

CONTRACT FOR DISASTER DEBRIS COLLECTION AND DISPOSAL SERVICES FOR DIAMONDHEAD, MISSISSIPPI

1.0 GENERAL.

The purpose of this contract is to remove and dispose of all eligible disaster generated debris from public right-of-ways (ROW) including City roads, parks, and other, in-use public property, within Diamondhead, Mississippi. The area to be included as part of this contract is located entirely within the City limits.

- 1.1 The terms outlined in the Request for Proposal including all required forms are hereby made a part this contract.

2.0 SERVICES.

The services described below include work anticipated and envisioned as requirements to respond to a disaster event. Specific services or tasks will be ordered using the bid schedule and/or task orders or change orders. When services or tasks are ordered all relevant paragraphs in this contract apply.

- 2.1. The Contractor shall provide all management, supervision, labor, materials, and equipment necessary for efficient and effective removal, disposal and reduction of all eligible debris.
- 2.2. The debris shall be taken to an approved disposal site. The existing permitted landfill sites located in Hancock County shall be the primary location for debris disposal. As the need arises, the City will designate TDSRS. The Contractor shall obtain all necessary and applicable permits.
- 2.3. The amount and type of debris to be removed under this contract is unknown. The unit price on the individual bid schedules will be used for payment.
- 2.4. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. A representative of the City shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the City prior to beginning the work.
- 2.5. Haul and Dispose. The work shall consist of clearing, separating, and removing any and all eligible debris (see definitions of eligible debris in para. 4.1) from maintained, in-use public property only, including ROW of streets and roads. Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible and to determine whether eligible debris is burnable or non-burnable; 2) loading and sorting the debris; 3) hauling the eligible debris to the appropriate dumpsite. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The Contractor is liable for all ineligible debris handled during the life of this contract. The City representative shall be immediately notified of any ineligible debris placed at the right of way for collection.

- 2.6. Remove mixed debris and construction and demolition (C&D) debris from City right-of-ways and/or other City public property to a temporary debris staging site or to a designated landfill site as determined by the City representative.
- 2.7. Vegetative debris reduction shall be accomplished by open burning upon approval by the Mississippi Department of Environmental Quality. Preparation and operation of the site for burning should meet all safety standards and recommendations by local and state officials with applicable responsibilities. Ash from the burning of the vegetative debris shall be tested as prescribed by any appropriate regulatory agency. If tests results allow, ash shall be land applied to the site and incorporated into the soil by tilling. Should the test results require, ash shall be loaded and transported to an approved landfill for disposal. Should regulatory restrictions or other circumstances preclude open burning as the method of vegetative debris reduction, the City may negotiate a change in the scope and pricing of work with the contractor to provide debris reduction by air curtain incineration, chipping, and / or grinding.
- 2.8. The Contractor shall be responsible for managing the debris reduction site. Responsibilities include but are not limited to: providing all weather road access for debris trucks, providing dust control, providing fire prevention treatments to the site, providing site security, managing the volume of debris in an orderly and safe manner, and stockpiling of material. The contractor shall provide inspection towers as specified in para. 6.6. The contractor shall provide a Household Hazardous Waste Containment Area as specified in para 4.4. The contractor is responsible for returning the debris reduction site to pre-disaster conditions. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours, 7 days per week. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by the City's Representative or otherwise required by law or regulation.
- 2.9. The Contractor shall make a maximum of three passes with a minimum of one weekend between each pass. The contractor shall not move from one designated work area to another designated work area without prior approval from the City. Scheduling of passes will be coordinated and approved by the City's Representative.
- 2.10. Any eligible debris, such as fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Partially uprooted stumps in the ROW may be eligible for removal. Holes present as a result of uprooted trees in the public ROW shall be back filled to ground level with approved soil. Hazardous limbs, leaning trees in the ROW and hazardous stumps partially uprooted in the ROW will be handled on a case by case basis using change orders or task orders to this contract after FEMA eligibility approval. The Contractor shall not enter onto private property during the performance of this contract.
- 2.11. The contractor shall collect and dispose of eligible white goods in a manner complying with all applicable Federal, State and Local laws and regulations. White goods include appliances such as refrigerators, freezers, stoves, washers, dryers, hot water heaters, and dishwashers. Removal and recycling of Freon from appliances and disposal of white goods shall be paid by the unit consistent with the bid schedule in compliance with all applicable Federal, State and Local laws and regulations.

