



**City of Memphis**

**REQUEST FOR QUALIFICATIONS  
FOR DEMOLITION SERVICES**

**Request for Qualifications #3003**

**Prepared By: Community Enhancement  
Closing Date for RFQ: [9/11/09](#)  
RFQ Accepted at Attn: Purchasing Agent  
Demolition Services/RFQ  
125 North Main Street, Suite 354  
Memphis, TN. 38103  
E-Mail Inquires: [clarence.coleman@memphistn.gov](mailto:clarence.coleman@memphistn.gov)**

**The City of Memphis**  
**Division of Community Enhancement**  
**Request for Qualifications**  
**For Demolition Services**

**Qualification Submittals Due by 2:00 P.M. on Friday, September 11, 2009**

**Summary of Request**

The City of Memphis, through its Division of Community Enhancement, is seeking qualified demolition contractors to carry out demolitions of single family residential properties as needed by the City, including emergency demolitions where necessary. The City intends to select between 15 to 20 contractors and enter into one year contractual agreements with the selected contractors who will provide demolition services for the City of Memphis. The City of Memphis may extend the contract for an additional two years based upon need and funding availability.

The City will set the compensation rate for the demolition based upon the square footage of the properties to be demolished and the selected contractors will be paid according to the rate set. Each selected contractor will be used to demolish homes based upon a rotational system. The City will not guarantee a minimum number of demolitions during the term of the contract but it is expected that over 1,000 properties will be demolished per year.

Only Contractors who meet the program qualifications will be considered for the proposed funded projects. Contractors must comply with all state, county and city policies pertinent to the CIP funds including the State of Tennessee Contractor's License, Memphis/Shelby County Business License and other certifications necessary for demolition.

The City of Memphis reserves the right to reject any and all submittals, and to accept any submittals which it deems most favorable to the City. Submittals of qualifications will be evaluated based on qualifications, experience, references, and other factors deemed important to the City of Memphis.

**To be considered, please complete and submit the enclosed form to the City by 2:00 P.M. on September 11, 2009.**

**Contract Terms and Conditions**  
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## **REQUEST FOR QUALIFICATIONS TERMS**

The City of Memphis seeks responses from qualified, demolition contractors who have the expertise to provide demolition services for single family dwellings in accordance with this solicitation document. This is a Request for Qualifications that may be modified by the City in the selection process.

**THE CITY OF MEMPHIS ENCOURAGES THE PARTICIPATION OF SMALL AND MINORITY BUSINESSES IN THE PURCHASING PROCESS.**

The City of Memphis is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicap status in employment or in the provision of services.

This procurement may be subject to the requirements of Ordinance No. 5114 which establishes a local preference for local businesses located within the City of Memphis. A copy of your Memphis and Shelby County Tennessee Business Tax Receipt must accompany the bid for consideration of this ordinance.

The contract may be subject to the requirements of Ordinance No. 5185, as amended, which establishes a minimum wage for employees of businesses receiving a service or service-related contract from the City of Memphis.

Any protest of award must be filed in writing with the Purchasing Agent within five (5) calendar days of the award announcement at the following address: City of Memphis Purchasing Agent; 125 North Main, Room 354; Memphis, Tennessee 38103.

Only responses submitted on this form(s) with no changes, additions or deletions to the terms and conditions will be considered. Bids containing terms and conditions other than those contained herein may be considered nonconforming.

No objections with regard to the application, meaning, or interpretation of the specifications will be considered after the opening of the subject responses. If there are questions or concerns regarding any part of plans, terms, specifications or other proposed documents, a written request for interpretation thereof may be submitted to the City Purchasing Agent prior to the deadline date. The organization submitting the request shall be responsible for the prompt delivery of the request. Any interpretation in response to the written request will be made only by addendum duly issued by the City. The City of Memphis will not be responsible for any other explanation or interpretation of the proposed documents.

All responses must be signed by an authorized representative of your organization. Unsigned responses will be considered nonconforming.

Any contract resulting from the responses received in response to this solicitation shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and

enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee without regard to conflicts of laws principles.

By order of the Mayor of the City of Memphis, Tennessee.

**MYRON LOWERY**  
**MAYOR PRO TEM**

Jerome Smith, City Purchasing Agent

Published in the Daily News: August 25, 26, 2009

## INSTRUCTIONS TO RESPONDENTS

Respondents shall submit their responses in a sealed envelope INDICATING ON THE OUTSIDE: THE COMPANY NAME and THE REQUEST FOR QUALIFICATION NUMBER. Responses submitted and accepted by the City become the property of the City of Memphis and will not be returned. **The City has the right to reject any or all responses.**

Respondents must comply with all applicable licensing requirements. Pursuant to the City of Memphis Charter, Article 71, Section 777 et seq., it is unlawful to operate a business within the limits of the city of Memphis without possessing a Memphis and Shelby County business license, excepting non-profit organizations that qualify as tax exempt under Sec. 501(c)(3) of the Internal Revenue Code. Upon award notification and prior to the City entering into a contract with the vendor, the successful vendor, whose principal business address is located within the limits of the city of Memphis, will be required to submit, along with the required insurance and other required documentation, a copy of (1) the tax-exempt ruling or determination letter from the Internal Revenue Services; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

The City of Memphis reserves the right to cancel this solicitation or to reject, in whole or in part, any and all responses. Any firm receiving a mailed solicitation on the above subject and not bidding will be electronically removed from the City's mailing list used for the above-referenced subject after 3 consecutive non-responses or no bids.

For additional information concerning this solicitation, please contact:  
CLARENCE COLEMAN at 901-576-7448

### **REQUEST FOR QUALIFICATIONS TERMS AND CONDITIONS**

All **inquiries** regarding this solicitation shall be forwarded to:

City of Memphis  
Division of Community Enhancement  
125 North Main, Room 262  
Memphis, Tennessee 38103  
Attn: Clarence Coleman, Condemnation Coordinator  
Fax: 901-576-7334 ; Email Address: clarence.coleman@ memphistn.gov

### **Response Submission**

To be considered for selection, one (1) original and three (3) copies of the complete response shall be delivered before **September 11, 2009** at **2:00 P.M.**, Central Standard Time (CST) to:

Office of the City of Memphis  
Purchasing Agent  
Room 354, City Hall  
125 North Main  
Memphis, TN 38103

**LATE RESPONSES WILL BE CONSIDERED NON-CONFORMING AND WILL NOT BE CONSIDERED IN THE EVALUATION PROCESS.**

The response must set forth accurate and complete information as required in this solicitation. Incomplete responses will not be considered for selection if the omission(s) are determined, in the City's sole discretion, to be significant. Unclear and/or inaccurate documentation may not be considered for a contract award. Falsification of any information may result in disqualification.

