

CONTRACT FOR THE DEMOLITION OF A RESIDENTIAL BUILDING

This Agreement is made and entered into this _____ day of _____, 20____, by and between the **CITY OF ELKHART, INDIANA**, (“CITY”), and _____.

RECITALS:

WHEREAS, the CITY desires to arrange for the demolition of a certain residential dwelling located within the City of Elkhart at _____, Elkhart, Indiana (“Premises”); and

WHEREAS, the CITY desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake the demolition of this structure; and

WHEREAS, CONTRACTOR represents that it has the requisite expertise and ability to complete this project and guarantees that CONTRACTOR is properly bonded and registered with the City of Elkhart and with the City of Elkhart’s Department of Building and Code Enforcement

NOW, THEREFORE, in consideration of the forgoing and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. Scope of Services.

CONTRACTOR agrees to furnish the following services:

- A. Contact the Elkhart Fire Chief to ascertain whether or not the Elkhart Fire Department desires to use this property for training exercises.
- B. Arrange for closure of all utilities, including but not limited to water, electric and gas, prior to the beginning of demolition. All closures shall be in accordance with Indiana law, Elkhart City requirements, the regulations of the utility, and any other applicable law.
- C. Demolition of the principal structure and all accessory structures located on the property. Such demolition shall include all foundations, basements, footings, and walls.
- D. Removal of all debris existing prior to and resulting from said demolition and proper disposal of such debris.
- E. Leveling of site with four (4) inches of clean top soil and seeding of the top soil. It shall be the responsibility of CONTRACTOR to provide any necessary fill dirt for leveling of the property and any such fill dirt shall be free of debris and

contaminants.

- F. Provide all labor, materials, equipment and expenses necessary for the demolition, obtain all necessary permits, bonds, and licenses, and coordinate all activities in conjunction with the demolition.
- G. Keep the premises in a safe condition and prevent any materials, structure, or excavation from becoming an attractive nuisance throughout the duration of the demolition. This period begins once CONTRACTOR enters the property to begin demolition and does not end until the CITY has been notified that the project has been completed and has inspected and verified the completion of the demolition
- H. Take all reasonable or necessary steps to prevent damage to the right of way, or the property of others, including but not limited to, protection of lateral and subjacent support.
- I. Take all reasonable precautions to preserve mature trees upon the property, if any.
- J. Notify the Elkhart Building Department that the work is completed and arrange for an inspection of the property.

SECTION 2. Schedule.

Services described in Section 1 shall be commenced within ten (10) days of the date that CITY approval of this Agreement is communicated to CONTRACTOR. All services and tasks associated therewith shall be completed by CONTRACTOR within thirty (30) days of that date. However, in the event that the Elkhart Fire Department desires to use this dwelling as a training exercise for Elkhart firefighters, then the forgoing schedule shall not apply. In this event, completion of the services described in Section 1 shall be within thirty (30) days from the date CONTRACTOR is notified by the Elkhart Fire Chief that the Elkhart Fire Department is finished with the structure.

SECTION 3. Payment.

In consideration for the services rendered under this contract, the CITY agrees to pay CONTRACTOR the sum of _____ **Dollars (\$0.00)** upon inspection and approval by the CITY. No payment shall be made until the CITY's inspection reveals that the work is entirely completed and no advance payment will be made.

SECTION 4. Penalty.

If CONTRACTOR fails to complete the work within the time specified, a penalty charge

of one-half percent (1/2 %) of the contract price shall be assessed for each day the project remains uncompleted. Such charges may be set off by the CITY against any final payment otherwise due and owing under this contract. Additionally, in the event this Agreement is breached by CONTRACTOR, CONTRACTOR shall be liable for any additional charges and expenses incurred by CITY in completion of the demolition attributable to the breach.

SECTION 5. Indemnification.

CONTRACTOR warrants that it is an independent contractor and agrees to indemnify and hold CITY harmless against any loss or expense by reason of any liability imposed on CITY for damages because of bodily injury or death, accidents sustained by any person on account of damage to property arising out of the performance of this Agreement, whether such injuries to persons or damage to property are due or claimed to be due to any negligence of CONTRACTOR, CITY, their agents, servants, or employees, or of any person.

SECTION 6. Assignment.

Neither this agreement nor any interest of CONTRACTOR herein may be assigned, sublet, or transferred to a third party without prior written consent of the CITY.

SECTION 7. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit based thereon must be brought in the Superior or Circuit Court of Elkhart County, Indiana.

SECTION 8. Compliance with State and Local Law.

CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations, or ordinances, that are applicable at the time of CONTRACTOR'S services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

SECTION 9. E-Verify Compliance.

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section. Pursuant to I.C. § 22-5-1.7 et seq., CONTRACTOR shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. CONTRACTOR is further required to execute an affidavit affirming that: (i) it is enrolled and is participating in the E-verify program, and (ii) does not knowingly employ any unauthorized aliens. In support of the affidavit, CONTRACTOR shall provide the CITY with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by CONTRACTOR and delivered to the CITY's authorized representative.

Should CONTRACTOR subcontract for the performance of any work under this Agreement, the CONTRACTOR shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) has enrolled and is participating in the E-verify program. CONTRACTOR shall maintain a copy of such certification for the duration of the term of any subcontract. CONTRACTOR shall also deliver a copy of the certification to the CITY within seven (7) days of the effective date of the subcontract.

If CONTRACTOR, or any subcontractor of CONTRACTOR, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the CONTRACTOR or subcontractor subsequently learns is an unauthorized alien, CONTRACTOR shall terminate the employment of or contract with the unauthorized alien within thirty (30) days (“Cure Period”). Should the CONTRACTOR or any subcontractor of CONTRACTOR fail to cure within the Cure Period, the CITY has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply should the E-Verify program cease to exist.

SECTION 10. Supplement.

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

SECTION 11. Entire Agreement.

This Agreement constitutes the entire agreement of the parties, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreements, oral or written between the parties, or made by any agent on behalf of the parties or otherwise, shall be of any force and effect.

SECTION 12. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 13. Nondiscrimination.

CONTRACTOR shall not be in violation of Elkhart City Ordinance No. 4101, for the duration of this agreement. Should CONTRACTOR be in violation of any of the aforementioned provisions, such shall be considered a material breach of this agreement.

SECTION 14. Severability.

In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.

SECTION 15. Council Appropriation.

In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Elkhart City Common Council, then, the CITY shall have the right to terminate this Agreement without penalty by giving prior written notice to CONTRACTOR.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorization as of the date first set forth above.

Dennis Correll
Building Commissioner
City of Elkhart, Indiana

Signature of Contractor

Printed Name

Mailing Address

City State Zip