

**State of Florida
Department of Transportation**



EXHIBIT “A”, SCOPE OF SERVICES

**TO PROVIDE DISTRICT-WIDE RIGHT-OF-WAY
DEMOLITION AND REMOVAL SERVICES IN MIAMI-
DADE AND MONROE COUNTIES FOR THE FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT).**

PROJECT/PROPOSAL NUMBER:	ITB-DOT-16/17-6152RC
FINANCIAL PROJECT NUMBER(S):	VARIOUS

TABLE OF CONTENTS

1.0	GENERAL INFORMATION _____	5
2.0	PURPOSE _____	5-6
3.0	DEFINITIONS _____	6
3.1	Contract/Agreement _____	6
3.2	Contractor _____	6
3.3	Department _____	6
3.4	Department's Project Manager _____	6
3.5	Contractor's Project Manager _____	6
3.6	Demolition _____	6
3.7	Removal _____	6
3.8	Notice of Award _____	6
3.9	Notice to Proceed _____	6
3.10	Letter of Authorization _____	7
3.11	Task Assignment _____	7
3.12	Written Notice _____	7
3.13	Maintenance of Traffic _____	7
3.14	Department Observed Holidays _____	7
3.15	Department Business Hours _____	7
3.16	Hourly Rates _____	7
3.17	Department Non-Business Hours _____	7
3.18	Department Procedures _____	8
3.19	Premises _____	8
3.20	Disadvantage Business Enterprises _____	8
4.0	CONTRACTOR RESPONSIBILITIES _____	8
4.1	Coordination with the Department _____	8-9
5.0	SERVICES TO BE PROVIDED _____	9
5.1	Residential Structures _____	9-10
5.2	Demolition and Removal of Residential Structures _____	10
5.3	Demolition and Removal of Commercial Structures of Mobile Homes _____	10
5.4	Commercial/Industrial Structures _____	10-11
5.5	Signs, Light Poles and Utility Poles _____	11-12
5.6	Miscellaneous _____	12
5.6.1	Footers/Slabs _____	12
5.6.2	Wood Decks _____	12
5.6.3	Outbuildings _____	13
5.6.4	Exterior Lighting _____	13
5.6.5	Canopies _____	13
5.6.6	Swimming Pools _____	13-14
5.6.7	Septic Tanks/Lift Stations/Grease Traps _____	14
5.6.8	Fencing/Guardrail/Walls _____	14
5.6.9	Wells _____	15
5.6.10	Irrigation Systems _____	15
5.6.11	Hydraulic Lifts _____	15
5.6.12	Debris Removal _____	15
5.6.13	Fill Material _____	15
5.6.14	Tire and Vehicle Removal _____	16
5.6.15	Wet Demolition _____	16
5.7	BUILDING CUT-OFFS & RE-FACE _____	17

5.7.1	Residential Structures	17
5.7.2	Commercial/Industrial Structures	17
5.7.3	Engineering Plans	17
6.0	WORK SUPERVISION AND SUPERVISION REQUIREMENTS	17-18
7.0	LICENSE AND INSURANCE QUALIFICATIONS	18-19
8.0	SAFETY	19-20
9.0	METHOD OF OPERATION	20-21
10.0	PERMITS	21
11.0	RELOCATIONS	21
12.0	MAINTENANCE OF TRAFFIC	21-22
13.0	RESPECTING THE PROPERTY OF ABUTTING OWNER	22
14.0	LOCATION OF UNDERGROUND UTILITIES	22
15.0	CONTRACT PERSONNEL REQUIREMENT	22
16.0	CONTRACTOR'S WARRANTY	23
17.0	SUB-CONTRACTOR(S)/SUB-CONSULTANT(S)	23
18.0	PRE-WORK CONFERENCE	23-24
19.0	NOTIFICATIONS	24
19.1	Emergency Notifications	24
19.2	Damages and Department Notifications	24
19.3	National Emissions Standards for Hazardous Air Pollutants Notices	25
20.0	CONTRACT ADMINISTRATION	25
20.1	Reviews	25
20.2	Correction of Deficiencies	25
20.3	Non-compliance	25-26
20.4	Project Records	26
20.5	Documentation of Uncompleted Work	27
20.6	Additional Work	27
21.0	SUSPENSION OF WORK	27-28
22.0	DEPARTMENT RESPONSIBILITIES	28
23.0	INSPECTIONS	28-29
24.0	PROPERTY OF THE DEPARTMENT	29
25.0	CONTRACTOR AGREEMENT	29-30

1.0 GENERAL INFORMATION

- 1.1 This **Contract/Agreement** shall be in accordance with the latest edition of the **Florida Department of Transportation Standard Specifications for Road and Bridge Construction (SSRBC)**.
- 1.1.1 The portions of **Section 8-7.3.2 Contract Time Extensions (SSRBC)** that refer to delays caused by the effects of inclement weather shall apply only in instances when the National Weather Service issues local emergency alerts for severe storms.
- 1.1.1.1 If extreme weather, tenant delays, or other conditions prevent the **CONTRACTOR** from the timely completion of a task, the **CONTRACTOR** shall inform the **Department's Project Manager (or his/her designee)** prior to stopping work and obtain a new completion date within twenty-four (24) hours of work stoppage. The new completion date must be approved in writing by the **Department's Project Manager (or his/her designee)**.
- 1.1.2 Where the Florida Department of Transportation Standard Specifications for Road and Bridge Construction references "Engineer" substitute "**Department's Project Manager (or his/her designee)**".
- 1.1.3 Liquidated Damages for Failure to Complete the Work shall be assessed as specified in **Section 8-10 Liquidated Damages for Failure to Complete the Work (SSRBC)**. The **DEPARTMENT** shall also assess liquidated damages for each day the **CONTRACTOR** fails to commence work on the date specified in the National Emissions Standard for Hazardous Air Pollutants (NESHAP) notice. The liquidated damage amount shall be based on the **Letter of Authorization** amount.

2.0 PURPOSE

- 2.1 The Florida Department of Transportation, hereafter known as the **DEPARTMENT** requires sealed written bids from qualified firms hereafter known as the **CONTRACTOR** for a Letter of Authorization driven contract to provide district-wide right-of-way demolition and removal services in Miami-Dade and Monroe Counties.
- 2.2 The **Exhibit "A", Scope of Services** describes and defines activities which may be required by the Florida Department of Transportation for demolition and removal services in District Six. The services of demolition and removal may be required in the geographical boundaries of the District Six area of responsibility. As services are identified, the **DEPARTMENT** shall issue a Letter of Authorization to perform the required services.
- 2.3 The purpose of this **Contract/Agreement** is to retain the **CONTRACTOR** to provide demolition and/or removal services necessary to clear right-of-way in Miami-Dade and Monroe counties. In addition to the above mentioned services, the scope will also include demolition and removal services from all facilities occupied and utilized by the **DEPARTMENT** (including all real property and appurtenances, fixtures and fixed equipment structures). This includes, but is not limited to, those operations necessary for mobilization, the movement of personnel, equipment, supplies, expertise, incidentals, permits, notifications, and fees associated with such notifications, if any.
- 2.4 The term of this **Contract/Agreement** shall begin upon issuance of a Notice of Award and shall continue for a period of **thirty-six (36) months**.
- 2.5 Structures shall vary, in number and type, from small residential to larger commercial, and may include miscellaneous structures.

- 2.6 All services described in **Exhibit “A”, Scope of Services** will include demolition and removal in all facilities occupied and utilized by the **DEPARTMENT** (including all real property and appurtenances, fixtures and fixed equipment structures).

