**DEMOLITION CONTRACT**

This Contract is dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_, 202\_\_, between the Town of Bluefield, Virginia, a Virginia municipal corporation, the “Town” or “Owner”, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the “Contractor.”

W I T N E S S E T H:

 WHEREAS, the Contractor has been awarded this nonexclusive Contract by the Town for furnishing all equipment, materials, goods, labor, and services necessary for demolition of certain structures and associated work, with all such items or services afterwards called the “Work” or “Project.”

 Now, therefore, the Town and the Contractor agree as follows:

**Section 1. Work To Be Performed.** – In consideration of the money to be paid by the Town to the Contractor for the Work provided for in this Contract to be performed, the Contractor covenants and agrees with the Town to fully perform the services, provide any materials called for, and complete the Work in a good and workmanlike manner within the time stipulated, with time being made of the essence for this Contract. It is also agreed by the parties this Contract and the following documents listed below (Contract Documents) are a part of this Contract:

 1. Insurance Requirements (Exhibit 1).

 2. Scope of Work (Exhibit 2).

 3. List of Locations (Exhibit 3).

 4. Town Special Terms and Conditions (Exhibit 4).

 The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the Town documents and this Contract will control over any Contractor supplied documents or information.

**Section 2. Contract Amount.** – The Town agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed $\_\_\_\_\_\_\_\_\_\_\_, as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the Town, and the Contract amount may be deceased by the Town’s assessment of any damages against the Contractor, as may be provided for in this Contract or by law, and the Town retains the right of setoff as to any amounts of money the Contractor may owe the Town. The Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of the Town and that there is no guarantee of any minimum amount of work that may be requested by the Town and that no Work may be requested.

**Section 3. Term of Contract.**

A. The term of this Contract shall be for 1 year, from \_\_\_\_\_\_\_\_, through \_\_\_\_\_\_\_\_\_\_, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the Town.

B. By mutual agreement of the parties, the Contract may be renewed for up to 4 additional 1-year periods of any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party at least 60 days before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within 30 days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within 30 days, the request shall be deemed to be rejected, unless the parties mutually agree otherwise.

C. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.

**Section 4. Time of Performance.** – The Contractor shall commence the Work to be

performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the Town representative to the Contractor, and the Contractor agrees to notify the Town one day prior to beginning work on any individual structure, and the Town shall promptly confirm the propriety of demolition of individual structures. Once demolition has begun on an individual structure, that structure must be completely demolished within 90 days, unless the Town extends that 90-day period. The Contractor covenants and agrees to fully perform and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other Town contractors or employees doing other work or using the area where Contractor is working.

**Section 5. Payment.**

A. The Town and Contractor agree that the Town will only pay the Contractor for time spent and materials provided on the Project requested and accepted by the Town. Invoices for services rendered and accepted shall be submitted by the Contractor directly to the Town Manager. Payment of such invoices shall be the responsibility of the Town.

B. The Town agrees to pay Contractor for the Contractor’s complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract. The Town retains the right to setoff as to any amounts of money Contractor may owe the Town: A written progress report may be requested by the Town to accompany payment request and, if so, such progress report shall detail the work completed. Also, sufficient documentation of all costs, expenses, materials supplies, and/or hours worked may be requested by the Town and, if so, may be required prior to the processing of any such request of payment. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the Town. Once a payment request has been received the Town will process such payment request. If there are any objections or problems with the payment request, the Town will notify the Contractor of such matters. If the payment request is approved and accepted by the Town, payment will be made by the Town to the Contractor not more than 30 days after such request has been approved.

**Section 6. Sales Tax Exemption.** – The Town is exempt from payment of Virginia State Sales and Use Tax on all tangible personal property purchased or leased for the Town’s use or consumption. The Virginia Sales and Use Tax Certificate of Exemption Number is 54—6001151, and the Town agrees to cooperate in obtaining such exemptions where appropriate.

**Section 7. Inspection.** – The Town shall have a reasonable time before payment to inspect the Work for conformity to this Contract. If all or some of the work does not fully conform to the provisions hereof, the Town shall have the right to reject the work.

**Section 8. Warranty of Material and Workmanship.** – Contractor agrees that all items provided to the Town will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Contractor shall use reasonable commercial efforts to assist the Town in processing warranty claims, against a manufacturer. Contractor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the Town, any items, material, equipment, or part of the item that is found by the Town to be defective or not in accordance with the terms of this Contract.