**RFQ Inquiries**

Offerors shall submit all questions or concerns related to this RFQ by fax or by e-mail to the address as specified above. No oral requests for clarification or information will be accepted.

The Offeror shall identify all e-mail inquiries in the subject line as "RFQ Inquiry" and shall submit questions no later than **August 28, 2009**. To ensure the fair and consistent distribution of information, all questions will be answered by a Question-and-Answer (Q&A) document, which will be posted on the City's website ([www.memphistn.gov](http://www.memphistn.gov)) or issued to all who have been issued a copy of this solicitation and have been duly recorded as having received a copy in the City's solicitation distribution log. No individual answers will be given. The only official answer or position of the City will be the one posted via the City's website or issued to all who have been issued a copy of this solicitation and have been duly recorded as having received a copy in the City's solicitation distribution log.

Any revisions to the solicitation will be made only by an addendum issued by the City, which will be posted on the City's website ([www.memphistn.gov](http://www.memphistn.gov)) or issued to all parties who have been issued a copy of this solicitation and have been duly recorded as having received a copy in the City's solicitation distribution log.

## GENERAL GUIDELINES FOR RESPONSE PREPARATION

**Response Format:** The format in which responses are to be submitted is included in this RFQ. Responses that do not conform to this format will be declared non-responsive and will not be considered for an award from the City.

**Amendments to RFQ:** The City reserves the right to re-issue or change any portion of this RFQ, in its sole discretion.

**Withdrawing RFQ:** The City reserves the right to withdraw this solicitation at any time prior to making an award based on this solicitation.

**Preparation and Presentation Costs:** The Offeror shall bear the total costs for any and all appearances and the costs associated with preparing the response or responding to the RFQ. **The City shall not, in any event, be liable for any expenses incurred by Offerors in the preparation and/or submission of the responses. Responses shall not include any such expenses as part of the proposed budget.**

**Deadline Extension:** The City reserves the right to extend the submission deadline, if such action is considered necessary by the City. In the event the deadline is extended, Offerors will have the right to retrieve and revise their responses.

**Ambiguity, Conflict, or other Errors in the RFQ:** If an Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, it shall immediately notify the City, in writing via fax or e-mail, of such error and request modification or clarification of the document. The Offeror shall include the RFQ number, page number and the applicable paragraph title. The City will issue/post any revisions to the RFQ on the City's website ([www.memphistn.gov](http://www.memphistn.gov)). The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the solicitation prior to submitting the response or any ambiguity, conflict, discrepancy, etc. shall be waived.

**Failed Competition:** The City reserves the right to reject any or all responses which are not responsive to the specifications of this Request for Qualifications (RFQ). Competitive negotiation requires that at least two responsive responses for the same scope of work and service area be received in response to the RFQ. A competition is considered failed if only one responsive response is received. If a competition has been declared failed, the City then has the option to reopen the procurement or enter into a non-competitive procurement.

**Amendments to Response:** Once a response has been submitted, the City will not accept any amendments to the response.

**Withdrawing a Response:** At any time prior to the scheduled deadline for receipt of responses, the Offeror may withdraw its response by submitting a written request from the authorized representative whose name and signature appears on the response. A written request to withdraw the response must be submitted in writing to: Office of the City of Memphis Purchasing Agent Room 354, City Hall, 125 North Main, Memphis, TN 38103

**Acceptance/Rejection of Responses:** The City reserves the right to accept or reject, in whole or in part, any or all responses submitted. The City shall reject the response of any Offeror that is determined to be non-responsive.

**Informalities/Minor Irregularities:** The City reserves the right to waive minor irregularities or informalities in an Offeror's response when the City determines that it will be in City's best interest to do so. Any such waiver shall not modify any remaining RFQ specifications or excuse the Offeror from full compliance with the RFQ specifications and other contract requirements if the Offeror is awarded the contract.

**Offeror indebted to the City:** No contract will be awarded to any organization which, in the City's sole discretion, is in arrears to the City of Memphis upon any debt or contract, or which is a defaulter as surety or otherwise under any obligations to the City of Memphis, or which has failed to perform faithfully on any previous contract with the City of Memphis.

**Validity of Responses:** All responses shall be valid for a period of 120 days from the opening date of the responses.

**Compliance with the RFQ:** The submission of a response shall be taken as **prima facie** evidence that the Offeror has familiarized itself with the contents of the RFQ and with these terms and conditions, in particular. The failure or omission by the Offeror to receive or examine this RFQ shall in no way relieve the Offeror of any obligation with respect to its submission or of any term or condition of this RFQ and may result in disqualification. In order to be deemed responsive, Offerors must provide responses to address all items in the RFQ.

**Lengthy Responses:** The City discourages overly lengthy and costly responses; however, in order for the City to evaluate responses fairly and completely, Offerors should follow the format set out herein and provide all information requested. Responses shall be as thorough and detailed as possible, but prepared simply providing a straightforward, concise description of the Offeror's capabilities to provide the services and satisfy the requirements of the RFQ. Emphasis should be placed on completeness and clarity of content.

**Local Preference:** This procurement may be subject to the requirements of Ordinance No. 5114 which establishes a local preference for local businesses located within the City of Memphis. A copy of the Memphis and Shelby County Tennessee Business Tax Receipt shall accompany the bid for consideration of this ordinance.

**Living Wage:** This procurement may be subject to Ordinance No. 5185, as amended, which establishes a minimum wage for employees of businesses providing services for the City of Memphis. The Living Wage Ordinance, and any amendments thereto, can be accessed on the City's website ([www.memphistn.gov](http://www.memphistn.gov)). Once on the City's homepage, click on the "Business" link, and then click on the "Doing Business with the City" link. A link to the Ordinance will be accessible on the top right side under the section "Links."

