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SUBJECT: HEAVY DEBRIS REMOVAL AND LAWN MAINTENANCE SERVICES - REBID

BID #: JSC-0094-22 **OPEN DATE: 2022-06-01**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – PERIOD OF SERVICE WILL BE FROM THE DATE OF CONTRACT EXECUTION THOUGH SEPTEMBER 30, 2023, WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: MUNICIPAL CODE COMPLIANCE DIVISION

BASIS OF AWARD: BY ZONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDERS (PRIMARY, SECONDARY AND TERTIARY)

NUMBER OF BIDS INVITED: 46 **NUMBER RECEIVED:** 8 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the lowest responsive, responsible primary, secondary and tertiary bidders for Heavy Debris Removal and Lawn Maintenance Services - Rebid. Project award will be issued only to the Primary Contractor in each area with the secondary and tertiary as reserves if the primary contractor is not able to perform the requested services. Below are the listings for award.

Zones 1 & 2 Award Amount $25,000.00
Primary: ERS Corp
Secondary: Amazing Property Preservation, Inc.
Tertiary: Total Lawn Solutions

Zones 3 & 4 Award Amount $25,000.00
Primary: ERS Corp
Secondary: Amazing Property Preservation, Inc.
Tertiary: Total Lawn Solutions

Zone 5 Award Amount $25,000.00
Primary: ERS Corp
Secondary: Amazing Property Preservation, Inc.
Tertiary: Total Lawn Solutions

Zone 6 Award Amount $25,000.00
Primary: ERS Corp
Secondary: Total Lawn Solutions
Tertiary: Amazing Property Preservation, Inc.

Period of service will be from the date of contract execution though September 30, 2023, with three (3) one (1) year renewal options. Total requested expenditure not to exceed $100,000.00.

Funding Source: 11545.176002.534100.000000.00000000.00000.0000000, to be executed by formal contract through the Office of General Counsel and process by purchase order(s).

Attachments: Recommendation Memo, Bid Tabulation Sheets, Terms and Conditions, Specifications

ANALYST: _____
RUBEN OLA

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Michael Chao, Division Chief, Municipal Code Compliance Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

June 16, 2022

M E M O R A N D U M

TO: Gregory Pease, Division Chief
Procurement Division

FROM: Michael Chao, Division Chief
Municipal Code Compliance Division

RE: Contract Award Request for Bid # JSC-0094-22

The Municipal Code Compliance Division recommends approval of the following vendors for award under Bid # JSC-0094-22 for Heavy Debris Removal and Lawn Maintenance Services. Projects will be issued only to the Primary vendor in each area, with the Secondary & Tertiary vendors serving as reserves. Period of service is 365 days from the date of execution through September 30, 2023 with three (3) one (1) year renewal options.

Zones 1 & 2 Primary: Environmental Remediation Solutions Secondary: Amazing Property Preservation Tertiary: Total Lawn Solutions	**Award** $25,000.00
Zones 3 & 4 Primary: Environmental Remediation Solutions Secondary: Amazing Property Preservation Tertiary: Total Lawn Solutions	**Award** $25,000.00
Zone 5 Primary: Environmental Remediation Solutions Secondary: Amazing Property Preservation Tertiary: Total Lawn Solutions	**Award** $25,000.00
Zone 6 Primary: Environmental Remediation Solutions Secondary: Total Lawn Solutions Tertiary: Amazing Property Preservation	**Award** $25,000.00

Funding Source: 11545-176002-534100-000000-00000000-00000-0000000

MC/kd

TITLE: HEAVY DEBRIS REMOVAL AND LAWN MAINTENANCE SERVICES - REBID

BID NO.: JSC-0094-22

OPEN DATE: June 1, 2022

ANALYST: RUBEN OLA

No. Invited: (46) No. Received (8) No Bids: (0)

Bid Recorder: M. Pierce, Announcer: C. Spitler

ITEM	DESCRIPTION	QUANTITY	A REAL UNIQUE ENTERPRISE LLC		R2 SERVICE GROUP		MCNEAL'S ENTERPRISE		A SANTUARY HOUSE OF N. FL INC.		ERS CORP	
			PRICE EACH	EXT. PRICE	PRICE EACH	EXT. PRICE	PRICE EACH	EXT. PRICE	PRICE EACH	EXT. PRICE	PRICE EACH	EXT. PRICE
1	Heavy Debris Removal and Lawn Maintenance Services (Zone 1 & 2)	1 LOT		$ 18,374.12		$ 21,401.86		$ 19,382.60		$ 39,990.35		$ 9,922.00
2	Heavy Debris Removal and Lawn Maintenance Services (Zone 3 & 4)	1 LOT		$ 18,382.12		$ 24,913.86		$ 18,882.60		$ 39,990.35		$ 9,922.00
3	Heavy Debris Removal and Lawn Maintenance Services (Zone 5)	1 LOT		$ 15,699.62		$ 19,071.25		$ 17,789.10		$ 39,990.35		$ 9,922.00
4	Heavy Debris Removal and Lawn Maintenance Services (Zone 6)	1 LOT		$ 15,699.12		$ 19,026.25		$ 17,789.10		$ 79,985.70		$ 9,922.00
		GRAND TOTAL:		$68,154.98		$84,413.22		$73,843.40		$199,956.75		$39,688.00
		TERMS:			2% DISC. 10 DAYS				0% DISC. 7 DAYS			
		DELIVERY (Business Days):	10 DAYS						7 DAYS			
		CONFLICT OF INTEREST:	✓		✓		✓		✓		✓	
		ADDENDUM (1):	✓				✓		✓		✓	
		NOTES:										

TITLE: HEAVY DEBRIS REMOVAL AND LAWN MAINTENANCE SERVICES - REBID

BID NO.: JSC-0094-22

OPEN DATE: June 1, 2022

ANALYST: RUBEN OLA

No. Invited: (46) No. Received (8) No Bids: (0)

Bid Recorder: M. Pierce, Announcer: C. Spitler

ITEM	DESCRIPTION	QUANTITY	TOTAL LAWN SOLUTIONS		AMAZING PROPERTY PRESERVATION, INC.		M.Y. CONTRACTORS, INC.					
			PRICE EACH	EXT. PRICE	PRICE EACH	EXT. PRICE	PRICE EACH	EXT. PRICE	PRICE EACH	EXT. PRICE	PRICE EACH	EXT. PRICE
1	Heavy Debris Removal and Lawn Maintenance Services (Zone 1 & 2)	1 LOT		$ 14,564.50		$ 10,638.10		$ 58,416.00				
2	Heavy Debris Removal and Lawn Maintenance Services (Zone 3 & 4)	1 LOT		$ 15,641.50		$ 10,638.10		$ 57,793.00				
3	Heavy Debris Removal and Lawn Maintenance Services (Zone 5)	1 LOT		$ 11,154.12		$ 10,638.10		$ 53,170.00				
4	Heavy Debris Removal and Lawn Maintenance Services (Zone 6)	1 LOT		$ 10,479.13		$ 10,638.10		$ 69,675.00				
	GRAND TOTAL:		$51,839.25		$42,552.40		$239,054.00					
	TERMS:						0% DISC. 0 DAYS					
	DELIVERY (Business Days):						30 DAYS					
	CONFLICT OF INTEREST:		✓		✓		✓					
	ADDENDUM (1):		✓		✓		✓					
	NOTES:											

TERMS AND CONDITIONS
HEAVY DEBRIS REMOVAL AND LAWN MAINTENANCE SERVICES - REBID

1. SCOPE

The City of Jacksonville's **Municipal Code Compliance Division** is currently accepting bids to obtain a source of supply for the item(s) / service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s) / service(s) and to obtain pricing commitments for **Heavy Debris Removal and Lawn Maintenance Services** as listed in the bid documents.

