



**CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF BAY CITY
AND
CONTRACTOR**

Owner: City of Bay City, Texas
Address: 1901 5th Street, Bay City, TX 77414
Contractor: Contractor
Address: Contractor Address
Project No: 2024-149-01
Project Title: 2024 Brush Site Wood Chipping
Project Location: 5261 CR 106 (Skelly Road), Bay City, Texas 77414, Matagorda County

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW:

**ARTICLE 1
WORK OF THIS CONTRACT**

The Contractor shall execute the Work in accordance with the provisions of the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as otherwise provided herein. Work shall be described in the Work Order. More than one Work Order may be issued at any time under the Contract or no Work Orders may be issued under the Contract.

**ARTICLE 2
CONTRACT TERM AND CONTRACT TIME**

2.1 This contract shall commence subsequent to award by the City Council. The contractor is obligated to commence work immediately after receiving notice to proceed, but not before, and will complete the work within thirty (30) calendar days.

2.2 The Date of Commencement of the Work is the date from which the Contract Time is measured, which date is established by the notice to proceed.

2.3 The Contractor shall achieve substantial completion of the Work during the Contract Time, subject to adjustments as provided in Contract Documents.

2.4 The contract will expire twelve (12) months from date of execution.

ARTICLE 3 THE CONTRACT PRICE

3.1 The City's duty to pay money to the Contractor for the Work (as described herein) under the Contract is limited in its entirety by this Article 3.

3.2 **The contract amount is \$ 71,000**. Any other provision of this Contract to the contrary notwithstanding the City shall never be obligated to pay any money by, though, or under this Contract, which exceeds this amount, unless otherwise provided by act of City Council.

3.3 The Contract Price for those items of work listed in **Exhibit "A"**, herein, is subject to readjustment due to variations in quantities of units of work actually incorporated in the work to be completed as provided in the Contract Documents.

ARTICLE 4 PAYMENTS

4.1 The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

4.2 As security for the faithful completion of the Improvements, Contractor and City agree that City shall retain ten percent of the total dollar amount of the contract price until after final approval or acceptance of the Improvements by City. City shall thereafter pay Contractor the retainage, only after Contractor has furnished to the City satisfactory evidence that all indebtedness connected with the work and all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for and used in performance of the work have been paid or otherwise satisfied.

4.3 Contractor shall promptly pay all workmen and materialmen and shall not allow liens to be placed on the Improvements. Upon completion and approval or acceptance of the Improvements by City, the Improvements shall become the property of City free and clear of all liens, claims, charges or encumbrances of any kind. If, after acceptance of the Improvements, any claim, lien, charge or encumbrance is made, or found to exist, against the Improvements, or land dedicated to the City, to which they are affixed, Contractor shall upon notice by City promptly cause such claim, lien, charge or encumbrance to be satisfied and released or promptly post a bond with City in the amount of such claim, lien, charge or encumbrance, in favor of the City, to insure payment of such claim, lien, charge or encumbrance.

4.4 Intentionally omitted.

ARTICLE 5 SCOPE OF SERVICES

5.1 The Contractor shall furnish all materials, labor, equipment, tools, supplies, and/or services to furnish the Work as described in **Exhibit "A"**, and shall carry out all obligations, duties, and responsibilities imposed on Contractor by the Agreement Documents. Contractor shall include everything requisite and necessary to complete the entire Work properly, notwithstanding that every item necessarily involved may

not be specifically mentioned. Details which are not indicated by the Specifications and Drawings shall be provided by the Contractor at no extra cost, if such details are necessary to complete the general intent of the Agreement or Agreement Documents. Contractor shall not be relieved of any obligations or responsibilities with respect to the Work except by City's written consent.

5.2 The Contractor shall have the sole responsibility to satisfy itself concerning the nature and location of the Work, the Site, and the general and local conditions, including but not limited to, the following:

- (a) Transportation, access, disposal, handling and storage of materials;
- (b) Availability and quality of labor, water, electric power and road conditions;
- (c) Climatic conditions and seasons;
- (d) Physical conditions at the Site and the Project as a whole;
- (e) Topography, subsurface and ground surface conditions; and
- (f) Construction equipment and facilities needed preliminary to and during the performance of Contractor's Work.

5.2.1 The failure of Contractor to acquaint itself with any applicable conditions will not relieve Contractor of the responsibility for properly estimating the difficulties or for the cost of successfully performing Contractor's obligations in the time and manner provided under the Agreement Documents.

