5

SUBJECT: PRE-QUALIFICATION FOR DEMOLITION AND SITE CLEARANCE OF UNSAFE PROPERTIES

BID #: RFQ-0085-22 **OPEN DATE: 2022-06-22**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – PERIOD OF SERVICE WILL BE FROM OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023, WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: MUNICIPAL CODE COMPLIANCE DIVISION

BASIS OF AWARD: TO THE TOP FOUR (4) HIGHEST SCORING RESPONSIVE, RESPONSIBLE BIDDER BASED ON THE EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 36 **NUMBER RECEIVED:** 5 **OTHER:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to pre-qualify the top four (4) highest scoring responsive, responsible bidders, Elev8 Land Clearing & Demolition, ERS Corp, Hager Construction Company, and Arwood Site Services Inc. for Pre-Qualification for Demolition and Site Clearance of Unsafe Properties. Period of service will be from October 1, 2022 through September 30, 2023, with three (3) one (1) year renewal options.

Below are the bidders with the following scoring points ranking:

1. Elev8 Land Clearing & Demolition 97.50 points
2. ERS Corp 95.50 points
3. Hager Construction Company 83.00 points
4. Arwood Site Services Inc. 77.00 points

Attachments: Recommendation Memo, Bid Tabulation Sheets, Scoring Matrix, Terms and Conditions, Description of Services

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

July 1, 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 # RFQ-0085-22

The Municipal Code Compliance Division recommends approval of the following vendors for award under RFQ-0085-22 for Demolition and Site Clearance of Unsafe Properties. All vendors were assessed using criteria approved by CSPEC and ratings were submitted to Procurement. The four highest rated vendors are recommended for approval. Period of service is 365 days from the date of execution through September 30, 2023 with three (3) one (1) year renewal options.

Approval
Arwood Site Services Inc.
ERS Corp
Elev8 Land Clearing and Demolition
Hager Construction Company

MC/kd

BID TABULATION SHEET

TITLE: PRE-QUALIFICATION FOR DEMOLITION AND SITE CLEARANCE OF UNSAFE PROPERTIES

BID NO.: RFQ-0085-22

OPEN DATE: June 22, 2022

PURCHASING ANALYST: RUBEN OLA

BID ANNOUNCER: M. SPITLER, BID RECORDER: M. PIERCE

No. Invited: (36) No. Received (5) No Bids: (1)

ITEM	DESCRIPTION	POINTS	ARWOOD SITE SERVICES INC.	ERS CORP	ELEV8 LAND CLEARING & DEMOLITION	ONAS CORPORATION	HAGER CONTRUCTION COMPANY
1	COMPETENCE	20.00	19.00	19.00	20.00	19.00	19.00
2	EQUIPMENT LIST	20.00	20.00	20.00	20.00	11.00	5.50
3	FINANCIAL RESPONSIBILITY	5.00	5.00	5.00	5.00	0.00	5.00
4	PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS WITH CITY AGENCIES AND OTHERS	15.00	14.00	14.00	13.50	10.50	13.50
5	CURRENT WORKLOAD	10.00	10.00	7.50	9.00	0.00	10.00
6	SAFETY	10.00	9.00	10.00	10.00	0.00	10.00
7	PROJECT APPROACH, QUALITY & SCHEDULE CONTROL	20.00	0.00	20.00	20.00	0.00	20.00
	TOTAL POINTS	100.00	77.00	95.50	97.50	31.00	83.00
	WASTE TIRE TRANSPORT LICENSE:		✓	✓		✓	✓
	BUSINESS/CORPORATE REFERENCES:		✓	✓	✓	✓	✓
	CONFLICT OF INTEREST:		✓	✓	✓	✓	✓
	ADDENDUM(S)(1):		✓	✓	✓	✓	✓
	NOTES (RANKING):		4	2	1	5	3

SCORING MATRIX RFQ-0085-22

PRE-QUALIFICATION FOR DEMOLITION AND SITE CLEARANCE OF UNSAFE PROPERTIES

Total Points	20 Points	20 Points	5 Points	15 Points	10 Points	10 Points	20 Points	OVERALL	Rank
Criteria	COMPETENCE	EQUIPMENT LIST	FINANCIAL RESPONSIBILITY	PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS WITH CITY AGENCIES AND OTHERS	CURRENT WORKLOAD	SAFETY	PROJECT APPROACH, QUALITY & SCHEDULE CONTROL	Total Points (100)	
ARWOOD SITE SERVICES INC.									4
Reviewer 1 (Michael Chao)	20.00	20.00	5.00	15.00	10.00	10.00	0.00	80.00	
Reviewer 2 (Kristin De Han)	18.00	20.00	5.00	13.00	10.00	8.00	0.00	74.00	
Average	19.00	20.00	5.00	14.00	10.00	9.00	0.00	77.00	
ERS CORP									2
Reviewer 1 (Michael Chao)	20.00	20.00	5.00	15.00	10.00	10.00	20.00	100.00	
Reviewer 2 (Kristin De Han)	18.00	20.00	5.00	13.00	5.00	10.00	20.00	91.00	
Average	19.00	20.00	5.00	14.00	7.50	10.00	20.00	95.50	
ELEV8 LAND CLEARING & DEMOLITION									1
Reviewer 1 (Michael Chao)	20.00	20.00	5.00	15.00	10.00	10.00	20.00	100.00	
Reviewer 2 (Kristin De Han)	20.00	20.00	5.00	12.00	8.00	10.00	20.00	95.00	
Average	20.00	20.00	5.00	13.50	9.00	10.00	20.00	97.50	
ONAS CORPORATION									5
Reviewer 1 (Michael Chao)	10.00	10.00	0.00	10.00	0.00	0.00	0.00	30.00	
Reviewer 2 (Kristin De Han)	9.00	12.00	0.00	11.00	0.00	0.00	0.00	32.00	
Average	19.00	11.00	0.00	10.50	0.00	0.00	0.00	31.00	
HAGER CONTRUCTION COMPANY									3
Reviewer 1 (Michael Chao)	20.00	5.00	5.00	10.00	10.00	10.00	20.00	85.00	
Reviewer 2 (Kristin De Han)	18.00	6.00	5.00	10.00	10.00	10.00	20.00	81.00	
Average	19.00	5.50	5.00	10.00	10.00	10.00	20.00	83.00	

REQUEST FOR QUALIFICATIONS

PRE-QUALIFICATION FOR DEMOLITION AND SITE CLEARANCE OF UNSAFE PROPERTIES
RFQ-0085-22

For

City of Jacksonville, Florida

SECTION 1
(Specific Information Regarding this RFQ)

1.1 Introduction.

The purpose of this Request for Qualifications ("RFQ") is to solicit qualifications from Firms interested in providing permitting and demolition services for the **DEMOLITION AND SITE CLEARANCE OF UNSAFE PROPERTIES** (the "Project"). Firms who qualify under this RFQ will then be deemed qualified to submit a PRICE PROPOSAL (bid) for the demolition of structures located throughout the City of Jacksonville. The City intends to prequalify the top four (4) Firms ("**Contractor**" or "Bidder" or "Proposer" or "Vendor" or "Firm") to provide the demolition services described in Section 1.2 of Part I this RFQ. Under this RFQ, firms will be required to submit a Statement of Qualifications, which the City will evaluate against the stated minimum qualifications outlined herein and as set forth on Attachment B.

