

SWEEPING SERVICES

This Contract, entered into by and between the Indiana Department of Transportation (hereinafter referred to as "State") and the City of **Greenfield** in **Hancock** County, Indiana (hereinafter referred to as the "City"), is executed pursuant to the terms and conditions set forth herein.

WHEREAS, the State is in need of sweeping services to keep state highways and curbs clean and free of dirt and debris; and

WHEREAS, the City has the required sweeping capabilities.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. Duties of City. The City agrees to perform all services necessary to keep the following described state roads, highways and curbs clean and free of dirt and debris (include road, location, curb miles, etc.):

SR 9 – 3.968 curb miles

US 40 – 3.84 curb miles

Total curb miles: 7.81

a) The City agrees to dispose of all dirt and debris collected in the cleaning process. All cleaning and disposal of dirt and debris shall be to the reasonable satisfaction of the Indiana Department of Transportation's District Director or his/her designee. The City shall take proper precautions and be responsible for the safe performance of the work covered by this Contract. Furthermore, the City agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the performance of its work under this Contract.

b) **Each location shall be cleaned a minimum of two (2) times per year.**

c) The City shall be responsible for all liability due to loss, damage, injuries, or other casualties to persons or property arising out of the work performed pursuant to this Contract, whether due in whole or in part to the negligent acts or omissions of the City, its agents or employees, or other persons engaged in the performance of the work, including any claims arising out of the Worker's Compensation Act.

2. Consideration. The State agrees to pay the City \$360.00 per curb mile per year, for a total of \$2,811.60 ~~per year~~.

* The City shall submit one (1) invoice to the State each year and the State shall pay the invoice in accordance with its regular fiscal procedures. **When submitting the invoice, the City shall certify that the service(s) has been provided.**

Due to a mutual oversight in replacement of the pervious street sweeping contract no contract was processed for the period July 1, 2017 to June 30, 2018. The State agrees to pay one additional invoice for this omitted period in the amount of \$360.00 per curb mile per year provided that certification of the services is provided with the invoice.

* Total remuneration under this Contract shall not exceed \$11,246.40. 2811.60

* **3. Term.** This Contract shall be effective for a period of forty-eight (48) months. It shall commence on July 1, 2017 and shall remain in effect through June 30, ~~2021~~. 2018

4. Access to Records. The City and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors. The City binds its successors and assignees to all the terms and conditions of this Contract. The City shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The City may assign its right to receive payments to such third parties as the City may desire without the prior written consent of the State, provided that the City gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.