2. AWARD

Award will be **BY ZONE** to the lowest responsive, responsible bidder. **Bidders must bid on ALL ITEMS in a ZONE to be considered for award.** ALL awards are subject to the availability of funds. The Contract(s) will be based on the unit pricing supplied at the time of the bid.

At its sole discretion, the City of Jacksonville may award one (1) primary, one (1) secondary, and one (1) tertiary contractor to each of the four (4) separate contracts for this work to the following: Zones 1 & 2; Zones 3 & 4; Zone 5; Zone 6. Bidders must list a price for each line item, to be considered responsive. Rates for line items shall either be marked as "Each," which denotes the price for an individual item under that heading, or **"Full," which will equate to 1000 square feet that contain the identified debris. It will be prorated by a factor of 0.25, 0.50, 0.75, or 1.0, depending upon the actual volume of debris abated by the Contractor. The net area will then be multiplied by the established unit price per 1000 square feet.** Bidders may decline any awarded zones at the time of award, and the award shall fall to the next lowest bidder. The City shall reserve the right not to award individual zones or any zones and rebid at a later date if it is determined to be in the best interest of the City. All awards are subject to the availability of funds.

3. TERM OF AGREEMENT

The term of this agreement will be **from date of execution** through September 30, 2023 with three (3) one (1) year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and condition set forth in the bid documents.

4. MINIMUM REQUIREMENTS

Bidders should submit the following requirements; failure to submit any of these requirements may be grounds for rejection:

a. Contractor shall provide proof of applicable local business license.

b. The Contractor must be DEP certified and be able to attain a hauling license with the City of Jacksonville for the disposal of tires.

c. Contractor to submit proof of a verifiable location of an office located within the limits of Duval County.

d. Contractor to submit list of key staff who will be available to perform work on this contract. Information should include resumes, certifications, and any specialized training received.

e. A list of at least three (3) major customers for which services related to this type of work have been provided within the last two (2) years, including any local, state, or federal government agency. The list must include a description of services being provided for each customer and the name, title,

SPECIFICATIONS
HEAVY DEBRIS REMOVAL AND LAWN MAINTENANCE SERVICES - REBID

1.0 GENERAL

Notice is hereby given that the City of Jacksonville, Florida, will receive sealed bids and qualification documents from contractors to perform Heavy Debris Removal and Lawn Maintenance Services at various locations throughout the Duval County area. These services will range from mowing and cleaning of properties to removal and proper disposal of varying volumes of Garbage/Trash/Rubbish/Debris. Contractor must be able to maintain a current pre-qualification status for the City of Jacksonville Heavy Debris Removal category during the life of this contract.

2.0 DEFINITION OF TERMS

2.1 The following terms, whenever used in the Contract, have the meaning as provided below:

2.1.1 Addenda or Addendum means written or graphic instruments issued by the City to prospective Bidders prior to receipt of bids which modify or interpret the Contract by additions, deletions, clarifications and/or corrections.

2.1.2 Bid means the proposal, formal or informal, of the Bidder submitted on the prescribed Contract proposal form setting forth the prices for the Work to be performed.

2.1.3 Bidder means any individual, firm or corporation submitting a Bid for the work to be performed under the Contract.

2.1.4 Bonds mean Bid, Performance, Payment and other instruments of security, furnished by Contractor and its Surety in accordance with the Contract requirements.

2.1.5 City means the City of Jacksonville, Florida, including any of its departments.

2.1.6 Contractor means an individual, firm or corporation entering into the Contract with the City to perform the Heavy Debris Removal and Lawn Maintenance work as specified in the Contract.

2.1.7 Contract means the written agreement between the City and Contractor covering the Work to be performed and including, if applicable, the following: the Invitation to Bid, Instructions to Bidders, Special Instructions to Bidders, Contractor's signed submitted bid, bid Bond(s), Contract Agreement, Statutory Contract Bond(s), General Conditions, Special Conditions, Drawings, Plans, Addenda and Change Order, the Invitation to Bid, Instructions to Bidders, Special Instructions to Bidders, Contractor's signed submitted bid, bid Bond(s), Contract Agreement, Statutory Contract Bond(s), General Conditions, Special Conditions, Drawings, Plans, Addenda and Change Order(s).

2.1.8 Chief means the Chief, Municipal Code Compliance Division, Neighborhoods Department, City of Jacksonville, or such other City official which the Division Chief or the City may designate as their representative for this Contract.

2.1.9 Contract Amount or Contract Price means the total moneys payable to Contractor under the terms and conditions of the Contract.

2.1.10 Day(s) means a full twenty-four hour period which, except as otherwise provided in the Contract, shall be a calendar day including Saturdays, Sundays and holidays.

2.1.11 Debris Removal or Site Clearance means the removal from the site of all qualifying debris as listed in the bid specifications and unit measurement sheet for that site but shall not include the removal of any items which have been listed in the bid specs prohibiting removal or otherwise specified within the Contract.

2.1.12 Environmental Law(s) means all current and future federal, state and local laws, rules and regulations including all amendments thereto, regulating, in any manner, the generation, handling and/or disposal of any Hazardous Substance including, but not limited to: (1) Comprehensive Environmental Response, Compensation, and Liability Act 1980, as amended by the Superfund Amendments and Reauthorization of 1986, 42 U.S.C. §9601 et seq.; (2) Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6901 et seq.; (3) Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, as amended, 33 U.S.C. §1251 et seq.; (4) Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §2601 et seq.; (5) Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §11001, et seq.; (6) Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §7401 et seq.; (7) Endangered Species Act of 1973, as amended, 16 U.S.C.§1531 et seq.; (8) Occupational Safety and Health Act of 1970, as amended, 29 U.S.C.§651 et seq.; (9) Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §300(f) et seq.; Chapter 376, Florida Statutes; Chapter 403, Florida Statutes; Section 17, Florida Administrative Code; Section 62, Florida Administrative Code; Rules 2, 3 and 7, Jacksonville Environmental Protection Board Rules.

2.1.13 Force Majeure means performance is prevented by an event physically located or occurring at or near the demolition site and having a direct, material and adverse effect on Contractor's performance of the obligations and duties under this Contract such that the event prevents Contractor from fulfilling its duties and obligations under the Contract, so long as such event is not caused by Contractor; is not the result of negligence or lack of reasonable diligence by Contractor; is not reasonably within Contractor's control and not reasonably foreseeable or, even if foreseeable, cannot be avoided. Force Majeure includes the following events: act of civil or military authority, war, riot, fire, explosion, tornado, flood or hurricane requiring evacuation of the area.

2.1.14 Hazardous Substance(s) means those substances, elements, materials or compounds that are included in any list of hazardous or restricted substances adopted by the United States Environmental Protection Agency (the "EPA"); and also means any other substance, element, material or compound defined or restricted as a hazardous, toxic, radioactive or dangerous substance, material or waste by the EPA or by any other ordinance, statute, law, code, or regulation of any federal, state or local governmental entity or agency, whether now or later enacted, issued or promulgated; and also means those materials and substances regulated under any Environmental Laws.

2.1.15 Inspector means the authorized field representative of the Chief assigned to inspect any of the Work.

2.1.16 Subcontractor means an individual, firm or corporation having a contractual agreement with Contractor, or with a Subcontractor of any tier, to perform a part of Contractor's obligations under the Contract.

2.1.17 Work means any and all obligations, duties and responsibilities necessary to the successful completion of the scope of work to be performed by Contractor under the Contract, including, without limitation, the furnishing of all labor, materials, equipment and other incidentals and meeting all guarantees.

