

SERVICE AGREEMENT NO. 1372

Debris Removal for the City of Corpus Christi

THIS **Debris Removal for the City of Corpus Christi Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and CrowderGulf, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Debris Removal for the City of Corpus Christi in response to Request for Bid/Proposal No. 1372 ("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 Debris Removal for the City of Corpus Christi ("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.** This Agreement is for 12 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to two additional 12-month periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$279,510.00, subject to approved extensions and changes. Payment will be made for Services completed 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.
- 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: Gilbert Montoya
Department: Solid Waste
Phone: 361-826-1664
Email: GilbertM@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 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. Any Services 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. 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. 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.

- 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.** 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 if the subcontractors were not named at the time of bid or proposal, 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.
- 13. Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
- 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 related 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: Gilbert Montoya
Title: Planner/Scheduler
Address: 2525 Hygeia St., Corpus Christi, Texas 78415
Fax: 361-857-1971

IF TO CONTRACTOR:

CrowderGulf, LLC
Attn: John Ramsay
Title: President & CEO
Address: 5435 Buisness Parkway, Theodore, Alabama
Fax: 251-459-7433

- 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 Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. 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, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager 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. 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.

20. 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.

21. 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).

22. 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.

- 23. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 24. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. 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.
- 25. 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.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: Ashley Ramsay-Naile

Printed Name: Ashley Ramsay-Naile

Title: Vice President/COO

Date: 12-22-17

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

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. 1372

Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1.1 General Requirements

The Contractor shall provide Debris Removal as outlined in this Scope of Work.

1.2 Scope of Work

A. Scope:

This Scope contains minimal general, functional and performance requirements for debris removal. The quantity of work required to complete this contract is estimated at 36,300 cubic yards. The actual effort required may be more or less than the estimated amount and no amount is guaranteed by the City. Contractor shall be given 72 hours for mobilization, after issuance of a Notice to Proceed. Contractor will commence work as describe per scope of work. Debris removal shall be conducted, only at the sole request of the Solid Waste Director, of such areas requiring debris removal services. The Contractor will keep all inspection plans and records evidencing compliance with Federal, State and local regulations throughout the term of the contract.

B. Classification:

Contractor is to provide all elements for a turnkey maintenance project including, but not limited to, all necessary equipment, labor, supervision, insurance, and safety devices.

C. General Requirements:

1. The Contractor shall collect all brush, bulky items and construction materials as instructed, in designated areas of the City as specified by City staff. Contractor must meet a daily minimum of 2,400 cubic yards collected. City staff will supply directions and boundaries of said collection areas. Contractor shall assure waste hauled under this contract weighs a minimum of 150 pounds (lbs.) per cubic yard.
2. Brush items are defined as such:
 - a. Shrubs
 - b. limbs
 - c. grass clipping
 - d. weeds

- e. leaves
- f. Mulch
- g. tree trimmings.

3. Bulky items are defined as such:

- a. Indoor/outdoor furniture
- b. Mattresses
- c. Box springs
- d. Carpet
- e. Swing sets
- f. Plastic swimming pools
- g. Large toys
- h. Bicycles
- i. Aquariums
- j. Large household appliances
- k. Small amounts of clean wood waste (clean wood removed of hardware, fasteners, hinges, and paint
- l. Construction debris resulting from the construction or demolition of structures small, quantities incidental to the load.

All debris collected by the Contractor becomes the property of the Contractor and it is the Contractor's responsibility to dispose of such debris in compliance with all local, state and federal requirements. Proof of same (disposal tickets or invoices) shall be provided to the Contract Administrator on a weekly basis.

Debris Removal collections areas are mapped on Exhibit A Collection Area Map.

D. Dumpsites:

The Contract shall dispose of debris at the following landfills:

Gulley-Hurst Landfill
1435 CR 26
Corpus Christi, TX 78415

Cefe Valenzuela Landfill
2397 CR 20
Robstown, TX 78380

Monday – Friday 8 a.m. to 5 p.m.	Monday – Friday 7 a.m. to 6 p.m.
Saturday 8 a.m. to noon	Saturday 6 a.m. to 6 p.m.

E. Safety:

Applicable provisions of the following publications shall be incorporated into the specifications for this project:

1. Texas Manual on Uniform Traffic Control Devices.
2. Texas State Highway Standard Specifications.
3. Occupational Health and Safety laws.
4. Federal, State and Municipal acts, statutes, rulings, ordinances, decisions, and regulations relative to performance of the contract.

The importance of safety cannot be over-emphasized. At its sole discretion, the City reserves the right to disallow payment for any work performed where the proper safety precautions were not observed.

The safety of the public and the convenience of traffic shall be regarded as of prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic. All equipment and personnel will move in the same direction as traffic always during all cleaning operations.