It's the City's intent to solicit bids via a separate competitive price proposals (collectively, the "Proposals") from the prequalified Firms, pursuant to competitive solicitation documents prepared by the City, on an as needed basis for the duration of the contract. The Proposals will be evaluated and awarded to the lowest responsive, responsible bidder in accordance with the specifications established in this RFQ.

The City of Jacksonville ("**Buyer**") intend to contract with the top four (4) ranked firms ("**Contractor**") to provide the services described in Section 1.2 of this Request for Qualifications ("**RFQ**"). Persons interested in submitting a response to this RFQ (a "**Response**") should carefully review this RFQ for instructions on how to respond and for the applicable contractual terms. This RFQ is divided into the following sections:

Section 1	Specific Information Regarding This RFQ
Section 2	General Instructions
Section 3	General Terms and Conditions of Agreement
Section 4	Description of Services (if referenced in Section 1.2 below)
Section 5	Exhibits, if applicable
Attachment A	Response Format
Attachment B	Evaluation Matrix
Attachment C	Equal Business Opportunity Program Requirements
Attachment D	Sample Contract
Attachment E	Disqualified/Probationary Vendors List
Attachment F	Federal Funding Provisions (if applicable under Section 1.7 below)
Attachment G	Indemnification
Attachment H	Insurance Requirements
Attachment I	Protest Procedures
Form 1 -	*Not Applicable*
Form 2 -	Conflict of Interest Certificate
Form 3	Contractor Reference
Form 4 -	No Bid Survey

In the event of conflicting provisions, the following sections of this RFQ will have priority in the order listed: Section 1, Section 4, Section 2, Section 3, the Attachments, and the Forms.

1.2 **Scope of Services.**
The services sought under this RFQ are generally described as follows:

The Buyer intends to solicit services for DEMOLITION AND SITE CLEARANCE OF UNSAFE PROPERTIES from a qualified Contractors. Please see Section 4 for a full description of the services and deliverables required under this RFQ.

1.3 **Term of Agreement.**
The initial term of agreement will commence October 1, 2022 through September 30, 2023. Buyer will have the option to renew such agreement for up to **three (3)** additional **one (1)** year terms upon satisfactory performance by Contractors. The Contract is subject to early termination as set forth elsewhere in this RFQ.

The term of agreement will commence upon execution of the Contract and will continue until completion and acceptance of the work specified in this RFQ, subject to the early termination provisions in the Contract.

1.4 **Minimum Requirements for Contractors.**
Contractors must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting a Response, Contractor warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the Response not being evaluated and being rejected as non-responsive:

1. Contractor shall provide current proof of all business licenses required by local, state, and federal law as applicable.
2. Must be on the approved Pre-Qualified Bidders List under the Demolition of less than 3 stories Category prior to the proposal opening. Prequalification must be maintained by Contractor.
3. Must be actively registered as a Waste Tire Collector with the Florida Department of Environmental Protection and hold an active Waste Tire Transporter License with the City of Jacksonville Department of Public Works. Must provide proof of registration as part of submittal.
4. The Contractor shall provide resume of an onsite staff member who is a licensed asbestos abatement supervisor in the State of Florida. The Contractor must be able to provide proof that the performing operator successfully completed training requirements pursuant to Florida Statute, Chapter 469.
5. Contractor must have the ability to obtain and maintain liability insurance as required by the City of Jacksonville (Attachment H) and must submit proof of insurance within ten (10) days from award.
6. Contractor must demonstrate at least three (3) years of experience in whole house demolitions within the last five (5) years. A minimum of three (3) references to be provided (Form 3).
7. Contractor must have full ownership of no less than on (1) excavator in good working condition and the means to transport it. Contractor must have licensed excavator operator on staff.
8. Contractor must have a local office within Duval County or within the abutting counties of Nassau, Baker, Clay, or St. Johns before responding to this solicitation. Contractors are not

Section 4
Description of Services and Deliverables

The City of Jacksonville's Municipal Code Compliance Division is currently prequalifying firms to perform Demolition and Site Clearance of Unsafe Properties located throughout the City. The amount and condition of the properties is unknown, and demolition will be requested on an as needed basis. The intent is to award the top four (4) ranked firms in accordance with this RFQ an solicit competitive pricing proposals on an as needed basis.

SCOPE OF WORK

The scope of services for the work performed will be the complete demolition of all structures on the property as designated by Municipal Code Compliance. Demolitions shall include the abatement of all other violations existing on the property at that time, including, but not limited to: abandonment of pools, abandonment of septic tanks, removal of standing dead trees, abatement of all debris, mowing of overgrowth, removal or trimming of trees/bushes/vines, removal of fencing, abatement of concrete or asphalt, and removal of vehicles. The lot shall be clean, level, and seeded before Municipal Code declares the service complete.

PRICING PROPOSALS

Upon request from the City, the awarded Firms shall submit pricing proposals for each Project based on the site specific scope to be provided by the City after site inspection. The pricing proposal for each home shall be submitted on the form provided by the City. All proposals shall include, at a minimum, a detailed breakout of the costs required to complete the scope of work, including any and all materials, equipment rental, labor, subcontractors, or other costs associated with performing the work, and a proposed schedule for completing the required work. Firms shall provide their complete pricing proposals to the City within five (5) business days of each request. Firms choosing not to provide a pricing proposal shall be required to submit a "no bid" notice on their letterhead. Any Firm that submits five (5) "no bid" notices during a quarter may be considered to be non-compliant with their contract terms.

The City shall review the proposal; and if discussion or negotiations are required they shall be conducted at the discretion of the City. In the event negotiations are necessary, they will be conducted with the Firm who submitted the lowest pricing first. Each project shall be awarded by individual purchase order to the Firm that submits the lowest, responsive, and responsible proposal, or as best serves the interest of the City. If the City determines that any proposal is out of line with the proposed budget, schedule, or requirements of the project; the City reserves the right to refuse any submitted pricing proposal, from any Firm, at any time. The City is under no obligation to accept any submitted pricing proposal from any Firm, for any project.

QUANTITIES

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements.

The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. The City reserves the right to add or delete items during the contract period. The City will order on an as needed basis.

INVOICING

Invoices will be issued once services are performed and the appropriate documentation has been delivered to the City of Jacksonville and approved by such. At a minimum, invoices must include; purchase order number or contract number, item number and description, property address, date of shipment, quantity ordered and shipped, unit prices, and extended totals. Payment terms are Net 30 days. All original invoices and supporting close-out documents (including but not limited to all permits, notifications, certifications, dump tickets, etc...) shall be submitted to: City of Jacksonville, Municipal Code Compliance Division for review and approval prior to being processed for payment. Submit all invoice originals to General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIAL CONDITIONS
DEMOLITION AND SITE CLEARANCE OF UNSAFE PROPERTIES

I. DEFINITIONS

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

i. **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.

ii. **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.