3.0 BID SUBMITTAL REQUIREMENTS

3.1 **Bidders <u>must</u> provide the following in their Bid submittal for review by the City. Bids not providing this information may be considered non-responsive and rejected accordingly:**

3.1.1 Signed bid form.

3.1.2 Conflict of Interest form.

3.1.3 Any and all issued addendums.

4.0 OTHER REQUIREMENTS

4.1 Upon request from the City, Bidders will provide the names, addresses, social security number and employment history for those technicians who will be performing City work for verification of experience and for background checking, if necessary.

4.2 The City will require that the Bidders technicians dress in a manner appropriate for the work being performed displaying company uniform or logo. Bidder technicians shall also perform work in a courteous and efficient manner. Reports of misconduct will be investigated and may be grounds for termination.

4.3 The Bidder will secure, pay for, and comply with all permits and certificates that may be required by local, state and federal laws and ordinances.

4.4 Bidder must maintain, for the life of the contract, all licenses and certifications submitted in order to maintain qualified status.

4.5 Bidder must provide their technicians with transportation, tools, and equipment appropriate to the work being performed. The City will not provide transportation and will not furnish tools and equipment.

4.6 Bidder must provide proof of the work performed by the submission of "before, during, and after" photographs of each property in order to receive payment. A lack of photographic evidence of work performed, or a lack of evidence which conforms to the standards set forth in this contract, will be sufficient grounds for non-payment.

4.7 The contractor will, upon request, provide all documentation showing their cost for any and all material used to complete a project.

4.8 Bidders must further certify that all items furnished under this project will conform to and comply with Federal and State of Florida OSHA standards. Successful bidder must agree to indemnify and hold harmless the City of Jacksonville and the Chief of Municipal Code Compliance for any and all damages that maybe assessed against the City.

5.0 EQUIPMENT REQUIREMENTS

5.1 The Contractor shall:

5.1.1 Furnish all appropriate personnel and the type, size, and quality and quantity of tools and

equipment necessary to complete the specified work in the specified time frame.

5.1.2 Retain mowing, clearing, wood grinding, trimming, sawing, and trash removal/hauling equipment and personnel in sufficient quantities to accomplish abatement operations, as described in these specifications and, if applicable, in the informal bid. The Contractor may be asked to provide a list of all company equipment. The Chief reserves the right to inspect equipment and the business location prior to recommending the award and at any reasonable time for the duration of the life of the contract.

5.1.2.1 Failure to provide a list of equipment owned by the individual/company may be grounds for bid rejection. Equipment may include, but is not limited to the following: mowers, weed-eaters/trimmers, edgers, blowers, trash removal/hauling trucks or large trailers, heavy loading equipment, gas operated limb grinders, gas operated chain saws, and other miscellaneous hand tools.

5.1.3 Lack of suitable equipment on a site is not considered as a valid reason for not abating a site to completion.

5.1.4 Keep equipment in good repair. In addition, Contractors must ensure equipment have installed guards to prevent equipment from propelling debris dangerously and must ensure blades are regularly replaced or sharpened to properly cut vegetation.

5.1.5 All tools, equipment, and blades shall be subject to inspection by the Municipal Code Compliance Division Chief, or their authorized representative/designee, at any reasonable time for the duration of the life of the contract.

5.1.5.1 If the Chief determines that a piece of equipment is in poor working order, poses a safety hazard, or is damaging the turf, landscaping, curbs pavement, or other site improvements, he/ she shall notify the Contractor. Upon notification, the Contractor shall immediately remove the defective equipment from the worksite and temporarily cease work until the equipment is repaired or replaced. Poor equipment or equipment failure is not a valid reason for production delays.

5.1.5.2 Approval from the Chief will not relieve the Contractor of their responsibility or liability for personal injury or property damage caused by equipment operation or failure.

5.1.6 Clean mower decks before leaving each parcel to remove grass clippings and weed seeds.

5.1.7 All motor vehicles used by the Contractor shall be clearly and legibly identified by a sign with the company name and telephone number. At no time shall employee's personal vehicles be parked on or adjacent to the work sites.

5.1.7.1 During transportation, Contractor shall ensure that litter and debris be covered and constructed to prohibit the loss of litter along the roadway.

6.0 PERMITS AND LICENSES

6.1 Contractor shall, at its own expense, procure and maintain all permits, certificates, and licenses required by federal, state, and local laws, rules and regulations to perform the Work. Effective 12/1/2012, any individual, firm, or corporation submitting bids on this project must hold a valid, demolition specialty contractor certificate issued by the Construction Trades Qualifying Board (ref. Jacksonville City Ordinance #2012-630-E). Contractor shall pay all fees required by law for the execution of the Work including, but not limited to, certification fees, permit fees and disposal fees. Contractor shall comply with all laws, ordinances, rules and

regulations relating to the performance of the Work, and pay all fines levied against Contractor or the City, for failure to do so.

6.2 Any changes in permits, licenses, or certificates shall be reported by Contractor to the Chief within five (5) working days of the change. Contractor is obligated to inform the Chief of any permits, licenses, or certifications that may have expired or will expire within one (1) month. Failure to procure the appropriate licenses will be grounds for suspension or termination.

6.3 Contractors must be DEP certified and obtain a tire hauling license from the City of Jacksonville.

7.0 ABATEMENT

7.1 Contractors must remove and transport all garbage/trash/rubbish/debris and other items/materials as specified in the bid specifications and the Unit Measurement sheet in dump or trash trucks/trailers properly equipped for roadway transport.

7.2 Pick-up and loading comprises clearing the land through mechanical and/or manual means/methods, which include, and are not limited to: using pitchforks, rakes, shovels, and/or backhoes, pay loaders, etc.

7.3 Contractors shall dispose of all garbage/trash/rubbish/debris (to include existing debris and contractor-generated debris) in a legal manner at a properly licensed and certified disposal facility in Duval County. Recycling is the preferred method of disposal whenever possible.

7.3.1 Burning or burying litter/debris is not an acceptable method of disposal.

7.3.2 Disposal outside of Duval County or lack of dump tickets will be grounds for rejection of payment.

8.0 DAMAGE

8.1 Neither the City nor the Chief will be responsible for the act or omissions of the Contractor, its agents, employees, subcontractors, or any other persons performing any of the work. The Contractor is financially and legally responsible for damage to vehicles, property, or persons caused by or resulting from its operations. The Contractor shall supervise and direct the work efficiently and with its best skill and attention but shall be liable for accidents or altercations caused by the Contractor's neglect. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures used to achieve the abatement services and for the supervision of its employees while performing work under this contract. At no time shall the City supervise or accept responsibility for employees of the Contractor.

8.2 DAMAGE TO IMPROVEMENTS

8.2.1 The Contractor shall not damage sidewalks, streets, curbs, driveways, pavements, utilities, structures, fences, substantial or marked trees, or any property (except that which will be replaced or removed) either on or adjacent to the work site. Should damage occur, the Contractor shall repair, at the contractor's expense, any and all damaged caused in a manner which is satisfactory to the Chief prior to payment.

8.2.1.1 Such repairs shall restore the damaged area(s) to a condition equal to, or better than, that of the existing adjacent area(s), using the same or similar materials to those in the damaged area(s).

8.2.1.2 The Municipal Code Compliance Division Chief or their authorized representative/designee must inspect and approve such repairs and restorations prior to

payment approval.

8.2.1.3 Subject to prior approval of the Chief, or as outlined in these specifications, the Contractor may trim shrubs and/or trees and may remove lower branches to better facilitate land clearing.

8.2.1.4 The Contractor, at its expense, shall repair or replace damaged property improvements within five (5) days of the damage. Damaged improvements shall be repaired or replaced to a condition at least equal to that which existed prior to the damage.

