

## SERVICE AGREEMENT NO. 1594

### Dumpster Collection Services

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

WHEREAS, Contractor has bid to provide Dumpster Collection Services in response to Request for Bid/Proposal No. 1594 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Dumpster Collection Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
2. **Term.** This Agreement is for 36 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 zero additional zero-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 \$269,293.14, 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: Norma Salinas  
Department: Solid Waste  
Phone: 361-826-1977  
Email: NormaS@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.**

(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.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** 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: Norma Salinas  
Title: Systems Support Coordinator  
Address: 2525 Hygeia, Corpus Christi, TX 78415  
Phone: 361-826-1977  
Fax: 361-826-4575

**IF TO CONTRACTOR:**

K2 Waste Solutions, LLC, dba Killian Calderon Disposal  
Attn: Bill Killian  
Title: Vice President  
Address: 1726 N Padre Island Dr  
Corpus Christi, TX 78408  
Phone: 361-289-5588  
Fax: 480-293-8811

- 17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS**

**EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City 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:

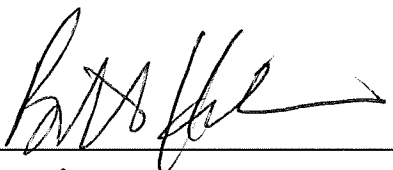
A. this Agreement (excluding attachments and exhibits);

- 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: 

Printed Name: BILL KILLIAN

Title: VP

Date: 6-11-18

**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. 1594

Exhibit 2: Contractor's Bid/Proposal Response

## ATTACHMENT A - SCOPE OF WORK

### 4.1 General Requirements/Background Information

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

### 4.2 Scope of Work

- A. The Contractor will have the responsibility to collect, haul, and dispose of all City waste.
- B. The Contractor will make the collections in properly identified trucks.
- C. The Contractor shall dispose of all City waste collected under this contract at:

Cefé Valenzuela Landfill  
2397 County Road 20,  
Robstown, TX 78380

- D. In some circumstances, a non-scheduled collection may be required. When this situation occurs the Contract Administrator will contact the Contractor, and the Contractor then has 24 hours to collect the waste.
- E. The Contractor will provide the City with the required containers (See Exhibit A).
- F. The Contractor must supply the City of Corpus Christi International Airport (See Exhibit A No. 22) a standard 8 cubic yard dumpster and a 30 cubic yard state-of-the-art roll-off self-contained trash compactor, featuring oversized feed openings and expanded container storage capacity. The trash compactor must be designed to store and transport waste and prevent contamination. The Contractor must include delivery, installation, training and service of equipment. Contractor will have 24 hours to respond to calls for servicing the compactor.
- G. The Contractor shall remain current with all invoices owed to the City for disposal at the Cefé Valenzuela Landfill. The Contractor will be required to maintain a current account with the City for use of the Cefé Valenzuela Landfill. Payments in arrears with the City for use of the Cefé Valenzuela Landfill are grounds for termination.



#### **4.3 Work Site and Conditions**

- A. The work shall be performed at 41 primary locations throughout the City (See Exhibit A).
- B. The containers must be kept free of graffiti, damages due to delivery errors, and soiled food products. All containers delivered must be clean and free of odors with leak proof lids in functioning condition.
- C. Any containers rejected by the City must be corrected or replaced by a suitable container within 48 hours, at no charge to the City, or a replacement will be bought on the open market and any costs incurred, including additional costs over the bid price, shall be paid by the Contractor within thirty days of receipt of the City's invoice.

#### **4.4 City Contract Administrator**

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

#### **4.5 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

	Location	Lockable	QTY	Size	Weekly Pickups
1	Police Professional Standards 5805 Williams St., Corpus Christi, TX 78412 Dept. Contacts: Pat Eldridge or Darlene Wilburn Phone: 361-826-2616	Yes	1	2 cy	1
2	Broadmoore Senior Center 1651 Tarlton, Corpus Christi, TX 78416 Dept. Contacts: Margaret Acosta or Rachel Soliz Phone: 361-826-3155	No	1	2 cy	2
3	Northwest Senior Center 9725 Up River Rd., Corpus Christi, TX 78410 Dept. Contacts: Margaret Acosta or Rachel Soliz Phone: 361-826-3155	No	1	2 cy	2
4	Oveal Williams Senior Center 1414 Martin Luther King, Corpus Christi, TX 78401 Dept. Contacts: Margaret Acosta or Rachel Soliz Phone: 361-826-3155	No	1	2 cy	2
5	Garden Senior Center 5325 Greely, Corpus Christi, TX 78412 Dept. Contacts: Margaret Acosta or Rachel Soliz Phone: 361-826-3155	No	1	2 cy	2
6	Zavala Senior Center 510 Osage, Corpus Christi, TX 78405 Dept. Contacts: Margaret Acosta or Rachel Soliz Phone: 361-826-3155	No	1	2 cy	2
7	Police Property Warehouse 1616 Martin Luther King, Corpus Christi, TX 78412 Dept. Contacts: Pat Eldridge or Darlene Wilburn Phone: 361-826-2616	No	1	4 cy	1
8	New Police Impound Lot 5485 Greenwood, Corpus Christi, TX 78417 Dept. Contacts: Pat Eldridge or Darlene Wilburn Phone: 361-826-2616	No	1	4 cy	1
9	Animal Care Center 2626 Holly Rd., Corpus Christi, TX 78415 Dept. Contact: Tom Brown Phone: 361-826-4605	No	1	4 cy	1

