



*Finance Department
Central Services Division*

**ADDENDUM TO BID
DEMOLITION GROUP 22
BID NO. 522-CD-044
ADDENDUM NO.: 1**

To: All Bidders:

Please make the following changes to the above-mentioned bid package.

- 1) Section 3 is missing the demo specs.
A: please see the attached specs

All other portions remained unchanged.

A copy of this addendum or a reference thereto must be included with your bid or the bid will not be read or considered.

If you have any questions, please contact the Central Services Division at 779-348-7164.

Demolition Specs

1.0 Scope

- 1.1 The City of Rockford requests bids from qualified companies to provide all labor, materials, equipment, and supplies necessary for the demolition of identified properties and remove all fences and scrub trees within property lines:

2.0 General Requirements

- 2.1 Vendor Qualifications. All bidders on this project must be designated as a licensed Class A demolition contractor unless the property qualifies to be done by a Class B demolition contractor prior to submitting a bid (see Appendix B for Class descriptions). All bidders must have the appropriate class of license for the property being demolished prior to bidding.
 - 2.1.1 Each bidder shall be qualified, properly licensed, and bonded to operate the business of a Demolition Contractor in the City of Rockford.
 - 2.1.2 All work shall be done in a workmanlike manner, in compliance with all local, state and federal codes applicable thereto, and said work shall be performed by workmen trained and skilled in the craft involved.
- 2.2 Insurance Requirements. Upon execution of the contract, and prior to the vendor commencing any work or services with regard to the project, the vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the City as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All vendor insurance carriers must maintain an A.M. Best rating of "A" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation. The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:
 - 2.2.1 Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- 2.2.2 Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million generate aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2.2.3 Automobile Coverage. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate.
- 2.2.4 Workers Compensation. Contractor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site
- 2.2.5 Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above.

2.3 Subcontractors

- 2.3.1 Bidders may use a subcontractor to complete any portion of the work. Bidders must list any subcontractors to be used at the time of the original bid.
- 2.3.2 The City reserves the right to deny a subcontractor permission to work on the City's contract. Should the contractor use an unapproved subcontractor on a City project, the City may cancel the contract upon discovery.
- 2.3.3 Subcontractors must meet same City requirements as demolition vendor including, but not limited to, licensing and insurance.

2.4 Examination of Site

- 2.4.1 Bidders shall carefully examine the project site(s). To eliminate misconceptions, verify dimensions, elevation, working conditions, transportation and storage facilities. Bidders shall give due consideration to same in preparing their proposals as no exceptions will be considered after awarding the contract; nor will the contractor be entitled to any extra compensation for his/her failure to verify conditions at the site.

The City assumes no responsibility for the condition of existing buildings and structures, nor their continuance in the condition existing at the time of issuance of the contract price or allowance for any change in conditions which may occur after issuance of the Invitation for Bids has been issued will be made. The Awarded Contractor shall schedule a J.U.L.I.E. locate to determine utilities located on the demolition property and if any utilities are necessary to remain

for service of adjacent properties, determine how to protect such utilities. See also section 3.2.

2.5 Timeline of demolition

2.5.1 The successful contractor shall commence demolition within 15 days of the issuance of the purchase order and demolition shall be completed no later than 45 days from the issuance of the purchase order. Once a property is started for demolition, the contractor shall complete the demolition within 30 days thereafter (Section 6: 105-276 City of Rockford Code of Ordinance). Failure to comply with any of these specifications may result in the revocation of the contractor's license, or cancellation of the City's contract. Asbestos abatement shall constitute the commencement of demolition.

2.6 Nature of Work

2.6.1 The City treats all bids as finalized and complete bids covering the entire scope of the specifications herein. The City does not permit bids to be changed once submitted and any miscalculation or mistake will not be considered.

2.6.2 In the event of a necessary change (i.e. undetectable underground storage containers) bidder will submit signed change orders for any price change after taking proper measures to notify the City.