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

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

v. **Change Order** means a written amendment to the Contract prepared by the City and signed by Contractor, the Chief and City authorizing revisions to the Work within the scope of the Contract and which may also authorize an adjustment to the Contract Price and/or the Contract time.

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

vii. **City** means the City of Jacksonville, Florida, including any of its departments, or the Chief of the Municipal Code Compliance Division, as defined within this contract.

viii. **Contractor** means an individual, firm or corporation entering into the Contract with the City to perform the demolition and/or site clearance work as specified in the Contract.

ix. **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).

x. **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.

xi. **Demolition** means the pulling down, tearing down and/or smashing to pieces of a building or structure and the removal from the site of all contents and resulting debris but shall not include the removal of any portions of the structure below ground level unless otherwise specified within the Contract.

xii. **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.

xiii. **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.

xiv. **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.

xv. **Inspector** means the authorized representative of the Chief assigned to inspect any of the Work performed under this Contract.

xvi. **Project** means the demolition and site clearance of an individual property.

xvii. **Salvage** means all building materials, equipment, appliances, and fixtures incorporated in the buildings and structures to be demolished, and other equipment or appurtenances, unless specifically exempted, located upon the real property where the Work is to be performed, which Contractor deems as having sufficient value to justify the reclaiming.

xviii. **Site Clearance** means the removal from the site, lot line to lot line, of debris, rubbish, trash and yard trash including dead trees, limbs and stumps, hedges, and all other materials or objects above ground, including any detached sheds, garages accessory structures, and above ground pools, unless otherwise specified within the Contract.

xix. **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.

xx. **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.

II. BIDDING

a. The Chief or his/her designee shall release the address and Real Estate number for each Project that they wish to solicit.

   i. The release shall be emailed to all Contractors simultaneously on a joint email.

   ii. The Chief shall make note of any structures which are *not* to be demolished on each property.

b. Contractors shall have five (5) business days from the date of the email to submit their bids for all released properties.

   i. Bids shall be sent via email to the Chief.

   ii. Each bid must be listed on an individual document with the Contractor's letterhead.

   iii. Each bid shall list:

      1. The property address,

      2. The Real Estate number,

      3. The bid proposal price, and

      4. Signature of the Contractor.

c. Contractors shall be active participants in the Contract. Should a Contractor fail to submit competitive bids on more than five (5) properties per quarter during a fiscal year, they may be considered to be non-responsive and may be removed from the Contract at the discretion of the Chief.

d. Should the bidding timeframe for a Project elapse without a bid being placed, the agency will institute a mandatory bid from all Contractors.

i. Failure to submit a proposal for a mandatory bid shall constitute a breach of this Contract.

e. Once bids are received, the Chief shall compile the bids for each property and award each Project to the lowest, responsive, responsible, bidder. Bidders shall receive a Notification of Award via email.

i. Bid amounts for all Projects will be made available upon request.

III. NOTICE TO PROCEED

a. Preliminary Notice to Proceed

i. After Notification of Award is provided to Contractor by the City, Procurement and Supply Division, each Demolition site awarded to Contractor under this Contract shall be separately released to Contractor by the Neighborhoods Department by way of a written "Preliminary Notice to Proceed." The Preliminary Notice to Proceed is not authorization to begin Demolition; it is authorization to obtain the required permitting and to make necessary preparation for Demolition. The City shall either mail, hand deliver, or electronically mail to Contractor the Preliminary Notice to Proceed. Contractor shall not begin any Work under the Contract prior to receiving the Preliminary Notice to Proceed.

ii. Contractor shall prepare and provide to the Chief a weekly schedule for Demolition, with an updated schedule being provided to the Chief every Wednesday for demolitions scheduled for the following week. The Contractor shall submit all documentation for review (all permits, utility disconnects, Sunshine locates, ten (10) day asbestos notification from the Environmental Quality Division, applicable abatement documentation, applicable ashsite documentation, Contractor Asbestos Notification Statement, grassing letter, and any other necessary documentation) at this time. Contractor shall provide ten (10) business days advance notification to the City's Environmental Quality Division, pursuant to Section 17.1 herein, or obtain a signed waiver of such.

b. Final Notice to Proceed with Demolition

i. The Chief shall give Contractor written Final Notice to Proceed with Demolition. Any Demolition performed prior to receiving the Final Notice to Proceed with Demolition is not authorized, and the City shall not be liable for any damage or expense incurred by Contractor for any Demolition performed prior to receiving Final Notice to Proceed with Demolition.

IV. EMERGENCY DEMOLITION

a. When the Work has been determined by the City to be an emergency, the City shall provide Contractor with an Emergency Demolition Notice to Proceed. The Contractor may be required to mobilize and commence demolition activities within twenty-four (24) hours after receipt of Emergency Demolition Notice from the City of Jacksonville. Emergency approval will be in accordance with Chapter 126 of the Procurement Code.

b. If applicable, the City of Jacksonville may perform an asbestos survey prior to demolition. If the timeframe permits it, the Contractor may arrange to have any asbestos abated before demolition commences, pending the approval of the Chief.

c. If an asbestos survey is unavailable the Contractor must take all debris to a licensed dump site as friable asbestos.

d. Contractor must supply photographic evidence that debris relating to the Emergency was disposed of in lined dumpsters. Contractor will submit no less than three (3) date and time stamped photos of said dumpster when dumpster is empty, partially full, and full.

e. The usual documentation may be obtained after emergency Work is completed, with the exception of the Sunshine Locates. Contractor's invoice will not be processed for payment until Contractor provides the Chief with copies, as applicable, of all required permits, asbestos survey(s), dump tickets, Sunshine Locates, Asbestos Notification Statement, Contractor's Notification to the City's Environmental Quality Division, and any other applicable documentation.

V. TIME FOR COMPLETION

a. Contractor shall commence the required demolition and site clearance within thirty (30) days from the date of the Notice to Proceed with Demolition document, unless otherwise specified within the Contract. Projects that extend beyond that timeframe may be revoked from the Contractor and distributed to the next lowest bidder.

b. Solicitation of quotes from no less than three (3) licensed and active asbestos abatement contractors is required within five (5) days of award of all Projects for which the asbestos survey has revealed asbestos to be present. The Chief may demand proof of said solicitation at any time.

c. When commencement of a Project is 31 days past due the established completion date, the City may revoke the Project from the Contractor and

reassign it, or it may assess the Contractor, as liquidated damages, the amount of one hundred dollars ($100.00) per Project, per day.

d. Should the City elect to pursue liquidated damages, the Chief shall 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 deducted from the invoice of the subject Project.

e. 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.