**Section 9. Payments to Others by Contractor.** – The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor’s payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the Town. Contractor further agrees that the Contractor shall indemnify and hold the Town harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the Work provided for in the Contract. In the event of such claims, the Town may, in the Town’s sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the Town determines it to be appropriate to do so.

**Section 10. Hold Harmless and Indemnity.** – Contractor shall indemnify and hold harmless the Town and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney’s fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near Town’s property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

**Section 11. Compliance with Laws and Regulations, and Immigration Law.** – Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor agrees to abide by Bluefield, Virginia Municipal Code Section 30-259, which prohibits noise-making activity between the hours of 6:00 a.m. and 10:00 p.m. Contractor further agrees that Contractor does not and shall not during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

**Section 12. Independent Contractor.** – The relationship between Contractor and the Town is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers’ compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and ensure they are properly licensed.

**Section 13. Reports, Records, and Audits.** – Contractor agrees to maintain all books, records, electronic data, and other documents relating this Contract for a period of 5 years after the end of each fiscal year included in this Contract. The Town, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the Town’s right to audit and/or examine any of the Contractor's documents and/or data as the Town deems appropriate to protect the Town’s interests.

**Section 14. Insurance Requirements.** – Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverages set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including worker’s compensation coverage regardless of the number of Contractor’s employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by the Town within 30 days of the execution of this Contract or as otherwise required by the Town.

**Section 15. Default.** – If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the Town may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the Town may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the Town resulting from Contractor’s default. The Town further reserves the right to immediately obtain such work or services from other entities in the event of Contractor’s default.

**Section 16. Nonwaiver.** – Contractor agrees that the Town’s waiver or failure to enforce or require performance of any term or condition of this Contract or the Town’s waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the Town from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the Town from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

**Section 17. Forum Selection and Choice of Law.** – This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia’s conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Tazewell County Circuit Court, or in the Tazewell County General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to the Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

**Section 18. Severability.** – If any provision of this Contract, or the applicable of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected, and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

**Section 19. Nondiscrimination.**

A. During the performance of this Contract, Contractor agrees as follows:

i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

ii. All solicitations or advertisements for employees placed by or on behalf of the Contractor will state that Contractor is an equal opportunity employer.

iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

**Section 20. Drug-Free Workplace.**

A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees or violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**Section 21. Faith Based Organizations.** – Pursuant to Virginia Code Section 2.2-

4343.1, the Town does not discriminate against faith-based organizations.

**Section 22. Assignment. –** The Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the Town, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

**Section 23. Contractual Disputes.** – Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than 30 days after the earlier of the final payment or termination of the Contract or notice from the Town to the Contractor that the Town disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the Town Manager or the Town Manager’s designee within 30 days after submittal of the claim and any practically available additional supporting evidence required by the Town Manager. The Contractor may not institute legal action prior to receipt of the Town’s decision on the claim unless the Town Manager fails to render such decision within 30 days from submittal of Contractor’s claim. The decision of the Town Manager shall be final and conclusive unless the Contractor within 6 months of the date of the final decision on a claim or from expiration of the 30-day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Va. Code. Failure of the Town to render a decision within said 30 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Town’s failure to render a decision within said 30 days shall be Contractor’s right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Va. Code has been established for contractual claims under this Contract.

**Section 24. Successors and Assigns.** – The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

**Section 25. Headings.** – The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

**Section 26. Counterpart Copies.** –This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument, and signatures transmitted by facsimile or scan/e-mail shall be deemed original.

**Section 27. Authority to Sign.** – The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

**Section 28. Notices.** –All notices must be given in writing and shall be validly given if sent by certified mail return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice). Notices shall be deemed to be effective one day after sending if sent by overnight courier or 3 days after sending by certified mail, return receipt requested.

 To Town: Town of Bluefield

 112 Huffard Drive

 Bluefield, VA 24605

 Attention: Town Manager

 Copy to: Altizer, McGraw and French, PLLC

 B. Alan McGraw, Esquire

 164 Main Street

 Tazewell, VA 24651

 Facsimile: (276) 988-6707

To Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section 29. Protecting Persons and Property.** – The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor’s performance of the Work. The Contractor will maintain adequate protection of all Contractor’s Work to prevent damage to it and shall protect the Town’s property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the Town or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the Town shall be the responsibility of the Contractor.