8.2.1.5 When property damage creates an unsafe condition, the Chief reserves the right to make immediate repairs at the Contractor's expense.

8.2.1.6 If repairs are performed by the Contractor in an unsatisfactorily manner, the Chief may choose to repair the work, with all costs incurred by the Chief deducted from the Contractor's billing.

8.3 DAMAGE TO PROPERTY

8.3.1 The Contractor shall be responsible for responding to all complaints pertaining to any damage that allegedly occurred during abatement operations. The Contractor must correct any damages caused on the property by abatement operations before the Chief issues payment. The Contractor shall use precaution with all equipment and property to prevent damage to turf.

8.3.2 The City will not be held responsible for any damage to property as a result of any work performed by the Contractor. The Contractor shall indemnify the City and hold the City harmless against any and all claims, liabilities, losses, and causes of action, which may arise from fulfillment of the contract. The Contractor shall pay all claims and losses of any kind whatsoever in connection therewith, defend all suits in the name of the City when applicable, and pay all costs and judgments, which may be issued thereon.

8.3.2.1 The Contractor, at its expense, shall repair or replace damaged property improvements within five (5) days of the damage. Damaged property shall be repaired or replaced to a condition at least equal to that which existed prior to the damage.

8.3.2.2 The Municipal Code Compliance Division Chief or their authorized representative/designee must inspect and approve such repairs and restorations prior to payment approval.

8.3.2.3 When property damage creates an unsafe condition, the Chief reserves the right to make immediate repairs at the Contractor's expense.

8.3.2.4 If repairs are performed by the Contractor in an unsatisfactorily manner, the Chief may choose to repair the work, with all costs incurred by the City billed to the contractor.

8.4 SAFETY

8.4.1 If the Chief determines that the Contractor's work at a site may constitute a safety problem during certain times of the day, then the Chief may dictate the time when site visits are allowed.

8.4.2 The Contractor shall be solely responsible for ensuring the safety of its crew(s), employees and subcontractors, along with the safety of the public, while performing the work required by these specifications.

9.0 ENVIRONMENTAL PARAMETERS

9.1 PREVENTION OF MOTOR FUEL AND OTHER HAZARDOUS FUEL SPILLS

9.1.1 The Contractor, Sub-Contractors, Suppliers, and any others associated with the Contractor's work shall take precautions to prevent spills of motor fuels, lubricants, oils, greases, hydraulic fluids, coolants/anti-freezes, chemicals and any other substances that may contaminate the environment. The Contractor shall be liable, fully and exclusively, for the immediate clean-up and remediation of such spills, regardless of how the spill occurred.

9.1.2 Should a spill occur, engage a qualified environmental clean-up and remediation contractor to perform all clean-up and remediation to the certified satisfaction of the regulatory agency and the City. Clean-up and remediation shall be at no cost to the City.

9.2 HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS

9.2.1 Should the Contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants discontinue all operations in the immediate vicinity and immediately notify the City.

9.2.2 The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke or other conditions which appear abnormal may be indicators of hazardous and/or toxic wastes or pollutants and shall be treated with extraordinary caution. Make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

9.2.3 Disposition of the hazardous and/or toxic wastes or pollutants shall be performed by a licensed and qualified entity, not the Contractor, and shall be made in accordance with the laws, requirements and regulations of local, state and/or federal agencies having jurisdiction.

9.2.4 The Contractor's operation may not resume in such areas until so directed by the Chief.

9.3 EROSION CONTROL

9.3.1 Contractor shall take suitable precautions during abatement operations to prevent soil erosion onto adjacent properties and roadways and to prevent the erosion and siltation of waterways.

9.3.2 The Contractor shall be totally liable for fines or penalties imposed by the regulatory agencies having jurisdiction for the Contractor's failure to comply with erosion control and water quality pollution regulations.

9.4 REMOVAL OF STINGING INSECTS

9.4.1 Should stinging insect nests be present at the job site, (such as yellow jacket nests, hornet nests, and beehives) which may be disturbed during the requested site clean-up, Contractor must obtain a written bid proposal from two licensed pest control operators to remove yellow jacket, hornet, or other stinging insect nests, except beehives.

9.4.1.1 If a beehive is encountered, obtain a written bid proposal from two registered beekeepers to arrange relocation of the beehive. Go to the Jacksonville Beekeepers Association webpage (jacksonvillebeekeepersassociation.com) for a list of beekeepers who will relocate bee swarms and beehives. Do not exterminate bees.

9.4.1.2 Transmit digital photos of the insect nests or hives. Submit the two written bid proposals from the licensed pest control operators or beekeepers to remove the identified pest, on the bidding company's letterhead. If a beekeeper will remove the hive at no cost, then only one proposal is required.

9.4.1.3 After receipt of the Chief's written approval of the selected proposal, have the pest control company or beekeeper remove the colony of insects. Include the cost of the pest control operator's or beekeeper's services in the job-site invoice, along with a copy of pest control operator's or beekeeper's invoice.

9.5 DISCOVERY OF AN UNMARKED HUMAN BURIAL SITE

9.5.1 If an unmarked human burial site should be discovered, immediately cease all activities that may disturb the site and then notify the Duval County Medical Examiner and the Chief, of the burial site location. Do not resume work near the site until specifically authorized by the District Medical Examiner or the State Archeologist.

10.0 WORK ORDERS AND SCHEDULE OF WORK

10.1 The Municipal Code Compliance Division will prepare a Work Order for each property cited for code violations which will list the abatement services requested to correct the violation(s). The Work Order will authorize the Contractor to enter the property and perform the abatement services specified in the Work Order. Each Work Order is considered a notice to immediately proceed with the work.

10.2 The Chief may issue one work order or multiple work orders at the same time, or issue additional work orders before the Contractor completes the Work Orders previously issued.

10.3 The Contractor shall schedule his work to ensure completion of projects and submit the necessary documentation for payment within ten (10) business days of issuance of the work order. The Contractor shall complete all work orders deemed as emergency situations within two (2) business days, and complete all 'ASAP' work orders within three (3) business days, unless otherwise directed by the Municipal Code Compliance Division Chief or her authorized representative/designee, as deemed necessary. The time period will begin on the following workday after issuance of the Work Order, unless a City holiday.

10.4 Once work on a site commences, it shall be continuously and diligently pursued until completion, unless severe inclement weather prevents completion of work. If severe inclement weather prevents completion of work, the Contractor must report such activity to the assigned Contract Compliance Inspector within two (2) business days of scheduled commencement of work.

10.5 The work crew must complete the work before beginning work at another site, unless otherwise directed by the Chief.

10.6 The Contractor shall not surrender an awarded project unless directed to by the Chief. Surrender of, or refusal to perform, the assigned work shall result in termination.

10.7 If upon inspection, the Chief's designee determines that a site is not properly and completely cleared or otherwise abated per contract specifications, the Chief's designee will notify the contractor the same day via e-mail of the necessity and reason(s) for re-work. The Contractor must satisfactorily abate all violations per contract specifications within two (2) business days of notification.

10.7.1 Additional visits by the Contractor to complete the project will be at no additional cost to the City.

10.7.2 The Chief may impose on the Contractor a re-inspection fee of $50.00 for each site, which Municipal Code Compliance Division determines the Contractor performed substandard work, and the designee directed the Contractor to return to the job site to complete abatement, according to the specifications listed herein.

10.7.3 The Contractor or the designee of the Chief of Municipal Code Compliance Division will deduct the re-inspection fee(s) incurred from the appropriate invoice.

10.7.4 When work orders are five (5) days past due the established completion date, the Chief may assess the Contractor, as liquidated damages, the amount of twenty-five dollars ($25.00) per project, per day.

