

General Services Contract

This Contract (Contract) is made between the City of Manor, (City), and the Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Signatures
- III. Standard Contractual Provisions
- IV. Special Terms and Conditions

I. Summary of Contract Terms.

Contractor: Solid Waste Specialists
4250 Black Champ Road
Midlothian, Texas 76065

City: City of Manor
101 E. Eggleston St.
Manor, Texas 78653

Description of Services: Contractor will provide all consulting services related to the selection and procurement process of a solid waste contract, to include the Request for Proposal and Contract.

Contract Type: Fixed Price Contract with progress payments based on completed milestones. (See III, B)

Effective Date: Upon the date of execution by the City of Manor

Termination Date: Upon Execution of Contract with a Solid Waste Vendor as provided herein, but no later than January 1, 2025.

Renewal: No renewal options.

II. Signatures. By signing below, the parties agree to the terms of this Contract:

CONTRACTOR:



CITY OF MANOR

Dr. Christopher Harvey, Mayor

Date **January 5, 2024,**

Date: _____

ATTEST:

By: _____
Lluvia T. Almaraz
City Secretary, City of Manor

III. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Services Contract.

Services mean the services for which the City received a proposal.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will invoice City for services based on completed milestones as follows (for which Option the City chooses).

OPTION B: FULL RFP PROCESS

A. Completion of RFP and Draft Contract	(\$18,670)
B. Evaluate Responses with Recommendation	(\$12,970)
C. Final Contract Presented to Council	(\$ 8,300)

<u>Total This Option</u>	<u>(\$39,940)</u>
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The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

Contractor will prepare the Request for Proposal and the Contract to contain the following clause to allow the City of Manor to be reimbursed for the Fee for Services in accordance with the terms of this Contract.

The successful Contractor shall be responsible for reimbursing the City for the development of this RFP and contract documents. The estimated costs to be borne by the City will be \$39,940.

Full reimbursement must be received by the City within thirty (30) days after the award of the contract.

C. Termination Provisions. Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default within fifteen (15) days of such written notice, or longer if agreed to by the parties, the party giving the notice of default may terminate this Contract. Either party may terminate this Contract for convenience upon thirty (30) days' written notice to the other party. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. Upon termination, Contractor shall immediately discontinue all services and work being performed pursuant to the General

Services Contract. Contractor shall provide copies of any and all documents that have been created by Contractor for purposes of negotiating or finalizing the Solid Waste Services Agreement to the City within five (5) business days of the effective date of termination.

D. Liability and Indemnity.

CONTRACTOR SHALL RELEASE FROM LIABILITY, INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE FOR DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY PERSON, INCLUDING BUT NOT LIMITED TO OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR SUBCONTRACTORS, CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT, OF CONTRACTOR OR ITS SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR ANY OF THEM, RESULTING FROM SUCH NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT; AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGEMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH RESULTING FROM SUCH NEGLIGENT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT. TO THE EXTENT PERMITTED BY LAW, CITY AGREES TO INDEMNIFY CONTRACTOR FOR ANY LOSS OR DAMAGE TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT OF THE CITY IN THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL REQUIRE THE CITY TO CREATE A SINKING FUND TO SATISFY ANY OBLIGATION UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Travis County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in an efficient manner, and that Contractor will take proper care and precautions to ensure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to non-binding mediation before a third party who will be selected by agreement of the parties. The parties

will each pay one-half of the mediator's fees, but each shall be responsible for its legal fees and expenses.

J. Attorney's Fees. Should either party to this Contract sue the other party for breach of contract or any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Contract if the performance is unavoidably delayed by a force majeure which includes war; civil commotion; acts of God; epidemics; pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts; national, state, or locally declared disasters; riots; material or labor restrictions; transportation unavailability; or any other circumstances which are reasonably beyond the control of the party.

M. Confidential Information. Contractor understands and acknowledges that Contractor will be provided with information that may be confidential by law, rule, statute, ordinance, or legal order. Contractor shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Contractor agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, unauthorized use of, any confidential information by Contractor is a material breach of this Contract. If Contractor violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Contractor agrees to indemnify and hold the City harmless for any claims for damages caused by Contractor's breach of this confidentiality provision.

N. Right to Audit. During the term of this Contract, and at any time within three (3) years following the expiration or termination of this Contract, the City shall have the right of access to all information held in the possession of the Contractor related to services performed under this Contract, for audit purposes or otherwise. Contractor agrees to provide access to such information unless expressly prohibited from doing so by a court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits or requests for information, not less than ten (10) days, including identifying the information needed if possible. Contractor agrees that it will keep records relating to the services provided hereunder for as long as required by the Contract and by law. This provision shall survive termination of this Contract.

O. Insurance. Consultant will maintain, for the duration of the Term, insurance coverage for Professional, Comprehensive, General, Automobile, Worker's Compensation, Commercial General Liability, and Employee Liability. Commercial general coverage shall: (i) be maintained during the term of this Agreement with a minimum limit of one (1) million dollars (\$1,000,000.00) per occurrence; (ii) name City as an additional insured; and (iii), be regarded as primary insurance for any and all claims made relating to or arising from any and all activities related to or arising from this Agreement. Consultant shall provide Client with a copy of the declarations page from such policies required under this Agreement within thirty (30) days of the Effective Date hereof.

IV. Special Terms or Conditions. None.

**EXHIBIT A
CONTRACTOR'S SCOPE OF SERVICES**

Scope of services shall consist of the contractor providing overall project management, RFP development including contract drafting, and finalizing the contract for the City of Manor, as set forth more fully below.

RFP Process without an attempt to first renew current agreement (Option B)

- 1) Kick-Off Strategy Meeting and Data Request
- 2) Preparation of Procurement Documents
(RFP and Draft Contract)
- 3) Pre-Bid Coordination and Addendum Preparation
- 4) Proposal Evaluation and Recommendation
- 5) Finalist Interviews
- 6) Council Presentation
- 7) Negotiating the Final Contract

Total Option B (bypassing Option A) \$ 39,940

The hourly rate for additional activity requested by the City beyond the work outlined herein would be \$200 per hour plus expenses.