



SERVICE AGREEMENT NO. 4546

HOUSEHOLD HAZARDOUS WASTE DISPOSAL SERVICE

THIS **Household Hazardous Waste Disposal Service Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Green Planet, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Household Hazardous Waste Disposal Service in response to Request for Bid/Proposal No. 4546 ("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 Household Hazardous Waste Disposal Service ("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 three years 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 \$495,543.75, subject to approved extensions and changes. Payment will be made

for Services performed 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: Gabriel Maldonado
Department: Solid Waste
Phone: 361-826-1986
Email: GabrielM3@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: Gabriel Maldonado
Title: Contract/Funds Administrator
Address 2525 Hygeia St., Corpus Christi, Texas 78415
Phone: 361-826-1986
Fax: 361-826-1971

IF TO CONTRACTOR:

Green Planet, Inc.
Attn: Virginia Belmore
Title: President
Address: 6371 Sate Hwy., 276 W., Royse City, Texas 75189
Phone: 972-636-1515

Fax: 972-636-3948

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.

CONTRACTOR

DocuSigned by:
Signature: Virginia Belmore
00599D907B5049B...

Printed Name: virginia Belmore

Title: President

Date: 2/13/2023

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of 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

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 4546
- Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A – SCOPE OF WORK

General Requirements

The Contractor shall provide hazardous materials inventorying, identification categorization, consolidating, packaging, transportation, disposal, training, and marketing of recyclables for the City's Household Hazardous Waste Program as outlined in this Scope of Work.

Scope of work

- A. The scope sets forth the minimum requirements for the inventorying, identification, categorization, consolidating, packaging, manifesting, transportation, and disposal of Household Hazardous Waste (HHW). All HHW will be collected at the City of Corpus Christi HHW facility located at the J.C. Elliott Transfer Station and Citizen Collection Center.
- B. The Contractor shall be responsible for furnishing all equipment, material, and labor required to inventory, identify, categorize, consolidate, package, transport, and dispose of all specified HHW collected at the J.C. Elliott Transfer Station and Citizen Collection Center.
- C. All work performed under these requirements will meet or exceed the applicable State Regulations including Texas Administrative Code Title 30 Chapter 335 Industrial Solid Waste and Municipal Hazardous Waste and the applicable provisions of the code of Federal Regulations (CFR) concerning HHW.
- D. All disposal sites utilized by the Contractor must be licensed, as required by law, by the Environmental Protection Agency (EPA) and / or the State of Texas.
- E. The Contractor shall maintain a current EPA identification number and / or a current Texas Commission on Environmental Quality (TCEQ) registration throughout the term of the contract.
- F. The Contractor shall maintain all required insurance and any Federal and State permits required for transportation and disposal of hazardous wastes. Additionally, the Contractor shall keep facility inspection plans and records, and comply with applicable Federal, State, and local regulations throughout the term of the contract.
- G. Contractor shall assume all liability and responsibility from the time the work begins until disposition including, but not limited to, handling at the HHW facility and transportation to an approved EPA disposal site.

- H. The Contractor shall be responsible for all costs incurred in the handling of collected wastes including inventorying, identification, categorization, consolidation, packaging, transporting, disposal, and marketing of recyclables if appropriate.
- I. The Contractor shall provide the services on dates and times that are mutually agreed upon by both the Contractor and the City. This may include Saturdays and Sundays after 5:00pm.
- J. The Contractor shall meet with City staff within 30 days after award and then annually to review and revise program administration, detailed program planning; identification of tasks, Contractor performance, and the required schedule necessary to accomplish the tasks of the program.
- K. The Contractor shall inventory all the materials transported one week before the selected delivery date.
- L. The HHW collected is subject to regulations and restrictions imposed by the EPA and TCEQ or its successor agency. The Contractor shall submit a report for each collection event in which the items are categorized as per the TCEQ annual report.
- M. The Contractor shall make sure that all the items are transported for each occurrence.