	Location	Lockable	QTY	Size	Weekly Pickups
10	City Warehouse 5352 Ayers, Bldg. #6, Corpus Christi, TX 78415 Dept. Contact: Robert Presnell Phone: 361-826-1750	No	1	4 cy	1
11	City Department Signs & Markings 5425 Leopard, Corpus Christi, TX 78408 Dept. Contact: Jackie Smith Phone: 361-826-1942	N/A	0	N/A	0
12	City Facility Management & Maintenance 5352 Ayers Bldg. 3A, Corpus Christi, TX 78415 Dept. Contact: Paul Chatman Phone: 361-826-1984 Cell: 361-331-1065	No	1	4 cy	1
13	Oso Pool 1109 Bernice, Corpus Christi, TX 78412 Dept. Contact: Rozella Puente Phone: 361-826-3468	Yes	1	4 cy	1
14	Cultural Services Heritage Park 1521 N Chaparral, Corpus Christi, TX 78401 Dept. Contact: Laura Jasso Phone: 361-826-3417	No	1	6 cy	2
15	Central Library 805 Comanche, Corpus Christi, TX 78401 Dept. Contact: Gabby Salazar Phone: 361-826-7015	No	1	4 cy	2
16	Greenwood Senior Center 4040 Greenwood Dr., Corpus Christi, TX 78416 Dept. Contact: Rachel Soliz Phone: 361-826-3155	No	1	4 cy	2
17	Lindale Senior Center 3135 Swanter, Corpus Christi, TX 78412 Dept. Contact: Rachel Soliz Phone: 361-826-3155	No	1	4 cy	2
18	Ethel Eyerly Senior Center 654 Graham, Corpus Christi, TX 78418 Dept. Contact: Rachel Soliz Phone: 361- 826-3155	No	1	4 cy	2
19	Collier Pool 3801 Harris Dr., Corpus Christi, TX 78411 Dept. Contact: Ashley Rioux Phone: 361-826-3471	No	1	4 cy	2

	Location	Lockable	QTY	Size	Weekly Pickups
20	Marina - Lawrence St. T-Head Shoreline Blvd., Corpus Christi, TX 78401 Dept. Contact: Cherie Gutierrez Phone: 361-826-3980	Yes	1	4 cy	5x Oct-Feb 6x Mar-Sep
21	Marina - People St. T-Head Shoreline Blvd., Corpus Christi, TX 78401 Dept. Contact: Cherie Gutierrez Phone: 361-826-3980	Yes	1	4 cy	5x Oct-Feb 6x Mar-Sep
22	Airport Custodial Maintenance 1000 International Dr., Corpus Christi, TX 78406 <u>Refer to Scope of Work Subsection 4.2 F for details</u> Dept. Contact: Rose Rodriguez Phone: 361-289-0171 ext. 1217	No	1	8 cy	1
			1	30 cy Trash Compactor	Once every 2 weeks
23	Airport Rental Car 474 Pinson Dr. Corpus Christi, TX 78406 Dept. Contact: Rose Rodriguez Phone: 361-289-0171 ext. 1217	No	2	6 cy	1
24	H.E.B. Pool 1520 Shelly St., Corpus Christi, TX 78404 Dept. Contact: Clayton Garland Phone: 361-826-3482	No	1	6 cy	1
25	Greenwood Pool 4305 Greenwood Dr., Corpus Christi, TX 78416 Dept. Contact: Ashley Rioux Phone: 361-826-3471	No	1	6 cy	1 mid-May to mid-August
26	Greenwood Park 4501 Greenwood Dr. Corpus Christi, TX 78416 Dept. Contact: Clayton Garland Phone: 361-826-3482	Yes	1	6 cy	1
27	Museum 1900 N. Chaparral, Corpus Christi, TX 78401 Dept. Contact: Susanne Clark Phone: 361-884-8857	No	1	6 cy	2
28	City Fleet Maintenance 5352 Ayers Bldg. #3B Corpus Christi, TX 78415 Dept. Contact: Victor Mondragon Phone: 361-826-1912	No	1	6 cy	2
29	City Department Services Frost Bank Building 2406 Leopard St., Corpus Christi, TX 78408 Dept. Contact: Paul Chatman Phone: 361-826-1984 Cell: 361-331-1065	No	1	6 cy	2