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

g. The Municipal Code Compliance Division will prepare a Notice to Proceed for each property cited for code violations. The Notice to Proceed will authorize the Contractor to enter the property and perform the demolition and site clearance services once the City has released the Project.

h. The Chief may issue one Notice to Proceed or multiple Notices to Proceed at the same time, or issue additional Notices to Proceed before the Contractor completes those previously issued.

i. The Contractor shall schedule their work to ensure completion of Projects and submit the necessary documentation for payment within ten (10) days after commencement of demolition.

j. 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 Chief within two (2) business days of scheduled commencement of work.

k. The Contractor shall complete all work orders deemed as emergency situations within twenty-four (24) hours, unless otherwise directed by the Chief. The time period will begin on the following workday after issuance of the Notice to Proceed, unless a City holiday.

l. Should the post-demolition site present a danger or an attractive nuisance to the public, the contractor shall make reasonable accommodations to secure the site and expedite the site clearance of the property.

m. If upon inspection, the Inspector determines that a site is not properly and completely demolished, cleared, repaired, or otherwise abated per

contract specifications, the Inspector 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 five (5) business days of notification.

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

ii. Should the Chief determine that the Contractor has performed substandard work and must direct the Contractor to return to the site, the City may elect to impose on the Contractor a re-inspection fee of $50.00 for each additional visit that the Inspector must make to the site as a result of the Contractor's errors.

iii. The Contractor will deduct the re-inspection fee(s) incurred from the appropriate invoice.

n. Time shall be of the essence as to each provision of the Contract which specifies a time within which performance is to occur. In the absence of any specific time for performance, such performance shall be completed within a reasonable time.

VI. EXTENSION OF TIME FOR UNFORESEEABLE CAUSES

a. 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.

b. 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.

i. 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.

ii. Contractor shall not be entitled to any extension of time for completion of the Work as herein specified unless Contractor,

within five (5) 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:

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

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

c. 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.

d. 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.

e. 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 payment.

VII. CHANGES IN THE WORK

a. The City 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.

b. Contractor must, within two (2) calendar days of notification of the change in work, give the City a written request for additional compensation and/or time due to the change in work, and provide the City with detailed justification, cost analysis, and other such supporting documentation as required by the Chief. Failure to provide such written request is a waiver of any right to additional compensation or time. The parties shall attempt in good faith to negotiate a mutually agreeable compensation for the additional work. If the parties are unable to negotiate a mutually agreeable rate of compensation within ten (10)

business days from the date of notification of the change in work, the parties shall be entitled to seek any relief to which they are entitled hereunder; however, Contractor shall be required to continue performing all services in accordance with the terms and conditions of the Contract and including any service requested by the City but disputed by the Contractor.

c. In reviewing requested Change Orders, the City will only approve those documentable costs directly associated with the additional work. No approval will be given for payment of additional mark-up, overhead, administration, estimating, supervision, expenditure of time, or other indirect charges.

VIII. COMMUNICATION

a. 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 City may reach the Contractor during the business day. The business day is described as Monday through Friday, between 7:00 a.m. and 5:00 p.m.

b. 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 the Chief 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 addresses provided to direct completion of work at the abatement site, the Contractor may not receive payment for the work performed.

IX. DEMOLITION AND SITE CLEARANCE – GENERALLY

a. If Demolition and Site Clearance is specified, Contractor is required to demolish all buildings, structures and facilities on site, from lot line to lot line, to ground level, including appurtenant foundations, fencing, concrete, concrete slabs and asphalt pavement and to remove from the entire site all debris, rubbish, trash and yard trash including dead trees, limbs and stumps, slabs, tires and all other materials or objects above ground unless otherwise specified by the Chief. Contractor shall fill and grade the site to match perimeter grades of the highest surrounding areas to avoid ponding and drainage problems, and shall rake the site clean with all barren areas seeded and mulched. Contractor shall leave no depressions or potholes. Unless otherwise specified by the Chief, the Contractor may opt to mow the existing grass to a height of not more than three (3) inches over the entire parcel, and remove all nuisance overgrowth on fences and the right of way, in lieu of raking the site clean

from lot line to lot line. In the event the Contractor opts to mow the lot, the barren areas of the lot must still be seeded. At Chief's sole discretion, concrete foundation and pavement, which is not cracked or broken, may remain.

b. If Demolition only is specified, Contractor is required to demolish all buildings, structures and facilities on site to ground level, including appurtenant foundations, fencing, concrete, concrete slabs and asphalt pavement and to remove from the site all debris and materials resulting from the Demolition. The portion of the site affected by Demolition shall be filled and graded to avoid ponding and drainage problems and shall be raked clean, with all barren areas seeded and mulched. Contractor shall leave no depressions or potholes. At Chief's sole discretion, concrete foundation and pavement, which is not cracked or broken, may remain.

c. 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.

- **i.** Burning or burying debris is not an acceptable method of disposal.
- **ii.** Disposal of debris outside of Duval County or lack of dump tickets will be grounds for rejection of payment.
- **iii.** All separation activities for purposes of recycling shall be done offsite. It is the intent of the City to have the structures demolished and the resulting debris removed from the site as expeditiously as possible.

d. Contractor shall provide, at its own cost, clean fill material (type A-3 sand) when necessary to fill holes, ditches or indentations in the ground caused by the Demolition or Site Clearance Work and to assure proper drainage from the property to the gutter, drainage ditch, street or other storm water facility.

e. Contractor shall not accomplish Demolition and Site Clearance by use of explosives unless approval has been granted in writing by the Fire Marshall and the Chief.

f. There shall be no open fires at the site.

g. *"In-Ground Pool"* shall be defined as any structure of heavy construction embedded in the earth designed to hold water to enable swimming. The term does not include fish/koi ponds, above ground pools, trenches, interior pools, or natural bodies of water.

i. Should the Project require demolition of an in-ground pool, Contractor shall obtain a pool permit and have the water pumped and disposed of in accordance with local ordinances.

h. Any and all dead trees which exist on the property, whether standing or fallen, shall be removed by the contractor.

i. No additional consideration shall be given for the removal of trees. The Contractor should include the removal of trees, and any additional tree abatement services that might be required to complete this endeavor, in their original bid price.

i. Contractor shall treat structures for rat eradication prior to demolition when specified. The method and procedures to be used must be approved by the City's Public Health Unit prior to implementation.

j. All Project sites containing septic tanks (active or inactive) and groundwater wells, which no longer provide service to an occupied property, shall be properly abandoned by Contractor as required by statute.

i. Uncapped wells, and any inactive wells damaged by Contractor shall be properly abandoned in accordance with statutory requirements. Active wells or septic tanks (those still in use) damaged by Contractor shall be properly repaired.

k. All utilities shall be disconnected at service source and all exposed wiring, piping, etc., shall be removed. If disconnections of underground utility service must be made in public right-of-way, Contractor shall comply with all applicable laws, rules and regulations for such disconnect and shall restore pavement, sidewalk, or other property removed or disturbed in order to perform disconnect services.

i. Should utilities be located underneath solid pavement and cannot be disconnected without removing said pavement, Contractor shall be required to provide a statement from the appropriate subcontractor, on their letterhead, confirming that the utilities cannot be reached until after demolition.

l. The Chief reserves the right to hold demolition of a structure separate from the site clearance of that property. Site clearance Work may be sent to bid for contractors who are not a party to this contract.

m. At their sole discretion, the Chief may refuse the solicited bids of any individual properties for any reason and resubmit the Project for new bids.