2.7 Documentation

2.7.1 For the purposes of proof of compliance with state and federal regulations, the City requires photo documentation before, during, and after the completion of the demolition. Specifically, the City would ask for the following:

2.7.1.1 No less than 2 pictures of the condition of the house on the day of demolition prior to beginning demolition.

2.7.1.2 No less than 2 pictures per day of demolition of the methods used to demolish the property during demolition.

2.7.1.3 No less than 2 pictures of work done to grade and seed the property.

2.7.1.3.1 At least one picture of the seed tag depicting the type of seed used to complete the demolition.

2.7.1.4 All photographs are to be submitted with the remaining paperwork after completion.

2.8 Basis of Award

2.8.1 The contract will be awarded to the lowest responsible and responsive bidder. The City reserves the right to request any information necessary to determine a vendor's ability to complete the work desired. This may include standard specification information and references from other clients. If these information requests are denied, the City reserves the right to reject the bid

2.8.2 Awarding package bid vs. individual bids. In an effort to gain better pricing, the City has grouped structures to be demolished geographically. By doing this, the City hopes to gain cost savings associated with equipment hauling as well as debris removal and delivery of backfill and grading material. Bidders that submit a package bid price only need to include a lump sum amount for consideration. The low bidder upon award, must provide a cost breakdown of each site to be demolished. Package bids must include all properties out for bid within this package. Individual bids may also be considered; Bidders may also

submit individual pricing for each property to be demolished. If the total of all low bids for individual properties is lower than the lowest package bid, then the properties will be awarded on an individual basis.

- 2.8.3 Salvage Value. The salvage value of the materials obtained from the demolition of the building shall be reflected in the lump sum price bid for Building Removal as herein specified.

3.0 Specific Requirements

3.1 Pre-Demolition

- 3.1.1 Inspection. The successful bidder shall, before sealing sewer line, have the City of Rockford Building Department and Rock River Water Reclamation District, make inspections before any back filling is started. The purpose of this requirement is to check to see if the sewer line is open to the trunk line. On-site inspections shall be made as the City of Rockford deems necessary. **Contact Rock River Water Reclamation District at (815) 387-7555 prior to demolition for scheduling of inspection.**

- 3.1.2 Permits and Notices. Contractors will comply with all laws and regulations of any public authority having jurisdiction over the work. The Contractor will also, at his own expense, and in his own name, obtain all permits, certificates, and licenses required by the City; shall carry on all work under this contract in strict conformity therewith, and shall save and keep harmless the City of Rockford from any expense incurred thereby. A copy of the demolition permit will be required with the submittal of the final pay estimates. (Section 1 of Demolition Invoice Checklist).

3.1.2.1 Door hangers and yard signs must be placed 10 days before the demolition start date. A yard sign with demolition address, estimated completion date, contractor name and contractor contact information shall be placed on demolition property. Door hangers should be placed 2 doors down on each side of property, across the street, across corners and behind the property being demolished (see attached map.) Door hangers will be provided by the city.

- 3.1.3 All related EPA notices and the **10-day notification of demolition required by the EPA must be obtained before demolition**. A fee of \$150 is to be paid by the Contractor to the Illinois EPA with each initial 10-working day notice required to be filed to perform demolition of asbestos-containing structures.

- 3.1.4 Fire Department "X" Sign. Where upon inspection under 3.1.1 above, it is found that the fire department has placed a sign on the property to denote structural failures which would be hazardous for Emergency Personnel to enter the property, the successful bidder shall remove and return the sign. The address of the property where the sign has been posted must be placed on the back of the sign with tape and permanent marker. The sign is denoted by a large white X on a red background. The sign shall be returned to the Rockford Fire Department Fire Prevention Division located at 204 South First Street, Rockford, IL 61104 no later than 10 days after the commencement of demolition. If the successful bidder has questions regarding the removal or procedures for returning the

sign, please contact the Fire Prevention Division at (779) 348-7172. The commencement of demolition is outlined under section 2.5.1.

3.1.5 Utilities

3.1.5.1 City will provide vendor notice of utility disconnection for Water, Gas, and Electric.

3.1.5.2 The contractor shall disconnect and properly seal in an approved manner, the sanitary sewer outlet at the property line. When exposing and cutting off sanitary service, fill service with a material backing and plug the line with a "Cherne" style plug or other mechanical type plug. Sanitary service shall be plugged as close to the property line as possible or at the public/private transition. The end of plug shall be visibly marked at grade when complete, with a stake or other highly visible marker. The contractor shall schedule inspection of the plug with the Rock River Water Reclamation District in advance of the work being completed as outlined in Section 3.3 of these specifications.

3.1.5.3 Where utilities are found crossing the demolition site and serve adjacent properties not being demolished or deconstructed, such utilities shall be tagged or otherwise marked as necessary to remain and shall be protected from damage throughout the demolition process including final grading and seeding. Any damage to existing utilities which are necessary to remain in place for service of other sites shall be repaired or replaced and paid for by the awarded Demolition Contractor. All work in the public right of way shall be done in accordance with Section 26-123 of the City of Rockford Code of Ordinances.

3.1.6 Asbestos Removal. The City shall hire an asbestos professional to conduct asbestos testing prior to the commencement of any bid activities. The City will provide the demolition contractor proof of abatement test results. If required, the contractor must hire a different asbestos professional to abate any found asbestos.

3.1.6.1 In the event of a complex demolition, asbestos abatement and demolition may occur simultaneously provided proper safety procedures are followed and no asbestos containing materials are demolished prior to abatement.

3.2 During Demolition

3.2.1 Public Health and Safety

3.2.1.1 Temporary Structures. The Contractor shall furnish and erect all temporary sidewalks, barricade covers and other temporary structures necessary for the proper and safe conduct of the work and shall remove all such temporary structures upon the completion of the work under contract, all without additional compensation therefor. The Contractor shall have a competent superintendent on the site at all times that work is in progress with full authority to act for him.

- 3.2.1.2 Protection of Persons and Property. The use of explosives in the performance of the work of removing buildings shall be permitted only on written authorization of the Building Official, and then only in a manner provided by law. The Contractor shall assume and bear all risk of damage to the work, and all risk of any accident, or accidents, from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the City.
- 3.2.2 Removal of Material. The successful bidder shall remove all rubbish and waste resulting from the demolition work. The bidder shall use an approved dumpsite for depositing of all inert materials.
- 3.2.3 Site Conditions. At the end of each work day, the Contractor shall leave the premises in such condition that it will not constitute a public nuisance or hazard. This shall include removing debris from public streets, alleys, terraces, and sidewalks that are open to the public
- 3.2.4 Site Demolition. The Contractor shall provide all labor, materials, equipment, and supplies necessary to complete all items as described below. Any damage to property outside of what has been described in these specifications shall be restored to its original state or as directed by the Engineer, at the Contractors expense.
- 3.2.5 Basement, Foundation, and Misc. The bidder shall remove all of the foundation walls, slabs, sidewalks, driveways, parking areas around structure and fences within property lines and basement. The Contractor shall also remove all fences and scrub trees within property lines, remove junk vehicles, remove concrete slabs, foundations, and all debris to provide a clean site
- 3.2.6 Vegetation. All logs, bushes, saplings, landscaping, shrubs, brush, and stumps of a diameter less than 6" shall be completely removed.
- 3.2.7 Miscellaneous Items Onsite or Adjacent. All signs, flagpoles, foundations, patios, fences, garages, junk vehicles, sheds, and rubbish within the properties shall be completely removed.
- 3.2.8 Sidewalks, Driveways, Curbs and Paved Areas. All public sidewalks and curbs shall remain undisturbed. All paved bituminous surfaces and concrete slabs within the demolition site but outside of the building footprints shall be completely removed. This recovered material shall be processed in accordance with Local, State and Federal Regulations. Contractor responsible for professionally repairing or replacing building and site components damaged as a result of construction activity.
- 3.2.9 Storage/Septic Tanks/Private Wells. In the event that underground storage tanks exist within the building to be removed, or on the premises of same, in accordance with State and City Fire Department regulations, unless otherwise directed by the Building Official, they shall be removed and disposed of by the Contractor. In the event a Private Well (s) is discovered during the Contract, the Contractor will refer to (Chapter 86, Article III of the Winnebago County Code of Ordinances) for proper abandonment. In the event a Septic Tank (s) is discovered during the Contract, the Contractor will refer to (Chapter 86, Article

II of the Winnebago County Code of Ordinances) for proper removal and abandonment. All septic tanks must be pumped by a certified contractor and inspected by the (WCHD) in addition to the City of Rockford Inspector. The Contractor shall submit itemized prices to the City for approval. The price must be agreed upon before the tank removal can begin. This work shall be paid for at the contract unit price per lump sum, which price shall include furnishing all labor, permits, materials, equipment, services and backfill material required for the removal & disposal of the tanks and its contents and restoration of the disturbed area to a level elevation.

