SWEEPING AGREEMENT

This Agreement is made and entered into this ___ day of ____________, 19____, by and between the Indiana Department of Transportation, hereinafter referred to as the STATE, and the City or Town of _____________ in ___________ County, Indiana hereinafter referred to as the CITY.

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:

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.):

Total Curb Miles____________

The CITY agrees to dispose of all dirt and debris collected in the cleaning process. All cleaning and disposing of dirt and debris shall be to the reasonable satisfaction of the STATE’s District Director or his designee. The CITY shall take proper precautions and be responsible for the safe performance of the work covered by this Agreement. Furthermore, the CITY agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

Each location shall be cleaned ______ times per year.

CONSIDERATION: The STATE agrees to pay the CITY at a rate of $_______ per curb mile per year, for a total of $______________ per year.

TERM: This agreement shall be for a period of _______________ (_J year(s). It shall commence _______________ and shall terminate ________________________. This agreement may be canceled by either party by sending a letter of notice to the other party at least thirty (30) days prior to the desired termination date.

RENEWAL OPTION: The State has the option to unilaterally extend the length of this contract for an additional period of up to ______ (_) year(s) after the expiration date of the original contract, under the same terms and conditions as set out herein. Exercise of this option is at the sole discretion of the State and is not subject to agreement or acceptance by the CITY. Notice of renewal will be sent to the CITY at least thirty (30) days before the contract expiration date. Pursuant to 105 IAC 12-4-6, the contract will not exceed four (4) years.

PAYMENTS: The CITY shall submit an invoice for $____________________ to the STATE each________________ and the STATE shall pay the invoice in accordance with its regular fiscal procedures. When submitting each invoice the CITY shall certify that the service has been provided.

CITY RESPONSIBILITY: The CITY shall be responsible for all liability due to loss, damage, injuries, or other casualties to the person or property of anyone arising out of the work described in 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.

NONDISCRIMINATION: Pursuant to IC 22-9-1-10, the CITY shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

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MULTI-TERM FUNDING CANCELLATION CLAUSE: When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this contract, the contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

TAXES: The State of Indiana is exempt from State, Federal, and local taxes. The State will not be responsible for any taxes levied on the CITY as a result of this contract.

PENALTIES/INTEREST/ATTORNEY’S FEES: The State will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney’s fees, except as required by Indiana law.

ASSIGNMENT: The CITY shall not assign or subcontract the whole or any part of this contract without the STATE’s prior written consent.

The parties having read and understood the foregoing terms of this contract do by their respective signatures dated below hereby agree to the terms thereof.

Name of CITY: ______________________________

Signature (Mayor or Town Council President): ___________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

Indiana Department of Transportation

Dennis E. Faukkenberg, Deputy Commissioner
Chief Financial Officer

FOR: Curtis A. Wiley, Commissioner

Date: ______________________________

This Contract has been approved by the Attorney General by letter dated February 20, 1998, as a form Contract (subject to completion of the blank spaces with appropriate information and proper execution) under Indiana Code 4-13-2-14.3(e). This Contract is void if any changes are made without written approval of the Indiana Attorney General.
STATE OF ________________
COUNTY OF ________________ SS:

Before me, the undersigned Notary Public in and for said County personally appeared and acknowledged the execution of the foregoing contract on this ____ day of __________, 19____, and each acknowledged and stated that he is the party authorized by the said CITY/Town to execute the foregoing contract.

Name of CITY/Town: ________________
Signature: __________________________
Printed Name: ______________________
Title: ______________________________

Witness my hand and seal this said last named date.

My Commission Expires: ______________
County of Residence: ________________
Notary Public: ______________________
Print or Type Name: _________________

ACKNOWLEDGMENT

State of Indiana
County of Marion, SS:

Before me, the undersigned Notary Public in and for said County, personally appeared of the Indiana Department of Transportation, and acknowledged the execution of the foregoing contract on this ____ day of ______________, 19______.

Signature: __________________________
Printed Name: ______________________
Title: ______________________________

Witness my hand and seal this said last named date.

My Commission Expires: ______________
County of Residence: ________________
Notary Public: ______________________
Print or Type Name: _________________