

CONTRACT FOR STORM DEBRIS MANAGEMENT

THIS CONTRACT, made this ____ day of _____, 20____ by Waste Management of Texas, Inc. (hereinafter called "Contractor"), and the City of _____, (hereinafter called "City").

WHEREAS, the City desires to retain a contractor experienced in providing debris cleanup services to assist with the removal and disposal of storm debris generated by **insert name of disaster/storm**; and

WHEREAS, Contractor is experienced in providing disaster management services including debris cleanup; and

WHEREAS, Contractor has sufficient expertise, personnel, equipment, vehicles and applicable government approvals to provide the services contemplated hereunder; and

WHEREAS, City desires to retain Contractor to provide the debris cleanup services described herein and Contractor desires to provide such services to City;

NOW, THEREFORE, the City and Contractor hereby agree as follows:

1. Storm Damage Cleanup - Scope of Work

The City hereby awards to Contractor the exclusive right to provide storm debris clean-up services to the City resulting from **insert name of storm/event**. Contractor will prepare and load storm debris that has been placed on such City street rights-of-way, as directed by the designated official of the City's Solid Waste Management or other department and haul such debris to a properly permitted disposal site mutually agreed upon by the parties. Only debris placed on City's public rights-of-way will be removed. The Contractor shall be solely responsible for the means, methods, techniques, safety program and procedures used in carrying out its services. Removal of debris from private property is not covered hereunder. Standing trees will not be pruned or removed under this Contract, except as specifically authorized in writing by the City and agreed to by the Contractor. All trucks and equipment provided will be of the design and type required to handle storm debris. To facilitate loading and provide for public safety, streets will be closed on a scheduled basis as required. The Contractor will make **a total of _____ sweep(s)** of all of the streets within the City limits where storm damage has occurred.

2. Contractor and City Representative

The Contractor shall assign a knowledgeable and responsible representative to oversee and implement all actions required to perform the services described herein. The identity of Contractor's representative shall be provided to the City within 24 hours of City's notification to Contractor to commence services hereunder.

The City will designate a knowledgeable and responsible representative to be the primary point of contact for working with Contractor and answering any onsite questions prior to and after the notice to proceed is issued.

The Contractor shall supervise and/or direct all contracted services.

3. Term of Agreement

The term of this Agreement shall commence on _____ and continue until the cleanup has been completed and approved by the City/or for _____ months from the date of City's notice to proceed.

4. Time Schedule

The Contractor will commence mobilization promptly upon a written notice to proceed from the City. Contractor estimates that full mobilization will occur within _____ days of receiving City's notice to proceed. Contractor shall perform the services described herein expeditiously and clean-up shall continue until it is completed and approved by the City. Services will be provided by the Contractor on Mondays through Saturdays, with no work to be performed on Sundays or before daylight or after nightfall on any day unless mutually agreed by both parties to extend the time. Work schedules by the Contractor shall take into account the operating hours of the disposal site and adjust accordingly as necessary.

5. City Obligations

The City shall furnish to Contractor all information and documents necessary for the commencement of contracted services, to include a valid written notice to proceed. The City shall be responsible for issuing all public service announcements to advise its citizens and agencies of the available debris services and related matters. The Contractor shall assist the City in developing any public service announcements, if requested.

6. Compensation

The compensation payable to the Contractor for work performed pursuant to this Contract shall be in accordance with as Exhibit "A" which is attached and incorporated fully by reference into this Agreement. If necessary, the basis for volume determination shall be based upon the capacity of the individual trucks. The maximum load capacity of each hauling vehicle shall be rounded to the nearest whole cubic yard. The current volume is estimated at _____ cubic yards and will be adjusted to real and actual quantities by mutually agreed upon change orders.

7. Payment

The Contractor will invoice the City each Monday for the previous week's work performed. On the following Monday, the Contractor will receive a check providing the required compensation for the services provided, in accordance with Exhibit "A." Payment for the services to Contractor is the City's responsibility and shall not be affected by or contingent upon the City's application for or receipt of funding or benefits from any other governmental entity or agency.

Contractor shall promptly make payments to all persons supplying materials or subcontractors in the prosecution of the work, and to all laborers and other employed thereon, but in no event later than thirty (30) days from the date of City's payment to Contractor.

8. Traffic Control

All reasonable precautions will be taken to maintain traffic flow with as little interference as possible. When needed, the City will provide local law enforcement personnel to assist with proper traffic flow within the City.

9. Liability Insurance and Indemnity

The Contractor will provide the City with certificates of insurance evidencing the following coverages:

- a) Workers Compensation - Statutory
- b) Employer's Liability - \$1,000,000
- c) Auto Liability Bodily Injury \$1,000,000 each person
\$1,000,000 each accident
Property Damage \$1,000,000 each accident
- d) Commercial General Liability Bodily Injury \$1,000,000 each person
\$1,000,000 aggregate
Property Damage \$1,000,000 each person
\$1,000,000 aggregate

e) Umbrella Policy - \$1,000,000

Contractor shall be responsible for all damages to property of the City that are caused by or result from the negligence of Contractor, its employees or agents, during the progress of or connected with the prosecution of the work under this Agreement.

