

SERVICE AGREEMENT FOR USED TIRE DISPOSAL

Service Agreement No. 622

THIS **Used Tire Disposal Service Agreement** (this "Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), acting by and through its City Manager or his designee ("City Manager"), and TEXAS LAND RECLAMATION LLC, dba UTW TIRE COLLECTION SERVICE ("Contractor"), effective for all purposes upon execution by the City Manager.

WHEREAS Contractor has proposed to provide **Used Tire Disposal Services** in response to **Event No. 85 (which includes Specification 1106, Revised 03/09/2011)** which is incorporated and attached as Exhibit A;

WHEREAS the City has determined Contractor to be the lowest responsive, responsible bidder;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

1. **Services.** Contractor shall provide **Used Tire Disposal Services** in accordance with **Event No. 85 (which includes Specification 1106, Revised 03/09/2011)**. ("Services"), which request for bid and related specifications, if any, are attached to this Agreement and incorporated by reference into this Agreement as Exhibit "A". Contractor's bid to provide the services is attached to this Agreement and incorporated by reference into this Agreement as Exhibit "B".

2. **Term.** This Agreement is for a term of one year, commencing on issuance of a Notice to Proceed and continuing for twelve months thereafter. The term includes an option to extend for up to two additional one-year periods subject to the approval of the Contractor and the City Manager.

3. **Payment and Compensation.** This Agreement is for an amount not to exceed \$112,134.00, subject to authorized extensions and changes. Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.

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. All of the Contractor's notices and communications regarding this Agreement must be directed to the Contract Administrator, who serves as the **Contract Administrator**, unless indicated otherwise in this Agreement.

5. **Independent Contractor.** Contractor shall perform the Services hereunder as an independent contractor and furnish such Services in its own manner and method, and under no circumstances will any employee, agent, or representative of the Contractor be considered an employee of the City.

6. **Insurance.** Before Services can begin under this Agreement, the Contractor's insurance company must deliver a Certificate of Insurance as proof of the required insurance coverages to the Contract Administrator. Additionally, the certificate must state that the **Solid Waste Contract Administrator** will be given at least thirty days' notice of cancellation, material change in the coverages, 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 15 days of the City Manager's written request to Contractor. Insurance Requirements are attached and incorporated by reference into this Agreement as Exhibit C.

7. **Assignment.** No assignment of this Agreement nor any right or interest herein held by the Contractor is effective unless the City Manager first gives written consent to such assignment. The

performance of this Agreement by the Contractor is the essence of this Agreement, and the City's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

8. **Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City (the City's fiscal year ends each September 30th) is subject to budget approval and appropriations providing for such contract item as an expenditure in the fiscal budget. The City does not represent that a budget item for this Agreement will be actually adopted, as that determination is within the sole discretion of the City Council at the time of adoption of each fiscal budget.

9. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

10. **Compliance with Laws.** This Agreement is subject to all applicable federal, state and local laws. All duties of the parties will be performed in Corpus Christi, Texas. The applicable law for any legal disputes arising out of this Agreement is the law of Texas, and the forum and venue for such disputes is the appropriate district or county court in and for Nueces County, Texas.

11. **Subcontractors.** 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**. 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 are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

12. **Amendments.** This Agreement may be amended only in writing and signed by persons authorized to execute the same by both parties.

13. **Termination.**

A. The City Manager may terminate this Agreement for Contractor's failure to perform the services specified in this Agreement and its exhibits. The Contract Administrator 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 stated in the notice, the City Manager may terminate this Agreement immediately thereafter. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination.

B. Alternatively, the City may terminate this Agreement without cause upon twenty days' advance written notice to the Contractor. However, the City may terminate this Agreement upon twenty-four hours' advance written notice to the Contractor for the Contractor's failure to pay any required taxes or to provide proof of payment of taxes as set out in this Agreement. The Contractor may terminate this Agreement upon ninety days' advance written notice to the City.

14. **Taxes.** The Contractor covenants to pay all applicable federal and state payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other taxes in accordance with Circular E "Employer's Tax Guide", Publication 15, as it may be amended. Upon request, the City Manager shall be provided proof of payment of these taxes within fifteen days of such request.

15. **Notice.** Notice must be given by personal delivery, facsimile (fax), or by certified mail, postage prepaid and return receipt requested, and is deemed received on the date hand-delivered or faxed, with proof of accepted transmission, and on the third day after deposit in the U.S. mail if sent certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attention: Solid Waste Contract Administrator
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Fax # (361) 826-1971

IF TO CONTRACTOR:

Contractor Name:	Texas Land Reclamation LLC, dba UTW Tire Collection Services
Contact Person:	Penelope M Oaks
Mailing Address:	PO Box 1236
City, State, ZIP:	Donna, Texas 78537
Email Address:	utwtirepennie@gmail.com

16. **Extensions.** This Agreement is subject to two twelve-month extensions at the same terms and conditions. These extensions may be exercised at the sole discretion of the City.