3.0 DEFINITIONS

- 3.1 **Contract/Agreement** - All documents, exhibits and attachments specifying services to be performed/provided by the **CONTRACTOR**, billing rates for these services and how the **CONTRACTOR** shall be compensated for these services, executed by both the **CONTRACTOR** and the **DEPARTMENT**
- 3.2 **Contractor** - The **CONTRACTOR** retained by the **DEPARTMENT** to perform the Contractual Services described in this **Contract/Agreement**.
- 3.3 **Department** - The Florida Department of Transportation (FDOT)
- 3.4 **Department’s Project Manager** - The **Department’s** staff member(s), manager(s), **Contractor(s)** or **Consultant(s)** with overall responsibility and authority to oversee the contractual services being performed/provided by the **CONTRACTOR** for this **Contract/Agreement**.
- 3.5 **Contractor’s Project Manager** - The **Contractor’s** staff member(s) or manager(s), with overall responsibility and authority to oversee the contractual services being performed/provided by the **CONTRACTOR** for this **Contract/Agreement**.
- 3.6 **Demolition** - Demolition is understood to include the complete teardown of all improvements, abandonment and capping of wells, crushing and filling of septic tanks, and leaving the parcel leveled and clear of all types of improvements.
- 3.7 **Removal** - Removal is understood to mean the physical relocation of an improvement to an approved site. Included in removal is breaking up and hauling away of structures, foundations, footers, slabs and pilings, removal of septic tanks and removal of all construction debris on the site so as to leave the parcel leveled and clear of all types of improvements.
- 3.8 **Notice of Award** - A letter issued by the Contractual Services Office authorizing the start of the **Contract/Agreement**. There shall be one (1) Notice of Award issued for the initial **Contract/Agreement**.
- 3.9 **Notice to Proceed**- A letter issued by the **Department’s Project Manager (or his/her designee)** authorizing the start of a work order. The **CONTRACTOR** shall not commence work until receipt of a **Letter of Authorization** (as defined below) from the **DEPARTMENT** or the **Department’s Project manager (or his/her designee)**. For any additional work that shall be added to this **Contract/Agreement** by Supplemental Agreement an additional **Notice to Proceed** shall be issued.
- 3.10 **Letter of Authorization** - A document issued by the **Department’s Project Manager (or his/her designee)** authorizing the **CONTRACTOR** to commence to work on a specific task in accordance with the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**. Completion due dates and fees are specified in the **Letter of Authorization**.
- 3.11 **Task Assignment** - One or more tasks assigned under this **Contract/Agreement** in connection with the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**. Each task will be individually numbered.

- 3.12 Written Notice** - Written notice is herein defined as notice in writing signed by the **Department's Project Manager** (or his/her designee) and may be a scanned or faxed copy of the original.
- 3.13 Maintenance of Traffic** - This shall include all facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance. The **CONTRACTOR** shall be required to maintain traffic over those portions of the roadway where work is to be performed in accordance with **Section 12.0** Maintenance of Traffic of this **Exhibit "A, Scope of Services** and in accordance with the latest Edition of the Florida Department of Transportation Standard Specifications of Road and Bridge Construction (**SSRBC**).
- 3.14 Department Observed Holidays** - The following holidays are observed by the **DEPARTMENT**. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
- 3.14.1** New Year's Day
 - 3.14.2** Martin Luther King Birthday
 - 3.14.3** Memorial Day
 - 3.14.4** Independence Day
 - 3.14.5** Labor Day
 - 3.14.6** Veteran's Day
 - 3.14.7** Thanksgiving Day and the following day
 - 3.14.8** Christmas Day

Contractor's Note: When preparing bids and/or scheduling projects for this **Contract/Agreement** be advised that some of these holidays are date specific, while others are day or week specific, and as such, may vary from year to year.

- 3.15 Department Business Hours** - Typically 8:00 A.M. through 5:00 P.M., Monday through Friday in which the **DEPARTMENT** conducts routine business.
- 3.16 Department Non-Business Hours** - Typically holidays, weekends, and night time frames in which the **DEPARTMENT** is closed to conducting routine business.
- 3.17 Hourly Rates** - On an as-needed basis, the **Department's Project Manager (or his/her designee)** may determine that the services of a laborer, an electrician or a plumber may be necessary to accomplish authorized tasks. These services must be authorized by the **Department's Project Manager (or his/her designee)** in the "**Letter of Authorization**"
- 3.18 Department Procedures** - Standard day-to-day process which relates to the type of services being requested in this **Contract/ Agreement**.
- 3.19 Premise(s)** - All Florida Department of Transportation (FDOT) property identified by the **Department's Project Manager/ (or his/her designee)** and any other property that may be added to or deemed part of this **Contract/Agreement**.
- 3.20 Disadvantaged Business Enterprises (DBE)** - Participation by Disadvantage Business Enterprise: The **CONTRACTOR** shall agree to abide by the following statement from 49 CFR Part 26.13(2).

b. Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the **CONTRACTOR** to carry out these requirements is a material breach of*

this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

This statement shall be included in all subsequent agreements between the Consultant and any sub-consultant or Contractor. The Contractor or sub contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of FDOT assisted contracts. Failure by the **CONTRACTOR** to carry out these requirements is a material breach of this **Contract/Agreement** or such other remedy as the recipient deems appropriate.

4.0 CONTRACTOR RESPONSIBILITIES

4.1 Coordination with the Department

All aspects of each authorization or task shall be coordinated through the **Department's Project Manager (or his/her designee)**. All authorizations and approvals shall be in writing and executed by the **Department's Project Manager (or his/her designee)** prior to the commencement of work.

The **Department's Project Manager** is:

Mrs. Idania Barroso
Property Management Administrator-Operations
Idania.Barroso@dot.state.fl.us

Located at: Florida Department of Transportation
Right of Way Administration
Property Management Section
1000 N.W. 111th Avenue, Room 6105B
Miami, FL 33172

4.1.1 The following persons in addition to the **Department's Project Manager** are authorized to issue Letters of Authorization initiating services under this **Contract/Agreement**:

Mr. Jesus M. Alvarez
District Right of Way Manager – Operations
Jesus.Alvarez@dot.state.fl.us

Ms. Milady Cernuda
Right of Way Agent-Asbestos and Demolition Coordinator
Milady.Cernuda@dot.state.fl.us

4.1.2 In the **Department's Project Manager's** temporary absence from the office, the **DEPARTMENT** shall authorize another individual to perform the **Department's Project Manager's** duties.

4.1.3 The **DEPARTMENT** may replace the **Department's Project Manager (or his/her designee)** at any time during the term of this **Contract/Agreement**.

4.1.4 It is imperative that the **CONTRACTOR** begin work on the date specified in the **Letter of Authorization** which shall be the date specified in the National Emissions Standard for Hazardous Air Pollutants (NESHAP) notification to the Florida Department of Environmental Protection (DEP) in accordance with 40 CFR, Subpart M. Part 61.145(b) (See Section 19.3)

5.0 SERVICES TO BE PROVIDED

5.1 Residential Structures

A residential structure is a building, including attached improvements, which primarily is used or could be used as a dwelling. Any building located on a parcel on which a residential structure is situated shall be construed to be a residential structure, unless otherwise identified in this Scope of Work. Any structure with more than four (4) separate dwelling units shall not be construed as a residential structure. The square footage of a residential structure means the square footage of the portion of the structure which is under roof and enclosed by walls. The square footage for each story shall be calculated.

5.1.1 Residential Frame Structures

Residential frame structures encompass structures that are predominantly constructed with wood and plaster materials.

5.1.2 Residential Concrete Block Structures

Residential concrete block structures encompass structures that are predominantly constructed with concrete blocks.