Training

- A. The Contractor shall ensure all personnel involved with this program is trained for the level of expertise required for the proper performance of tasks, in the areas of chemical incompatibility, spills, and general first aid procedures in accordance with 26 CFR 1910.120 (e) or as maybe amended.
- B. The Contractor is responsible for providing its personnel with both handling and personal protective equipment (PPE) appropriate to ensure the safe handling of the hazardous waste.
- C. The Contractor shall have medical surveillance program for personnel involved in the direct handling and / or exposure to the chemical waste or the primary containers to avoid and correct job-related injuries or conditions.

Safety

- A. The On-site City HHW Facility Manager (Facility Manager) and the Contractor's Project Manager may upgrade or downgrade protection

requirements, depending upon the associated hazards, volume of traffic, and weather conditions.

- B. The Contractor shall be required to follow basic personal protection guidelines that include, but are not limited to, the following:
1. Wearing of work uniform, safety glasses / chemical splash goggles, and safety shoes.
 2. Wearing of chemical resistant gloves and Tyvek coveralls / apron shall be required when working in the receiving area accepting waste materials.
 3. Lab packaging at chemical waste shall require the same level of protective gear as worn in the receiving area with addition of a protective over-suit.
 4. An individual air-purifying respirator, equipped with organic vapor / acid, gas / high efficiency combination cartridges, shall be available within reach of all personnel who are opening any containers.
 5. Segregation and packaging of liquid waste shall require Tyvek coveralls / apron, and chemical resistant gloves and boots. Additionally, the Facility Manager or Contractor's Project Manager (if not using a full-face respirator) may require respiratory protection and chemical goggles / face shields.

Spill Contingency Plan

- A. The City's Facility Manager is responsible for activating the City's Emergency Plan. Under emergency conditions, the Contractor's Project Manager will support and advise the City's Facility Manager. Emergency response guidelines include, but are not limited to, the following:
1. The Contractor's Project Manager and another trained Contractor personnel shall render minor first aid in situations of injury and exposure.
 2. The City will maintain a first aid kit with sufficient supplies to care for minor injuries and exposure.
 3. The City will provide an on-site personal eyewash station.

4. In a situation of inhalation of a toxic compound, the individual(s) must be removed to fresh air and transported to an emergency medical facility. Other personnel will be evacuated as necessary. If transportation or evacuation by the Contractor is not feasible, personnel shall continue first aid treatment until medical personnel arrive.

Waste Related Safety

- A. The City maintains on-site emergency spill response equipment, including: Class ABC dry chemical fire extinguishers, absorbent, and shovels.
- B. City staff and the Contractor shall restrict public access to the site as deemed necessary.
- C. City staff will assist the public by transferring chemical waste from their vehicles to the receiving area.
- D. The entire HHW collection area shall be designated non-smoking and will be posted with "No Smoking" signs.
- E. Notification of State and Local agencies is the responsibility of the City's Facility Manager.

Generator Status and Acceptance for Disposal

- A. The Contractor shall be deemed to be the "generator" (for the purposes of Texas and federal laws, rules, and regulations) of all materials accepted by the Contractor at the HHW facility from collection and operation of the HHW facility.
- B. The Contractor shall ensure that all materials accepted for disposal is accepted at the final disposal site(s).

General Site Rules

- A. Eating, drinking, and smoking are strictly prohibited in the HHW facility receiving areas and active work locations.
- B. All supplied atmosphere respiratory devices must meet at least the requirements of the specifications for Grade D breathing air as described in the Compressed Gas Association Commodity Specification G-7.1-1966 (**Compressed Gas Association Inc. latest edition**).
- C. Parking of non-essential vehicles outside of the designated parking area is prohibited.

- D. The City's Facility Manager shall have the authority to remove anyone from the site and prohibit their re-entry, should the City's Facility Manager or Contractor determine that the person threatens site safety and/or security.

Security

The storage building and transport trailers containing the collected wastes must be appropriately marked to discourage tampering.

Waste Determination and Identification

- A. The Contractor shall adequately classify and segregate waste for proper transportation and disposal.
- B. The Contractor shall test waste or have it tested to the extent necessary for packaging and transport according to United States Department of Transportation (DOT) hazard classes and disposal requirements. The Contractor will provide equipment for use on-site that will be used to identify or categorize waste for disposal.
- C. The Contractor shall provide beneficial reuse if recycling is not possible. The preferred method of waste management is recycling, or reuse followed by Resource Conservation and Recovery Act incineration or chemical treatment. Land disposal is to be minimized to the extent possible.

Provisions for Shipping Containers

- A. The Contractor shall provide containers and packaging for shipping hazardous waste that meet transportation and disposal requirements and applicable State and federal requirements.
- B. The Contractor shall utilize an inventory control system which ensures proper record keeping and manifesting of hazardous waste shipments. Preparation of waste for shipment must be in accordance with applicable DOT regulations regarding packaging, labeling, marking and display of placards.

Provisions for Shipping Containers

- A. The Contractor shall supply all necessary technical personnel, labor, equipment, and materials to properly categorize, package, mark, label, and load for transport, the materials collected at the facility.
- B. Once chemicals are properly identified, the Contractor shall re-check the chemicals for compatibility, list the contents on the drum container sheets, and pack the chemicals into drums.

- C. All drums shall be packed by the Contractor according to EPA and DOT guidelines for proper transportation, storage, and disposal of hazardous waste. All bottles, bags, or boxes received must be closed and placed in a drum bound with a steel band and bolt or placed in a drum or other acceptable container that is sealed. The drum or container must be filled with lightweight, inert absorbent, sufficient to contain the entire volume of waste. DOT shipping information, hazard labels, EPA codes and a packing slip shall be placed on the drum. The drums shall then be given a specific Contractor code number.

- D. The Contractor shall place the properly packaged, labeled, and manifested drums in a trailer for storage prior to transportation to a licensed storage facility. The load shall be transported in fully permitted trucks. The ultimate disposal of hazardous waste will take place at federally – permitted hazardous waste sites previously identified to and approved by the City.

Manifests

The Contractor shall provide certificates of disposal and drum numbers for all waste, including methods of disposal. Copies of all manifests must be provided to the City within 30 days. City designated representative must sign all manifests generated on-site.

Spill Control and Response

The Contractor is completely responsible for the clean-up and any associated costs of any spill as a result of their activities at the pick-up site, during transportation, or at the disposal facility. The Contractor shall clean up spills in accordance with State and Federal regulations and verify that the clean-up meets applicable standards. The City reserves the right to verify costs and quality of any such clean-up required of the Contractor in performing tasks under the terms and conditions.

Equipment

The Contractor shall supply all necessary items listed below.

- A. Sufficient and appropriate transportation to ensure all HHW is transported to a federally – permitted hazardous waste site.

- B. All packaging media and supplies.

- C. Polyethylene liners and sheeting

- D. Special safety equipment and gear as deemed necessary by the

Contractor.

Site Layout

- A. Collection, segregation, packaging, bulking, and storage of waste will occur within the active work location of the HHW facility. Only trained personnel, Federal and State environmental regulatory and health representative staff will be permitted in this area.

- B. When providing services at the facility, the Contractor shall contain any spill or leakage that may occur and take all necessary precautions in the prevention of any spills.

Acceptance of Work

- A. The Contractor shall comply with State and Federal regulations concerning HHW collection programs as specified in the scope of work.

- B. The Contractor shall submit a report within thirty (30) days after each collection to:

City of Corpus Christi
Department of Solid Waste
Address: 2525 Hygeia St.
Corpus Christi, Texas 78415
Attn: Gabriel Marroquin
Via e-mail: GabrielM2@cc.texas.com

C. The report shall include:

- 1. An itemized list of total waste quantities collected, transported, and disposed of. This list shall be separated by disposal method and site.

