

SERVICE AGREEMENT NO. 3978

Preventative and Emergency Vector Service

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

WHEREAS, Contractor has bid to provide Preventative and Emergency Vector Service in response to Request for Bid/Proposal No. 3978 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

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

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

3. Compensation and Payment. This Agreement is for an amount not to exceed \$297,000.00, subject to approved extensions and changes. Payment will be made for Services provided and accepted by the City within 30 days of acceptance,

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

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

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

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

Name: Diana Zertuche-Garza
Department: Utilities Department
Phone: (361) 826-1627
Email: 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 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: Diana Zertuche-Garza
Title: Contracts/Funds Administrator
Address: 2726 Holly Road, Corpus Christi, Texas 78415
Phone: (361) 826-1627
Fax: (361) 826-4495

IF TO CONTRACTOR:

ADK Environmental, Inc.
Attn: Sharon Kastner
Title: President
Address: 16434 FM 630 Odem, Texas 78370
Phone: (361) 364-2004
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.
- 28. Consent Decree Requirements.** This Agreement is subject to certain requirements provided for by the Consent Decree entered into as part of Civil Action No. 2:20-cv-00235, *United States of America and State of Texas v. City of Corpus Christi* in the United States District Court for the Southern District of Texas, Corpus Christi Division (the "Consent Decree"). A set of Wastewater Consent Decree Special Conditions has been attached as Attachment E, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Contractor must comply with Attachment E while performing the Services.

[Signature Page Follows]

CONTRACTOR

DocuSigned by:
Signature: Sharon Kastner
E00EA000E5EA4DF...
Printed Name: Sharon Kastner
Title: President
Date: 1/10/2022

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
Attachment E: Consent Decree Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 3978
Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements/Background Information

- A. The Contractor shall provide preventative maintenance and emergency vactor service to the City's wastewater division, to include high pressure jetting/cleaning and liquid/debris removal.
- B. The wastewater division maintains 100+ lift stations and 6 wastewater treatment plants at various locations throughout the city, as identified in Section 4 – Work Site Locations.
- C. The Contractor shall provide labor (inclusive of round-trip travel), parts/materials, equipment, and supervision necessary to perform the services.
- D. Emergency service will be provided on an as needed basis, twenty-four (24) hours a day, three hundred and sixty-five (365) days a year, including holidays.

1.2 Scope of Work

Preventative Maintenance

- A. The Contractor shall perform preventative maintenance at various locations throughout the City. The frequency of PM service for each location is outlined in Section 4 – Work Site Locations.
- B. Preventative maintenance service will be performed Monday through Friday, between 8:00AM – 5:00PM, excluding city holidays.
- C. The Contractor shall remove floating debris from the surface of the wet wells and basins, such as clarifiers, grit chambers, or digester chambers and haul waste to the Greenwood Wastewater Treatment Plant drying beds, unless otherwise directed.
- D. The Contractor shall remove all liquids from wet wells and basins. "Clean" liquids will be hauled and disposed of at the nearest designated manhole. Fat soils and grease will be hauled to the Greenwood Wastewater Treatment Plant drying beds, unless otherwise directed.

Emergency Service

- A. Emergency service will be provided on an as needed basis, twenty-four (24) hours a day, three hundred and sixty-five (365) days a year, including holidays.
- B. The City will submit emergency service requests(s) via phone. The Contractor shall respond to an emergency service request within 30 minutes of contact and provide on-site response within one (1) hour of Contractor response.
- C. In the event of adverse weather i.e., hurricane, storm, tornado, etc., the Contractor shall be available and on-site within 24 hours post weather event.

- D. The City reserves the right to use another contractor if response times are non-compliant, or if the Contractor does not have sufficient resources, i.e., labor, equipment.
- E. In the rare instance that the City determines that an emergency service job greatly exceeds the average/typical emergency, the City may authorize and reimburse the Contractor for additional costs, i.e., equipment rental. The Contractor must obtain City approval from the on-site plant operator prior to procuring additional equipment for which it will seek reimbursement.
- F. The Contractor shall provide preferential response for emergency services requested by the City, over any non-contract customers.

