



CONTRACT - DEMOLITION OF BUILDINGS

This agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Department of Transportation and Development, acting through the Real Estate Administrator, Party of the First Part, hereinafter designated as "Department", and \_\_\_\_\_, domiciled and doing business in \_\_\_\_\_, Party of the Second Part, hereinafter designated as "Contractor".

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall furnish all materials, equipment and labor and perform the required work, consisting of demolishing buildings as described in this Contract and the Photographs, Attachments and Descriptions on the DOTD Real Estate website bid listing, in a thorough and professional manner to the satisfaction of the Real Estate Administrator in accordance with the proposal filed with the Department dated \_\_\_\_\_, said proposal is made a part hereof as fully as if set out herein and hereby becomes a part of this Contract.

All removal activities shall be coordinated with the Department's roadway contractor IF the roadway project contract has been awarded prior to beginning the demolition work.

The Contractor agrees to accept and the Department agrees to pay for the work at the price stipulated in said Bid Proposal in lawful money of the United States at the time and in the manner set forth in the agreed upon Conditions of Demolition.

Performance will begin on the date stipulated that the parcel will be vacated or as directed in writing by the District Property Manager. If a parcel is vacated by the occupant prior to the specified date the Contractor may request and the District Property Manager may authorize the Contractor to begin work on that parcel. In no event will the Contractor begin work prior to the occupant vacating the premises and all personal belongings of the occupant being removed. All work required in connection with the demolition will be completed within the time limit specified in the proposal subject to such extensions as may be authorized.

***This demolition contract is for the motel building only. Any vertical protrusions of plumbing or other items through the slab should be cut flush with the slab. The motel concrete slab, parking area slab, sign, bollards and sidewalk are not included in this contract and should not be demolished. The Department acquired the land for parcel 2-1 but did not acquire the remainder of land where the motel sits. The Department has the right to enter upon the non-party land where the motel sits to demolish the motel. At no time should the contractor enter upon, occupy land or demolish any item outside of parcel 2-1 or the remainder land. It is the contractor's responsibility to be aware of and operate only within the area allowed. Always contact the responsible DOTD agent for clarification if necessary before acting.***

The contractor hereby agrees to comply with all Federal, State and local laws, ordinances and regulations affecting the removal of buildings and appurtenances, and shall indemnify and hold the Department and its representatives harmless against any claim or liability arising from violation of any such law, ordinance or regulation.

The contractor agrees to indemnify the Department and its representatives, and non-party property owner(s), but only those non-party property owners upon whose property the contractor is required to enter to complete the demolition, against any and all claims arising from any and all injuries to persons and/or damages to property due to any action or inaction taken by the contractor including, but not limited to, any negligent action, inaction, and/or omission by the contractor, the contractor's employees, and/or the contractor's representatives.

STATE PROJECT NO. \_\_\_\_\_ (Parcel No(s). \_\_\_\_\_)

Total cost of Parcel No(s). \_\_\_\_\_ is \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

This contract shall become effective on the date that it is signed by the Real Estate Administrator.

In witness whereof, the Contractor and the Real Estate Administrator have hereunto subscribed their names.

WITNESSES

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

\_\_\_\_\_  
Contractor

State of Louisiana  
Department of  
Transportation and Development

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

By \_\_\_\_\_  
Real Estate Administrator