**Contract Award** The City may fund all or any part of a response, and the City will only accept responses for the services requested. The response submitted in response to this solicitation is not

a legally binding document; however, the contract, which will be based on information provided in the response, becomes legally binding once all parties have signed it. Any contract resulting from this RFQ shall be subject to the City of Memphis General Terms and Conditions set forth in this solicitation. The successful Contractors shall be required to execute the contracts originated by the City of Memphis and satisfy all contract requirements as specified by the City (**See General Conditions of Contract included herein**). Any contract awards and amounts pursuant to this solicitation are subject to the availability and appropriation of funds. Unless changed by the City, the anticipated contract will commence upon execution and end June 30, 2010. The City reserves the option to extend the contract term for 2 additional 12-month periods.

**Insurance:** If awarded a contract pursuant to this RFQ, the Contractor will be required to have and maintain the insurance specified in the RFQ. The successful Contractor will be required to furnish the City, on or before the effective date of the Agreement, a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required is in effect. All insurance companies must be acceptable to the City of Memphis and be licensed in the State of Tennessee.

**Business License:** Pursuant to the City of Memphis Charter, Article 71, Section 777 et seq., it is unlawful to operate a business within the limits of the city of Memphis without possessing a Memphis and Shelby County business license, excepting non-profit organizations that qualify as tax exempt under Sec. 501(c)(3) of the Internal Revenue Code. Upon award notification and prior to the City entering into a contract with the vendor, the successful vendor, whose principal business address is located within the limits of the city of Memphis, will be required to submit, along with the required insurance and other required documentation, a copy of (1) the tax-exempt ruling or determination letter from the Internal Revenue Services; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

**Informational Meeting:** There will not be an informational meeting or pre-bid conference for this RFQ.

## SCHEDULE OF EVENTS

### ACTIVITY

### DATE

Issuance of Request for Qualification

August 20, 2009

Written Questions Due at the City

August 28, 2009

Responses and/or Addendum Issued or Posted

September 4, 2009

**Qualification Statements (Response) Due at City**

**September 11, 2009**

Evaluation of Qualification Statements (Responses)

Sept 14 -Sept 21, 2009

Designation of Qualified Respondents

September 22, 2009

## **DEMOLITION REQUIREMENTS**

### **Time of Completion:**

1. Contractors must have the capacity to provide all labor and equipment to demolish all structures on a property, including houses, garages and driveways within Fifteen (15) calendar days, and
2. Must be able to mobilize a crew within 24 hours for emergency demolitions and mobilize a crew within 72 for non-emergency demolitions.

### **Equipment Requirement**

Contractors will be required to have in their possession and to have proof of ownership through title record or other approved form the following equipment:

- a) Excavator or front-end loader
- b) Machinery Equipment with level grading capabilities
- c) Minimum of two (2) dump trucks or immediate access to same as needed

### **Permits:**

All work must be done in strict compliance with the laws of Memphis, Shelby County, Tennessee. The contractors must obtain and retain current contract registration throughout the life of the contract. For each demolition ordered, contractors must obtain the required demolition permits prior to demolition.

### **General Specifications for Demolitions:**

1. Dust must be suppressed by water spray during demolition.
2. Contractors must notify the City if water pipes are constructed of lead.
3. Basement floor must be broken to permit drainage and foundation walls must be removed to four feet below grade.
4. Backfill – Basement must be filled with crushed inorganic material resulting from demolition of the building and augmented with sand containing no more than ten percent foam or clay. A top layer of sand or fill material must be compacted and graded at the foundation perimeter and feathered out 18 inches from the foundation.
5. Contractors must remove all debris completely to include house, garage, garage floor, other appurtenant structures and driveways and haul away.
6. Any damage to public sidewalks and streets must be replaced in-kind or repaired pursuant to the City of Memphis specifications.

### **Site Conditions:**

1. If demolition is not completed in 15 days:
  - a. Holes must be filled with compacted debris or soil and entire area surrounded by security fencing at the end of each work day. Machinery and/or equipment must be positioned on top of or in front of large holes to discourage entry by the public.
  - b. Any hole within 3 feet of a public right of way (sidewalk, tree lawn, etc.) must be filled completely and surrounded by fencing at the end of each work day.
  - c. Debris that is not used to fill holes must be hauled away by the end of each work day.

**Grading and Seeding:**

1. The premises must be cleaned and graded to rough grade. A minimum of a 2 inch layer of topsoil must be placed on all areas affected by equipment or removal of structures and paving to facilitate growth of grass. All bare earth must be seeded and covered with hay.
2. Rough grading will be inspected by Department of Code Enforcement and is defined as:
  - All debris, including large stones, left by demolition work has been removed.
  - Graded area is consistent with surrounding lots.
  - Graded area has uniform surface for distribution of topsoil and grass seed and hay.
3. All materials must be removed from the tree lawn including but not limited to landscape boxes, timber, plastic, debris, etc. The tree lawn must be cleaned and graded to rough grade, as necessary.
4. If the site is raised above the street level, the Contractor must take necessary steps to prevent erosion and the site must not be leveled below pre-demolition grade.

**Public Safety:**

Contractor must maintain all necessary safety precautions during demolition including:

1. Contractor must check and confirm that no persons have gained access to the structure and assure it is vacant on the same day prior to beginning demolition.
  2. If any hazardous or chemical materials are discovered the Contractor must notify the Department of Code Enforcement so that the Fire Department can be contacted immediately.
  3. If any Under Ground Storage Tanks (USTs) are discovered during excavation the Contractor must notify the Department of Code Enforcement so that the Fire Department can be immediately.
  4. Explosives are never permitted as part of the demolition process.
  5. Public safety and welfare will always be the highest priority. The site must be left clean and safe at the end of each workday and work must be conducted in a way that minimizes all risk to public safety.
  6. If the Contractor believes that the demolition of the house, garage, driveway or other structure will compromise the structural integrity of a neighboring property, the Contractor must notify the City immediately before proceeding with the demolition.
  8. Walkways or roadways must be kept clear of equipment & debris.
- This list is not meant to be exhaustive. Any unsafe or potentially unsafe situation must be discussed with the City and addressed immediately.

**Salvaging:**

The City or its designee will receive the first right to salvage items with the exception of copper plumbing at all properties to be demolished. These items will be pre-identified and a complete list will be provided to the contractor before each demolition. The contractor will be able to salvage copper and any items not salvaged by the City or its designee.

