

SERVICE AGREEMENT NO. 6248

Preventative Maintenance and Emergency Vector Services

THIS **Preventative Maintenance and Emergency Vector Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and ADK Environmental, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Preventative Maintenance and Emergency Vector Services in response to Request for Bid/Proposal No. 6248 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Preventative Maintenance and Emergency Vector Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. **Term.**

(A) The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$255,000.00, subject to approved extensions and changes. Payment will be made

for Services provided and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Amanda Howard
Department: Corpus Christi Water
Phone: (361) 826-1894
Email: AmandaC@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this

Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
- 7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
- 8. Warranty.**

 - (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
 - (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
 - (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Amanda Howard, Contract/Funds Administrator
Department: Corpus Christi Water
Address: 2726 Holly Road, Corpus Christi, Texas 78415
Phone: 361-826-1894
Fax: 361-826-4495

IF TO CONTRACTOR:

ADK Environmental, Inc.
Attn: Sharon Kastner
Title: President
Address: 16434 FM 630, Odem, Texas 78370
Phone: 361-364-2004

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.
- 28. Consent Decree Requirements.** This Agreement is subject to certain requirements provided for by the Consent Decree entered into as part of Civil Action No. 2:20-cv-00235, *United States of America and State of Texas v. City of Corpus Christi* in the United States District Court for the Southern District of Texas, Corpus Christi Division (the "Consent Decree"). A set of Wastewater Consent Decree Special Conditions has been attached as Attachment E, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Contractor must comply with Attachment E while performing the Services.

[Signature Page Follows]

CONTRACTOR

Signature: 
Sharon Kastner (May 6, 2025 09:18 CDT)

Printed Name: Sharon Kastner

Title: President

Date: 05/06/2025

CITY OF CORPUS CHRISTI

Sergio Villasana
Director, Finance & Procurement

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements
- Attachment E: Consent Decree Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 6248
- Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements/Background Information

- A. The Contractor shall provide Preventative Maintenance (PM) and emergency vactor service to the City's Wastewater Division, including high-pressure jetting/cleaning and liquid and debris removal.
- B. The Wastewater Division maintains 100+ lift stations, 1,300 miles of wastewater pipe, and six wastewater treatment plants at various locations throughout the City, as identified in Section 1.4 Work Site Locations.
- C. The Contractor shall provide labor (including round-trip travel), parts/materials, equipment, and supervision necessary to perform the services.

1.2 Scope of Work

Preventative Maintenance

- A. The Contractor shall perform preventative maintenance at various locations throughout the City. The frequency of preventative maintenance for each location is outlined in Section 1.4 Work Site Locations and is subject to change at the discretion of the City.
- B. Preventative maintenance service must be performed Monday through Friday, between 7:00 a.m. and 4:00 p.m., excluding City holidays.
- C. The Contractor will be emailed a preventative maintenance and vactor service schedule for lift station cleaning by CCW staff and shall be required to complete services as soon as practical to avoid any lapse in the cleaning frequency.
- D. The Contractor shall notify the designated lift station or plant personnel 24 hours before preventative maintenance cleaning to gain access to City premises.
- E. The Contractor shall communicate time delays or any other issues preventing the Contractor from completing lift station cleaning as soon as practical.
- F. The Contractor shall jet and vacuum wastewater pipes and manholes as directed by CCW staff during repairs and/or CCTV activities.
- G. The Contractor shall perform hydro excavation throughout the City as requested during digging operations by CCW staff. A 24-hour notice shall be given by CCW for preventative maintenance work.
- H. The Contractor shall remove floating debris from the surface of the wet wells and basins, such as clarifiers, grit chambers, and digester chambers, and haul waste

to the Greenwood Wastewater Treatment Plant located at 6541 Greenwood Dr. to a drying bed assigned to the Contractor unless otherwise directed.

