

RESOLUTION NO. 29148

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT TO ENTER INTO A PRIMARY CONTRACT WITH P&D CONSTRUCTION AND A SECONDARY CONTRACT WITH TOWER CONSTRUCTION, IN SUBSTANTIALLY THE FORM ATTACHED, FOR DEMOLITION SERVICES, FOR AN AMOUNT NOT TO EXCEED FOUR HUNDRED TEN THOUSAND DOLLARS (\$410,000.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator for the Department of Economic and Community Development is hereby authorized to enter into a primary contract with P&D Construction and a secondary contract with Tower Construction, in substantially the form attached, for demolition services, for an amount not to exceed \$410,000.00.

ADOPTED: August 22, 2017

/mem

## DEMOLITION SERVICES CONTRACT

This Contract for demolition services (“Contract”) is entered into by and between the City of Chattanooga, a Tennessee Municipal Corporation, (the “City”) and P & D Construction, 3205 Kellys Ferry Road, Chattanooga, TN 37419 (the “Contractor”) (collectively “Parties”).

In consideration the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Scope.** The Contractor shall provide certain demolition services (the “Services”) upon request of the City consistent with the requirements set forth herein.
2. **Term.** The initial term shall be for a period of twelve (12) months from the Effective Date. The Effective Date shall be the date on which the Contract is signed by the City.
3. **Renewal.** This Contract may be renewed for two additional twelve (12) month terms upon written agreement by both Parties.
4. **Permits and Codes.** The Contractor shall give all notices required by and comply with all applicable federal, state and local laws and regulations, including but not limited to, Chapter 21 of the City of Chattanooga Code. The Contractor shall secure and pay any fees or charges for the necessary permits required for the performance of all contract work.
5. **Responsibility of Contractor for Damages.** The Contractor shall be solely responsible for all damage to persons or property that may occur as a result of its action(s), fault or negligence in connection with the performance of any Services under the Contract. The Contractor shall be responsible for the proper care and completion of all work performed until final acceptance by the City of Chattanooga, which shall be provided in writing.
6. **Safety.**
  - (a) The Contractor agrees to comply with all applicable rules and regulations of OSHA, any other state or federal agency regulations and building codes of the City of Chattanooga. Contractor shall agree to comply with any additional safety and health measures as are determined to be reasonably necessary by the City in performance of any work.
  - (b) The Contractor agrees to maintain accurate records in any case of death, occupational disease and/or injury requiring medical attention or causing loss of time of work, arising out of and in the course of performance of work under the Contract. In the event that any on the job injury occurs, the Contractor shall immediately notify the City consistent with the communications contract requirements set forth herein and shall provide any requested reports concerning these matters.
7. **General Requirements.**

- a) Contractor shall provide all materials, permits, equipment and labor as required for the demolition of the designated site, and disposal of debris generated during the course of providing contracted services.
- b) Actual demolition shall incorporate the demolition and disposal of the main structures, removal of footing slabs, asphalt pavement parkways and driveways, fences, debris and other undesirable objects.
- c) All work is to be performed in full accordance with the construction standards and specifications of this Contract.
- d) Remove and dispose of all excess material, debris and trash developed during the course of providing the contracted service.
- e) Upon completion, the Contractor shall be responsible for leaving the jobsite free of all construction debris and in an orderly state, including cleaning all walks and paving..
- f) A landfill receipt must be kept on file by the Contractor and a copy of the receipt must accompany the invoice for payment.

8. **Removal and Salvage of Existing Buildings**

- (a) The Contractor shall demolish and/or remove all buildings and structures as specified in the Contract unless otherwise specified. Any building or structure shall be demolished on the premises and no dwelling structure shall be removed from the premises in a whole or substantially whole condition.
- (b) Upon the demolition and/or removal from the premises of a building or structure in accordance with the Contract, such building or structure or the remains thereof shall become the property of the Contractor.
- (c) Storage of salvage materials and equipment by the Contractor at the project site will only be permitted during the duration of the Contract. All materials and equipment must be removed from the demolition site and may not be left on public or City owned property. The City is not responsible for any loss or theft of Contractor equipment or materials.
- (d) Prior to completion of the assigned job all salvage materials shall be transported to appropriate City disposal locations, other legal disposal locations, or to the Contractors privately owned and properly zoned storage facility.

9. **Technical Specifications.** In order to fully comply with this Contract, Contractor agrees that each structure is to be completely demolished, including: footing, basement wall, and floors, at or below ground level, unless otherwise specified. All areas below ground level are to be completely filled in a manner to ensure proper drainage across the filled and unfilled areas. All wells, cisterns, septic tanks and cesspools shall be properly filled to grade with existing terrain in a manner that will ensure proper drainage across the

property without causing erosion. Vegetation, with the exception of the trees, unless otherwise specified, will be cut to a height of no more than three (3) inches and premises shall be raked clean.

10. **Job Requests.** The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services as well as perform and complete all job requests (“Job”) issued to the Contractor during the term of this Contract in a timely, cost efficient, safe, and professional workmanlike manner. Contractor shall acknowledge each Job within 72 hours of the City sending the Job to the contractor.

All work shall be performed in strict accordance with the technical specifications issued with each Job, including any drawings, and made part of this Contract. In addition, the Contractor shall perform all Jobs in compliance with all applicable local, state, and/or federal codes, laws and/or regulations.

11. **Inspection by City of Chattanooga.** The City of Chattanooga and any of its officers, agents or employees shall have the right to inspect the work at all times and at the completion thereof. Vendor must notify the designated City representative within 24 hours of completing the Job. The work will be reviewed by designated City staff within seventy-two (72) hours of notification by the Contractor.

12. **Demolition Confirmation.** Prior to the commencement of a particular Job, a written notice to proceed is issued to the Contractor. Demolition may proceed on the day the notice to proceed is issued. Demolition shall be completed by the date specified in the notice to proceed, unless changed by mutual written consent. Satisfactory completion of demolitions must be confirmed by the appropriate City designee in writing before payment requests will be processed.

13. **Regulations Pursuant to the “Anti-Kick Back Act”.** The Contractor agrees to comply with all applicable regulations of the Secretary of Labor of the United States made pursuant to all anti-kickback laws and regulations, including any amendments or modifications thereto. Contractor shall cause appropriate provisions to be inserted in any subcontracts to ensure compliance therewith by all subcontractors subject thereto and shall be responsible for the submission of statement requirement of subcontractor thereunder, except as otherwise provided by the Secretary of Labor.

14. **Subcontract**

Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract without prior express written approval of the City signed by the Administrator, or Council approved designee, of the Department of Economic and Community Development.

15. **City Standard Terms and Conditions**

This Contract shall be governed by the City Purchase Order Standard Terms and Conditions (“Standard Terms”) attached hereto as **Exhibit B** and incorporated herein by

reference.

**CITY OF CHATTANOOGA**

By: \_\_\_\_\_

Donna Williams, Administrator  
Economic and Community Development

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

**P&D CONSTRUCTION**

By: \_\_\_\_\_

Title and Name

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



## **EXHIBIT A**

### **Cost Schedule and Explanation**

The Contractor agrees to supply the products or services at the prices proposed below in accordance with the terms, conditions, and specifications contained in this Contract and specific job request.

1. Masonry, brick, block structure

Demolish and dispose of designated structure(s)

Price per linear foot - \$2.65

2. Wood frame structure (s)

Demolish and dispose of designated structures

Price per square foot - \$2.65

3. Emergency Services

Demolition and disposal of designated structure(s) in an emergency situation, when the contractor is required by the City to commence work in less than three (3) calendar days or less of notification.

Flat rate fee - \$500.00

4. Trailer and Mobile Home

Demolish and dispose of designated structures

Price per square foot - \$1.98

5. Miscellaneous Structures

Remove, demolish and/or dispose of small, accessory type structure (s), i.e. carports, sheds, fencing, retaining walls, etc.

Price per square foot - \$1.30

6. Basement Area

Complete demolition and disposal of designated structural area that is below grade.

Price per square foot - \$1.00

7. Excess Asphalt and Concrete

Removal of pavement driveways, slabs, sidewalks, and other undesirable objects in demolition and disposal of designated structure

Price per square foot - \$1.00

8. Excess Debris and Overgrowth

Removal and disposal of all excessive trash and overgrowth found on site that is not a part of the

debris and overgrowth developed in providing demolition services based on general demolition items.

Rate per Cubic Yard - \$14.00

9. Asbestos Related Work

Removal and disposal of all asbestos materials in designated Structure must be remediated by a licensed asbestos contractor.

Price per Square foot-negotiated price

10. Backfill below grade

Non-regulated and acceptable fill appropriate for growth and vegetation.

Price per Cubic Yard — \$8.00

11. Problem/Extreme Condition and Extreme Areas

Demolition and disposal of designated structures or conditions that are not a part of the site development in providing demolition services based on general demolition items shall be reviewed and agreed upon by the Contractor and City representative.

The City reserves the right to compete or negotiate on structures that are not intact, fire damaged debris, etc.

The City reserves the right to compete or negotiate structures that are over 5,000 square feet.

To determine the contracted rate for demolition of a specific structure, the Contractor and a City representative shall meet at the site. They shall calculate the total square footage of the building(s) under consideration for demolition. This will be obtained by measuring the outside dimensions of the outside walls of the structure, excluding the roof overhang. If the structure consists of more than one story, the area of each story will be obtained in the same manner. The total footage figure shall be reviewed and agreed upon by both the Contractor and the City representative before any work commences.

The total demolition and disposal rate for a specific location shall be determined by utilizing the total square footage agreed upon by both parties and multiplied by the contracted unit price for each item of the work.



## Exhibit B

### CITY STANDARD TERMS AND CONDITIONS

1. **Acceptance-Agreement.** Contractor's commencement of work on the goods/services subject to the purchase order or shipment/performance of those goods/services, whichever occurs first, is considered an effective mode of Contractor's acceptance of this purchase order. Any acceptance of the purchase order is limited to acceptance of the express terms contained on the face of the purchase order and these terms and conditions. Any proposal for additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this offer in Contractor's acceptance is objected to and rejected, but any proposals do not operate as a rejection of this offer unless the variances are in the terms of the description, quantity, price or delivery schedule of the goods/services, but are considered a material alteration, and this offer will be considered accepted by Contractor without additional or different terms. Additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this purchase order are considered material and are objected to and rejected, but the purchase order does not operate as a rejection of the Contractor's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods/services.
2. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the City of Chattanooga ("City").
3. **Compensation and Payment Terms.** For the completion of the Work, City shall pay Contractor the contract sum set forth in the purchase order. Payments may be made in amounts which are consistent with percentage of goods/services completed and invoiced by the Contractor as set forth in the purchase order.

The City's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s). The City is not liable for delays in payment caused by failure of the Contractor to send invoice to the address referenced herein.
4. **Inspection/Testing.** Payment for the goods delivered does not constitute acceptance of the goods. City has the right to inspect the goods and to reject any or all of the goods which are in City's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to Contractor at its expense and in addition to City's other rights. City may charge Contractor all expenses of unpacking, examining, repacking and reshipping those goods. In the event City receives goods whose defects or nonconformity is not apparent on examination, City reserves the

right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relieve in any way the Contractor from the obligation of testing, inspection and quality control.

5. **Price Warranty.** Contractor warrants that the prices for the goods or services sold City are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event Contractor reduces its price for the goods or services during the term of this purchase order, Contractor agrees to reduce the prices charged to City correspondingly. Contractor warrants that prices shown on this purchase order are complete, and no additional charges of any type will be added without City's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.
6. **Standard of Care.** Contractor shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances in the same area of practice. Contractor makes no warranty or guarantee, either expressed or implied, as part of this agreement.
7. **Indemnification.** Contractor must defend, indemnify and hold harmless the City, its Officers, Agents, Employees and Assigns against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased, or from any act or omission of Contractor, its agents, employees or subcontractors.
8. **Insurance.** Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:
  - A. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
  - B. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
  - C. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
  - D. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate. If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specify:
    - i. City of Chattanooga, its agents, representatives, officers, directors,

officials and employees must be named an Additional Insured under the following policies:

- a) Commercial General Liability
  - b) Auto Liability
  - c) Worker's Compensation Insurance and Employer's Liability Insurance
  - d) Professional Liability Insurance
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
  - iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
9. **Limitations of Responsibility.** In no event is City liable for anticipated profits or for incidental or consequential damages, City's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or services which gives rise to the claim. City is not liable for penalties of any description. Any action resulting from any breach of this Agreement by City as to the goods or services delivered must be commenced within one (1) year after the cause of action has accrued.
10. **Proprietary Information-Confidentiality-Advertising.** Contractor must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself for any purpose other than performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement. Contractor must not advertise or publish the fact that City has contracted to purchase goods from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed in writing, and Contractor has no rights against City with respect to this information except any rights as may exist under patent laws. Contractor recognizes that City's employees have no authority to accept any information in confidence.
11. **Records Retention and Audit.** The term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor,

Contractor, Grant Recipient, etc.).

- a. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any of the Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor shall maintain and protect these records for no less than seven (7) years after the completion of the Project, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the Project.
- b. The City, or its assigns, may audit all financial and related records (including digital) associated with the terms of the contract or agreement, including timesheets, reimbursable out of pocket expenses, materials, goods and equipment claimed by the Contractor. The City may further audit any of the Contractor's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.
- c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
- d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to

fulfillment of the Contractor's obligations to the City.

- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City, unless the audit identifies significant findings that would benefit the City. The Contractor will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
  - f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.
12. **Termination for Convenience.** City reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. Contractor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor must not unreasonably anticipate the requirements of this order.
13. **Termination for Cause.** City may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this order for cause. In the event of cancellation for cause, City is not liable to Contractor for any amount, and Contractor is liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that City has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
14. **Dispute Resolution.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:
- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
  - b. The parties agree to share equally in the expense of the mediation.

- c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

15. **Delay in Performance.** Neither City nor Contractor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement. If the Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the City or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Contractor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of Project and acknowledged by both City and Contractor. Completed form shall be retained by City for a period of seven years and reviewed prior to Contractor selection for future City projects. In the event Contractor is delayed in the performance of Services because of delays Caused by City, Contractor shall have no claim against City for damages or contract adjustment other than an extension of time.

16. **Hazardous Materials.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The City and Contractor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. City and Contractor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Contractor to take immediate measures to protect health and safety. City agrees to compensate Contractor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Contractor agrees to notify City when unanticipated hazardous materials or suspected

hazardous materials are encountered. City agrees to make any disclosures required by law to the appropriate governing agencies, and agrees to hold Contractor harmless for any and all consequences of disclosures made by Contractor which are required by governing law. In the event the project site is not owned by City, the Contractor agrees to inform the City of the discovery of unanticipated hazardous materials or suspected hazardous materials.

17. **Communications.** Any notice to the City shall be made in writing to the address specified below:

City of Chattanooga Attn: Purchasing  
101 E. 11th Street  
Chattanooga, TN 37402

Contractor:

P&D Construction  
3205 Kellys Ferry Road  
Chattanooga, TN 37419

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

18. **Waiver.** A waiver by either City or Contractor of any breach of this Agreement shall be in writing. City's failure to insist on performance of any of the terms or conditions of this purchase order or to exercise any right or privilege, or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type.
19. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
20. **Integration.** This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations, and agreements by Contractor, whether oral or written, relating to the subject matter of

this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.

21. **Successors and Assigned.** City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.
22. **Assignment.** Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Contractor employs independent Contractors, associates, and subcontractors to assist in performance of the Services, Contractor shall be solely responsible for the negligent performance of the independent Contractors, associates, and subcontractors so employed.
23. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.
24. **Relationship of Parties.** Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of Contractor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.
25. **Non-Disclosure.** Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and independent Contractors, associates, and subcontractors who require such information to perform the services specified in this agreement.
26. **Non-Discrimination.** Contractor agrees to comply with all federal, state, and local non-discrimination laws and regulations. Contractor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.
27. **Drug Free Workforce.** Contractor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.
28. **Federal or State Funding.** In the event that the Project is funded in whole or in part by



Federal or State grants, Contractor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

29. **Compliance with Laws.** The City has entered into this agreement with Contractor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract, and agrees to comply with these relevant and applicable federal and state laws.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1988.