10.7.5 At such time, the Chief will notify the Contractor of that delinquency by e-mail and note the beginning date of the daily liquidated damages. The accumulated liquidated damages will be billed to the Contractor.

10.7.6 The liquidated damages provided herein are not as a penalty, but as a reimbursement to the City for its added expense for additional supervision, inspection and administration of the Contract.

11.0 EXTENSION OF TIME FOR UNFORESEEABLE CAUSES

11.1 Rain delays, equipment failure, and/or repeat work caused by failure to comply with the specifications will not be considered as justifiable causes for failure to complete the work in time allowed. The only justifiable delay that will be considered is during the period when a natural disaster is declared by local government authorities or when the Chief orders a temporary suspension of work which affects the property.

11.2 In the event of a major storm (excluding normal weather conditions for the area) which impacts Contractor's work, Contractor must immediately notify the Chief in writing of such conditions. Contractor shall also provide the Chief with a plan for resuming the work. As soon as practicable after such event, Contractor shall resume with the normal work schedule and shall so notify the Chief in writing of such. In the event of a Force Majeure event, Contractor shall immediately notify the Chief in writing of such event and of Contractor's proposed plan for resuming and completing the Work.

11.3 The City shall not be liable to Contractor or to any third party due to a Force Majeure or major storm event preventing Contractor from performing under this Contract.

11.4 Contractor shall not be entitled to any extension of time for completion of the Work as herein specified unless Contractor, within two (2) days from the beginning of any delay (delay shall be meant to include delay, disruption, or hindrance), notifies the City and the Chief in writing of such delay and the cause thereof, and the Chief shall determine:

11.4.1 That such delay arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not limited to, Force Majeure or major storm event; and

11.4.2 That the work cannot be completed by Contractor within the time specified solely by reason of such causes.

11.5 No extension of time shall be granted for material delays or deliveries except in the case of national emergency, documented labor strikes, or any suspension of work ordered by the Chief.

11.6 Any such request for an equitable extension of contract time shall include documentation substantiating Contractor's request for relief. As soon as practicable after Contractor's notice is received, the Chief shall make a determination as to additional time, if any, for completion of the Work which is justified by the unforeseeable causes.

11.7 Contractor's only remedy for delays described herein shall be an extension of the time limit to perform the Work as determined by the Chief, and such delays shall not be the basis for an increase in the Contract Amount. Any request for an equitable extension of the Contract time for completion shall include a time impact analysis that substantiates, to the Chief's satisfaction, that Contractor is entitled to the relief requested.

12.0 PHOTOGRAPHIC DOCUMENTATION

12.1 The Contractor is required to photographically record the entirety of the subject property with special attention to the violation(s) to be corrected: 1) immediately prior to commencing abatement, 2) at various stages during abatement, and; 3) immediately after abatement of all violations listed on the work order or informal bid specifications, to ensure validity of the completed work.

12.2 Photographic Documentation shall follow the below listed parameters:

12.2.1 Unique landmarks, defined as "a prominent and identifying feature of a landscape", shall be clearly visible in the photograph.

12.2.2 Photographs must be in color.

12.2.3 The Contractor must legibly record the corresponding Municipal Code Compliance case file number(s) and street location of the abatement project on the border of or the back of each photograph. If several photographs are placed on a sheet, the sheet must contain the information stated above.

12.2.4 Photographs must be submitted with the completed work order prior to approval for payment and will become the property of the City upon submittal.

12.2.5 There shall be no more than four (4) photographs per page (8 ½" x 11"). Each photograph shall be no smaller than 4x6.

12.2.6 Photographs must be collected and separated into chronological sections labeled "Before", "During", and "After". Sections may be denoted using identifying sheets in between the sections, or by labeling each sheet.

12.2.7 Each photograph must be "date" and "time" stamped. Falsified date and time stamps will be cause for termination of the contract.

12.2.8 The Contractor shall properly verify completion of the abatement project described on the work order by photographing the property from the same angles as they did in the 'before' and 'after' photographs. The Chief will only approve payment for the areas and debris pictured in the photographs.

12.2.9 The Contractor shall use cameras with instant picture capability to immediately determine photograph quality and content during abatement operations. Cameras must also provide a visible screen so that pictures may be viewed and verified on site to ensure that the work is being properly documented.

12.2.10 Any items listed on the Unit Measurement sheet must be clearly and incontestably accounted for in the Contractor's photographs.

12.2.11 The first and last picture in each set of pictures from a property shall be a panoramic shot of the entirety of the property as seen from the street frontage or right-of-way. If the lot is on more than one street frontage, repeat this requirement for each street frontage.

12.2.12 The Contractor shall submit no less than ten (10) photographs per site.

12.2.13 Once work has been completed, the documentation shall be returned to the City as a single packet. The packet shall be in the following order:

12.2.13.1 Contractor's invoice.
12.2.13.2 Contractor's JSEB form.
12.2.13.3 The work order originally provided by the Chief, with bid specifications and Unit Measurement sheet attached to the back.
12.2.13.4 The Contractor's before, during, and after pictures.
12.2.13.5 The Contractor's dump tickets and any other relevant receipts.
12.2.13.5.1 The packet shall be stapled, rubber banded, or clipped in such a way that the documents shall not become separated from each other. Do not staple the invoice or the JSEB form.

12.2.14 Failure to comply with any of the above requirements may result in a reduction of payment or no payment to the Contractor for the work order. Repeated failures, as determined by the Chief, shall result in termination.

13.0 RECEIPTS

13.1 Contractors must submit legible copies of disposal receipts from any certified landfill, mulching, and/or recycling facilities charges with their request for inspection/payment. Receipts may apply to more than one work order, but **EACH** receipt must list all related:

13.1.1 Addresses
13.1.2 Work order numbers (case file numbers)
13.1.3 And percentage of the debris associated with those properties.

13.2 Any additional approved expenses, such as the required documentation for pest removal, shall list the address of the subject property and clear description of the work performed.

13.3 All dump tickets and receipts must clearly display a digital time stamp. Handwritten time stamps will not be accepted.

14.0 CHANGES IN THE SCOPE OF WORK

14.1 Bid specifications and Unit Measurement sheets for individual properties are included with every work order. Contractors are to compare bid specifications and Unit Measurement sheets against the subject property before work has begun in an attempt to locate discrepancies between the two. Any changes in the scope, whether it be an increase or decrease in the volume of debris or debris which is new or missing from the site, shall be duly and plainly notated on the Unit Measurement sheet in the space provided for such. The contractor must provide clear photographic proof of all changes in the scope of work, in addition to the standard documentation requirements. The changes must be clearly and incontestably distinguishable from the original debris. Should the contractor fail to provide adequate documentation of said changes, then payment for those changes shall be denied.

14.2 Should a change in the scope be so significant that the site may be considered to be complied, or to render

the work inapplicable to the criteria required for Heavy Debris; the Contractor will not perform work on the site and return the work order to Municipal Code Compliance offices within two (2) business days.

14.2.1 Work may be considered inapplicable to the criteria required for Heavy Debris if any of the following conditions exist:

14.2.1.1 The volume of the debris would be less than 2 cubic yards and contains no large items such as large furniture, large appliances, boats, uncut trees, or other debris which could not be easily abated.

14.2.1.2 The vast majority of the debris has been moved to the right of way for waste collection.

14.3 The Chief may make changes in the scope of Work required to be performed by Contractor by making additions to or omitting from the scope of Work without relieving Contractor from his obligations under the Contract and without affecting the validity of any bonds and without releasing any sureties from said bonds. Any required additional work shall be performed under the same terms and conditions as the original Contract unless expressly provided otherwise.

14.4 Should the scope of work present on any one site be so burdensome so as to be considered to be a "special circumstance", then the project may be opened to competitive bids. The Chief will have sole discretion as to what constitutes a special circumstance on a case-by-case basis.

