

REQUEST FOR PRICING

FOR

JANITORIAL SERVICES



Response Deadline

June 13, 2014

12:00 PM Central Standard Time (CST)

To:

Tami Nagar
Administrative Services Specialist
Brushy Creek MUD

16318 Great Oaks Drive
Round Rock, TX 78681

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT
REQUEST FOR PRICING FOR JANITORIAL SERVICES

1. INTRODUCTION

Brushy Creek Municipal Utility District (the “District”) is seeking pricing from qualified Service Providers to provide Janitorial Services for the District’s Community Center, Administrative Offices, and Park and Pool Restrooms for a contract term of (1)one-year.

2. SCOPE OF SERVICES

2.1. General

The District seeks pricing for Janitorial Services for the District Community Center, Administrative Offices and Park and Pool Restrooms. The service provider is to provide all labor, equipment and necessary cleaning supplies and paper products necessary for the proper cleaning and disinfecting of the District facilities as listed in accordance with the attached scope of work.

2.2 Scope of Work

Attached as **Exhibit “A”** are the Housekeeping Scope of Work lists indicating the areas to be serviced and the schedule/frequency of housekeeping required.

The Scope of Work represents the general requirements for the District’s housekeeping needs for each area within the Community Center and Park and Pool Restrooms.

Service Providers shall be responsible for providing the housekeeping services that meet or exceed all of the requirements as set forth in the Scope of Work.

2.3. Locations of Services

Attached as **Exhibit “B”** to this RFP are maps which identify the locations where Housekeeping Services are sought by the District. Service Providers are encouraged to attend the scheduled **Facility Walk-Through at 9:00 a.m. on June 4, 2013**, in order to provide the most accurate pricing proposal.

3. PROCEDURAL INSTRUCTIONS

3.1. Intent

This procurement is intended to result in the selection of a service provider that is most advantageous to the District, and that will result in the best and most economical Janitorial Services. **However, vendors should be aware that quality of the services provided is more important to the District than the pricing.**

3.2. Items to be Provided with Submittals

All proposal submittals must include the following items:

1. Cover letter- signed letter stating that the Service Provider has the capability of performing the housekeeping services requested by the District.
2. Questionnaire and Information Form- The questionnaire form set forth as **Exhibit “C”** must be completed in its entirety.

3. Pricing- The Service Provider shall specify the total monthly pricing for the Housekeeping Services.
4. Experience- The Service Provider must identify at least two examples of similar work to that which is requested that the Service Provider is currently performing or has performed within the past 24 months.
5. Employee Screening and Facility Security- The Service Provider must indicate their policies and guidelines on the selection of their employees and supervision of their employees to ensure the safety of our facilities.
6. Insurance- The Service Provider shall certify that it has or will be able to get insurance coverage in the amounts specified in **Exhibit "D", Agreement**.
7. References- The Service Provider shall identify three current references, including the name, title, and daytime telephone number of the references, along with one reference from a cancelled contract.

3.3 Questions

Questions regarding the procurement process or the Housekeeping Services sought by the District may be directed to Tami Nagar via e-mail at t.nagar@bcmud.org. Phone calls and faxes WILL NOT be accepted. The District shall attempt to answer written inquiries concerning the RFP, but shall not be obligated to do so.

3.4. Timeline

Procurement package distributed to Service Providers:

May 19, 2014

District Facilities' Walk-Thru

June 4, 2014

Meet at Brushy Creek MUD Community Center Lobby at 9:00 a.m.

Pricing due from Service Providers:

June 13, 2014 12:00 p.m.

Information Presented to Board of Directors for Selection

June 26, 2014

Estimated Start Date of Housekeeping Services Contract:

July 2014

3.9 Confidential Information.

The District is subject to the Texas Public Information Act. Any information submitted to the District by an Offeror shall be available to the public, unless it is clearly marked "CONFIDENTIAL". If another party requests access to information marked confidential, then the District shall ask the Offeror if the information may be released. If the release is agreed to, the District shall release the information. If the release is denied, the matter shall be referred to the Texas Attorney General's Office where the Offeror shall be responsible for substantiating its confidentiality. The Attorney General's office shall rule on the matter. Pricing information contained in proposals or contracts is not considered confidential under the PIA and will be disclosed without making a request to the Texas Attorney General.

