



Community Redevelopment Authority (CRA)

**Thursday, March 16, 2006
Regular Meeting**

Item X1

Contract to Demo

Staff Contact: Chad Nabity

**CONTRACT AGREEMENT
FOR
DEMOLITION OF BUILDINGS
408 E Second Street**

THIS AGREEMENT made and entered into, by and between Galvan Construction Inc., hereinafter called the Contractor, and the Community Redevelopment Authority for the City of Grand Island, Nebraska, hereinafter called the CRA

WITNESSETH:

THAT, WHEREAS, in accordance with law, the CRA has received bids in response to a summary of work to be performed and has caused contract documents to be prepared per the contractor's proposal for the demolition of structures at 408 E Second Street; and

WHEREAS, the CRA, in the manner prescribed by law, has requested and received bids and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract; and

WHEREAS, summary of work to be performed includes: demolition of existing structure; removal and disposal of all concrete from footings, foundation, floors, sidewalks, and driveways; fill in basement with fill and level lot to existing grade; remove all debris from demolition of house; and cap all utilities and wells and provide permit.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the CRA for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the CRA, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the CRA's official award of this contract to the said Contractor, such award being based on the acceptance by the CRA of the Contractor's bid;

ARTICLE II. That the CRA shall pay to the Contractor for the performance of building demolition embraced in this contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of

Seven Thousand Five Hundred Dollars (\$7,500),
for all work covered by and included in the Contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent upon job completion.

ARTICLE III. It is understood and agreed that time is the essence of the Contract. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the CRA and the Contract is executed. The proposed work will commence as soon as possible after Contract execution, and that the Contractor shall complete the work on or before April 30, 2006 for demolition at 408 E Second Street.

ARTICLE IV. The Contractor agrees to comply with all applicable state fair labor standards in the execution of this contract as required by state law. The Contractor further agrees to comply with the provisions of state law, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement.

Contractor _____

By _____ Date _____

Title _____

COMMUNITY REDEVELOPMENT AUTHORITY

By _____ Date _____
Chair

Attest: _____ Date _____
Director

The contract and bond are in due form according to law and are hereby approved.

_____ Date _____
Attorney for the CRA