

SERVICE AGREEMENT NO. 2212

Pest Control Services for Asset Management

THIS **Pest Control Services for Asset Management Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Henry Garret, dba G&G Pest Control ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Pest Control Services for Asset Management in response to Request for Bid/Proposal No. 2212 ("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 Pest Control Services for Asset Management ("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 three years, 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-year periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the thencurrent 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 \$80,802.00, 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: Jesse Hernandez

Department: Asset Management

Phone: (361) 826-1983

Email: JesseH@cctexas.com

5. Insurance; Bonds.

- (A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- (B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.
- 6. Purchase Release Order. For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

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

8. Warranty.

- (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
- (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
- (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments. Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
- 10. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor. Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own

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

- 12. Subcontractors. 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: Jesse Hernandez

Title: Superintendent of Operations

Address: 5352 Ayers, Bldg. 3A, Corpus Christi, Texas 78415

Phone: (361() 826-1983 Fax: (361) 826-1989

IF TO CONTRACTOR:

G&G Pest Control Attn: Henry Garrett

Title: Owner

Address: 301 S. Adams, Beeville, Texas 78102

Phone: (361) 358-4886 Fax: (361) 358-4884

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 comply with any of the terms 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. Governing Law. Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 24. 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]

Signature:

Printed Name: Henry Garrett

Title: Owner

Date: 6-17-19

CITY OF CORPUS CHRISTI

Kim Baker
Director of Contracts and Procurement

Date: _______

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

Attachment C: Insurance and Bond Requirements

Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 2212

Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements/Background Information

The Contractor shall provide Integrated Pest Management Services (IPMS) and Emergency Nuisance Animal Removal for City buildings throughout the City.

1.2 Scope of Work

A. Service Requirements

- The Contractor shall have a licensed pest control manager assigned to support this contract. All persons applying pesticides must hold a valid current Texas Department of Agriculture and Texas Pesticide Applicator License.
- 2. The Contractor will be responsible to ensure that the certificates/licenses and training of Contractor personnel are kept current and are in accordance with local, state, and federal regulations.
- 3. The Contractor shall ensure that all personnel assigned to the service agreement are continuously trained to meet the latest industry standard. The Contractor shall provide the degree of initial and ongoing training provided to field technicians: including, new techniques focusing on prevention and reduction of pesticide risk.
- 4. Contract personnel assigned to the service agreement shall wear a uniform, including safety equipment and any company issued photo identification.
- 5. Contractor personnel shall present a neat appearance. All personnel shall be easily recognizable while working on City locations by wearing distinctive clothing with an identifiable logo bearing the name of the company. All personnel shall be neatly dressed in shirts, safety shoes, and long pants and other necessary gear in compliance with EPA, OSHA and TX-OSHA regulations. Shorts or torn clothing are unacceptable. Personnel not wearing the required uniform will not be permitted to perform work.
- 6. The Contractor shall assure that all personnel are fully and properly equipped to perform services promptly and safely.
- 7. The Contractor's IPMS Program shall use safe, effective, and environmentally sound methods-including biological, genetic, cultural, mechanical and physical control, and where necessary, the judicious use of the least hazardous pesticides.
- 8. The Contractor shall be responsible for assuring the safety of their employees, City employees, and the general public during the performance of all services under this agreement.
- 9. The Contractor shall provide all necessary management, supervision, labor, equipment, tools, supplies, and transportation required for the performance