4.0 Requirements of Contractor

1. Provide employees with suitable photo identification and uniform or smock to be worn at all times when performing custodial services in District facilities.
2. Establish a primary and secondary contact person whom would be available for any custodial emergencies.
3. At least one (1) contractor employee on site at each facility, at all times, must be able to read, speak and write in the English language.
4. Contractor's employees may not bring children to facilities while performing services.
5. The District requires Contractor to perform background checks and bonding on all employees.

5.0 Conduct of Work

1. Each offeror shall submit with their proposal, the number of persons and the estimated number of hours to complete the cleaning for each facility. Failure to provide documentation may result in disqualification of proposal.
2. Any work that is unsatisfactory to the District's representative will be called to the attention of the Contractor and the Contractor will be required to properly service the area in question and take steps to improve the overall results in the future. Failure by the contractor to comply with such requests will result either in the corrective work being done by others with the cost charged to the Contractor, or by deductions being imposed. If the Contractor fails to rectify the unsatisfactory conditions, the contract will be terminated.
3. The successful Contractor shall conduct cleaning in such a manner that there will be no interruption in, or interference with the proper execution of District business.
4. Failure to provide services in accordance with the specifications may result in non-payment of services by adjustment of monthly fee. Failure to provide services may be cause for termination of contract.

6.0 Protection and Damages

1. Facilities damaged due to vandalism, which are linked to any unsecured entryways due to negligence of the contractor will be repaired or replaced at the Contractor's expense.
2. The successful Contractor shall without additional expense to the District, be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence in connection with the execution of the work, and shall be responsible for the proper care and protection of work performed. Breakage or loss of office equipment or other property, including that of a District employee, which may occur in or about a building as a result of the Contractor's employee, shall be repaired or replaced at the Contractor's expense.
3. The successful Contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the work. The Contractor shall observe all pertinent safety practices and comply with applicable safety regulations, i.e. (O.S.H.A.).

7.0 Agreement

Attached as "**Exhibit D**" to this RFP is a sample Agreement to be entered into regarding the Housekeeping Services. The Agreement is a part of this request. Upon selection of a Service Provider by the Board of Directors, the Service Provider must execute the Agreement. Failure to do so shall constitute cause for the District to enter into an Agreement with another Service Provider.

8.0 Conflict of Interest

The Board of Directors of Brushy Creek Municipal Utility District (the “District”), in compliance with Section 49.199 of the Texas Water Code, has adopted a Code of Ethics Policy. In accordance with this policy, please disclose the following information:

1. Whether or not any of the Board of Directors or Management Staff listed below has a substantial interest in the Contractor or its affiliates.
2. Whether or not any of the Board of Directors or Management Staff listed below has a direct or indirect contractual relationship with the Offeror or its affiliates.

2014
Board of Directors
Brushy Creek Municipal Utility District

- Rebecca Tullos, Board President
- Russ Shermer, Board Vice-President
- Jeffrey D. Goldstein, Secretary
- Shean Dalton, Treasurer
- Donna B. Parker, Assistant Secretary/Treasurer

DISTRICT STAFF

- Mike Petter, General Manager
- David Gaines, Chief Administrative Officer
- Betsy Schultz, Community Center Coordinator
- Shawn McCarthy, Facilities Maintenance

Exhibit A
HOUSEKEEPING SCOPE OF WORK

Community Center

Areas to be serviced:

- Lobby
- Customer Service lobby
- Hallways
- Restrooms
- Fitness & Workout Rooms
- Game Room
- Child Play Room
- Craft Room
- Offices
- Kitchen/Break Rooms

Daily

- Fully vacuum all carpets from wall to wall. Vacuum mats
- Spot clean carpeted areas using approved spotter
- Dust all furniture, fixtures, and accessories
- Dust mop all hard surface floors with treated or electrostatic dust mop
- Damp mop entire areas using a germicidal cleaner, (cleaner must be safe for waxed vinyl flooring) clean counters, bathrooms
- Clean and sanitize bathroom stall walls
- Clean and sanitize all toilets and/or urinals
- Clean and sanitize water fountains
- Sanitize all restroom floors and door handles, fixtures, faucets and handles using germicidal cleaner
- Clean all partition glass, clean both sides of all glass doors, frames and side glass
- Refill dispensers, empty trash, clean and sanitize counter tops and sinks.
- Dust window sills
- Empty all trash
- Clean mirrors, wipe chrome, sweep and mop floors using a germicidal cleaner
- Empty all sanitary waste receptacles
- Check for cobwebs and knock down cobwebs
- Kitchen
 - Clean and sanitize outside of all kitchen appliances, cabinets, counter tops and walls
 - Dust mop all hard surface floors with treated or electrostatic dust mop
 - Damp mop entire area using germicidal cleaner
 - Dust all furniture, fixtures, equipment and accessories
 - Empty trash