**Section 30. Contract subject to Funding.** – This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the Town may terminate this Contract on 7 days written notice to Contractor, without any penalty or damages being incurred by the Town. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

**Section 31. Suspension or Termination of Contract by Town. –** At any time, the Town may order the Contractor to immediately stop the Work, and/or by 7 days written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the Town all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the Town may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Town for any damages allowed by law, and upon demand of the Town shall promptly pay the same to the Town.

2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the Town and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.

3. The rights and remedies of the Town provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and Town may pursue any and all such rights and remedies against Contractor as it deems appropriate.

**Section 32. Ethics in Public Contracting.** –The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

**Section 33. Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth of Virginia. –** TheContractor shall comply with the provisions of Virginia Code Section 2.2-3211.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The Town may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

**Section 34. Ownership of Reports and Documents. –** TheContractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to the Town and all such items shall become the sole property of the Town. The Contractor agrees that the Town shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the Town may reproduce, copy, and use all such items as the Town deems appropriate, without any restrictions or limitation on their use and without any costs or charges to the Town from Contractor. The Contractor further agrees it will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

**Section 35. Entire Contract.** – This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement of the parties.

IN WITNESS WHEREOF, the parties have singed this Contract by their authorized representatives.

**Contractor**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title

**Town of Bluefield**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

Town Manager

Approved as to Form: Appropriation and Funds Required

 For this Contract Certified:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

Town Attorney Treasurer

 Account # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved as to Execution:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

Town Attorney

**EXHIBIT 1**

**INSURANCE REQUIREMENTS**

 The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverage to the Town and such proof has been approved by the Town. The Contractor confirms to the Town that all subcontractors have provided Contractor with proof of such insurance or will do so prior to commencing any work under this Contract.

B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The Town and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such polices and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the Town of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the Town with the signed Contract an Accord certificate of insurance along with one of the following types of additional insured endorsements:

1. ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement otherwise known as a blanket additional insured endorsement. The coverage shall extend to the Town and its officers, employees, agents, assigns, and volunteers. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

(2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the Town and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the Town Manager, in such Manager’s sole discretion, may approve such other certificate of insurance or insurance document(s) that Town Manager deems acceptable. The Certificate Holder should be addressed as follows: Town of Bluefield ATTN: Town Manager, 112 Huffard Drive, Bluefield, VA 24605.

C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, including the following:

 (1) Commercial General Liability: $1,000,000.00

 $1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

 $1,000,000.00 Products/Completed Operations Aggregate Limit.

$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

 $1,000,000.00 each occurrence limit

 (2) Automobile Liability: $1,000,000.00 combined single limit with applicable endorsement to cover waste cargo, if transporting hazardous materials.

 (3) Workers’ Compensation and Employer’s Liability.

 Workers' Compensation: statutory coverage for Virginia

 Employer’s Liability:

 $100,000.00 Bodily Injury by Accident each occurrence.

 $500,000.00 Bodily Injury by Disease Policy Limit.

 $100,000.00 Bodily Injury by Disease each employee.

(4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

(5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the worker’s compensation coverage, Contractor’s and subcontractors’ insurance company shall waive rights of subrogation against the Town and its officers, employees, agents, assigns, and volunteers.

(6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/Fidelity, Environmental and/or Pollution, Builder’s Risk, Umbrella/Excess.

(7) Should any required insurance coverage be canceled or materially altered before the expiration term of the contract, it is the responsibility of the contractor to notify the Town of such within 30 days of the effective date of the change.

D. Proof of Insurance Coverage:

(1) Contractor shall furnish the Town with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.

(2) Where a waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the Town which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor’s insurance policies and/or coverages shall not contain any exclusions for the Contractor’s subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The Town does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor’s interest or liabilities but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the Town or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation of the Town to seek any recovery against the Contractor’s insurance company before seeking recovery directly from the Contractor.

**EXHIBIT 2**

**Scope of Work**

 The Work shall include asbestos inspection and abatement (as needed), and demolition, removal and cleanup of the structures located on the properties identified in Exhibit 3. In the event a basement is present, the Work shall include backfilling the basement area to a level grade consistent with the grade immediately surrounding the demolished structure so as to create a level “pad.”