X. ENVIRONMENTAL PERFORMANCE

a. Hazardous Substances

i. Once Final Proceed has been signed, Contractor shall not cause or permit any Hazardous Substances to be installed, placed, stored, held, located, released, spilled, discharged or disposed of in, on, at, or under the Demolition site. Contractor shall arrange for the disposal of all Hazardous Substances in accordance with all federal, state and local laws, rules and regulations.

ii. If, as a result of Contractor's Work, any federal, state or local regulatory agency or authority requires remediation of Hazardous Substances, whether on or off the Demolition site, then Contractor shall be responsible for proper investigation, removal, handling and disposal or other lawful remediation of such Hazardous Substances in accordance with the policies of the ruling agency.

iii. Contractor shall provide the City immediate written notice of any communication from regulatory agencies or authorities concerning any release, spill, discharge or disposal of Hazardous Substances or of any required remediation in connection with the Work and this Contract.

iv. Contractor agrees that the owner of record of the property upon which is located the structure to be demolished is the generator of any Hazardous Substances found on the property. Contractor further agrees that the City is neither the generator of nor the arranger for the disposal of any Hazardous Substances created or discovered during the performance of the Work. Contractor shall assure that the City is not construed, named, listed, or in any way implicated as either the generator of or arranger for the disposal of any and all Hazardous Substances created or discovered during the performance of the Work or in any way related to the Contract.

b. Prevention of motor fuel and other hazardous fuel spills

i. 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.

ii. Should a spill occur, the Contractor shall 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 Chief. Clean-up and remediation shall be at no cost to the City.

iii. 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.

c. Erosion control

i. 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.

ii. 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.

iii. Should a Project require post demolition erosion control beyond the normal means of grassing or seeding, the Contractor shall exercise all reasonable methods to secure the soil and stabilize the environment, at their expense. The City shall not be liable for any hazards or environmental depreciation resulting from the Contractor's management of erosion.

d. Removal of Bees

i. If a beehive is encountered, Contractor must obtain a written bid proposal from two (2) registered beekeepers to arrange relocation of the beehive. **Do not exterminate bees.**

ii. Contractor will submit digital photos of the insect nests or hives, along with the two (2) written bid proposals from the licensed pest control operators or beekeepers to remove the identified pest. If a beekeeper will remove the hive at no cost, then only one proposal is required.

iii. The bid proposals must be printed on the bidding company's letterhead.

iv. After receipt of the Chief's written approval of the selected proposal, the Contractor shall direct the pest control company or beekeeper remove the colony of insects. It shall be the responsibility of the Contractor to include the cost of the pest control operator's or beekeeper's services in the Project invoice, along with a copy of pest control operator's or beekeeper's invoice.

e. Unmarked Burial Sites

i. If an unmarked human burial site should be discovered, the Contractor shall immediately cease all activities that may disturb the site and then notify the Chief and Duval County Medical Examiner. The Contractor shall not resume work on the Project until specifically authorized by the District Medical Examiner or the State Archeologist.

ii. Should human remains be discovered, the Contractor shall immediately cease all activities that may disturb the site and then notify the Chief and the Jacksonville Sheriff's Office. The Contractor shall not resume work on the Project until specifically authorized by the Jacksonville Sheriff's Office.

f. Dust and emission control

i. Contractor shall, in accordance with applicable federal, state and local rules and regulations, use water sprinkling, temporary enclosures and other suitable methods to limit to the lowest practical level, dust and dirt rising and traveling through the air or polluting water systems. Such precautions may include, but are not limited to, watering, sodding and seeding. Contractor shall not, however, use water when it may create hazardous or objectionable conditions such as ice, flooding or pollution. Contractor shall clean adjacent structures and facilities of dust, dirt and debris caused by demolition operations.

ii. 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.

iii. Contractor shall comply with Environmental Protection Board (EPB) Rule 2.1001, as amended, and Florida Administrative Code 62.296.320(4)(e), as amended, regarding the prevention of unconfined or fugitive particulate matter or emissions from the demolition clearance site. Contractor is responsible for determining whether or not the structure to be demolished is a regulated

structure. When required by the Environmental and Compliance Department, a structure, or portion thereof, which is to be demolished must be saturated prior to, during and after demolition to control any possible asbestos dust emissions.

XI. ASBESTOS

a. Asbestos may be present in the structures to be demolished. The City makes no representations as to the accuracy of any asbestos surveys which may have been performed on behalf of the City or others. Additionally, the City makes no representations as to the presence or absence of asbestos.

b. For asbestos removal, Contractor shall comply with all federal, state and local laws and regulations pertaining to notice and work practices applicable to asbestos and must strictly adhere to demolition methodologies delineated within the Environmental Protection Agency ("EPA") document "EPA- 340/1/92-013, September 1992, A guide to Normal Demolition Practices Under the Asbestos NESHAP." Prior to any demolition or abatement activities which would impact or disturb the asbestos Contractor must notify the local regulatory agencies of planned actions to be undertaken.

c. Contractor must provide the Environmental Quality Division of the Environmental and Compliance Department a ten (10) business day advanced notice prior to either asbestos removal or demolition of an EPA regulated structure. The notification must be on Department of Environmental Protection Form 62-257.900(1), which is available from the Environmental Quality Division Office located at 214 Hogan Street N., 6th Floor, Telephone No. 904-255-7184. It is the responsibility of Contractor to promptly notify the Environmental Quality Division and the Chief if regulated asbestos containing materials are discovered during performance of the Work, and to properly dispose of same in accordance with applicable laws and regulations.

d. In the event asbestos abatement is required, the Contractor shall be required to obtain a minimum of three (3) competitive quotes for the removal of all required Asbestos Containing Materials (ACM). The Contractor will submit a copy of all quotes and a change order in the amount of the lowest quote for approval by the City prior to commencement of any abatement work. Abatement quotes shall be dated, and not to exceed fourteen (14) days from the submission of the requested change order. The Contractor shall be responsible for all work performed by the asbestos abatement Contractor and shall carry liability insurance sufficient to cover this activity. The City will only approve those

documentable costs directly associated with the additional work. No approval will be given for payment of additional mark-up, overhead, administration, estimating, supervision, expenditure of time, or other indirect charges.