The Contractor shall hire competent drivers and properly train them. Contractor shall investigate the driving records of its drivers prior to and during their employment, and shall ensure that unsafe drivers do not provide services under the terms of the contract to which these specifications apply. Contractor shall maintain strict rules against the use of alcohol, drugs, and other intoxicants by its employees. For the purposes of these specifications, a driver whose driving record reflects the following citations within the last three years shall be deemed an "unsafe driver":

- a. Moving violations for excess acceleration or reckless driving.
- b. DWI.

Furthermore, in the event an individual providing services for the Contractor during the effective dates of the contract relating to this specification, is convicted of DWI, the Contractor shall immediately prohibit said individual from providing services under the terms of the contract relating to this specification.

F. Weather:

For the purpose of this contract, the National Weather Service of Corpus Christi, Texas, shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only 12 hours into the future.

1. Debris removal operations shall not be conducted when there are climatic conditions present or forecast that would make such operation ineffectual or dangerous. These climatic conditions are termed inclement weather and include, but are not limited to: heavy rains, snow, ice, and sleet.
2. The Contractor may suspend operations during inclement weather. If such suspension occurs, the Contractor shall immediately notify the Contract Administrator.
3. The Contract Administrator shall have the right to order suspension of debris removal operations whenever, in his/her judgment, inclement weather exists or is forecast to occur, such that cleaning operations cannot be carried out in an effective manner.
4. The Contractor shall obtain approval from the Contract Administrator prior to making any alteration(s) to his/her route list due to inclement weather.

G. Functional Requirements:

1. Equipment and Maintenance:

The equipment used for debris removal shall be of sufficient type, capacity, and quantity to safely and efficiently perform the debris removal work as specified herein.

- a. Equipment – Equipment shall consist of mechanical self-loader apparatus, or Grapple trucks, and dump trucks. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport thus allowing the truck to be loaded to capacity; and have a label that displays its load capacity. Other types of debris removal equipment, as well as manual labor, shall be provided where

deemed necessary and approved by the Contract Administrator. The equipment, tools and machinery shall be at the work-site in good repair and operating condition and approved by the Contract Administrator prior to commencement of work. If at any time, the Contract Administrator determines any equipment is defective to the point that it may affect the quality of the work, that equipment shall be immediately repaired or replaced.

- b. The Contractor shall provide a list of all equipment (including support equipment) to be used by the Contractor. All such equipment is subject to inspection by and final approval of the City. Such approval may require the Contractor to provide on-site demonstration of the capability of any proposed equipment. The City will allow the Contractor a reasonable lead-time to obtain equipment requisite to provision of the services described herein, however, the Contractor shall commence work with its existing equipment. Prior to commencing work with its existing equipment and within 72 hours for mobilization, after such notification Contractor shall meet with the Contract Administrator to obtain debris removal collection areas requiring service. The Contractor shall secure the Contract Administrator's approval of collection areas requiring debris removal prior to commencing any work described therein.
- c. All vehicles used by the Contractor must be performance-worthy by visual and operational inspection. The City shall have the right to perform a complete inspection of all vehicles at any time during the term of the contract. Should any vehicle, when inspected, in the determination of the City, not meet those standards the City feels are necessary to provide the services specified herein or to operate safely, the City may require the Contractor to bring such vehicle to standard before the Contractor may return such vehicle to service.
- d. Maintenance - The Contractor shall provide all necessary maintenance to vehicles under this contract (including fuel, oil, grease, and repairs) as well as inventory of a sufficient supply of replacement parts to ensure the uninterrupted provision of debris

removal services described herein.

2. Schedules:

Debris removal will be collected at the sole discretion of the Solid Waste Director. Collection areas may be added or deleted.

H. Performance Requirements:

1. Time of Operation:

The Contractor shall perform work between the hours of 7:00 a.m. through 6:00 p.m. Monday through Saturday.

2. Debris:

Collection and transportation of debris from the collection areas to the disposal site shall be the responsibility of the Contractor. The Contractor shall ensure all debris removal from collection areas (**Exhibit A**) is removed and loaded onto the dump trucks. Excessive displacement of debris into the atmosphere (dust clouds), or onto the street (debris "windrow") is not acceptable.

- a. The Contractor shall deposit all debris collected from debris removal contract in compliance with all local, state and federal requirements. The Contractor is responsible for payment of all fees, including, but not limited to: licenses, permits, penalties and citations. The City will pay fees assessed by the designated dump-sites. Copies of disposal tickets will be turned in with each weekly invoice.
- b. The Contractor shall perform all handwork required to provide an efficient cleaning operation. The Contract Administrator shall have the right to identify for the Contractor those areas where handwork should be performed.
- c. The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extend horizontally beyond the bed of the equipment in any direction. All

loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other covering shall be provided by the Contractor to prevent materials from being blown from the bed during hauls to disposal sites.