- 2. A description of any areas of concern or potential difficulties performing such programs in the future.

- 3. Copies of manifest evidencing proper receipt of hazardous waste at an authorized hazardous waste processing storage or disposal facility.

Additional Requirements

- A. The Contractor shall allow City staff and/or its agent to visit and inspect their storage and disposal facilities.

- B. The Contractor shall submit a report detailing the breakdown of the following costs: supplies, collection, transportation, and disposal. The

report shall be filed within thirty (30) days of completing the disposal process for any and all waste(s) accepted during a collection event.

Program Review

- A. During the term of the contract, a program review with City staff and the Contractor shall be held on a one-time basis. This review will take place between thirty (30) and sixty (60) days preceding the end of the contract term.
- B. Both parties will be given the opportunity to address specification conformance, market conditions, and other factors affecting the HHW industry.

City Contract Administrator

The Contract Administrator shall approve all phases of performance and operations under this Contract including authorization for payment. The Contract Administrator or designee shall be the single point of contact for the Contractor for all matters. The Contract Administrator may change over time and any such changes will be given to the Contractor in writing.

Work Site and Conditions

The work shall be performed at the primary HHW facility located at the J.C. Elliott Transfer Station and Citizen Collection Center., 7001 Ayers Road. Included at the facility are hazardous material and chemical storage buildings, oil collection tanks, storage building, office building, security fencing, and an impervious concrete slab. The facility is equipped with first aid and fire suppression equipment.

Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

Services required on Weekends

Contractor shall provide pricing for services required on weekends at the J.C. Elliott Transfer Station and Citizen Collection Center located at 7001 Ayers Street. Weekend work shall be required whenever the City experiences an increase in volume due to post disaster operations, or special events.

ATTACHMENT B - PRICING SCHEDULE**ITEMS 1-25: HHW DISPOSAL SERVICES REQUIRED MONDAY THROUGH FRIDAY**

ITEM	DESCRIPTION	UNIT	QTY M-F	UNIT PRICE	TOTAL PRICE
1	Flammable Liquids	Lbs.	64,800	0.65	42120.00
2	Flammable Solids	Lbs.	180	1.25	225.00
3	Aerosols	Lbs.	11,400	1.00	11400.00
4	Reactives (25 lbs. minimum)	Lbs.	300	6.00	1800.00
5	Corrosive Liquids	Lbs.	5,400	1.50	8100.00
6	Corrosive Acids	Lbs.	12,720	1.50	19080.00
7	Corrosive Bases	Lbs.	10,920	1.50	16380.00
8	Oxidizers Liquids	Lbs.	180	2.25	405.00
9	Oxidizers Solids	Lbs.	15,120	2.25	34020.00
10	Poisons Liquids	Lbs.	34,200	1.25	42750.00
11	Poisons Solids	Lbs.	10,680	1.25	13350.00
12	Oil Based Paint-Paint Related Material	Lbs.	44,400	0.75	33300.00
13	Compressed Non- Flammable Gas Cylinders	Lbs.	18,000	3.00	54000.00
14	Compressed Flammable Gas Cylinders	Lbs.	42,600	2.00	85200.00
15	Fire Extinguishers	Lbs.	9,300	0.75	6975.00
16	Mercury/Manufactured Articles	Lbs.	204	2.50	510.00
17	Lead- Acid Batteries	Lbs.	4,200	0.35	1470.00
18	Lithium Batteries	Lbs.	192	3.50	672.00
19	NiCad Batteries	Lbs.	3,000	0.50	1500.00
20	Alkaline Batteries	Lbs.	3,000	0.50	1500.00
21	Fluorescent Bulbs	Lbs.	6,000	1.00	6000.00
22	Compact Fluorescent Bulbs	Lbs.	540	0.50	270.00
23	Polychlorinated Biphenyl (PCB) Ballasts	Lbs.	12,000	0.50	6000.00
24	Other Regulated	Lbs.	6,000	1.25	7500.00
25	Other Non- Regulated	Lbs.	6,000	0.50	3000.00
SUBTOTAL FOR ITEMS 1-25					397,527.00

