CONTRACT
FOR
RFB #14-008
Annual Price Agreement for Demolition of Structures

This Contract, dated Nov. 20, 2013, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and Jeffery Bailey Trucking, Inc. (the Service Provider), whereby the Service Provider agrees to provide the City with certain services as described herein and the City agrees to pay the Service Provider for those services.

1. Scope of Services

In consideration of the compensation stated in **paragraph 2**, the Service Provider agrees to provide the City with the services as described in Exhibit A, RFB #14-008, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

Annual Price Agreement for Demolition of Structures

2. Payment

In consideration of the Service Providers provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the Service Provider according to the terms set forth in Exhibit A, RFB #14-008. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all services provided under this Contract may not exceed ***$100,000.00***

3. Time of Performance

A. All work and services provided under this Contract must be completed according to the Scope of Services described in Exhibit A, RFB #14-008.

B. **Time is of the essence of this Contract.** The Service Provider shall be prepared to provide the services in the most expedient and efficient manner possible in order to complete the work by the times specified and described in Exhibit A, RFB #14-008.

4. Warranty, Indemnification, Release & Insurance

A. As an experienced and qualified Service Provider, the Service Provider agrees that the services provided by the Service Provider reflect the professional and industry standards, procedures, and performances. The Service Provider agrees the selection and supervision of personnel, and the performance of services under this Contract, will be pursuant to the standard of performance in the profession. The Service Provider agrees that the Service Provider will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Service Provider, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy, competency and quality of the services provided, nor shall the City's approval be deemed to

be the assumption of responsibility by the City for any defect or error in the aforesaid services provided by the Service Provider, its employees, associates, agents, or subcontractors.

B. The Service Provider shall promptly correct any defective work furnished by the Service Provider at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the services hereunder itself shall in no way alter the Service Providers obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Service Provider is an independent contractor and not an agent or employee of the City. The Service Provider and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Service Provider shall be responsible for the services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Service Provider shall supply all materials, equipment, and labor required for the services to be provided under this Contract. The Service Provider shall have ultimate control over the execution of the services. The Service Provider shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Service Provider or any of the Service Providers subcontractors.

D. The Service Provider must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Service Provider, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): Service Provider shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Service Provider's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Service Provider shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Service Provider's negligence.

F. **Release**. The Service Provider releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Service Provider or its employees and any loss of or damage to any property of the Service Provider or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Service Provider's negligent performance of the work. Both the City and the Service Provider expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

G. **Insurance**. The contractor agrees to maintain the coverages, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Contractor agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if contractor fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & $500,000/$500,000/$500,000 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability

policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days' notice for cancellation due to non-payment of premiums, is given the City of Bryan.

If the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Risk Management
P O Box 1000
Bryan, TX 77805

5. Termination

A. The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

6. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan Attn: Development Services P.O. Box 1000 Bryan, Texas 77805	The Service Provider: Jeffery Bailey Trucking, Inc. 4180 J.O. Bailey Bryan, Texas 77807

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the Service provider and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the Service Provider without the prior written approval of the City.

F. The Service Provider, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Service Provider must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

CITY OF BRYAN:

APPROVED AS TO FORM:

Janis Hampton, City Attorney
Date: 11-5-13

APPROVED FOR PROCESSING

Kean Register, City Manager
Date: 11/05/13

Jason Bienski, Mayor
Date: 11-20-13

ATTEST:

Mary L. Stratta, City Secretary
Date: 11-20-13

SERVICE PROVIDER:

By: Kevin W. Bailey

(Service Provider - Corporate Seal)

Printed Name: Kevin Bailey

Title: Manager

Date: 10/29/13

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUNTY OF Brazos §

This instrument was acknowledged before me on the 29th day of Oct, 2013, by Kevin Bailey on behalf of Jeffery Bailey Trucking.

Karen Sonley
Notary Public in and for
The State of Texas

KAREN SONLEY
Notary Public, State of Texas
My Commission Expires
November 19, 2013

CITY OF BRYAN
The Good Life, Texas Style.™

CITY OF BRYAN, TEXAS

PURCHASING DEPARTMENT
1309 E. MLK Street
Bryan, TX 77803
(979) 209-5500 fax: (979) 209-5507

REQUEST FOR BID

NO. 14-008

"Annual Contract for Demolition of Structures"

DATE ISSUED: October 14, 2013

SEALED BIDS TO BE SUBMITTED BEFORE:
2:00 pm C.S.T., Tuesday, October 29, 2013

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: http://www.bryantx.gov/departments/index.html?name=texas_ethics . If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

Vendor Name: Jeffery Bailey Trucking Inc

CITY OF BRYAN
The Good Life. Texas Style.

PURCHASING DEPARTMENT

October 24, 2013

ADDENDUM NO. 1

Addendum to City of Bryan Request for Bid No. 14-008

"Annual Contract for Demolition of Structures"

Please be advised of the following clarifications, additions, deletions and/or changes to RFB No. 14-008 are hereby made a part of the bid documents for the above reference project as full and as completely as though the same were included therein.

Q: The bid pays by the ton? The trash tons are a lot less than the concrete/ dirt tons. How do you monitor the pay? The tons would be a bigger variable than the price per ton variance. Odd bid format! Does the concrete have to go to the landfill? What about scrap metal salvage? Does it pay as well?

