

## SERVICE AGREEMENT NO. 1680

### Backflow Prevention Testing for Utilities Department

THIS **Backflow Prevention Testing for Utilities Department Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Smart Plumbing Inc ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Backflow Prevention Testing for Utilities Department in response to Request for Bid/Proposal No. 1680 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Backflow Prevention Testings for Utilities Department ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for 24 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 one additional one-year 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.** This Agreement is for an amount not to exceed \$299,130.00, 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. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

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

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

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

Name: Joanna Moreno  
Department: Utilities  
Phone: (361)-826-1649  
Email: JoannaM@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

**7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

**8. Warranty.**

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

**9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

**10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

**11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own

manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

- 12. Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi

Attn: Joanna Moreno

Title: Contracts/Funds Administrator

Address: 2726 Holly Road, Corpus Christi, TX 78415

Phone: (361)-826-1649

Fax: (361)-826-4495

**IF TO CONTRACTOR:**

Smart Plumbing Inc

Attn: Reed Glendenning

Title: President

Address: P.O Box 81429, Corpus Christi, TX 78468

Phone: (361)-993-5039

Fax: (361)-993-7838

**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 if required by said statute.
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: Brad C. Kennedy

Title: President

Date: 11/14/2018

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Kim Baker  
Assistant Director of Finance – Purchasing Division

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. 1680  
Exhibit 2: Contractor's Bid/Proposal Response



## ATTACHMENT A: SCOPE OF WORK

### 1.1 General Requirements/Background Information

- A. The Contractor shall provide Backflow Prevention Assembly Testing and Certification, Repairs and Installation services for the Wastewater, Water, Storm Water and Gas Divisions of the Utilities Department at various locations listed under Work Locations. Backflow assemblies for construction meters are not listed under Work Locations. The list shall be provided on a monthly basis.
- B. The Contractor shall provide labor, materials, equipment and transportation necessary to perform the services for all locations.
- C. All work will be scheduled from Monday through Friday, excluding City holidays, between 8:00 AM to 5:00 PM.
- D. The Contractor shall provide this service for approximately 590 backflow prevention devices annually. All backflow devices are of Reduced Pressure Zone (RPZ) type, and range in size from  $\frac{3}{4}$ " to 6".
- E. Back flow prevention assemblies for construction meters are attached to water construction meters that are installed on fire hydrants inside the city limits and in Extra Territorial Jurisdictions (ETJ's). The fire hydrants are owned by the City of Corpus Christi and are in a City utility easement, which allows ready access to the hydrant. Most of the assemblies are 2" or smaller. The estimated quantity of construction meters is 325.

### 1.2 Testing and Repairs

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

### 1.3 New Installation of Backflow Prevention Assembly

- A. Based on the repair cost versus the replacement cost submitted at the time of repair, the City may elect to purchase a new backflow prevention assembly. The on-site Work Coordinator must authorize the installation of a new assembly.
- B. New backflow prevention assemblies must be installed to the proper height, in such a manner that the serial number can be easily read.
- C. On newly installed devices, the Contractor shall note the Test and Maintenance Report as to which device it is replacing.



#### **1.4 Test and Maintenance Reports**

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

#### **1.5 Compensation**

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

#### **1.6 Contractor/Technician Qualifications**

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

#### **1.7 Invoicing**

- A. Invoice pricing shall reflect pricing as shown on the contract pricing schedule, and shall be submitted as follows:
  - 1. The original invoice will be submitted to:  
City of Corpus Christi  
C/o: Accounts Payable  
P.O Box 9227  
Corpus Christi, TX 78469-9277
  - 2. An electronic copy of invoice will be emailed to [Utilitiesdept@cctexas.com](mailto:Utilitiesdept@cctexas.com)

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

1. Service Agreement No
2. Description must include
  - a. Description of Service
  - b. Service Address
  - c. Date(s) of Service
  - d. Serial # of device
  - e. Size of device
  - f. Pass/Fail Status
3. Itemized list of charges per device
4. Total hours billed
5. Itemized list of parts with accompanying invoice/receipt to verify markup %
6. Name of authorizing City representative
7. Work order number – Construction
8. Test and Maintenance Report

#### **1.8 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.

#### **1.9 Warranty**

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

#### **1.10 Special Instruction**

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

- F. The Contractor shall dispose all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules and regulations as to ensure the highest level of safety to the environment and public health.