14.4.1 Should the contractor feel that a site warrants status as a special circumstance, they must alert the Chief in writing within twenty-four (24) hours of their assessment and produce photographic evidence which supports their claim. The Chief will make a determination as to the status of the site and alert the contractor in writing within forty-eight (48) hours of receipt of the request.

15.0 UNIT MEASUREMENTS

15.1 Unit Measurement sheets for individual properties are included with every work order. Size of items will vary. Contractor is to do their best to provide unit pricing with the information being provided as the unit prices are considered all inclusive. The criteria for each line item includes, but is not limited to, the following:

15.1.1 **Tires (Each)**

15.1.1.1 All vehicle tire types shall come under this heading.

15.1.1.1.1 Tractor/Semi

15.1.1.1.2 Truck/Car

15.1.1.1.3 Bicycle/Smaller

15.1.2 **Furniture (Each)**

15.1.2.1 Couches/Sofas

15.1.2.2 Recliners

15.1.2.3 Tables/Chairs

15.1.2.4 Beds/Mattresses

15.1.2.5 Dressers/Armoires

15.1.2.6 Shelving/Desks

15.1.2.7 Toilets/Sinks/Bathtubs

15.1.2.8 Broken patio furniture

15.1.2.9 Pool/Air Hockey/Foosball/Gaming tables

15.1.3 **Appliances (Each)**

15.1.3.1 Refrigerators

15.1.3.2 Stoves/Ovens

15.1.3.3 Washers/Dryers
15.1.3.4 Dishwashers
15.1.3.5 Vending Machines
15.1.3.6 Commercial grade appliances/Restaurant Equipment

15.1.4 **Car Parts (Each)**
15.1.4.1 All parts of a motor vehicle excluding the tires.
15.1.4.2 Boat motors.

15.1.5 **Construction Debris (Full / 100%)** - Equate to 1000 square feet that contain the identified debris:
15.1.5.1 Concrete
15.1.5.2 Shingles/Roofing Material
15.1.5.3 Trusses
15.1.5.4 Boards/Planks/Pallets/Plywood
15.1.5.5 Pipes/Poles/Rods
15.1.5.6 Siding
15.1.5.7 Glass sheeting

15.1.6 **Doors/Windows (Each)**
15.1.6.1 Unattached doors and windows.

15.1.7 **Household Items (Full / 100%)** - Equate to 1000 square feet that contain the identified debris:
15.1.7.1 Clothing/Bedding
15.1.7.2 Dishware/Cookware
15.1.7.3 Broken toys/Broken sports equipment
15.1.7.4 Mirrors

15.1.8 **Unattached Fencing (Each)**
15.1.8.1 Whole wooden or vinyl fence paneling.
15.1.8.2 Panels or rolls of chain link fencing.
15.1.8.3 Only traditional fencing material of wood, vinyl, and chain link shall be considered for this category.

15.1.9 **Trees**
15.1.9.1 **Uncut (Each)**
15.1.9.1.1 Tree parts which are longer than five (5) feet in length or 24 inches in diameter and will require cutting.
15.1.9.2 **Cut (Full / 100%)** - Equate to 1000 square feet that contain the identified debris:
15.1.9.2.1 Tree parts which will not require cutting.
15.1.9.3 **Branches/General (Full / 100%)** - Equate to 1000 square feet that contain the identified debris:
15.1.9.3.1 Tree parts which are shorter than five (5) feet in length or smaller than 24 inches in diameter.
15.1.9.3.2 Bundles of smaller branches, palm fronds, or sticks which weigh approximately 10 lbs or more.

15.1.10 **Small Equipment (Each)**
15.1.10.1 Microwaves/Air fryers
15.1.10.2 Non-functional lawnmowers/blowers/chainsaws/weed eaters
15.1.10.3 Non-functional bicycles
15.1.10.4 Broken tools/Broken gardening tools
15.1.10.5 Electronics
15.1.10.6 Small appliances

15.1.11 **Boats (Each)**

15.1.11.1 Whole boats which are no smaller than an average canoe/kayak/rowboat.

15.1.12 **Misc Garbage/Trash/Rubbish/Debris (Full / 100%)** - Equate to 1000 square feet that contain the identified debris:

15.1.12.1 Boat parts

15.1.12.2 Bagged garbage

15.1.12.3 Plasticware/Bottles/Plastic bags

15.1.12.4 Buckets/containers without lids; with or without debris inside

15.1.12.5 Debris of insignificant size or type

15.1.12.6 All other garbage, trash, rubbish, and debris which cannot be appropriately categorized in the sections above.

15.1.13 **Cut/Trim (Square foot)**

15.1.13.1 Cut and remove all excessive weeds/vines, overgrowth/undergrowth from entire property including perimeter, fence lines and rights-of-way.

15.1.13.2 Cut/trim bushes to a minimum of 6 feet above ground.

15.1.13.3 Cut/Trim must be a cited violation for this item to apply.

15.2 Items should be numerated on the specific line whenever applicable, and only numerated on the Misc Garbage/Trash/Rubbish/Debris ("GTRD") line when they fail to fall into any other category. In instances where items are applicable to multiple categories, or the appropriate category is an issue of dispute, the Inspector's assessment of the site will prevail.

15.3 The Chief reserves the right to alter these figures at his discretion should information become available that the measurements were incorrect, that the Contractor has failed to perform, or any other circumstances that would cause said figures to depreciate.

16.0 APPROVAL OF PAYMENTS

16.1 Work performed by the Contractor will be inspected by the City as soon as is reasonably possible. Payment for work performed shall be contingent upon approval of the site by the Chief that the work has been completed in accordance with the Bid Specifications and the requirements of the contract. Approval must be justified by a review of the Contractor's invoice and supporting documentation.

16.2 Payment will not be rendered until it has been determined that the Contractor has completed the work in accordance with the Bid Specifications and within the requirements of the contract.

16.3 The City will alert the contractor to instances of unsatisfactory work. All unsatisfactory work will be corrected by the Contractor at no charge to the City including labor, parts and materials.

16.4 In the event that situations of unsatisfactory work continue to occur after notification by the Chief, the Contractor will be provided a reasonable length of time (not to exceed five (5) business days) to implement a program of corrective action which is acceptable to the Chief.

16.4.1 Should there be multiple instances of the contractor submitting unsatisfactory work, the Chief reserves the right to deduct payments, suspend the contractor's performance, or terminate the contractor.

16.5 Payment for work performed will not be released until the project is completed satisfactorily as determined by a Contract Compliance Inspector.

16.6 The Chief may refuse to approve a payment request to such extent necessary to protect the City from loss:

16.6.1 The invoiced work is defective or incomplete;

16.6.2 Evidence is discovered that work previous approved is defective which nullifies a payment

previously approved;

16.6.3 Claims against the Contractor have been filed or there is reasonable evidence indicating claims will be filed;

16.6.4 The City has corrected or completed the Contractor's defective or incomplete work due to Contractor's default of contract;

16.6.5 The Contractor has not completed the work in accordance with the covenants of the contract.

16.7 If the Chief determines that work previously approved is incomplete or defective, then the value of the incomplete or defective work may be deducted from the Contractor's current amount due.

17.0 ACTIVATION OF SECONDARY AND TERTIARY

17.1 In the case of repeat failure by the contractor to adhere to the covenants herein described in the Contract, the Chief may, at their sole discretion, revoke, suspend, limit, or terminate work to the current contractor of any zone and redistribute the work instead to the Secondary or Tertiary contractors.