- 3.2.10 Debris Disposal. Contractor may utilize Rock River Disposal for disposal of demolition materials. Please refer to property listing included in the bid package to verify if there is NO CHARGE for dumping In order to utilize this agreement, the contractor must provide an estimate of demolition material weight per property with their bid. Contractor must identify at Rock River Disposal each property that is being dumped – **No additional debris from other sources may be included**

3.2.10.1 Submission of Anticipated Dump Location. Each bidder shall provide with their bid the location where the debris from this demolition will be dumped. State licensed site(s) for dumping rubble or any other private site where clean debris will be accepted must be listed. The bidder shall leave the premises in such condition that it will not constitute a public nuisance.

- 3.2.11 Unexpected Necessary Changes to Work In the event of an unanticipated, unforeseeable additional expense, the contractor is to take several steps upon discovery.

3.2.11.1 Vendor must contact City immediately and before any work is commenced to abate the issue.

3.2.11.2 Demolition may continue on other parts of the property that will not impact the specific issue.

3.2.11.3 A City representative will immediately come out to inspect the issue and make a determination on how the contractor is to proceed. Such decision may involve consultation with other departments, experts, or City representatives.

3.2.11.4 The City reserves the right to re-bid abatement of the specific issue.

- 3.2.12 **Rough inspection needs to be scheduled after building materials are removed from the property, and the property has been back filled.**

- 3.3 Post Demolition. The Contractor shall provide all labor, materials, equipment, and supplies necessary for the restoration of the site as described below.

- 3.3.1 Fill Material. Openings, holes and voids shall be filled up to the surrounding ground level with gravel, crushed road stone or other approved material compacted to 95% compaction in accordance with ASTM D-698 and acceptable to the City Engineer. The work shall be performed according to Section 207 of the "Standard Specifications": and the following:

3.3.1.1 A vibratory roller or heavy equipment shall be used to roll each lift of material to obtain the desired keying or interlock and necessary compaction. The Engineer will verify that adequate keying has been obtained.

3.3.1.2 No debris shall be used as fill material. The entire parcel shall be left in a level, neat, safe and sanitary condition.

3.3.2 Topsoil: Contractor must finish the grading of all disturbed areas with no less than 4" of topsoil. Contractor must use a one (1") inch or less screen to screen top soil. Pulverized building materials or debris shall not be used as fill material. Topsoil shall be sourced from a clean borrow source or supplier. Topsoil consisting of Friable Sandy Loam that can be pulverized under normal hand pressure may also be acceptable. Topsoil consisting of Sandy Clay Loams with the lowest possible clay proportion may also be acceptable. Topsoil shall free of roots, rocks larger than 1/2-inch, subsoil, debris, large weeds and foreign matter (including any construction rubble, or other man- made items). Screening: Single screened. Topsoil material shall be indigenous to Northern Illinois region and may be used providing it meets with the requirements of Article 1081.05 of the Standard Specifications and has no more than 55 percent sand content as determined in accordance with AASHTO T88

3.3.3 Seeding: Seeding shall be 100% Dutch white clover seed inoculated with Rhizobium bacteria – Strain B. Do not mix with annual rye or other grass seed. Seed tags must be submitted with payment request. 100% Dutch white clover seed to be applied at a rate of rate of 2 oz. of seed per 1,000 sq. ft., placed upon four (4) inches of screened topsoil. Contractor must use a one (1") inch or less screen to screen top soil. Prior to planting, seed must be inoculated with the correct strain of Rhizobium bacteria (Strain B) if not already done. Use a cultipacker pulled by a light-weight tractor (do not use heavy equipment on the site that would compact the topsoil layer) or other method as recommended and approved by seed manufacturer to ensure seed has good contact with the soil. Plant seed ¼" deep. Mulch entire planting area to ensure proper moisture levels, removing bale string from the site. Seeding will be permitted from April 1 to October 10, unless approved by Engineer

3.3.4 Final Grade. Upon the completion of the demolition and removal operations, the final grade of the whole properties must consist of a smooth grade consistent with the grades of the surrounding properties.