5.1.3 Residential Masonry Structures

Residential masonry structures encompass structures that are predominantly constructed with bricks.

5.2 Demolition, Removal and Disposal of Residential Structures

The demolition, removal and disposal of residential structures shall include, but not be limited to the following:

- 5.2.1** Buildings and Improvements
- 5.2.2** Foundations
- 5.2.3** Attached decks
- 5.2.4** Basements
- 5.2.5** Attached Canopies
- 5.2.6** Debris
- 5.2.7** Slabs
- 5.2.8** Porches
- 5.2.9** Chimneys
- 5.2.10** Utility Disconnections
- 5.2.11** All Personal Property
- 5.2.12** Any Above-Ground and Below-Ground Supports

5.3 Demolition, Removal and Disposal of Mobile Homes

The demolition, removal and disposal of mobile homes shall include, but not be limited to the following:

- 5.3.1** Mobile Homes
- 5.3.2** Tie Downs
- 5.3.3** Piers

- 5.3.4 Attached Canopies
- 5.3.5 Ramps
- 5.3.6 Debris
- 5.3.7 Skirting
- 5.3.8 Porches
- 5.3.9 Steps
- 5.3.10 All Personal Property
- 5.3.11 Foundations, including any Above-Ground and Below-Ground Supports

5.4 Commercial/Industrial Structures

A commercial/industrial structure is a building including attached improvements, which primarily is used or could be used as commercial/industrial office or warehouse space. Any building located on a parcel on which a commercial/industrial structure is situated shall be construed as a commercial/industrial structure, unless otherwise identified in this **Exhibit "A", Scope of Services**.

Any structure with more than four (4) separate dwelling units shall be construed as a commercial/industrial structure. The square footage of a commercial/ industrial structure means the square footage of the portion of the structure which is under roof and enclosed by walls. Square footage for each story shall be calculated. The **CONTRACTOR** shall be responsible to cap all sewer lines if applicable.

5.4.1 Demolition and Removal of Commercial Structures

Demolition and removal of commercial structures shall include, but not be limited to the removal of all wiring, plumbing, conduit, fixtures, equipment, sprinklers, steps and personal property located within or associated with the structure including all utility disconnects. The demolition and removal shall include, but not be limited to the removal of all slabs, footers and piers.

5.4.1.1 Commercial Metal Structures

Commercial metal structures are structures that are predominantly constructed with metal materials.

5.4.1.2 Commercial Frame Structures

Commercial frame structures are structures that are predominantly constructed with wood and plaster materials.

5.4.1.3 Commercial Concrete Block Structures

Commercial Concrete Block Structures are structures that are predominantly constructed with concrete block.

5.4.1.4 Commercial Concrete Tilt-up Structures

Commercial concrete tilt-up structures are structures that have been constructed through concrete performed construction.

5.4.1.5 Commercial Masonry Structures

Commercial masonry structures are structures that are predominantly constructed with brick, stone or other similar materials.

5.5 Signs, Light Poles and Utility Poles

5.5.1 Demolition and Removal

Demolition and removal of signs, light poles and utility poles shall include but is not limited to the removal of all footers and all other above and below ground materials.

5.5.2 Electrical Disconnect

Electrical disconnect shall be performed by a licensed electrician. The electrical system shall be disconnected at the power source. The electrical line shall be severed at the right-of-way line, removing all wiring and conduit material from the right-of-way. No subsurface wiring and/or conduit shall be permitted to remain in the right-of-way.

5.5.3 Wood Signs

Wood signs are signs constructed of predominantly wood materials.

5.5.4 Metal Signs

Metal signs are signs constructed of predominantly metal materials.

5.5.5 Monumental Signs

Monumental signs are signs constructed of predominantly of concrete and masonry materials.

5.5.6 Monopoles

Monopoles are billboards erected on a single steel pole.

5.5.7 Light Poles

Light poles are poles such as flag poles, security light poles, residential television and radio antenna poles and other similar type use poles.

5.6 Miscellaneous

5.6.1 Footers/Slabs

The **CONTRACTOR** shall remove all footer(s) and slab(s), as authorized by the **Department's Project Manager (or his/her designee)** in writing. Footers and slabs include concrete structures that are part of outbuildings, as described in Section **5.6.3, Outbuildings** below; that are independent of any buildings or sign posts; that are underground, above ground or partially exposed; or that serve as foundations for mobile homes. This includes, but is not limited to patios, sign bases (no signs attached), concrete shed floors and isolated foundations.

Saw cuts are clean lineal cuts through the entire depth of a footer, slab or wood structure as authorized and where indicated by the **Department's Project Manager (or his/her designee)** in writing. The **CONTRACTOR** shall be required to removal all footers and/or slabs from the right-of-way.

5.6.2 Wood Decks

The **CONTRACTOR** shall remove all wood decks, including those which are free-standing or attached to a structure, that are not included in the demolition of a residential or commercial structure, as authorized by the **Department's Project Manager (or his/her designee)** in writing.

All parts of the deck shall be removed, including all above-ground and below-ground supporting structures.

Any plumbing or electrical fees necessary to accomplish the authorized work shall be considered under **Section 3.17, Hourly Rates** of this **Exhibit “A”, Scope of Services**.

5.6.3 Outbuildings

All outbuildings shall be demolished and/or removed, as authorized by the **Department’s Project Manager (or his/her designee)** in writing. This includes, but is not limited to metal utility buildings, dog houses, pump houses, workshops and barns.

All parts of the structure shall be removed, including all attachments and supporting structures, except slabs and footers shall be removed (and priced) per **Exhibit “C”, Bid Blank**.

Any plumbing or electrical fees necessary to accomplish the authorized work shall be considered under **Section 3.17, Hourly Rates** of this **Exhibit “A”, Scope of Services**.

5.6.4 Exterior Lighting

The **CONTRACTOR** shall remove all exterior lighting which is free-standing and independent of any structure, as authorized by the **Department’s Project Manager (or his/her designee)** in writing. This includes, but is not limited to flood lights, security lights and decorative lighting.

Any electrical fees necessary to accomplish the authorized work shall be considered under **Section 3.17, Hourly Rates** of this **Exhibit “A”, Scope of Services**.

5.6.5 Canopies

The **CONTRACTOR** shall remove all free-standing canopies, which are those free-standing structures with an overhead covering that is supported by a means other than walls, as authorized by the **Department’s Project Manager (or his/her designee)** in writing. These include, but are not limited to gas station island canopies, boat covers and detached carports.

Any plumbing or electrical fees necessary to accomplish the authorized work shall be considered under **Section 3.17, Hourly Rates** of this **Exhibit “A”, Scope of Services**.

5.6.6 Swimming Pools

Swimming pools shall be removed when authorized by the **Department’s Project Manager (or his/her designee)** in writing.

Removal of an above-ground pool includes the removal of the pool and attached accessories and equipment, such as slides, diving boards and pumps. Decking and screen enclosures shall be removed in accordance with **Sections 5.6.2, Wood Decks** and **5.6.3, Outbuildings** of this **Exhibit “A”, Scope of Services** respectively.

Removal of an in-ground vinyl pool requires the removal of all pool materials, including the pool itself and attached accessories and equipment, such as slides, diving boards and pumps. Patios, decking and screened enclosures shall be removed in accordance with **Sections 5.6.1, Footers/Slabs; 5.6.2, Wood Decks** and **5.6.3, Outbuildings** of this **Exhibit “A”, Scope of Services**, respectively.

Removal of an in-ground concrete pool includes the removal of the pool and attached accessories and equipment, such as slides, diving boards and pumps. Patios, decking

and screened enclosures shall be removed in accordance with **Sections 5.6.1, Footers/Slabs; 5.6.2, Wood Decks** and **5.6.3, Outbuildings** of this **Exhibit “A”, Scope of Services**, respectively.

Any plumbing or electrical fees necessary to accomplish the authorized work shall be considered under **Section 3.17, Hourly Rates** of this **Exhibit “A”, Scope of Services**.

5.6.6.1 A concrete in-ground pool may be crushed and filled, when authorized by the **Department’s Project Manager (or his/her designee)** in writing. Crushing and filling requires the breaking of the pool into small pieces to ensure proper compaction and eliminate air pockets in the fill material. All attached accessories shall be removed. Patios, decking and screened enclosures shall be removed in accordance with **Sections 5.6.1, Footers/Slabs; 5.6.2, Wood Decks** and **5.6.3, Outbuildings** of this **Exhibit “A”, Scope of Services** respectively.

5.6.7 Septic Tanks/Lift Stations/Grease Traps

Septic tanks and grease traps shall be abandoned or removed, as directed by the **Department’s Project Manager (or his/her designee)** in writing. Pump-outs shall be performed as necessary. If a pump-out is necessary, it must be performed by a licensed septic tank service.

Lift stations shall be removed.

Any plumbing or electrical fees necessary to accomplish the authorized work shall be considered under **Section 3.17, Hourly Rates** of this **Exhibit “A”, Scope of Services**.

If the tank is to be abandoned in place, the **CONTRACTOR** is to crush the top and walls and break a hole in the bottom sufficient so that water shall not accumulate in the abandoned tank.

Fill shall be used and compacted as required by **Exhibit “A”, Scope of Services** as required by the **Department’s Project Manager (or his/her designee)** in writing.

5.6.8 Fencing/Guardrail/Walls

When authorized by the **Department’s Project Manager (or his/her designee)** in writing, the **CONTRACTOR** shall remove all fencing, guardrail, or masonry walls including any in-ground or above-ground supports and all other materials associated with the fencing or guardrail.

5.6.9 Wells

If the **Department’s Project Manager (or his/her designee)** so authorizes in writing, wells shall be cut and capped, and grouted with Portland cement to a minimum depth of five (5) feet or more, if so specified.

If the **Department’s Project Manager (or his/her designee)** authorizes in writing the abandonment of wells, they shall be filled as required by **Exhibit “A”, Scope of Services**.

Any plumbing or electrical fees necessary to accomplish the authorized work shall be considered under **Section 3.17, Hourly Rates** of this **Exhibit “A”, Scope of Services**.

5.6.10 Irrigation Systems

Removal of irrigation systems may include those used for either commercial or residential purposes, which are located below or above ground and include removal of piping.

Any plumbing or electrical fees necessary to accomplish the authorized work shall be considered under **Section 3.17, Hourly Rates** of this **Exhibit "A", Scope of Services**.

5.6.11 Hydraulic Lifts

The **CONTRACTOR** shall remove all hydraulic lifts, including expansion tanks and dispose of fluids in compliance with local regulations, when authorized by the **Department's Project Manager (or his/her designee)** in writing.

Any plumbing or electrical fees necessary to accomplish the authorized work shall be considered under **Section 3.17 Hourly Rates** of this **Exhibit "A", Scope of Services**.

5.6.12 Debris Removal

When authorized by the **Department's Project Manager (or his/her designee)** in writing, the **CONTRACTOR** shall remove any miscellaneous materials that may be detached from, but are currently present on the property. This includes, but is not limited to rubbish, vegetation, masonry, wood, and metal. This does not include tires or hazardous materials.

5.6.13 Fill Material

The **CONTRACTOR** shall fill all holes or cavities with clean fill and compact the new fill to the existing grade so as to leave the premises in a clean, safe and a sanitary condition. Area shall be scraped to provide a uniform grade throughout.

5.6.14 Tire and Vehicle Removal

When authorized by the **Department's Project Manager (or his/her designee)** in writing, the **CONTRACTOR** shall remove and dispose of any tires or vehicles which are present on the property. **CONTRACTOR** shall dispose of tires and vehicles at a proper waste facility and submit waste disposal receipts with invoices prior to approval for payment of services.

5.6.15 Wet Demolition

Some structures under this contract shall contain Category I non-friable asbestos containing materials (ACM), which include asbestos-containing resilient floor covering and asphalt roofing products containing more than one percent (1%) asbestos, as determined by using polarized light microscopy, that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure (40 CFR, Part 61, Subpart M. NESHAP {National Emissions Standard for Hazardous Air Pollutants}). Sometimes, another type of ACM is left in a structure for demolition. These structures must be demolished using the wet demolition method, and **no material may be salvaged** from these demolitions.

5.6.15.1 The location and type of ACM shall be identified in the asbestos survey report, which shall be provided to the **CONTRACTOR**. The **CONTRACTOR** shall

keep the ACM adequately wet at all times during the demolition, and the resulting waste must also be kept adequately wet during handling and transport to a disposal site. "Adequately wet" means sufficiently wetted to prevent any visible emissions, such as dust, from the structure during and after the demolition.

- 5.6.15.2 The **CONTRACTOR** shall be responsible for providing an adequate water supply for all wet demolitions.
- 5.6.15.3 Where city/county water is available, the use of fire hydrants must be arranged by the **CONTRACTOR** with the city or county. **A fire hose and spray nozzle or high volume water hose must be used to adequately wet materials during wet demolitions.**
- 5.6.15.4 Debris resulting from a wet demolition does not have to be sealed in leak-tight containers or wrapped, but may be transported and disposed of in bulk as construction debris. **Local landfill policies need to be determined by the CONTRACTOR prior to conducting a wet demolition to ensure that a landfill is available that shall accept the debris as construction debris.** All other demolition debris shall be disposed of at appropriate landfill facilities.
- 5.6.15.5 The **CONTRACTOR** shall be responsible for completing the asbestos disposal form. Proper disposal of all construction debris, including ACM, shall be the responsibility of the **CONTRACTOR**, and compliance with all applicable Occupational Safety and Health Administration (OSHA) requirements (29 CFR, Part 1910.1001) is required.

5.7 Building Cut-Offs and Re-Face

Some structures under this contract may require partial removal. The **CONTRACTOR** will be responsible for supporting the remaining portion of the structure in a safe, secure, and workmanship-like manner in accordance with the South Florida Building Code; local, state, and federal standards; and all applicable building standards required to obtain all necessary permits to complete the cut-off and re-face as defined under the authorization issued by the **Department's Project Manager (or his/her designee)**.

The opening caused by the cut-off must be secured with like material or other material required by the South Florida Building Code and the local municipality. It is the **Contractor's** responsibility to provide the necessary documentation to obtain any and all permits from the appropriate agencies. Further, the **CONTRACTOR** shall work with the **Department's Project Manager (or his/her designee)** and an architect named by the **DEPARTMENT** to develop, submit, and make any necessary revisions to the plans that are to be accepted by the appropriate municipality. Engineering plans for this purpose will be addressed in **Section 5.7.3, Engineering Plans** of this **Exhibit "A", Scope of Services**.

Building Cut-offs and Re-faces shall be priced based on the rates set forth in **Exhibit "C", Bid Blank** (as applicable). This price is to include all necessary materials, equipment, and trade labor to complete the task. Specialty contracts may be needed when performing a building cut-off (and re-face). If necessary, these contracts may be utilized at the hourly rate specified in **Section 5.0, Building Cut-Offs and Reface** of **Exhibit "C", Bid Blank**. The unit amounts shall be determined by the square footage of the portion of the building to be demolished/ removed and reconstructed.

