

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ACCEPTING THE PROPOSAL FROM CROWDER GULF FOR A PRE-EVENT CONTRACT FOR DISASTER RECOVERY ASSISTANCE; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PRE-EVENT CONTRACT; AND FOR OTHER PURPOSES.**

WHEREAS, the City of North Little Rock (the “City”) has advertised for Request For Proposals (“RFP”) for qualified individuals/firms for pre-event disaster recovery assistance under RFP 19-3589 issued April 18, 2019 to manage, remove and lawfully dispose of disaster-generated debris from designated public property, right-of-way, easements and possibly private property in North Little Rock, Arkansas, immediately after a natural or manmade disaster in order to eliminate immediate threats to the public’s health and safety; and

WHEREAS, after evaluating all proposals and contacting references, Crowder Gulf located in Theodore, Alabama, ranked the highest in meeting the RFP requirements; and

WHEREAS, Crowder Gulf’s Bid Proposal can be found with the Department of Commerce before execution of the contract and will be filed at the City Clerk’s office with the fully executed contract; and

WHEREAS, the City has previously contracted with Crowder Gulf for disaster recovery, and believes it is in the best interest of the City to execute this contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the highest ranked proposal submitted by Crowder Gulf is accepted.

SECTION 2: That the Mayor and City Clerk are hereby authorized to enter into a pre-event contract (substantially similar to Exhibit A attached hereto) which would result in no immediate cost to the City until a natural or manmade disaster occurs in the City of North Little Rock to manage, remove and lawfully dispose of disaster-generated debris as identified in the RFP.

SECTION 3: That all contracts/agreements outlined and approved herein will be reviewed and approved by the City Attorney’s Office prior to the execution thereof.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

\_\_\_\_\_

\_\_\_\_\_  
Mayor Joe A. Smith

SPONSOR:

ATTEST:

*Joe A. Smith* <sup>by</sup> *m-sm*  
\_\_\_\_\_  
Mayor Joe A Smith

\_\_\_\_\_  
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

*Amy Beckman Fields* <sup>by</sup> *m-sm*  
\_\_\_\_\_  
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/cf

FILED _____ A.M. _____ P.M.
By _____
DATE _____
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>
RECEIVED BY _____



## DRAFT CONTRACT

### PRE-STORM CONTRACT FOR DEBRIS MANAGEMENT SERVICES

**THIS CONTRACT** is by and between THE CITY OF NORTH LITTLE ROCK, (hereinafter the "City,") acting herein through its Mayor, Joe A. Smith, and Crowder Gulf, (hereinafter "Contractor"), a company duly authorized to do business in the State of Arkansas, and takes effect on the date signed by the City.

WHEREAS, it is foreseen that it may be in the public's interest to provide for the expedient removal of storm debris within the corporate limits of the CITY, plus recovery Technical Assistance to the appointed and elected officials resulting from a future storm or manmade event; and

WHEREAS, the CITY has in the past suffered the full force and effects of major storms and the resulting destruction brought upon the CITY by such storms or manmade disasters; and

WHEREAS, the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the CITY and its citizens are a major concern and a primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, Contractor has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the CITY and the Contractor have agreed to the scope of services, prices, terms and conditions as set out in this Contract; and

THEREFORE, said parties do agree to the following stipulations and conditions.

## 1.0 SERVICES

### 1.1 Scope of Contract Services

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris (herein referred to as "Debris"), including hazardous and industrial waste materials and within the time specified in Section 3.3 of this Contract. Emergency push, Debris removal and demolition of structures will be limited to: 1) That which is determined to eliminate immediate threats to life, public health and safety; 2) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of Debris accumulated on all public, residential and commercial properties, streets, roads, other right-of-ways and public school properties, including any other locally owned facility or site as may be directed by the City. Contracted services will only be performed when requested and as designated by the City.

The Contractor shall load and haul the Debris from within the legal boundaries of the municipality to a site(s) specified by the City as set out in Section 4.8 of this Contract.

### 1.2 Emergency Push/Road Clearance

The Contractor shall accomplish the cutting, tossing and/or pushing of Debris from the primary transportation routes as identified by and directed by the City. This operational aspect of the scope of contracted services shall be for the first 72 (plus or minus) hours after an event. Once this task is accomplished, the following additional tasks will begin as required.

### 1.3 Right-of-Way (ROW) Removal

The Contractor shall remove all debris from the ROW of the City when directed to do so by the City. The Contractor shall use reasonable care not to damage any City or private property not already damaged by the storm event. Should any property be damaged due to negligence on the part of the Contractor, the City may either bill the Contractor for the damages or withhold funds due to the Contractor.

#### 1.4 Right-of-Entry (ROE) Removal (if implemented by the City)

The Contractor will remove ROE debris from private property with due diligence, as directed by the City. The Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save, i.e., trees, small buildings, etc. The Contractor will exercise caution when working around public utilities, i.e., gas, water, electric, etc. Every effort will be made to mark these utilities but the City does not warrant that all will be located before Debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

#### 1.5 Demolition of Structures (if implemented by the City)

The Contractor will remove structures designated for removal by and at the direction of the City. The Contractor agrees to remove in a timely manner all structures as determined by the City as set out in Section 1.1 of this Contract.

#### 1.6 Private Property Waivers

The City will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of Debris and/or demolition of structures from residential and/or commercial properties, as set out in Section 1.4 and 1.5 above.

#### 1.7 Disaster Recovery Technical Assistance

The Contractor will provide Disaster Recovery Technical Assistance to elected and appointed officials with the City. This service shall include Debris Program Management Assistance. This is the concept of complete recovery management support where the Contractor would assist a local government applicant on all aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the City officials and therefore, these services shall be provided by the Contractor through a consulting firm acceptable to the City and in the form of guidance and consultation.

#### 1.8 Contract Documents

This Contract shall consist of the following documents:

- (a) This Contract, and any amendments thereto;
- (b) The RFP, including addenda, dated April 18, 2019;
- (c) The Proposal submitted by Contractor on May 2, 2019.

## 2.0 PERFORMANCE OF SERVICES

### 2.1 Description of Services

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the City.

### 2.2 Cost of Services

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the City, including, but not limited to, that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

### 2.3 Matters Related to Performance

#### 2.3.1 Subcontractor(s)

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all of its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractors and the City. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the City.

#### 2.3.2 Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses, including accounting and attorney's fees, rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

### 3.0 STANDARDS OF PERFORMANCE

#### 3.1 Contractor Representative

The Contractor shall have a knowledgeable and responsible Representative report to the City's designated Contract Representative within 24 hours following the execution of this Contract. The Contract Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

#### 3.2 Mobilization

When the written Notice to Proceed has been received by the Contractor and/or the onsite Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

#### 3.3 Time to Complete

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract. Time of completion will be determined once extent of damage has been determined and working days shall be in accordance with Section 5.8 of this Contract.

#### 3.4 Completion of Work

The Contractor shall be responsible for removal of all Debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

#### 3.5 Extensions

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent in writing by both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

#### 3.6 Term of Contract

Upon approval by the City Council, the term of the Contract shall be for three consecutive years beginning on the date signed by the City.

### 3.7 Contract Renewal

This Contract may be renewed for an additional two years after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 (Hourly Rates for Emergency Response Debris Services) of this Contract may be reviewed on an annual basis, at which time amended unit cost may be submitted by the Contractor to the City to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s).

### 3.8 Termination of Contract

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, as well as any demobilization costs that were a part of the original Contract.

This Contract may 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, 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 within 24 hours of delivery of notice of said deficiency. The City retains all other legal and 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. In the event of default in the terms of this Contract by Contractor, Contractor shall pay all costs incurred by the City to enforce the terms of this Contract including, but not limited to, reasonable attorney's fees.

### 3.9 Liability for Errors

While the City has made considerable efforts to ensure an accurate representation of information in this request for proposals, the information contained in the RFP is supplied solely as a guideline. The information is not guaranteed or warranted accurate by the City, nor is it necessarily comprehensive or exhaustive.

### 3.10 Liability Insurance



The Contractor agrees to and shall procure and maintain during the duration of this work, Contractor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Contractor or a subcontractor of the Contractor, and said insurance shall name as additional insured, waive and hold harmless the City.

Certificates of Insurance shall be filed with the City Clerk of North Little Rock and shall list the City as additional insured. All liability insurance must contain contractual action over claims cause; insurance shall be written with limits of liability of not less than the following:

- A. \$1,000,000 primary limit for all damages arising out of bodily injury, including death.
- B. \$1,000,000 primary limit for all property damage.

### 3.11 Workers Compensation Insurance

Contractor shall provide Workers Compensation Insurance and maintain at its expense during the term of the project, in accordance with Workers Compensation laws of the State of Arkansas, including occupational disease provisions, for all of the Contractor's employees, and in case any work is sublet, Contractor shall require any such subcontractors similarly to provide Workers Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case employees engaged in hazardous work under this Contract are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Contractor's Workers Compensation coverage.

### 3.12 Payment and Performance Bonds

The Contractor shall provide a Letter of Bonding Capacity showing the Contractor's ability to bond a minimum of one million dollars (\$1,000,000). Upon Notice to Proceed the Contractor shall provide payment and performance bonds in the amount of one million dollars (\$1,000,000) issued by a corporate surety registered and authorized to do business in the State of Arkansas.

## 4.0 GENERAL RESPONSIBILITIES

### 4.1 Other Agreements

The City may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements.

#### 4.2 Other Obligations

The City shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written Notice to Proceed. A representative will be designated by the City to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed. The City is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the City with the development of Debris-based PSA(s), if requested.

#### 4.3 Conduct of Work

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a designated City Representative. The Contractor shall have and require strict compliance with a written Code of Ethics.

#### 4.4 Supervision

The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the designated City Representative shall be a binding as if given to the Contractor.

#### 4.5 Damages

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

#### 4.6 Other Contractor(s)

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

#### 4.7 Ownership of Debris

All Debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal, unless directed otherwise by the City. The Debris will consist of, but not be limited to, vegetative, construction and demolition, white goods, hazardous waste, and household solid waste.

#### 4.8 Disposal of Debris

Unless otherwise directed by the City, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible Debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the City and the Contractor. Other sites may be utilized as directed and/or approved by the City.

### 5.0 GENERAL TERMS AND CONDITIONS

#### 5.1 Geographic Assignment

The geographic boundary for work by the Contractor's crews shall be as directed by the City and will be limited to properties located within the City's legal boundaries.

#### 5.2 Multiple, Scheduled Passes

At the City's discretion, Contractor shall make scheduled passes at the direction of the City and/or unscheduled passes of each area impacted by the storm event. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional Debris placement at the ROW by the citizens and the City.

#### 5.3 Operation of Equipment

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load Debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should

operation of equipment be required outside of the public ROW, the City will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

#### 5.4 Certification of Load Carrying Capacity

The Contractor shall submit to the City a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned Debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the City and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the City.

#### 5.5 Vehicle Information

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up. The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul Debris. All vehicles or equipment used for hauling will have and use a metal tailgate and sideboards will be limited to those that protect the load area of the trailer.

#### 5.6 Security of Debris During Hauling

The Contractor shall be responsible for the security of Debris on/in each vehicle or piece of equipment utilized to haul Debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no Debris extends horizontally beyond the bed of the equipment in any direction. All loose Debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown Debris from the roadway(s).

#### 5.7 Traffic Control

The Contractor shall mitigate impact on local traffic conditions to all extent possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and

barricading to ensure the safety of vehicular and pedestrian traffic at all Debris removal, reduction and/or disposal site(s).

#### 5.8 Work Days/Hours

The Contractor may conduct Debris removal operations from sunup to sundown, seven days per week. Any mechanical, Debris reduction operations or burning operations may be conducted from 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the City following consultation and notification to the Contractor.

#### 5.9 Hazardous and Industrial Wastes

The Contractor shall set aside and reasonably protect all hazardous and industrial materials encountered during Debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the City.

#### 5.10 Stumps

All hazardous/eligible stumps identified by the City will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Section 7.0 of this Contract.

#### 5.11 Utilizing Local Resources

The Contractor shall, to every extent possible, give priority to utilizing resources within the City. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

#### 5.12 Work Safety

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the City and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

### 5.13 Inspection and Testing

All Debris shall be subject to adequate inspection by the City or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, invoices and other relevant records and documentation.

### 5.14 Other Agencies

The term "Government" as used in this Contract refers to those governmental agencies which may have a regulatory or funding interest in this Contract.

## 6.0 REPORTS, CERTIFICATION AND DOCUMENTATION

### 6.1 Accountable Debris Load Forms

The City shall accept the serialized copy of the Contractor's Debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of Debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional Debris handling for volume reduction and/or the possible requirement for a Debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

### 6.2 Reports

The Contractor shall submit periodic, written reports to the City as requested or required, detailing the progress of Debris removal and disposal. These reports may include, but are not limited to:

#### 6.2.1 Daily Reports

The daily reports may detail the location where passes for Debris removal were conducted, the quantity of debris (by type) removed and disposed of and the total number of personnel crews engaged in Debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the Debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

### 6.2.2 Weekly Summaries

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the City.

### 6.2.3 Report(s) Delivery

The scheduling, point of delivery and receiving personnel for the Debris operations report(s) will be directed by the City in consultation with the Contractor.

### 6.2.4 Final Project Closeout

Upon final inspection and/or closeout of the project by the City, the Contractor shall prepare and submit a detailed description of all Debris management activities to include, but not limited to the total volume, by type of Debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the City. If requested, any other additional information as may be necessary to adequately document the conduct of the Debris management operations for the City and/or Government.

## 6.3 Additional Supporting Documentation

The Contractor shall submit sufficient reports and/or documentation for Debris loading, hauling, disposal, and load capacity measurements as may be required by the City and/or Government to support requests for Debris project reimbursement from external funding sources.

## 6.4 Report Maintenance

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, Debris reporting tickets and contract correspondence for a period of not less than three (3) years.

## 6.5 Contract File Maintenance

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the City, whichever is longer.

## 7.0 UNIT PRICES AND PAYMENTS

The Unit Prices and Payments shall be as set out in Section 6 of Contractor's Bid Proposal to the RFP, attached hereto, and is incorporated as if fully set forth herein.

### 7.1 Billing Cycle

The Contractor shall invoice the City on a **15 day** basis reflecting the close of business on the last working day of the billing period. Serialized Debris reporting tickets and disposal site verification of the actual cubic yardage for each load of Debris or itemized stumps will support all invoices.

**PLEASE NOTE THAT THE CITY DOES NOT GUARANTEE A MINIMUM NUMBER OF HOURS OF WORK FOR THIS CONTRACT.**

### 7.2 Payment Responsibility

The City agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within **10 business days**. The City will advise the Contractor within five (5) working days of receiving any Debris service invoice that requires additional information for approval to process for payment.

### 7.3 Ineligible Work

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the City and/or Government as ineligible debris.

#### 7.3.1 Eligibility Inspections

The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible Debris, as set out in Section 1.1 of this Contract.

#### 7.3.2 Eligibility Determinations

If any load is determined to contain material that does not conform to the definition of eligible Debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the City for such loads.

### 7.4 Unit Price/Service Negotiations



Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Sections 7.0 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the City and the Contractor and subject to the review of the Government.

7.5 Specialized Services

The Contractor may invoice the City for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the City. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the City.

8.0 MISCELLANEOUS

8.1 Notice

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by Certified or Registered mail and addressed as follows:

To Contractor at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To CITY at:

Department of Commerce  
Attn: \_\_\_\_\_  
120 Main Street  
North Little Rock, AR 72114

8.2 Applicable Law

The laws of the State of Arkansas shall govern this Contract, and the proper jurisdiction and venue for any cause of action arising from this Contract shall be vested in either the U.S. District Court for the Eastern District of Arkansas or the Circuit Court of Pulaski County, Arkansas.

8.3 Entire Contract

This Contract, including any schedules or exhibits attached hereto, constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts and/or modified, amended or extended by a written instrument executed by both parties as per Section 7.7 and 8.1 of this Contract.

#### 8.4 Waiver

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract by either party.

#### 8.5 Severability

If any provisions of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdictions, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

#### 8.6 No Assignment

The Services to be performed pursuant to this Contract are personal in nature, and Contractor shall not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Contract without the prior written consent of the City.

#### 8.7 Counterpart Execution

This Contract may be signed in counter parts, each of which shall be deemed to be a fully executed original. An original signature transmitted by facsimile or other electronic means shall be deemed to be original.

#### 8.8 Filing

This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its Corporate name by its authorized representative and the City has caused this Contract to be signed in its legal corporate name by person(s) authorized to execute said Contract.

\_\_\_\_\_  
Contractor  
  
By \_\_\_\_\_  
  
Title \_\_\_\_\_  
  
Date \_\_\_\_\_

\_\_\_\_\_  
City of North Little Rock  
  
By \_\_\_\_\_  
  
Title \_\_\_\_\_  
  
Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DIANE WHITBEY, CITY CLERK

Reviewed and Approved:  
  
Office of NLR City Attorney  
  
Amy Beckman Fields, City Attorney

BY: \_\_\_\_\_  
Deputy City Attorney                      Date