ITEMS 26-50: HHW DISPOSAL SERVICES REQUIRED ON WEEKENDS

ITEM	DESCRIPTION	UNIT	QTY S-S	UNIT PRICE	TOTAL PRICE
26	Flammable Liquids	Lbs.	16,200	0.65	10530.00
27	Flammable Solids	Lbs.	45	1.25	56.25
28	Aerosols	Lbs.	2,850	1.00	2850.00
29	Reactives (25 lb. minimum)	Lbs.	75	6.00	450.00
30	Corrosive Liquids	Lbs.	1,350	1.50	2025.00
31	Corrosive Acids	Lbs.	3,180	1.50	4770.00
32	Corrosive Bases	Lbs.	2,730	1.50	4095.00
33	Oxidizers Liquids	Lbs.	45	2.25	101.25
34	Oxidizers Solids	Lbs.	3,780	2.25	8505.00
35	Poisons Liquids	Lbs.	8,550	1.25	10687.00 10,687.50
36	Poisons Solids	Lbs.	2,670	1.25	3337.50
37	Oil-Based Paint – Paint Related Material	Lbs.	11,100	0.75	8325.00
38	Compressed Non-Flammable Gas Cylinders	Lbs.	4,500	3.00	13500.00
39	Compressed Flammable Gas Cylinders	Lbs.	10,650	2.00	21300.00
40	Fire Extinguishers	Lbs.	2,325	0.75	1743.75
41	Mercury/Manufactured Articles	Lbs.	51	2.50	127.50
42	Lead-Acid Batteries	Lbs.	1,050	0.35	367.50
43	Lithium Batteries	Lbs.	48	3.50	168.00
44	NiCad Batteries	Lbs.	750	0.50	375.00
45	Alkaline Batteries	Lbs.	750	0.50	375.00
46	Fluorescent Bulbs	Lbs.	135	1.00	135.00
47	Compact Fluorescent Bulbs	Lbs.	135	0.50	67.50
48	Polychlorinated Biphenyl (PCB) Ballasts	Lbs.	3,000	0.50	1500.00
49	Other Regulated	Lbs.	1,500	1.25	1875.00
50	Other Non-Regulated	Lbs.	1,500	0.50	750.00
SUBTOTAL FOR ITEMS 26-50					98016.255 98,016.75
GRAND TOTAL					495,543.25 495,543.75

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ATTACHMENT C – INSURANCE REQUIREMENTS

I. BIDDER'S LIABILITY INSURANCE

- A. Bidder must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Bidder must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Bidder must furnish to the City's Risk Manager and Contract Administrator, one (1) copy of Certificates of Insurance 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 **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Bidders 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY Including Hazardous Materials: 1. Cleanup 2. Transportation 3. Proper Disposal	\$1,000,000 Per Claim/Occurrence

WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employer's Liability	\$500,000/\$500,000/\$500,000

C. In the event of accidents of any kind related to this contract, Bidder 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, Bidder 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 statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Bidder is not domiciled in the State of Texas.

B. Bidder shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Bidder'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. Bidder shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit 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

1. 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, and volunteers, as additional insureds by endorsement with regard to operations, completed operations 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 ten calendar days advance written notice for nonpayment of premium.
2. Within five 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.
 3. 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 stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Contractor demonstrates compliance with the requirements hereof.
 4. 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 contract.
 5. 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 contract.
 6. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

ATTACHMENT D – WARRANTY REQUIREMENTS

There are no warranty requirements for this Service Agreement.