

## SERVICE AGREEMENT NO. 3558

### Dumpster Collection Services

THIS **Dumpster Collection Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and K2 Waste Solutions, LLC dba Killian Calderon Disposal ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Dumpster Collection Services in response to Request for Bid/Proposal No. 3558 ("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 Dumpster Collection 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) This Agreement is for four years. The parties may mutually extend the term of this Agreement for up to zero additional zero-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 \$464,068.72, subject to approved extensions and changes. Payment will be made for goods delivered 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 Operations  
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 30<sup>th</sup> 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: Contracts and Funds Administrator  
Address: 2525 Hygeia, Corpus Christi, TX 78415  
Phone: 361-826-1986  
Fax: 361-826-4575

**IF TO CONTRACTOR:**

K2 Waste Solutions, LLC dba Killian Calderon Disposal  
Attn: Matt Eckstrom  
Title: Buisness Development  
Address: 550 Flato Rd., Corpus Christi, TX 78405  
Phone: 361-289-5588  
Fax: 480-393-8811

**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: Matt Eckstrom  
5C28920C4DCB4D7...  
Printed Name: Matt Eckstrom  
Title: Business Development  
Date: 5/27/2021

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Josh Chronley  
Assistant Director, Contracts and 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. 3558  
Exhibit 2: Contractor's Bid/Proposal Response



## ATTACHMENT A: SCOPE OF WORK

### 1. General Requirements/Background Information

The Contractor shall provide dumpster route collection services including all labor, materials, tools, and necessary equipment to perform the following service as outlined in this scope of work. The Contractor must be a permitted Solid Waste Hauler and shall comply with all specifications and requirements associated with the City of Corpus Christi Municipal Solid Waste System Service Charge (MSWSSC).

### 2. Scope of Work

A. The Contractor will have the responsibility to collect, haul, and dispose of all City waste.

B. The Contractor will make the collections in properly identified trucks.

C. The Contractor shall dispose of all City waste collected under this contract at:

Cefe Valenzuela Landfill  
2397 County Road 20  
Robstown, TX 78380

D. In some circumstances, a non-scheduled collection may be required. When this situation occurs the Contract Administrator will contact the Contractor, and the Contractor then has 24 hours to collect the waste.

E. The Contractor will provide the City with the required containers (See Exhibit A).

F. The Contractor must supply the City of Corpus Christi International Airport (See Exhibit A ) a standard 8 cubic yard dumpster and a 30 cubic yard state-of-the-art roll-off self-contained trash compactor, featuring oversized feed openings and expanded container storage capacity. The trash compactor must be designed to store and transport waste and prevent contamination. The Contractor must include delivery, installation, training and service of equipment. Contractor will have 24 hours to respond to calls for servicing the compactor.

G. The Contractor shall remain current with all invoices owed to the City for disposal at the Cefe Valenzuela Landfill. The Contractor will be required to maintain a current account with the City for use of the Cefe Valenzuela Landfill. Payments in arrears with the City for use of the Cefe Valenzuela Landfill are grounds for termination.

**3. Work Site and Conditions**

- A. The work shall be performed at 51 primary locations throughout the City (See Exhibit A).
- B. The containers must be kept free of graffiti, damages due to delivery errors, and soiled food products. All containers delivered must be clean and free of odors with leak proof lids in functioning condition.
- C. Any containers rejected by the City must be corrected or replaced by a suitable container within 48 hours, at no charge to the City, or a replacement will be bought on the open market and any costs incurred, including additional costs over the bid price, shall be paid by the Contractor within thirty days of receipt of the City's invoice.

**4. City Contract Administrator**

The Contract Administrator will arrange deliveries, pick-ups and service dates (See Exhibit A). The Contract Administrator shall be the single point of contact for the Contractor for all matters including non-scheduled deliveries and pick-ups, invoicing approvals and shall keep all records pertaining to this contract. The Contract Administrator shall approve all phases of performance and operations under this Contract including authorization for payment. The Contract Administrator may change over time and any such changes will be given to the Contractor in writing.

