

## MEMORANDUM

To: Members of the City Commission

From: Lisa Agnor, City Manager

Date: December 1, 2016

Subject: Approval of an extension of a contract for pick-up and removal of litter from specified highways or street rights-of-ways within the corporate city limits of Marshall

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Mr. Ben Harber has requested an extension of the 2015 contract and agreement for Bid No. 2014-Litter Control. Mr. Harber is making this request for extension #2 noting that there is no increase in price currently being paid. If approved, this extension would cover the period from January 1, 2017 to December 31, 2017. This is the final extension provided for under the agreement.

### Recommendation

It is my recommendation that the Commission approve this contract extension request from Ben Harber of Marshall, TX to furnish the pick-up and removal of litter from specified highways or street rights-of-way within the corporation city limits of Marshall, at the cost of \$3,850 per month.

**AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS  
and BEN HARBER  
(Bid No. 2014-LITTER CONTROL)  
EXTENSION #2**

**STATE OF TEXAS:**

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF HARRISON:**

THIS CONTRACT is made and entered into on this the 1st day of January, 2017 by and between the City of Marshall, (hereinafter referred to as "CITY") and Ben Harber (hereinafter referred to as "CONTRACTOR"). In consideration of the mutual covenants hereinafter set forth, the CITY and CONTRACTOR agree as follows:

**I. Statement of Services to be performed.**

The Contractor shall pick up and remove all litter on a twice per month basis from specified highway or street right-of-ways within the corporate limits of the City in accordance with the attached highway and/or street list (Attachment A) or as revised by addendum listings. The Contractor shall perform the twice monthly litter removal in a cycle which will allow each specified highway or street to be serviced in the first two weeks of the month and then a second time in the third or fourth week of the month. The Contractor shall be responsible for the proper disposal of all litter.

The Contractor will be responsible for all necessary safety precautions including posting and erection of all signing necessary to comply with the attached signing requirements set by the State Department of Highways and Public Transportation.

The Contractor will not be responsible for removal or disposal of dead animals. The Contractor shall contact the Animal Control Division of the City to assure that the City will remove dead animals discovered by the Contractor.

All work shall be performed as specified or indicated in the Proposal (Attachment A), and, at the Contractor's own cost and expense. The Contractor shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the work, as described above and in accordance with the Proposal unless otherwise agreed to by the City.

**II. Signage, Equipment, and Safety.**

In order to insure safety of the traveling public, Contractor shall coordinate all work within the City and shall place warning signs in accordance with the Texas Manual on Uniform Traffic Control Devices. Signs, sign stands and safety flags, or other safety

material or devices as may be required to protect and warn the traveling public, must be furnished by the Contractor.

The Contractor agrees to accept full responsibility for any and all damages, including damage to City of State right-of-ways, as a result of their operations thereon. The Contractor further agrees to promptly repair any such damage in accordance with the City or State's instructions.

All equipment operating on City of State right-of-way shall be licensed in accordance with the laws of the State of Texas.

### **III. Contract Amount**

The total amount of this contract during this extended term shall not exceed \$46,200.00.

### **IV. Payment for Services**

The City shall pay Contractor for services performed upon receipt of a proper invoice presented to the City Finance Department within thirty (30) days from receipt of same.

Payment for services performed shall be billed at a rate of \$3,850.00/month (see amendment to contract).

### **V. Term of Contract**

The term of this contract shall be a period of twelve (12) months, beginning January 01, 2017 and ending December 31, 2017.

### **VI. Additional Requirements of Contractor**

The Contractor shall provide monthly reports to the City which demonstrates work performed during the previous month. Such reports shall identify locations worked along with dates and times when work was performed.

All operations must meet the approval of the City. The City Manager or his designee shall have the right throughout the duration of this agreement, to verify the Contractor's compliance with the terms of this agreement. Failure by the Contractor to satisfactorily perform the work herein specified shall be cause for immediate suspension of the work and possible cancellation of the agreement or declaration of default.

**VII. Insurance**

Contractor shall maintain insurance coverage during the entire term of this Contract in accordance with insurance requirements set forth in section 8 of the Bid Specifications contained in the Proposal. Contractor shall not commence work under this Contract until Contractor has obtained at Contractor's expense all insurance required by this Contract and such insurance has been approved by the City Manager or the City Manager's designee. Contractor shall not allow any subcontractor to commence work on any subcontract for the performance of work under this Contract until the subcontractor has obtained insurance that complies with all of the requirements of this Contract and such insurance has been approved. Nothing contained in the insurance requirements of this Contract shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from Contractor's operations.

**VIII. Compliance with Laws**

The Contractor Party shall comply with all Federal, State, and local laws, statutes, and ordinances applicable to the performance of this Contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Contractor shall furnish City with satisfactory proof of its compliance therewith.

**IX. No Third-party Beneficiaries**

Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the City and Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City and Contractor and not for the benefit of any other party.

**X. Special Provisions**

As to the contractual relationship between Contractor and the City, Contractor is and shall be considered in all things an independent contractor.

**XI. Entire Contract**

This Contract, together with the attachments identified herein, constitute the entire Contract between the City and Contractor and supersede all prior or oral understandings.

**XII. Severability**

The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

**XIII. Effect of Authorship on Construction of Contract**

The parties agree that this Contract shall not be construed in favor of or against any party on the basis that the party did or did not authorize this Contract.

