

## CONTRACT

### OWNER:

Town of Yemassee

101 Town Circle

Yemassee, SC 29945

### CONTRACTOR:

Housley Demolition Co., Inc.

118 Summer Wind Drive

Eastover, SC 29044

Having carefully examined the submitted bid proposal and been fully informed in regard to the conditions to be met in its execution, the undersigned proposes to furnish all labor and materials necessary to demolish properties identified in the Demolition Project Bid Form in accordance with the scope of work outlined in the bidders instructions and bid form and with any standards that are dictated by the Bid proposal, any local, state, and federal requirements, if any, by reference are made a part of this proposal.

It is understood and agreed that this document shall constitute the Contract between the parties and be subject to the following terms and conditions:

1. This bid proposal for demolition of the properties described in Attachment A was received by the Owner on November 4, 2022.
2. The bid proposal set forth herein was accepted by the Owner. No work shall be commenced by the Contractor until he has received a written Notice To Proceed from the Owner.
3. The Owner shall issue a written Notice to Proceed Order within thirty (30) days from the Notice of Award of the Contractor's Bid Proposal. In the event such Notice to Proceed Order is not received within this thirty-day period, the Contractor shall have the option of withdrawing the bid and proposal.
4. The Contractor shall commence work within thirty (30) calendar days after the issuance of the Notice To Proceed as set forth in Section 3 above. Failure to begin work within specified time period will void this Contract, unless an explanation of delay is provided and accepted by the Owner and the Project Manager.
5. The Contractor shall have access to the property during normal working hours on normal work days (i.e., Monday through Friday, 8 a.m. to 6 p.m.) No work shall be performed on Sunday unless agreed to by the Owner and Contractor.
6. All work required in accordance with the scope of work outlined in the bidders instructions and bid form and with any standards that are dictated by the Bid proposal, any local, state, and federal requirements, if any, shall be satisfactorily completed by the contractor within 60 calendar days.

Penalty for failure to comply with said completion date is a fine of \$250.00 for each day over completion date. This penalty will be deducted from the contract price and invoked by the Owner.

7. If the Contractor determines, during the course of the project, for any reason, he will not be able to complete said Contract in accordance with written proposal, he must request and execute a written request extending time of completion. Such request must be justified and approved by the Owner and Project Manager. If the contractor leaves the job for more than two weeks the Owner has the sole right to terminate the contract.
8. Payment(s) to the Contractor shall be made as work is satisfactorily completed on the project. Such payment(s) will be made based on percentage of work completed with 10% retainage until completion and final approval by the Project Manager, and with the release of all liens or claims for claims by any and all subcontractors, laborers, and suppliers of material or services rendered in connection with completion of the said project.
9. The Contractor shall furnish to the owner satisfactory evidence of comprehensive public liability insurance coverage protecting the owner for not less than \$100,000 in the event of bodily injury including death, and \$50,000 in the event of property damage arising out of the work performed by the Contractor, and, if required, the Contractor shall maintain such insurance as will protect him from claims for injury under the South Carolina Workmen's Compensation Act.
10. Contractor represents that at the time of execution hereof, Contractor is not excluded from receiving federal contracts or on the State Fiscal Accountability Authority's Suspensions & Debarment's list. Additionally, Contractor represents that he is registered in the System of Award Management (SAM) and have provided verification that the Contractor registration is current and active to the Owner and/or Project Manager.
11. It shall be the Contractor's responsibility to obtain and pay for all permits and licenses necessary for the execution and successful completion of the project. It is also the Contractor's responsibility to verify that all subcontractors under the contract are licensed and registered by the State of South Carolina. Additionally, it is the Contractor's responsibility to verify that all subcontractors (if any) are registered in the System of Award Management and provide verification that the registration(s) are current and active to the Owner and/or Project Manager.
12. The entire project shall be executed in accordance with all applicable local codes and regulations whether or not covered by the bid instructions and proposal.
13. The Contractor shall keep the premises clean and orderly during the course of work and remove all debris at the completion of the work. Material and equipment that have been removed as a part of the work shall belong to the Contractor.
14. The Contractor shall not assign his rights under the Contract without first obtaining written consent of the owner. Any request for assignment must be directed to the owner in care of the Project Manager.
15. The Contractor shall permit the US Department of Housing & Urban Development or its designees' (ie, SC Department of Commerce-Grants Administration), the Town of Yemassee, and Lowcountry Council of Governments free access to examine and inspect the work progress at all times during its preparation. The Contractor shall at all times during agreed upon work hours in Section 5, have access to the work. If the specification, plans, instructions, laws, ordinances, or

any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the authority timely notice of its readiness for inspection and if the inspection is by another entity other than the Owner or Project Manager the time shall be fixed for such inspection. Inspections shall be promptly made.

16. The Contractor shall make no changes in the type of work or materials called for in the Work write-up and Basic Specifications without written authorization from the owner and the Lowcountry Council of Governments via an approved change order. Unauthorized deviations shall constitute a breach of contract and shall be cause for termination of this contract by the Owner or Lowcountry Council of Governments.
17. Final payment to the Contractor shall be made after the work is completed, and only after final inspection and acceptance of all work to be performed, and further subject to the condition that final payment shall not be due until the Contractor has delivered to the Owner in care of the Project Manager a complete release of all liens or claims for liens arising out of the Contract by the Contractor, subcontractors, laborers, and suppliers of material or services.
18. The Owner will be responsible only for items specified in the Bid Proposal, and the Contractor shall not enter into any agreement with the applicant for completing items other than those specified on the Bid Proposal.
19. For consideration named herein, the Contractor proposes to furnish and pay for all materials, tools, and equipment and perform and pay for all labor necessary to demolish the properties identified by the Owner described herein, all in accordance with the contract described in Section 17 above for the sum of \$ 63,423.00.
20. The Environmental Mitigation Measures that apply to this project are shown in Attachment B.

In Witness Whereof, the parties hereto have executed this contract in three counter parts, each copy of which shall be deemed an original, on this 5th day of January, 2023.



Witness to Contractor's Signature

Troun Hausley


Contractor



By: Signature

SINON ESTAMATOR

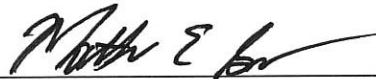
Title



Witness to Owner's Signature

Town of Yemassee

Owner



By: Signature

Town Administrator

Title