**Demolition Agreement**

THIS AGREEMENT is entered into by between the “Contractor" and the “Owner” to construct, reconstruct, or rehabilitate, the “Property” as these terms are defined below. The Agreement shall become effective on the earliest date that both parties have executed it below through the signature of their respective duly authorized agents (“Effective Date”):

**DEFINITIONS:**

“Contractor” <<name>>

<<address>>

“Owner” <<name>>

<<address>>

“Property” <<address>>

The Owner and Contractor agree as follows:

**ARTICLE 1 - THE WORK -** The Contractor agrees to furnish all labor, materials, equipment, permits, licenses and services for the proper completion the following described work (the "Work"). The Work consists of the complete demolition of the structure on the Property including concrete slabs, foundations, adjacent concrete and asphalt walks. The Work also includes debris removal, capping of plumbing and temporary fence rental for a month. The Contractor shall provide an asbestos report. All utility lines must be capped. All Work shall be completed in a professional manner according to standard practices.

**ARTICLE 2 - TIME OF COMMENCEMENT AND COMPLETION -** The Work shall be commenced by the Contractor on the Effective Date. All Work shall be completed within three weeks after the Effective Date.

**ARTICLE 3 - CONTRACT SUM -** This is a fixed sum contract. The Owner shall pay to the Contractor for the performance of the Work, the "Contract Sum" of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Contract Sum and the scope and requirements of the Work may be changed only upon execution of a written change order ("Change Order") or contract amendment by Owner and Contractor.

**ARTICLE 4 - PAYMENTS -** 40% of the Contract Sum ($5,600) shall be payable by the Owner to the Contractor within 3 days of the Effective Date. The remainder of the Contract Sum shall be payable to the Contractor seven days after the Work has been completed, this Agreement has been fully performed, proof has been submitted to the Owner that reasonably demonstrates that all relevant subcontractors, laborers, and suppliers have been fully paid, all relevant final inspections have been made approved the City of Opa-locka All documentation submitted by the Contractor under this paragraph must meet the reasonable satisfaction of the Owner. Final releases of lien are required from the the Contractor, subcontractors, material suppliers and all who have sent Notices to the Owner as required by Chapter 713 Florida Statutes. All releases must be in the hands of the Owner prior to final payment. Before final payment, the Contractor shall furnish the Owner an Affidavit of Final Payment stating, if it is the fact, that all lienor have been paid in full, or if it is not the fact, showing the name of each lienor who has not been paid in full and the amount due or to become due each for labor, services or materials furnished.

**ARTICLE 5 - CONTRACTORS INSURANCE -** The Contractor shall be required to carry insurance, covering workman’s compensation and public liability insurance, in accordance with all State and Federal requirements, but not less than $300,000.00, comprehensive liability coverage in the event of bodily injury, including death, and minimum of $300,000.00 in the event of property damage arising out of the work performed by the contractor and $50,000 automobile liability. The Contractor shall furnish the relevant certificates showing that such insurance to be in effect before proceeding with the Work.

**ARTICLE 6 - SUBCONTRACTS -** All subcontractors shall be bound by the terms and conditions of this contract. At the request of the Owner the Contractor shall furnish to the Owner a list of names of the subcontractors proposed for any portion of the Work.

**ARTICLE 7 - GENERAL RESPONSIBILITIES OF THE CONTRACTOR**

* The Contractor shall supervise and direct the Work using his/her/its best skills and attention.
* The Contractor shall obtain all permits, licenses, drawings, and surveys necessary for the completion and execution of the Work. Strict compliance with all relevant local government codes and shall be observed in all phases of the Work. The Contractor shall perform all Work in conformance with applicable state, federal and local codes and ordinances, whether or not specifically mentioned in this Agreement. Contractor shall supply the Owner with current copy of all relevant state and local government licenses, insurance certificates, and federal employer identification number (or social security number) at the time that this Agreement is executed.
* The Contractor shall not employ on the Work any person unfit or not skilled in the task assigned to him.
* The Contractor shall be responsible for acts and omissions of all of its employees and agents, all subcontractors, suppliers and materialmen, their respective employees and agents and all other persons performing any of the Work.
* The Contractor shall at all times keep the premises free from any unreasonable accumulation of waste materials and rubbish caused by the Work.
* The Contractor will exercise due diligence in the completion of the Work, and will not delay or cause to be delayed the completion of this contract.

**ARTICLE 8 - GENERAL RESPONSIBILITIES OF THE OWNER**

* The Owner shall permit the Contractor to use at no extra cost, existing utilities (if available) such as light, heat, power and water necessary for the proper execution and completion of Work.
* The Owner shall provide the Contractor with access to the property during normal working hours on normal working days.

**ARTICLE 9 - CHANGES IN THE WORK -** Except in any emergency endangering life or property, no change in the Work shall be made by the Contractor unless he has received a prior written order signed by the Owner. The Contract Sum and contract time may be changed only by an Owner approved change order. No monies in addition to the Contract Sum shall be paid to Contractor unless supported by an Owner approved written change order. Contractor shall be solely responsible and liable for any costs or expenses arising out of or related to the Work which are in excess of the Contract Sum.

**ARTICLE 13 - OTHER CONDITIONS OR PROVISIONS**

A. Owner is not responsible for any insurance or other fringe benefits, e.g., social security, income tax withholding, retirement or leave benefits, for Contractor or employees of Contractor that are normally available to direct employees of the Owner. Contractor assumes full responsibility for the provision of all insurance and fringe benefits for himself/herself/itself and employees and subcontractors retained by the Contractor in carrying out the Work of this Agreement.

B All notices or other communication given pursuant to this Agreement shall be in writing and shall be delivered by personal service, email or by the United States Postal Service using the addresses indicated below (or the same may be changed from time to time). Such notice shall be deemed to be given on the day on which is was emailed or actually received, whichever is earlier.

|  |  |
| --- | --- |
| If to Contractor  <<name>>  <<address>>  <<phone>>  <<email>> | If to Owner  <<name>>  <<address>>  <<phone>>  <<email>> |

IN WITNESS WHEREOF, the parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized agents.

|  |  |
| --- | --- |
| **Contractor: <<name>>**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name and title  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Owner: <<name>>**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name and title  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |