

**CONTRACT**

**DEBRIS PROCESSING AND DISPOSAL – 2010**

THIS CONTRACT, made and entered into this \_\_\_\_ day of March, 2010, by and between the City of Carroll, Iowa and \_\_\_\_\_.

**1.0 GENERAL**

The purpose of this Contract is to process and dispose of debris from the City of Carroll, Youth Sports Park, 300 W. 30<sup>th</sup> Street, Carroll, Iowa.

**2.0 SERVICES**

- 2.1 The Contractor shall provide for debris processing, by chipping or grinding, and disposal of debris.
- 2.2 Lump Sum Price will be used for payment.
- 2.3 Debris Processing and Disposal
  - 2.3.1 Temporary Debris Staging and Reduction Site (TDSRS) – Debris has been removed from public property to the TDSRS. The TDSRS is located at the City’s Youth Sports Park Parking Lot, 300 W. 30<sup>th</sup> Street, Carroll, Iowa. Maintenance of the site during processing will be the responsibility of the Contractor. The City will provide asphalt millings for the maintenance. Contractor shall clean any remaining debris from the site following completion of the work.
  - 2.3.2 Debris Processing – All debris shall be processed in accordance with Federal, State and local laws, standards and regulations. Processing shall include reduction by chipping or grinding.
  - 2.3.3 Debris Disposal – Processed debris shall be the property of the Contractor for disposal in accordance with Federal, State and local laws, standards and regulations.
- 2.4 The Contractor shall use equipment and perform work in a manner to prevent damages to City’s infrastructure facilities, including all landscaped areas. The Contractor shall repair any damages caused by the Contractor’s equipment in a timely manner at no expense to the City. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the Contractor.
- 2.5 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State and local governments or agencies, or of any public utilities.

- 2.6 The City reserves the right to inspect the site and review operations at any time.
- 2.7 All work shall be accomplished in a safe manner in accordance with Safety and OSHA Standards.

### **3.0 PERFORMANCE SCHEDULE**

- 3.1 The Contractor shall commence performance following receipt of notice to proceed.
- 3.2 All activity associated with debris operations shall be performed during daylight hours. The Contractor may work Monday through Saturday, excluding holidays.
- 3.3 The time for completion is April 23, 2010.

### **4.0 EQUIPMENT**

- 4.1 All trucks and other equipment shall be in compliance with all applicable Federal, State and local laws, standards and regulations. All trucks and other equipment must be equipped with backup alarms. The Contractor is responsible for ensuring all loading and transport equipment complies with Federal, State and local laws, standards and regulations. The Contractor, prior to use, will inspect all equipment.

### **5.0 OTHER CONSIDERATIONS**

- 5.1 The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Contract.
- 5.2 The Contractor shall be duly licensed in accordance with the State and local statutory requirements to perform the work.
- 5.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this Contract.
- 5.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State and local laws, standards and regulations. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this Contract. Work shall be accomplished in a safe manner in accordance with Safety and OSHA Standards.
- 5.5 The Contractor is responsible for dust control. The Contractor shall be in compliance with all State and local laws, standards and regulations for dust control.
- 5.6 The City may suspend Contractor operations due to inclement weather.

## **6.0 FINAL DISPOSITION**

6.1 Final disposal of the processed debris will be the responsibility of the Contractor.

## **7.0 INSURANCE**

7.1 Prior to signing of Contractor, Contractor agrees to furnish the City with all applicable certificates of insurance. Contractor shall provide copies of insurance policies including all endorsements.

7.2 The Contractor shall save and hold the City harmless from and against all liability, claims and demands on account of personal injuries (including, without limitation, workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to rise out of or be in any manner connected with, the performance of this Contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be cause by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

## **8.0 PAYMENT**

8.1. Payment for work completed may be invoiced on a monthly basis.

8.2 For reasonable cause and/or when satisfactory progress has not been achieved by the Contractor during any period for which a payment is to be made, the City's authorized agent may retain a percentage of said payment, not to exceed 5% of the Contract value to insure performance of the Contract. Said cause and progress shall be determined by the City's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all Contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

8.3 The City may withhold payment or final payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

8.4 Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the City's authorized agent provided the Contractor has completed filing of all contractually-required documents and certifications with the City's authorized agent, including acceptable evidence of the satisfaction of all claims or liens.

## **9.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK**

9.1 Upon proper action by the Carroll City Council, the City's authorized agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done or any obligation incurred except upon written order by the City's authorized agent. If any change causes an increase or decrease in the

Contractor's cost, or the time required for, the performance of any part of the work under this Contract, the City's authorized agent, with City Council concurrence, shall make an equitable adjustment and modify the Contract in writing.

## **10.0 TERMINATION OF CONTRACT**

10.1 This Contract may be terminated at any time for the convenience of the City. The City agrees to pay the Contractor for all work completed through the termination date.

10.2 This Contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default.

## **11.0 WARRANTIES AND REPRESENTATIONS**

11.1 This Contract is binding upon and insures to the benefit of the City or assigns and is the whole agreement of the parties and governed by the law of the State of Iowa. The appropriate venue for any litigation resulting hereunder is Carroll County, Iowa.

11.2 The Contractor shall comply with all Federal, State, and local laws, standards and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this Contract under Federal and local law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

## **12.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS**

12.1 When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

12.2 Corrective Actions. If deficiencies are identified, the City may take action to correct those deficiencies using one, or in some cases a combination of, the following:

12.2.1 Reduced Value Deduction. The City may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the City or another contractor rather than the Contractor under this Contract. The amount of the deduction is equal to the value of the service(s) not performed.

12.2.2 The Contract may be terminated.

12.3 The City may discuss corrective actions with the Contractor to prevent future occurrences.

12.4 The City's authorized agent will notify the Contractor, in writing, of any observed non-compliance with the aforementioned Federal, State, or local laws, standards and regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the City's authorized agent of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the City's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

**13.0 NOTICES**

13.2 At the time of award, the Contractor shall designate, in writing, a representative to receive any Notice required hereunder and who shall be available at the local work site in Carroll, Iowa during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the City's authorized agent at the time of award.

13.2 The only City personnel authorized to receive any Notice required hereunder is the City's authorized agent. Said Notice must be hand-delivered during normal business hours to the location designated by the City.

**14.0 OTHER CONTRACTS**

14.1 The City reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

**15.0 ACCEPTANCE OF CONTRACT**

15.1 The Contractor shall provide all the documentation required as per Section 7.0 INSURANCE of this Contract and providing a list of all subcontracts and Proof of Insurance of all subcontractors being used under this Contract.

The Contractor shall provide the City the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of the Contractor or its employees.

The Contractor shall provide proof of Workman's Compensation as required by the State of Iowa.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on a Lump Sum Price of \_\_\_\_\_ (\$ \_\_\_\_\_).

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate, on the date first shown.

CITY OF CARROLL, IOWA

CONTRACTOR

By \_\_\_\_\_  
James Pedelty, Mayor

\_\_\_\_\_  
Contractor

(Seal)  
ATTEST:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Laura A. Schaefer, City Clerk

\_\_\_\_\_  
Title

FORM APPROVED BY:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
David S. Bruner, City Attorney

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone