



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 does not include the demolition of a concrete slab but any foundation materials that exist above or below ground level shall be completely removed by the undersigned contractor. Any resulting depressions or mounds in the ground shall be filled with dirt or graded down so as to be level with the surrounding terrain. At no time should the contractor enter upon, occupy or demolish any item or land outside of this parcel of right of way purchased by DOTD. It is the responsibility of the contractor to discover and be aware of where the DOTD right of way lines are located.

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 also hereby agrees to indemnify and hold the Department and its representatives harmless against any and all claims from injuries to persons or damages to property due to neglect by the contractor.

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