Monthly

- Dust all high and low areas, pictures frames, clocks, partitions tops, lockers, windows frames, top of doors, door frames and chair rails.
- Clean and sanitize telephones.
- Clean all ceiling vents
- Clean all baseboards

Office Areas

Monthly

- Fully vacuum all carpets from wall to wall and maintain clean carpeted areas, and vacuum mats
- Spot clean carpeted areas using approved spotter
- Empty all trash receptacles; replace liners if necessary
- Dust all furniture, fixtures, equipment and accessories
- Dust mop all hard surface floors with treated or electrostatic dust mop
- Damp mop vinyl floor areas using a germicidal cleaner
- Dust all high and low areas (e.g., pictures, clocks, partition tops)
- Clean all reachable ceiling vents and return air grills
- Clean all baseboards
- Dust blinds and window sills
- Clean both sides of all glass doors, frames and side glass
- Staff Break Room
 - Clean and sanitize outside of all kitchen appliances, cabinets, counter tops and walls
 - Dust mop all hard surface floors with treated or electrostatic dust mop
 - Damp mop entire area using germicidal cleaner
 - Dust all furniture, fixtures, equipment and accessories
 - Empty trash

General

- Maintain clean and orderly janitorial closets
- Turn off all lighting in designated areas after cleaning is complete
- Secure all designated areas
- Supervision; regular conversation shall take place between client and contractor to ensure proper satisfaction of cleaning, monthly inspection will take place to ensure building is being cleaned to client's standards

HOUSEKEEPING SCOPE OF WORK

17501 Great Oaks (formerly 901) – Staff Building

2 times - Weekly

- Fully vacuum all carpets from wall to wall. Vacuum mats
- Spot clean carpeted areas using approved spotter
- Dust all furniture, fixtures, and accessories
- Dust mop all hard surface floors with treated or electrostatic dust mop.
- Damp mop entire areas using a germicidal cleaner, cleaner must be safe for waxed vinyl flooring, clean counters, bathrooms
- Clean and sanitize water fountains.
- Sanitize all restroom floors and door handles, fixtures, faucets and handles using germicidal cleaner
- Clean and sanitize toilets and/or urinals
- Clean all partition glass, clean both sides of all glass doors, frames and side glass
- Refill dispensers, empty trash, clean and sanitize counter tops
- Empty all trash
- Clean mirrors, wipe chrome, sweep and mop floors using a germicidal cleaner
- Empty all sanitary waste receptacles
- Check for cobwebs and knock down cobwebs
- Staff Break Room
 - Clean and sanitize outside of all kitchen appliances, cabinets, counter tops and walls
 - Dust mop all hard surface floors with treated or electrostatic dust mop
 - Damp mop entire area using germicidal cleaner
 - Dust all furniture, fixtures, equipment and accessories
 - Empty trash

Monthly

- Dust all high and low areas, pictures frames, clocks, partitions tops, lockers, windows frames, top of doors and door frames
- Clean all ceiling vents
- Clean all baseboards

HOUSEKEEPING SCOPE OF WORK

Public Park Restrooms

Locations:

- Community Center Park (16318 Great Oaks Drive)
- Pepper Rock Park (8609 Pepper Rock Park Drive)
- Cat Hollow Park (8600 O'Connor Drive)
- Creekside Park (4300 Brushy Creek Road)
- Sendero Springs Park (4203 Pasada Lane)

Monthly

- Clean & sanitize the following:
 - Floors
 - Walls – 48” high
 - Urinals
 - Toilets
 - Partitions
 - Sinks
 - Wipe down mirrors
 - Wipe down door knobs