	Location	Lockable	QTY	Size	Weekly Pickups
30	O.N. Stevens Water Treatment Plant 13101 Leopard St., Corpus Christi, TX 78410 Dept. Contact: Diana Garza Phone: 361-826-1827	No	1	6 cy	2
31	Central Kitchen 4101-A Old Brownsville Rd., Corpus Christi, TX 78405 Dept. Contact: Connie Reschman Phone: 361-826-4123	No	1	6 cy	3
32	Marina - L Head Shoreline Blvd., Corpus Christi, TX 78401 Dept. Contact: Cherie Gutierrez Phone: 361-826-3980	Yes	1	6 cy	5x Oct-Feb 6x Mar-Sep
33	City Hall 1201 Leopard St., Corpus Christi, TX 78401 Dept. Contact: Paul Chatman Phone: 361-826-1984 Cell: 361-331-1065	No	2	6 cy	5
34	Health Office Building 1702 Horne Rd., Corpus Christi, TX 78415 Dept. Contact: Antwine Charles Phone: 361-826-7324	No	1	8 cy	1
35	City Street Department 2525 Hygeia, Corpus Christi, TX 78415 Dept. Contact: Jackie Smith Phone: 361-826-1942	No	1	8 cy	1
36	City Utilities Department 2726 Holly Rd., Corpus Christi, TX 78415 Dept. Contact: Joanna Moreno Phone: 361-826-1649	No	1	8 cy	2
37	City Motor Pool Police Department 5352 Ayers Bldg. #5, Corpus Christi, TX 78415 Dept. Contact: Pat Eldridge or Darlene Wilburn Phone: 361-886-2616	No	1	8 cy	2
38	Gas Department 4225 S. Port Ave., Corpus Christi, TX 78415 Dept. Contact: Michelle Dalton Phone: 361-826-3962	No	1	8 cy	3
39	Police Main Station M&O 321 John Sartain, Corpus Christi, TX 78401 Dept. Contact: Pat Eldridge or Darlene Wilburn Phone: 361-886-2616	No	1	8 cy	6

	Location	Lockable	QTY	Size	Weekly Pickups
40	O.N. Stevens Water Treatment Plant 13101 Leopard St., Corpus Christi, TX 78410 Dept. Contact: Diana Garza Phone: 361-826-1827	No	1	20 cy roll off	Once every 2 weeks
41	Oso Bay Wetlands Preserve 2446 N. Oso Parkway, Corpus Christi, TX 78414 Dept. Contact: Sara Jose Phone: 361-826-3484	No	1	6 cy	1
42	Police Shooting Range 9601 Hearn's Ferry Rd., Corpus Christi, TX 78410 Contract Administrator: Pat Eldridge/Darlene Wilburn Phone: 361-886-2616	No	1	4 cy	Once every 2 weeks
43	Police Public Safety Warehouse 1501 Holly Rd., Corpus Christi, TX 78417 Contract Administrator: Pat Eldridge/Darlene Wilburn Phone: 361-886-2616	No	1	4 cy	1
44	Ben Garza Gym 1815 Howard, Corpus Christi, TX 78418 Contract Administrator: Clayton Garland Phone: 361-826-3482	Yes	1	4 cy	2 June – August
45	Lindale Recreation Center 3133 Swantner, Corpus Christi, TX 78404 Contract Administrator: Rozella Puente Phone 361-826-3468	Yes	1	4 cy	2 June – August
46	Oak Park Recreation Center 842 Erwin, Corpus Christi, TX 78405 Contract Administrator: Rozella Puente Phone: 361-826-3468	Yes	1	4 cy	2 June – August