3. Definition of Clean:

For the purposes of this specification, clean is defined as free from brush and bulky items from a property. No item shall be left on the property including shrubs, limbs, grass clippings, weeds, leaves, mulch, tree trimmings, indoor/outdoor furniture, mattresses, box springs, carpet, swings sets, plastic swimming pools, large toys, bicycles, aquariums, large household appliances, and small amounts of clean wood waste (clean wood removed of hardware, fasteners, hinges and paints). The Contractor shall make every practical effort to attain this level of service.

4. Condition of Streets:

At no time does the condition of the street relieve Contractor from debris removal responsibilities.

I. Verification of Work:

1. To verify compliance of work, the Contractor's first load, and then random loads as determined by the Contract Administrator, will be weighed at the City's JC Elliott Transfer Station or Cefe Valenzuela Landfill. City Staff will inspect all loads prior to disposal to determine volume and density. City Staff will assign a percentage filled for each loaded truck and trailer. City Staff and Contractor will agree on the number of cubic yards, based on the percentage that trucks and trailers are filled, that will be billed to the City by the Contractor for each load collected.
2. Within 72 hour of notification by the Solid Waste Director, the Contractor shall meet with the Contract Administrator to review the contract and make any necessary changes to the collection areas and/or Contractor's work plan. Prior to commencing work, all listed routes shall be updated, in writing, by the Contractor, and, as approved by the City, shall thereafter become the basis for:
 - a. The Contractor's collection areas,

- b. Pounds (lbs.) per cubic yard of debris removed report,
 - c. The Department's inspection of debris removal,
 - d. The invoicing for per cubic yards collected and
 - e. Payment by the City for services rendered.
3. The Contractor shall not make any subsequent changes or revisions to the collection areas without obtaining the express written consent of the Contract Administrator prior to making such change or revision.
 4. The Contract Administrator will monitor, verify, and approve the Contractor's work performance. All debris cleaned by the Contractor must present an appearance that is completely satisfactory to the Contract Administrator, as defined herein in Section VI, C.
 5. Any deficiency in the Contractor's performance shall be reported in writing by the City to the Contractor. The Contractor shall correct such deficiencies no later than 24 hours following the Contractor's receipt of such notice.
 6. The Contract Administrator shall maintain a daily log of completed work and will verify completion of the Contractor's work with the Contractor once per week.
 7. In addition to the procedure for verification of work performed as described herein, the Contractor shall lend to the Contract Administrator, that assistance requested by the Contract Administrator, with respect to verification of work performed. Contractor will maintain detailed written records of work performed during the term of the contract.

J. Payment:

1. Payment for debris removal shall be made based upon the contract unit price per cubic yard collected, upon completion of debris removal.

2. Request for partial payment may be made, forwarded to the City for approval, and shall include the following:
 - a. Invoice showing the date, ticket number, unit number, cubic yards collected, percentage given, total cubic yards and an extension in dollars at the quoted price.
 - b. Copy of the collection area map for the invoice period showing the dates for debris removal with signatures of the Contractor's representative.
3. No payment shall be made for any service other than the number of cubic yards of debris collected.

K. Performance:

1. Primary objectives of the debris removal program are:
 - a. Contractor will be responsible for the collection of debris in designated areas of the City, specified by the Contract Administrator. Contract Administrator will supply directions and boundaries of collection areas throughout the contracted time of service.
 - b. The Contractor shall collect heavy and large debris and shall rake loose debris into a pile for final extraction for each collection site. Contractor shall reasonably avoid surface damages to residents' yards, driveways, etc. when performing said service.
 - c. Contractor shall in good faith, load their units with agreed levels of debris in efforts to maximize cubic yards and/or tonnage before each disposal trip to the designated landfill. Contract Administrator will monitor contractors' collection efforts and will assist contractor if required. Contract Administrator may periodically require loads to be weighed at a City facility.
 - d. Inspections shall be performed on a regular basis, as well as spot checks and in response to any complaints received.

- e. Contract Administrator shall determine the adequacy of debris removal.
- f. If results of a debris removal are considered to be unsatisfactory, Contractor shall schedule debris removal from the unsatisfactory area(s) at Contractor's expense within 24 hours after notification.
- g. City reserves the right to withhold payment for missed, incomplete or unsatisfactory debris removal performance.