- of its services under this Contract. Such equipment, tools, and supplies must be properly maintained and kept in good working order.
- 10. The Contractor shall have personnel available to receive service requests. All service calls placed by the Contract Administrator must be returned within four hours of the initial call during business hours.
- 11. The Contractor shall be on site within four to six hours, if deemed an emergency, after receiving notification from the Contract Administrator; and mitigate the immediate problem at hand.
- B. All service requests will be reviewed, initiated, and approved by the location Contract Administrator prior to start of work:
- C. The Contractor shall survey and assess the existing pest condition at the locations listed and use the initial survey as the starting point for providing ongoing pest control inspections, treatments and recommendations.
- D. All locations will require a complete preventative maintenance service at the start of the contract.
- E. Prior to arrival, the Contractor will be responsible to contact the designated Contract Administrator at each location designated in the contract, one week prior to service, to schedule a date and time. At the conclusion of each work day and prior to departure from the job site, the Contractor shall assess and report any pest sightings or problems areas to the site personnel listed in attachment "A" and the Contract Administrator.
- F. The locations specified shall be occupied and operational during the work performance. All services, regular and special, shall be rendered at such times with minimal disruption to the occupants and operation of the facilities. Hours may vary. Should the schedule of services disrupt the occupants and operation of the facilities, the Contract Administrator reserves the right to reschedule the base services, to any day from Monday through Friday between the hours of 8:00 am through 5:00 pm, at no additional cost to the City.
- G. IPMS should, at a minimum, address Ants, Centipedes, Millipedes, Interior Flying Insects, Beetles, Termites, Mice Deer and House, Rodents, Rats Cotton, Roof and Norway, Silver fish, Spiders, Stinging Insects, Roaches German, American, Brown-Banded, Oriental and Smoky Brown.
- H. The Contractor shall conduct routine visual inspections of pest-prone areas for signs of active pest infestations, and for conditions which are conducive to attracting or harboring pests.
- I. The Contractor shall provide an appropriate level of service necessary to keep buildings free of pests. If pests are still present, after three days from the original date of treatment, the contractor shall perform a follow-up treatment within 48 hours of a request by an authorized City Administrator.
- J. The Contractor should be prepared to commit extra time and resources to address any concern(s) until it is resolved.

- K. Emergency services shall be provided on as needed basis for riddance and disposal of common nuisance animals, i.e., squirrels, raccoons, possums, and bats, as well as dead animal removal.
- L. Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.
- M. Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.
- N. As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Contractor shall check all trapping devices for trapped rodents during its scheduled visits and shall dispose the trapped rodents in an appropriate manner.
- O. Contractor shall use rodenticides in circumstances when rodenticides are deemed essential for adequate rodent control inside buildings. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrow whenever feasible. Contractor shall dispose of dead rodents in appropriate manner.

P. Use of Rodent Bait Stations:

- 1. All rodent bait stations shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-targeted organisms.
- 2. All rodent bait stations shall be placed out of the general view, in locations where it will not be disturbed by routing operations.
- 3. The lids of all rodent bait stations shall be securely locked or fastened shut.
- 4. All rodent bait stations shall be securely attached or anchored to floor, ground, wall or other immovable surface, so that the box cannot be picked up or moved.
- 5. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
- 6. All rodent bait stations shall be labeled on the inside with the Contractor's business name, phone number and address, and dated by the Contractor's technician at the time of installation and each servicing.
- 7. Contractor shall install and maintain rodent bait stations wherever necessary inside and/or outside of buildings/structures for rodent control.
- Q. The Contractor must leave the work area free of any debris. Upon completion of work, the Contractor shall clear the job site of any and all debris at appropriate offsite locations. At no time shall the Contractor use the waste receptacles of the City for disposal.
- R. The Contractor must complete the work assigned in a neat and orderly manner, in accordance with all Federal, State and Local Laws and regulations concerning storage, applications and disposal of hazardous materials.

- S. Regardless of service type, at each visit, all services rendered shall be completed and documented by the Contractor. The service report will be left with the site personnel listed in the contract or other appropriate personnel at the location site. The report should include the following information:
 - 1. Areas of the service provided
 - 2. Type of service performed
 - 3. Infested areas (if any)
 - 4. Type of infestation
 - 5. Procedures needed to control any noted infestation
 - 6. Name of technician who performed the service
- T. The Contractor and all its employees shall be responsible to adhere, at all times, with any and all rules, regulations, policies and procedures pertaining to security of City property. Any violations or disregard of the rules, regulations, policies and procedures may be cause for immediate termination of the agreement.

1.3 Safety Requirement

- A. The Contractor shall submit the current labels and Safety Data Sheets (SDS) for all pesticides to be used, and brand names of pesticide application equipment, rodent bait stations, insect and rodent trapping devices, pest monitoring devices, pest detection equipment and any other pest control devises or equipment that may be used to provide service.
- B. The City of Corpus Christi's approval of the submittal does not relieve the Contractor of its responsibility to comply with the requirements of the contract documents. The application of all pesticides shall adhere to all Federal, State and Local Laws and regulations, including all applicable Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), state/local regulatory guidance on pesticide storage, disposal and applications.
- C. Pesticides shall be applied according to the methods, rates and precautions on the manufacturer's label.
- D. When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.
- E. The Contractor shall take all necessary precautions to ensure employee safety and all necessary steps to ensure the containment of the pesticide to the site of application.