- 2.12. The contractor shall collect and dispose of eligible electronic waste in a manner complying with all applicable Federal, State and Local laws and regulations. Electronic, ore-waste, refers to electronic products being placed at the ROW. These include a wide range of items, such as:
- Televisions and computer monitors
 - Computers and computer peripherals (e.g., monitors and keyboards)
 - Audio and stereo equipment
 - VCRs and DVD players
 - Video cameras
 - Telephones, cellular phones and other wireless devices
 - Fax and copy machines
 - Video game consoles
- 2.13. The contractor shall remove eligible hanging limbs, leaning trees, and stumps. Details of the work required in this effort and associated pricing will be negotiated after the disaster event and in advance of performance of the work.
- 2.14. The Contractor shall provide the equipment specified in the Equipment Rental section of the Bid Schedule with operators for initial emergency clearing of roads, streets, and public right-of-ways (ROW). The work shall consist of clearing "eligible" material as directed by the City. Ineligible material will not be handled under this contract. The contractor shall not enter any private property. The contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) the equipment specified. All hourly equipment rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates shall include the cost of protective clothing (to include hard-hats and steel toed boots), fringe benefits, hand tools, supervision, transportation and any other costs. The City may terminate the Equipment Rental work at any time. The Contractor will be given a minimum of 4 hours notice. This contract does not guarantee a minimum number of hours for Equipment Rental payment. Payment will be made based on verified hours worked as described above and **under no circumstances will exceed 70 hours per piece of equipment or per laborer.**
- 2.15. Contractors shall note that a significant portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project. Contractor shall notify the City of damages immediately.
- 2.16. The contractor shall use equipment and perform work in a manner to prevent damages to the City's infrastructure facilities and adjacent ROWs, 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. All equipment shall be approved by the City prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor. Contractor shall notify the City of damages immediately.
- 2.17. The contractor shall have a competent superintendent or project manager assigned to the City contract work. This individual shall be available in person to the City's Representative anytime work under this

contract is ongoing. This individual shall be the contractor's principal point of contact for operational issues shall attend all operational meetings and shall be prepared to brief operational status at meetings and in public forums.

- 2.18. The contractor shall schedule and conduct an annual meeting and training session for City personnel. The City expects this annual training to occur during the month of May each year and address topics such as the contractor's operational plans for the City, FEMA eligibility criteria for debris operations, and actions required by the City to better prepare for the possibility of a natural disaster.
- 2.19. 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.
- 2.20. The City government reserves the right to inspect the site, verify quantities and review operations at anytime.
- 2.21. All work shall be accomplished in a safe manner in accordance with City and OSHA standards.

3.0 LOAD TICKETS.

- 3.1. Load Tickets shall be used for recording the cubic yard volume of debris removed for disposal. Load tickets may be adapted to document for payment the removal / disposal of other debris such as white goods. Load tickets shall be provided by the contractor. A copy of the load ticket to be used by the contractor shall be submitted for City approval prior to beginning work. The Contractor shall provide all load tickets to the City. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four-parts. A sample load ticket is included as an attachment.
- 3.2. Each ticket shall contain the following information:
 - Ticket Number
 - Contract Number
 - Contractor Name
 - Date
 - Truck or Roll-off Number
 - Truck Capacity
 - Point of Debris Collection
 - Loading Departure Time
 - Dump Arrival Time
 - Percent of Load
 - Actual Debris Volume
 - Debris Eligibility (YIN)
- 3.3 A minimum four-part load ticket will be issued by a City monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the entire four-part load ticket to the City monitor. The City monitor will verify the hauler and equipment and establish a percentage of truck capacity, or actual cubic yards, of the eligible cubic yardage of debris load. If documenting percentage, the monitor must calculate the actual cubic yardage of the load. The actual cubic yards will be recorded on the load ticket by the City monitor to the nearest cubic yard and document the data on the load ticket. The original is kept by the City and is used as the basis for payment. The load tickets shall be submitted with the daily operational report.