A: Bid pays by the ton for all material, debris and trash (including concrete), as measured by landfill and shown on tip charge receipt. Salvage materials/items become the property of the Contractor, must be removed, may be sold, will not be included in bid.

END OF ADDENDUM

This addendum shall be signed and included with your response package as acknowledgement of the addendum. Failure to acknowledge and submit any addenda may be cause for the bid to be rejected. The City's decision to accept or reject a bid due to a failure to acknowledge and submit addenda shall be final.

Vendor Acknowledgement Signature

Karen Sonley

Karen Sonley, Buyer
City of Bryan - Purchasing

1309 E. Martin Luther King St. • Bryan, TX 77803
(979) 209-5500 • Fax: (979) 209-5507
http://www.bryantx.gov/departments/?name=purchasing

TABLE OF CONTENTS

INTRODUCTION 3-4

SCHEDULE OF EVENTS 5

TERMS AND CONDITIONS 6-12

PROVISIONS FOR BIDDING TO THE CITY 13-17

SPECIFICATIONS 18-23

BID SHEET 24-25

FELONY CONVICTION NOTIFICATION 26

CLIENT REFERENCES 27

CERTIFICATION OF BID 28

NOTICE OF NON-PARTICIPATION 29

CONTRACT 30-36

INTRODUCTION

The City of Bryan is soliciting bids for an Annual Contract for Demolition of Structures.

Sealed bid packages for **Bid #14-008** will be accepted until 2:00 p.m., Tuesday, October 29, 2013 and publicly opened and read aloud immediately following the opening. Any bid received on or after 2:00 PM, CST will be considered late and returned unopened. Sealed bids must be delivered to:

Karen Sonley, Purchasing Supervisor
City of Bryan, Purchasing Department
1309 E. Martin Luther King St. Bryan, Texas 77803
(P) (979) 209-5505 (F) (979) 209-5507
ksonley@bryantx.gov

Plans, Specifications and Information for Bidders are on file and may be examined at the Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas and may be obtained by prospective bidders by calling (979) 209-5500. These documents are also available online at http://brazosbid.cstx.gov .

A pre-bid conference is scheduled at 10:00 a.m., Tuesday, October 22, 2013 at the Purchasing Department Conference Room located in the Purchasing Department Office at 1309 E. Martin Luther King, Jr. Street, Bryan, Texas. All potential bidders are strongly encouraged to attend.

The City believes that the data contained in these specifications is sufficient for the preparation of bids. Requests for additional information will be considered depending on the bid time frame and the availability of the requested information. Such information will be submitted to all known bidders simultaneously.

In order to ensure a fair and public bid process, all questions related to this Request for Bid shall be addressed in writing, via the ***Brazos Valley Online Bidding System (http://brazosbid.cstx.gov/) to the individual identified above prior to 10:00 a.m. CST on Wednesday, October 23, 2013.*** *Contact with any City of Bryan employee or official is prohibited without prior written consent from the City Purchasing Manager. Failure to observe this requirement may be grounds for rejection of the Bid.*

A certificate or cashier's check on a State or National Bank of the State of Texas, or a bidder's bond from an acceptable Surety Company, authorized to transact business in the State of Texas, in the amount of not less than five percent (5%) of the total bid must accompany each bid package as a guarantee that, if awarded the contract, the bidder will within ten (10) calendar days after award of contract enter into contract and execute a bond.

If the bidder/contractor is a corporation, the original seal of corporation must be affixed to the bid bond and contract. If these documents are presented without the corporate seal, bidder/contractor must present a certificate of good standing from the Texas Secretary of State and must also present a

separate resolution of the corporation's directors for each document stating that the individual whose signature appears on the document was authorized by directors to sign it on behalf of the corporation.

Bidders are required to submit one (1) original bid. Bids must be completed and submitted on the forms found within the Specifications. Incomplete bid forms will invalidate the bid and the bid will be rejected and returned to the bidder. The right to accept any bid, or to reject any or all Bids and to waive all formalities is hereby reserved by the City of Bryan, Texas.

NONDISCRIMINATION IN EMPLOYMENT

Bidders on this work will be required to comply with the President's Executive Order No. 11246. The requirement for bidders and contractors under this order are available at the City of Bryan Purchasing Department.

SCHEDULE OF EVENTS

- 10/14/13 – Bid Post Date.
- 10/22/13 @ 10:00 a.m. C.S.T.- Pre-bid meeting to be held in the Purchasing Office, 1309 E. Martin Luther King St., Bryan, TX.
- 10/23/13 @ 10:00 a.m. C.S.T. - Deadline for written requests for clarifications to the RFB.
- 10/29/13 @ 2:00 p.m. C.S.T – Public bid opening. Any bid received on or after 2:00 PM CST will be returned unopened.
- December 2013: Anticipated date of award.

TERMS AND CONDITIONS

Definitions
In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY - Same as City of Bryan.

CITY COUNCIL - The elected officials of the Cities of Bryan, Texas who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and laws.

CONTRACT - An agreement between the City and a Vendor to furnish products over a designated period of time during which repeated purchases are made of the commodities specified.

VENDOR - The successful Bidder(s) of this bid request.