1.4 Record Keeping

The Contractor shall establish and maintain a log delineating complete and accurate records of all services for the term of the Contract. The Contractor shall update the logs after each service defined in the Contract.

1.5 Invoicing

- A. Each month, the Contractor shall submit the invoice for pest control services to the City. Invoice shall include Work description, Purchase Order Number, Location and date of services.
- B. Original copy to the Accounts Payable and one to the Contract Administrator. The Contractor shall include copies of monthly Work order as back-up for each invoice. Approval for payment shall be authorized by the Contract Administrator or Operation Superintendent.

1.6 Work Locations

The Contractor shall perform pest control services at the following locations:

Item	Treatment Sites	Approx. Sq. Ft.	Frequency	Location Contract Administrator
1	Airport sites (Main Bldg., QTA, Fire Station, and Toll Plaza) 308 International Dr., 78406	300,000	Quarterly	Gabriel Anton 361-289-0171 x1266
2	Facilities Maintenance Bldg. 3A 5352 Ayers St., 78415	3200	Quarterly	Brandon Alexander 361- 826-3764
3	City Hall 1201 Leopard St., 78401	236,375	Quarterly	Brandon Alexander 361- 826-3764
4	Gas Department 4225 S. Port Ave., 78415	15,504	Quarterly	Sergio Luna 361-885-6900
5	Frost Bank Bldg. 2406 Leopard St., 78408	69,904	Quarterly	Sergio Luna 361-885-6900
6	City Warehouse & Portable Bldg. #6 5352 Ayers St., 78415	16,524	Quarterly	Maria Pedraza 361-826-3176
7	Utilities Department 2726 Holly Rd., 78415	20,000	Monthly	Joanna Moreno 361-826-1649
8	Kinney St. Pump Station 302 N. Shoreline Blvd., 78401	2,100	Quarterly	James Espinoza 361-826-4095
9	Power St. Pump Station 1218 N. Water St., 78401	2,800	Quarterly	James Espinoza 361-826-4095
10	Holly Rd. Pump Station 4801 Holly Rd., 78411	1,800	Quarterly	Diana Z. Garza 361-826-1827
11	Navigation Pump Station 302 N. Navigation, 78408	3,900	Quarterly	Diana Z. Garza 361-826-1827
12	Staples Street Pump Station, CR43/FM 2444 Staples St., 78415	3,575	Quarterly	Diana Z. Garza 361-826-1827

Revised 6.20.18

13	Sand Dollar Pump Station 42201 Sand Dollar Dr., 78418	1,800	Quarterly	Diana Z. Garza 361-826-1827
14	Sand Dollar Pump Station 42201 Sand Dollar Dr., 78418	1,200	Quarterly	Diana Z. Garza 361-826-1827
15	O. N. Stevens Water Treatment Plant - (Chemical Bldg. &Warehouse) 13101 Leopard St, 78410	11,297	Quarterly	Diana Z. Garza 361-826-1827
16	O.N. Stevens Water Treatment Plant-Filter Bldg. 13101 Leopard St.,78401	3,900	Quarterly	Diana Z. Garza 361-826-1827
17	O.N. Stevens Water Treatment Plant-Maintenance Shop 13101 Leopard St, 78410	8,400	Quarterly	Diana Z. Garza 361-826-1827
18	Water Depart Lab 13101 Leopard St., 78401	5,000	Quarterly	Diana Z. Garza 361-826-1827
19	PCR Bldgs. (9 sites) 13101 Leopard St., 78401	969	Quarterly	Diana Z. Garza 361-826-1827
20	Smith Rd. Raw Water Pump Station (River Station) 13701 Smith Dr., 78410	3,900	Quarterly	Diana Z. Garza 361-826-1827
21	Garden Senior Center 5352 Greely St, 78412	9,800	Monthly	Rozella Puente 361-826-3468
22	Ethel Eyerly Senior Center 654 Graham Rd, 78418	8,000	Monthly	Rozella Puente 361-826-3468
23	Greenwood Senior Center 4040 Greenwood Dr., 78416	12,500	Monthly	Rozella Puente 361-826-3468
24	Lindale Senior Center 3135 Swantner, 78404	12,500	Monthly	Rozella Puente 361-826-3468
25	Northwest Senior Center 9125 Up River Rd, 78409	7,000	Monthly	Rozella Puente 361-826-3468
26	Broadmoor Senior Center 1561 Tarlton St., 78415	4,208	Monthly	Rozella Puente 361-826-3468
27	PARD Annex 1406 Martin Luther King Dr. 78401	6,000	Monthly	Henry Lara 361-826-3470
28	Oveal Williams Senior Center 1414 Martin Luther King Dr., 78401	10,700	Monthly	Rozella Puente 361-826-3468
29	Nutrition Center 4101 Old Brownsville Rd, 78405	3,000	Monthly After 2 PM	Connie Reschman 361-826-4120
30	Ben Garza Gym 1815 Howard St. 78408	11,920	Monthly	Martin Huerta 361-826-3478