**5. Contractor Quality Control and Superintendence**

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrators 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.

## EXHIBIT: A

	Location	Lockable	Qty	Size	Weekly Pickups
1	Police Professional Standards 5805 Williams St., Corpus Christi, TX 78412 Contract Administrator: Pat Eldridge/Gloriane Lopez Phone: 361-886-2616 1020-11870-151-530000	Yes	1	2 cy	1
2	Broadmoore Senior Center 1651 Tarlton, Corpus Christi, TX 78416 Contract Administrator: Brittany DeLeon Phone: 361-826-3472 1020-13031-142 -530160	No	1	2 cy	2
3	Northwest Senior Center 9725 Up River Rd., Corpus Christi, TX 78410 Contract Administrator: Brittany DeLeon Phone: 361-826-3472 1020-13036-142-530160	No	1	2 cy	2
4	Oveal Williams Senior Center 1414 Martin Luther King, Corpus Christi, TX 78401 Contract Administrator: Brittany DeLeon Phone: 361-826-3472 1020-13037-142-530160	No	1	2 cy	2
5	Garden Senior Center 5325 Greely, Corpus Christi, TX 78412 Contract Administrator: Brittany DeLeon Phone: 361-826-3472 1020-13033-142-530160	No	1	2 cy	2
6	Zavala Senior Center 510 Osage, Corpus Christi, TX 78405 Contract Administrator: Brittany DeLeon Phone: 361-826-3472 1020-13038-142-530160	No	1	2 cy	2
7	Police Property Warehouse 1502 Brownlee, Corpus Christi, TX 78412 Contract Administrator: Pat Eldridge/ Gloriane Lopez Phone: 361-886-2616 1020-11870-151-530000	No	1	4 cy	1

	Location	Lockable	Qty	Size	Weekly Pickups
8	Police Impound Lot 5485 Greenwood, Corpus Christi, TX 78417 Contract Administrator: Pat Eldridge/ Gloriane Lopez Phone: 361-886-2616 1020-11870-151-530000	No	1	4 cy	1
9	Animal Care Center 2626 Holly Rd., Corpus Christi, TX 78415 Contract Administrator: Vicky Soliz Phone: 361-826-4605 1020-12680-083-530210	No	1	4 cy	2
10	City Warehouse 5352 Ayers, Bldg. #6, Corpus Christi, TX 78415 Contract Administrator: Robert Presnell Phone: 361-826-1750 5010-40000-185-530160	No	1	4 cy	1
11	City Facility Management & Maintenance 5352 Ayers Bldg. 3A, Corpus Christi, TX 78415 Contract Administrator: Rebecca Serna Phone: 361-826-3388 5115-40300-191-530215	No	1	4 cy	1
12	Oso Pool 1109 Bernice, Corpus Christi, TX 78412 Contract Administrator: Caleb Harris Phone: 361-826-3468 1020-13115-141-530160	Yes	1	4 cy	1 Mid May- Mid Aug.
13	Cultural Services Heritage Park 1521 N Chaparral, Corpus Christi, TX 78401 Contract Administrator: Laura Perez Phone: 361-826-3417 4710-13710-141-530160	No	1	6 cy	2
14	La Retama Central Library 805 Comanche, Corpus Christi, TX 78401 Contract Administrator: Gabby Sanchez Phone: 361-826-7015 1020-12800-111-530000	Yes	1	4 cy	2
15	Greenwood Senior Center 4040 Greenwood Dr., Corpus Christi, TX 78416 Contract Administrator: Brittany DeLeon Phone: 361-826-3472 1020-13034-142-530160	No	1	4 cy	2