- I. The Contractor shall remove all liquids from wet wells and basins. "Clean" liquids will be hauled and disposed of at the nearest designated manhole. Fat, oils, grease (FOG), and solids will be hauled to the Greenwood Wastewater Treatment Plant to a drying bed assigned to the Contractor unless otherwise directed.
- J. The Contractor is responsible for removing and disposing of the dried sludge from the drying bed after it has been allowed to dry for a maximum of 60 days. The disposal must be at an approved facility.
- K. The Contractor shall provide to the City a haul ticket/manifest and a paint filter test for each load removed.

Emergency Services

- A. Emergency services will be provided on an as-needed basis, 24 hours a day, 365 days a year, including holidays.
- B. The City will submit emergency service requests via phone. The Contractor shall respond to an emergency service request within 30 minutes of contact and provide an on-site response within one hour of the Contractor's response.
- C. In the event of adverse weather, such as a hurricane, storm, tornado, flood, etc., the Contractor shall be available and on-site within 24 hours of the weather event.
- D. The City reserves the right to use another Contractor if response times are non-compliant or if the Contractor does not have sufficient resources, such as labor or equipment.
- E. In the rare instance that the City determines that an emergency service job greatly exceeds the average/typical emergency, the City may authorize and reimburse the Contractor for additional costs, such as equipment rental. The Contractor shall obtain City approval from the on-site plant superintendent or lead or site supervisor prior to procuring additional equipment for which it will seek reimbursement.
- F. The Contractor shall provide a preferential response for emergency services requested by the City over any non-contract customers.

1.3 Contractor Requirements

- A. At a minimum, the Contractor shall be equipped with:
 - a. Three positive displacement combination unit vacuum trucks capable of jetting and extracting both liquids and debris and decanting liquids
 - b. 9-yard debris tank
 - c. 600' of 1" jetting hose

- d. Connection tubes capable of extending 30' deep
 - e. Flexible hose capable of extending 100' for vacuum service
 - f. Jetting equipment for hydro excavation
 - g. An approved backflow protection device (RPZ, airgap, etc.) inspected by CCW staff
- B. The Contractor shall have a backflow protection device inspected and approved by CCW staff for each combination unit vacuum truck.
- C. The Contractor shall check in and check out with the City's lead or operator before and after all authorized work is performed. The City's on-site operator must authorize any after-hours work.
- D. The Contractor shall have TCEQ approved Sewage Sludge Permit and Stickers. Copies of permits for each truck must be submitted.
- E. Upon completion of service, the Contractor shall provide a signed service report and manifest/trip ticket to the City's on-site operator. The service report shall include:
- a. Date
 - b. Service address
 - c. Start and end time and total hours (signed by the on-site operator)
 - d. Before and after pictures of the wet well, basin, or other areas that received cleaning
 - e. Description of service work
 - f. Names of crew members
 - g. Signature of on-site City operator

1.4 Work Site Locations and Frequency

Lift Station	Address	Frequency
Aquarius	15000 Aquarius St.	As Needed
Arcadia	2221 S. Staples St.	As Needed
Coastal Meadows	6868 Old Brownsville Rd.	As Needed
Cumana	15600 Cumana St.	As Needed
Kostoryz	6261 Kostoryz	As Needed
Laguna Shores	2902 Laguna Shores Rd.	As Needed
McBride	1200 McBride Lane	As Needed
Northwest Crossing	1921 Oregon Trail	As Needed
Port/ Pearse	2306 Pearse St.	As Needed
Sharpsburg	4412 Sharpsburg Rd.	As Needed
Station 5	6528 S. Staples	As Needed