5.3 The Contractor shall at all times keep the Site and surrounding area clean and free from rubbish caused by Contractor's operations. Prior to completing its Work in an area, the Contractor shall remove all accumulated rubbish and Contractor's equipment, tools, machinery and materials. The Contractor shall dispose of all rubbish, debris, and construction waste at a site and by the means designated at the sole discretion of Contractor in a manner that is in compliance with all Laws.

5.4 Unless otherwise stated, all specifications listed are minimum requirements; respondents are requested to submit corrective action alternatives to any and all other deficiencies not included within this basic scope of services.

5.5 The Contractor, its officers, agents, employees, contractors and subcontractors shall abide by and comply with all laws (certifications), federal, state, and local. It is agreed and understood that, if the City calls attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors and subcontractors, and then the Contractor shall immediately cease from and correct such violation.

ARTICLE 6 INSURANCE

6.1 All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents.

6.2 Contractor shall provide for insurance and workers compensation coverage in accordance with the requirements applicable to contractors as provided for in **Exhibit "B"**, the provisions of which are expressly incorporated herein by reference.

**ARTICLE 7
INDEMNIFICATION**

CONTRACTOR WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, IT OFFICERS, EMPLOYEES, AND REPRESENTATIVES, FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, SUITS, DEMANDS, OR ACTIONS TO THE EXTENT ARISING FROM OR BASED UPON THE NEGLIGENCE OR OTHER WRONGFUL ACTS ON THE PART OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, OR EMPLOYEES WHICH MAY ARISE OUT OF OR RESULT FROM CONTRACTOR'S OPERATIONS UNDER THIS CONTRACT.

THIS INDEMNITY PROVISION, INCLUDING CONTRACTOR'S DUTY TO DEFEND AND HOLD HARMLESS, EXTENDS TO ANY AND ALL SUCH CLAIMS, SUITS, DAMAGES OR ACTIONS REGARDLESS OF THE TYPE OF RELIEF SOUGHT THEREBY AND WHETHER SUCH RELIEF IS IN THE FORM OF DAMAGES, JUDGMENTS, COSTS, REASONABLE ATTORNEY FEES AND EXPENSES. THIS INDEMNITY PROVISION SHALL APPLY REGARDLESS OF THE NATURE OF THE INJURY OR HARM ALLEGED AND WHETHER SUCH CLAIMS ARE ALLEGED AT COMMON LAW, STATUTORY OR CONSTITUTIONAL. THIS INDEMNITY PROVISION, SHALL APPLY TO THE EXTENT THE BASIS FOR THE CLAIM, SUIT OR DEMAND BE ATTRIBUTABLE IN WHOLE OR IN PART TO THE CONTRACTOR, OR ANY OF ITS AGENTS, REPRESENTATIVES OR EMPLOYEES.

**ARTICLE 8
PERFORMANCE AND PAYMENT BONDS**

Contractor agrees to secure, prior to commencing any activities under this Agreement, a Performance and a Labor and Materials Payment Bond each in the about of 100% of the contract amount from a surety authorized to transact business in the State of Texas in accordance with Texas Government Code § 2253.021.

**ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The basis for this Agreement is this executed Document-Agreement between the City of Bay City and Contractor. Other Contract Documents, except for Work Orders and Modifications issued after execution of this Agreement, are enumerated under this Article, and incorporated by reference as follows:

9.1.1 Invitation for Bids 2024 Brush Site Wood Chipping

9.1.2 Contractors Bid for 2024 Brush Site Wood Chipping:

9.1.3 In the event of a conflict between this Agreement and the "Invitation for Bids 2024 Brush Site Wood Chipping", this Agreement shall prevail.

9.2 In the event of a conflict between the "Invitation for Bids 2024 Brush Site Chipping", and "Contractors Bid for 2024 Brush Site Chipping" including subparts, the "Invitation for Bids 2024 Brush Site Wood Chipping", shall prevail.

**ARTICLE 10
SAFETY**

10.1 Contractor shall perform the Work at all times in a safe and prudent manner, and shall seek to avoid bodily injury as well as loss or damage to property, by taking reasonable steps to protect:

- (a) Contractor's employees and other persons at the Site;
- (b) Materials stored at the Site or at off-site locations; and
- (c) All property and structures located at the Site, whether or not involved in the Work.