RFB - Request for Bids.

PROCUREMENT CARD - Chase-MasterCard

Instructions
The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Bryan Purchasing Department, unless otherwise specified elsewhere in this bid request.

Notification
The City of Bryan uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: City of Bryan website or the City of Bryan Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. The City of Bryan accepts no responsibility for the receipt or notifications of solicitations through any other source.

Form
Sealed bids must be submitted on this form only. Bidders are required to submit one (1) original bid. All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL. FAXED BIDS ARE UNACCEPTABLE.**

Felony Conviction Notification
All bidders must submit with their bid the Felony Conviction Notification form if contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

Bid Return
Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number on the outside of your envelope.

Late Bids
Bids must be received by the Purchasing Department prior to 2:00 PM CST on the date indicated on this form. Late bids will not be opened and will be returned to the bidder.

Acceptance
The City of Bryan reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include, but shall not be limited to, the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the City; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee **(if Bid Bond required)**; or 6) Unauthorized alteration of bid form. City reserves the right to waive any minor informality or irregularity.

All bidders are hereby notified that the City of Bryan shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City of Bryan, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City of Bryan and the bidder's compliance with City ordinances.

The City of Bryan, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Bryan. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturer's. Names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and services of any manufacturer or vendor equal to the products and services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Bryan shall be the sole judge on whether the alternate product and service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

"In literal compliance" in reference to standards and specifications shall mean the meeting or exceedance of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

Collusion
Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

Irregular Bid Proposals
Bids will be considered irregular and may be rejected by the City of Bryan if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award providing the best value to the City.

Award of Contract
The bid award may be based on, but not necessarily limited to, the following factors:

a. Conformity to specifications:
b. the purchase price, including payment discount terms;
c. the reputation of the bidder and of the bidder's goods or services;
d. the quality of the bidder's goods or services;
e. the extent to which the goods or services meet the City's needs;
f. the bidder's past relationship with the City;
g. delivery terms;
h. payment terms;
i. availability of repair and maintenance parts;
j. financial condition;
k. the total long-term cost to the City to acquire the bidder's goods or services; and
l. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single Contractor; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Financial Condition
Contractor must provide audited financial statements, if requested, to the City.

Term of Contract
This contract shall become effective from date of acceptance and approval by the City of Bryan. It shall remain in full force and effect with firm fixed bid prices through September 30, 2014.

Extension of Contract
The City shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for four (4) additional one (1) year terms to be extended one (1) year at a time. Contracts are extended upon mutual agreement of both Vendor and the City; providing that the City Council has appropriated sufficient funds to satisfy the City's obligation during the renewal term. The City of Bryan will not consider Contract extensions which include any increase in unit bid prices.

In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Assignment of Contract
This contract cannot be transferred or assigned to another party without the written consent of the City's Purchasing Agent and may be subject to cancellation if such consent is requested.

Contract Termination
The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this Contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Vendor **five (5)** calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

Reimbursements
There is no expressed or implied obligation for The City of Bryan to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and City of Bryan will not reimburse responding firms for these expenses, nor will the City of Bryan pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses
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, creed, sex, or national origin in consideration for an award.

City Ordinances
The City of Bryan also reserves the right to reject the bid of any bidder who is currently in violation of any City ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

Error-Quantity
Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities
Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Variations
Any variation from these specifications must be indicated on the bid sheet(s).

F.O.B.-Damage
Bids will not be considered unless bid F.O.B. delivered Bryan, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City of Bryan assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices
Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract.

Cooperative Agreements
Successful bidder agrees to extend prices and terms to all governmental entities that has entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City of Bryan.

Authorized Signature
Bids must show full firm name and mailing address of bidder and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Bids
Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the purchasing agent.

Lump Sum Bids
Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Bids
All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated on the bid sheet(s). All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices
Invoices must be submitted by the successful bidder in duplicate to the City of Bryan, Finance Department, P.O. Box 1000, Bryan, Texas 77805, (979) 209-5080. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the later. All invoices shall be submitted in accordance with the bid unit prices. Invoices shall not contain work that was not satisfactorily completed. Repeated failure on the part of the Contractor to submit accurate invoices shall be sufficient cause to cancel the contract. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of services.

Cash Discounts
Bidders may quote additional cash discount terms in the Cash Discount Column. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Bids offering discounts for prompt payment if invoice is paid within ten (10) days are encouraged.

Taxes
The City of Bryan is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Bryan is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery
Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Purchasing Department located at 1309 E. Martin Luther King, Jr. Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability
The successful bidder shall be liable for all damages incurred while in the performance of services pursuant to this request.

Material Safety Data Sheets
MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communication Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.
The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

No Bids
If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

Addenda
In the event of a needed change in the published bid documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Bryan

Purchasing office or by downloading these documents from the City of Bryan website. The City assumes no responsibility for the Bidders failure to obtain or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Pre-bid Conference

Pre-bid conferences are public meetings and all qualified contractors, subcontractors and material suppliers are strongly encouraged to attend. The intent of the conference is to inform bidders of the bidding requirements and the scope of services and to solicit questions and inquiries from potential bidders and suppliers. Attendance at the pre-bid conference is not mandatory. Any and all information provided by the City during the pre-bid conference will not be construed to be a revision or change of the bid documents. All revisions, changes and clarifications to the bid documents shall be formally executed in the form of a written addendum, published by the City of Bryan.