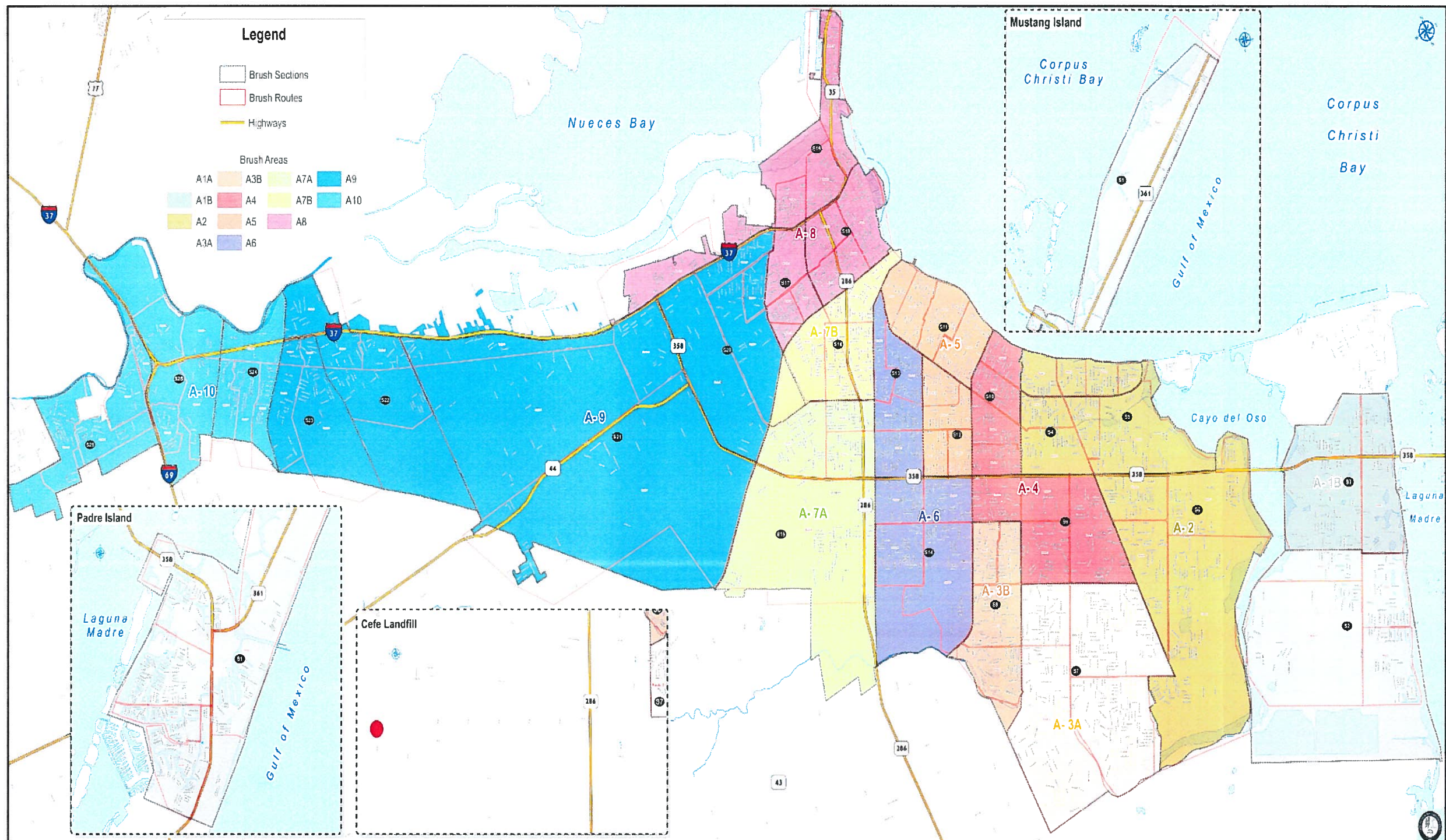
1.3 Work Site and Conditions

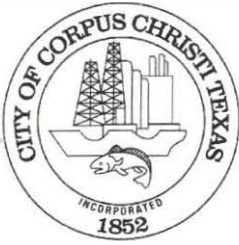
Exhibit - A - Collection Map -Brush & Bulky Items

1.4 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.

Exhibit A





Attachment B: Bid/Pricing Schedule

**CITY OF CORPUS CHRISTI
BID FORM**

PURCHASING DIVISION

RFB No. 1372

Debris Removal for the City of Corpus Christi

Date: 10/19/2017

Bidder: CrowderGulf, LLC.

Authorized
Signature: _____

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Purchasing 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.

Item	Description	UNIT	QTY	Unit Price	Total Price
1	Debris Removal of Heavy Brush and Bulky Items	CY	36,300	\$7.70	\$279,510.00

Attachment C: Insurance Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Director of Facilities & Property Management 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 Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 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.
Employers Liability	\$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, 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 statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- 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 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. **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 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, 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 stop work hereunder, and/or withhold any payment(s) 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 contract.
- 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 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.

2017 Insurance Requirements
Purchasing
Debris Removal
11/14/2017 sw Risk Management
Valid Through 09/30/2018

Attachment C: Bond Requirements

Section 5. (B) is null for this Service Agreement.

Attachment D: Warranty Requirements

Section 8. Warranty is null for this Service Agreement.