4.0 DEBRIS CLASSIFICATION.

- 4.1 Eligible Debris. Eligible debris is considered all Disaster related debris that is located within the right of way, and maintained, in-use public property, and defined below.
- The debris must present an IMMEDIATE HEALTH & SAFETY threat to the general public or to the users of an eligible facility.
 - The debris must be the legal responsibility of the eligible applicant.
- 4.2 Tree Eligibility:
- Dangerous tree hangers two (2) inches or greater in diameter are also eligible.
 - An uprooted tree with exposed roots shall be removed in its entirety, and the stump hole shall be back-filled by the contractor or applicant with compatible material.
 - Standing, dead trees are not eligible for removal.
 - Trees on private property which lean toward the road, which are at risk of falling and are of sufficient size to threaten the roadway or will fall across a fence line, shall be removed by cutting the tree at the right-of-way.
- 4.2 Construction demolition and household debris from public facilities placed within the applicant's right-of-way is eligible for removal and to be taken to the designated landfill site. **The Contractor shall pay all tipping fees.** Construction and household debris should not be mixed with vegetative debris or appliances. Hazardous and toxic waste shall not be mixed with construction and household debris, woody debris or appliances. Household garbage shall not be collected. The contractor shall provide an inspection tower as specified in para. 6.6 at each disposal site.
- 4.3 Stumps: The removal and disposal of all stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor. Stumps 24" or larger hauled separate from other debris shall be individually measured by the City and converted to cubic yards using the attached Stump Conversion Table. Partially uprooted stumps with an exposed root ball on improved public property or ROW 24" or larger that create an immediate threat to life, public health, and safety which have to be extracted by mechanical means may be addressed on a case by case basis by the City after FEMA approval. Stumps not approved in advance by FEMA shall be paid for on a cubic yard basis, on the location that the stump was found. Stumps off private property are considered DEBRIS, and paid for using the national conversion chart.
- 4.4 HOUSEHOLD HAZARDOUS WASTE: The Contractor will be required to construct a Household Hazardous Waste (HHW) containment area at the disposal site(s). This containment area will consist of an earthen berm with a non-permeable liner. The HHW containment area must be covered at all times with a non-permeable cover. Material which is found to be classified as HHW shall be reported immediately to the City's Representative. This material shall be segregated from the remaining debris using a method that will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW containment area. Disposal of the HHW debris will be coordinated by the City's Representative. Payment for this work shall be included in the cost for Debris Reduction Site Management (para. 2.8).

5.0 PERFORMANCE SCHEDULE.

- 5.1. Debris removal and disposal shall begin within twenty-four (24) hours of receipt of notice to proceed.
- 5.2. Prior to commencing debris removal and disposal operations, the contractor shall, with the City's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan shall be updated every week throughout the operation period.
- 5.3. All activity associated with debris removal operations shall be performed during daylight hours. The contractor may work seven days per week, including holidays.
- 5.4. The City may initiate additions or deletions to the contract by written change orders. Both parties pursuant to applicable city, City, state and federal law will equitably negotiate subsequent changes in cost and completion time.
- 5.5. The City expects a reasonable daily production rate. All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the City's Representative that the last load of debris has been delivered, unless the City's Representative initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$500.00 per calendar day for any time over the maximum allowable time established.

6.0 EQUIPMENT.

- 6.1. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment. **"Hand loading" of trucks and trailers is prohibited in work under this contract.** Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than one foot above the metal bedsides. All extensions are subject to acceptance or rejection by the City. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The Contractor shall inspect all equipment prior to use. The City will provide a form for this purpose. The applicant has the right to reject any equipment that comes to a job.

- 6.2. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information:
- CompanyName
 - Truck Number
 - Cubic Yardage
 - Inspectors Name and Date

An example sign is included as an attachment.