Additional information regarding public restrooms –

- Contractor must notify the District 24 hours in advance of cleaning of the restrooms
- Park restrooms are open any time during the week
- Not all park restrooms have floor drains
- Restrooms should be cleaned with a germicidal cleaner with a clean smell

HOUSEKEEPING SCOPE OF WORK

Pool Restrooms

Locations:

- Highland Horizon Pool (401 Highland Horizon) – year round cleaning
- Cat Hollow Pool (8600 O'Connor Drive.) – cleaning April through August
- Creekside Pool (4300 Brushy Creek Road) – cleaning April through August
- Sendero Springs Pool (4203 Pasada Lane) – year round cleaning

Monthly

- Clean & sanitize the following:
 - Floors
 - Walls – 48” high
 - Urinals
 - Toilets
 - Partitions
 - Sinks
 - Showers (where applicable)
 - Wipe down mirrors
 - Door knobs

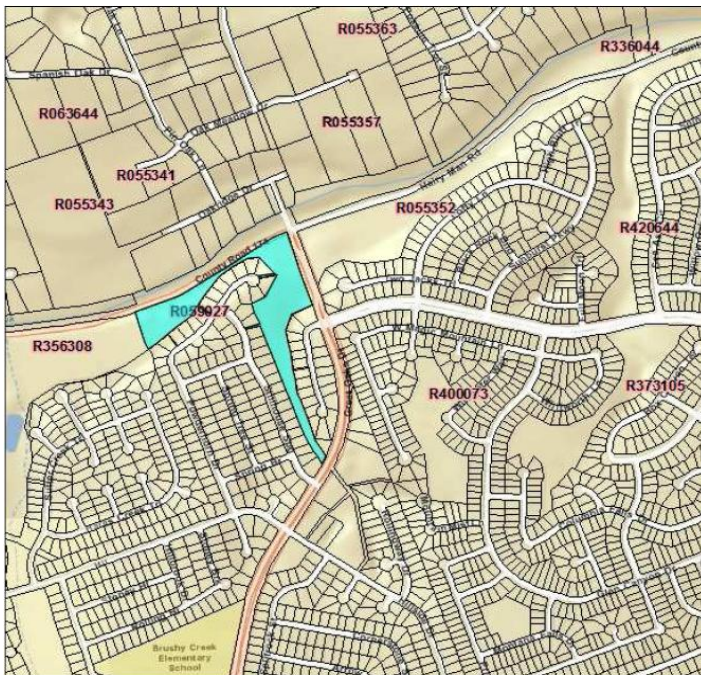
Additional information regarding public restrooms –

- Contractor must notify the District 24 hours in advance of cleaning of the restrooms
- Pool restrooms are available for cleaning at the following times and days:
 - Creekside Pool – 12-2pm – Mondays
 - Sendero Springs Pool – 1-3pm – Wednesdays
 - Highland Horizons Pool – 12-2pm – Thursdays
 - Cat Hollow Pool – 8am-12pm - Fridays
- Pool schedule will be provided to contractor
- Restrooms should be cleaned with a germicidal cleaner with a clean smell