#### 1.11 Work Locations

City of Corpus Christi Wastewater	6325 Saint Tropez St.
City of Corpus Christi Wastewater Plant	201 Jester St.
City of Corpus Christi Wastewater	6541 Greenwood Dr.
City of Corpus Christi Water Dept. Wells	2726 Holly Rd. #BL004
City of Corpus Christi Wastewater	7501 S. Staples St.
City of Corpus Christi Wastewater	5352 Ayers St.
City of Corpus Christi	201 Jester St.
City of Corpus Christi Wastewater	945 Resaca St.
City of Corpus Christi Storm Water Div.	1218 N. Water St.
City of Corpus Christi Utilities Department	2726 Holly Rd. #BL004
City of Corpus Christi Utilities Department	2726 Holly Rd. #BL004
City of Corpus Christi Utilities Department	2726 Holly Rd. #BL004
City of Corpus Christi	13101 Leopard St.
City of Corpus Christi Wastewater	5352 Ayers St.
City of Corpus Christi Water Dept. Wells	2726 Holly
City of Corpus Christi Water Dept. Wells	2726 Holly
City of Corpus Christi Water Dept. Wells	2726 Holly
City of Corpus Christi Water Dept. Wells	5352 Ayers St. #BL004
City of Corpus Christi Water Dept. Wells	2726 Holly
City of Corpus Christi Water Dept. Wells	5352 Ayers St. #BL004
City of Corpus Christi Water Dept. Wells	5352 Ayers St. #BL004
City of Corpus Christi Water Dept. Wells	2805 Bretshire Dr.
City of Corpus Christi Water Dept. Wells	2726 Holly
City of Corpus Christi Water Dept. Wells	2726 Holly
City of Corpus Christi Water Dept. Wells	2726 Holly
City of Corpus Christi Water Dept. Wells	1602 Westridge Blvd
City of Corpus Christi Water Dept. Wells	2726 Holly
City of Corpus Christi Water Dept. Wells	5352 Ayers St. #BL004
City of Corpus Christi Water Dept. Wells	2726 Holly
City of Corpus Christi Water Dept. Wells	5352 Ayers St. #BL004
City of Corpus Christi Water Dept. Wells	5352 Ayers St. #BL004
City of Corpus Christi Water Dept. Wells	2726 Holly
City of Corpus Christi Water Dept. Wells	2726 Holly

City of Corpus Christi Water Dept. Wells	2502 Lorine Dr.
City of Corpus Christi Water Dept. Wells	2726 Holly
City of Corpus Christi Water Dept. Wells	2726 Holly
City of Corpus Christi Water Dept. Wells	4018 Berlet Ln.
City of Corpus Christi Water Dept. Wells	2726 Holly
City of Corpus Christi Water Dept. Wells	5352 Ayers St. #BL004
City of Corpus Christi Water Dept. Wells	5352 Ayers St. #BL004
City of Corpus Christi Water Dept. Wells	5352 Ayers St. #BL004
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City of Corpus Christi Water Dept. Wells	2726 Holly
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City of Corpus Christi Water Dept. Wells	2726 Holly
City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi Wastewater	5352 Ayers St.
City of Corpus Christi Water Dept. Wells	2726 Holly Rd #BL004
City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi Wastewater	6602 Williams Dr.
City of Corpus Christi Wastewater	4101 Allison Dr. BL002
City of Corpus Christi Utilities Department	2726 Holly Rd #BL004
City of Corpus Christi Water Dept. Wells	2726 Holly Rd #BL004
City of Corpus Christi Wastewater	1022 York Ave
City of Corpus Christi Water Dept. Wells	2726 Holly Rd #BL004
City of Corpus Christi Water Dept. Wells	2726 Holly Rd #BL004
City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi Wastewater	5352 Ayers St.
City of Corpus Christi Storm Water Lift Station	7501 Cimarron Blvd.
City of Corpus Christi Wastewater	5352 Ayers St.
City of Corpus Christi Wastewater Plant	6541 Greenwood Dr.
City of Corpus Christi Wastewater	4101 Allison Dr. BL002
City of Corpus Christi Wastewater	2221 S. Staples St. L/S
City of Corpus Christi Utilities Department	2726 Holly Rd. #BL004
City of Corpus Christi Wastewater	4101 Allison Dr. BL002
City of Corpus Christi Wastewater	5352 Ayers St.
City of Corpus Christi Stevens Water Treatment Plant	5352 Ayers St.