Fiscal Funding

The City of Bryan, Texas operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to rescind the contract at the end of each fiscal year if is determined that there are insufficient funds to extend the contract.

Court Jurisdiction

The City of Bryan and the successful Vendor will agree that the contract awarded from this Request for Bid shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.

PROVISIONS FOR BIDDING TO THE CITY OF BRYAN

1.0 Upon acceptance and approval this bid effects a working contract, for the period designated or until completion of specified job, between the City of Bryan and the successful bidder.

2.0 The Contractor shall act as independent contractor and shall in no sense act as agent or servant of the City of Bryan.

3.0 The Contractor shall furnish and pay for all labor, tools, machinery, materials, insurance, bonds, permits and any other incidentals necessary to perform a turnkey job in compliance with the specified requirements.

4.0 All prices quoted shall include delivery expenses of supplies, materials and equipment and tools to job site including unloading. The Contractor shall be fully responsible for receiving, unloading and storing all deliveries intended for the job. The City will not be liable for any loss or damage to supplies, materials, tools and equipment left on the job unguarded, by the Contractor before, during or after job is performed.

5.0 All work to be performed under the supervision of ***Martin Zimmerman, Planning Administrator*** or his/her delegated representative or assistant. Any questions pertaining to the work should be in writing and directed to the buyer listed on page three by the date and time specified.

6.0 All work is to be preformed in a professional manner by skilled personnel and proper equipment. The work shall be planned so as not to interfere with or create a hazardous condition to the regular operation of the department or division of the City.

7.0 The Contractor shall at all times take all reasonable precautions for the safety of employees on the work site and of the public, and shall comply with all applicable provisions of Federal, state and municipal safety laws. All equipment and machinery used in performance of this contract shall be in good working order at all times.

8.0 Final Cleanup: Upon completion of the work and before acceptance and final payment will be made, the Contractor shall leave the work site in a neat and orderly condition equal to that which originally existed. No payment will be made for this work, its cost being included in the bid.

9.0 Examination of Site: Bidders are required, prior to submitting any proposal, to read the specifications carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves by their independent research, test and investigations of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion and obtain all information required to make an intelligent proposal. No information given by the City of any official thereof, other than that contained in the specifications shall be binding upon the City. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the proposal may

be based. It is mutually agreed that submission of a proposal is evidence that the bidder has made the examination, investigations and tests required herein.

10.0 State And City Sales Taxes: The Contractor's attention is directed to Texas Tax Code Section 151.311. This amendment provides that by the Contractor entering into a separate contract, the Contractor will become a seller of materials purchased for the project, which will obviate paying taxes on materials incorporated into the project.

As a seller, the Contractor purchases materials and issues a resale certificate in lieu of paying the sales tax at the time of purchase. The City, as an exempt entity, will provide the Contractor with an exemption certificate at the time the "sale" of the materials to the City, thereby precluding the City, and Contractor, from paying the sales tax on the materials.

Services are not tax exempt. The Contractor will be required to pay all appropriate taxes for all services as set forth herein.

11.0 Indemnification: The Contractor shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description, including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act or omission, neglect or misconduct of the said Contractor, or by or on account of any claims of amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the City may be retained for the use of the City, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished the City. Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by the City, its officers, agents or employees.

12.0 Equal Employment Opportunity: During the performance at this agreement: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, to be provided by the agency setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for the employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

13.0 Contractor shall comply with all federal, state, county, municipal and other laws, ordinances, rules and regulations applicable to the performance of any work under this agreement and shall secure and pay for all governmental licenses, deposits, permits or fees required.

14.0 Contractor shall comply with H.B. 275, The Texas Prompt Payment Act, effective July 1, 1986, which in part, requires the contractor to pay their subcontractors within ten (10) calendars days after they receive payment from the City of Bryan.

15.0 The Contractor will be required to comply with all provisions of the President's Executive Order No. 11246 as of September 24, 1965.

16.0 Final Acceptance: The Contractor will be paid within thirty (30) days after final acceptance provided the Contractor has furnished the City satisfactory evidence that all sum of monies due for any labor, materials, equipment or machinery furnished for and used in the prosecution of the work, or that the person or persons to whom the same may respectively be due have consented to such final payment. (The City reserves the right to retain five percent (5%) of the total contract price until such evidence is furnished). The acceptance by the Contractor of the last final payment shall operate as and shall release the City from all claims and liabilities under the Contract or for any act of neglect of said City relating to or connected with the contract.

17.0 Insurance Requirements: The contractor agrees to maintain the coverage's, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Contractor agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if contractor fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & $500,000/$500,000/$500,000 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage.

Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Attn: Risk Management
P O Box 1000
Bryan, TX 77805

SPECIFICATIONS

RFB #14-008
"Annual Contract for Demolition of Structures"

Scope of Bid: The City of Bryan ("City") requires substandard structures that pose a risk to the public health and safety to be restored to good condition or to be removed. Occasionally, the City finds it necessary to employ the services of an outside contractor to demolish structures and remove the debris in accordance with Chapter 14 of the City of Bryan's Code of Ordinances. The City is soliciting bids from qualified vendors to establish an annual contract ("Contract") for the demolition of structures and related services. It is City's intent to award a Contract to a vendor who is qualified to provide demolition, disposal and other related services for the demolition of designated sites. Quantities and/or estimates included in this bid are for informational purposes only and are in no way a commitment by the City to order any given quantities or dollar amount during the term of the agreement or any extensions thereafter. While the City is seeking to engage a principal vendor for the majority of the demolitions, this is not an exclusive Contract. The City may separately bid certain demolitions, as deemed necessary.

Description of Work: Services provided are to include the demolition and disposal of the main structure, removal of footings, slabs, asphalt pavement driveways, fences debris, accessory structures, and other undesirable objects. Services provided are also to include disconnecting and capping sanitary sewer service lines, removal and disposal of all excess material, debris and trash, as well as providing fill dirt material and grading demolition areas. The properties to be serviced under this contract will be located in the City of Bryan's corporate limits and will be identified by the City's Chief Building Official. The City anticipates annual expenditures of an estimated $100,000 for demolitions.

Intent of Specifications: Under this Contract, the Contractor will provide all services necessary to demolish structures and remove the debris in accordance with City ordinance requirements and direction from the Chief Building Official.

1. **Functional and Performance Requirements:** Contractor shall be responsible for the following:

   1.1 Communication. Contractor must provide an answering service, pager or telephone answering machine and an emergency phone number which is answered 24 hours a day/7 days a week. Contractor must have access to email to receive and confirm receipt of work orders and to enable prompt communications with City staff.

   1.2 Work Orders. All work assigned by the City shall be initiated through the use of a written work order issued by the Chief Building Official or his/her designee. Any one work order may be for one or more structures, and at the same location or different addresses. The work order will be given to the Contractor detailing the date, time, address, and legal description of the property or properties at which the structures are to be demolished. The Contractor is responsible for picking up work orders from the City of Bryan – Development Services Office, 300 S. Texas Avenue, Bryan, Texas 77803 or confirming receipt of an emailed work order. Work orders

must be picked up or confirmed by email within one (1) business day. Representatives of the Contractor authorized to pick up work orders must be over the age of 18 and must be identified by the Contractor in writing. The list of the Contractor's authorized representatives to pick up work orders and/or a list of valid email addresses to which work orders must be provided to Chief Building Official or his/her designee when the Contract is executed.

1.3 Work Schedule.

1.3.1 General. Business days are Monday through Friday excluding City holidays. Work is to be performed on business days during the hours of 8a.m – 5p.m. The Contractor shall commence demolition work within ten (10) business days of receipt of the work order. Time exceptions will be granted for weather or other delays not under the control of the Contractor but must be submitted for approval in writing to the Chief Building Official or his/her designee at least three (3) business days before the work order due date. No demolition work shall begin until City staff has obtained a seizure warrant for the designated project site. Without exceptions, the completion time for any single project, containing a single or multiple structures shall not exceed three (3) business days.

1.3.2 Emergency Situation. In cases where the condition of building(s) constitutes an imminent danger to the health, life or safety of any person, as determined by the City in accordance with City Ordinance requirements, the Contractor shall commence demolition work within twenty-four (24) hours of receipt of a work order by the Chief Building Official or his/her designee. In lieu of a written work order, a work order in an emergency situation may be issued by phone or in person. If necessary, City staff will assist in obtaining special permission from the City Manager or his/her designee for emergency demolition work on weekends.

1.4 Hazardous Conditions. The Contractor will notify the Chief Building Official or his/her designee immediately if unsafe and/or hazardous conditions exist; i.e. wells, uncovered septic systems, bees, etc. are present.

1.5 Permits and Licenses. Contractor shall be required to obtain any and all permits and licenses that are lawfully required to perform work as detailed herein. The City will waive fees for demolition permits.

1.6 Subcontracting. Contractor must be capable of performing all major contracted work as specified herein without the use of subcontracting outside labor. Subcontracting may be considered with the pre-approval and written authorization from the City's Chief Building Official or his/her designee.

1.7 Ownership of Salvageable Materials. All salvageable materials/items shall become the property of the Contractor. This shall include the value of all scrap materials developed during the demolition process and any such materials found on the property. Items of personal property having title of ownership, such as automobiles, or items having significant exchange value, such as precious gems, currency, etc., as determined by the Chief Building Official or his/her designee, are not considered as salvageable. Such items shall be protected from damage or loss when and if encountered during the progress of work and shall be turned over immediately to the City.

1.8 Contractors Responsibility.

1.8.1 The Contractor shall provide a qualified foreman present on the site at all times, and as a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions. The foreman shall be well versed in the requirements of this Contract and the technical aspects of the project. All equipment shall comply with and be used in accordance with all pertinent safety regulations including ladders, hoists, planks, and similar items.

1.8.2 The Contractor shall at all times take all reasonable precautions for the safety of employees on the work site and of the public, and shall comply with all applicable provisions of Federal, State and Municipal safety laws, including those described in Section 4 below.