5.7.1 Residential Structures

Definitions for the different types of Residential Structures are addressed in **Section 5.1, Residential Structures** in this **Exhibit “A”, Scope of Services**.

5.7.2 Commercial/Industrial Structures

Definitions for the different types of Commercial/Industrial Structures are addressed in **Section 5.4, Commercial/Industrial Structures** in this **Exhibit “A”, Scope of Services**.

5.7.3 Engineering Plans

The **CONTRACTOR** shall be responsible for obtaining all necessary plans for required permitting. In addition, the **CONTRACTOR** will coordinate with the **Department’s Project Manager (or his/her designee)** and the Engineer in submitting these plans to the appropriate municipality or county for approval.

6.0 WORK SUPERVISION AND SUPERVISOR REQUIREMENTS

6.1 Qualified Supervisor

The **CONTRACTOR** shall have a qualified, responsible Supervisor for all locations where the Contractual Services are being performed/provided.

6.1.1 All services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement** must be performed by or under the direction of a person qualified or licensed as specified in this **Contract/Agreement** and any other local, state and federal laws, regulations and guidelines that apply to the type of services being performed.

6.1.2 The **Contractor’s Project Manager** shall be responsible for notifying the **DEPARTMENT** and/or the **Department’s Project Manager (or his/her designee)** of any and all emergencies and problems.

6.1.3 The **Contractor’s** work shall be performed and/or directed by the personnel identified by the **CONTRACTOR** in their Bid submitted to the **DEPARTMENT**.

6.1.4 The **Contractor’s Project Manager** shall be available to meet with the **Department’s Project Manager (or his/her designee)** at a mutually convenient time for both parties during regular “business hours” to discuss work requirements prior to the **CONTRACTOR** assuming the responsibilities of this **Contract/Agreement**.

6.1.5 If during the term of this **Contract/Agreement**, a new Project Manager is to be employed by the **CONTRACTOR** to meet the provisions of the **Contractor’s Project Manager** the individual shall be available to meet with the **Department’s Project Manager (or his/her designee)** at a mutually convenient time for both parties during regular “business hours” to discuss work requirements prior to the Contractor’s new Supervisor/Project Manager assuming the responsibilities of this **Contract/Agreement**. This time spent shall not be billable to the **DEPARTMENT**.

7.0 LICENSE AND INSURANCE QUALIFICATIONS

7.1 The Contractor must meet the minimum qualifications/requirements as follows:

7.1.1 Contractor must designate a “competent person” having the qualifications and authorities for ensuring worker safety and health required by Subpart C. General Safety and Health Provisions for Construction (29 CFR 1926.20 through 1926.32).

7.1.2 Contractor must designate a “competent person” that in addition to the definition in 29 CFR, Part 1926.32(f) is capable of identifying existing asbestos hazards in the workplace and

selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR, Part 1926.32(f).

- 7.1.3 Contractor must designate a “competent person” that in addition for Class I and Class II work is specially trained in a training course which meets the criteria of EPA’s model accreditation plan (40 CFR, Part 763) for supervisor or its equivalent.
- 7.1.4 The **CONTRACTOR** shall carry and keep in force during the period for the **Contract/ Agreement** and any subsequent renewals a current general liability insurance policy(ies) with a company or companies authorized to do business in the State of Florida, affording public liability insurance with combined bodily injury limits of at least **two hundred thousand (\$200,000.00)** per person and **three hundred thousand (\$300,000.00)** each occurrence, and property damage insurance of a least **three hundred thousand (\$300,000.00)** each occurrence.
- 7.1.5 The **CONTRACTOR** shall provide the **DEPARTMENT** with a current Certificate of Workman’s Compensation Insurance during the period of the **Contract/Agreement** and subsequent renewals, if any. A certificate from an eligible underwriter indicating proof of coverage shall be submitted with each bid to ensure required coverage.
- 7.1.6 All records, insurance and licenses must be current and will be kept on file for the duration of this **Contract/Agreement**, and will be provided within twenty four (24) hours upon request by the **DEPARTMENT and/or the Department’s Project Manager (or his/her designee)**.
- 7.1.7 The **Contractor** shall obtain and keep in force during the period for the **Contract/Agreement a performance bond** in the amount of **fifty thousand dollars (\$50,000)** from a surety company or bonding agent authorized to do business in the State of Florida.

8.0 **SAFETY**

- 8.1 The **CONTRACTOR** shall utilize proper safety measures to ensure the proper protection for persons and property at all times.
- 8.2 The **CONTRACTOR** is responsible for ensuring that all equipment used shall be maintained in a safe and efficient manner in accordance with all local, state and federal laws, regulations and guidelines pertaining to providing the required services.
- 8.3 All equipment used to perform the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement** and any other services that may be required must be maintained and utilized in conformance with all Occupational Safety and Health Administration (OSHA) safety standards and manufacturer’s directions. Safety equipment in accordance with OSHA safety standards shall be furnished to and used by all the **CONTRACTOR** personnel. The presence of conforming safety equipment or devices shall not relieve the **CONTRACTOR** of responsibility or liability for injury to persons or damage to property caused by the operation of any equipment.
- 8.4 The **CONTRACTOR** shall be responsible for ensuring that all its safety practices are in accordance with **OSH**
- 8.5 The **CONTRACTOR** is responsible for any injury to person(s) or damage to property (ies) that may occur in performing any of the contractual services being performed/provided by the **CONTRACTOR** under this **Contract/Agreement**.
- 8.6 At the conclusion of a workday, the **CONTRACTOR/CONTRACTOR Personnel** must leave the work area so that no safety hazard is present. The **DEPARTMENT** assumes no liability for any

equipment or personal belongings or effects left on **DEPARTMENT** property/site overnight.

- 8.7 The **CONTRACTOR** is solely responsible for the safety of all its personnel during their working hours that they are present in a **DEPARTMENT** location.
- 8.8 The **CONTRACTOR** shall be solely responsible for maintaining the safety required and providing safety equipment and procedures for the protection of employees and the public throughout the area(s) that the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**.
- 8.9 If any deficiency may cause harm to life, property or violate any rules or regulations such as, but not limited to, Americans with Disabilities Act (ADA), OSHA or otherwise contained herein, the **DEPARTMENT** may take immediate corrective action(s) as required, and the **CONTRACTOR** shall be responsible for the burden of any of these direct and any associated and/or indirect costs

9.0 **METHOD OF OPERATION**

- 9.1 The following procedures shall apply:

The **CONTRACTOR** shall abide by the following requirements to conduct the appropriate work tasks as required:

- 9.1.1 The **CONTRACTOR** is responsible for ensuring all human beings and animals are out of the structure before demolition and/or removal services commence.
 - 9.1.2 The **CONTRACTOR** shall be responsible for the collection, consolidation and removal of all debris generated by the demolition and/or removal services.
 - 9.1.3 All debris/waste/materials generated by demolition and/or removal services shall be collected and removed from the area and disposed of in a safe and efficient manner in accordance with all local, state and federal regulations.
 - 9.1.4 The **CONTRACTOR** shall be responsible for the collection, consolidation and removal of all debris/waste/materials generated by the services being performed/provided by the **CONTRACTOR** as described in this **Contract/ Agreement**.
- 9.2 All work shall be accomplished in accordance with Florida Department of Transportation (FDOT) procedures and all applicable local, state and federal regulations and requirements for the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**. If the procedural regulations referenced herein are revised or superseded before the services by the **CONTRACTOR** are rendered, compliance with the most up-to-date version and/or amendments/statutes will be required. This includes, but is not limited to:
- 9.2.1 All applicable Florida Statutes and Florida Administrative Codes (F.A.C.) and any other appropriate agency guidelines or recommendations.
 - 9.2.2 All applicable sections of the CFR (Code of Federal Regulations).
 - 9.2.3 All applicable sections of the Occupational Safety and Health Act of 1970 (OSH ACT).
 - 9.2.4 All applicable sections of Americans with Disabilities Act (ADA).
- 9.3 The **CONTRACTOR** shall demolish and/or remove from authorized parcels any real property, fixtures to real property and personal property as authorized by the **DEPARTMENT** and/or the

Department's project Manager (or his/her designee).