City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi	901 Resaca St.
City of Corpus Christi Lift Station	2726 Holly Rd #BL004
City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi Wastewater	5352 Ayers St.
City of Corpus Christi Utilities Department	2726 Holly Rd #BL004
City of Corpus Christi Storm Water Lift Station	5352 Ayers St.
City of Corpus Christi Wastewater	945 Resaca St.
City of Corpus Christi Wastewater	501 Nile Dr.
City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi Storm Water Div.	1218 N. Water St.
City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi	501 Nile Dr.
City of Corpus Christi Wastewater	4101 Allison Dr. BL002
City of Corpus Christi	501 Nile Dr.
City of Corpus Christi Wastewater	501 Nile Dr.
City of Corpus Christi Utilities Department	2726 Holly Rd #BL004
City of Corpus Christi Wastewater	901 Resaca St.
City of Corpus Christi Utilities Department	2726 Holly Rd #BL004
City of Corpus Christi Utilities Department	2726 Holly Rd #BL004
City of Corpus Christi Water Dept. Wells	2726 Holly Rd #BL004
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City of Corpus Christi Water Dept. Wells	2726 Holly Rd #BL004
City of Corpus Christi Water Dept. Wells	IH 37 Hwy Row
City of Corpus Christi Water Dept. Wells	2726 Holly Rd #BL004
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City of Corpus Christi Utilities Department	2726 Holly Rd #BL004
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City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi Wastewater Plant	201 Jester St.
City of Corpus Christi Wastewater	5352 Ayers St.
City of Corpus Christi Wastewater	501 Nile Dr.
City of Corpus Christi Stevens Water Treatment Plant	14211 Sand Dollar Ave.

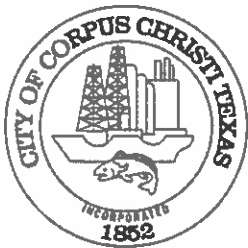
City of Corpus Christi	501 Nile Dr.
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City of Corpus Christi	501 Nile Dr.
City of Corpus Christi Water Dept. Wells	2726 Holly Rd #BL004
City of Corpus Christi Water Dept. Wells	5225 Gollihar Rd.
City of Corpus Christi Utilities	2726 Holly Rd #BL004
City of Corpus Christi Water Dept. Wells	2726 Holly Rd #BL004
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City of Corpus Christi	501 Nile Dr.
City of Corpus Christi Wastewater	501 Nile Dr.
City of Corpus Christi Wastewater	501 Nile Dr.
City of Corpus Christi Wastewater	501 Nile Dr.
City of Corpus Christi Wastewater	901 Resaca St.
City of Corpus Christi Wastewater	4101 Allison Dr. BL002
City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi Wastewater	2092 Jamaica Dr. L/S
City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi Storm Water Lift Station	7501 Cimarron Blvd.
City of Corpus Christi Wastewater	5352 Ayers St. #BL021
City of Corpus Christi Lift Station	2726 Holly Rd, #BL004
City of Corpus Christi Wastewater	2306 Pearse Dr.
City of Corpus Christi Storm Water Lift Station	5352 Ayers St.
City of Corpus Christi	5352 Ayers St.
City of Corpus Christi	13101 Leopard St.
City of Corpus Christi Water Dept. Wells	2726 Holly Rd. #BL004
City of Corpus Christi Water Dept. Wells	2726 Holly Rd #BL004
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City of Corpus Christi Water Dept. Wells	2726 Holly Rd #BL004
City of Corpus Christi Lift Station	5352 Ayers St.
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City of Corpus Christi Lift Station	5352 Ayers St.
City of Corpus Christi Storm Water Div.	302 N. Shoreline Blvd.
City of Corpus Christi Storm Water Div.	302 N. Shoreline Blvd.
City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.
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City of Corpus Christi Stevens Water Treatment Plant	13101 Leopard St.



**CITY OF CORPUS CHRISTI  
PURCHASING DIVISION  
BID FORM**

+ Addendum 1

**RFB No. 1680**

**Backflow Prevention Testing for Utilities Department**

**PAGE 1 OF 1**

Date: 9/27/2018

Bidder: Smart Plumbing Inc

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- 2 years	Unit Price	Total Price
1	Backflow Testing and Certification for Construction Meters *no filing required	EA	650	84.00	54,600.00
2	Backflow Testing and Certification *including filing fee	EA	530	104.00	55,120.00
3	Labor- for Backflow Repairs and New Installation  Normal Hours Monday to Friday – 8:00 AM to 5:00 PM	HR	1300	75.00	97,500.00

		Estimated Spend	Mark up (%)	
4	Parts/Materials and New backflow	\$75,000	19%	89,250.00
5	Filing Fee for Newly Installed Backflow Prevention device Allowance	\$2,660		<b>\$2,660</b>
<b>Total</b>				\$299,130.00

## 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 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
<b>30-day advance written notice of cancellation, non-renewal, material change, or termination required on all certificates and policies.</b>	<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

Inspect, Repair and Replace Backflow Preventers

07/05/2018 sw Risk Management

Valid Through 12/31/2018

## **ATTACHMENT D: WARRANTY REQUIREMENTS**

- A.** The Contractor shall provide one-year warranty on workmanship and one-year warranty or manufacturer warranty on new parts and new backflow prevention device.
- B.** Any additional service call to repair deficiencies, previously addressed, will not be considered for payment.