1.8.3 It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Materials and equipment left on site overnight shall be well marked and identified as to ensure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with and prior approval obtained from the Chief Building Official or his/her designee. Security for any materials and/or equipment left on site shall be the sole responsibility of the Contractor. Any loss of materials or equipment due to theft, vandalism, etc., shall be the sole responsibility of the Contractor. Such losses shall be replaced or repaired by the Contractor with no additional charges to the City.

1.8.4 Upon completion of the project, the Contractor shall be responsible for leaving the job site free of all construction debris and in an orderly state. Contractor shall clean all walks, paving, and site features of dirt and other debris, its cost being included in the bid, before acceptance and final payment will be made. The Contractor shall act as independent Contractor and shall in no sense act as agent or servant of the City.

1.9 Demolition Work Specifications. The following is a list of general specifications that, when incorporated with other conditions specified herein, comprise the full requirements and specifications of this service contract. The Contractor shall be responsible to perform the following services and shall bear all cost and fees:

1.9.1 Provide all materials, permits, equipment and labor as required for the demolition of all identified structures, appurtenances and debris at the designated project site.

1.9.2 Prior to demolition of any structure, including accessory structures, Contractor must verify that the structure is vacant, i.e. clear of people and/or animals.

1.9.3 Coordinate work with other contractors or City departments performing work at the project site or adjacent areas.

1.9.4 Actual demolition work shall incorporate the demolition and disposal of the main structure and outbuildings (accessory structures), removal of concrete footings, concrete slabs, pads, blocks, asphalt/concrete pavement driveways and walkways, fences, debris

and other undesirable objects as directed by the City's Chief Building Official or his/her designee.

1.9.5 Contact all required utility companies to disconnect their facilities and/or services from the structures to be demolished to include electric, gas, cable, telephone, water and other facilities encountered. City staff will assist with this task.

1.9.6 Pump out septic tanks and/or grease traps until empty, remove and dispose of tanks/trap and fill in void with clean fill. Voids shall be tamped with a mechanical tamper in 8" lifts for compaction of all voids deeper than 4 feet. Those voids less than 4 feet deep shall be filled by bucket machinery and rolled to a stable soil compaction. Any voids that occur during the twelve months following demolition activities shall be filled and compacted by the Contractor at their own expense.

1.9.7 Disconnect and cap all sanitary sewer service lines connected to municipal sewer lines in accordance with City policy. The Contractor shall terminate and plug the private sewer service within one foot of the property line prior to the demolition of the structure by first obtaining a plumbing demolition permit. The City will waive permit fees for such a permit. The marking and identification of the private sewer service shall be per demolition permit comments. A designated City representative shall inspect the plugged line and marking prior to the Contractor backfilling an excavated private sewer service to verify that (1) plugging is impermeable to storm water or infiltration and inflow, and that (2) plugging will prevent sewage discharge into the surrounding environment.

1.9.8 Protect and preserve all trees on the property. When removal is necessary, the contractor shall remove the root ball, and fill in the excavated area with clean fill dirt, roll compacting the fill materials to a grade that is level with the surrounding grade elevation.

1.9.9 Remove and dispose of all excess material, debris and trash developed during the course of providing the contracted services. No material may be burned or buried on site. All inorganic and organic debris at the demolition location site shall be removed and hauled away from project site. With the exception of salvaged material and personal property to be conveyed to the City, all debris must be disposed of at the Twin Oaks Landfill, 2690 State Highway 30, Anderson, Texas 77830. Cost of dumping is to be included in Contractor's bid. Contractor must provide copies of all tip charge receipts to evidence proper disposal of demolition materials. Tipping receipts must be submitted with invoice before payment will be remitted to the Contractor.

1.9.10 Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private properly shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

1.9.11 Provide all clean fill dirt material required to grade demolition areas to a smooth neat appearance, and leave site in a clean condition. Fill dirt shall be defined as clean sand, river sand or sandy loam materials. No hard clay clods or rocks will be allowed in fill

materials. Contractor shall not receive final compensation until final grading has been accomplished, and the Chief Building Official or his/her designee approves the finished site work.

1.9.12 Equipment left on site shall be plainly marked with the company name and any additional information as required by city codes and applicable State laws. All equipment shall be removed from project site immediately after the completion of the work.

1.9.13 Submit an original invoice to the City of Bryan – Development Services Department within three (3) business days of completion of the work to receive payment. The invoice must include where and when demolition services were accomplished and the contracted charge assessed. Tipping receipts must be submitted with invoice before payment will be remitted to the Contractor. Invoices must be timely submitted in order to be valid. Failure to submit the invoice within three (3) business days as required above may result in delayed payment, non-payment of that invoice, and/or termination of the agreement. The City will exercise discretion when determining the severity of a particular breach, and the City shall consider extenuating circumstances outside Contractor's control.

2. **Damages.** The Contractor shall be responsible for all damage occurring on property associated with, or which is in the vicinity of, or is in any way affected by, the assigned work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor. Contractor's failure to make repairs shall be cause for delay of payment and/or cause for termination of the agreement.

3. **Bidder's Qualifications.** Bidders shall have a minimum of two (2) years consecutive professional experience in a comparable scope of work including the demolition of structures.

4. **Safety.**

4.1 The Contractor shall furnish, erect, and maintain barricades, steady burn light, flashing warning lights, and warning "KEEP OUT" signs at places and locations where the placing of such protective devices are warranted, or as directed by the City.