- 9.4 The **CONTRACTOR** shall fill all holes or cavities with clean fill and compact the new fill to the existing grade so as to leave the premises in a clean, safe and a sanitary condition. Area shall be scraped to provide a uniform grade throughout.
- 9.5 The **CONTRACTOR** shall notify the **Department's Project Manager (or his/her designee)** at least one (1) day before removing equipment off site and/or demobilizing prior to final inspection by the **Department's Project Manager(or his/her designee)**.
- 9.6 The **CONTRACTOR** shall furnish all labor, services, materials, equipment, machinery, tools, apparatus, expertise, means of transportation, travel, supplies, incidentals, supervision, notifications and any other items required to perform the services as specified in this **Contract/Agreement**. This shall include giving all the required notices to all local, state and federal agencies and the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**.
- 9.7 The **CONTRACTOR** shall have a fleet of equipment of a sufficient size to support this **Contract/Agreement**. Required equipment downtime for maintenance and/or repairs should not prevent the **CONTRACTOR** from satisfying all of the terms of this **Contract/ Agreement**.
- 9.8 The **CONTRACTOR, Contractor's Personnel, Sub-Contractor(s)/Sub-Consultant(s)** shall limit all their operations, including parking of vehicles, to the area specified by the **DEPARTMENT** and/or **the Department's Project Manager (or his/her designee)**. There shall be no parking at anytime in the handicapped parking spaces without the required permit. Parking is not allowed on any grassy areas. The **CONTRACTOR** shall be responsible for notifying their personnel of these regulations.
- 9.9 The **CONTRACTOR** shall be responsible for the safe and efficient service as requested by the Florida Department of Transportation (FDOT).

10.0 PERMITS

The **CONTRACTOR** shall, at their expense obtain all required permits from the city, county, local, state, federal or other public authorities needed to perform all authorized services.

11.0 RELOCATIONS

The **CONTRACTOR** shall inform and notify the **DEPARTMENT**, in writing, of the proposed site for relocation of any structure or other improvement covered by this **Contract/Agreement**. The **DEPARTMENT** shall have the unqualified right to approve or reject the proposed site for relocation should it be within area of a proposed right-of-way or a planned or contemplated highway, or improvement of the **DEPARTMENT**. Further, the **CONTRACTOR** shall not place or relocate any such improvements in a location so rejected by the **DEPARTMENT** upon written notice of the rejection and may not proceed with the relocation until and unless written approval has been received from the **DEPARTMENT**.

12.0 MAINTENANCE OF TRAFFIC

The responsibility for installation and maintenance of adequate traffic control devices, warning devices and barriers for the protection of the traveling public and workers, as well as to safeguard the work area in general, shall rest with the **CONTRACTOR**. The traffic control devices, warning devices and barriers shall be erected by the **CONTRACTOR** prior to the creation of any hazardous condition and in conjunction with any necessary re-routing of traffic. The **CONTRACTOR** shall immediately remove, turn or cover any devices or barriers which do not apply to existing conditions.

- 12.1 Traffic control devices, warning devices, and barriers shall be kept in the correct position, properly directed, clearly visible and clean, at all times. Damaged, defaced, or dirty devices or barriers shall

immediately be repaired, replaced or cleaned by the **CONTRACTOR**.

12.2 The **CONTRACTOR** shall provide trained, **DEPARTMENT** certified flaggers to direct traffic where one-way operation in a single lane is in effect and in other situations where the **DEPARTMENT** deems applicable.

12.3 The **CONTRACTOR** shall conduct his/her operations in such a manner that no undue hazard shall result due to the requirements of this section, and the language in this section shall in no way act as a waiver of any of the terms of liability of the **CONTRACTOR** or his/her surety.

13.0 RESPECTING THE PROPERTY OF AN ABUTTING OWNER

The **CONTRACTOR** and all their **Sub-Contractor(s)/Sub-Consultant(s)** shall respect the property of the abutting owner.

14.0 LOCATION OF UNDERGROUND UTILITIES

The **CONTRACTOR** shall respect the underground utilities.

14.1 The **CONTRACTOR** shall contact the **Sunshine State One Call of Florida at 811 or (800) 432-4770** for staking of the location and depth of any utilities which may be located in the area of the right-of-way parcel.

15.0 CONTRACTOR'S PERSONNEL REQUIREMENT

The **CONTRACTOR** shall be responsible for providing qualified, reliable, properly trained personnel who are to perform the services as specified in the **Exhibit "A". Scope of Services** and accept the responsibilities and duties of this **Contract/Agreement** for a period of **thirty-six (36) months**, beginning on the date noted in the Notice of Award, and shall conform to and abide by the specifications stated herein.

15.1 The **CONTRACTOR** will be responsible for supplying as many personnel as needed to meet the requirements of this **Contract/Agreement**.

15.2 The **CONTRACTOR** will continuously monitor personnel performance as part of its own management activity.

15.3 The **CONTRACTOR** shall provide the **DEPARTMENT** with a Project Manager for the life of the **Contract/Agreement**. Any changes to the **Contractor's Project Manager** or any of the other indicated personnel in charge of the work shall be subject to review and approval by the **DEPARTMENT** in writing before performing any billable services.

16.0 CONTRACTOR'S WARRANTY

The **CONTRACTOR** warrants to the **DEPARTMENT** that all services, and work materials furnished under this **Contract/Agreement** shall be free from defects in material and/or workmanship upon delivery, and shall be performed in a competent, good workmanlike manner and in accordance with good trade practices and local, state and federal codes.

16.1 The **CONTRACTOR** guarantees that upon completion of the services required by this **Contract/Agreement** the work areas shall be left in a clean, sanitary and safe condition.

16.2 The **CONTRACTOR** agrees that satisfactory completion of each job assignment will be performed and approved by the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** before the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** approve and process the **Contractor's** invoices for payment.

16.3 If any failure to meet the foregoing warrant occurs, the **CONTRACTOR** will, upon written notification, take corrective action. The **Department's Project Manager (or his/her designee)** shall have the right to determine which course of corrective action should be taken. The **DEPARTMENT** will not be responsible for any compensation until the work has been completed to the **Department's** satisfaction.

17.0 **SUB-CONTRACTOR(S)/SUB-CONSULTANT(S)**

The **CONTRACTOR** may employ a qualified **Sub-Contractor(s)/Sub-Consultant(s)**, not otherwise named in the **Contract/Agreement** that is necessary to the completion of the tasks outlined herein.

17.1 All **Sub-Contractor(s)/Sub-Consultant(s)** whether it is an individual or a firm must be approved and qualified by the **DEPARTMENT** prior to the initiation of any work.

17.2 The **CONTRACTOR** shall provide the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** with copies of the names and addresses for all **Sub-Contractor(s)/Sub-Consultant(s)** or employees who shall be performing the work as required.

17.3 The **CONTRACTOR** shall be fully responsible for the satisfactory completion of all subcontracted work.

17.4 The **CONTRACTOR** will be responsible for the management, scheduling, and administration of all **Sub-Contractor(s)/Sub-Consultant(s)**, including invoice processing and payment of the **Sub-Contractor(s)/Sub-Consultant(s)**.

