

BID FORM

To: Town of Boiling Springs
Attn: Patrick Ave Bid
PO Box 1014
Shelby, NC 28017

From: Cloningers, Inc
136 Ferris Post Rd
Bessemer City NC 28016
Jason Cloninger

Demolition and Removal – 1425 Patrick Avenue.

As the undersigned contractor, I have inspected the above referenced house and understand the extent and character of the work to be completed as described in the Invitation to Bid.

I propose to furnish all labor and equipment necessary to accomplish all work as described in the Invitation to Bid. The value of any salvage materials must identified and subtracted from the demolition costs. The successful bidder will be paid for the adjusted costs as shown below:

• Demolition Costs			<u>4500⁰⁰</u>
• Value of Scrap Metal	(Deduct)	-	<u>0</u>
• Adjusted Demolition Costs		\$	<u>4500⁰⁰</u>

I agree to the attached Terms & Conditions.

Rebecca Cloninger
Signature
64057

License Number

Cloningersinc@bellsouth.net
Email

Cloningers, Inc
Company Name

12/31/2022

Expiration Date

704-922-0236
Phone

SERVICE CONTRACT AND INDEMNITY AGREEMENT

Town of Boiling Springs, North Carolina (hereinafter "Town") agrees to secure the services of the company or individual (hereinafter "Contractor") indicated in the signature section below to provide labor for a particular job or services of a limited special nature. The Contractor has been offered contract work by the Town and the work will be performed at site(s) owned or operated by the Town. Prior to signing contract and prior to commencing services, Town and Contractor have provided a jointly completed "Worker Status Determination Report" and "Vendor Registration Form" for inspection by qualified staff. In consideration of the foregoing premises, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

- 1. Services:** The services to be performed by the Contractor shall be as described in documents attached hereto and incorporated herein by this reference. The work shall include all labor and materials which will be paid by the Contractor and necessary for completion of the work. Label attached documents sequentially beginning with Attachment 1. If more than two documents are attached, provide as Attachment 1 a list that identifies all documents attached and remaining documents shall be sequentially numbered.
- 2. Payment:** The Contractor will be paid as outlined in attached documents.
- 3. Warranty:** The Contractor shall and hereby does warranty all workmanship and materials for up to at least one year after completion of the project. Any materials, equipment, or workmanship discovered to be inferior, or which fails to perform as reasonably expected shall be repaired or replaced by the Contractor, at the Contractor's expense, within a reasonable time period of the Contractor being notified of such discovery.
- 4. Independent Contractor:** The Contractor agrees that he/she is an "independent contractor" not under the control or supervision of the Town and, therefore, not eligible for Town employee benefits (such as health insurance and workers' compensation insurance). The Town's health insurance policy and workers' compensation insurance will not cover the Contractor in the event of sickness, illness, injury, or accident. The personnel policies of the Town do not apply to the Contractor. The Contractor does not make this agreement under any duress.
- 5. Taxes/Withholdings:** The Contractor is responsible for all federal and state employment taxes or other required withholdings. The Town will not pay on the Contractor's behalf any federal or state income tax, social security tax, or any other withholding tax or benefit.
- 6. IRS Form 1099:** The Contractor will not be required to fill out an application for employment. The Contractor will not be provided a W-2 form, but the Contractor's pay will be reported to the IRS. The Town will provide an IRS Form 1099 at the end of the calendar year to each Contractor per IRS rules and regulations.
- 7. Limited Need for Services:** As an "independent contractor", the Contractor's services may be needed for a limited time and the need may end at any time for any reason.
- 8. Compliance with Applicable Laws:** The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall perform the work as provided for by the contract in compliance with all applicable federal, state and local regulations and laws including, but not limited to, the OSHA standards set and enforced by the Department of Labor, minimum hour and wage regulations, equal opportunity employment laws, confidentiality, state incorporation laws, state rules concerning the collection and reporting of sales and use taxes, restriction against officers and employees of the Town deriving personal benefit(s) from the Contractor, disclosure of lobbying activities, etc. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent local government ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.
- 9. Insurance and Bonding:** Prior to commencing services and throughout the term of this agreement, the Contractor and all subcontractors shall maintain in force adequate applicable

insurance coverage for property and general liability, malpractice, workers compensation, and vehicle liability. When the minimum required insurance is determined to be insufficient, the Contractor will maintain in force insurance reasonably appropriate to the work to be undertaken by the Contractor. When exempt from workers compensation or other insurance coverage, the Contractor shall provide documented proof of exemption. Further, the Contractor agrees to provide a Certificate of Liability to the Town for all applicable insurance coverage.

10. **Indemnity:** To the fullest extent permitted by law, the Contractor agrees to and hereby does indemnify, defend, and hold harmless the Town and Town's officers, agents, and employees from and against any and all losses, costs, damages, obligations, and expenses incurred by the Town (including, without limitation, attorney's fees) that arise in connection in any way, directly or indirectly, associated with the work to be performed by the Contractor or any of its agents, subcontractors, and employees (including, without limitation, any claim for personal injury, death, sickness, or disease, or payment arising from an employee of Contractor, any sub-Contractor or any other party), whether in any event such claim arises prior to completion of and payment for the contracted work or thereafter.

11. **Damage to Town Property:** The Vendor shall be responsible for any damage to or loss of the Town's equipment or facilities arising out of an act or omission of the Vendor or its authorized user and deemed reasonable by either (1) both Town and Contractor, (2) mediator, or (3) court/judge.

12. **Additional Terms:** The Contractor hereby also formally agrees to the entire set of general terms and conditions at <http://www.ccncgov.com/FinanceD/vendors.html>, which aids the Town in its efforts to comply with federal rules and regulations.

13. **Amendment of the Contract:** No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. On behalf of the Town, both the Authorized Town Department Representative and the Town Finance Director must sign and a board chairperson may also be required to sign. A signed original is to be fastened to the original Contract with signed copies retained by all parties.

14. **Complete Agreement:** This Contract and all attachments constitute the complete agreement and understanding between the parties. All prior and coexisting agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this contract if they alter, vary, or contradict this Contract.

SIGNATURE SECTION

1. **Subject to Contractor Approval:** On behalf of the Contractor, please indicate consent to these terms and conditions by signing and completing the lines below.

Cloningers, Inc
Printed Name of Company or Individual

Rebecca Cloninger Rebecca Cloninger 8/29/22
Authorized Representative: Signature / Printed Name / Date

2. **Subject to Board Approval:** On behalf of the Town of Boiling Springs NC, the Order to demolish this dwelling was approved on June 7, 2022.

Clerk to the Town Council: Signature / Seal