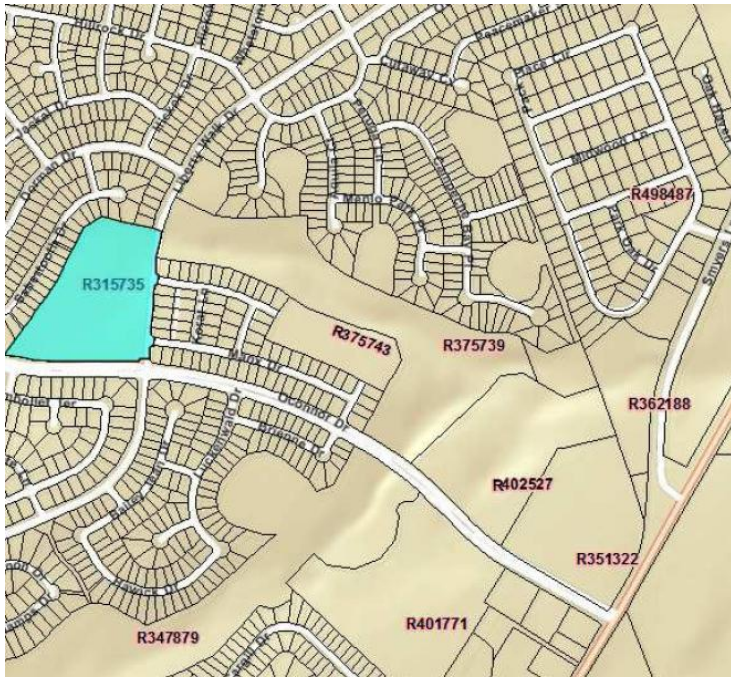
EXHIBIT B Maps



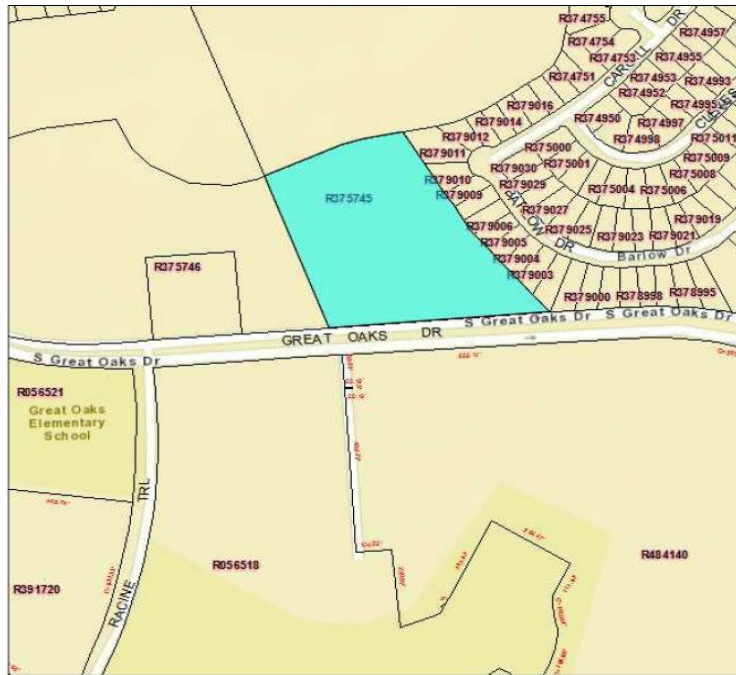
Pepper Rock Park
8609 Pepper Rock Drive, Round Rock



Creekside Pool and Park
4302 Brushy Creek Road, Round Rock



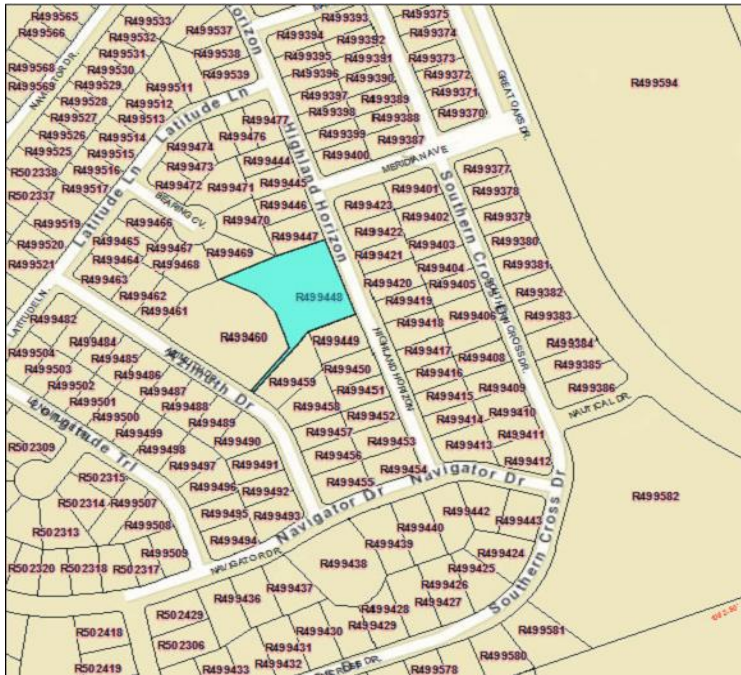
Cat Hollow Park and Pool
8320 O'Connor Road, Round Rock



Community Center Park
16318 Great Oaks Drive



Sendero Springs Park and Pool
4203 Pasada Lane, Round Rock



Highland Horizon Pool and Park
410 Highland Horizon, Round Rock

Exhibit C

Questionnaire and Information Form

OFFEROR QUESTIONNAIRE AND INFORMATION FORM

Offeror MUST complete this form in its entirety. If a question is not applicable, Offeror should state "not applicable".