	Location	Lockable	Qty	Size	Weekly Pickups
16	Lindale Senior Center 3135 Swantner, Corpus Christi, TX 78412 Contract Administrator: Brittany DeLeon Phone: 361-826-3472 1020-13035-142-530160	No	1	4 cy	2
17	Ethel Eyerly Senior Center 654 Graham, Corpus Christi, TX 78418 Contract Administrator: Brittany DeLeon Phone: 361-826-3472 1020-13032-142-530160	No	1	4 cy	2
18	Collier Pool 3801 Harris Dr., Corpus Christi, TX 78411 Contract Administrator: Caleb Harris Phone: 361-826-3471 1020-13115-141-530160	Yes	1	4 cy	1
19	Marina - Lawrence St. T-Head Shoreline Blvd., Corpus Christi, TX 78401 Contract Administrator: Leah Hughen Phone: 361-826-3981 4700-35300-122-530160	Yes	1	4 cy	5 Oct.-Feb. 7 Mar.-Sept.
20	Marina - People St. T-Head Shoreline Blvd., Corpus Christi, TX 78401 Contract Administrator: Leah Hughen Phone: 361-826-3981 4700-35300-122-530160	Yes	1	4 cy	5 Oct.-Feb. 7 Mar.-Sept.
21	Airport Custodial Maintenance 1000 International Dr., Corpus Christi, TX 78406 Contract Administrator: Gina Sanchez Phone: 361-289-0171 ext. 1217 4610-35020-271-530160	No	1	8 cy	1
			1	30 cy	Once every 2 weeks
22	Airport Rental Car 474 Pinson Dr. Corpus Christi, TX 78406 Contract Administrator: Gina Sanchez Phone: 361-289-0171 ext. 1217 4632-35065-271-530160	No	2	6 cy	1
23	Airport 308 Hanger Lane Corpus Christi, TX 78406 Contract Administrator: Gina Sanchez Phone: 361-289-0171 ext. 1217 4632-35065-271-530160	No	1	6 cy	1

	Location	Lockable	Qty	Size	Weekly Pickups
24	H.E.B. Tennis Center 1520 Shelly St., Corpus Christi, TX 78404 Contract Administrator: Roberta Rodriguez Phone: 361-826-3166 1020-13210-142-530160	No	1	2 cy	1
25	Greenwood Pool 4305 Greenwood Dr., Corpus Christi, TX 78416 Contract Administrator: Caleb Harris Phone: 361-826-3471 1020-13115-142-530160	No	1	6 cy	1 Mid May- Mid Aug.
26	Greenwood Park 4501 Greenwood Dr. Corpus Christi, TX 78416 Contract Administrator: Martin Huerta Phone: 361-826-3478 1020-13042-142-530160	Yes	1	6 cy	1
27	Museum 1900 N. Chaparral, Corpus Christi, TX 78401 Contract Administrator: Roberta Rodriguez Phone: 361-826-3471 1020-13490-734-530000	No	1	6 cy	2
28	City Fleet Maintenance 5352 Ayers Bldg. #3B Corpus Christi, TX 78415 Contract Administrator: Erlinda Klubertanz Phone: 361-826-1903 5110-40170-202-530160	No	1	6 cy	2
29	City Department Services Frost Bank Building 2406 Leopard St., Corpus Christi, TX 78408 Contract Administrator: Rebecca Serna Phone: 361-826-3388 5115-40310-191-530215	No	1	6 cy	2
30	O.N. Stevens Water Treatment Plant 13101 Leopard St., Corpus Christi, TX 78410 Contract Administrator: Diana Zertuche Garza Phone: 361-826-1827 4010-31010-062-530160	No	1	6 cy	2
31	Central Kitchen 4101-A Old Brownsville Rd., Corpus Christi, TX 78405 Contract Administrator: Margaret Acosta Phone: 361-826-4123 1067-142-530160- (810821F FY 20-21)	No	1	6 cy	3