3.3.5 The Contractor shall complete final grading in such a way to ensure the site has proper drainage, there is no ponding of water, and that run off does not cause damage to adjacent properties

3.3.6 **SCHEDULE FINAL INSPECTION WITH CITY OF ROCKFORD STAFF.** Contractor shall schedule a final inspection with City staff. The City representative shall determine at that time whether the demolition has been completed satisfactorily.

3.3.7

3.4 Erosion Control and Sediment Control

- 3.4.1 The Contractor shall provide all materials, labor, equipment and all other incidentals to provide proper Erosion and Sediment Control.
 - 3.4.2 This work shall conform to the applicable portions of Section 280 of the Illinois Department of Transportation Standard Specifications for Road & Bridge Construction, City of Rockford Ordinances Chapters 26 & 109 and all requirements set forth in the Illinois Environmental Protection Agency's General NPDES Permit No. ILR10. The management practices, controls, and other provisions for erosion and sediment control must be at least as protective as the requirements contained in the Illinois Urban Manual.
 - 3.4.3 Any deviation of installation practices from the standard details shall be submitted to the City for approval prior to placement.
 - 3.4.4 The Contractor shall take special precautions to avoid tracking or spilling dirt and debris onto the adjacent roadways, sidewalks and other private or public areas. The Contractor shall remove, clean and/or sweep all debris material in and around the project site at the end of each work day to the satisfaction of the City, and properly dispose of the material.
 - 3.4.5 Manhole protection, inlet protection and silt fencing may be necessary at times during some project operations.
 - 3.4.6 Upon the completion of final grading and seeding, the Contractor shall install erosion control blanket around the perimeter of all disturbed areas. The installation shall be 8 feet wide and installed to the manufacturer's instructions.
- 3.5 Guarantee: All seeded areas shall be maintained through the first growing season after application. Scattered bare spots no larger than two square foot will be allowed up to a maximum of 5% of any seeded area

4.0 Payment

4.1 Payment Requests

- 4.1.1 All demo paperwork must be completely submitted within 30 days of completion of demolition work
- 4.1.2 Demo Packet Order Contractors that do not properly submit a demo packet in this order may experience a delay in payment.
 - 4.1.2.1 Demolition Invoice Checklist
 - 4.1.2.2 Itemized Invoice
 - 4.1.2.3 Demolition Permit/ revised permit
 - 4.1.2.4 Change orders
 - 4.1.2.5 Signed copy of 10 Day Notification (State of Illinois Demolition/Renovation/Asbestos Project Notification Form)
 - 4.1.2.6 Section 3 form (if applicable)
 - 4.1.2.7 Construction Dump receipts
 - 4.1.2.8 Asbestos Disposal receipt
 - 4.1.2.9 Asbestos Manifest
 - 4.1.2.10 Lien waiver for asbestos abatement, if abatement is required, per the asbestos report
 - 4.1.2.11 Asbestos Report / revised asbestos reports, if required

4.1.2.12 Door hanger/yard sign photos (should be time stamped 10 days prior to demolition)

4.1.2.13 Before, during and after photos of the demolition

4.1.2.14 Photo of the seed tag depicting the type of seed used

4.1.3 Basis of Payment. All work included in these specifications and related necessary tasks to prosecute this work to completion and to the satisfaction of the City of Rockford, shall be paid for at the contract lump sum price, less retention as described in 4.1.4 for Demolition and Site Clearance

4.1.4 Retainage Amount. The City will withhold 10% of the total contract amount until the site has been inspected and receives final approval of work completed including site seeding and growth as outlined in section 3.2 and 3.333 of this document.

5.0 Section 3 Clause

5.1 Section 3 Clause: All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is

executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

6.0 Liquidated Damages. If the Contractor fails to perform the services within the time specified in the contract, the Contractor shall pay to the City liquidated damages for each calendar day delay in the amount of \$200 per day. The City may terminate this contract in whole or part as provided in the default provisions. In that event, the Contractor will be liable for such liquidated damages accruing until such time as the City may reasonably obtain performance of similar services.