

SERVICE AGREEMENT NO. 3077

Street Sweeping Services for Public Works Department

THIS **Street Sweeping Services for Public Works Department Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Synergy Sweeping Services, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Street Sweeping Services for Public Works Department in response to Request for Bid/Proposal No. 3077 ("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 Street Sweeping Services for Public Works 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 three years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. 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 by written amendment 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 \$2,307,576.00, 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. Contractor shall invoice no more frequently than once per month. 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: Velma Pena
Department: Public Works Department
Phone: (361) 826-1933
Email: VelmaP@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 Managers 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: Velma Pena

Title: Contract/Funds Administrator

Address: 2525 Hygeia St., Corpus Christi, Texas 78415

Phone: (361) 826-1933

Fax: (361) 826-1627

IF TO CONTRACTOR:

Synergy Sweeping Services, LLC

Attn: Byron K. Sharon

Title: President

Address: 3540 Agnes Street, Corpus Christi, Texas 78405

Phone: (361) 946-1135

Fax: N/A

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.

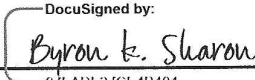
(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

- 19. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.
- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. 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.
- 22. 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.
- 23. 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).
- 24. 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.
- 25. 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.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the

expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 27. 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.

CONTRACTOR

Signature:  Byron K. Sharon
Printed Name: Byron K. Sharon
Title: President
Date: 7/15/2020

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. 3077
Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements/Background Information

The Contractor shall provide street sweeping services as outlined in this Scope of Work.

1.2 Scope of Work

- A. Streets to be cleaned are mapped on Attachment A-1 and Attachment A-2.
- B. The Contractor shall provide labor, supervision, equipment, and necessary transportation to perform the services.
- C. The Contractor shall clean street areas removing all dirt, mud, silt, sand, paper, rocks, cans, glass, grass, sediment and other debris between all curbs, gutters, median curbs, road shoulders, gore points (corners of medians), turning lanes, intersections and underpasses located in the City as designated by these specifications to the satisfaction of the Contract Administrator. (All of the above areas are hereinafter called "Streets.") Cul-De-Sacs, curb returns (radius) and curb "bulb outs" of streets will be swept along their entire length and free of debris on scheduled sweep days. Storm drain inlets are to remain free of debris and not collect sweeping debris during operations of the curb sweeping process.
- D. For the purposes of this specification, clean is defined as a clear concrete surface free from any debris. No item shall be left on the surface including asphalt, floatable litter, caked mud, dirt, glass, or any other item that is not permanently attached to the curb. The successful Contractor shall make every practical effort to attain this level of service. The Contract Administrator may allow for deviations from this definition due to street/curb conditions which may prevent the Contractor from attaining this level of service.
- E. Due to its continuous efforts to improve public streets, the City cannot guarantee that the current street configuration of any streets designated for sweeping will not change during the term of the contract. Despite any such changes to street configuration, Contractor shall continue to perform at the most current price under the terms of the contract.
- F. In the event of necessary clarification(s), the City may contact Contractor to further instruct sweeper operators with appropriate details of work.

1.3 Street Sweeping

- A. The Contractors shall clean the streets at the following frequencies. At the sole discretion of the Contract Administrator, streets may be reclassified during the term of the contract to compensate for changes, including, but not limited to higher traffic volume, greater volume of debris and unevenness of curb/street. At

the sole discretion of the Contract Administrator, curb miles may be added or deleted.