- 6.3. Prior to commencing debris removal operations, the Contractor shall present to the City all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Measurements will be made jointly by the contractor and a City representative. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The City may, at any time, request that the trucks be re-measured. Maximum volumes may be rounded to the nearest cubic yard ($<18.5 \text{ CY} = 18 \text{ CY}$ - $>18.5 \text{ CY} = 19 \text{ CY}$). The contractor shall notify the City each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.
- 6.4. Trucks or equipment, which is designated for use under this contract, shall not be used for any other work during the working hours of this contract. The contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
- 6.5. Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the City.
- 6.6. The contractor shall provide an inspection tower at the Debris Reduction Site(s) and at the designated Environmental Landfill(s). This tower shall be constructed such that the City's monitor can see the bed when empty and to fully view the debris load (at least 10 feet above the existing ground surface), for the purpose of establishing the loaded volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements. The tower shall be constructed using pressure treated wood. The floor area shall be 8' by 8', constructed of 2" x 8" joists, 16" O.C. with 5/8" plywood supported by four 6" x 6" posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2" x 4" studs and 1/2" plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'-6" of head room below the support beams. Access shall be provided by wooden steps with a hand rail. The towers shall include a writing surface area. The contractor may provide a mechanical lift or scaffolding to be used in place of the constructed tower, but only if approved in advance by the City. The contractor shall remove and dispose of the inspection towers following completion of the debris removal. The contractor shall provide portable restroom facilities at all dumpsites. Payment for the portable restrooms and towers should be reflected in the cubic yard price for debris removal. No separate pay line item will be made for tower(s) or portable restroom facilities.

7.0 REPORTING.

7.1. The Contractor shall coordinate with the City's debris removal monitoring firm to ensure daily reporting is provided to the City.

8.0 OTHER CONSIDERATIONS.

- 8.1. 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.
- 8.2. The Contractor shall be duly licensed in accordance with the state's and City's statutory requirements to perform the work.
- 8.3. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City:
- 8.4. 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 personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the City's Representative and is coordinated with appropriate departments. Traffic control is the responsibility of the Contractor(s) and shall be accomplished in conformance with local traffic codes. Work shall be accomplished in a safe manner in accordance with City and OSHA standards.
- 8.5. The Contractor shall be responsible for contacting Mississippi One Call (811), and any other utility company for the purpose of identifying utility lines and components in advance of work. Repair of damages to utility lines and components are the responsibility of the Contractor.
- 8.6. The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations. Copies of all documentation granting approval shall be provided to the City.
- 8.7. The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- 8.8. The City may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.9. The Contractor shall employ as many local residents and subcontractors as possible as part of this contract. Preference, to the extent feasible and practicable, shall be given to those organizations, firms, or individuals residing or doing business primarily in Diamondhead, Mississippi area.

9.0 FINAL DISPOSITION

Landfill disposal fees for construction and demolition debris (C&D) and ash from burning operations are the responsibility of the Contractor. The method of final disposition will be determined by the contracting authority.

10.0 MEASUREMENT

Measurement for all eligible debris removed shall be by the cubic yard as determined by the eligible debris delivered to dumpsite, as supported by the load ticket. Load tickets shall document measurement. Compensation will be based on completed load tickets administered and validated by the City's monitors based on the Contractor's unit price per cubic yard hauled from the rights-of-way and/or maintained in-use public property.

11.0 BONDING AND INSURANCE

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the City of (1) certificates of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the City, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the City reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation/Employers' Liability Insurance in at least the limits as required by the Mississippi Workers Compensation Act.
 - (2) Comprehensive General Liability Insurance, including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000.00/\$3,000,000.
 - (3) Comprehensive Automobile and Truck Liability, covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000.00/\$3,000,000. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City Clerk, 5000 Diamondhead Circle, Diamondhead, Mississippi 39525. Contractor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.

- (2) Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the Contractor.
- (3) The term "City" or "Diamondhead" shall include all Authorities, Boards, Bureaus, Commissions, Councils, Divisions, Departments, and Offices of the City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- (4) The City shall be endorsed to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the City to any such future coverage, or to the City's Self Insured Retention's of whatever nature.

