

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR DEMOLITION OF STRUCTURES
TIPS #181101**

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Building Abatement Demolition Company, Inc.** with offices at 1621 CR 269, Leander, Texas 78641, (hereinafter "BADC"). The County agrees to engage BADC as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: BADC shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. BADC expressly acknowledges that he, she or it is not an employee of the County. The services include, but are not limited to the following items in order to complete the project:

- A. As described in the attached Proposal/Quotation/Bid, dated February 13, 2020 and designated Exhibit "A," which is incorporated herein as if copied in full.**

Should the County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. BADC shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: BADC will be compensated based on a lump sum fee for the specific project herein. **The fixed lump sum fee amount under this Contract is \$115,800.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: BADC shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER OCCURRENCE
Comprehensive General Liability (including premises,	\$1,000,000

*completed operations
and contractual)*

Aggregate policy limits: \$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

BADC, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, BADC shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Proposal/Quotation/Bid, dated February 13, 2020 and designated Exhibit "A," which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that BADC shall not in any sense be considered a partner or joint venturer with the County, nor shall BADC hold himself out as an agent or official representative of the County unless

expressly authorized to do so by a majority of the Williamson County Commissioners Court. BADC shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by BADC or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE BADC SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE BADC, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. BADC HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, BADC SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF BADC OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: BADC agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, the County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: BADC agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of BADC which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. BADC agrees that the County shall have access during normal working hours to all necessary BADC facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give BADC reasonable advance notice of intended audits.

XIV.

Confidentiality: BADC expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all

times.

XV.

Resolution of Conflicting Terms and Conditions: In the event there is a conflict between the terms and conditions of this Contract and the terms and conditions of any document incorporated into this Contract by reference or attachment, the terms and conditions of this Contract shall control.

XVI.

Good Faith Clause: BADC agrees to act in good faith in the performance of this Contract.

XVII.

No Assignment: BADC may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 20____

**BUILDING ABATEMENT
DEMOLITION COMPANY, INC.:**



Authorized Signature

J. A. STRICKLAND

Printed Name

Date: 2-19, 2020

Exhibit "A"
Proposal/Quotation/Bid dated February 13, 2020

**BUILDING ABATEMENT
DEMOLITION COMPANY, INC.**

February 13, 2020

TIPS Contract #181101

Reference: Bid for the Demolition of Structures for Williamson County

In accordance with your request **Building Abatement Demolition Company, Inc.** is pleased to submit the pricing to furnish labor, equipment and materials needed for the completion of this project.

SELECTIVE DEMOLITION SCOPE OF WORK

- Removal and proper disposal of multiple houses, out buildings, slabs, asphalt, sidewalks, portable buildings, pavilion, interior or split rail fencing, rock wall, pool, backfill of pool, septic, trash, and tires

6801 FM 272 Bartlett TX:	\$10,650.00
101 CR138 Hutto TX:	\$10,550.00
175 CR 138 Hutto TX:	\$37,850.00
3825 CR 110 Hutto TX:	\$18,850.00
915 Stubblefield Lane Liberty Hill TX:	\$20,450.00
923 Stubblefield Lane Liberty Hill TX:	\$17,450.00
Lump Sum Bid:	\$115,800.00

EXCLUSIONS ARE AS FOLLOWS:

- Cutting and capping of any utilities or make safe
- Rerouting or relocating of utilities
- Utility pole removal
- Well plugging or capping
- Asbestos abatement
- Any concealed conditions
- Replacement of materials removed
- Permit filing or fees

BID NOTES AND CLARIFICATIONS:

- This proposal is based on three days during a normal work week Monday through Friday
- This proposal is good for sixty- (60) days from the date of this proposal
- Lump sum price includes all labor, supervision, material, equipment, waste hauling and disposal, overhead, profit, payroll taxes, General liability insurance and Workers compensation
- Provide transportation and disposal of all debris to an approved landfill by an insured and licensed hauler

Exhibit "A"
Proposal/Quotation/Bid dated February 13, 2020

- Removal and clean-up will be in accordance with all federal, state and local regulations that are specifically applicable to this job and are in effect at the time of this proposal
- **Building Abatement Demolition Company, Inc.** does not hereby assume responsibility nor indemnify the general contractor and / or owner for their sole negligence. In the event of concurrent negligence, **Building Abatement Demolition Company, Inc.** indemnity will apply to the extent of **Building Abatement Demolition Company, Inc.** negligence

TERMS:

The terms of payment of the material, equipment and labor based on the original scope of work described herein will be due: Upon Completion

We sincerely appreciate the opportunity to submit this proposal and look forward to being of other service on this project.

Sincerely;
Building Abatement Demolition Company, Inc.
JOE ROBERTS

OPERATIONS MANAGER