17.1.1 The Secondary or Tertiary contractor for any zone may be activated if any of the following incidents occur more than ten (10) times over the life of the Contract:

17.1.1.1 Contractor fails to submit work orders to the Chief within the ten (10) day timeframe, sans any approved delays.

17.1.1.2 Contractor fails to adhere to any of the documentation standards set forth in Section twelve (12) of this Contract.

17.1.1.3 Contractor fails to adhere to the requirements for receipts set forth in Section thirteen (13) of this Contract.

17.1.1.4 Contractor surrenders or refuses to complete assigned work.

17.1.1.5 Contractor is made to return to sites in order to complete work, either in part or in whole.

17.1.1.6 Contractor fails to adhere to any section of this contract.

17.1.1.7 Contractor voluntarily resigns the award for that zone is transferred to the Secondary or Tertiary contractors.

17.1.1.7.1 At the sole discretion of the Chief, these qualifying factors may be considered individually or collectively to determine whether to activate the Secondary or Tertiary contractors.

17.1.2 Secondary or Tertiary contractors may also be activated if any other conditions of this contract should trigger the previous contractor's termination or suspension.

17.2 The activated contractor has the option to refuse award of the primary status. If the Secondary contractor refuses the award, then the Tertiary contractor will be activated. Should the Tertiary contractor refuse the award, the Chief reserves the right to assign any qualified contractor at will, or to solicit new bids for the zone.

17.2.1 Should the situation necessitate a rebid, any contractors who (1) declined the offered award, (2) had the award revoked by the City, or (3) surrendered the zone voluntarily shall not be eligible to bid on the zone during the rebid.

17.3 At any point for the duration of the contract, the contractor may voluntarily surrender control of any zone if they so desire. There are no monetary penalties associated with this surrender. Contractor must alert the Chief in writing within ten (10) days of their intent to surrender. All work will be recalled from that contractor and no further work will be assigned to them for the duration of the surrender.

17.3.1 It is at the sole discretion of the Chief as to the duration of the surrender.

17.3.2 It is at the sole discretion of the Chief as to whether the contractor will be permitted to reclaim the zone.

17.3.3 Payment will only be rendered for completed sites. Partial payments will not be permitted for incomplete work.

18.0 DISPUTE RESOLUTION

18.1 Contractor shall provide written notice to the Chief within two (2) days of the commencement of any claims, disputes or other controversies arising out of or relating to, or in connection with this Contract (collectively referred to as a "Dispute"). Such notice shall state the facts surrounding the Dispute in sufficient detail to identify the Dispute, its character and scope. Any Dispute not presented to the Chief within the time limit specified within this paragraph shall be deemed to have been waived.

18.2 The Chief shall provide to Contractor a written decision regarding the Dispute. Contractor shall provide any additional information and documentation requested by the Chief in order to make a decision.

18.3 Contractor may appeal the Chief's decision by notifying the Chief, in writing, within two (2) days of receipt of the decision, that Contractor requests a review by the City Construction Dispute Review Board (CCDRB), pursuant to Executive Order 98-01. Any dispute or claim by Contractor must be presented to the CCDRB and a decision rendered by the CCDRB as a condition precedent to Contractor's instituting any other legal action.

18.4 Contractor shall proceed with the Work, as directed, throughout the Dispute resolution process.

19.0 COMPLIANCE WITH LAWS

19.1 Contractor shall perform its obligations under this Contract in compliance with all applicable federal, state and local laws, rules and regulations. Contractor shall immediately cease any activity which causes or results in a violation of federal, state or local laws, rules or regulations, and Contractor shall immediately report such violation to the Chief.

19.2 Contractor shall adopt and maintain, throughout the term of this Contract, a policy of non-discrimination as defined by the City of Jacksonville Ordinance Code. These requirements shall be incorporated into and made a part of any of Contractor's subcontracts.

19.3 To the extent the Contract will be funded in whole or in part by the Federal Government, Contractor must comply with all applicable federal rules and regulations including, but not limited to, Title VI of the Civil Rights Act of 1964 (24 CFR, parts 1 & 2); Title VIII of the Civil Rights Act of 1968 (24 CFR, part 115); Federal Labor Standards Provisions (HUD-4020.1); the Davis-Bacon Act; the Anti-Kickback Act; and the Contract Work Hours Standards Act, all of which are incorporated herein by reference

20.0 INDEPENDENT CONTRACTOR

20.1 Contractor shall operate as an independent contractor and shall have complete charge of its

workers engaged in the performance of this Contract. Contractor is not an agent, representative or employee of the City, and nothing herein contained is intended or should be construed as establishing the relationship of copartners between Contractor and the City.

20.2 Contractor shall be responsible for its own labor relations. Contractor shall negotiate and resolve any disputes between Contractor and its employees or anyone representing its employees. Contractor shall immediately notify the Chief of any actual or material labor disputes which may affect Contractor's performance of this Contract. Contractor shall also inform the Chief of all actions that Contractor is taking to resolve the dispute.

21.0 CONTRACTOR OBLIGATIONS, SUPERVISION, AND SUPERINTENDENT

21.1 Except as otherwise stated in the Contract, Contractor shall provide at its cost everything necessary to complete the Work, including, but not limited to, labor, materials, tools, equipment, utilities and transportation.

21.2 Contractor shall employ sufficient skilled labor capable of performing the Work assigned and shall have a competent superintendent, satisfactory to the Chief, on the site at all times during working hours. The Superintendent shall be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the Superintendent shall be as binding as if given to Contractor.

21.3 Contractor shall supervise and direct the Work efficiently and with its best skill and attention and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. It shall be Contractor's responsibility to carefully study and compare the Contract Documents and to check and verify all figures shown thereon and all field measurements.

21.4 Contractor shall perform all quality control activities, except those stated in the Contract to be provided by the City. Contractor shall provide all equipment necessary to perform quality control activities.

21.5 Contractor shall coordinate its work schedule with any other contractors so as not to interfere with the work of any other contractors and shall be responsible for cooperation between the various trades and utilities involved to insure completion within the Contract term.

21.6 Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

21.7 Contractor shall bear sole responsibility for the efficiency, adequacy and safety of the performance of the Work. Contractor shall bear sole responsibility for its materials, labor, and equipment used during the performance of the Work. Any comments or approvals by the City or the Chief regarding Contractor's performance, materials, working forces or equipment shall not be interpreted as creating any responsibility on the part of the City for the means and methods of the Work, and any comments or approval by the City or the Chief regarding Contractor's performance, materials, working force, or equipment, shall not relieve Contractor of any responsibility.

21.8 At the request of the City or the Chief, Contractor shall immediately remove from the work site any person employed at the work site who is deemed to be incompetent, using profane language, or otherwise involved in any disorderly conduct, or who trespasses on any private property in the vicinity of the work site.

21.9 Neither the City nor the Chief shall be responsible for the acts or omissions of Contractor, or any Subcontractors, or any of its agents or employees, or any other persons performing any of the Work.

21.10 Contractor shall comply with all safety requirements of applicable laws and building and construction codes. Contractor shall maintain an accurate record of all accidents, deaths, occupational diseases, and injuries requiring medical attention as a result of Work performed under the Contract. Contractor shall promptly furnish the City with reports of such.

22.0 DEFAULT OF CONTRACT

22.1 The Contractor must abate all cited violations on the job site, according to specifications clearly set forth in this document. The City requires Contractors to perform quality work in each instance it claims to have serviced a site. A designee of the Chief of Municipal Code Compliance Division will inspect each site.

22.1.1 Prior to commencement of contract, the Contractor will submit to Municipal Code Compliance Division all telephone numbers, facsimile (fax) numbers, and electronic mail (e-mail) addresses where the designee may reach the Contractor during the business day in order to provide verbal or written notice of re-work. The business day is described as Monday through Friday, between 7:00 a.m. and 5:00 p.m.

