



CITY OF CREVE COEUR, MISSOURI

BID DOCUMENTS

FOR

**LEAF/WOOD CHIP HAULING SERVICES
Fall 2023 through Spring 2026**

Sealed Bids will be Publicly Opened at 2:00 P.M., on
Tuesday, October 3, 2023

City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO. 63141
Mr. James H. Heines
Director of Public Works
September 21, 2023

Leaf/Wood Chip Hauling Services Fall 2023 through Spring 2026

**REQUEST FOR BIDS
and
NOTICE TO CONTRACTORS**

Sealed Bids, in duplicate, for Leaf/Wood Chip Hauling Services, will be received by, Mr. James H. Heines., Director of Public Works, until **2:00 p.m., C.D.S.T. on Tuesday, October 3, 2023**, at that office in the Creve Coeur Government Center, 300 North New Ballas Road, Creve Coeur, Missouri 63141, and will thereafter be publicly opened and read.

Project – Provide labor and all of the necessary equipment to haul leaves/ wood chips from city owned/leased properties to the vendor’s site outside the city limits while adhering to all federal, state and local regulations.

The City reserves the right to reject any and all bids, and to waive all informalities in Bids. No Bid may be withdrawn for a period of sixty (60) days, subsequent to the specified time for receipt of Bids. No low bidder shall have a business expectancy merely because his bid is the lowest one received; until the contract has been awarded, no business expectancy exists. Bids may be corrected for clerical or typographical mistake, but not mistake of judgment. Bids will be considered unresponsive if they contain a material defect or deviation.

CITY OF CREVE COEUR

James H. Heines
Director of Public Works

Leaf/Wood Chip Hauling Services Fall 2023 through Spring 2026
CITY OF CREVE COEUR
LEAF/WOOD CHIP HAULING SERVICES
BID DUE 2 PM Tuesday, October 3, 2023

TABLE 1

Wood Chip Hauloff

	DESCRIPTION	UNIT	EST. QUANTITY TOTAL	UNIT COST	ITEM
ITEM 1	2023 wood chip haul off	CY	3,500	_____	
ITEM 2	2024 wood chip haul off	CY	3,500	_____	
ITEM 3	2025 wood chip haul off	CY	3,500	_____	

Leaf Debris Hauloff

	DESCRIPTION	UNIT	EST. QUANTITY TOTAL	UNIT COST	ITEM
ITEM 1	Fall 2023/Spring 2024 leaf haul off	CY	12,000	_____	
ITEM 2	Fall 2024/Spring 2025 leaf haul off	CY	12,000	_____	
ITEM 3	Fall 2025/Spring 2026 leaf haul off	CY	12,000	_____	

NOTES: GENERAL CONDITIONS

1. The City's leaf/wood chip storage sites are located at 1030 N. Lindbergh Boulevard, and 13092 Olive Boulevard.
2. Provide the size, type, age and number of equipment to be used to haul the leaves/ wood chips.
3. The hauler shall be responsible for all applicable permits to haul leaves/wood chips and their lawful disposal.
4. The hauler will be required to haul leaves/wood chips within ten days of being notified by the city.
5. We anticipate that the hauler will be required to haul leaves/wood chips on three separate occasions in the fall (November, December, and January). We

Leaf/Wood Chip Hauling Services Fall 2023 through Spring 2026

anticipate that the hauler will be required to haul leaves/wood chips on one occasion in the spring (May).

6. The unit prices quoted herein will include all costs associated with the performance of work and any other incidental work to complete the job.
7. The above quantities are approximate; the City may increase, decrease or eliminate any portion of the above said bid.
8. The hauler will be required to haul leaves and wood chips until they are completely removed from the storage sites once they arrive to provide service.
9. Successful contractor will provide load tracking and/or load tickets to verify haul-off quantities.
10. Bid acceptance will be subject to signature of a three- year contract.

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each accident
- (d) Owner's Protective Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured and other policies must cover the City as an additional primary insured. In addition, The property owners of the west leaf site located at 13092 & 13140 Olive Blvd. shall also be covered under the liability insurance. All policies must be endorsed to require at least thirty (30) days written advance notice to the City

Leaf/Wood Chip Hauling Services Fall 2023 through Spring 2026

of any change or cancellation. Proof of compliance with these requirements shall be furnished to and approved by the City prior to the Contractor commencing the Work on this project. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project.

Leaf/Wood Chip Hauling Services Fall 2023 through Spring 2026

NON-COLLUSION AFFIDAVIT

Project: Leaf/Wood Chip Hauling Services Fall 2023 through Spring 2026

STATE OF _____,

COUNTY OF _____,

_____, being first duly sworn, deposes and says that he is _____ *(sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

SIGNED: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2023.

Seal of Notary

Notary Public

My Commission Expires: _____

* In completing this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

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CONTRACTOR'S AFFIDAVIT FOR PUBLIC CONSTRUCTION PROJECTS

STATE OF MISSOURI)
) ss
COUNTY OF _____)

The undersigned, being duly sworn, does state and depose as follows:

1. I am the _____ (title) of _____ (company) which is a contractor on the **Leaf/Wood Chip Hauling Services Fall 2023 through Spring 2026 (the Project)**, and authorized to sign this Affidavit on the Company's behalf.

2. I have verified the information set forth in this Affidavit for the Contractor. If any subcontractors have been retained on the Project, I have also verified the information as to any subcontractor.