1. All streets mapped in the Downtown (Uptown/North Beach Area) on attached Map, shall be cleaned three (3) times a week i.e. 156 sweeps per year, except during inclement weather.
 2. All streets mapped as Arterial streets on attached Map, shall be cleaned every 60 days i.e. 4 sweeps cycle per year, except during inclement weather.
 3. All streets mapped as Collector streets on attached Map, shall be cleaned every 60 days i.e. 4 sweeps cycle per year, except during inclement weather.
 4. All streets mapped as Residential Streets on attached Map, shall be cleaned every 180 days i.e. 2 sweeps cycle per year, except during inclement weather.
 5. Scraping with a skid steer or loader is acceptable in combination with sweeping afterwards. This process will be paid by the hour and/or tonnage. The use of equipment will be paid by the hour and disposal.
- B. The City may require unscheduled sweeping services as a result of accidents, citizens request, special events etc. The Contractor shall comply with such request as follows:
1. During Normal hours (Monday to Friday 8:00 AM to 5:00 PM), the Contractor shall begin sweeping no more than one (1) hour after the City making such request by issuing task order.
 2. During afterhours, weekends and Holidays, the Contractor shall begin sweeping no more than three (3) hours after to the City making such request.
 3. Payment for such unscheduled services shall be paid on actual mile basis.
- C. The City may also require use of the Contractor's services for street prep work in conjunction with the City's In-House Rehab Program. The use of equipment for this purpose will be paid by the hour and disposal. The City will request equipment needed two (2) workdays in advance, indicating the location and time to report for each workday. The Contractor shall honor all such requests.
- D. The Contractor is required to have a competent and experienced supervisor/foreman on duty during each shift (nights and days) when work is being performed under this contract. The supervisor/foreman may be a sweeper operator. Shall provide an emergency contact for the supervisor/foreman that will be utilized during emergency events during after-hours or on weekend.
- E. The Contractor will comply with specific requirements of the City's Texas Pollutant Discharge Elimination System (TPDES) and Municipal Separate Storm Sewer System (MS4) Permit.
- F. The Contractor shall notify Contract Administrator immediately of any Pollution Discharge entering storm drains as a result of Contractor performance. Failure to comply with City notification may result in termination of contract or criminal charges to Contractor. The Contractor shall be responsible for the costs and liabilities imposed by law as a result of the Contractor's failure or negligence in

complying with the provision set forth in this section. For the purpose of this section, costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the City or the Contractor, including those levied under the Clean Water Act.

- G. The Contractor shall establish and adhere to a regular schedule of performance.
- H. The Contractor shall maintain gutter flow lines free of debris for free flow of water.
- I. The Contractor shall adjust sweeping speed as per street and debris condition and as recommended by the manufacturer. The Contractor will re-sweep entire street without any extra cost to the City if the driver exceeds manufacturer's recommendation.
- J. The Contractor shall use all reasonable methods to minimize dust emissions during the performance of the contract. No separate payment will be made for any work performed or material used to control dust resulting from Contractor's performance of the work, or by public traffic, either inside or outside City right-of-way.
- K. Sweeping shall normally consist of a single pass over an area. The Contractor will make as many additional passes or such extra effort as may be required to adequately clean the street.
- L. The Contractor shall hand remove, and hand sweep all debris in all specified areas that is not vacuumed up by the street sweeper. This removal shall occur during daylight hours in accordance with the specified safety requirements.
- M. The City shall have the right to identify for the Contractor those areas where hand work should be performed. Obstructions such as small tree limbs and rocks will be removed from sweeping path and hauled away by Contractor rather than by-passing the area or placing the obstructions on rights-of-way.
- N. Larger obstructions such as impaired vertical and/or horizontal clearance by tree limbs, fallen tree limbs, construction equipment or materials, and/or other similar items shall be reported to the Contract Administrator.
- O. The Contractor will make every reasonable effort to minimize streaks (i.e., debris in path of travel) left by sweepers.
- P. Inspections shall be performed on a regular basis, as well as spot checks and response to complaints.
- Q. The Contract Administrator shall decide adequacy of sweeping. In the event results of sweep are unsatisfactory, the Contractor shall re-sweep unsatisfactory area(s) at Contractor's expense within 24 hours after notification.
- R. The City reserves right to withhold payment for missed, incomplete or unsatisfactory sweeping performance.
- S. At no time does the condition of the street relieve Contractor from sweeping responsibilities. The City recognizes that not all streets to be swept are in good repair. In those locations where streets are severely buckled, rolled, or in which the asphalt along the curb line is disintegrating, the Contractor will be expected to make the best effort possible to remove debris to a clean concrete finish. This may

entail use solely of the vacuuming capabilities of the Contractor's equipment or handwork at the Contract Administrator's sole discretion. Inspections of work performed will take into consideration the condition of the streets.