10.2 Contractor shall continuously and diligently inspect all Work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall develop, adopt, implement and enforce, with respect to Contractor's Work at the Site, comprehensive safety policies and programs which, at a minimum, comply with all Laws and safety requirements outlined by the Occupational Safety & Health Administration (OSHA).

**ARTICLE 11
SUCCESSORS AND ASSIGNS**

This CONTRACT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONSULTANT may not assign this CONTRACT without CITY's prior written consent.

**ARTICLE 12
MISCELLANEOUS PROVISIONS**

12.1 **SUBCONTRACTING.** No part of the work performed under the contract will be subcontracted or assigned to another firm without prior written consent by the City. The Contractor must furnish the names, qualifications, and experience of the proposed subcontractor(s). The primary contractor will remain completely responsible for all services performed and shall assure compliance with all requirements of the contract.

12.2 **TAXES:** The City of Bay City is exempt from Texas State sales tax and Federal excise taxes and will issue exemption certificates upon request.

12.3 **TERM OF CONTRACT:** This contract shall commence subsequent to award by the City Council. The contractor is obligated to commence work immediately after receiving notice to proceed and will complete the work within thirty (30) calendar days.

12.4 **TERMINATION OF CONTRACT:** The contract may be canceled by the City of Bay City by written notice – thirty (30) days prior to termination.

12.5 **PROFESSIONAL LIABILITY:** In connection with the provisions of the Contractor's obligation, the Contractor shall indemnify and hold the City of Bay City and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the negligent or other wrongful performance or non-performance of this Agreement.

12.6 **VENUE AND GOVERNING LAW:** Venue of any court action brought directly or indirectly by reason of this CONTRACT shall be in Matagorda County, Texas. This CONTRACT is made and is to be performed in Matagorda County, Texas, and is governed by the laws of the State of Texas.

ARTICLE 13
ENTIRE AGREEMENT

13.1 This CONTRACT embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this CONTRACT, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this CONTRACT.

13.2 This Agreement is effective as of the date of signature by the City's Mayor and is executed in two original copies of which one is to be retained by the City Secretary and one to be delivered to the Contractor.

13.3 By executing this Contract, the contractor verifies that it does not boycott Israel, and agrees that during the term of this Contract, it will not boycott Israel, as that term is defined in Section 2270.001 of the Texas Government Code, as amended.

[signature page to follow]

Effective on the last date executed below:

CONTRACTOR

By: AUSTIN WOOD AND RECYCLING

Print Name: MARTIN TREVIÑO

Title: DIRECTOR OF BUSINESS DEVELOPMENT

Date: 6-18-24

CITY OF BAY CITY, TEXAS

By: _____
Scotty Jones, Assistant City Manager

Date: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

END OF DOCUMENT

EXHIBIT "A"

SCOPE OF WORK

In accordance with Article 5, the detailed description of the Work, the specifications for the work and the schedule for the performance of the work are as set forth below.

| Item | Description | Quantity | UOM | Unit Price | Amount |
|------|------------------------------|-----------------------------|-----|--------------------|-----------------|
| 1 | Mobilization | 1 | LS | \$ | \$6,000 |
| 2 | Processing Residential Brush | 22,000 35,000 | CY | \$1.90 | \$66,500 |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | Grand Total | \$72,500 |

NOTES: All changes in scope must be approved in written prior to commencing extra work.

Additional Notes:

Requests for Material-On-Hand payments must be submitted in writing. Proof of delivery and paid material invoices shall be included in the written request.

Contractor is responsible for reporting all injuries and accidents incurred on the Site.

EXHIBIT "B"

INSURANCE

1. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its. All coverages for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
2. Standard Insurance Policies Required:
 - (a) Commercial General Liability Policy
 - (b) Automobile Liability Policy
 - (c) Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
 - (a) General Liability and Automobile Liability insurance shall be written by a carrier with a A:VIII or better rating in accordance with the current Best Key Rating Guide.
 - (b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - (c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - (d) "Claims Made" policies will not be accepted.
 - (e) The City of Bay City, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
 - (f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.
 - (g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Bay City.
 - (h) Upon request, certified copies of all insurance policies shall be furnished to the City of Bay City.

4. Commercial General liability
 - (a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
 - (b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. Automobile Liability
 - (a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.
6. Worker's Compensation
 - (a) Employer's Liability limits of \$100,000.00 for each accident is required.
7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
 - (a) The company is licensed and admitted to do business in the State of Texas.
 - (b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
 - (c) All endorsements and insurance coverage according to requirements and instructions contained herein.
 - (d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Bay City.
 - (e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

EXHIBIT "C"

VENDOR INFORMATION PACKET

All subsequent forms must be completed for this contract to be fully executed.

1. Vendor Information Form
2. Conflict of Interest Disclosure
3. Conflict of Interest Questionnaire
 - a. FORM CIQ – The Conflict of Interest Questionnaire (Form CIQ) Revised 11/30/2015 may be downloaded from www.ethics.state.tx.us.
4. Certificate of Interested Parties (Form 1295)
 - a. Form 1295 – Certificate of Interested Parties can be filed at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
5. Request for Taxpayer Identification Number and Certification
 - a. Form W-9 – The Request for Taxpayer Identification Number and Certification (Form W-9) may be downloaded from <http://www.irs.gov/Forms-&-Pubs>.

City of Bay City
Finance Department

VENDOR INFORMATION FORM

Company Information

Sole Proprietorship Partnership Corporation Limited Liability Company

Name of Company AUSTIN WOOD AND RECYCLING

DBA (if registered) _____

Name of Owner(s) MICHAEL MARTIN

Contact Person CLAUDIA RANGEL

Phone Number (512) 748 - 8987

Other Number _____

Fax Number _____

Email Address CLAUDIA.RANGEL@AUSTINWOODRECYCLING.COM

FEIN 742521609

DUNS Number
(if registered) _____

Remittance

Mailing Address 2100 COUNTY ROAD 118

HUTTO, TX 78634

Shipping Address _____

Finance Review Initials _____

City of Bay City

**CONFLICT OF INTEREST
STATE DISCLOSURE**

The form on the following page, disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities.

The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Bay City and its agents may be required to file with the following office:

**City of Bay City
City Secretary
1901 5th Street
Bay City, Texas 77414**

A Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Bay City's officers, or certain family members or business relationships of the City of Bay City's officers, with which such persons do business, or any gifts in an amount of \$25.00 or more to the listed City of Bay City's officers or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) Revised 11/30/2015 may be downloaded from www.ethics.state.tx.us.

The City of Bay City's officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

- 1. Mayor**
- 2. Council Members**
- 3. Members of the Fire Fighters and Police Officers**
- 4. Members of the Planning Commission**

If additional information is needed, please contact the City of Bay City Finance Director at (979) 245-7597.

BIDDING DOCUMENT

Bay City, Texas

Date: 2:00 pm Friday, June 21, 2024

AUSTIN WOOD AND RECYCLING (hereinafter called "Bidder"), doing business as (circle one) (a corporation), a partnership, an individual) to the City of Bay City, Texas (hereinafter called "Owner").

The Bidder, in compliance with your invitation for bids for the **2024 Brush Site Wood Chipping**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents and drawings, of which this proposal is a part.


Bidder hereby agrees to commence work under this contract on or before a date to be specified in writing in the "Notice to Proceed" issued by the Owner's Engineer and fully complete the Project within the number of calendar days shown on the bid sheets depending on which owner's options are selected thereafter as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following addenda:

| Description | Qty | UOM | Unit Price | Amount |
|---------------------------------|-----------------------------|-----|--------------|------------------|
| 1. Mobilization | 1 | LS | \$ | \$ 6,000 |
| 2. Processing Residential Brush | 50,000 35,000 | CY | \$ 1.90 | \$ 66,500 |
| | | | TOTAL | \$ 72,500 |

Contractor Information:

Company Name: AUSTIN WOOD AND RECYCLING

Signature: 

The above Unit Prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

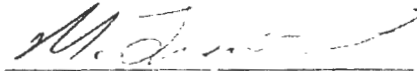
The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written Notice of Award of the Contract, the Bidder will execute one original copy of the Contract Documents and a Certificate of Insurance. Additional copies of the original contract will be distributed to all appropriate parties. Within **fourteen (14) calendar days** of the Notice of Award of Contract, the signed documents shall be delivered to Andrea Cornier, Office Manager, at the Bay City Municipal Services Building, 1217 Avenue J, Bay City, Texas 77414 to be executed by the Owner.

A payment bond is required for this project.

Respectfully submitted by:



Signature

MARTIN TREVIN - DIRECTOR OF SALES
Printed Name - Title

2100 COUNTY ROAD 118 HULLO TX 78634
Business Address

(512) 748 8987

Phone Number