**Sewer Bulkhead:**

Contractor must locate and bulkhead all sewers as close to the public sidewalk as practicable. The Bulkhead will be inspected by an authorized agent of the Department of Code Enforcement.

## SUBMISSION REQUIREMENTS

### **Application Format:**

All applicants must submit the completed Package, which includes the following:

- 1) **Cover Sheet**
- 2) **Contractor Qualification Application**
- 3) **Licenses and Certifications**
- 4) **Conflict of Interest Certification**
- 5) **Certificate of Nondiscrimination**
- 6) **2008 Federal Tax Return.**

All applications must be submitted on the provided forms where applicable and include a completed Contractor's Qualification Form.

### **Contractor's Qualification Form Requirements:**

The Respondent shall, as part of its Qualification Statement provide the following information:

#### **1) Professional Information**

Please provide a brief discussion of your firm's demolition experience in Tennessee. Respondents must have a minimum of five (5) years experience in providing demolition work. Briefly discuss your firm's capabilities, experience, and qualifications to perform the required services.

#### **2) Staffing**

Respondents should identify the staff that will directly work with City staff, and those who will provide relevant backup expertise. The role and qualification for all direct staff should also be provided. Qualification information should include educational background, any licenses or certifications for the State of Tennessee. Levels of experience should be specific for the service requested.

#### **3) Prior experience and references**

Please provide at least three recent client references to include municipalities of comparable size and/or complexity as the City of Memphis.

### **Submission of Qualification Statements**

Qualification Statements must be received by the City no later than 2:00 P.M. prevailing time on September 11, 2009, by mail or hand-delivered. To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements and all related information must be bound, and signed and acknowledged by the Respondent.

**Number of copies**

Respondents must submit one (1) signed original and at least three (3) copies of their proposal of which must be unbound (for photocopying purposes). Proposals forwarded by facsimile or e-mail will not be accepted.

**ALL APPLICATIONS MUST BE TYPED AND SEALED -NO HANDWRITTEN APPLICATIONS WILL BE ACCEPTED.**

## EVALUATION

### **General**

The City's objective in soliciting Qualification Statements is to enable it to select a Respondent that will provide high quality, effective, and professional services to the citizens of the City of Memphis. The City will consider Qualification Statements only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFQ.

### **Evaluation criteria**

Qualification statements will be evaluated by the City on the basis of what is most advantageous for the City of Memphis. The evaluation will consider:

- Experience and reputation in the field;
- Experience with projects of similar size/complexity;
- Prior work history with the City of Memphis
- Availability to accommodate the needs of the City; and
- Other factors demonstrated to be in the best interest of the City.

### **Selection of Qualified Contractors**

Each Qualification Statement must satisfy the objectives and requirements detailed in this RFQ. The City will select the most advantageous Qualification Statements based on all of the evaluation factors set forth in this RFQ. The City will make the awards that is in the best interest of the City. Successful Respondents shall be determined by an evaluation of the total content of the Qualification Statement submitted. The City reserves the right to:

1. Not select any of the Qualification Statements;
2. Award a contract for the requested services at any time within the qualification period.
3. Select less than the desired amount of Contractors based on qualifications

Every Qualification Statement should be valid through the qualification period. The City shall not be obligated to explain the results of the evaluation process to any Respondent.

**COVER SHEET**  
**Contractor Application Package**

Contractor Name
Contractor Address
Contractor's Telephone Number and Email Address
Authorized Representative

**City of Memphis  
Division of Community Enhancement  
Department of Code Enforcement**

**CONTRACTOR QUALIFICATION APPLICATION**

**I. COMPANY INFORMATION**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**BUSINESS PHONE:** \_\_\_\_\_ **HOME PHONE:** \_\_\_\_\_

**FAX NO.:** \_\_\_\_\_

**MONTH & YEAR ESTABLISHED:** \_\_\_\_\_ **TYPE OF BUSINESS:** \_\_\_\_\_

**YEARS OF DEMOLITION EXPERIENCE:** \_\_\_\_\_

**Name of Principal Contact Person:** \_\_\_\_\_

Is your company registered and licensed to do business in Memphis? \_\_\_\_ Yes \_\_\_\_ No

Is your company a member of the Better Business Bureau? \_\_\_\_ Yes \_\_\_\_ No

Is your company a Minority Owned Business? \_\_\_\_ Yes \_\_\_\_ No

Is your company a Female Owned Business? \_\_\_\_ Yes \_\_\_\_ No

How long has your company been in business? \_\_\_\_\_

Can your company meet the insurance requirements specified in the RFQ? \_\_\_\_ Yes \_\_\_\_ No

Can your company meet the timing requirements specified in the RFQ? \_\_\_\_ Yes \_\_\_\_ No

Can your company meet all of the demolition specifications in the RFQ? \_\_\_\_ Yes \_\_\_\_ No

Are you certified as MBE/WBE?

YES      Certifying Agency: \_\_\_\_\_

NO

**II. OWNERSHIP OF FIRM:**

Type of  
Ownership    Individual \_\_\_\_\_    Partnership \_\_\_\_\_    Corporation \_\_\_\_\_

Name and address of Owner, all Partners or all Stockholders (use back if necessary):

Name/Title	Address	% Ownership Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Experience**

Describe your company's experience carrying out residential demolitions?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe your company's experience carrying out demolitions of fire damaged properties?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identify the site supervisor who will be overseeing the demolitions. As part of the qualifications evaluation, the City may conduct an in person interview with him/her.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event of the need for an emergency demolition, how quickly could you mobilize a crew?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. COMPANY PERSONNEL AND RESOURCES**

Supervisory Personnel

Name	Years Experience	Responsibilities
_____	_____	_____
_____	_____	_____
_____	_____	_____

Administrative Staff

Name	Position
_____	_____
_____	_____
_____	_____

List all Subcontractors

Company Name	Trade	Contact Person	Phone #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Trade References (Please list all materials. Supplies with whom you have open accounts.)