Waldron	610 Blossum	As Needed
West Point Crossing	5605 Old Brownsville Rd.	As Needed
Wood River	4601 Spring Creek Dr.	As Needed
Clarkwood South	1025 Clarkwood Rd.	As Needed
Cynthia	5210 Cynthia St.	As Needed
De Dietrich	150 McKenzie Rd.	As Needed
Lakes Northwest	3614 Perfection Lake	As Needed
Nueces Acres	11501 Haven Dr.	As Needed
Perry Place	Thompson Rd.	As Needed
Ramos	4810 Ramos	As Needed
Sacky	3200 Sacky St.	As Needed
Solar Estates	9201 Moonlight St.	As Needed
Stillwell	8100 Stillwell Lane	As Needed
The Lakes	7335 Everhart Rd.	As Needed
Up River Road	12300 Up River Rd.	As Needed
Wooldridge II	8001 Wooldridge Rd.	As Needed
Nueces Bay	2100 Nueces Bay Blvd.	As Needed
Rincon North "A"	Rincon Ind. West of H.W. 181	As Needed
Rincon South "B"	Rincon Ind. West of H.W. 181	As Needed
US Highway 77	3386 County Road 52	As Needed
Airline	3302 Airline	As Needed
Airport	International Airport	As Needed
Anchor Harbor	8102 S.P.I.D.	As Needed
Bay Drive	7845 Bay Dr.	As Needed
Buckingham	7101 S. Staples	As Needed
Charlie's Place	5505 McBride Ln.	As Needed
Cimarron	7401 Cimarron	As Needed
Clarkwood North	2001 Clarkwood Rd.	As Needed
Cole Park	1500 Ocean Drive	As Needed
Coopers Alley "L" Head	200 S. Shoreline Blvd.	As Needed
Coquina Bay	13921 Sea Pines Blvd.	As Needed
Flour Bluff	2326 Flour Bluff Dr.	As Needed
Gateway Park	1143 Laguna Shores	As Needed
Greenfields by the Bay	7310 Canadian Dr.	As Needed
Gypsy	15601 Gypsy St.	As Needed
Highway Nine	6724 Leopard St.	As Needed
Jackfish	14124 Jackfish St.	As Needed
Jamaica	2092 Jamaica	As Needed
JFK Causeway II	13317 S.P.I.D.	As Needed

Kennedy Causeway1 (JFK 1)	13301 S.P.I.D.	As Needed
Kings Crossing	8401 Cimarron	As Needed
Lake Padre South	14501 Whitecap Blvd.	As Needed
Lawrence "T" Head	400 S. Shoreline Blvd.	As Needed
Leeward	14865 Running light Dr.	As Needed
Levi County Jail	745 N.P.I.D.	As Needed
Lexington	5233 Lear St.	As Needed
London	1218 Thames Chase Drive	As Needed
Military & Jester	722 Jester St.	As Needed
Morgan	400 12th Street	As Needed
North Beach "B"	3002 Timon Blvd.	As Needed
North Beach "C"	3818 Surfside	As Needed
North Beach "D"	4320 Timon Blvd.	As Needed
North Beach "E"	702 Enchanted Harbor	As Needed
Oleander	2900 Ocean Dr.	As Needed
Oso Creek	2302 CR 43	As Needed
Packery Pointe	14006 S.P.I.D.	As Needed
Padre Island Section 4	14201 Whitecap Blvd.	As Needed
Park Road 22	14901 S.P.I.D.	As Needed
Park Road 53	11125 Park Road 53	As Needed
Pelican Bay	1418 Ennis Joslin	As Needed
Peoples "T" Head	Peoples St. "T" Head	As Needed
Purdue	630 Purdue	As Needed
Rex	4046 Whitely	As Needed
Rhetta Place	2442 Vialoux	As Needed
River Canyon	13842 River Ridge Dr.	As Needed
Riviera	138 Riviera	As Needed
Rose Acres	2946 FM 763	As Needed
Salinas Park	1354 Airport Rd	As Needed
Schanen	6102 Del Starr Dr.	As Needed
Sea Pines	14192 Sea Pines Blvd.	As Needed
Seahorse	14300 Dorsel St.	As Needed
Slough	7924 Slough Road	As Needed
Starry	7701 Starry Lane	As Needed
Studebaker	300 Kinney Ave.	As Needed
Sugar Tree	8050 S.P.I.D.	As Needed
Swordfish	14500 Swordfish St.	As Needed
TAMU-CC	6300 Ocean Dr.	As Needed
Tesoro	13618 Port Royal Ct.	As Needed
Trojan	1901 Trojan Ave.	As Needed
Turtle Cove	9547 Blue Jay St.	As Needed