XII. DISPOSAL OF DEMOLISHED MATERIALS

a. Contractor shall remove from site all debris, rubbish and other materials resulting from demolition operations. No material may be disposed of by burning or burying.

b. No material or property may be left on site once the demolition has concluded except by order of the Chief. The removal of all materials and property becomes the sole responsibility of the Contractor once the demolition commences.

c. Contractor shall, at Contractor's expense, transport materials from the demolition site and properly dispose of materials offsite. Contractor shall dispose of construction and demolition debris only at sites in Duval County, Florida approved by the City's Director of Solid Waste and Resource Management. Contractor must identify the site(s) to which construction and demolition debris under this Contract will be removed for disposal and must provide the site(s) Certificate of Necessity number(s).

d. During performance of the Contract, Contractor must obtain and retain receipts from the disposal site operator for all disposals. Contractor shall provide the City with copies of weight tickets and/or landfill receipts showing proper disposition of demolition debris in Duval County, Florida.

e. Contractors must submit legible copies of disposal receipts from any certified landfill, mulching, or recycling facilities charges with their post demolition materials. Receipts may apply to more than one work order, but EACH receipt must list:

- **i.** The name and address of the dump site,
- **ii.** The address of the relevant Project,
- **iii.** The type of debris being disposed of, and
- **iv.** A digital date and time stamp.
    - **1.** Handwritten date and time stamps shall not be accepted.

f. 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.

XIII. SALVAGE RIGHTS

a. Except where otherwise indicated or specified in the Contract, all materials and equipment demolished or removed shall become the property of Contractor. Title to all materials resulting from demolition, and all materials and equipment to be removed, is vested in Contractor upon approval of Contractor's Final Notice to Proceed.

b. There is not created, conveyed, granted or transferred to Contractor any right, title, property or interest of any kind in or to the land or premises upon which said building or structure to be demolished is located. Contractor has only the right to enter such property for demolition and site clearance in accordance with the Contract terms.

c. Personal property of third persons or of occupants of buildings on the demolition site shall be subject to removal or destruction once demolition commences.

d. The City is not responsible for any loss of income to Contractor for salvageable material which may be lost or stolen or due to the condition of or damage to such property. Upon receipt of the Final Notice to Proceed, Contractor shall be responsible for the security of all salvageable materials, whether or not Contractor has removed said materials from the demolition site.

e. In the event that the City terminates the Contract, all right and all title in and to material and property transferred by this Section and remaining on the site, shall revert to and vest in the City without liability to Contractor and without prejudice to any claim which the City may have against Contractor arising from Contractor's default.

f. Materials and equipment left on the site by Contractor after the City's final inspection and acceptance of the Work shall be deemed to have been abandoned by Contractor to the City and title shall vest in the City, without prejudice to any claim which the City may have against Contractor arising from Contractor's having left materials on the site.

g. Salvageable material shall not be viewed by prospective purchasers or sold on the site, and salvageable material shall not be stored on the site except during performance of the Contract, which storage shall not interfere with the activities of the City or any other Contractors.

h. There shall be no salvage by Contractor, or applicable Subcontractor, on any demolition project which has been bid under provisions for emergency demolition.

XIV. SAFETY AND PROTECTION OF PROPERTY

a. 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.

b. 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.

c. Contractor is responsible for maintenance of both vehicular and pedestrian traffic around area of Demolition and Site Clearance and ensuring safe parking. Contractor shall provide all barricades, signage, lighting or other safety equipment, as required by applicable laws, to direct both vehicular and pedestrian traffic away from potentially unsafe areas during demolition operation.

d. Contractor shall conduct demolition operations and removal of debris to ensure no interference with roads, streets, walks and other adjacent occupied or used facilities. Contractor shall not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

e. Contractor shall conduct operations to prevent injury or damage to adjacent buildings, structures and other facilities. Any damage to adjacent buildings, structures or facilities shall be repaired to the owner's satisfaction at Contractor's expense.

f. Contractor shall inform itself concerning the location of existing utilities, pipelines and structures of every type below, on or above ground which may interfere with its operations. Contractor shall prepare its Bid and enter into the Contract in full understanding of the conditions that may be encountered and Contractor's responsibility in connection therewith. All existing utilities, pipes, poles, wires, fences, gates, curbing, paving, property lines markers, trees, shrubs, landscaping, traffic signs and signals, and other structures or items, either public or private, which must be preserved in place shall be protected from damage by Contractor. Should such items be damaged as a result of Contractor's operations, they shall be restored by Contractor to at least as good condition as that in which they were found immediately before the Work began, at no additional cost to the City.

g. Contractor shall take proper precautions to avoid unnecessarily injuring any trees on the site. Injury to any tree not specifically marked for removal shall result in a penalty of Three Hundred Dollars ($300) for each and every tree so injured, to be deducted from payment to Contractor.

XV. REPAIR DAMAGED PROPERTY

a. 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 demolition and 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.

b. Contractor shall notify the Chief immediately of any damage to adjacent property, or other private or public property, due to intentional or negligent acts or omissions of Contractor, and Contractor shall repair or replace such damage as soon as is reasonably possible, but no later than the Project completion date. Contractor shall repair or replace with similar style, material and quality, so as to place the property in as good a condition as it was immediately prior to being damaged. Contractor shall provide the Chief sufficient documentation, as determined by the City, to show that Contractor properly addressed all damages.

c. In the event Contractor fails to repair or replace the damage within the Project time period, the Chief may make other arrangements for the repair or replacement. Contractor shall be liable for all costs and expenses associated with repair or replacement. The City shall deduct the costs and expenses from amounts due or to become due to Contractor under the Project or any future Projects.

d. The City's Risk Management Division may determine Contractor's responsibility under the Contract for repairing or replacing property, where there is a dispute between an adjacent property owner or other private property owner and Contractor, with respect to a claim of damages.

XVI. DAMAGE

a. **Damage to Improvements**

i. 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.

ii. 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.

iii. The Chief must inspect and approve such repairs and restorations prior to payment approval.

iv. Subject to prior approval of the Chief, the Contractor may trim shrubs or trees and may remove lower branches to better facilitate land clearing.

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

vi. 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.

b. Damage to property

i. 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.

ii. 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.

iii. 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.

iv. The Chief must inspect and approve such repairs and restorations prior to payment approval.

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

vi. 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.

XVII. NON-COMPLIANCE

a. 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 any and all Projects issued to the Contractor and redistribute or rebid them at the Chief's discretion.

b. In addition to all other applicable provisions set forth in this Contract, a Contractor may be suspended or terminated from the Contract should any of the following incidents occur more than six (6) times over the life of the Contract:

i. Fails to commence work within thirty (30) days from the Notice to Proceed, sans any approved delays;

ii. Fails to complete site work and submit post demolition documentation to the Chief within ten (10) days of commencement of demolition;

iii. Fails to adhere to any of the documentation standards set forth in Section Twenty (XX) PAYMENT of this Contract;

iv. Fails to adhere to the requirements for receipts set forth in Section Twelve (XII) DISPOSAL OF DEMOLISHED MATERIALS of this Contract;

v. Surrenders or refuses to complete assigned work;

vi. Directly causes a hazardous situation which places the lives or property of others in danger;

vii. Must be made to return to Project site in order to complete work, either in part or in whole;

viii. Causes damages to private property, improvements, trees, or fails to adhere to the environmental standards set forth in this Contract;

ix. Knowingly and willingly fails to alert the Chief to a violation of the Contract;

x. Fails to complete work with diligence and continuity;

xi. Neglects to remove material or equipment from the job site in a timely manner;

xii. Disregards laws, rules, regulations or orders of any public body having jurisdiction;

xiii. Disregards the authority of the Chief; or

xiv. Fails to perform any of the covenants herein contained.

c. Should any of these violations occur, the Chief shall issue a Notice of Non-Compliance to the Contractor in writing. There shall be no limitation of time or circumstance herein. That the offense was committed by an employee or Subcontractor, whether the violation becomes known to the Chief during or after the Project's completion, or whether the Contractor has since remedied the violation, is hereby irrelevant to the Chief's authority to issue a Notice of Non-Compliance.

i. At the sole discretion of the Chief, these violations may be considered individually or collectively to invoke the suspension or termination of a Contractor.

