

DEMOLITION SERVICES AGREEMENT

This Agreement ("Agreement") is entered into on this ____ day of _____, 20____, by and between the Township of Blair, with an address of 2121 County Road 633, Grawn, Michigan 49637(the "Township"), and _____, with an address of _____ (the "Vendor").

Recitals

- A. The Township requires demolition of a structure with complete removal of the structure located at _____ (the "Structure");
- B. The Vendor is in the demolition business, properly licensed, and has the capability to demolish, raze, remove and clean up the demolished area in accordance with generally accepted demolition practices and procedures;
- C. The Vendor's bid for demolition services for the Structure has been accepted by the Township; and
- D. The parties desire to enter into this Agreement upon the terms and conditions that follow.

Agreement

Now, therefore, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows.

1. Services to Be Provided by Vendor.

a. For the amount and the conditions set forth in the Vendor's bid attached to this Agreement, the Vendor shall provide all necessary labor, materials and equipment to demolish the Structure, clean up the affected area where the Structure was located prior to the demolition and the area surrounding where the Structure was located prior to the demolition and remove all debris from the demolition area in accordance with generally accepted demolition practices and procedures.

b. The Vendor shall be responsible for obtaining all necessary demolition permits or approvals from appropriate sources and Township shall be responsible for the payment of actual costs of necessary permits or approvals. The Vendor shall provide the Township with copies of all such permits and approvals.

c. While performing demolition and removal work in accordance with this Agreement, the Vendor shall not engage in any action that constitutes a violation of any law, order, ordinance, rule, regulation or code of any government authority that may cause injury to persons, nor shall the Vendor in any manner deface or injure property that is not subject to demolition, permit any unreasonably objectionable noise or odor to be emitted, permit anything to be done on property where the Structure is located tending to create a health, environmental or safety hazard or nuisance or cause any penalty to the Township.

d. No hazardous materials, as that term is defined by federal, state or local environmental laws, rules or regulations, shall be handled upon, about, above or beneath any portion of the Structure or the property on which the Structure is located by or on behalf of the Vendor without the prior written consent of the Township. Notwithstanding the obligation of the Vendor to indemnify the Township pursuant to this Agreement, the Vendor shall, at its sole cost and expense, promptly take all actions required by any federal, state or local governmental agency or political subdivision, or necessary for the Township to make full use of any portion of the property, which requirements or necessity arise from the handling of hazardous materials by the Vendor, or another on its behalf, upon, about, above or beneath any portion of the Structure or the property on which the Structure is located.

e. The Vendor shall protect and preserve existing utilities and shall provide for disconnects of same as necessary. The Vendor shall preserve all site utilities, water distribution systems and wastewater collection systems at their respective service connections.

f. The Vendor shall remove all waste materials, rubbish and equipment upon completion of the demolition, and shall dispose of all waste materials and rubbish in a licensed landfill.

g. The Vendor shall operate, maintain and leave the demolition site in a generally orderly condition.

h. The Vendor shall erect and maintain all reasonable or necessary safeguards for protection of persons and property, including safety barriers to and warnings of dangers and hazards, which safeguards and notices shall remain in place until completion of the work in accordance with this Agreement.

2. **Relationship of the Parties.**

a. The Township retains Vendor on an independent contractor basis and Vendor is not an agent or employee of the Township for any purpose and neither Vendor nor its employees are entitled to any of the benefits that the Township provides for its employees. Any person performing work under this Agreement on behalf of the Vendor shall at all times be under Vendor's exclusive direction and control. Vendor shall pay all wages, salaries and other amounts due such personnel in connection with their performance as an employee of Vendor as required by law. The Vendor shall be responsible for all reports and obligations respecting such persons, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation. The Vendor's performance of services and hours worked shall be entirely within the Vendor's control, and the Township shall rely upon the Vendor to devote the time reasonably necessary to perform in accordance with this Agreement.

b. The Township shall not be responsible for covering Vendor under any workers' compensation insurance or unemployment compensation insurance plans. Vendor represents and warrants that it (a) is covered by a workers' compensation insurance policy procured and paid for by it, (b) has a valid Notice of Exclusion on file with the Michigan Bureau of Workers' Disability Compensation or (c) is a "sole proprietor" within the meaning of the Michigan Workers' Disability Compensation Act and has no employees. Vendor shall notify the Township immediately if the status of said coverage, notice or sole proprietorship changes.

c. The Vendor, its employees or agents shall have no authority or right to obligate the Township in any way. The Vendor shall identify itself as an independent contractor and shall not hold itself out as an employee or agent of the Township.

d. The parties agree that this is not an exclusive contract and that the parties are free to enter into agreements and contracts for similar or other services with other parties during the term of this Agreement.