1.3 Contractor Requirements

- A. At a minimum, the Contractor shall be equipped with:
 - a. Three (3) positive displacement combination unit vacuum trucks capable of jetting and extracting both liquids and debris, and decanting liquids
 - b. 9-yard debris tank minimum
 - c. 1" Jetting hose at 600' minimum
 - d. Connection tubes capable of extending 30' deep
 - e. Flexible hose capable of extending 100' out for vacuum service
- B. The Contractor will check in and check out with the on-site Work Coordinator before and after all authorized work is performed. The on-site operator must authorize any after-hours work.
- C. The Contractor shall have TCEQ approved Sewage Sludge Permit/Sticker(s). Copies of permits for each truck must be submitted with the bid.
- D. Upon completion of service, the Contractor shall provide a signed service report and manifest/trip ticket to the on-site operator. The service report shall include:
 - a. Date
 - b. Service address
 - c. Start and end time, and total hours (ea. signed by on-site City Rep)
 - d. The Contractor's service report must include a section to record the start and end time with a signature box for City staff signature
 - e. Before and after pictures of wet well, basin, or other area that received cleaning.
 - f. Description of service work
 - g. Names of crew members
 - h. Signature of onsite City operator

1.4 Work Site Locations

Lift Station #	Lift Station (Wet Wells)	Address	Frequency
1	Up River Rd.	12300 Up River Rd.	Quarterly
2	Nueces Acres	11501 Haven Dr.	Quarterly
3	Allison WWTP	4101 Allison Dr.	Quarterly
4	Solar Estates	9201 Moonlight St.	Quarterly
5	Clarkwood North	2001 Clarkwood Rd.	Quarterly
6	Stillwell	8100 Stillwell Lane	Quarterly
7	DeDietrich	150 McKenzie Rd.	Quarterly
8	Northwest Crossing	1921 Oregon Trail	Quarterly
9	Clarkwood South	1025 Clarkwood Rd.	Quarterly
10	Lakes Northwest	3614 Perfection Lake	Quarterly
11	Highway Nine	6724 Leopard St.	Quarterly
12	Airport	International Airport	Quarterly
13	McBride	1200 McBride Lane	Quarterly
14	Greenwood WWTP	6541 Greenwood Dr.	Quarterly
15	Sacky	3200 Sacky St.	Quarterly
16	Kostoryz	6261 Kostoryz Rd.	Quarterly
17	Broadway WWTP	801 Resaca St.	Quarterly
18	Wooldridge II	8001 Wooldridge Rd.	Quarterly
19	Schanen	6102 Del Starr Dr.	Quarterly
20	Weber's Glen	4051 Aaron	Quarterly
21	Station 5	6528 S. Staples	Quarterly
22	Buckingham	7101 S. Staples	Quarterly
23	Cimarron	7401 Cimarron	Quarterly
24	Airline	3302 Airline	Quarterly
25	Oso WWTP #1	501 Nile Rd.	Quarterly
26	Oso WWTP #2	501 Nile Rd.	Quarterly
27	Perry Place	Thompson Rd.	Quarterly
28	Turtle Cove	9547 Blue Jay St.	Quarterly
29	Flour Bluff	2326 Flour Bluff Dr.	Quarterly
30	Waldron	610 Blossum	Quarterly
31	Military & Jester	722 Jester St.	Quarterly
32	Laguna Madre WWTP	201 Jester St.	Quarterly
33	Laguna Shores	2902 Laguna Shores Rd.	Quarterly
34	Whitecap WWTP	13409 Whitecap Blvd.	Quarterly
35	Lake Padre South	14501 Whitecap Blvd.	Quarterly
36	Leeward	14865 Running Light Dr.	Quarterly
37	Wood River	4601 Spring Creek Dr.	Quarterly
38	Sharpsburg	4412 Sharpsburg Rd.	Quarterly
39	River Canyon	13842 River Ridge Dr.	As Needed
40	Cynthia	5210 Cynthia St.	As Needed

