



## SERVICE AGREEMENT NO. 4096

### Backflow Prevention Testing and Repairs for CC Water

THIS **Backflow Prevention Testing and Repairs for Corpus Christi Water Department Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and TD Total Backflow Services, LLC, dba Total Fire and Backflow Protection Services ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Backflow Prevention Testing and Repairs for Corpus Christi Water Department in response to Request for Bid/Proposal No. 4096 ("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 Backflow Prevention Testing and Repairs for Corpus Christi Water Department ("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 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 \$84,450.00, 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:

Diana Zertuche-Garza  
Corpus Christi Water Department  
(361) 826-1627  
dianaz@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 may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 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: Diana Zertuche-Garza, Contracts/Funds Administrator

2726 Holly Road, Corpus Christi, Texas 78415  
Phone: (361) 826-1627  
Fax: (361) 826-4495

**IF TO CONTRACTOR:**

TD Total Backflow Services, LLC, dba Total Fire and Backflow Protection Services  
Attn: Don Brammer, Owner  
P. O. Box 2622, Orange Grove, Texas 78372  
Phone: (361) 944-8117  
Fax: N/A

**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.

**SIGNATURES ON NEXT PAGE**

**CONTRACTOR**

Signature:  \_\_\_\_\_  
C0090F0A4C87443...

Printed Name: Don Brammer \_\_\_\_\_

Title: Owner \_\_\_\_\_

Date: 6/21/2022 \_\_\_\_\_

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Josh Chronley  
Assistant Director of Finance - Procurement

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney 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. 4096
- Exhibit 2: Contractor's Bid/Proposal Response



## **Attachment A: Scope of Work**

### **General Requirements**

- A. The Contractor shall provide Backflow Prevention Assembly Testing and Certification, Repairs and Installation services for the Water and Wastewater , Divisions of the Utilities Department at various locations listed under Work Locations. Backflow assemblies for construction meters are not listed under Work Locations. The list shall be provided monthly.
- B. The Contractor shall provide labor, materials, equipment, any permit fees and transportation necessary to perform the services for all locations.
- C. All work will be scheduled from Monday through Friday, excluding City holidays, between 8:00 AM to 5:00 PM.
- D. The Contractor shall provide this service for approximately 125 backflow prevention devices annually. All backflow devices are of Reduced Pressure Zone (RPZ) type, and range in size from ¾" to 6".
- E. Back flow prevention assemblies for construction meters are attached to water construction meters that are installed on fire hydrants inside the city limits and in Extra Territorial Jurisdictions (ETJ's). The fire hydrants are owned by the City of Corpus Christi and are in a City utility easement, which allows ready access to the hydrant. Most of the assemblies are 2" or smaller. The estimated quantity of construction meters is 100.

### **Testing and Repairs**

- A. The Contractor shall perform Backflow prevention testing in accordance with TCEQ chapter 478(6) regulations, the City of Corpus Christi 14-281 Plumbing code requirements, and other applicable state requirements.
- B. The Contractor shall make the necessary repairs for backflow devices that fail testing after obtaining approval from the on-site work Coordinator. The Contractor shall provide an estimated repair cost based on the contract pricing that includes labor and material cost and the replacement cost.
- C. There shall be no additional charges for retesting and certification for those devices repaired by the Contractor.

### **New Installation of Backflow Prevention Assembly**

- A. Based on the repair cost versus the replacement cost submitted at the time of repair, the City may elect to purchase a new backflow prevention assembly. The on-site Work Coordinator must authorize the installation of a new assembly.
- B. New backflow prevention assemblies must be installed to the proper height, in such a manner that the serial number can be easily read.

- C. On newly installed devices, the Contractor shall note the Test and Maintenance Report as to which device it is replacing.

**Test and Maintenance Reports**

- A. The Contractor must upload the Test & Maintenance Report (Form TCEQ-20700) via the City's third-party database system within 10 days from the date tested. Test reports submitted late will be rejected and the tester will be required to retest the device, at no additional charge, and resubmit the report.
- B. Test and Maintenance Reports must be filled via the City's third-party database system for all backflow prevention assemblies tested under this contract, except for construction backflow assemblies. For these assemblies, the Test and Maintenance Report must accompany the invoice for payment to be processed.
- C. For newly installed back flow prevention assemblies, a Test and Maintenance report is required to be filled. A permit is required to install/replace backflow devices.
- D. Test and Maintenance reports must be filed for assemblies that are removed. There is no filing fee for removals. A permit is required to remove backflow devices.
- E. The Contractor shall record and track all inspections on its own database and shall notify the City three weeks prior to expiration testing date for the following year.