NAME	PHONE #	CONTACT PERSON
_____	_____	_____
_____	_____	_____
_____	_____	_____

**III. PROJECT REFERENCES (Completed Demolition Projects)**

NAME/ADDRESS	PHONE/FAX #	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____

**IV. ACTIVE PROJECTS (In Progress)**

NAME/ADDRESS	PHONE #	DESCRIPTION	AMOUNT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**V. FINANCIALS**

Name of Bank and Branch	Name of Back Officer (Familiar with Contractor)
_____	_____
_____	_____

Is there any pending litigation with which your company is engaged? If so, please list and state the nature of this litigation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By my signature, I make legal affirmation that all representation included by me in this application form are true and factual to the full extent of my knowledge. I also agree to the release of any business or credit information required by the Division of Community Enhancement for the processing of this application.

\_\_\_\_\_

DATE	SIGNATURE OF PRINCIPAL
NUMBERS	
REQUIRED:	SOCIAL SECURITY NUMBER:
	IRS FEDERAL
	IDENTIFICATION NO.:
	62-

## **MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION (M/WBE)**

This project is subject to the requirements of the City of Memphis Ordinance #4388, which establishes the Minority and Women Business Enterprise Procurement Program. It is up to the Offeror to ensure that all requirements of this ordinance are met. The Ordinance may be accessed on the City's website at [www.memphistn.gov](http://www.memphistn.gov) under "Doing Business". The intent of the M/WBE Program is to increase the participation of M/WBEs in the City's purchasing activities.

### **Eligible M/WBE Firms**

To qualify as an M/WBE firm, per the requirements of City of Memphis Ordinance #4388, a firm must be included on the City's list of certified M/WBE firms. Requests for verification must be submitted to the City's Contract Compliance Office listed below:

Carlee M. McCullough, Esq.  
City of Memphis  
Contract Compliance Office  
125 North Main Street, Suite 440  
Memphis, TN 38103  
Phone: (901) 576-6210  
Fax: (901) 576-6560  
Email: [carlee.mccullough@memphistn.gov](mailto:carlee.mccullough@memphistn.gov)

**CITY OF MEMPHIS CERTIFICATE OF NONDISCRIMINATION**

As Bidder, Contractor, or Subcontractor on City of Memphis Construction Contract,

**DEMOLITION OF: Single Family Dwellings  
Division of Community Enhancement**

the undersigned states that it does not discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:

1. not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national original or sex;
2. to maintain payrolls of laborers and mechanics employed on this contract until five (5) years after final release and final payment by the City;
3. to require a similar certificate to be executed by each subcontractor at the time a subcontract is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tiers of subcontracts.
4. to conform to federal law, state statutes, executive orders, and local ordinances identified and listed under Non-discrimination, Section 15. Of Bidding and Contract Requirements criteria.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name and Title

# CITY OF MEMPHIS

## Department of Code Enforcement

### CONFLICT OF INTEREST DISCLOSURE FORM

**Conflict of Interest Regulation:** No person who exercise or have exercised any functions or responsibilities with respect to activities assisted with CIP Funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from an assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Name: _____	Program Name: _____
Address: _____	Program Client #: _____
City, State, Zip: _____	Contractor Vendor #: _____

The purpose of this document is to assist in the determination of whether additional restrictions, oversight or other conditions might be advisable prior to execution of any contract, funding or providing assistance. The term 'Conflict of Interest' refers to situations in which financial or other personal considerations may compromise, or have the appearance of compromising professional judgment in the following rules and regulations of the program. Please Mark the appropriate box for each question and complete the attachment if indicated. This form (with Attachments, if required) must be completed and returned to your Program Representative.

1. Family Relationships: Do you have a family member directly or indirectly involved or employed with the City of Memphis that creates a conflict of interest or the appearance of a conflict under the Conflict of Interest Regulation provided above?

YES       NO      (If YES, please complete Part A of the Attachment)

2. Program Relationships: Are you involved in any other activity directly or indirectly with the City of Memphis that may create a conflict of interest or the appearance of a conflict under the Conflict of Interest Regulation provided above?

YES       NO      (If YES, please complete Part B of the Attachment)

3. Business Relationships: Are you or a family member (spouse, child, stepchild, parent, sibling, or domestic partner) involved as an investor, owner, employee, consultant, contractor, or board member with an entity that has a contractual relationship with the City of Memphis to provide goods or services, sponsor development activities and/or

receive referrals from the City of Memphis?

YES       NO (If YES, please complete Part C of the Attachment)

4. Gifts of Personal Use:

To the best of your knowledge, have you or your family members accepted gratuity gifts, or special favors from someone that is doing business with or proposing to do business with the City of Memphis?

YES       NO (If YES, please complete Part D on Attachment)

To the best of your knowledge, have you or your family members made any donations or gifts, or provided special favors to the City of Memphis or any employee of the City of Memphis who exercises or may exercise any functions or responsibility with respect to the activities involving your award, contract or program assistance?

YES       NO (If YES, please complete Part D on Attachment)

5. Legal Proceedings and Debarment Have you been involved in any fraud, antitrust or criminal proceedings as a defendant (other than a minor traffic offense) or been debarred, suspended or otherwise excluded by a duly authorized regulatory agency or had a transaction with any such agency terminated for any reason?

YES       NO (If YES, please complete Part D on Attachment)

I have read and understand the Conflict of Interest Disclosure Form and have disclosed all information required by this disclosure, if any, in an attached statement. I agree to comply with any conditions or restrictions imposed by the agency to reduce or eliminate actual and/or potential conflicts of interest. I will update this disclosure form promptly if relevant circumstances change. I understand that this Disclosure Form is not a confidential document.

Print  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF MEMPHIS**  
**Department of Code Enforcement**

**CONFLICT OF INTEREST DISCLOSURE FORM**  
**ATTACHMENT PARTS A - E**

**Conflict of Interest Regulation:** No person who exercise or have exercised any functions or responsibilities with respect to activities assisted with CIP Funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from an assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Name: _____	Program Name: _____
Address: _____	Program Client #: _____
City, State, _____	Contractor Vendor #: _____
Zip: _____	

If you answered YES to any questions on the previous page, please complete the relevant section(s) below. If you answered NO to All questions, you may discard this attachment. Give your complete form to your Program Representative.