BUSINESS AND CONTACT INFORMATION

Business Name: _____ Federal Tax ID # _____

Address: _____ City/State/Zip: _____

Contact Name: _____ Phone #: _____ Fax #: _____

E-Mail: _____ Web Site: _____

Number of Years been in Business: _____

Type of Business Entity: Corporation LLC LP LLP Other _____

In What State & Year Did Business Organize in Your Current Structure: _____

Full Legal Name of Parent or Holding Company, if any: _____

(Note: if there are several tiers of ownership, attach a corporate organizational chart)

Services Provided by Business: _____

CONTRACT INFORMATION/PERFORMANCE

In the past three (3) years, has Business:

- (a) Been engaged in any litigation? Yes No If yes, attach explanation.
- (b) Completed all contracts it was awarded? Yes No If no, attach details.
- (c) Been awarded a bonus for early completion of work? Yes No If yes, attach details.
- (d) Defaulted on a contract? Yes No If yes, attach details.
- (e) Been assessed liquidated damages? Yes No If yes, attach details.

The undersigned Offeror declares: (a) that it has reviewed and agrees to the Terms and Conditions, Scope of Work, and all other documents herein; (b) that through its authorized personnel it has personally examined the location of the proposed work and has determined the amount and character of the proposed work and the supervision, labor, tools, material as identified, and equipment, necessary to complete the same in compliance with the specifications and contract documents (if applicable); and (c) that Offeror has no conflict of interest, as defined in the RFP.

SIGNATURE: _____ **TITLE:** _____

PRINTED NAME: _____ **DATE:** _____

AGREEMENT FOR JANITORIAL SERVICES

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This Agreement For Janitorial Services (“Agreement”), dated as of this ____ day of _____, 2014 (the “Effective Date”), by and between Brushy Creek Municipal Utility District, a Texas conservation and reclamation district (the “District”), and _____, a Texas business (“Contractor”), evidences that:

RECITALS

WHEREAS, the District desires to retain a Service Provider to provide Janitorial Services for the District’s Community Center located at 16318 Great Oaks Drive, 17501 Great Oaks Drive, and various Parks and Pools throughout the District, located in Round Rock, TX; and

WHEREAS, Contractor agrees to provide such janitorial services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Contractor contract and agree as follows:

AGREEMENT

I.

ENGAGEMENT OF INDEPENDENT CONTRACTOR

Section 1.1 Engagement of Contractor. The District hereby engages Contractor to provide janitorial services (the “Services”, as more particularly described in Section 2.1 below) at the District’s Community Center, located at 16318 Great Oaks Drive, 17501 Great Oaks Drive, and various parks and pools throughout the District, located in Round Rock, Texas, during the term of this Agreement. Contractor acknowledges and agrees that this Agreement is non-exclusive with respect to the District, and the District may utilize the services of others to perform other various services from time to time. The manner in which the Services are to be performed shall be determined by Contractor.

Section 1.2 Term of Engagement. The term of this Agreement shall commence on the Effective Date and continue for a period of twelve months (12) until it terminates according to its terms.

II.

DUTIES OF INDEPENDENT CONTRACTOR

Section 2.1 Services.

(a) Contractor shall provide janitorial services as outlined in the Scope of Work that has been provided to the Contractor.

Section 2.2 Access. Contractor shall perform the Services during pre-determined and specified hours at the District’s Community Center located at 16318 Great Oaks Drive, Utility Office located at 17501 Great Oaks Drive, and various pools and parks throughout the District, located in Round Rock, TX. The District shall provide access to Contractor for purposes of performing the Services.

Section 2.3 Equipment, Tools, Materials or Supplies. Contractor shall supply, at Contractor's sole expense, all labor, equipment, tools, materials and/or supplies necessary for the provision of the Services under this Agreement, including cleaning solutions. The District shall be responsible for supplying all paper products, trash liners, bathroom deodorizers, and hand soaps.