17. **Severability.** Each provision of this Agreement is severable and if, for any reason, any provision or any part thereof is determined to be invalid and contrary to any applicable law, such invalidity shall not impair the operation of or 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 thereof had been omitted.

18. **INDEMNIFICATION. CONTRACTOR SHALL 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 ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT REGARDLESS OF WHETHER THE INJURIES, DEATH, OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. 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 REASONABLY SATISFACTORY TO INDEMNITEES, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS AGREEMENT.**

19. **Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.

Contractor: Texas Land Reclamation LLC,
dba UTW Tire Collection Services

Signature: 

Printed Name: Penelope M. Oaks

Title: Owner

Date: 3-9-2016

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

Exhibit A: Bid Event No. 85 Specification 1106, dated 03/09/11

Exhibit B: Bidder's Bid Sheet

Exhibit C: Insurance Requirements

**CITY OF CORPUS CHRISTI
PURCHASING DIVISION**

**SPECIFICATION NO. 1106
Revised March 9, 2011
PAGE 1 OF 1**

SPECIFICATIONS FOR USED TIRE DISPOSAL SERVICE

Statement of Need

The City will establish a service contract for disposing of whole used tires collected at the Elliott Landfill, located at 7001 Ayers, Cefe Landfill, located at CR20 & FM 2044, and the City's Maintenance Services facility, located at 5352 Ayers. This service consists of the furnishing of trailers and disposal of whole used tires collected by Solid Waste Services and Maintenance Services.

Requirements

The successful contractor must be registered by the Texas Commission of Environmental Quality (TCEQ) and have a TCEQ permitted storage and/or processing facility for proper tire disposal/processing. All tires disposed/processed under this contract shall be in accordance with all Federal, State and local rules and regulations concerning the safe and proper disposal of tires.

The successful contractor will be required to inventory a minimum of four trailers to service the City's account, two at the Elliott Landfill, one at the Cefe Landfill and one at Maintenance Services. Upon execution of the contract, the successful contractor will furnish two trailers, minimum of forty feet long, at the Elliott Landfill, one trailer, minimum of forty feet long, at the Cefe Landfill and one trailer, minimum of forty feet long, at Maintenance Services. When a trailer is filled, the City will notify the successful contractor for removal of the filled trailer. Within one (1) day of being notified, the successful contractor will be required to bring an empty trailer to the requested site (Elliott Landfill, Cefe Landfill or Maintenance Services), place it at an acceptable location to the City and pick-up the filled trailer for disposal. The inventory requirement is necessary to ensure the Elliott Landfill and Cefe Landfill are in Regulatory Compliance and Maintenance Services have an adequate amount of trailers on hand to store whole tires.

Failure to comply with trailer inventory requirements and/or one (1) day turn around will be grounds for contract cancellation. The City reserves the right to cancel the contract after three incidents have been documented to the successful contractor of inadequate trailer inventory and/or delays in trailer removal.

Bidders are requested to indicate how the tires will ultimately be disposed/processed.

CITY OF CORPUS CHRISTI
PURCHASING DIVISION
BID SHEET
BID INVITATION NO. Event No. 85

PAGE 1 OF 1

DATE: 11/02/2015

UTW Tire Collection Services- P.M. Oaks
BIDDER


 AUTHORIZED SIGNATURE

1. Refer to "Instructions to Bidders" and Standard Purchase Terms and Conditions before completing bid.
2. Quote your best price, F.O.B. Destination, on 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
 - c. the disclosure of Interest information on file with the City's purchasing office, pursuant to the Code of Ordinances, is current and true.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
	Twelve-month service agreement with option to extend for up to two (2) additional twelve-month periods subject to the approval of the City Manager or designee for used tire disposal service per Specification No. 1106, revised 03/09/11.				
1.	Loaded Trailer – Elliott Landfill, location – 7001 Ayers. It is estimated that 26 trailer loads of tires will be collected during a twelve month period.	26	Loads	1,699.00	44,174.00
2.	Loaded Trailer – Cefe Landfill, location – CR20 & FM 2044. It is estimated that 26 trailer loads of tires will be collected during a twelve month period.	26	Loads	1,699.00	44,174.00
3.	Loaded Trailer – Maintenance Services, location – 5352 Ayers Street. It is estimated that 14 trailer loads of tires will be collected during a twelve month period.	14	Loads	1,699.00	23,786.00

INSURANCE REQUIREMENTS

I. BIDDER'S LIABILITY INSURANCE

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Bidders 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employer's Liability	\$500,000/\$500,000/\$500,000

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

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Bidder must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Bidder is not domiciled in the State of Texas.
- B. Bidder shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Bidder's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Bidder shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

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

- D. **Bidder 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 thirty (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 (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Bidder'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 Bidder'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 Bidder to stop work hereunder, and/or withhold any payment(s) which become due to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Bidder may be held responsible for payments of damages to persons or property resulting from Bidder's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Bidder'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.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2015 Insurance Requirements
Solid Waste Department
Tire Disposal Services – City Landfills
9/10/2015 ds Risk Management