	Location	Lockable	Qty	Size	Weekly Pickups
32	Marina - L Head Shoreline Blvd., Corpus Christi, TX 78401 Contract Administrator: Leah Huguen Phone: 361-826-3981 4700-35300-122-530160	Yes	1	6 cy	5 Oct.-Feb. 6 Mar.-Sept.
33	City Hall 1201 Leopard St., Corpus Christi, TX 78401 Contract Administrator: Rebecca Serna Phone: 361-826-3388 5115-40310-191-530215	No	2	6 cy	5
34	Health Office Building 1702 Horne Rd., Corpus Christi, TX 78415 Contract Administrator: Denzel Otokunrin Phone: 361-826-7241 1020-12600-101-530000 & 9100-793100C-715	No	1	8 cy	1
35	Public Works Department 2525 Hygeia, Corpus Christi, TX 78415 Contract Administrator: Rolando Mata Phone: 361-826-1677 1041-12430-051-530160	No	1	8 cy	1
36	City Utilities Department 2726 Holly Rd., Corpus Christi, TX 78415 Contract Administrator: Joanna Moreno Phone: 361-826-1649 4010-30005-041-530210	No	1	8 cy	2
37	City Motor Pool Police Department 5352 Ayers Bldg. #5, Corpus Christi, TX 78415 Contract Administrator: Pat Eldridge/ Gloriane Lopez Phone: 361-886-2616 1020-11870-151-530000	No	1	8 cy	2
38	Gas Department 4225 S. Port Ave., Corpus Christi, TX 78415 Contract Administrator: Michelle Dalton Phone: 361-826-3962 4130-34000-022-530210	No	1	8 cy	3
39	Police Main Station M&O 321 John Sartain, Corpus Christi, TX 78401 Contract Administrator: Pat Eldridge/ Gloriane Lopez Phone: 361-886-2616 1020-11870-151-530000	No	1	8 cy	6

	Location	Lockable	Qty	Size	Weekly Pickups
40	O.N. Stevens Water Treatment Plant 13101 Leopard St., Corpus Christi, TX 78410 Contract Administrator: Diana Zertuche Garza Phone: 361-826-1827 530160-4010-31010-062	No	1	20 Cy Roll-off	Once every 2 weeks
41	Oso Bay Wetlands Preserve 2446 N. Oso Parkway, Corpus Christi, TX 78414 Contract Administrator: Sara Jose Phone: 361-826-3432 1020-12921-142-530160	No	1	6 cy	1
42	Police Shooting Range 9601 Hearn's Ferry Rd., Corpus Christi, TX 78410 Contract Administrator: Pat Eldridge/ Gloriane Lopez Phone: 361-886-2616 1020-11870-151-530000-	No	1	4 cy	Once every 2 weeks
43	Police Public Safety Warehouse 1501 Holly Rd., Corpus Christi, TX 78417 Contract Administrator: Pat Eldridge/ Gloriane Lopez Phone: 361-886-2616 1020-11810-151-530000	No	1	4 cy	1
44	Ben Garza Gym 1815 Howard, Corpus Christi, TX 78418 Contract Administrator: Martin Huerta Phone: 361-826-3478 1020-13042-142-530160	Yes	1	4 cy	2 June-Aug.
45	Lindale Recreation Center 3133 Swantner, Corpus Christi, TX 78404 Contract Administrator: Brittany DeLeon Phone 361-826-3472 1020-13023-142-530210	Yes	1	4 cy	2 June-Aug.
46	Oak Park Recreation Center 842 Erwin, Corpus Christi, TX 78405 Contract Administrator: Brittany DeLeon Phone: 361-826-3472 1020-13025-142-530210	Yes	1	4 cy	2 June-Aug.
47	Choke Canyon Dam 150 S. Shore Park Rd, Three Rivers, TX 78071 Contract Administrator: Diana Zertuche Garza Phone: 361-826-1827 4010-30210-061-530160	No	1	3 cy	Once a week