4.2 Suitable and acceptable barriers shall be erected and maintained by the Contractor around all operations and all openings in the ground, so long as such operations and openings constitute a hazard or dangerous condition, or as directed by the City.

4.3 The Contractor shall adhere to the Texas Department of Transportation's *Uniform Manual on Traffic Control for Construction and Maintenance Work Zones*. It will be the sole responsibility of the Contractor to make himself and his employees fully aware of these provisions, especially those applicable to the use of barricades, cones, signage, etc., to provide a safe working environment.

4.4 Explosives shall not be used in the work.

4.5 Do not proceed with demolition work when prevailing weather forecasts indicate, or weather conditions constitute a hazard to the workers and site.

4.6 Temporarily suspended work that is without continuous supervision shall be closed to prevent entrance of unauthorized persons.

5. Termination.

5.1 Either party to this Contract shall have the right to terminate this Contract for its convenience at any time upon thirty (30) calendar day's written notice. The notice may be served either personally, by email with delivery confirmation, or by certified mail, return receipt requested. The receipt of an email delivery confirmation or an executed return receipt shall be prima facie evidence of service. Any such notice of termination shall be effective upon receipt by the other party. The City's sole and exclusive liability shall be to pay Contractor for services satisfactorily performed and invoiced in accordance with specifications described herein.

5.2 If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the terms or conditions of this Contract, the City has the right to terminate this Contract by giving the Contractor five (5) calendar days written notice. The notice may be served either personally, by email with delivery confirmation, or by certified mail, return receipt requested. The receipt of an email delivery confirmation or an executed return receipt shall be prima facie evidence of service. Any such notice of termination shall be effective upon receipt by the other party. The City's sole and exclusive liability shall be to pay Contractor for services satisfactorily performed and invoiced in accordance with specifications described herein.

5.3 No term or provision of this contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City because of any breach of contract by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

6. Contract Duration. The Contract will commence upon award and will end on September 30, 2014 to coincide with the City's Budget year (October 1 – September 30). Thereafter, the City reserves the right to renew this Contract for up to three (3) consecutive one-year terms beginning on October 1 annually and terminating on September 30.

BID SHEET

RFB #14-008

"Annual Contract for Demolition of Structures"

GENERAL

All bids amounts by unit specified must be in strict accordance with all terms, conditions and specifications within this Bid Request #14-008.

The decision to award the contract will be based on the City's evaluation of the bids in order to determine the best value for the City. The decision of the City will be final.

Demolition of Structures

Demolition of any/all structures (as per specifications): $ 54 per ton of demolition debris

Years of consecutive professional experience in Demolition of structures in similar scope of work 15 years

Response time to commence demolition work in emergency situations is 24 hours. Can you Comply with this requirement? (circle one) Yes No

Vendor's Signature: Kevin W. Bailey

Company Name: Jeffery Bailey Trucking Inc

BID SHEET

METHOD OF PAYMENT:

1) PAYMENT TERMS: Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

2) PROMPT PAYMENT DISCOUNT: _____% within 10 days (e. g. 1%, 2%, 5%)

AND/OR (check one)

3) ELECTRONIC FUNDS TRANSFER DISCOUNT _____yes ✓ no

--If "yes" discount offered: NA % (e.g. 1%, 2%, 5%)

Company Name: Jeffery Bailey Trucking Inc

FELONY CONVICTION NOTIFICATION

(Page 3 of 5)

Any person and/or business entity that enters into a contract with the City of Bryan must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name:

Jeffery Bailey Trucking Inc

Authorized Company Official's Name (Printed)

10/25/13

Date

A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

Signature of Company Official:

Kevin W. Bailey

B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

_____ _____

_____ _____

Signature of Company Official:

_____

C. Provide a general description of the conduct resulting in the conviction of a felony.

_____

_____

_____

Signature of Company Official:

_____

D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

_____

_____

_____

Signature of Company Official:

_____

CLIENT REFERENCES

(Page 4 of 5)

References: The City of Bryan will conduct reference checks as needed to evaluate bids. The City may contact those listed, and inclusion of this listing in your bid is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in fully evaluating the Service Provider.

All reference checks must show that the successful bidder is in good standing with their current and previous customers. All bidders are required to provide a **minimum of five (5)** references from current and recent clients of similar size (and/or projects recently completed of similar size and scope.)

COMPANY NAME: Freight liner

CONTACT: Clay Corley

ADDRESS: 7575 N Hwy 6 Bryan, TX 77807

PHONE #: (979) 778-3640

COMPANY NAME: City of College Station

CONTACT: Cheryl Turney

ADDRESS: 1101 Texas Ave College Station 77840

PHONE #: (979) 764-3555

COMPANY NAME: Knife River

CONTACT: Kayle Lewis

ADDRESS: 6310 W Hwy 21

PHONE #: (979) 779-1112

COMPANY NAME: City of Bryan

CONTACT: Bob Holmes

ADDRESS: 1309 E. MLK

PHONE #: (979) 209-5206

COMPANY NAME: Circle X Land & Cattle

CONTACT: Mike Noak

ADDRESS: 1415 East DSR Bryan TX 77807

PHONE #: (979) 450-0818

CERTIFICATION OF BID

(Page 5 of 5)

CERTIFICATION and AUTHORIZATION:
RFB #14-008

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Exhibit A, Standard Form of Contract, if awarded the bid.