Section 2.4 Standard of Performance. Contractor will work independently and exercise its own judgment in performing the Services. The District shall have no control over the means or methods of Contractor's work, except that Contractor shall provide Services in a professional and workmanlike manner consistent with the standards of the trade and with the standards and business policies of the District, and shall comply with all applicable local, state and federal laws, rules and regulations. In the event Contractor hires employees to assist Contractor in providing the Services to the District under this Agreement, both parties expressly acknowledge that Contractor is not doing so in any capacity of the District as a representative, and Contractor shall be ultimately responsible for the quality of the Services and for ensuring such employees' compliance with professional standards and applicable laws. Contractor shall be solely responsible for any salary, benefits or other compensation of any such employees.

Section 2.5 Correction of Defective Services. In the event that Contractor fails to perform any of the Services to the District's reasonable satisfaction, the District shall bring such defective Services to the attention of Contractor. Contractor shall promptly correct the defective Services. No additional compensation shall be made by the District to Contractor in connection with correcting defective Services.

III. COMPENSATION AND EXPENSES

Section 3.1 Compensation for Services. As consideration for the provision of the Services by Contractor, the District shall pay to Contractor an amount equal to _____ per month that this Agreement remains in effect. Contractor shall prepare and send a monthly invoice to the District for Services rendered during the preceding quarter. The District shall provide payment for all completed Services within 30 days after receipt of invoice for payment. Interest on non-disputed invoices shall accrue at one and one-half percent (1.5%) per month on all non-disputed charges not timely paid within 30 days.

IV. REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Contractor. To induce the District to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Contractor represents and warrants to the District as follows:

- (1) that Contractor possesses all skills necessary to perform its obligations hereunder, and is competent to perform such obligations;
- (2) that the Services shall be performed in accordance with all applicable local, state and federal laws, regulations, and governmental requirements; and
- (3) that Contractor shall be responsible for any damage to property, or injury to persons, arising out of the Services. In the event of any damage to, or loss of, District property arising out of the Services performed by Contractor, Contractor shall pay all costs and expenses incurred by the District within 10 days of receipt of an invoice for payment.

Section 4.2 Insurance. Contractor shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of this bid by the successful bidder, its agents, representatives, volunteers, employees or subcontractors. Certificates of Insurance and endorsements shall be furnished to the District and approved by the District before commencement of Services.

The following standard insurance policies shall be required each in an amount not less than \$1,000,000:

- General Liability Policy
- Automobile Liability Policy
- Workers' Compensation Policy (Statutory)

V.

RELATIONSHIP OF PARTIES

Section 5.1 Independent Contractor. Contractor is an independent contractor and shall in no sense be considered an employee or agent of the District. Contractor will have no power or right to enter into contracts or commitments on behalf of the District.

Section 5.2 Taxes. The District shall not be responsible for, and shall not withhold or pay any federal, state or local income tax, nor payroll tax of any kind, on behalf of Contractor or any employees of Contractor. Contractor shall be responsible for the filing and payment of all income related taxes associated with Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes, and agrees to indemnify the District against any and all liability should Contractor be considered an employee of the District by any governmental agency.

Section 5.3 Reimbursement of Expenses. Except as otherwise agreed in writing, the District shall not be liable to Contractor for any expenses paid or incurred by Contractor.

Section 5.4 Fringe Benefits/Workers' Compensation. Contractor, as one engaged in its own independently established business, is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the District. The District is not responsible for, and shall not provide, workers' compensation insurance for Contractor or employees of Contractor.

Section 5.5 Unemployment Tax. Contractor understands that the District shall not be making contributions on its behalf for unemployment compensation, and agrees to make whatever contributions are required of it as an employer.

VI.

CONFIDENTIAL INFORMATION

Section 6.1 Confidential Information. During the performance of the Services, Contractor and its personnel may be exposed to various sensitive information belonging to the District consisting of, but not limited to, access codes, social security numbers, drivers license information, processes, customer or supplier lists, trade secrets, business plans, compilations of information, records, procedures, techniques, technical data, know-how, methods of operation and other confidential information (collectively, the "Confidential Information"), which are acquired, developed and/or used by the District. Contractor acknowledges and agrees all Confidential Information is and will remain the property of the District.