**ATTACHMENT B - BID/PRICING SCHEDULE**

**RFB 1594 - DUMPSTER COLLECTION SERVICES**

CITY OF CORPUS CHRISTI  
PURCHASING DIVISION  
BUYER: JOHN ELIZONDO

K2 WASTE SOLUTIONS, LLC, dba  
KILLIAN CALDERON DISPOSAL  
CORPUS CHRISTI, TX

ITEM	DESCRIPTION	Qty of Dumpster	UNIT PRICE	TOTAL PRICE	MONTHS	ANNUAL COST
	<b>2 Cubic Yard Containers</b>					
1	Twice per week	5	\$60.76	\$303.80	12	\$3,645.60
	<b>2 Cubic Yard Lockable Containers</b>					
2	Once per week	1	\$32.88	\$32.88	12	\$394.56
	<b>4 Cubic Yard Containers</b>					
3	Once every two weeks	1	\$32.88	\$32.88	12	\$394.56
4	Once per week	6	\$60.76	\$364.56	12	\$4,374.72
5	Twice per week	3	\$111.52	\$334.56	12	\$4,014.72
	<b>4 Cubic Yard Lockable Containers</b>					
6	Five times per week	2	\$278.81	\$557.62	5	\$2,788.10
7	Six times per week	2	\$334.57	\$669.14	7	\$4,683.98
8	Once per week	2	\$60.76	\$121.52	12	\$1,458.24
9	Twice per week	1	\$111.52	\$111.52	12	\$1,338.24
10	Twice per week	3	\$111.52	\$334.56	3	\$1,003.68
	<b>6 Cubic Yard Containers</b>					
11	Once per week	4	\$88.64	\$354.56	12	\$4,254.72
12	Once per week	1	\$88.64	\$88.64	4	\$354.56
13	Twice per week	5	\$167.28	\$836.40	12	\$10,036.80
14	Three times per week	1	\$250.93	\$250.93	12	\$3,011.16
15	Five times per week	2	\$413.21	\$826.42	12	\$9,917.04
	<b>6 Cubic Yard Lockable Containers</b>					
16	Once per week	1	\$88.64	\$88.64	12	\$1,063.68
17	Five times per week	1	\$413.21	\$413.21	5	\$2,066.05
18	Six times per week	1	\$491.85	\$491.85	7	\$3,442.95
	<b>8 Cubic Yard Containers</b>					
19	Once per week	3	\$111.52	\$334.56	12	\$4,014.72
20	Twice per week	2	\$222.04	\$444.08	12	\$5,328.96
21	Three times per week	1	\$333.57	\$333.57	12	\$4,002.84
22	Six times per week	1	\$664.13	\$664.13	12	\$7,969.56
<b>Non-Scheduled Services</b>						
ITEM	DESCRIPTION	Qty of Collection	UNIT PRICE	TOTAL		ANNUAL COST
	<b>2 Cubic Yard Containers</b>					
23	Non-Scheduled collection Service per container	4	\$15.68	\$62.72		\$62.72
	<b>2 Cubic Yard Lockable Containers</b>					
24	Non-Scheduled collection Service per container	4	\$15.68	\$62.72		\$62.72
	<b>4 Cubic Yard Containers</b>					
25	Non-Scheduled collection Service per container	8	\$19.80	\$158.40		\$158.40
	<b>4 Cubic Yard Lockable Containers</b>					
26	Non-Scheduled collection Service per container	3	\$19.80	\$59.40		\$59.40
	<b>6 Cubic Yard Containers</b>					
27	Non-Scheduled collection Service per container	4	\$23.10	\$92.40		\$92.40
	<b>6 Cubic Lockable Containers</b>					
28	Non-Scheduled collection Service per container	3	\$23.10	\$69.30		\$69.30
	<b>8 Cubic Yard Containers</b>					
29	Non-Scheduled collection Service per container	4	\$25.00	\$100.00		\$100.00
30	30 Cubic Yard Compactors (Once every two weeks) include delivery, installation, and training	1	\$550.00	\$550.00	12	\$6,600.00
31	20 Cubic Yard Roll-off Containers (Once every two weeks)	1	\$250.00	\$250.00	12	\$3,000.00
	<b>ANNUAL TOTALS</b>					<b>\$89,764.38</b>
	<b>CONTRACT YEARS</b>					<b>3</b>
	<b>THREE YEAR TOTALS</b>					<b>\$269,293.14</b>

Note: Total listed above is based on unit pricing.

## ATTACHMENT C - INSURANCE AND BOND 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 the subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administrator (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 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
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	<b>Bodily Injury and Property Damage</b> 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) Employers Liability	Statutory and complies with Part II of this Exhibit.  \$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.

2018 Insurance Requirements  
Purchasing  
Dumpster Services  
03/15/2018 sw Risk Management  
Valid Through 12/31/2018

**BOND REQUIREMENTS: No bond requirements necessary for this service agreement; Section 5. (B) is null for this Service Agreement.**

## **Attachment D - Warranty Requirements**

Section 8. is null for this Service Agreement.