**Compensation**

- A. Testing/Certification – Testing will be paid at the unit price shown for testing.
- B. Repairs – Repairs will be paid for on a time and material basis at the rates listed in the contract.
- C. New Installation - It will be paid on a time and material basis at the rates listed in the contract and filing fee. No other charges will be allowed.

**Contractor/Technician Qualifications**

- A. The Contractor/Technician must hold a Backflow Prevention Assembly Tester license issued by the Texas Commission on Environmental Quality (TCEQ)
- B. The Contractor must register annually with the City's Development Service department to test within City limits.
- C. All new installations of backflow devices must be installed by a licensed plumber.

## **Invoicing**

A. Invoice pricing shall reflect pricing as shown on the contract pricing schedule, and shall be submitted as follows:

1. The original invoice will be submitted to:

City of Corpus Christi  
C/o: Accounts Payable  
P.O Box 9227  
Corpus Christi, TX 78469-9277

2. An electronic copy of invoice shall be emailed to [Utilitiesdept@cctexas.com](mailto:Utilitiesdept@cctexas.com)

B. The Contractor's invoice must contain the following:

1. Service Agreement No

2. Description must include

a. Description of Service

b. Service Address

c. Date(s) of Service

d. Serial # of device

e. Size of device

f. Pass/Fail Status

3. Itemized list of charges per device

4. Total hours billed

5. Itemized list of parts with accompanying invoice/receipt to verify markup %

6. Name of authorizing City representative

7. Work order number – Construction

8. Test and Maintenance Report

## **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.

## **Warranty**

The Contractor shall provide a one-year warranty on labor and one -year warranty or manufacturer warranty on new parts and new backflow preventer devices.

**Special Instruction**

- A. The Contractor shall report to the onsite City representative upon arrival.
- B. If the Contractor is required to leave the premises to obtain parts or other materials, onsite City representative must be notified.
- C. The Contractor shall only invoice the City for the time spent on the property. The City shall not pay for time spent in route or travelling to acquire parts/supplies.
- D. The Contractor shall barricade or place cones around the work area before commencing services. The Contractor shall safeguard the area while services are being performed. The Contractor shall be responsible for assuring the safety of its employees, City employees, and the public during performance of all services under this agreement.
- E. The Contractor must clean work site from debris or hazards after completion of work.
- F. The Contractor shall dispose all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules and regulations as to ensure the highest level of safety to the environment and public health.

**Work Locations**

The following locations are where the devices are located:

Utilities – Maintenance of Lines	1521 Amber Dr
Utilities – Maintenance of Lines	2613 Tulane St
Utilities – Maintenance of Lines	3125 Waldron Rd
Utilities – Maintenance of Lines	1645 Amber Dr
Utilities – Maintenance of Lines	1217 Cornerstone Dr
Utilities – Maintenance of Lines	1126 Cornerstone Dr
Utilities – Maintenance of Lines	9726 Compton
Utilities – Maintenance of Lines	1617 Dove Ln
Utilities – Maintenance of Lines	1118 Cornerstone Dr
Utilities – Maintenance of Lines	3205 Coral reef Dr
Utilities – Maintenance of Lines	301 Glenoak Dr
Utilities – Maintenance of Lines	3110 Coral Reef
Utilities – Maintenance of Lines	3105 Coral Reef Dr
Utilities – Maintenance of Lines	2201 Whispering Oak Dr
Utilities – Maintenance of Lines	1602 Westridge Blvd
Utilities – Maintenance of Lines	488 Caribbean Dr
Utilities – Maintenance of Lines	1841 Emmaus Dr