Contractor shall indemnify and save harmless the City and its officers and agents thereof from all claims, suits, and proceedings of every name and description which are brought against the City or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation to the extent caused by the negligent acts or negligent omission or willful misconduct of Contractor, its agents, employees, servants or workmen in the performance of the services under this Agreement.

10. Subcontractors

The Contractor may use the services of subcontractors in connection with the provision of the services described herein. The Contractor shall be responsible for the negligent acts and omissions of its subcontractors and nothing contained herein shall create any contractual relationship between the City and any subcontractor. The Contractor shall supply the identity of the subcontractors and material suppliers when requested to do so by the City.

11. Additional Services

The Contractor may be available to provide additional disaster relief services to the City including, but not limited to those set forth on Exhibit "B" which is attached hereto and incorporated herein. Should the City require additional services in providing for the clean-up work from Hurricane Ike, the Contractor agrees to negotiate with the City for the specific requirements that exceed the scope of duties outlined in this Agreement. Additional services, as mutually agreed between the City and the Contractor, will be provided only upon the specific written authorization by the City to the Contractor.

14. Force Majeure

From and after the date of this Agreement, the Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes may include by way of example and not limitation, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements, labor strike, lockout or injunction.

15. Default

If Contractor fails to materially perform and carry out any of the terms, covenants and conditions of the Contract, notice in writing of the deficiencies shall be given Contractor by the Purchasing Agent of the City, and if Contractor fails to cure the deficiencies in its performance after fifteen (15) days of receipt of such notice, Contractor shall be deemed in default, and the Purchasing Agent may terminate and cancel the Contract.

This termination shall not affect or terminate any of the rights of either party which may accrue because of the default, and the above provision shall be in addition to all other rights and remedies available to the parties under the law.

The waiver of a breach of any term, covenant of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement.

16. Notice

Any notice, request, report or other document required or permitted under this Agreement shall be in writing and sent by U.S. mail, postage prepaid and addressed to the party to be notified at the addresses which follow (or such other address as such party may hereafter designate by written notice) and shall be effective upon receipt. Notices also may be sent by facsimile to the numbers provided below provided written notice also is promptly mailed.

To the City: _____

To Contractor: _____

with a copy to: Waste Management
Attn: Legal Counsel
9708 Giles
Austin, Texas 78754

17. Miscellaneous

All Contractor trucks shall bear City provided signage during the entire performance period. All trucks hauling and dumping debris shall have capacity signage.

Work areas shall be mutually planned.

Contractor shall keep City's Representative apprised of progress of the work.

Contractor shall be responsible for establishing routes and scheduling, and for coordinating deliveries with the designated disposal facilities in accordance with agreement of City's Representative.

It is also agreed that if the City shall determine that it is in the City's best interest, the City shall notify the Contractor to terminate the work within ten (10) days. The Contractor shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the Contract and vacating the construction site. No claim shall be made by the Contractor for any change order or termination, by reason of any variation between the approximately quantities and the quantity of work as done, or for lost profits.

It is further agreed that the Contractor will not discriminate against any employee or applicant because of race, color, creed, sex, or religion.

Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN WITNESS WHEREOF, the City and the Contractor have agreed to enter into this Agreement upon these terms, as allowed by each party's authorized representative as duly attested to below, all as of the day and year first above written.

CONTRACTOR:

By: _____

Title: _____

THE CITY OF _____

By: _____

AUTHORIZED SIGNATURE

Title: _____

EXHIBIT A
STORM DEBRIS MANAGEMENT RATES - City of _____

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EXHIBIT "B"

1. Emergency Push/Road Clearance - The cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the City.
2. Right of Entry Work - Removal of debris from private property/residences. This service may include the demolition of structures as approved and directed by the City. The City shall be responsible for providing the necessary rights-of-entry to perform the work.
3. Demolition of Structures - Removal of structures designated for removal by and at the direction of the City.
4. Temporary Processing Site Management - The provision and utilization of management, personnel, materials, vehicles and equipment necessary or required to design, create, and manage temporary disposal sites. The City will determine the location of the site and obtain the necessary permits and other government approvals necessary for the conduct of the work. These services also include site mobilization and site restoration.
5. Debris Processing - Grinding, chipping, separating, segregating debris and other related services. Debris processing will be performed at temporary processing sites unless specified otherwise.
6. Removal of hazardous and industrial waste materials - Removal and proper disposal of hazardous wastes and/or substances and industrial wastes. Removal may include the construction of a storage area for such wastes to utilize until the wastes can be removed and transported to a proper disposal facility.
7. Tree pruning and/or removal - Pruning and/or removal of trees adversely affected by the storm.
8. Stump removal - Pulling, loading, transportation, storage, reduction and/or disposal of stumps.