18.0 **PRE-WORK CONFERENCE**

The **CONTRACTOR** shall be required to submit the following items to the **DEPARTMENT**, at the pre-work conference:

18.1 The name of the **Contractor's Project Manager(s)/ Supervisor(s)** assigned to this **Contract/Agreement**, along with their work telephone number(s) and cellular phone number(s).

18.2 The **DEPARTMENT** shall be advised at all times as to the identification and means of contacting the **Contractor's Project Manager(s)/ Supervisor(s)** during the term of this **Contract/Agreement**.

18.3 Cellular number(s) for all personnel responsible for responding to the needs of the **DEPARTMENT** in accordance with the contractual services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**.

18.4 The **CONTRACTOR** shall be stationed locally to work directly with the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** during the term of this **Contract/Agreement**.

18.5 The **CONTRACTOR** by acceptance of this **Contract/Agreement** hereby guarantees that they shall comply with all scheduled times and requirements as specified in this **Contract/Agreement** and any subsequent additions.

19.0 **NOTIFICATIONS**

All notifications, including any changes to personnel, shall be in writing and signed by the **CONTRACTOR**. A copy of all required notifications sent shall be provided by e-mail and proof of proper delivery must be submitted to the **Department's Project Manager (or his/her designee)** within five (5) business days of such delivery for review and ensuring proper notification.

19.1 Emergency Notifications

The **CONTRACTOR** or their employees or **Sub-Contractor(s)/Sub-Consultant(s)** shall immediately report any disorder or emergency to the **Department's Project Manager (or his/her designee)** that occurred while providing services to the **DEPARTMENT**. The **CONTRACTOR** shall be responsible for any and all damages caused by its employees, as per **Section 19.3** in this **Exhibit "A", Scope of Services**.

19.2 Damages and Department Notification

The **Contractor's Project Manager(s)/Supervisor(s)** shall immediately report any disorder, breakage or emergency to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** which occurred while the contractual services were being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**.

The **CONTRACTOR** shall be responsible for any and all damages caused by its employees. Examples of damages caused may include, but are not limited to:

- Sidewalks
- Drainage Structures (Inlets/Headwalls)
- Fencing
- Sod
- Light Poles
- Curb and Gutters
- Other Department owned property

19.2.1 In the event that it is proven that the **CONTRACTOR** was a fault for any missing, defaced or destroyed **DEPARTMENT** property due to neglect or non-observance of responsibility and/or procedure, the **CONTRACTOR** shall be held liable and accept the responsibility for the replacement/repair of said **DEPARTMENT** property.

19.3 National Emissions Standards for Hazardous Air Pollutants Notice

The National Emissions Standards for Hazardous Air Pollutants (NESHAP) notice must be filed with Florida Department of Environmental Protection (DEP) at least ten (10) working days as defined by NESHAP prior to the actual start date. Work must begin on the date specified in the notice. Commencement of work is defined for the purposes of this **Contract/ Agreement** as the physical demolition.

19.3.1 A NESHAP notification by facsimile must be given to the Florida Department of Environmental Protection (DEP) and the local Department of Regulatory Economic Resources (RER) no less than ten (10) working days prior to commencing demolition of any structure or part of any structure. The **CONTRACTOR** must commence demolition activities in accordance with the start date indicated on the NESHAP notification. This notification shall be coordinated between the **CONTRACTOR** and the **Department's Project Manager (or his/her designee)**. Work is not to begin before the **DEPARTMENT** receives a copy of the filed ten (10) day NESHAP notification.

There are certain circumstances which will be determined by the **DEPARTMENT**, where the demolition will begin before the ten (10) day grace period. In these circumstances proper documentation shall be submitted by the **CONTRACTOR** to the appropriate agencies, who will notify the **CONTRACTOR** by facsimile to begin demolition activities.

20.0 CONTRACT ADMINISTRATION

20.1 Reviews

Throughout the term of the **Contract/Agreement**, the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** may conduct reviews of the work performed by the **CONTRACTOR** to verify that the project control and management procedures are assuring project performance with reasonable conformity with **DEPARTMENT** policies, specifications, and **Contract/Agreement** provisions. The **CONTRACTOR** will assist the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** in these reviews.

20.2 Correction of Deficiencies

When deficiencies are indicated in a review, the **CONTRACTOR** will immediately implement remedial action to eliminate the deficiencies. Remedial actions may include further training of the **Contractor's** personnel (in scope and/or frequency), subdivision of staff responsibilities, addition of staff, or replacement of personnel whose performance is considered inadequate.

20.3 Non-Compliance

20.3.1 Failure to resolve any discrepancies within a reasonable time frame may result in **CONTRACTOR** placement in non-compliance status as described in Section **8-9 Default and Termination of Contract** of the latest edition of the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

20.3.2 Failure by the **CONTRACTOR** to comply with safety requirements accordance with Occupational Safety and Health Act of 1970 (OSH), those identified by the **Department's Project Manager (or his/her designee)** and those stated in **Exhibit "A", Scope of Services** and those that may later be added, shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or contract termination.

20.3.3 The parties recognize that timely performance by the **CONTRACTOR** is of the essence. Should the **CONTRACTOR** fail to perform the work specified in this **Exhibit "A", Scope of Services** and cause the **DEPARTMENT** to intervene complete the work as specified, all costs incurred by the **DEPARTMENT** shall be charged to the **CONTRACTOR** and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or contract termination.

20.3.4 If the **DEPARTMENT** determines that the performance of the **CONTRACTOR is not** satisfactory, the **DEPARTMENT** may terminate this contract as described in **Section 8-9 Default and Termination of Contract** of the latest edition of the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction (SSRBC).

20.3.5 In the event of default by the **CONTRACTOR**, the **Contractor's** bonding company shall immediately assume responsibility for the Demolition and/or Removal services and shall provide supplies and labor as specified in the **Contract/Agreement** as quickly as possible. If the **DEPARTMENT** must provide supplies or services during this period, all costs incurred by the **DEPARTMENT** shall be charged to the **CONTRACTOR** or his bonding company.

20.3.6 In either event, intervention or default, all payment to the **CONTRACTOR** shall stop during the time involved and the **DEPARTMENT** shall hold all payment due to the **CONTRACTOR** until cost to the **DEPARTMENT** is satisfied. The **DEPARTMENT** reserves the right to deduct such costs from any payment due to the **CONTRACTOR**.

20.3.7 If the **CONTRACTOR** fails to comply with the provisions of this Section 4.0 Contractor Responsibilities of this **Exhibit "A", Scope of Services** the **DEPARTMENT** and it is not immediately corrected shall construe that the **CONTRACTOR** is in non-compliance and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or contract/agreement termination.

20.4 Project Records

The **CONTRACTOR** shall maintain complete and accurate project records, in hard copy of all activities and any other events relating to the **Contract/Agreement**.

20.5 Documentation of Uncompleted Work

The **CONTRACTOR** shall document any uncompleted work and provide copies to the **Department's Project Manager (or his/her designee)** within one (1) business day that the work was supposed to be completed.

20.6 Additional Work

20.6.1 The **CONTRACTOR** shall work closely with the **Department's Project Manager (or his designee)** in developing services for any additional work.

20.6.2 Any excess exceeding the total contract amount shall require a supplemental agreement supplied by the **DEPARTMENT** and signed by both parties prior to the work being performed. Supplemental agreements may extend the contract price beyond the original contract limit if approved by the **DEPARTMENT**.