31	Central Library 805 Comanche St, 78401	78,339	Quarterly	Gabby Salazar 361-826-7015
32	Janet F. Harte Library 2629 Waldron Rd, 78418	13,900	Quarterly	Gabby Salazar 361-826-7015
33	Neyland Library 1230 Carmel Pkwy, 78411	17,276	Quarterly	Gabby Salazar 361-826-7015
34	McDonald Library 4044 Greenwood Dr., 78416	14,420	Quarterly	Gabby Salazar 361-826-7015
35	Hopkins Library 3202 McKenzie Rd., 78410	13,817	Quarterly	Gabby Salazar 361-826-7015
36	Garcia Library 5930 Brockhampton, 78414	13,233	Quarterly	Gabby Salazar 361-826-7015
37	Wastewater Collections 5352 Ayers St, 78415	20,504	Monthly	Pat Eldridge 361-826-2696
38	Greenwood Wastewater Treatment Plant 1541 Saratoga Blvd, 78417	3,600	Monthly	Harry Clifford 361-826-4021
39	Allison Wastewater Treatment Plant 4101 Allison Rd., 78410	1,500	Monthly	Darrell Williams 361-826-4130
40	Laguna Madre Wastewater Treatment Plant 201 Jester St. 78418	1,500	Monthly	Larry Gonzalez 361-826-4021
41	Whitecap Wastewater Treatment Plant 13500 Whitecap, 78418	1,500	Monthly	Larry Gonzalez 361-826-4021
42	Broadway Wastewater Treatment Plant 1492 W. Broadway, 78401	6,000	Monthly	Harry Clifford 361-826-4021
43	Oso Wastewater Treatment Plant 501 Nile Dr., 78412	1,500	Monthly	Sigifredo DeLeon 361-826-4042
44	Police Property Room 321 John Sartain St., 78401	26,822	Every Two Months	Pat Eldridge 361-826-2696
45	Police Department Impound 5485 Greenwood Dr., 78417	2,240	Quarterly	Pat Eldridge 361-826-2696
46	Corona Substation 4510 Corona Dr., 78411	8,618	Quarterly	Pat Eldridge 361-826-2696
47	Internal Affairs 5804 Williams Dr., 78412	4,000	Quarterly	Pat Eldridge 361-826-2696
48	Program Services Warehouse 9705 Up River Road 78410	3,000	Quarterly	John Delgado 361-826-3491

49	Lindale Recreation Center 3133 Swantner St., 78404	6,252	Quarterly	Rozella Puente 361-826-3468
50	Joe Garza Recreation Center 3204 Highland St., 78405	8,858	Monthly	Rozella Puente 361-826-3468
51	Oak Park Recreation Center 842 Erwin Ave., 78408	4,020	Quarterly	Rozella Puente 361-826-3468
52	Oso Recreation Center 1111 Bernice Dr. 78412	3,095	Quarterly	Rozella Puente 361-826-3468
53	Greenwood Pool 4305 Greenwood Dr. 78416	2,000	Quarterly	Dylan McGill 361-826-4008
54	HEB Pool 1520 Shely St. 78404	1,620	Quarterly	Dylan McGill 361-826-4008
55	Oso Pool 1109 Bernice 78412	1,104	Quarterly	Dylan McGill 361 826-4008
56	West Guth Pool 9705 Up River Rd. 78410	1,363	Quarterly	Dylan McGill 361-826-4008
57	Collier Pool 3801 Harris Dr. 78411	1,224	Monthly	Dylan McGill 361-826-4008
58	Choke Canyon Reservoir – Maintenance Bldg., 150 South Shore Park Rd. Three Rivers, Tx 78071	2,000	Monthly	Diana Z. Garza 361-826-1827
59	Choke Canyon Reservoir – Residence 150 South Shore Park Rd. Three Rivers, Tx 78071	1,800	Monthly	Diana Z. Garza 361-826-1827
60	Choke Canyon - Shed 150 South Shore Park Rd. Three Rivers, Tx 78071	192	Monthly	Diana Z. Garza 361-826-1827
61	Choke Canyon Reservoir 150 South Shore Park Rd. Three Rivers, Tx 78071	500	Monthly	Diana Z. Garza 361-826-1827
62	Wesley Seale Dam – Bldg. #1 County Road 365 Sandia, Tx 78383	3,375	Monthly	Diana Z. Garza 361-826-1827
63	Wesley Seale Dam – Bldg. #2 County Road 365 Sandia, Tx 78383	1,164	Monthly	Diana Z. Garza 361-826-1827
64	Sunrise Beach - Bldg. #1 22825 Park Rd 25 Mathis TX 78368	1,560	Monthly	Diana Z. Garza 361-826-1827
65	Sunrise Beach - Bldg. #2 22825 Park Rd 25 Mathis TX 78368	840	Monthly	Diana Z. Garza 361-826-1827