1.4 Debris

- A. Collection and transportation of debris from the streets to the disposal site shall be the responsibility of the Contractor. The Contractor shall ensure all debris cleaned from the gutter is removed and loaded onto the hopper of the street sweeper. Excessive displacement of debris into the atmosphere (dust clouds), or onto the street (debris "windrow") is not acceptable.
- B. The Contractor shall dispose of silt, mud/debris and floatable trash in compliance with paint filter test method and local, state and federal requirements. Written proof (disposal tickets or invoices) of said disposal shall be provided to the Contract Administrator on a monthly basis.
- C. The Contractor shall be solely responsible for seal coat disposal in compliance with local, state and federal requirements. Written proof (disposal tickets or invoices) of said disposal shall be provided to the Contract Administrator on a monthly basis. The City shall not recycle seal coat removed from streets by the Contractor.
- D. The Contractor shall deposit all debris collected from sweeping in compliance with all local, state and federal requirements. The Contractor is responsible for payment of all disposal fees, including, but not limited to permits, penalties, and citations. Copies of disposal tickets will be turned in with each invoice.
- E. The Contractor shall perform all handwork required to provide an efficient cleaning operation. The Contract Administrator shall have the right to identify for the Contractor those areas where handwork should be performed.
- F. Cefe Valenzuela Landfill accepts small pieces of rubber and sorting is not required.

1.5 Equipment and Maintenance

The equipment used for cleaning shall be enough type, capacity and quantity to safely and efficiently perform the street cleaning work as specified herein

A. Equipment

- 1. Equipment shall consist of Brush/Vacuum, Mechanical or Regenerative Air, or may be a combination of these types of street sweeping vehicles equipped with gutter broom(s) capable of dislodging crusted debris from road surfaces, a water tank with proper spray assemblies for dust control, a pickup mechanism capable of removing debris from the roadway and a dirt hopper with sufficient capacity (three cubic yard minimum capacity) to allow operation to progress with minimum interference when sweeping streets in traffic. Other types of cleaning and sweeping equipment, as well as hand labor, shall be provided where deemed necessary and approved by the Contract Administrator. The equipment, tools and machinery shall be at the work site in good operating conditions and approved by the Contract Administrator. If the Contract Administrator determines any equipment is defective to the point that it may

affect the quality of the work, that equipment shall be immediately repaired or replaced.

2. The Contractor is responsible for supplying their own water and for purchasing all equipment necessary to obtain all water required for dust control and clean up, including, but not limited to an approved water meter, backflow preventer and cradle necessary to support the meter and backflow preventer.
3. The Contractor shall not make connection to fire hydrant for water.
4. The Contractor shall ensure all dust suppressor equipment is always maintained and working efficiently. All sweepers must be equipped with dual steering and dual brooms. Arrow board are to be used on all street sweepers.
5. The Contractor shall provide a list of all equipment (including support equipment) to be used by the Contractor. All such equipment is subject to inspection by and final approval of the City. Such approval may require the Contractor to provide on-site demonstration of the capability of any proposed equipment. The City will allow the Contractor a reasonable lead-time to obtain equipment requisite to provision of the services described herein, however, the Contractor shall commence work with its existing equipment.
6. All vehicles used by the Contractor must be performance-worthy by visual and operational inspection. Sweeper brooms must be washed once per day, inclement weather excepted, and all other equipment, a minimum of once per week. The City shall have the right to perform a complete inspection of all vehicles at any time during the term of the contract. Should any vehicle, when inspected, in the determination of the City, not meet those standards the City feels are necessary to provide the services specified herein or to operate safely, the City may require the Contractor to bring such vehicle to standard before the Contractor may return such vehicle to service.
7. Contractor is encouraged to have a spare street sweeper that meets identical specifications addressed herein, including suppression systems required on street sweepers. GPS System on street sweepers are not required.

B. MAINTENANCE

Contractor must demonstrate evidence of an adequate service facility to ensure scheduled routine maintenance, as well as inventory of a sufficient supply of brooms and replacement parts to ensure the uninterrupted provision of cleaning services described herein.

1.6 Safety

A. Applicable provisions of the following shall be incorporated into the specifications for this project

1. Texas Manual on Uniform Traffic Control Devices
2. Texas State Highway Standard Specifications
3. Occupational Health and Safety Laws

4. Federal, State and Municipal acts, rulings, ordinances, decisions and regulations relative to performance of the contract.
- B. The importance of safety cannot be over-emphasized. At its sole discretion, the City reserves the right to disallow payment for any work performed where the proper safety precautions were not observed
- C. The safety of the public and convenience of traffic shall be regarded as of prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic. All equipment and personnel will always move in the same direction as traffic during all cleaning operations.
- D. Upon all traffic accident(s), the contractor shall be subject to test for cause.
- E. The Contractor is required to adhere to state specific or current MUTCD (Manual on Uniform Traffic Control Devices) guidelines.