Signed By: Kevin W. Bailey Title: Manager

Typed Name: Kevin W. Bailey Company Name: Jeffery Bailey Trucking Inc

Phone No.: (979) 779-6994 Fax No.: (979) 823-1931

Email: baileykevw@aol.com

Bid Address: SAME

P.O. Box or Street City State Zip

Order Address: SAME

P.O. Box or Street City State Zip

Remit Address: SAME

P.O. Box or Street City State Zip

Federal Tax ID No.: 74-222 8371

Date: 10/25/13

NOTICE OF NON-PARTICIPATION

RFB #14-008 "Demolition of Structures"

If, for some reason, you are not participating in the solicitation, PLEASE complete the following and return to:

City of Bryan
Purchasing Department
1309 E. Martin Luther King St.
Bryan, TX 77803

DO NOT return the solicitation packet. **Failure to respond may result in removal of your organization from our current Vendor file.**

Company Name: _____
Address: _____
_____
_____
Phone number: _____
Fax number: _____

Reason for no response to this RFB:

Please check the items that apply:

_____ **Suitable, but engaged in other work**
_____ **Do not sell the item(s) required.**
_____ **Can not be competitive.**
_____ **Can not meet the specifications highlighted in the attached Bid.**
_____ **Can not provide insurance required.**
_____ **Can not provide bonding required.**
_____ **Can not comply with indemnification requirements.**
_____ **Job too large.**
_____ **Job too small.**
_____ **Do not wish to do business with the City.**
_____ **Other reasons; please explain.**
_____
_____
_____

Other remarks: _____
_____
_____
_____

_____
Signature

_____
Title

CONTRACT
FOR
RFB #14-008 Annual Contract for Demolition of Structures

This Contract, dated _____, 2013, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and _____(the Service Provider), whereby the Service Provider agrees to provide the City with certain services as described herein and the City agrees to pay the Service Provider for those services.

1. Scope of Services

In consideration of the compensation stated in **paragraph 2**, the Service Provider agrees to provide the City with the services as described in Exhibit A, RFB #14-008, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

Annual Contract for Demolition of Structures

2. Payment

In consideration of the Service Providers provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the Service Provider according to the terms set forth in Exhibit A, RFB #14-008. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all services provided under this Contract may not exceed $

3. Time of Performance

A. All work and services provided under this Contract must be completed according to the Scope of Services described in Exhibit A, RFB #14-008.

B. **Time is of the essence of this Contract.** The Service Provider shall be prepared to provide the services in the most expedient and efficient manner possible in order to complete the work by the times specified and described in Exhibit A, RFB #14-008.

4. Warranty, Indemnification, Release & Insurance

A. As an experienced and qualified Service Provider, the Service Provider agrees that the services provided by the Service Provider reflect the professional and industry standards, procedures, and performances. The Service Provider agrees the selection and supervision of personnel, and the performance of services under this Contract, will be pursuant to the standard of performance in the profession. The Service Provider agrees that the Service Provider will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Service Provider, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy, competency and quality of the services provided, nor shall the City's approval be deemed to

Sample

be the assumption of responsibility by the City for any defect or error in the aforesaid services provided by the Service Provider, its employees, associates, agents, or subcontractors.

B. The Service Provider shall promptly correct any defective work furnished by the Service Provider at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the services hereunder itself shall in no way alter the Service Providers obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Service Provider is an independent contractor and not an agent or employee of the City. The Service Provider and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Service Provider shall be responsible for the services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Service Provider shall supply all materials, equipment, and labor required for the services to be provided under this Contract. The Service Provider shall have ultimate control over the execution of the services. The Service Provider shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Service Provider or any of the Service Providers subcontractors.

D. The Service Provider must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Service Provider, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): Service Provider shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Service Provider's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Service Provider shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Service Provider's negligence.

F. **Release**. The Service Provider releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Service Provider or its employees and any loss of or damage to any property of the Service Provider or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Service Provider's negligent performance of the work. Both the City and the Service Provider expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

Sample

G. **Insurance**. The contractor agrees to maintain the coverages, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Contractor agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if contractor fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & $500,000/$500,000/$500,000 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability

policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given the City of Bryan.

If the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Risk Management
P O Box 1000
Bryan, TX 77805

5. Termination

A. The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

Sample

6. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan Attn: Development Services P.O. Box 1000 Bryan, Texas 77805	The Service Provider: _____ _____ _____

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the Service provider and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the Service Provider without the prior written approval of the City.

F. The Service Provider, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Service Provider must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

CITY OF BRYAN:

APPROVED AS TO FORM:

_____
Janis Hampton, City Attorney
Date:_____

APPROVED FOR PROCESSING

_____
Kean Register, City Manager
Date: _____

_____
Jason Bienski, Mayor
Date: _____

Sample

ATTEST:

_____
Mary L. Stratta, City Secretary
Date: _____

SERVICE PROVIDER:

By: _____

(Service Provider - Corporate Seal)

Printed Name:_____

Title: _____

Date: _____

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2013, by _____ on behalf of _____.

_____
Notary Public in and for
The State of Texas