66	Sunrise Beach - Bldg. #3 22825 Park Rd 25	576	Monthly	Diana Z. Garza
	Mathis TX 78368			361-826-1827
	Heritage Park - Galvan house			Roberta Ortiz
67	1581 N. Chaparral, Tx 78401	2,000	Monthly	361-826-3166
	Heritage Park – Sidbury house			Roberta Ortiz
68	1581 N. Chaparral, Tx 78401	1,800	Monthly	361-826-3166
	Heritage Park – Simon			Roberta Ortiz
	Guggenheim house	1,192	Monthly	361-826-3166
69	1581 N. Chaparral, Tx 78401			
70	Bloomington Pump Station-75	5,796	Quarterly	Diana Z. Garza
	Edna Ln. South, Bloomington,			(361) 826-1827
	Texas 77951			
71	Woodsboro Pump Station -132	5,796	Quarterly	Diana Z. Garza
	Toups Road, Woodsboro, Texas			(361) 826-1827
	78393			
72	Emergency Visits	20	Each	Brandon
				Alexander
				361-826-3764

1.7 Special Instructions

- A. If the service personnel do not perform as required by this Agreement, the City has the right to reject the personnel and the Contractor is liable to deploy new personnel.
- B. The Contractor shall report to the Operation Superintendent or designee at the location upon arrival.

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 ensure it complies with the contract requirements.



CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT DEPARTMENT BID FORM RFB No. 2212 – Revised 5/17/19 Pest Control Services for Asset Management

PAGE 1 OF 6

Date:	5/24/2019	
Daie.	_ 3/24/2013	

Bidder: G & G Pest Control

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 Contracts and Procurement Office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Treatment Sites	# of Svs per year	Cost per Treatment	Total Price
1	Airport sites (Main Bldg., QTA, Fire Station, and Toll Plaza) 308 International Dr., 78406	4	\$ 347.00	\$ 1388.00
2	Facilities Maintenance, 5352 Ayers St. Bldg. 3A, 78415	4	\$37.00	\$148.00
3	City Hall, 1201 Leopard St., 78401	4	\$ 200.00	\$800.00
4	Gas Department 4225 S. Port Ave. 78415	4	\$47.00	\$188.00
5	Frost Bank Bldg. 2406 Leopard St. 78408	4	\$127.00	\$508.00
6	City Warehouse (15,600 sq. ft.) Portable Bldg. (924	4	\$100.00	\$ 400.00

