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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING A SALVAGE CONTRACT TO NELSON SALVAGE OF SAN ANGELO, TEXAS, FOR SALVAGE RIGHTS AT THE ABILENE REFUSE DISPOSAL AREA.

WHEREAS, the City of Abilene duly advertised and gave such notice as required by law for bids on a contract for salvage rights at the Municipal Refuse Disposal area; and,

WHEREAS, bids were received on September 20, 1965, as follows:

BIDDER	2-YEAR	5-YEAR
Nelson Salvage	\$ 600.00	\$ 650.00
Odessa Metals	521.25	581.25
C&M Salvage, Inc.	511.11	No bid
Ray D. Swindell	366.50	566.50
Jack Atkinson	No bid	500.00
W. O. Smith	351.26	351.26
C. E. Tennyson	No bid	350.00
Lasater & Boone	300.00	325.00
C. S. Frush	No bid	310.00; and,

WHEREAS, it is the opinion of the City Council that the bid of Nelson Salvage of San Angelo, Texas, in the amount of Six Hundred Fifty Dollars (\$650.00) per month, on the basis of a 5-year contract, is the best responsible bid; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE,

TEXAS:

Section 1: That the bid of Nelson Salvage in the amount of \$650.00 per month be and is hereby in all things approved and accepted.

Section 2: That a contract be awarded to such company for salvage rights at the Municipal Disposal Area, and the Mayor be and is hereby authorized to execute such contract on behalf of the City of Abilene.

Section 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 23rd day of September, A. D. 1965.

ATTEST:

MAYOR
Mayor Pro Tempore


CITY SECRETARY

APPROVED:

Les Cochran, Assistant City Attorney

THE STATE OF TEXAS |
COUNTY OF TAYLOR |

C O N T R A C T

THIS AGREEMENT, made and entered into this 1st day of October, 1965, by and between the City of Abilene, a municipal corporation located in Taylor County, Texas, hereinafter referred to as "Owner", and Marvin E. Nelson, doing business as Nelson Salvage of San Angelo, Texas, hereinafter referred to as "Contractor";

W I T N E S S E T H :

That for and in consideration of the following covenants and conditions, Owner hereby grants to Contractor a contract for salvage rights at the City of Abilene disposal area:

1. Contract shall be for a period of five years commencing on October 1, 1965, and ending on September 30, 1970.
2. Contractor shall remove as much salvageable material as possible in order to reduce the amount of land required for the disposal area. Such removal work shall be in a good and workmanlike manner and shall not interfere with the operation of the City of Abilene at the disposal area.
3. Contractor shall pay to the Owner the sum of Thirty-nine Thousand Dollars (\$39,000.00), payable in monthly installments of Six Hundred Fifty Dollars (\$650.00), the first of such payments due and payable on October 1, 1965, and on the first day of each succeeding month thereafter. Final payment under this contract shall be due and payable on September 1, 1970.
4. Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees, from all loss or damage and from any and all claims arising by reason of accident, injury or damage to any person or property, directly or indirectly arising out of or attributed to the performance of this contract, and shall further defend, at Contractor's sole expense, any and all suits or actions arising out of such claims or matters.

5. Contractor shall provide the following types of insurance, which shall be kept in full force and effect at all times during the term of this contract:

- a. A public liability insurance policy insuring the above described hold harmless clause and naming Owner as a co-insured, such liability insurance to be in limits of no less than One Hundred Thousand Dollars (\$100,000.00) per person bodily injury; Three Hundred Thousand Dollars (\$300,000.00) per accident bodily injury; and Ten Thousand Dollars (\$10,000.00) property damage;
- b. A performance bond in an amount not less than Three Thousand Dollars (\$3,000.00) guaranteeing that all performance by Contractor will be in accordance with these specifications; and,
- c. A payment bond of not less than Three Thousand Dollars (\$3,000.00) guaranteeing that the monthly payments due and owing to Owner are promptly made when due and then owing.

6. Contractor agrees that this contract, or any part thereof, cannot be assigned without the consent of the City Manager having been obtained in writing prior to such assignment. Any such assignment, if approved, shall be for the entire contract as written, subject to and including all its terms, conditions and requirements.

7. Contractor further agrees that the City disposal area will remain open to the general public at all times. Owner and Contractor agree that this contract shall also include salvage rights to any new disposal area opened during the term of this contract, with the provision that should such new disposal area be a "cut and cover" sanitary fill operation, it is understood that all materials shall be covered by the Refuse Disposal Department at the end of each day's operation.

8. Contractor agrees that should a violation of any condition or term of this contract occur, he will be notified of such violation by Owner's Department of Public Works. Should such violation continue for a period of thirty (30) successive days after receipt of such notice, Owner's Director of Public Works, at his sole and exclusive option, may declare this contract null and void without further notice to Contractor, who shall have the right to appeal such decision to the City Council.

EXECUTED in Abilene, Texas, this day and year first above written, by

Owner, City of Abilene, Texas, acting through its Mayor, and Nelson Salvage,
by Marvin E. Nelson, Contractor.

OWNER

CITY OF ABILENE, TEXAS

By 
MAYOR

ATTEST:


CITY SECRETARY

APPROVED:


Les Cochran, Assistant City Attorney

CONTRACTOR

NELSON SALVAGE

By 
Marvin E. Nelson, Owner