22.1.2 If upon inspection, the designee determines that a site is not properly and completely cleared, cut, or otherwise abated per contract specifications, the Chief's designee will notify the contractor the same day via e-mail of the necessity and reason(s) for re-work. The contractor must satisfactorily abate all violations per contract specifications within two (2) business/working days (Monday through Friday) of notification, or the Chief may not honor payment for the abatement project.

22.1.3 The City's inability to reach the Contractor from 7:00 a.m. or 5:00 p.m., Monday through Friday, after utilizing all contact numbers and e-mail addresses provided to Municipal Code Compliance Division, does not relieve the Contractor of its responsibility to complete the project, according to contract specifications. If the City is unable to reach the Contractor at the contact numbers or the e-mail address provided to direct completion of work at the abatement site, the Contractor may not receive payment for the work performed.

22.1.4 If the Chief determines that the Contractor is failing to perform the work in accordance with the contract terms and conditions including, but not limited to:

22.1.4.1 Failing to complete work with diligence and in accordance with approved schedules;
22.1.4.2 Failing to pursue the work with adequate equipment, materials and/or manpower required to complete the work within the specified time frame;
22.1.4.3 Neglecting to remove material or equipment from the job site;
22.1.4.4 Surrendering or refusing to perform assigned work;
22.1.4.5 Disregarding laws, rules, regulations or orders of any public body having jurisdiction;
22.1.4.6 Disregarding the authority of the Chief;
22.1.4.7 Failing to perform any of the covenants herein contained;

22.1.5 Then the Chief may give written notice to the Contractor stating the nature of the failure to perform and providing a time certain to correct the failure.

22.1.5.1 If, within the time period stated in the notice, the Contractor fails to remedy the issue(s) for which the complaint was made, then, after five (5) days written notice to the Contractor, the Chief may terminate the employment of the Contractor and declare the Contract in default. Should this option be utilized, the Contractor shall pay the additional

costs incurred by the City to complete the unfinished work.

22.1.5.2 Upon declaration of Contract default, the City will have full power to complete the work using its own forces or may enter into an agreement with another contractor for the completion of work under this contract. The Contractor shall pay the City's additional cost to complete the unfinished work, minus any money currently due the Contractor.

22.1.5.3 Should the Contractor establish a valid intent to execute the work in accordance with the Contract documents after the notice has been issued and prior to any action by the Chief to complete the work or terminate the Contract, the Chief may elect to permit the Contractor to resume work. Should this be the case, all additional costs to the City incurred as a result of the delay will be deducted from any money due or money which may become due under the terms of the contract.

22.1.5.4 The City shall have no liability for the Contractor's anticipated profits for unfinished work on a contract when the Contract is in default.

22.1.5.5 Any retention or payment of monies by the City due the Contractor will not release the Contractor from liability.

22.1.5.6 In the case of such termination for default, the Chief may take whatever action necessary including, but not limited to, contracting with others to finish the Contract. Furthermore, Contractor shall not be entitled to receive any further payment under this Contract until the Contract is completed and all deliverables and guarantees are met. At such time, any work already performed by Contractor but not yet invoiced, or invoiced to the City but not yet paid, shall be considered an offset to expenses and damages incurred by the City due to Contractor's default. In addition, the City shall have all rights and remedies available to it under any other provisions of this Contract, as well as under law and in equity.

23.0 TERMINATION

23.1 The Chief may, without cause and without prejudice to any other right or remedy, elect to terminate or suspend the Contract in whole or in part, for convenience.

23.1.1 The Chief shall notify the Contractor in writing ten (10) days prior to such action with instructions as to the effective date or stage of work the action is to be taken. The Contractor will be paid for all work performed and accepted up to the termination or suspension date. All payments will be based on the specification unit prices, which prices shall be deemed to include profit and overhead. The Chief will not pay for work that is not completed and approved.

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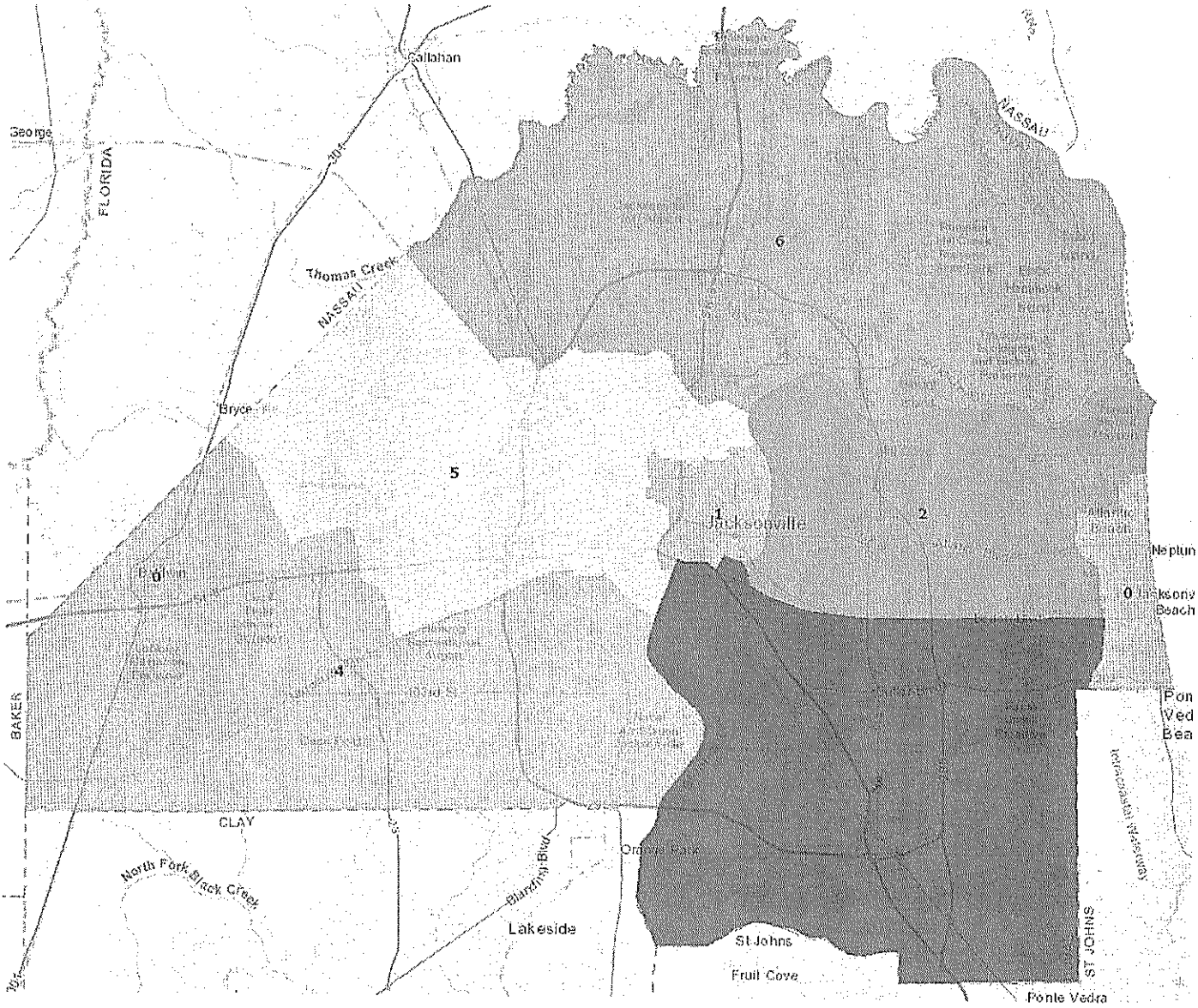
Zone Map

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