Section 6.2 Use or Disclosure of Confidential Information. Contractor agrees it shall not use in any way or disclose any of the District's Confidential Information, either directly or indirectly, either during the term of this Agreement or at any time thereafter, except as required in the course of performance under this Agreement, to the extent such Confidential Information is publicly known, or as required by law. All files, records, documents, information, data, and similar items relating to the business of the District shall remain the exclusive property of the District and shall not be removed from the premises of the District under any circumstances.

Section 6.3 Enforcement. It is understood and agreed by the parties that unauthorized use or disclosure, or threatened unauthorized use or disclosure, of the District's Confidential Information will diminish the value of the Confidential Information. In the event Contractor breaches, or threatens to breach, this Article VI, the District shall be entitled, among other remedies, to injunctive relief prohibiting the Contractor from disclosing such information as well as monetary damages.

VII. INDEMNIFICATION

Section 7.1 General. Contractor shall indemnify, defend and forever hold harmless the District and its officers, directors, employees, agents successors and assigns against and in respect of any and all liability, loss, claims, cost and expense (including reasonable attorneys fees and costs of litigation) that may be incurred by the District arising out of, in connection with, or that may be incurred as a result of Contractors being negligent or derelict in the performance of the Services, in connection with any malfeasance, theft or damages caused by Contractor or its personnel, or as a result of a breach by Contractor of any of the covenants or warranties given herein.

VIII. TERM AND TERMINATION

Section 8.1 Term. This Agreement shall become effective as of the Effective Date upon execution by both parties. The Agreement shall remain in effect for a period of twelve (12) months from the Effective Date. This Agreement will renew automatically for up to four successive one-year terms unless the District or Contractor gives written notice of non-renewal to the other party at least 30 days prior to the expiration of the then-current term.

Section 8.2 Termination by the District.

(a) Notwithstanding any other provision herein, the District shall have the right to terminate this Agreement at any time and without cause by serving thirty (30) days prior written notice of termination upon Contractor.

(b) In the event of theft, damage to property, or breach of this Agreement by Contractor, the District shall be entitled to terminate this Agreement immediately by providing written notice of termination to Contractor.

(c) After the effective date of termination, all obligations of the parties with respect to each other and under this Agreement immediately shall cease and be of no further force and effect, except for any liabilities, obligations or monies which shall have then accrued or which arise out of the authorized Services performed hereunder prior to the date of termination. Under no circumstances shall Contractor be entitled to incidental or consequential damages, or any claim for lost profits as a result of any termination of this Agreement by the District.

Section 8.3 Termination by Contractor. Notwithstanding any other provision herein, Contractor shall have the right to terminate this Agreement at any time after 30 days prior written notice to the District and without cause by serving written notice of termination upon the District. The termination notice shall specify the effective date of termination. Upon the request of the District, Contractor shall suspend all Services until the effective date of termination. After the effective date of termination, all obligations of the parties with respect to each other and under this Agreement immediately shall cease and be of no further force and effect, except for any liabilities, obligations or monies which shall have then accrued or which arise out of the authorized work performed hereunder prior to the date of termination, except for any obligations that expressly survive termination of the Agreement. Under no circumstances shall the District be entitled to incidental or consequential damages, or any claim for lost profits as a result of any termination of this Agreement or any action taken in good faith by Contractor.

IX. MISCELLANEOUS

Section 9.1 Notice. All notices hereunder from Contractor to the District will be sufficient if sent by certified mail or facsimile transmission with confirmation of delivery, addressed to the District to the attention of General Manager, Brushy Creek Municipal Utility District, 16318 Great Oaks Drive, Round Rock, Texas 78681, Facsimile (512) 255-0332. All notices hereunder from the District to Contractor will be sufficiently given if sent by certified mail or facsimile transmission with confirmation of delivery to Contractor at _____, Facsimile _____.

Section 9.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas (exclusive of conflicts of law principles).

Section 9.3 Entire Agreement and Amendments. This Agreement represents the entire Agreement between the District and Contractor with respect to the subject matter of this Agreement. This Agreement may not be amended except in a writing signed by the party against whom such amendment is to be enforced.

Section 9.4 Assignments. Contractor may not assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the District. Any attempted assignment or delegation in violation of the immediately preceding sentence will be void.

Section 9.5 Severability If any of the provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of this Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties will be construed and enforced accordingly.

Section 9.6 Survival. Articles IV, VI and VII shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT:

By: _____

Name: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____