20.6.4 In the event that the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** request additional work not covered under this **Contract/Agreement**, a Supplemental or Amended Agreement signed by both the **CONTRACTOR** and the **DEPARTMENT** shall be executed and a **Letter of Authorization** issued prior to any additional work being undertaken.

20.6.5 The **CONTRACTOR** shall work closely with the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** in developing services for any additional work. The original **Contract/Agreement** may be amended to include any additional services required within the intent of the original **Contract/Agreement**.

20.6.6 Before making any additions or deletion to the work described in this **Contract/Agreement**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Agreement covering such work and compensation. Reference herein to this **Contract/Agreement** shall be considered to include any Supplemental Agreement(s).

20.6.7 The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** may authorize any unforeseen work which is essential to the satisfactory completion of the completion within the intent of the original scope of work. No unforeseen work shall be performed by the **CONTRACTOR** without prior authorization.

21.0 SUSPENSION OF WORK

- 21.1 The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** may suspend the services being performed/provided by the **CONTRACTOR** as described in this **Contract/Agreement**, wholly or in part, for such period or periods as may be deemed necessary due to natural causes, or construction in areas or for any other reason deemed necessary by the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)**
- 21.2 Work shall also be suspended at the discretion of the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** at such time that the **CONTRACTOR** fails to comply with any or all provisions in this **Contract/Agreement**.
- 21.3 The **CONTRACTOR** shall not be entitled to extra compensation or adjustments to the **Contract/Agreement** unit prices because of suspension or deletion of work caused by the condition described in this section. Suspension of Work shall be ordered by the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** in writing, giving the reason for the suspension. The monthly invoice payments shall be adjusted accordingly.

22.0 **DEPARTMENT RESPONSIBILITIES**

- 22.1 The **DEPARTMENT** shall provide a **Project Manager (or his/her designee)** who shall administer the terms of the Contract.
- 22.2 The **DEPARTMENT** shall provide a Project Manager (or his/her designee) to provide communication between the **CONTRACTOR** and the **DEPARTMENT**.
- 22.3 The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** shall provide specifications for services to be provided (if applicable) prior to such time as a notice to commence is delivered to the **CONTRACTOR**.
- 22.4 The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** shall administer this **Contract/Agreement** to assure the **CONTRACTOR** is complying with the work described in this **Contract/Agreement**.
- 22.5 The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** will be responsible for enforcing the terms of the **Contract/Agreement**.
- 22.6 The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** will provide the **CONTRACTOR** with written correspondence at random intervals indicating any deficiencies in performance (if applicable).
- 22.7 The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** shall familiarize the **Contractor's** personnel with the **Department's** safety practices and regulations in effect at the work location.

23.0 **INSPECTIONS**

- 23.1 The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** may make a performance inspection at any time.
- 23.2 The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)**, at its' discretion, may perform inspections with the **CONTRACTOR** and/or random inspections to evaluate the **Contractor's** work for correctness and quality.
- 23.3 Should these **DEPARTMENT** inspections find any discrepancies the **CONTRACTOR** shall have twenty-four (24) hours to resolve them. Failure to resolve these discrepancies within this time frame may result in **CONTRACTOR** placement in non-compliance status as described in **the Non-**

Compliance sections of this Contract/Agreement and the Florida Department of Transportation Contractual Services Standard Agreement.

- 23.4** For any services as specified in this **Contract/Agreement** the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** shall inspect the work performed by the **CONTRACTOR** and shall approve the work by preparing a Work Document for signing by the **Contractor's** personnel and the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)**. The signed Work Document shall accompany the **Contractor's** invoice for the work performed.
- 23.5** The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** may perform periodic inspections on the **Contractor's** safety throughout the work area. However, maintaining the safety and required throughout the work zone shall be the sole responsibility of the **CONTRACTOR**, and in no way relieve him/her of final responsibility for providing safety equipment and procedures for the protection of employees and the public throughout the work areas.
- 23.6** The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** shall have the right to visit the site/area/ **Department's** location where the services are being performed/provided by the **CONTRACTOR** for inspection of the work of the **CONTRACTOR** at any time.

24.0 **PROPERTY OF THE DEPARTMENT**

- 24.1** All work performed by the **CONTRACTOR** pursuant to this **Contract/Agreement**, including, but not limited to the preparation of all tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this **Contract/Agreement**, as well as all data collected, together with summaries and charts derived there from, shall be considered works made for hire and shall become the property of the **DEPARTMENT** upon completion or termination without restriction or limitation on their use and shall be made available, upon request, to the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** at any time during the performance of such services and/or upon completion or termination of this **Contract/Agreement**. Upon delivery to the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** of said document(s), the **DEPARTMENT** shall become the custodian thereof in accordance with **Chapter 119.021, Florida Statutes**. The **CONTRACTOR** shall not copyright any material and products or patent any invention developed under this **Contract/Agreement**.
- 24.2** The **CONTRACTOR** guarantees that upon termination of any personnel under this **Contract/Agreement** that they shall bear the responsibility of immediately returning all **DEPARTMENT** property (if applicable) to the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)**. In the event that the **CONTRACTOR** is unable to return the said items they shall notify the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** and bears any costs associated with ensuring the security of the **DEPARTMENT**.

25.0 **CONTRACTOR'S AGREEMENT**

Upon execution of this **Contract/Agreement** the **CONTRACTOR** agrees to the following terms and conditions:

- 25.1** The **CONTRACTOR** agrees that they shall provide the services for the periods required under this **Contract/Agreement**.
- 25.2** The **CONTRACTOR** agrees that they shall provide payment to all personnel/**Sub-Contractor(s)/Sub-Consultant(s)** performing the services required under this **Contract/Agreement**.
- 25.3** The **CONTRACTOR** agrees that they are an independent **CONTRACTOR** with respect to the services being provided under this **Contract/Agreement** and shall be responsible for providing any

salary or other benefits to the **Employees/Sub-Contractor(s)/Sub-Consultant(s)** performing the services required under this **Contract/Agreement**.

- 25.4** The **CONTRACTOR** agrees that they shall be responsible for making all appropriate tax, social security, Medicare and other withholding deductions and payments required of Employers by this **Contract/Agreement** and any other local, state and federal laws, regulations and guidelines that apply to the type of services being performed.
- 25.5** The **CONTRACTOR** agrees that they will provide worker's compensation insurance coverage for its contract employees and will make all appropriate unemployment tax payments and shall provide general liability insurance for the duration of this **Contract/Agreement**.
- 25.6** The **CONTRACTOR** shall not bill the **DEPARTMENT** more than the rate established in the **Exhibit "C" Price Proposal** for the type of services being performed.
- 25.7** That this employer is an equal opportunity employer and refers Contract Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law.
- 25.8** The **CONTRACTOR** understands that the **DEPARTMENT** will not compensate the **CONTRACTOR** for the cost of any and all licenses, permits, registrations and inspections, etc. required for this project's proposal and performance.
- 25.9** The **CONTRACTOR** understands that this **Contract/Agreement** shall be subject to the terms and conditions of MyFloridaMarketPlace, a statewide eProcurement System ("System"), and that pursuant to **Section 287.057, Florida Statutes (2013)**.
- 25.10** The **CONTRACTOR** agrees to comply with all laws, ordinances, regulations and code requirements applicable to the work contemplated herein.
- 25.11** The **CONTRACTOR** agrees that any damages, penalties, and/or fines imposed on the **DEPARTMENT** or the **CONTRACTOR** for failure to obtain any and all required licenses and/or permits shall be borne by the **CONTRACTOR**.
- 25.12** That the **CONTRACTOR** has thoroughly read understands and agrees to all the terms and conditions of this **Contract/Agreement**.