Utilities – Maintenance of Lines	601 Airdome Dr
Utilities – Maintenance of Lines	3222 Coral Reef Dr
Utilities – Maintenance of Lines	417 Cartagena Dr
Utilities – Maintenance of Lines	1514 Amer Dr
Utilities – Maintenance of Lines	1733 Blue Oak Dr
Utilities – Maintenance of Lines	3225 Coral Reef Dr
Utilities – Maintenance of Lines	3842 Casa Blanca Ct
Utilities – Maintenance of Lines	1602 Cantera Bay Dr
Utilities – Maintenance of Lines	801 Roseanne
Utilities – Maintenance of Lines	3849 Casa Blanca Ct
Utilities – Maintenance of Lines	3849 Walking Oaks Ln
Utilities – Maintenance of Lines	3808 Walking Oaks Ln
Utilities – Maintenance of Lines	4018 Berlet Ln
Utilities – Maintenance of Lines	1659 Graham Rd
Utilities – Maintenance of Lines	3029 Bimini Dr
Utilities – Maintenance of Lines	1541 Amber Dr
Utilities – Maintenance of Lines	3817 Walking Oaks Ln
Utilities – Maintenance of Lines	1529 Dove Ln
Utilities – Maintenance of Lines	1726 Blue Oak Dr
Utilities – Maintenance of Lines	3137 Baybrook Dr
Utilities – Maintenance of Lines	1509 Amber Dr
Utilities – Maintenance of Lines	3417 Cartagena Dr
Utilities – Maintenance of Lines	1702 Cantera Bay Dr
Utilities – Maintenance of Lines	3810 Walking Oaks Ln
Utilities – Maintenance of Lines	3834 Walking Oaks Ln
Utilities – Maintenance of Lines	3502 Golden Oak Dr
Utilities – Maintenance of Lines	3566 Golden Oak Dr
Utilities – Maintenance of Lines	1125 Cornerstone Dr
Utilities – Maintenance of Lines	9547 Blue Jay St
Utilities – Maintenance of Lines	1615 Graham Rd
Utilities – Maintenance of Lines	3809 Casa Blanca Ct
Utilities – O. N. Stevens Water Treatment Plant – 26 locations within the Plant	13101 Leopard St.
Utilities – O. N. Stevens Water Treatment Plant	14211 Sand Dollar Ave
Utilities – O. N. Stevens Water Treatment Plant	14211 Sand Dollar Ave

Utilities – Wastewater Lift Station	4420 Sharpsburg
Utilities – Wastewater Lift Station	6245 Kostoryz
Utilities – Wastewater Lift Station	6334 Everhart (Country club)
Utilities – Wastewater Lift Station	7307 Canadian (Greenfields by the bay)
Utilities – Wastewater Lift Station	7500 S Staples St (Buckingham)
Utilities – Wastewater Lift Station	7500 S Staples (Buckingham)
Utilities – Wastewater Lift Station	780 Everhart
Utilities – Wastewater Lift Station	6610 Woolridge (6442 Woolridge # 1)
Utilities – Wastewater Lift Station	7501 Cimarron Blvd
Utilities – Wastewater Lift Station	8001 Woolridge (Woolridge # 2)
Utilities – Wastewater Lift Station	13917 Sea Pines
Utilities – Wastewater Lift Station	2221 S Staples St (Arcadia # 1)
Utilities – Wastewater Lift Station	2221 S Staples St (Arcadia # 2)
Utilities – Wastewater Lift Station	6530 Staples (Station 5)
Utilities – Wastewater Lift Station	2306 Pearse Dr (Port/Pearse)
Utilities – Wastewater Lift Station	4333 Spring Creek (Woodriver)
Utilities – Allison Wastewater Treatment Plant – 4 locations within the plant	4101 Allison Dr BL002
Utilities – Broadway Wastewater Treatment Plant – 5 locations	801 Resaca St
Utilities – Broadway Wastewater Treatment Plant – 2 locations	945 Resaca St
Utilities – Greenwood Wastewater Treatment Plant – 2 locations	6541 Greenwood Dr
Utilities – Laguna Madre Wastewater Treatment Plant – 5 locations	201 Jester St
Utilities – Oso Wastewater Treatment Plant – 8 locations	501 Nile Dr
Utilities – Whitecap Wastewater Treatment Plant – 5 locations	13409 Whitecap

**Attachment B: Bid/Pricing Schedule**
**CITY OF CORPUS CHRISTI  
CONTRACTS AND PROCUREMENT**
**BID FORM****RFB No. 4096**
**Backflow Prevention Testing and Repairs for Utilities  
Department**
**PAGE 1 OF 1**Date: 03-21-2022Bidder: TD Total Backflow Services, LLCAuthorized  
Signature:Sam Guzman

- 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	1-Year Qty.	UNIT	UNIT PRICE	PRICE TOTAL
Backflow Testing & Certification *including filing fee	150	EA	\$ 105.00	\$ 15,750.00
Backflow Testing & Certification *no filing fee required on Construction Meter backflow devices	100	EA	\$ 85.00	\$ 8,500.00
Plumber Labor Fees- for Backflow Repairs Monday - Friday 8:00 to 5:00	435	HRS	\$ 70.00	\$ 30,450.00
Parts / Materials	Estimated Spend	\$25,000	% Mark-up <u>15</u>	Est. spend+ markup \$ 28,750.00
Filing Fee for Newly Installed Backflow Prevention Device	Not to exceed	\$1,000		\$1,000
<b>TOTAL</b>				\$ 84,450.00

## 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 are required for this Agreement.

2021 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

## **ATTACHMENT D: WARRANTY REQUIREMENTS**

The Contractor shall provide a one-year warranty on labor and one -year warranty or manufacturer warranty on new parts and new backflow preventer devices.