

City of Galena

211 W. 7th * Galena, Kansas 66739
Phone (620) 783-5265 * Fax (620) 783-5111
The Oldest Mining Town in Southeast Kansas
1877



CONTRACT- REMOVAL AND DEMOLITION OF STRUCTURE(S)

THIS AGREEMENT made and entered into this _____, by and between the City of Galena, a municipal corporation, hereinafter known as First Party, and _____, whose principal office is at _____, hereinafter known as the Second Party.

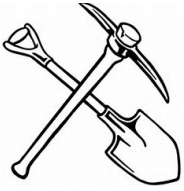
WITNESSETH, that for and in consideration of covenants hereinafter set out the Second Party contracts, promises and agrees to and with the First Party that _____, will furnish all the material and labor necessary to perform (**demolition at _____**) in the city of Galena, Cherokee County, Kansas, according to applicable plans and specifications, if any, and the bid of said Second Party therefore, which plans and specifications and bid are on file in the office of the City Clerk of said City, and are hereby made a part of this contract to the same effect and as fully embodied herein.

Second Party further agrees that the work under this contract shall be completed to the full satisfaction. of the Mayor of the City of Galena within 30 working days of the issuance of the work order and that said work shall be done under the direct supervision of said Mayor, or his authorized agents. Or such other person as the City Council may direct, and that said Mayor's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. Working days shall be as defined in the Standard Specifications of the City of Galena.

Second Party further always agrees that during the prosecution of said improvement, _____ will maintain the proper safeguards, barricades, and lights on the work and every portion thereof to insure the highest degree of safety to the public and that _____ hold the City of Galena harmless in all claims and damages brought against either parties to this contract on account of negligent acts, omissions, or default of said Second Party, their agents or servants in the prosecution of the work of said improvement.

Second Party shall furnish the First Party a good and sufficient bond guaranteeing the completion of said improvement and every part thereof according to the specifications and the bid of said Second Party and the terms of this contract; conditioned further, upon the holding of the City of Galena harmless in all claims and suits for damages as specified in this contract.

Second Party shall furnish the First Party any receipts for proof of proper disposal in a KDHE licensed Construction & Demolition (C&D) landfill before receiving any compensation. Second Party also shall remove debris therefrom, and upon completion of demolition cause the ground to be placed at level grade, including supplying any necessary clean fill to do so,



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and cap water and sewer lines above ground level.

Second Party shall furnish a bond to the State of Kansas in the total amount of this contract, conditioned upon the payment of all material and labor bills incurred in the making of said improvement.

For and in consideration of the covenants promised and agreed to by the Second Party, the First Party will pay to the Second Party, in cash, the following lump sum \$_____.

The Second Party shall be entitled to partial and final payments in accordance with the provisions of the Standard Specifications, project plans and special provisions applicable to the project.

The Second Party further agrees, notwithstanding anything to the contrary contained in the bid documents or the contract to be awarded herein, that the City shall not be subject to arbitration and any clause relating to arbitration contained in the documents or in the contract to be awarded herein between the parties shall be null and void and either party shall have the right to litigate any dispute in a court of law.

The parties agree that this agreement is made in the State of Kansas, and its provisions shall be governed by the laws of the State of Kansas.

For good cause, and as consideration for executing this contract, the contractor, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Galena all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas relating to the product, products, or services purchased or acquired by the City of Galena pursuant to this contract.

IN WITNESS THEREOF, the City of Galena has caused these presents to be signed by the Mayor and attested by its Clerk with the seal of the City of Galena impressed thereon, and the Second Party has caused these presents to be duly executed the day and year first herein written.

Ashley Qualls Groves, Mayor

ATTEST

Tracy Roberts, City Clerk

Signature of Contractor OR Agent