1.7 Time of Operation

- A. All cleaning operations for the Downtown/Uptown/North Beach areas shall be performed between 11:00 p.m. through 7:00 a.m.
- B. Cleaning operations for arterial, collector, residential and state streets shall be performed between the daytime hours of 8:00 a.m. and 5:00 p.m. with the following provisions:
 1. Arterial, collector streets that have little or no impact on residential areas may be swept at night to increase safety and the efficiency of sweeping operations.
 2. State streets may be cleaned at night, as approved by the Contract Administrator, but if cleaned during the day, they should be cleaned between 8:00 a.m. and 5:00 p.m.
 3. Work on Saturday from 7:00 a.m. through 11:00 p.m. Sunday is expressly prohibited without the prior written consent of the Contract Administrator.
 4. No daytime cleaning shall be permitted on Martin Luther King, Memorial Day, Independence Day, Labor Day, Election Day, Thanksgiving Day, Christmas Day or New Year's Day. The elimination of these sweeping days does not relieve the Contractor of its obligation to provide scheduled sweeping.
 5. Streets listed in the Downtown map (North Beach & Ocean Shoreline) area may be required to be cleaned at other hours, but only with approval from the Contract Administrator.

1.8 Service Personnel

- A. The Contractor shall hire competent drivers and properly train them. The Contractor shall investigate the driving records of its drivers prior to and during their employment and shall ensure that unsafe drivers do not provide services under the terms of the contract to which these specifications apply. The Contractor shall maintain strict rules against the use of alcohol, drugs and other intoxicants by its

employees. For the purpose of these specifications, a driver whose driving record reflects the following citations within the last three years shall be deemed an unsafe driver

1. Moving violations for excess acceleration or reckless driving
 2. Driving while intoxicated (DWI)
- B. Further, in the event an individual providing services for the Contractor during the effective dates of the contract relating to this specification, is convicted of DWI, the Contractor shall immediately prohibit said individual from providing services under the terms of the contract relating to this specification.
- C. The Contractor shall provide copies of current driver's licenses for all drivers as appropriate to operate vehicles working on this contract upon request by the Contract Administrator. Contractor sweeper operators shall have their driver license reviewed annually and possess DOT medical card. Contractor sweeper operators must wear a class 3 safety vest when working on the public right-of-way (i.e. streets curb & gutter). Contractor shall provide Monthly Safety Training Meetings to staff. Upon request of the Contract Administrator, Monthly Safety Training Agenda and Attendance Log may be submitted.
- D. The Contractor employees shall comply with all City of Corpus Christi regulations, policies and procedures. The Contractor shall ensure that their employees always present professional work attire. The Contract Administrator may, at his/her discretion, direct the contractor to remove any contractor employee from City facilities for misconduct or safety reasons. Such rule does not relieve the Contractor of their responsibility to provide sufficient and timely service.

1.9 Weather

- A. For the purpose of this contract, the National Weather Service of Corpus Christi, Texas shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only 12 hours into the future.
- B. Cleaning operations shall not be conducted when there are climatic conditions present or forecast that would make such operation ineffectual or dangerous. These climatic conditions are termed inclement weather and include, but are not limited to heavy rains, snow, ice and sleet. During such inclement weather, the Contractor may suspend operation or any alteration to his/her route upon approval from Contract Administrator.
- C. The Contract Administrator shall have the right to order suspension of cleaning operations whenever, in his/her judgment, inclement weather exists or is forecast to occur, such that cleaning operations cannot be carried out in an effective manner.

1.10 Cleaning Schedule

- A. Each Friday during the scheduled cleaning cycle, the Contractor shall prepare route lists for the upcoming two weeks and deliver via e-mail to the Contract

Administrator. If such Friday is a holiday, the Contractor shall prepare and deliver to the Contract Administrator, said schedule, prior workday before that holiday.

