

DEMOLITION CONTRACT

THIS DEMOLITION CONTRACT, hereinafter referred to as this "Contract", is entered into this _____ day of _____, 2022, by and between the CITY OF CAPE GIRARDEAU, MISSOURI, a Municipal Corporation of the State of Missouri, hereinafter referred to as the "City", and STEVE'S HAULING AND EXCAVATING, LLC, a Missouri Limited Liability Company, 789 County Road 416, Oak Ridge, MO 63769, hereinafter referred to as the "Contractor". The City and the Contractor collectively are hereinafter referred to as the "Parties".

IN CONSIDERATION OF the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Contractor shall perform all of the below-described work on the following properties, located in the City and County of Cape Girardeau, Missouri, hereinafter referred to as the "Properties":

16 North Henderson Avenue

1. Completely demolish and remove one-story wood frame residence with basement.
2. Remove all foundations, footings, slabs, steps, and walkways (excluding driveway, public sidewalk, and entry steps from public sidewalk to grade).
3. Remove all rubbish and debris and haul to a disposal site approved by the City.
4. Clean fill and grade site.
5. Apply grass seed and straw to site.

1010 Jefferson Avenue

1. Completely demolish and remove one-story wood frame residence with basement and detached single-car garage.
2. Remove all foundations, footings, slabs, steps, and walkways (excluding driveway and public sidewalk).
3. Remove all rubbish and debris and haul to a disposal site approved by the City.
4. Clean fill and grade site.
5. Apply grass seed and straw to site.

543 South Pacific Street

1. Completely demolish and remove one-story brick commercial building.
2. Remove all foundations, footings, slabs, steps, and walkways (excluding public sidewalk).
3. Remove all rubbish and debris and haul to a disposal site approved by the City.
4. Clean fill and grade site.
5. Apply grass seed and straw to site.

1220 South Pacific Street

1. Completely demolish and remove one-and-one-half story wood frame residence.
 2. Remove all foundations, footings, slabs, steps, and walkways (excluding driveway).
 3. Remove all rubbish and debris and haul to a disposal site approved by the City.
 4. Clean fill and grade site.
 5. Apply grass seed and straw to site.
2. All rubbish and debris shall be removed from the Properties and deposited at a site satisfactory to the City. All holes left by removal of the basement, foundation, and footings shall be filled with good dirt, free of debris, and compacted to a density equal to the surrounding ground (there shall be no burying of concrete or other materials). Dirt required for filling any holes shall be obtained from a site satisfactory to the City.

The Contractor shall be responsible for any damage done to the sidewalks, alleys, or streets adjoining the Properties. All utilities shall be properly disconnected prior to demolition. The Contractor shall take all necessary care to protect the nearby buildings, drives, motor vehicles, and all adjoining properties, and shall leave the same in a condition equal to that which now exists.

3. The Contractor shall provide all labor and materials, and furnish and direct, at their own expense, whatever equipment or work that may be necessary for the expeditious and proper execution of their duties under this Contract.
4. The Contractor shall secure, at their own expense, all permits, licenses, and consents required by law or necessary to perform the work and shall give all notices and pay all fees and otherwise comply with all applicable state and local laws, ordinances, rules, and regulations.
5. Should the Contractor at any time refuse or neglect to supply adequate materials or equipment, or a sufficient number of properly skilled workers, or fail in any respect to prosecute the work with promptness and diligence, or fail to comply with the terms of this Contract, the City may, at its election, immediately terminate this Contract, giving notice to the Contractor in writing of such election, and enter on the premises and take possession for the purpose of completing the work covered under this Contract, and may employ any other person or persons to finish the work and to provide the materials therefor at the expense of the Contractor.
6. The Contractor shall indemnify the City from all claims, demands, suits, and actions of every name and description brought against the City for, or on account of, any injuries or damages received or sustained by any parties by, or as a result of, the acts or omissions of the Contractor, their servants or agents, in doing the work herein described, or by, or as a result of, any negligence in guarding the same, or on account of any improper equipment or materials utilized in performing the work.
7. The Contractor shall, prior to commencing the work, furnish to the City a certified check or surety bond satisfactory to the City, in the amount of Twenty-five Thousand Eight Hundred Dollars (\$25,800.00), conditioned on the performance by the Contractor of all their duties hereunder.
8. The Contractor agrees to file with the City, prior to commencing the work, a certificate of insurance naming the City as coinsured and showing that the Contractor has in force, for a period equal to the entire term of this Contract, a policy of general liability insurance insuring the Contractor against liability for personal injuries and property damage arising out of the work performed under this Contract, in a minimum amount of One Hundred Thousand Dollars (\$100,000.00) for injuries to any one (1) person and Two Million Dollars (\$2,000,000.00) for injuries arising from any one (1) accident, and One Hundred Thousand Dollars (\$100,000.00) for property damage arising from any one (1) accident. The Contractor agrees to provide and maintain, during the entire term of this Contract and until final acceptance of the work by the City, workers compensation insurance for all of its employees at the site of the work.
9. Upon satisfactory performance by the Contractor of their duties under this Contract, and acceptance of the work by the City, the City shall pay the Contractor the sum of Twenty-five Thousand Eight Hundred Dollars (\$25,800.00).
10. The Contractor shall complete the work herein described no later than forty-five (45) days after the date of this Contract. In the event that the work is not completed within this time frame, excepting extensions granted to the Contractor for delays caused by circumstances beyond their control, the Contractor shall pay to the City damages in the sum of Fifty Dollars (\$50.00) per day for each day over the forty-five (45) day deadline.
11. The Contractor shall not assign or sublet this Contract or any portion thereof without the prior written consent of the City, nor shall the Contractor allow any person who is not an employee of the Contractor to perform any of the work herein described.

12. Failure of the City to insist in any one (1) or more instances on a strict performance of all of the terms or conditions of this Contract, or to exercise any right herein contained, shall not be construed as a future waiver or relinquishment of the provisions or rights, but the same shall continue and remain in full force and effect. None of the terms or conditions of this Contract shall be altered, waived, modified, or abandoned in any manner except by written instrument executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Contract on the above date.

(Signatures on the following page)

CITY OF CAPE GIRARDEAU, MISSOURI

Dr. Kenneth Haskin, City Manager

ATTEST:

_____, City Clerk

STATE OF MISSOURI)
) SS.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Dr. Kenneth Haskin, City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation of the State of Missouri, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged that he executed the same as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid, the date first above written.

_____, Notary Public

My Commission Expires: _____

STEVE’S HAULING AND EXCAVATING, LLC

Steve Pleimann, President

STATE OF MISSOURI)
) SS.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Steve Pleimann, President of Steve’s Hauling and Excavating, LLC, a Missouri Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid, the date first above written.

_____, Notary Public

My Commission Expires: _____