**PART A: FAMILY RELATIONSHIPS**

1. Name of your family member(s) directly or indirectly involved or employed at City of Memphis:

\_\_\_\_\_  
\_\_\_\_\_

2. Do any of your family members work in the program area?

\_\_\_\_\_  
\_\_\_\_\_

3. Are any of your family members elected officials or members of any City of Memphis Board of Commissions?

\_\_\_\_\_

4. Relationship to you: \_\_\_\_\_ Position: \_\_\_\_\_

Department: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**PART B: PROGRAM RELATIONSHIPS**

1. Activities: Name and describe the activity and/or program that you are directly or indirectly involved with:

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2. Have you used the name of the City of Memphis, or their resources (facilities, personnel, or equipment), or confidential information in connection with the activity and/or program?

YES       NO (If YES, describe the resource used):

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**PART C: BUSINESS RELATIONSHIPS**

Please provide this section for each business relationship, or attach a separate explanation of business and research activities.

1. Name of business: \_\_\_\_\_

2. Categorize the business' relationship with the City of Memphis:

- Consultant or advisor
- Research activities
- Business or referrals
- Other Contractual or business relationship

Briefly describe the business or licensing activity:

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3. Who is involved with the business? Check all that apply:

- Yourself
- Your family member (name and relationship) \_\_\_\_\_

Describe the position or involvement (check all that apply):

Owner/Investor

Board Member

Employee/Manager

Other \_\_\_\_\_

4. Are you receiving any type of compensation?  NO  YES If YES, describe \_\_

\_\_\_\_\_

5. Who at City of Memphis oversees the relationship with this business?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Department: \_\_\_\_\_ Phone: \_\_\_\_\_

**PART D: GIFTS FOR PERSONAL USE**

1. What was the dollar value of the gift(s) you or your family member received or donated?

\_\_\_\_\_

2. Who was the donor or donee of the gift? \_\_\_\_\_

\_\_\_\_\_

3. What is the donor's or donee's relationship with City of Memphis? \_\_\_\_\_

\_\_\_\_\_

**PART E: LEGAL PROCEEDINGS AND DEBARMENT**

Describe any legal proceedings or debarment situation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **GENERAL CONDITIONS OF THE CONTRACT**

### **Master Demolition Agreement For Single Family Dwellings For the Division of Community Enhancement Department of Code Enforcement**

Demolition of residential structures as required by the Division of Community Enhancement, Department of Code Enforcement, f/k/a “Code Enforcement”

**I. LOCATION:** All locations as designated by the Department of Code Enforcement

**II. SPECIFICATIONS:**

1. Remove all portions of buildings
2. Remove all building foundations
3. Remove all concrete pavements on site. This will include but not limited to driveways, parking lots, sidewalks, and steps, unless noted otherwise.
4. Remove all metal post and fencing
5. Remove all designated trees and shrubbery/bushes on the site
6. Remove all existing signage on the site

**III. SCOPE:**

1). The CITY shall engage the services of no more than 20 Contractors to serve as CONTRACTORS to provide demolition services on certain residential structures as designated by the City of Memphis Department of Code Enforcement. Said matters will be assigned to CONTRACTOR by notification from the Condemnation Coordinator or his/her designee and accepted by CONTRACTOR. The City of Memphis Department of Code Enforcement shall be responsible for providing CONTRACTOR with information necessary to allow CONTRACTOR to complete the demolition of the property as assigned. Said information shall include at a minimum, the address and description of the property, and the work to be performed. The City will continue to provide Contractor with additional project assignments during the contract term subject to funding availability.

2). The Division of Community Enhancement Department of Code Enforcement will give the selected CONTRACTORS equal amount of properties for demolition. Once the CONTRACTOR has completed its demolition assignment within the specified period of time, that CONTRACTOR will be placed back in line for the next assignment on a rotational system. .

3). CONTRACTOR shall be responsible for completing the demolition of the designated property, and providing the same to the City of Memphis, Department of Code Enforcement no

later than fifteen (15) calendar days from the date of delivery of the information to CONTRACTOR. In the event that CONTRACTOR shall not be able to meet the time requirements of the City, said CONTRACTOR, shall within a reasonable time, advise the City of Memphis, Department of Code Enforcement of its inability to complete the requested matters within the time frame required by the City, as well as the actual time frame in which such matters shall be provided. If the Contractor fails to complete the project within the time allotted, the Contractor shall be assessed a penalty performance fine of one hundred dollars (\$100.00) per day that compliance is not adhered to for a maximum of fourteen (14) days excluding Saturdays and Sundays. The City of Memphis shall reserve the right to obtain additional resources to complete the project in the event CONTRACTOR shall be unable to complete assignment during the penalty performance period of fourteen (14) days. If the Contractor fails to complete a project within the required timeframe for the second time within a calendar year, the City may suspend the contractor from the program for up to one year.

4). CONTRACTOR shall be responsible for providing the City of Memphis, Department of Code Enforcement with digital photographic evidence of the demolition of the property, a statement of completion including final completion date, an invoice for payment, and any additional analysis as required by the City. The City of Memphis, Department of Code Enforcement shall be responsible for making duplications of all reports produced and provided to the City by CONTRACTOR.

5). The CONTRACTOR shall furnish all materials, supervision, labor and equipment to complete the requirements of this Agreement. The CONTRACTOR shall obey all laws, ordinances, regulations, permit requirements and rules of the federal, state, county and municipal governments that may be applicable to its operations. The CONTRACTOR shall at all times comply with all federal, state and local environmental laws and regulations as the same may apply to the CONTRACTOR'S acts and responsibilities in connection with this Agreement, and use due care with respect to such acts or responsibilities.

6). Immediately upon completion of the work of the project, CONTRACTOR shall, at its sole expense, clean up and remove all refuse materials of every kind and transport all rubble and junk to approved sites or dumps, fill depressions, restore the ground surface to an even finished grade. CONTRACTOR shall provide written documentation stating the specific location wherein refuse material is deposited or dumped. CONTRACTOR shall keep the premises clean and safe at all times as accumulation of refuse material shall not be tolerated.

#### **IV. TERM:**

The initial term of this contract shall include services rendered for a period ending **June 30, 2010**. The term of this agreement shall remain in effect for the entire period unless otherwise abbreviated upon mutual agreement of the parties, and following execution of an appropriate documentation evidencing the modification. The City may extend this Agreement for additional two (2) one-year periods, renewable on an annual basis, under the same terms and conditions. The City shall serve notice of the time extensions in writing to the Contractors by regular mail at least thirty (30) calendar days prior to the expiration of the original term of this Agreement, or any renewal term, in order for such extension to be effective.