XVIII. EQUIPMENT REQUIREMENTS

a. Contractor shall be in full ownership of at least one (1) excavator in good working condition with the means to transport it, as is necessary to complete a standard demolition. Extraneous equipment such as roll offs, bobcats, lawn care equipment, etc. may be leased or rented.

b. The Contractor shall:

i. 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.

ii. 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.

iii. 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.

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

v. Clearly and legibly display signage on all work vehicles the company name and telephone number. At no time shall employee's personal vehicles be parked on or adjacent to the work sites.

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

c. The Chief reserves the right to inspect all relevant equipment and all business locations prior to recommending the award and at any reasonable time for the duration of the life of the contract.

d. 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.

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

f. 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, they 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.

i. 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.

XIX. INSPECTION OF THE WORK

a. Contractor shall allow, during regular business hours, City access to the site in order that the City may inspect the operations for compliance with this Contract. Contractor shall cooperate with the City in order to facilitate such inspections.

b. When the Work is complete, Contractor shall notify the assigned Inspector in writing that the Work is ready for final inspection.

XX. PAYMENT

a. General Payment

i. There shall be no progress or partial payments under this Contract. Payment for the Work performed on a particular Demolition site shall be allowed under this Contract only upon completion of the Project and the acceptance of both the site and the required documentation by the Chief, or upon cancellation of the Project in writing by the City.

ii. Upon completion of the Work, Contractor shall submit an invoice to the Chief. The City shall make final inspection of the Work relating to the invoice and the specific Demolition site. Upon completion of the City's inspection and acceptance of the Work, the City shall process the invoice for payment.

1. The City may reject an invoice which is accompanied by incomplete or incorrect post demolition documentation.

2. All invoices shall be in a form acceptable to the Chief. All invoices shall reference the Purchase Order by number and shall reference each specific Demolition site by address and real estate number. Contractor shall provide detailed descriptions of each amount owed and shall submit a signed Contractor's Affidavit for Payment and Release in a form and language acceptable to the City.
    a. Handwritten invoices will not be accepted.

3. Prior to payment, the City shall deduct from Contractor's payment any amounts Contractor owes the City pursuant to provisions of this Contract including, but not limited to, the cost to correct Contractor's Work which was not performed in accordance with the Contract. Such reduction in payment shall not relieve Contractor from any of its contractual obligations to perform and shall not limit the City's remedies under both Contract and law.

4. The City reserves the right to correct any errors of omission or commission per the laws and rules that govern the City. In the event the City pays Contractor in error, for whatever reason, Contractor shall notify the Chief. Upon determination of any overpayment, the Chief will verify the error and make an appropriate adjustment to Contractor's payment or future payment.

iii. In the event that a project has been complied by the owner after being released to the Contractor, Contractor may be entitled to

payment for costs that were incurred on said project. Legitimate costs include permit fees, abatement costs, plumbing work, and mobilization fees when applicable. No payment will be rendered for administrative costs, filing fees, expenditure of time, etc. No payment will be rendered for costs incurred after the notice of cancellation has been sent. Contractor must submit invoice, affidavit of lien, and all supporting documentation no later than ten (10) days from the notice of cancellation.

iv. If Contractor is in violation of any terms or conditions of the Contract, the City may withhold any payment which may be due Contractor, and which is appropriate under the circumstances. The City may also withhold any payment which may be due Contractor if payment might violate the terms and conditions of any security instrument provided under this Contract.

v. 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 Contractual Specifications. Approval must be justified by a review of the Contractor's invoice and supporting documentation.

1. The City will immediately 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.

2. 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.

3. 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.

4. Payment for work performed will not be released until the project is completed satisfactorily as determined by the Chief.

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

1. The invoiced work is defective or incomplete;
2. Evidence is discovered that work previous approved is defective which nullifies a payment previously approved;
3. Claims against the Contractor have been filed or there is reasonable evidence indicating claims will be filed;
4. The City has corrected or completed the Contractor's defective or incomplete work due to Contractor's default of contract;
5. The Contractor has not completed the work in accordance with the covenants of the contract.

vii. 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.

b. Post Demolition Documentation

i. Once the Project site has been completed per the specifications of this Contract, the Contractor shall submit their Post Demolition Documentation to the Chief. Contractor's invoice shall not be processed, and no payment shall become due, until Contractor has provided the Chief with copies of all applicable:

1. Permits;
2. Sunshine Locates;
3. Abandonments;
4. Grassing Letters;
5. Environmental Quality Division asbestos notification;
6. Contractor Asbestos Notification Statement;
7. Dump receipts;
8. Asbestos abatement documentation;
9. Ashsite documentation;
10. Invoice;
11. Affidavit of Payment and Release;
12. JSEB forms; and

13. Any other applicable documentation.

ii. All documentation must be correctly and fully completed in a manner that meets with the approval of the Chief.

iii. Dump tickets shall be electronically stamped with the date and time of arrival. Tickets must either be original copies or be legibly scanned; photos of tickets will not be accepted.

iv. Payment by the City to Contractor shall be considered neither an acceptance of defective work, nor a waiver of the City's rights under the Contract and Contractor's obligations to perform in accordance with the Contract.

XXI. PERMITS AND LICENSES

a. 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.

b. Contractor shall give all notices required by law and comply with all applicable laws, ordinances and codes. All disconnections, Demolitions, and Site Clearances shall comply with all applicable ordinance and codes, including all written waivers. Should Contractor fail to observe the foregoing provisions and perform the Work at variance with any applicable ordinance or code, including any written waivers, Contractor shall correct the Work without cost to the City.

c. 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 no later than one (1) month in advance of any permits, licenses, or certifications that will expire, regardless of any intentions that the Contractor may have to renew such qualifications.

d. If the Contractor is disposing of tires, they must be actively registered as a Waste Tire Collector with the Florida Department of Environmental

Protection and hold an active Waste Tire Transporter License with the City of Jacksonville Department of Public Works.

e. The Contractor must provide an onsite supervisor who is a licensed asbestos supervisor in the State of Florida. Furthermore, the heavy equipment operator must have proof of successfully completing the training requirements of Florida Statute, Chapter 469).