Lift Station #	Lift Station (Wet Wells)	Address	Frequency
41	Ramos	4810 Ramos	As Needed
42	Highway 77	3386 County Road 52	As Needed
43	Levi County Jail	745 N.P.I.D.	As Needed
44	Coastal Meadows	6868 Old Brownsville Rd.	As Needed
45	Trojan	1901 Trojan Ave.	As Needed
46	Lexington	5233 Lear St.	As Needed
47	Rose Acres	2946 FM 763	As Needed
48	Charlie's Place	5505 McBride Ln.	As Needed
49	Nueces Bay	2100 Nueces Bay Blvd.	As Needed
50	Rincon North "B"	Rincon Ind. West of H.W. 181	As Needed
51	Rincon North "A"	Rincon Ind. West of H.W. 181	As Needed
52	North Beach "B"	3002 Timon Blvd.	As Needed
53	North Beach "C"	3818 Surfside	As Needed
54	North Beach "D"	4320 Timon Blvd.	As Needed
55	Brownlee	400 12 th Street	As Needed
56	Studebaker	300 Kinney Ave.	As Needed
57	Peoples "T" Head	Peoples St. "T" Head	As Needed
58	Lawrence "T" Head	400 S. Shoreline Blvd.	As Needed
59	Coopers Alley "L" Head	200 S. Shoreline Blvd.	As Needed
60	Cole Park	1500 Ocean Drive	As Needed
61	Bay Drive	7845 Bay Dr.	As Needed
62	Oleander	2900 Ocean Dr.	As Needed
63	Starry	7701 Starry	As Needed
64	The Lakes	7335 Everhart Rd.	As Needed
65	Kings Crossing	8401 Cimarron	As Needed
66	TAMU-CC	6300 Ocean Dr.	As Needed
67	Pelican Bay	1418 Ennis Joslin	As Needed
68	Greenfields by the Bay	7310 Canadian Dr.	As Needed
69	Anchor Harbor	8102 S.P.I.D.	As Needed
70	Wal-Mart	9441 S.P.I.D.	As Needed
71	Rhetta Place	2442 Vialoux	As Needed
72	Purdue	630 Purdue	As Needed
73	Gateway Park	1143 Laguna Shores	As Needed
74	Riviera	138 Riviera	As Needed
75	Rex	4046 Whitley	As Needed
76	Kennedy Causeway	13301 S.P.I.D.	As Needed
77	Seahorse	14300 Dorsel St.	As Needed
78	Swordfish	14500 Swordfish St.	As Needed
79	Jackfish	14124 Jackfish St.	As Needed
80	Verdemar	14501 Verdemar St.	As Needed
81	Park Road 53	11125 Park Road 53	As Needed

82	Tesoro	13618 Port Royal Ct.	As Needed
Lift Station #	Lift Station (Wet Wells)	Address	Frequency
83	Aquarius	15000 Aquarius St.	As Needed
84	Cumana	15600 Cumana St.	As Needed
85	Coquina Bay	13921 Sea Pines Blvd.	As Needed
86	Sea Pines	14192 Sea Pines Blvd.	As Needed
87	Gypsy	15601 Gypsy St.	As Needed
88	JFK Causeway II	13317 S.P.I.D.	As Needed
89	West Point Crossing	5605 Old Brownsville Rd.	As Needed
90	Everhart/Staples	780 Everhart Rd.	As Needed
91	Country Club	6300 Everhart Rd.	As Needed
92	Wooldridge	6610 Wooldridge Rd.	As Needed
93	Williams	6602 Williams Dr.	As Needed
94	Padre Island Section 4	14201 Whitecap Blvd.	As Needed
95	Morgan/Brownlee	810 N. Brownlee Blvd.	As Needed
96	Everhart/Staples	780 Everhart Rd.	As Needed
97	Country Club	6300 Everhart Rd.	As Needed
98	Wooldridge	6610 Wooldridge Rd.	As Needed
99	Williams	6602 Williams Dr.	As Needed
100	Sugar Tree	8050 S.P.I.D.	As Needed
101	Arcadia	2221 S. Staples St.	As Needed
102	Port/Pearse	Port/Pearse	As Needed

WWTP #	WW Treatment Plant (Wet Wells)	Address	Frequency
1	Broadway	801 Resaca St.	As Needed
2	Oso	501 Nile Rd.	As Needed
3	Greenwood	6541 Greenwood Dr.	As Needed
4	Allison	4101 Allison Dr.	As Needed
5	Laguna Madre	201 Jester St.	As Needed
6	Whitecap	13409 Whitecap Blvd.	As Needed

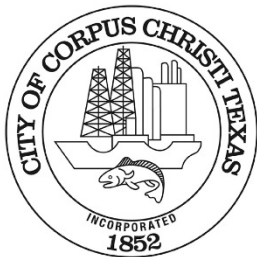
WWTP #	WW Treatment Plant (Clarifiers/Basins)	Address	Qty	Frequency
1	Broadway	801 Resaca St.	2	Annual
2	Oso	501 Nile Rd.	8	Annual
3	Greenwood	6541 Greenwood Dr.	6	Annual
4	Allison	4101 Allison Dr.	2	Annual
5	Laguna Madre	201 Jester St.	2	Annual
6	Whitecap	13409 Whitecap Blvd.	2	Annual

1.5 Invoicing

- A. All work will be invoiced and paid based on Attachment B – Schedule of Pricing.
- B. The Contractor shall submit invoices and a copy of the signed service report electronically to UtilitiesDept@cctexas.com and a hard copy to City of Corpus Christi – Accounts Payable, Utilities Department, P.O. Box 9277, Corpus Christi, TX 78469-9277.
- C. Invoices submitted without the signed service report will not be processed for payment until the Contractor provides the required information.
- D. All invoices shall provide detailed information, including:
 - 1. Service Agreement No
 - 2. PO Number
 - 3. Service Address
 - 4. Description of service work
 - 5. Itemized list of charges, including qty of hours, labor rate, etc.
 - 6. Third party invoices,(no mark-up) i.e., Equipment rental, if pre-approved

1.6 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 ensure it complies with the contract requirements.