3. **Indemnification.** The Vendor shall defend, indemnify and hold the Township, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, arising out of the negligent or wrongful acts or omissions of the Vendor, its officials, officers, employees, agents, consultants and contractors in performing services under this Agreement.

4. **Governmental Immunity.** The Township does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

5. **Licensing and Insurance.** Vendor shall be properly licensed to conduct such demolition and shall purchase and maintain, at its sole expense and as long as it is providing services to the Township, the following insurance coverage:

a. Commercial General Liability. Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the Township as an additional insured for work performed by Vendor in accordance with this Agreement.

Minimum Limits:

- i. \$1,000,000 per occurrence/\$2,000,000 general aggregate;
- ii. \$2,000,000 aggregate for products and completed operations; and
- iii. \$1,000,000 personal and advertising injury.

b. Automobile. Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the Township as an additional insured for work performed by Vendor in accordance with this Agreement.

Minimum Limits:

- i. No-fault coverages – statutory;
- ii. \$500,000 per person/\$1,000,000 per accident – bodily injury; and
- iii. \$500,000 per occurrence – property damage; or
- iv. A combined single limit of \$1,000,000 per occurrence.

c. Workers' Compensation and Employer's Liability. Statutory coverage or proof acceptable to the Township of approval as a self-insurer by the State of Michigan.

Minimum Limits:

- i. Workers' Compensation – statutory;
- ii. Employer's Liability - \$100,000 each accident/\$100,000 disease – each employee
- iii. \$500,000 disease – policy limit.

d. Insurance coverage shall cover all claims against the Township, its officials and employees, arising out of the work performed by Vendor or any of its subcontractors under this Agreement. Should any work be subcontracted, it shall be the responsibility of Vendor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, Vendor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

e. Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the Township. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a 30 day cancellation clause shall be filed with and approved by the Township at least five days in advance of commencing work under this Agreement. Upon request, Vendor shall provide the Township with a complete certified copy of the policies for the above coverages. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of this

Agreement by the Township. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto.

f. All insurance policies listed above must provide that the insurance provider may not cancel such insurance without providing 10 days prior written notice to the Township unless such insurance provider does not allow for such notice of cancellation.

6. **Compliance with Civil Rights Laws.** Vendor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this Section by Vendor within the State of Michigan shall constitute a material breach of this Agreement, and the Township shall be entitled to terminate this Agreement. Pursuant to MCL 423.321, *et seq.*, as amended, which prohibits the Township from entering into contracts with certain employers who engage in unfair labor practices, this Agreement may be terminated if Vendor, or one or more of its subcontractors or suppliers, appears in the register compiled in accordance with MCL 423.322, as amended. Vendor shall observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, which shall be deemed to include, but not limited to, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act.

7. **Notice.** All notices, demands or other writings permitted or required by the terms of this Agreement shall be deemed to have been fully given, made or sent when made in writing and deposited in the United States Mail, postage prepaid, and addressed to a party at the address set forth above or such other address provided to the other party in writing.

8. **Entire Agreement.** This Agreement, together with the attachment to this Agreement, shall constitute the entire agreement between the parties. Any prior understanding, representation or negotiation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

9. **Modification.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or its authorized representative.

10. **Partial Invalidity.** The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.

11. **Absence of Waiver.** The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

12. **Assignment.** The rights and obligations of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior written consent of the other party. In the event of a proper assignment, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

13. **No Third Party Benefit.** The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

14. **Consent to Personal Jurisdiction/Governing Law.**

a. Vendor acknowledges that this Agreement shall be deemed to have been executed in Grand Traverse County in the State of Michigan and hereby consents to the exercise of general personal jurisdiction over it by the appropriate courts in Grand Traverse County in the State of Michigan.

b. Any action on a controversy that arises under this Agreement shall be brought in Grand Traverse County in the State of Michigan, which Vendor agrees is a reasonably convenient place for trial of the action. Vendor agrees that its consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.

c. This Agreement shall be governed in all respects by the laws of the State of Michigan, without respect to conflicts of law.

15. **Interpretation.** In the interpretation of this Agreement, it shall be construed as if it were drawn jointly or by both Vendor and the Township and no inference or presumption shall be made or drawn either for or against Vendor or the Township by virtue of who might have prepared this Agreement.

BLAIR TOWNSHIP

By: _____

Patrick R. Pahl

Its: Supervisor

Dated: _____

VENDOR:

Dated: _____

DRAFTED BY:

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