48	Wesley Seale Dam End of County Rd 359, Sandia, TX 78363 Contract Administrator: Diana Zertuche Garza Phone: 361-826-1827 4010-30200-061-530160	No	1	4 cy	Once a week
49	Wesley Seale Dam End of County Rd 359, Sandia, TX 78363 Contract Administrator: Diana Zertuche Garza Phone 361-826-1827 4010-30200-061-530160	No	1	96 gallon cart	Once a week
50	Sunrise Beach 22825 Park Road 25, Mathis, TX 78368 Contract Administrator: Diana Zertuche Garza Phone: 361-826-1827 4010-30205-061-530160	No	5	4 cy	Twice a week
51	Sunrise Beach 22825 Park Road 25, Mathis, TX 78368 Contract Administrator: Diana Zertuche Garza Phone: 361-826-1827 4010-30205-061-530160	No	1 4 times a year	40 yard container	See below

**Holiday****Drop-off Day****Pick-up Day**

Easter

Friday Morning or Thursday Afternoon

Monday after Holiday

Memorial Day

Friday Morning or Thursday Afternoon

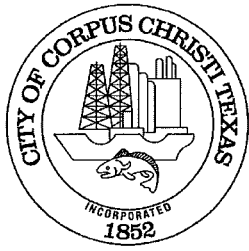
Monday after Holiday

July 4<sup>th</sup>Morning of July 3<sup>rd</sup>July 5<sup>th</sup>

Labor Day

Friday Morning or Thursday Afternoon

Tuesday after Holiday



## ATTACHMENT A: BID AND PRICING SCHEDULE

### CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT DEPARTMENT BID FORM

RFB No. 3558

Dumpster Collection Services Addendum No.1/Revised 4-15-2021

PAGE 1 OF 4

Date: 4/26/21

Bidder: Frontier K2, LLC DBA Killian Calderon Disposal

Authorized  
Signature: \_\_\_\_\_

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.

Scheduled Services						
ITEM	DESCRIPTION	QTY. of Dumpsters	UNIT PRICE	TOTAL	MONTHS	ANNUAL COST
<b>2 Cubic Yard Containers</b>						
1	Once per week	1	\$ 32.88	\$ 32.88	12	\$ 394.56
2	Twice per week	5	\$ 60.76	\$ 303.80	12	\$ 3645.60
<b>2 Cubic Yard Lockable Containers</b>						
3	Once per week	1	\$ 32.88	\$ 32.88	12	\$ 394.56
<b>3 Cubic Yard Containers-Waste Collection outside the City Limits (No MSW Fee Applies)</b>						
4	Once a week	1	\$ 145.00	\$ 145.00	12	\$ 1740.00
<b>4 Cubic Yard Containers</b>						
5	Once every two weeks	1	\$ 32.88	\$ 32.88	12	\$ 394.56
6	Once per week	5	\$ 60.00	\$ 300.00	12	\$ 3600.00
7	Twice per week	8	\$ 111.52	\$ 892.16	12	\$ 10,705.92

Addendum No.1/Revised 4-15-2021

ITEM	DESCRIPTION	QTY. of Dumpsters	UNIT PRICE	TOTAL	MONTHS	ANNUAL COST
<b>4 Cubic Yard Containers-Waste Collection outside the City Limits (No MSW Fee Applies)</b>						
8	Once per week	1	\$ 115.00	\$ 115.00	12	\$1,380.00
9	Twice per week	1	\$ 175.00	\$ 175.00	12	\$2100.00
<b>4 Cubic Yard Lockable Containers</b>						
10	Five times per week	2	\$ 278.81	\$ 557.62	5	\$2788.10
11	Six times per week	2	\$ 334.57	\$ 669.14	7	\$4683.98
12	Once per week	2	\$ 60.00	\$ 120.00	12	\$1,440.00
13	Twice per week	1	\$ 111.52	\$ 111.52	12	\$1338.24
14	Twice per week	3	\$ 111.52	\$ 334.56	3	\$1003.68
<b>6 Cubic Yard Containers</b>						
15	Once per week	4	\$ 88.64	\$ 354.56	12	\$4254.72
16	Once per week	1	\$ 88.64	\$ 88.64	4	\$ 354.56.
17	Twice per week	5	\$ 167.28	\$ 836.40	12	\$10036.80
18	Three times per week	1	\$ 250.93	\$ 250.93	12	\$3011.16
19	Five times per week	2	\$ 413.21	\$ 826.42	12	\$9917.04
<b>6 Cubic Yard Lockable Containers</b>						
20	Once per week	1	\$ 88.64	\$ 88.64	12	\$1063.68
21	Five times per week	1	\$ 413.21	\$ 413.21	5	\$2066.05
22	Six times per week	1	\$ 491.85	\$ 491.85	7	\$3442.95
<b>8 Cubic Yard Containers</b>						
23	Once per week	3	\$ 111.52	\$ 334.56	12	\$4014.72
24	Twice per week	2	\$ 222.04	\$ 444.08	12	\$ 5328.96
25	Three times per week	1	\$ 333.57	\$ 333.57	12	\$ 4002.84
26	Six times per week	1	\$ 664.13	\$ 664.13	12	\$ 7969.56