ltem	Treatment Sites	# of Svs per year	Cost per Treatment	Total Price
	sq. ft.) 5352 Ayers St. Bldg. 6, 78415			
7	Utilities Dept. 2726 Holly Rd. 78415	12	\$110.00	\$1320.00
8	Kinney St. Pump Station, 302 N. Shoreline Blvd., 78401	4	\$37.00	\$148.00
9	Power St. Pump Station, 1218 N. Water St., 78401	4	\$ 37.00	\$148.00
10	Holly Rd. Pump Station 4801 Holly Rd., 78411	4	\$37.00	\$148.00
11	Navigation Pump Station 302 N. Navigation 78408	4	\$47.00	\$188.00
12	Staples Street Pump Station CR43/FM 2444 Staples St., 78415	4	\$37.00	\$148.00
13	Sand Dollar Pump Station 42201 Sand Dollar Dr., 78418	4	\$37.00	\$ 148.00
14	Sand Dollar Pump Station 42201 Sand Dollar 78418	4	\$27.00	\$ 108.00
15	O. N. Stevens Water Treatment Plant - Chemical Bldg. &Warehouse), 13101 Leopard St. 78410	4	\$ 57.00	\$228.00
16	O.N. Stevens Water Treatment Plant-Filter Bldg. 13101 Leopard St. 78401	4	\$ 47.00	\$ 188.00
17	O.N. Stevens Water Treatment Plant-Maint. Shop13101 Leopard St. 78410	4	\$97.00	\$ 388.00
18	Water Depart Lab, 13101 Leopard St. 78401	4	\$47.00	\$ 188.00
19	PCR Bldgs. (9 sites), 13101 Leopard St. 78401	4	\$27.00	\$ 108.00
20	Smith Rd. Raw Water Pump Station (River Station) 13701 Smith Dr. 78410	4	\$47.00	\$188.00
21	Garden Senior Center 5352 Greely St. 78412	12	\$47.00	\$564.00

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Item	Treatment Sites	# of Svs per year	Cost per Treatment	Total Price
22	Ethel Eyerly Senior Center 654 Graham Rd. 78418	12	\$47.00	\$ 564.00
23	Greenwood Senior Center 4040 Greenwood Dr., 78416	12	\$47.00	\$ 564.00
24	Lindale Senior, Center 3135 Swantner 78404	12	\$ 47.00	\$564.00
25	Northwest Senior Center 9125 Up River Rd. 78409	12	\$ 47.00	\$ 564.00
26	Broadmoor Senior Center 1561 Tarlton St. 78415	12	\$47.00	\$564.00
27	PARD Annex 1406 Martin Luther King Dr. 78401	12	\$47.00	\$ 564.00
28	Oveal Williams Senior Center 1414 Martin Luther King Dr., 78401	12	\$ 47.00	\$ 564.00
29	Nutrition Center, 4101 Old Brownsville Rd 78405	12	\$37.00	\$444.00
30	Ben Garza Gym 1815 Howard St. 78408	12	\$67.00	\$804.00
31	Central Library, 805 Comanche St. 78401	4	\$107.00	\$ 428.00
32	Janet F. Harte Library 2629 Waldron, Rd. 78418	4	\$ 67.00	\$268.00
33	Neyland Library, 1230 Carmel Pkwy 78411	4	\$ 67.00	\$ 268.00
34	McDonald Library, 4044 Greenwood Dr., 78416	4	\$ 67.00	\$268.00
35	Hopkins Library 3202 McKenzie Rd. 78410	4	\$ 67.00	\$268.00
36	Garcia Library 5930 Brockhampton 78414	4	\$67.00	\$268.00
37	Wastewater Collections 5352 Ayers St. 78415	12	\$57.00	\$684.00
38	Greenwood Wastewater Treatment Plant 1541 Saratoga Blvd., 78417	12	\$47.00	\$564.00
39	Allison Wastewater Treatment Plant 4101 Allison Rd. 78410	12	\$ 27.00	\$ 324.00
40	Laguna Madre Wastewater Treatment Plant 201 Jester St. 78418	12	\$27.00	\$324.00

Item	Treatment Sites	# of Svs per year	Cost per Treatment	Total Price
41	Whitecap Wastewater Treatment Plant 13500 Whitecap 78418	12	\$27.00	\$324.00
42	Broadway Wastewater Treatment Plant 1492 W. Broadway 78401	12	\$ 47.00	\$564.00
43	Oso Wastewater Treatment Plant 501 Nile Dr., 78412	12	\$ 27.00	\$324.00
44	Police Property Room 321 John Sartain St., 78401	6	\$57.00	\$ 342.00
45	Police Department Impound 5485 Greenwood Dr., 78417	4	\$47.00	\$188.00
46	Corona Substation 4510 Corona Dr. 78411	4	\$ 47.00	\$ 188.00
47	Internal Affairs 5804 Williams Dr., 78412	4	\$47.00	\$ 188.00
48	Programs Services Warehouse 9705 Up River Road 78410	4	\$ 37.00	\$ 148.00
49	Lindale Recreation Center 3133 Swantner St. 78404	4	\$47.00	\$188.00
50	Joe Garza Recreation Center, 3204 Highland St. 78405	12	\$ 47.00	\$ 564.00
51	Oak Park Recreation Center 842 Erwin Ave. 78408	4	\$ 47.00	\$ 188.00
52	Oso Recreation Center 1111 Bernice Dr. 78412	4	\$47.00	\$188.00
53	Greenwood Pool 4305 Greenwood Dr. 78416	4	\$ 47.00	\$188.00
54	HEB Pool 1520 Shely St. 78404	4	\$47.00	\$188.00
55	Oso Pool 1109 Bernice Dr. 78412	4	\$ 47.00	\$ 188.00
56	West Guth Pool 9705 Up River Rd. 78410	4	\$47.00	\$188.00
57	Collier Pool 3801 Harris Dr. 78411	12	\$37.00	\$444.00