XXII. COMPLIANCE WITH LAWS

a. 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 violations to the Chief.

b. 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.

c. 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.

XXIII. TAXES

a. Contractor shall be liable for all federal, state and local taxes associated with the performance of this Contract, including sales and use tax, social security, worker's compensation, unemployment, and any other taxes which may be chargeable against labor, material, equipment, real estate or other items necessary in the performance of this Contract.

XXIV. EMPLOYEE WAGES AND BENEFITS

a. Contractor shall comply with all applicable federal, state and local laws relating to wages, hours, overtime and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect. Conditions of employment shall be published and conspicuously posted so all employees may be informed. Contractor shall furnish, at its expense, reasonable equipment, including safety equipment.

XXV. NO ASSIGNMENT OR SUBCONTRACT

a. Contractor shall not assign or transfer this Contract, the duties to be performed under this Contract, or any right occurring or monies due under this Contract except with the prior express written approval of the Chief.

b. Contractor shall not subcontract this Contract, the duties to be performed under this Contract or any right occurring or monies due under this Contract without prior express written consent of the Chief, executed with the same formalities as this Contract. In the event the City approves a Subcontractor, such consent shall not relieve Contractor of any of its liabilities or obligations under this Contract with the City, and such consent shall not create any contractual relationship between Subcontractor and the City. For purposes of such subcontract, a Subcontractor shall be considered an employee of Contractor and shall be subject to the same requirements as other employees of Contractor.

XXVI. INDEPENDENT CONTRACTOR

a. 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.

b. 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.

XXVII. CONTRACTOR OBLIGATIONS, SUPERVISION, AND SUPERINTENDENT

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. Contractor shall assure that all utilities serving the buildings, structures and facilities have been disconnected and sealed prior to performing demolition work.

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

h. 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 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.

i. At the request of 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.

j. 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.

k. 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.

l. The awarded Contractor must provide an onsite supervisor who is a licensed asbestos supervisor in the State of Florida. Furthermore, the heavy equipment operator must have proof of successfully completing the training requirements of Florida Statute, Chapter 469).

XXVIII. CONTRACTOR RECORDS - MAINTENANCE AND ACCESS

a. Contractor shall maintain, within the City of Jacksonville, detailed records of the services and scope of work during the term of this Contract and for a minimum of three (3) years following the end of the term of this Contract. If an audit, litigation, or other action involving the Contract commences before the end of the retention period, Contractor must retain the records until all issues arising out of the action are resolved.

b. Contractor shall file and keep current with the City all documents and reports required by this Contract. Such documents shall include, but are not limited to, certificates of insurance, applicable licenses and permits and any required payment and performance bond(s).

c. The Chief, or other City designee, shall have the right to access Contractor's records, at any time during reasonable business hours, for the purpose of auditing the financial and contractual performance of Contractor, except those that are privileged under Florida law. Contractor shall make its records available to the City for inspection and audit within 24 hours of the City's written notice. Contractor shall make copies for the City, upon the City's request, at a cost consistent with Chapter 119, Florida Statutes (Public Records).

XXIX. REQUESTS FOR INFORMATION

a. It shall be the responsibility of Contractor to make timely requests in writing of the Chief for any additional information not already in its possession which should be furnished by the City under the terms of this Contract, and which he will require in the planning and execution of the Work. Contractor shall submit each request for information promptly to allow sufficient time for the parties to take action so as to avoid delay. Contractor shall be fully responsible for any delay, in its work or the work of others, arising from Contractor's failure to timely request information.

XXX. DISPUTE RESOLUTION

a. Contractor shall provide written notice to the Chief within five (5) 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, except that if the claim is of a continuing character and notice of the claim is not given within five (5) days of its commencement, the claim will be considered only for a period commencing five (5) days prior to the receipt by the Chief of notice thereof.

b. 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.

c. Contractor may appeal the Chief's decision by notifying the Chief, in writing, within five (5) 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.

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

XXXI. PUBLIC ENTITY CRIMES

a. By signing this Contract, Contractor certifies and warrants that, as of the date of execution of this Contract, Contractor is in compliance with Section 287.133, Florida Statutes, as amended, and with Section 126.104, Jacksonville Ordinance Code, as amended.

XXXII. NOTICE

a. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and when either delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, at the following address:

The City:

Municipal Code Compliance Division City of Jacksonville
214 Hogan Street N., 7th Floor
Jacksonville, Florida 32202
Attn: Division Chief

With copy to:

City of Jacksonville Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: General Counsel

b. Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. If sent by facsimile, the original of the notice must still be mailed in the form as required herein.

c. Notice shall also be effective upon Contractor when delivered by the City in person to Contractor at the job site.

XXXIII. CONTRACT TERMINATION

a. Termination for Convenience

i. The City 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.

ii. Prior to Contractor's mobilizing on site, the City shall have the absolute right to immediately withdraw any Notice to Proceed already given and to terminate the site from the scope of work, without liability to Contractor.

iii. After Contractor has mobilized and/or commenced work on site, the City shall still have the absolute right to immediately terminate the remainder of the site from the scope of work; however, the City shall reimburse Contractor for actual expenses and costs which Contractor has reasonably incurred in performing the Contract prior to the date of Contractor's receipt of notice of termination for the site, and the City shall reimburse Contractor for reasonable costs associated with the termination, such as field demobilization costs.

iv. At any time, the City shall have the absolute right to terminate the entire Contract, by giving five (5) days written notice, and the City shall have no liability to Contractor for any cost whatsoever arising out of or in connection with this Contract, or the termination of this Contract, except as expressly stated herein.

v. In the event that the City terminates the Contract for convenience, the City shall reimburse Contractor for actual expenses and costs

which Contractor has reasonably incurred performing the Contract prior to the date of Contractor's receipt of notice of termination and for reasonable costs associated with the termination, such as field demobilization costs.

b. Termination for Default

i. Upon a failure by Contractor to adhere to and perform the terms of this Contract, the City may, by written notice of termination for default, hand delivered to Contractor, sent by certified mail return receipt requested, or by electronic mail, terminate in whole or in part the Contract.

ii. Upon delivery by the City of such notice of termination, Contractor shall have five (5) days in which to provide the City with a detailed plan to cure such default to the City's satisfaction. Upon receipt of any such plan, the City shall review the plan and notify Contractor whether or not such plan has been approved.

1. If the plan is approved, Contractor shall commence to cure the default within the time set forth in the approved plan for the default to be cured.

2. The City's written notice to Contractor that (i) it has rejected the plan to cure the default; or (ii) Contractor has failed to cure such default in accordance with an approved plan, shall constitute termination for default under this provision.

iii. In the case of such termination for default, the City 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.

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

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

c. **Termination for Lack of Funding**

i. The City's contractual authority is limited to funds appropriated. As such, the City has the absolute right to immediately terminate the Contract in whole or in part, for lack of funding. To the extent Contractor has not commenced with the Work, the City shall not be liable to Contractor for any cost whatsoever arising out of or in connection with this Contract, or the termination of this Contract.

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