**Executed on behalf of the Contractor by its owner shown below, and on behalf of the City by its City Manager, or authorized representative, this agreement will be effective on the 1<sup>st</sup> day of January, 2017.**

CITY OF MARSHALL  
PO Box 698  
Marshall, Texas 75671

CONTRACTOR:  
Ben Harber  
PO Box 1573  
Marshall, Texas 75671

By: \_\_\_\_\_  
Lisa Agnor  
City Manager

By: \_\_\_\_\_  
Ben Harber  
Owner

ATTACHMENT A  
 PICK-UP SCHEDULE  
 STREETS – LITTER CONTROL  
 MONTH \_\_\_\_\_ YEAR 2017

AREA	MILES	STREET	FROM	DIRECTION	TO	DATE COMPLETED
DOWNTOWN	0.50	BURLESON	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	RUSK	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	AUSTIN	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	HOUSTON	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	BOWIE	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	TRAVIS	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	GROVE	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	FRANKLIN	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	WELLINGTON	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	WASHINGTON	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	BOLIVAR	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	LAFAYETTE	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	ALAMO	HWY 80	SOUTH	TRAVIS	
<b>TOTAL</b>	<b>6.50</b>					
AREA	MILES	STREET	FROM	DIRECTION	TO	DATE COMPLETED
MAJOR HWYS	6.30	HWY 59	NORTH LIMITS	SOUTH	SOUTH LIMITS	
MAJOR HWYS	7.60	HWY 43	NORTH LIMITS	SOUTH	SOUTH LIMITS	
MAJOR HWYS	7.00	HWY 80	EAST LIMITS	WEST	WEST LIMITS	
MAJOR HWYS	3.80	FM 31	HWY 59	SOUTH	SOUTH LIMITS	
MAJOR HWYS	1.50	FM 1998	HWY 80	NORTH	LOOP 390	
MAJOR HWYS	1.70	FM 1997	HWY 80	NORTH	LOOP 390	
MAJOR HWYS	0.80	HWY 449	LOOP 390	WEST	WEST LIMITS	
I-20 OFF RAMP ONTO HWY. 59 (EAST & WEST)						
<b>TOTAL</b>	<b>28.70</b>					

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 MONTH \_\_\_\_\_ YEAR 2017

AREA	MILES	STREET	FROM	DIRECTION	TO	DATE COMPLETED
ARTERIES	1.70	WASHINGTON	GINOCHIO	SOUTH	HWY43	
	2.80	SOUTH WASHINGTON	PINECREST	SOUTH	BETH ANN	
	3.30	HOUSTON	HWY 80	WEST	WEST LIMITS	
	0.20	INDIAN SPRINGS	HWY 80	SOUTH	FM 31	
	1.70	ELYSIAN FIELDS	HWY 59	EAST	FM 31	
	1.80	WARREN DRIVE/AIRPORT ROAD	HWY 80	SOUTH	FM31	
	1.00	BELL CUT OFF	FM 1998	NORTH	HWY 43	
	0.70	TRAVIS	ALAMO	EAST	HWY 59	
	0.90	POPLAR		EAST	HWY 59	
	1.70	HARRIS LAKE ROAD	HWY 59	EAST	LOOP 390	
	0.40	BOLIVAR	HWY 80	NORTH	POPLAR	
	1.60	GARRETT	TRAVIS	SOUTH	HWY 43	
	1.60	GROVE/BOMAR	TRAVIS	SOUTH	HWY 43	
	1.60	UNIVERSITY	WASHINGTON	WEST	NORIT	
	1.20	MLK BLVD. (WEST END. BLVD)	HOUSTON	SOUTH	HWY 43	
	0.70	JOHNSON	HWY 59	WEST	GARRETT	
	0.50	MAVERICK DRIVE	JOHNSON	SOUTH	HWY 43	
	1.30	SANFORD	HOUSTON	SOUTH	MEREDITH	
	1.70	ROSBOROUGH SPRINGS	HWY 43	SOUTH	SOUTH LIMITS	
	1.50	WILEY/MOORE/CARTER/COLLEGE/RO SB.SPRING	HOUSTON	SOUTH	HWY 43	
	1.00	CARTER'S FERRY	UNIVERSITY	SOUTH	HWY 43	
	0.50	HARLETON ROAD	NORWOOD	WEST	LOOP 390	
	0.70	EVANS	VAN ZANDT	NORTH	LOOP 390	
	0.60	VAN ZANDT	GROVE	WEST	NORWOOD	
	1.10	NORWOOD	HWY 80	NORTH	LOOP 390	

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 STREETS - LITTER CONTROL  
 MONTH \_\_\_\_\_ YEAR 2017

AREA	MILES	STEET	FROM	DIRECTION	TO	DATE COMPLETED
ARTERIES	.40	THIRD	POPLAR	SOUTH	GRAND	
	.20	VIRGINIA	FRANKLIN	EAST	ESPLANADE	
	.40	STATE	SIXTH	EAST	JEFFERSON	
<b>TOTAL</b>	<b>30.00</b>					
<b>GRAND TOTAL</b>	<b>65.20</b>					

SIGNATURE \_\_\_\_\_

TOTAL LITER PICK UP \_\_\_\_\_ CUBIC YARDS