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Item	Treatment Sites	# of Svs per year	Cost per Treatment	Total Price
58	Choke Canyon Reservoir – Maint. Bldg. 150 South Shore Park Rd. Three Rivers, Tx 78071	12	\$ 47.00	\$ 564.00
59	Choke Canyon Reservoir – Residence 150 South Shore Park Rd. Three Rivers, Tx 78071	12	\$47.00	\$ 564.00
60	Choke Canyon - Shed 150 South Shore Park Rd. Three Rivers, Tx 78071	12	\$ 17.00	\$204.00
61	Choke Canyon Reservoir – 2 Spillway Control Room #1 (250 sq. ft) and Control Room #2 (250 sq. ft.) 150 South Shore Park Rd. Three Rivers, Tx 78071	12	\$17.00	\$204.00
62	Wesley Seale Dam – Bldg. 1 County Road 365 Sandia, Tx 78383	12	\$37.00	\$444.00
63	Wesley Seale Dam – Bldg. 2 County Road 365 Sandia, Tx 78383	12	\$27.00	\$ 324.00
64	Sunrise Beach - Bldg. 1 22825 Park Rd 25 Mathis TX 78368	12	\$ 27.00	\$ 324.00
65	Sunrise Beach - Bldg. 2 22825 Park Rd 25 Mathis, TX 78368	12	\$ 17.00	\$ 204.00
66	Sunrise Beach - Bldg. 3 22825 Park Rd 25 Mathis TX 78368	12	\$17.00	\$ 204.00
67	Heritage Park -Galvan House 1581 N. Chaparral, Tx 78401	12	\$47.00	\$564.00
68	Heritage Park –Sidbury House 1581 N. Chaparral, Tx 78401	12	\$47.00	\$564.00
69	Heritage Park – Simon Guggenheim house 1581 N. Chaparral, Tx 78401	12	\$27.00	\$324.00
70	Bloomington Pump Station- 75 Edna Ln	4	\$127.00	\$508.00

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llem	Treatment Sites	# of Svs per year	Cost per Treatment	Total Price
	South, Bloomington, Texas 77951			
71	Woodsboro Pump Station – 132 Toups Road, Woodsboro, Texas 78393	4	\$127.00	\$508.00
72	Emergency Services	20	\$ 17.00	\$340.00
	TOTA			\$26,934.00

\$26,934. per year x 3 = \$80,802

Attachment C - Insurance Requirements

I. <u>CONTRACTOR'S LIABILITY INSURANCE</u>

- 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 Contract Administrator one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured 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	Bodily Injury and Property Damage
cancellation, non-renewal, material change, or termination required on all certificates and policies.	Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including:	\$1,000,000 Per Occurrence
 Commercial Broad Form Premises - Operations Products/Completed Operations Contractual Liability Independent Contractors Personal Injury- Advertising Injury AUTO LIABILITY (including) 	\$1,000,000 Aggregate \$1,000000 Combined Single Limit
 Owned Hired and Non-Owned Rented/Leased 	
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.

2019 Insurance Requirements
Purchasing
Pest Control Services
04/11/2019 sw Risk Management

Bonds

No Bonds are required therefore, section 5(B) is null and void for this agreement.

Attachment D - Warranty Requirements

The Contractor shall provide an appropriate level of service necessary to keep buildings free of pests. If pests are still present, after three days from the original date of treatment, the contractor shall perform a follow-up treatment within 48 hours of a request by an authorized City Administrator.