## **V. COMPENSATION:**

The CITY agrees to pay and CONTRACTOR agrees to accept in full compensation for services to be performed under this agreement as follows:

- 1). The City of Memphis, Department of Code Enforcement shall compensate CONTRACTOR, according to the following fixed rate per assignment:
  - a) Projects from 0 to 999 Square Footage will be paid at \$2.52 per square feet
  - b) Projects from 1,000 to 1,999 Square Footage will be paid at \$1.50 per square feet
  - c) Projects from 2,000 to 2,999 Square Footage will be paid at \$1.60 per square feet
  - d) Projects from 3,000 to 3,999 Square Footage will be paid at \$1.70 per square feet
  - e) An additional fee of \$1.00 per loose cubic yard should be added if the property has a basement.
  - f) Code Enforcement reserves the right to modify compensation amount for all items outside the unit pricing scale of work.
- 2). In all matters where multiple structures exist on one lot, CONTRACTOR will be compensated for demolition of all structures on the entire lot as one file, unless it is determined that the structures are owned by separate parties. In the event that it is determined by CONTRACTOR that there are multiple structures on one lot that are owned by separate parties, then CONTRACTOR shall be compensated for demolition of each structure on the subject property at the aforementioned rate.
- 3). CONTRACTOR shall submit monthly statements to the City of Memphis Department of Code Enforcement, showing work performed in accordance with the City of Memphis Billing Guidelines and Procedures. CITY shall pay CONTRACTOR within thirty (30) calendar days after submission of an approvable invoice.

## **VI. DEMOLITION REQUIREMENTS**

- 1.) Equipment. Contractors will be required to have in their possession and to have proof of ownership through title record or other approved form the following equipment:
  - a. Excavator or front-end loader
  - b. Machinery Equipment with level grading capabilities
  - c. Minimum of two (2) dump trucks or immediate access to same as needed
- 2.) Permits. All work must be done in strict compliance with the laws of Memphis, Shelby County, Tennessee. The contractors must obtain and retain current contract registration throughout the life of the contract. For each demolition ordered, contractors must obtain the required demolition permits prior to demolition.

3). General Specifications for Demolitions:

- a. Dust must be suppressed by water spray during demolition.
- b. Contractors must notify the City if water pipes are constructed of lead.
- c. Basement floor must be broken to permit drainage and foundation walls must be removed to four feet below grade.
- d. Backfill – Basement must be filled with crushed inorganic material resulting from demolition of the building and augmented with sand containing no more than ten percent foam or clay. A top layer of sand or fill material must be compacted and graded at the foundation perimeter and feathered out 18 inches from the foundation.
- e. Contractors must remove all debris completely to include house, garage, garage floor, other appurtenant structures and driveways and haul away.
- f. Any damage to public sidewalks and streets must be replaced in-kind or repaired pursuant to the City of Memphis specifications.

4). Site Conditions:

If demolition is not completed in 15 days:

- a. Holes must be filled with compacted debris or soil and entire area surrounded by security fencing at the end of each work day. Machinery and/or equipment must be positioned on top of or in front of large holes to discourage entry by the public.
- b. Any hole within 3 feet of a public right of way (sidewalk, tree lawn, etc.) must be filled completely and surrounded by fencing at the end of each work day.
- c. Debris that is not used to fill holes must be hauled away by the end of each work day.

5). Grading and Seeding:

- a. The premises must be cleaned and graded to rough grade. A minimum of a 2 inch layer of topsoil must be placed on all areas affected by equipment or removal of structures and paving to facilitate growth of grass. All bare earth must be seeded and covered with hay.
- b. Rough grading will be inspected by Department of Code Enforcement and is defined as:
  - All debris, including large stones, left by demolition work has been removed.
  - Graded area is consistent with surrounding lots.
  - Graded area has uniform surface for distribution of topsoil and grass seed and hay.
- c. All materials must be removed from the tree lawn including but not limited to landscape boxes, timber, plastic, debris, etc. The tree lawn must be cleaned and graded to rough grade, as necessary.
- d. If the site is raised above the street level, the Contractor must take necessary steps to prevent erosion and the site must not be leveled below pre-demolition grade.

6). Public Safety:

Contractor must maintain all necessary safety precautions during demolition including:

- a. Contractor must check and confirm that no persons have gained access to the structure and assure it is vacant on the same day prior to beginning demolition.
- b. If any hazardous or chemical materials are discovered the Contractor must notify the Department of Code Enforcement so that the Fire Department can be contacted immediately.

- c. If any Under Ground Storage Tanks (USTs) are discovered during excavation the Contractor must notify the Department of Code Enforcement so that the Fire Department can be immediately.
- d. Explosives are never permitted as part of the demolition process.
- e. Public safety and welfare will always be the highest priority. The site must be left clean and safe at the end of each workday and work must be conducted in a way that minimizes all risk to public safety.
- f. If the Contractor believes that the demolition of the house, garage, driveway or other structure will compromise the structural integrity of a neighboring property, the Contractor must notify the City immediately before proceeding with the demolition.
- g. Walkways or roadways must be kept clear of equipment & debris.

This list is not meant to be exhaustive. Any unsafe or potentially unsafe situation must be discussed with the City and addressed immediately.

7). Salvaging:

The City or its designee will receive the first right to salvage items with the exception of copper plumbing at all properties to be demolished. These items will be pre-identified and a complete list will be provided to the contractor before each demolition. The contractor will be able to salvage copper and any items not salvaged by the City or its designee.

8). Sewer Bulkhead:

Contractor must locate and bulkhead all sewers as close to the public sidewalk as practicable. The Bulkhead will be inspected by an authorized agent of the Department of Code Enforcement.

## **VII. INSURANCE REQUIREMENTS FOR SERVICE CONTRACTS**

1.) The Contractor shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Contractor shall furnish the City of Memphis Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee.

2.) If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

3.) The Contractor shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Contractor, its employees, subcontractors, or agents, or any negligent act or omission of Contractor, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification

shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents.