Addendum No.1/Revised 4-15-2021

ITEM	DESCRIPTION	QTY. of collections	UNIT PRICE	TOTAL		ANNUAL COST
<b>96 Gallon Cart - Waste Collection outside the City Limits (No MSW Fee Applies)</b>						
27	Once a week	1	\$ 35.00	\$ 35.00	12	\$ 420.00
<b>40 Yard Container - Waste Collection outside the City Limits ( No MSW Fee Applies)</b>						
28	Four times a year( See Exhibit A)	1	\$ 595.00	\$ 595.00	4	\$ 2380.00
<b>Non-Scheduled Services</b>						
ITEM	DESCRIPTION	QTY. of collections	UNIT PRICE	TOTAL		ANNUAL COST
<b>2 Cubic Yard Containers</b>						
29	Non-scheduled collection Service per container	4	\$ 15.68	\$62.72		\$ 62.72
<b>2 Cubic Yard Lockable Containers</b>						
30	Non-scheduled collection Service per container	4	\$ 15.68	\$62.72		\$ 62.72
<b>4 Cubic Yard Containers</b>						
31	Non-scheduled collection Service per container	8	\$ 19.80	\$ 158.40		\$ 158.40
<b>4 Cubic Yard Lockable Containers</b>						
32	Non-scheduled collection Service per container	3	\$ 19.80	\$59.40		\$ 59.40
<b>6 Cubic Yard Containers</b>						
33	Non-scheduled collection Service per container	4	\$ 23.10	\$ 92.40		\$ 92.40
<b>6 Cubic Yard Lockable Containers</b>						
34	Non-scheduled collection Service per container	3	\$ 23.10	\$69.30		\$ 69.30
<b>8 Cubic Yard Containers</b>						
35	Non-scheduled collection Service per container	4	\$ 25.00	\$ 100.00		\$ 100.00

## Addendum No.1/Revised 4-15-2021

ITEM	DESCRIPTION	QTY. of collections	UNIT PRICE	TOTAL		ANNUAL COST
36	30 Cubic Yard Compactors (Once every two weeks) include delivery, installation, and training.	1	\$ 1195.00	\$ \$1195.00	12	\$ 14340.00
37	20 Cubic Yard Roll-off Containers (Once every two weeks)	1	\$ 600.00	\$ 600.00	12	\$ 7200.00
<b>ANNUAL TOTALS</b>						\$116,017.18
<b>CONTRACT YEARS</b>						<b>4</b>
<b>FOUR YEAR TOTALS</b>						\$ 464,068.72

\* Line items 29-35 are for Non Scheduled Service Inside the City Limits of Corpus Christi and Include MSW

## 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  EMPLOYER'S LIABILITY	Statutory  \$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 are required, therefore, Service Agreement 3558, Section 5 Insurance; Bonds subsection 5(B), is hereby void.

2021 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

02/22/2021 Risk Management – Legal Dept.



**ATTACHMENT D: WARRANTY REQUIREMENTS**

No warranty is required therefore, Service Agreement 3558, Section 8, Warranty Requirements subsections 8(A) and (B) are hereby void.