**EXHIBIT 3**

**List of Properties Included in Work With Apportionment of Bid Total**

* 129 Depot St
* 110 Hillcrest Dr
* 104 Meredith St
* 110 Meredith St
* 114 Meredith St
* 111 Montrose St
* 200 N College Ave
* 314 Parkview Dr
* 1802 Virginia Ave
* 1806 Virginia Ave
* 111 Wharton St
* 115 Wharton St
* 117 Wharton St

Note: Individual properties may be removed from the Work at the sole discretion of the Town. Any properties added to the Work are subject to agreement by the Town and the Contractor as to price.

**EXHIBIT 4**

**Town’s Special Terms and Conditions**

The following Special Terms and Conditions are part of the above Terms and Conditions:

**Section 1. Jobsite Appearance.** – The Contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on site but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law or as otherwise required by the Contract.

**Section 2. Final Cleaning.** – The Contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, falsework, temporary structures, and debris of every nature resulting from its operations and to put the site in a neat, orderly condition. Contractor shall stabilize all disturbed areas by seeding and mulching so as to reestablish vegetative ground cover over all disturbed areas.  Seeding will be required on all denuded or disturbed areas not paved in this project and shall be installed in accordance with Standard & Specification 3.32 in the Virginia E&S Handbook.If Contractor fails to clean up at the completion of the Project, the Town may do so and charge for the costs thereof to the Contractor.

**Section 3. Protection on Site.** –The Contractor expressly undertakes, both directly and through its subcontractors, to always take every reasonable precaution for the protection of all persons and property which may come on the jobsite or be affected by the Contractor’s operation in connection with the Work.

**Section 4. Safety and Health Precautions.** – The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.

**Section 5. Protecting the Public.** – The Contractor shall in all cases protect the public and the Work, during its execution, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices in accordance with the most current version of the “Virginia Work Area Protection Manual,” published by Virginia Department of Transportation.

**Section 6. Protecting the Work and Adjacent Property.** – The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the Town’s property and the property where the work is being done from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or its loss of use. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by any public authority, local conditions, any of the Contract Documents, or erected for the fulfillment of its obligations for the protection of persons and property.

**Section 7. Emergencies.** – In an emergency affecting the safety of life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the Town’s Manager, Building Code Official, or Fire Official, shall act, at Contractor’s discretion, to prevent such threatened loss or injury. Also, should Contractor, to prevent threatened loss or injury, be instructed or authorized to act by the above listed individuals, or other responsible official, Contractor shall so act immediately, without appeal.

**Section 8. Damage to the Work.** – The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property in the vicinity of the Work, until its completion and acceptance by the Town.

**Section 9. Damage to other Work.** – The Contractor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damage done to the other work.

**Section 10. Utilities**. – The Town shall send a utility release form to have water, gas, electricity, and any applicable utilities disconnected. Prior to any work, the Contractor shall contact Miss Utility to locate any underground utilities that may be present in the demolition area. The Contractor shall be responsible for the disconnection of the sewage pipe. The building sewer shall be capped with an appropriately sized rubber cap at the point of disconnect, and a pressure treated 2x4 should be installed vertically directly behind the cap and cut flush with the ground to mark the location of the cap off. A ½” x 6” or larger Hex Lag Hot Dipped Galvanized Steel Screw should be drilled and screwed into the top of the 2x4 at ground level in order to find the cap off location in the future with a metal detector. Should any utilities require adjustment during the Work, it shall be the Contractor’s responsibility to have such utilities relocated as a part of the Work and to contact and cooperate with the respective Utility Company in performance of such operations. The respective Utility Company shall be given a minimum of 48 hours’ notice prior to the adjustment, and the Contractor shall comply with the provisions of the Virginia Underground Utilities Damage Prevention Act, Section 56-265.14 et seq. of the Va. Code. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Contractor.

**Section 11. Weather Damage or Delay.** – Damage to the Work or any delays caused by the weather shall be the responsibility of the Contractor.

**Section 12. Damage to Existing Structures.** – Damage caused by Contractor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structures, or buildings that may occur during the Work shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of the Town.

**Section 13. Release by Contractor.** – The acceptance by the Contractor of the final payment shall be and does operate as a release by the Contractor of all claims by the Contractor against the Town and of all other liability of the Town to the Contractor whatsoever, including liability for all things done or furnished in connection with the Work or the Contract.

**Section 14. Defective Work.** – The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of the Town, any work, material, equipment, or part that is found, by the Town to be defective.

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