Verdemar	14501 Verdemar St.	As Needed
Wal Mart	9441 S.P.I.D.	As Needed
Webers Glen	4051 Aaron	As Needed
West Point Crossing II	518 West Point Crossing	As Needed
Williams	6602 Williams Dr.	As Needed
Zahn Rd.	125 Zahn Road	As Needed
Wooldridge	6610 Wooldridge Rd.	As Needed
Country Club	6300 Everhart Rd.	As Needed
Everhart/Staples	780 Everhart Rd.	As Needed

WW Treatment Plant (Lift Station)	Address	Frequency
Allison WWTP LS	4101 Allison Dr.	As Needed
Broadway WWTP LS	801 Resaca St.	As Needed
Greenwood WWTP LS	6541 Greenwood Dr.	As Needed
Laguna Madre WWTP LS	201 Jester St.	As Needed
Oso WWTP #1	501 Nile Rd.	As Needed
Oso WWTP #2	501 Nile Rd.	As Needed
Whitecap WWTP LS	13409 Whitecap Blvd.	As Needed

WW Treatment Plant (Basins)	Address	Frequency
Allison WWTP Grit Container & Clarifiers	4101 Allison Dr.	As Needed
Broadway WWTP Basins	801 Resaca St.	As Needed
Greenwood WWTP Grit Chambers	6541 Greenwood Dr.	As Needed
Greenwood WWTP Clarifiers	6541 Greenwood Dr.	As Needed
Laguna Madre WWTP Belt Press Holding Tank	201 Jester St.	As Needed
Laguna Madre WWTP Clarifiers	201 Jester St.	As Needed
Oso WWTP Clarifiers & Basins	501 Nile Rd.	As Needed
Oso WWTP Digesters	501 Nile Rd.	As Needed
Whitecap WWTP Clarifiers & Basins	13409 Whitecap Blvd.	As Needed
Whitecap WWTP Aeration Basins	13409 Whitecap Blvd.	As Needed

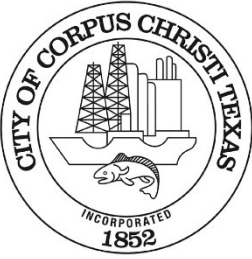
Infrastructure	Address	Frequency
WW Collection System	City-Wide	As Needed

1.5 Invoicing

- A. All work will be invoiced and paid based on Bid form.
- B. Invoices submitted without the signed service report will not be processed for payment until the Contractor provides the required information.
- C. All invoices shall provide detailed information, including:
 - a. Service agreement #
 - b. PO #
 - c. Service address
 - d. Date of service work
 - e. Description of service work
 - f. Itemized list of charges, including quantity of hours, labor rate, etc.
 - g. Third-party invoices (no markup), i.e., equipment rental, if pre-approved

1.6 Contractor Quality Control and Superintendence

The Contractor shall ensure that the product and services meet quality standards and acceptable to the City's Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor shall also provide supervision of the work to ensure it complies with the contract requirements.



CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT BID FORM

RFB No. 6248

Preventative and Emergency Vactor Service

PAGE 1 OF 1

Date: 02/12/2025

Bidder: ADK ENVIROMENTAL, INC.

Authorized
Signature:

Sharon Kastner

- 1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.**
- 2. Quote your best price for each item.**
- 3. In submitting this bid, Bidder certifies that:**
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

DESCRIPTION	UNIT	1 YR QTY	UNIT PRICE	PRICE TOTAL
Labor Regular Hours (M-F 7:00 AM to 4:00 PM) For Preventative Maintenance & Emergency	HR	600	\$250.00	\$150,000.00
Labor After Hours (M-F 4:01 PM to 6:59 AM, to include holidays) For Emergency Service	HR	300	\$300.00	\$ 90,000.00
Miscellaneous Equipment Emergency Allowance Requires City Approval	EA	1	\$15,000.00	\$15,000.00
TOTAL				\$255,000.00

ATTACHMENT C: INSURANCE AND BOND REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

Bond Requirements:

No bonds required for this Agreement.

