

**WOOD GRINDING SERVICES
CITY OF LAREDO SOLID WASTE DEPARTMENT**

STATE OF TEXAS §

COUNTY OF WEBB §

This contract is made by and between the City of Laredo, acting by and through its duly authorized City Manager hereinafter termed the Owner, and Nick Benavides (Company name), of the City of Laredo, County of Webb, State of Texas, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the "Provider".

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

The Provider has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, "Wood Grinding Services" -FY21-061. The contractor shall provide all labor, equipment, and materials for wood grinding services for the Solid Waste Department. All scope of services shall be in accordance to all provisions of the City of Laredo bid request FY21-061 (Attachment A) and the bid submitted by Nick Benavides (vendor name), (Attachment B) and insurances.

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INDEMNIFICATION

Contractor covenants and agrees to **FULL INDEMNIFY and HOLD HARMLESS**, the City and elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representative while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence causes personal injury, death, or property damage. **IN THE EVENT Contractor AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the

addresses set forth below in agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Robert A. Eads
Rosario C. Cabello
1110 Houston Street
Laredo, TX 78040

Company Name: Nick Benavides
Owner Name: Nick Benavides
Address: P.O. Box 15
City, State, Zip Code: Oilton, TX 78731

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

PRICING

Description	Total Project Cost
Single Pass Wood Grinding Services \$1.45 per cubic yard	
Double Pass Wood Grinding Services \$0.60 per cubic yard	\$ 150,000 annually

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

INSURANCE

The Provider shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

PERFORMANCE/PAYMENT BONDS

The Provider shall furnish the City with four (4) original copies of performance and payment bonds herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect

whatever.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided in the Specifications. IN WITNESS WHEREOF, the OWNER AND THE PROVIDER have hereunto set their hand this 24th day of June 2021.

Nick Benavides

Provider/Firm (Typed)

Nick Benavides Nick Benavides

Signature

Nick Benavides

Signature (Typed)

Title: Owner

P.O. Box 15

Address

Oilton, TX 78731

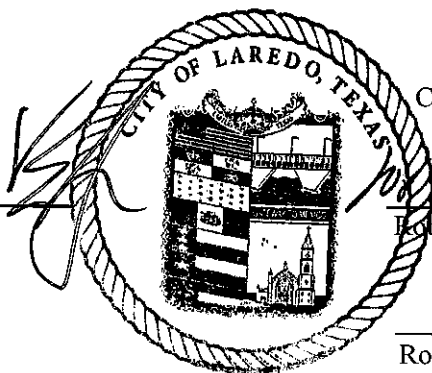
City/State/Zip Code

(956) 206-7001

Telephone Number:

ATTEST:

Jose A. Valdez, Jr
City Secretary



CITY OF LAREDO, TEXAS

Robert A. Eads 4/23/21
City Manager

Rosario C. Cabello, Deputy City Manager

APPROVED AS TO FORM:

Alyssa Castillon for
Alyssa Castillon, City Attorney