**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
BID FORM
RFB No.3978
Preventative and Emergency Vactor Service**

PAGE 1 OF 2

Date: 01/04/2022

Bidder: ADK ENVIRONMENTAL, INC.

Authorized
Signature:

Sharon Kastner

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

Invitation to quote, FOB Destination, Freight Included, on the following:

DESCRIPTION	UNIT	1-YR QTY	UNIT PRICE	TOTAL PRICE
Labor Regular Hours (M-F 8:00AM-5:00PM) For Preventative Maintenance & Emergency	HR	1,520	\$ 150.00	\$ 228,000.00
Labor After Hours (5:00PM-8:00AM, to include holidays) For Emergency Service	HR	300	\$ 180.00	\$ 54,000.00
Miscellaneous Equipment Emergency Allowance *Requires City Approval	EA	1	\$15,000.00	\$15,000.00
TOTAL				\$ 297,000.00

DESCRIPTION	UNIT	2-YR QTY	UNIT PRICE	TOTAL PRICE
Labor Regular Hours (M-F 8:00AM-5:00PM) For Preventative Maintenance & Emergency	HR	1,520	\$ 160.00	\$ 243,200.00
Labor After Hours (5:00PM-8:00AM, to include holidays) For Emergency Service	HR	300	\$ 192.00	\$ 57,600.00
Miscellaneous Equipment Emergency Allowance *Requires City Approval	EA	1	\$15,000.00	\$15,000.00
TOTAL				\$ 315,800.00

DESCRIPTION	UNIT	3-YR QTY	UNIT PRICE	TOTAL PRICE
Labor Regular Hours (M-F 8:00AM-5:00PM) For Preventative Maintenance & Emergency	HR	1,520	\$ 165.00	\$ 250,800.00
Labor After Hours (5:00PM-8:00AM, to include holidays) For Emergency Service	HR	300	\$ 198.00	\$ 59,400.00
Miscellaneous Equipment Emergency Allowance *Requires City Approval	EA	1	\$15,000.00	\$15,000.00
TOTAL				\$ 325,200.00

Attachment C- Insurance Requirements

CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
2. Contractor 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 for the General Liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **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
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 & Non-owned 3. Rented & Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
Employer's Liability	\$500,000 / \$500,000 / \$500,000
POLLUTION LIABILITY (Including Cleanup and Remediation)	\$1,000,000 Per Occurrence

3. In the event of accidents of any kind related to this project, Consultant must furnish the Risk Manager with copies of all reports of such accidents within 10 days of the accident.

Additional Requirements –

1. 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. An All States endorsement shall be required if consultant is not domiciled in the State of Texas.
2. 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.
3. Contractor shall be required to submit replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Contractor or as requested by the City. 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 Management
P.O. Box 9277
Corpus Christi, TX 78469-9277

4. **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.
5. 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.
 6. 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.
 7. 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.
 8. 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.
 9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement

2021 Insurance Requirements

Ins. Req. Exhibit 4-**C**

Contracts for General Services – Services Performed Onsite-Pollution

05/10/2021 Risk Management – Legal Dept.

Attachment C – Bond Requirements

“No bonds required for this Agreement.”

Attachment D - Warranty Requirements

"No manufacturer's warranty required for this Agreement."

ATTACHMENT E

WASTEWATER CONSENT DECREE

Special Conditions

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

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

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

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

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

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

III. Retention of documents – CONTRACTOR shall retain and preserve all non-identical copies of all documents, reports, research, analytical or other data, records or other information of any kind or character (including documents, records, or other information in electronic form) in its or its sub-contractors’ or agents’ possession or control, or that come into its or its sub-contractors’ or agents’ possession or control, and that relate in any manner to this contract, or the performance of any work described in this contract (the “Information”). This retention requirement shall apply regardless of any contrary

city, corporate or institutional policy or procedure. CONTRACTOR, CONTRACTOR's sub-contractors and agents shall retain and shall not destroy any of the Information until five years after the termination of the Consent Decree and with prior written authorization from the City Attorney. CONTRACTOR shall provide the City with copies of any documents, reports, analytical data, or other information required to be maintained at any time upon request from the City.

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