2025 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite
01/01/2025 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

No warranty required for this Agreement.

Attachment E

WASTEWATER CONSENT DECREE Special Conditions

Special Project procedures are required from the CONSULTANT as specified herein. The CONSULTANT shall implement and maintain these procedures at the appropriate time, prior to and during performance of the work.

The following special conditions and requirements shall apply to the Project:

I. Consent Decree Notice Provision – The City of Corpus Christi (“City”), the United States of America and the State of Texas have entered into a Consent Decree in Civil Action No. 2:20-cv-00235, United States of America and State of Texas v. City of Corpus Christi in the United States District Court for the Southern District of Texas, Corpus Christi Division (the “Consent Decree”). A copy of the Consent Decree is available at

<https://www-cdn.cctexas.com/sites/default/files/CC-Consent-Decree.pdf>

By signature of the Contract, CONSULTANT acknowledges receipt of the Consent Decree.

II. Performance of work. CONSULTANT agrees that any work under this Contract is conditioned upon CONSULTANT’s performance of the Work in conformity with the terms of the Consent Decree. All Work shall be performed in accordance with the Design Criteria for Wastewater Systems under Title 30 Chapter 217 of the Texas Administrative Code, 30 Tex. Admin. Code Ch. 217, and using sound engineering practices to ensure that construction, management, operation and maintenance of the Sewer Collection System complies with the Clean Water Act. Work performed pursuant to this contract is work that the City is required to perform pursuant to the terms of the Consent Decree. In the event of any conflict between the terms and provisions of this Consent Decree and any other terms and provisions of this Contract or the Contract Documents, the terms and provisions of this Consent Decree shall prevail.

III. Retention of documents – CONSULTANT shall retain and preserve all non-identical copies of all documents, reports, research, analytical or other data, records or other information of any kind or character (including documents, records, or other information in electronic form) in its or its sub-contractors’ or agents’ possession or

control, or that come into its or its sub-contractors' or agents' possession or control, and that relate in any manner to this contract, or the performance of any work described in this contract (the "Information"). This retention requirement shall apply regardless of any contrary city, corporate or institutional policy or procedure. CONSULTANT, CONSULTANT's sub-contractors and agents shall retain and shall not destroy any of the Information until five years after the termination of the Consent Decree and with prior written authorization from the City Attorney. CONSULTANT shall provide the City with copies of any documents, reports, analytical data, or other information required to be maintained at any time upon request from the City.

IV. Liability for stipulated penalties – Article IX of the Consent Decree provides that the United States of America, the United States Environmental Protection Agency and the State of Texas may assess stipulated penalties including interest against the City upon the occurrence of certain events. To the extent that CONSULTANT or CONSULTANT's agents or sub-contractors cause or contribute to, in whole or in part, the assessment of any stipulated penalty against the City, CONSULTANT agrees that it shall pay to City the full amount of any stipulated penalty assessed against and paid by City that is caused or contributed to in whole or in part by any action, failure to act, or failure to act within the time required by any provision of this contract. CONSULTANT shall also pay to City all costs, attorney fees, expert witness fees and all other fees and expenses incurred by City in connection with the assessment or payment of any such stipulated penalties, or in contesting the assessment or payment of any such stipulated penalties. In addition to any and all other remedies to which City may be entitled at law or in equity, CONSULTANT expressly authorizes City to withhold all amounts assessed and paid as stipulated penalties, and all associated costs, fees, or expenses from any amount unpaid to CONSULTANT under the terms of this contract, or from any retainage provided in the contract.