3. The Contractor and its subcontractors have Workers' Compensation Insurance that covers its employees working on the Project and such insurance meets or exceeds the requirements established by law.

4. The Contractor and its subcontractors have verified the U.S. citizenship or lawful status of all workers employed on the Project and do not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The Contractor and its subcontractors have been informed by the City of the requirements to pay prevailing wage and will pay the prevailing wages to all workers employed on the Project as established by the applicable Annual Wage Order for the St. Louis County, Missouri, or the federal wage order, whichever is greater.

6. The Contractor and its subcontractors are in compliance with federal law requiring an accredited apprenticeship program, if applicable.

7. The Contractor and its subcontractors are enrolled and participate in a federal work authorization program with respect to employees working in connection with the contracted services.

Further Affiant sayeth naught.

Authorized Officer of Contractor

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My commission expires: _____

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the City shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, _____ certify that I am the _____ secretary of the corporation named as Contractor herein above, that _____ who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the Bidder with whom the City contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

SIGNATURE PAGE

Name of Company (affix corporate seal)

Owner/President

Street Address

City/State/Zip

Phone No.

Email Address



CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ___ day of _____, 2023, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, _____, with offices at _____ (hereinafter called the "Contractor"). The project is identified as the **Leaf/Wood Chip Hauling Services Fall 2023 through Spring 2026** (hereinafter called the "Work" or the "Project").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents, which comprise the entire agreement between the City and the Contractor, consist of the following:

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Non-Collusion Affidavit
- 4) Contractor's Affidavit for Public Construction Projects
- 5) Construction Schedule
- 6) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract
- 7) The Saint Louis County Standard Specifications for Road and Bridge Construction, dated October 1, 2018, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;
- 8) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

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The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. Furthermore, all definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence on November 1, 2023, and shall terminate on October 31, 2026.

The Contractor's Construction Schedule shall accurately describe when each phase of the Work will be completed within the Time of Completion indicated above. The Contractor's Construction Schedule cannot indicate a completion date that requires more time than what is specified above. An extension of the Time of Completion can be made only through a Change Order from the City, in accordance with the General Conditions of City-Contractor Agreement.

ARTICLE IV

The Contract Sum and Payments

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Form Proposal and the unit price bid by the Contractor in the Bid Form Proposal for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VI of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid Form Proposal or a pre-construction Modification and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

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The Contract Sum for this Work shall be xx Dollars and yy Cents (\$xxx,xxx.yy). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed and accepted by the City, in accordance with the Contract Documents, except as otherwise required by Section 8.960 RSMo. the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) [95% if Contract Sum exceeds \$50,000] of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VII of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.
- (4) Subsequent Year(s). The City shall pay the Contractor for the performance of the Work in 2023, 2024, 2025, & 2026 based upon the same schedule of rates as shown in the Table 1 (Bid Page).

ARTICLE V

Performance of the Work

- (a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:
 - (1) a Construction Schedule for the Work which shall indicate the target dates for starting and completing the various stages of the Work; and
 - (2) A Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures requested for the Work and which adequately address and maintain the pedestrian and vehicular traffic during the Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration, as referenced in Article I of this Agreement.
 - (3) Proof of compliance with all insurance requirements, acceptable to the City.
 - (4) All required bonds.
 - (5) Any missing bid documents.

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- (b) The Notice to Proceed shall be issued within fourteen (14) calendar days after the award of the contract or submittal to and approval by the City of the foregoing required documents, whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the contract by the City upon three (3) days advance written notice.
- (c) The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, restoration, or cleanup as designated by the Director of Public Works.
- (d) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages, and not as a penalty, the sum of two hundred dollars (\$200.00) for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City. Excessive delay, as determined by the Director of Public Works, may be grounds for termination of the City-Contractor Agreement, as discussed in Article VIII.
- (e) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

- (a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (c) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such

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cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

- (b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.
- (c) Weather may constitute a cause for granting an extension of time, as determined and approved by the Director of Public Works.
- (d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

- (a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.
- (b) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII

Termination of the City-Contractor Agreement

- (a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is

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provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

- (i) assign to the City in the manner and to the extent directed by the City all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
 - (ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.
- (b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.

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(b) Comprehensive General Liability and Bodily Injury

Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
Property Damage: \$1,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured and other policies must cover the City as an additional primary insured. In addition, The property owners of the west leaf site located at 13092 & 13140 Olive Blvd. shall also be covered under the liability insurance. All policies must be endorsed to require at least thirty (30) days written advance notice to the City of any change or cancellation. Proof of compliance with these requirements shall be furnished to and approved by the City prior to the Contractor commencing the Work on this project. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project.

The Contractor shall also meet the insurance requirements set forth by other entities, such as the Missouri Department of Transportation, from whom permits may be needed to perform portions of the Work.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination, including, but not limited to, Chapter 230 of the Code of Ordinances of the City of Creve Coeur, Missouri.

In the event that any or all of the provision(s) of this Article conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not

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relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

During the performance of this contract, the Contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "Contractor") agrees, as follows:

1. Compliance with Regulations: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender identity, sexual orientation, age, disability, or familial status in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender identity, sexual orientation, age, disability, or familial status.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway

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Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work as specified in the Contract Documents. The Scope of Work generally includes loading leaf and wood chip debris into trucks and hauling it off site.

The Work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur. Work that is deemed to be deficient shall be removed, replaced, and/or redone at no additional cost to the City.

Leaf/Wood Chip Hauling Services Fall 2023 through Spring 2026

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

By _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____