4.) Each certificate or policy shall require and state in writing the following clauses:

**a) “Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the City of Memphis Risk Manager” by registered mail, return receipt requested to the following address:**

City of Memphis  
Attn: Risk Management  
2714 Union Extended, Suite 200  
Memphis, TN 38112

**“The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies.” The additional insured endorsements shall be attached to the Certificate of Insurance.**

**b) Workers Compensation:**

The Contractor shall maintain in force Workers’ Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer’s Liability	\$100,000	Each Accident
	\$100,000	Disease-Each Employee
	\$500,000	Disease-Policy Limit

**c) Automobile liability Insurance:**

Covering owned, non-owned, and hired vehicles with LIMITS OF:  
\$1,000,000 Each Occurrence – Combined Single Limits

**d) Commercial General Liability:**

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor’s Liability, and Broad Form Property Damage Liability coverage.

\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 5,000	Medical Expense any One Person
\$1,000,000	Personal and Advertising Injury
\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations
\$ 50,000	Fire Damage any One Fire

**e) Property Insurance:**

The Contractor shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Contractor shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Contractor.

The Contractor is required to provide copies of the insurance policies upon request.

**VIII. DEFAULT AND REMEDIES**

**1). Events of Default**

Events of Default. In the event that CONTRACTOR shall fail to substantially perform its obligations under this Agreement or any other agreement related hereto, and shall have failed to cure the same within fourteen (14) days unless the event is caused by either an act or omission by City or CONTRACTOR, then an event of default (“Event of Default”) shall have occurred under this Agreement. When an action constituting an Event of Default shall occur, the City shall notify CONTRACTOR in writing and advise them of the Default, as well as the time period within which CONTRACTOR shall have to cure same. An Event of Default shall not have occurred if the failure to substantially perform cannot be cured within said cure period and such party has commenced to cure within said cure period and thereafter diligently pursues such cure. Each of the following events, upon failure to cure within the aforesaid curative periods, shall constitute an Event of Default hereunder:

- a)** Any failure or omission on the part of CONTRACTOR to comply with the material terms and conditions of this Agreement;
- b)** Misrepresentation or omission by CONTRACTOR of any material fact or facts related to this Agreement which materially and adversely affects the rights or obligations the parties hereto;
- c)** The filing of any petition under any bankruptcy, moratorium, reorganization or insolvency act, federal or State, by or against CONTRACTOR which, if again same, is not dismissed within ninety (90) days of such filing;
- d)** The filing of an application for the appointment of a receiver for, or the making of a general assignment for the benefit of creditors of, the CONTRACTOR, however expressed or indicated; and
- e)** The failure of CONTRACTOR to pay or discharge any judgment or judgments against it for the payment of money (not covered by insurance) which singularly or in the aggregate exceed One Million Dollars (\$1,000,000) and such judgment or judgments be not satisfied, or an appeal taken there from or enforcement stayed, or any levy thereon not be removed within thirty (30) days from issue;

## **2). Remedies Cumulative**

All remedies of the parties provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law. The exercise of any right or remedy by either party hereunder shall not in any way constitute a cure or waiver of default hereunder or invalidate any act done pursuant to any Event of Default hereunder or prejudice a party hereto in the exercise of any of its rights hereunder, unless in the exercise of said rights the party realizes all amount owed to it under this Agreement.

## **3). Right to Contest**

Notwithstanding anything to the contrary herein contained, CONTRACTOR shall have the right to contest, in good faith, any claim, demand, levy or assessment, the assertion of which would constitute any Event of Default hereunder. Upon demand by the City, CONTRACTOR shall make suitable provision by deposit of funds or by bond or other assurance satisfactory to the City for the possibility that any such contest will be unsuccessful. Such provision shall be made within five (5) business days after receipt of demand by the City therefore.

## **4). Termination**

This contract may be terminated by the City in whole, or from time-to-time, in part, whenever the Contractor shall default in the performance of activities specified in this contract and fails to cure such default as specified in this contract or such longer period as the City shall determine provided that the City shall serve notice of default, in writing, upon the Contractor. Notwithstanding the above stated provision, this agreement may be terminated by either party upon thirty (30) calendar days written notice of such intention to terminate to the other party.

# **IX. OTHER REQUIREMENTS**

## **1). Nondiscrimination Clause of the City of Memphis**

The City of Memphis is an equal employment opportunity employer, and shall not unlawfully discriminate against applicants or employees because of race, color, religion, sex, national origin, age, or disability. The City of Memphis prohibition against discrimination applies to employment or hiring decisions, compensation, discipline, promotions, training, and all other terms and conditions of employment. The City of Memphis does not limit, segregate, or classify employees or applicants for employment in any way which will deprive or tend to deprive any individual of employment opportunities or otherwise affect an individual's status as an employee because of the individual's race, color, religion, sex, national origin, age, or disability. By signing this contract, all entities or persons contracting with the City of Memphis agree to abide by and to take affirmative action when necessary to ensure compliance with the nondiscrimination clause set out above. By signing this contract, all entities or persons contracting with the City of Memphis agree to show proof of non-discrimination upon request and to post in conspicuous places, available to all employees and applicants, notices of non-discrimination. In the event of noncompliance, this contract may be canceled, terminated or suspended in whole or in part of the City of Memphis. The

Grantee shall also exert every effort to comply with the MBE/WBE subcontracting goals when applicable.

**2). Hold Harmless**

Contractor agrees that it will hold the City harmless and will indemnify the City for all reasonable costs including attorney fees and court costs incurred by the City due to the failure of Contractor to comply with any and all statutes and regulations applicable under this contract. Contractor further agrees that the City is not responsible for personal and/or property damage liability claims that may result from work performed by the Contractor under the auspices of this contact.

**3). Assignability/Transfer**

Contractor agrees that it shall not assign or transfer any benefits under this agreement without the advanced written permission of the City.

**4). Independent Contractor**

Nothing in this Contract shall be deemed to represent that Contractor or any of Contractor's employees or agents, are the agents, representatives or employees of the City of Memphis. Contractor shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business.

**X. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the City of Memphis and Contractor and supersedes and replaces any and all prior written or oral agreements, understandings, representations, negotiations and correspondence between the parties. This Agreement shall not be supplemented, amended or modified by any course of dealing, course of performance or usage of trade and may only be amended or modified by a written instrument duly executed by officers of both parties.