



City of Dubuque  
Public Works Department  
925 Kerper Court  
Dubuque, IA 52001  
(563) 589-4250

**CITY OF DUBUQUE, IOWA  
SHORT FORM  
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), made in triplicate, between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and  
Experience Roofing (Vendor) of

(Vendor Name)

PO Box 1687 Dubuque, Iowa 52004-1687

(Vendor Address - City and State)

**PROJECT TITLE:** CENTRAL STORAGE RUBBER ROOF REPAIR

2401 Central Ave

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**VENDOR AGREES:**

1. To furnish all labor, material and equipment to perform all necessary for roof repairs to the rubber flashings on the walls adjacent to several roof drains and other similar repairs as found during the spring 2023 inspection. (the Project):

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, and in accordance with the Request For Proposal (RFP) Documents which provisions and documents are each and all hereby referred to and made a part of this Contract just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following: This Contract; all ordinances and resolutions heretofore adopted by the City Council having to do with this Project; the Vendor's Proposal; and any, Plans and Specifications and General Requirements as adopted by the City Council for the Project which are listed in the Special Conditions section of this Contract.
3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before  
July 1, 2023  
(DATE)
7. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
8. Unless otherwise specified in the Contract Documents, prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule attached to this Contract and listed in the Special Conditions section.
9. The Vendor agrees that no work under this Contract shall commence on the Project until the City has issued a written "Notice to Proceed" to the Vendor. Any work started by the Vendor prior the issuance of the Notice to Proceed shall be considered unauthorized and done at the sole risk to the Vendor.
10. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it



will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

**THE CITY AGREES:**

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the prices stated in the Vendor's Proposal and less any liquidated damages provided for in the Contract Documents. The work as stated in the Contract Documents is approximate only, and the final payment shall be made for the actual work completed as listed below in this Contract.

CONTRACT AMOUNT \$ 2,500.00 Do not exceed amount

THE MAXIMUM CONTRACT AMOUNT SHALL BE LIMITED TO AN INCREASE OF N/A % OF THE ABOVE LISTED ESTIMATED AMOUNT

**CITY OF DUBUQUE, IOWA**

By: Michael C. Van Milligen 03/03/2023  
Michael C. Van Milligen Date  
City Manager

**VENDOR:**

Experienced Roofing, LLC  
Company Name  
By: Thomas R. Fury 3-02-23  
Signature Date  
Thomas R. Fury  
Printed Name  
President  
Title

**VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:**

By: Thomas R. Fury 3-02-23  
Signature Date  
Thomas R. Fury  
Printed Name  
President  
Title

The following Special Conditions shall apply to this Project:

ESTIMATED CONTRACT PRICE IS \$2,100.00, WITH A DO NOT EXCEED  
AMOUNT OF \$2,500.00. FINAL CONTRACT AMOUNT WILL BE BASED ON TIME AND  
MATERIAL