C. Contractor hereby waives subrogation rights for loss or damage against the City.

- 11.1. The Contractor shall save and hold the City, State of Mississippi, US Government, their respective employees, officials and agents 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 arise 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 caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

12.0 PAYMENT.

- 12.1. Payment for work completed may be invoiced on a monthly basis. Invoices shall be based on reconciled load tickets from the daily operational reports. Payment will be based on the unit pricing submitted by the contractor in the attached Bid Schedule. Work included in these specifications and not identified in the Bid Schedule will be priced by change order or supplemental agreement to this contract.
- 12.2. Time is of the essence to the performance hereunder and the City shall recover from the Contractor any delay costs caused by the acts or omissions of the contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. If the Contractor has not been paid within thirty days following the date of hand delivery to the City's authorized agent of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at the rate of one and one-half percent per month calculated from the expiration of the thirty day period until fully paid. Payment made is based on the post mark date or hand delivery date. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.
- 12.3. 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 10 % 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.

- 12.4. 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. Any liquidated damages should be equal to daily monitoring costs and other costs incurred by lengthening the contract duration.
- 12.5. 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.

13.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK

Upon proper action by the Governing Body, 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 of, or the time required for, the performance of any part of the work under this contract, the City's authorized agent, with City concurrence, shall make an equitable adjustment and modify the contract in writing.

14.0 TERMINATION OF CONTRACT

- 14.1. This contract may be terminated at any time for the convenience of the City for any reason. The City agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.
- 14.2. 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, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

15.0 WARRANTIES AND REPRESENTATIONS

- 15.1. 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 Mississippi. The appropriate venue for any litigation resulting herein is the Hancock County, Mississippi.
- 15.2. The Contractor shall comply with all Federal, State, City, and municipal laws, ordinances, 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 local and Federal 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.

16.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

- 16.1. When the Contractor's work does not conform to the contract requirements completely, a deficiency exists. If a deficiency 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.
- 16.2. If deficiencies are identified, the City must take action to correct those deficiencies using one, or in some cases a combination of, the following:
 - 16.2.1. Stop Unsafe Work. The City's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
 - 16.2.2. Issue a Stop Work Order. If the City's authorized agent determines the deficiency is serious, the City can issue a stop work order.
 - 16.2.3. 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. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods allowed by the contract clause entitled "Inspection of Services".
 - 16.2.4. The City's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or 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, the Contractor shall 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.
 - 16.2.5. The City may discuss corrective actions with the Contractor to prevent future occurrences.
 - 16.2.6. The Contract may be terminated.

17.0 NOTICES

- 17.1. At the time of award, the Contractor shall designate, in writing, a Contractor Representative to receive any Notice required hereunder and who shall be available at the local work site in Diamondhead, Mississippi, 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.
- 17.2. 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.

18.0 OPTION TO EXTEND THE TERM OF THE CONTRACT

- 18.1.1 The City may extend the term of this contract by written notice to the Contractor in advance of each contract anniversary date. If the City exercises this option, the extended contract shall be considered to include this option clause.
- 18.1.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 (five) years.
- 18.1.3 If the City exercises this option, the prices shown in the Bid Schedule may be adjusted on the anniversary date of the contract not to exceed a percentage equal to the percent change in the Consumer Price Index as published U.S. Department of Labor, Bureau of Labor Statistics. The contractor shall present in advance of the anniversary date of the contract, a proposal for option year pricing.
- 18.1.4 Should the City and the Contractor be unable to agree on pricing or other terms of the contract, the City is under no obligation to exercise the option to extend the term of the contract.

19.0 OTHER CONTRACTS.

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

20.0 ATTACHMENTS

- Example Daily Haul Records
- Example Load Ticket
- Example Truck Placard
- Bidding Schedule
- Bidding Schedule for Rental Equipment
- Stump Conversion Chart

21.0 ACCEPTANCE OF CONTRACT

The Contractor shall provide all the documentation required as per this contract within the specified time limit, and providing a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under this contract.

The Contractor shall provide 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 to Diamondhead, Mississippi.

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

As agreed upon by the Governing Body of The City of Diamondhead, Mississippi and (Contractor name), local sub-contractors and individuals will be used, to the extent possible, during this debris removal project.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor in the Bid Schedule.

IN WITNESS WHEREOF, the parties have agreed to the above requirements and have entered into the above contract this the _____ day of _____ 2021.

Diamondhead, Mississippi

(Contractor)

By: _____

By: _____

Name

Name

Title

Title