**EXAMPLE OF UNIT PRICE CONTRACT  
 FOR DEBRIS REMOVAL**

***This is an example; all contracts should be assembled by Jurisdiction’s contracting personnel and reviewed by the legal representative.***

* *Keep in mind; if costs are to be considered for FEMA PA grant funding cost must be reasonable. It is recommended to perform a cost analysis to insure reasonable coat. Also, contract should contain all required contract clauses as set forth by 44 CFR §13.36, and if the project might require funding on FHWA highways the FHWA form 1273, contract clauses must be included.*

**ARTICLE 1.**

**AGREEMENT BETWEEN PARTIES**

This contract is made and entered into on this the \_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between the jurisdiction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the ENTITY, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the CONTRACTOR.

**ARTICLE 2.**

**SCOPE OF WORK**

This contract is issued pursuant to the Solicitation and Procurement on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for the removal of debris caused by the sudden natural or human-made disaster of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. It is the intent of this contract to provide equipment and personnel to remove all hazards to life and property in the affected communities. Cleanup, demolition, and removal will be limited to 1) that which is determined to be in the interest of public safety, and 2) that which is considered essential to the economic recovery of the affected area.

The Work shall consist of cleanup or demolition and removal as outlined in the specifications, on drawings, and on block sector maps attached to the invitation for bid number \_\_\_\_\_\_\_\_.

**ARTICLE 3.**

**SCHEDULE OF WORK**

Time is of the essence for this debris removal contract.

Notice to proceed with the Work: The Work under this contract will commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_. Maximum allowable time for completion will be \_\_\_\_\_\_ calendar days, unless the ENTITY initiates additions or deletions by written change order. Subsequent changes in cost and completion time will be equitably negotiated by both parties pursuant to applicable State law. Liquidated damages shall be assessed at $\_\_\_\_\_\_\_\_/calendar day for any days over the approved contract amount.

**ARTICLE 4.**

**CONTRACT PRICE**

The unit prices for performing the Work stipulated in the contract documents, which have been transposed from the low bidder’s bid schedule, are as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Quantity | Unit of Measure | Description | Unit Cost | Total |
|  |  |  |  |  |
|  |  |  |  |  |
| Subtotal |  |  |  | $ |
| Cost of Bonds |  |  |  | $ |
| Grand Total |  |  |  | $ |

Debris shall be classified as one of the following units: cubic yards, each, square foot, Lineal foot, gallon, or an approved unit measure applicable to the specific material to be removed.

**ARTICLE 5.**

**PAYMENT**

The CONTRACTOR shall submit certified pay requests for completed Work. The ENTITY shall have ten (10) calendar days to approve or disapprove the pay request. The ENTITY shall pay the CONTRACTOR for his performance under the contract within twenty (20) days of approval of the pay estimate. On contracts over thirty (30) days in duration, the ENTITY shall pay the CONTRACTOR a pro-rata percentage of the contract amount on a monthly basis, based on the amount of work completed and approved in that month. The ENTITY will remunerate the CONTRACTOR within thirty (30) days of the approved application for payment, after which interest will be added at a rate of \_\_\_\_\_\_ per annum. Payments shall be subject to a retainage of \_\_\_\_\_\_\_ on each payment. Retainage shall be released upon substantial completion of the Work.

Funding for this contract is authorized pursuant to Public Law of the State of \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (local statute or ordinance).

**ARTICLE 6.**

**CLAIMS**

If the CONTRACTOR wishes to make a claim for additional compensation for work or materials not clearly covered in the contract, or not ordered by the ENTITY as a modification to the contract, CONTRACTOR shall notify the ENTITY in writing. The CONTRACTOR and the ENTITY will negotiate the amount of adjustment promptly; however, if no agreement is reached, a binding settlement will be determined by a third party acceptable to both ENTITY and CONTRACTOR under the auspices of applicable State law.

**ARTICLE 7.**

**CONTRACTOR’S OBLIGATIONS**

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, equipment, personnel, taxes, and fees necessary to perform under the terms of the contract.

Any unusual, concealed, or changed conditions are to be immediately reported to the ENTITY. The CONTRACTOR shall be responsible for the protection of existing utilities, sidewalks, roads, buildings, and other permanent fixtures. Any unnecessary damage will be repaired at the CONTRACTORs expense.

**ARTICLE 8.**

**ENTITY’S OBLIGATIONS**

The ENTITY’s representative(s) shall furnish all information, documents, and utility locations necessary for commencement of Work. Costs of construction permits and authority approvals will be borne by the ENTITY. A representative will be designated by the ENTITY for inspecting the work and answering and onsite questions.

The ENTITY shall designate the public and private property areas where the disaster mitigation Work is to be performed. Copies of complete “Right of Entry” forms, where they are required by State or local law for private property, shall be furnished to the CONTRACTOR by the ENTITY. The ENTITY shall hold harmless and indemnify the CONTRACTOR judgments and awards alleged to have been caused by services rendered under this contract for disaster relief work unless such claims are caused by the gross negligence of the CONTRACTOR, his subcontractors, or his employees.

The ENTITY will terminate the contract for failure to perform as specified. or for default by the CONTRACTOR.

**ARTICLE 9.**

**INSURANCE AND BONDS**

The CONTRACTOR shall furnish proof of Worker’s Compensation Coverage, Automobile Liability Coverage, and Comprehensive General Liability Insurance (Premises-Operations, Personal Injury, etc., as deemed necessary by the ENTITY).

Surety: The CONTRACTOR shall deliver to the ENTITY fully executed Performance and Payment Bonds in the amount of one hundred percent (100%) of the contract amount, if required by the specifications. or general or special conditions of the contract. The ENTITY will reimburse the CONTRACTOR for the costs of the bonds, the costs of which will be included in the base bid.

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

ENTITY (City, County, Town, Etc.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seal CONTRACTOR (Include Address, City, State)

by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Principal of the Firm