1.11 Notifications and Inspections

- A. Each morning prior to 7:00 a.m., the Contractor shall email the Contract Administrator or designee indicating what locations were serviced and are ready for inspection. If the location is rejected, the Contract Administrator will e-mail the Contractor no later than 5:00 pm the day of inspection.
- B. If any inspected areas are rejected by the City for Contractor's failure to meet performance expectations, the Contractor shall re-sweep the rejected areas to meet performance expectations. The Contractor shall not be paid for any areas that fail to meet performance expectations after a second inspection by the City.
- C. Any deficiency in the Contractor's performance shall be reported in writing by the City to the Contractor. Such deficiencies shall be corrected by the Contractor no later than 24 hours following the Contractor's receipt of such notice.

1.12 Contract Administration

- A. The Contract Administrator shall approve all phases of performance and operations under this Contract including authorization for payment. The Contract Administrator shall be the single point of contact for the Contractor for all matters. The Contract Administrator may change over time and any such changes will be given to the Contractor in writing.
- B. Within 15 days following award of this contract, the Contractor shall meet with the Contract Administrator to review the contract and make any necessary changes to the route lists and/or Contractor's work plan. Prior to commencing work, all listed routes shall be updated, in writing, by the Contractor, and, as approved by the City, shall thereafter become the basis for:
 - 1. The Contractor's cleaning routes,
 - 2. Tonnage-of-debris-removed report,
 - 3. The Department's inspection of cleaning,
 - 4. The invoicing for curb miles completed and
 - 5. Payment by the City for services rendered.
- C. The Contractor shall not make any subsequent changes or revisions to the route lists without obtaining the express written consent of the Contract Administrator prior to making such change or revision.
- D. The Contract Administrator will monitor, verify and approve the Contractor's work performance. All streets cleaned by the Contractor must present an appearance that is completely satisfactory to the Contract Administrator, as defined herein in the Scope of work.

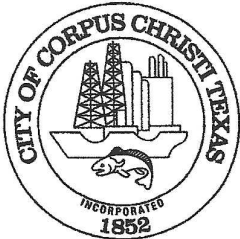
- E. The Contract Administrator shall maintain a daily log of completed work and will verify completion of the Contractor's work with the Contractor once per week.
- F. In the event a street rehabilitation or improvement project is under construction or will be under construction where cleaning is scheduled, that portion of the cleaning cycle will be deleted from the appropriate route lists at the direction of the Contract Administrator. If applicable, the section(s) of streets deleted will be re-entered at the first scheduled cleaning cycle following completion of the construction work. The Contractor shall not be paid for portions deleted from the route lists.
- G. Prior to re-entering any such street into the cycle, a field inspection shall be made by the Contract Administrator and the Contractor to determine what cleaning will be allowed additional compensation by the City for initial cleaning of a reentered street following rehabilitation or construction.
- H. In addition to the procedure for verification of work performed as described herein, the Contractor shall lend to the Contract Administrator, that assistance requested by the Contract Administrator, with respect to verification of work performed. Contractor will maintain detailed written records of work performed during the term of the contract.

1.13 Contract Pricing

All contract prices include delivery, personnel, and the cost of fuel, the cost of labor and maintenance, disposal of sweeper waste collected, and all other charges related to the services provided. No travel time of equipment will be allowed.

1.14 Invoicing

- A. Invoice for street cleaning shall be made per curb mile actually cleaned, upon completion of a cleaning cycle.
- B. Request for partial payment may be made, forwarded to the City for approval, and shall include the following:
 - 1. Invoice showing curb miles cleaned, cycle completed, and an extension in dollars at the quoted cost.
 - 2. Copy of the route lists for the invoiced period showing the date each street was cleaned, the total mileage for the period and the signature of the Contractor's representative.
 - 3. The amount of debris picked up.
- C. No payment shall be made for any service other than the number of curb miles cleaned or completion of a cleaning cycle
- D. Any 'come back' work performed as a result of an unsatisfactory assessment of the initial cleaning effort shall be made at no cost to the City.
- E. Time expended in emergency equipment maintenance and/or in repeated sweeping operations due to ineffective equipment shall not be billed to nor paid by the City.



**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
DEPARTMENT
BID FORM
RFB No. 3077
Street Sweeping Services for Public Works
Department**

ADDENDUM 3

PAGE 1 OF 3

Date: 06/26/20

Bidder: Synergy Sweeping Services, LLC

Authorized
Signature:

[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	Description	UNIT	QTY- 3 Years	Unit Price	Total Price
Section 1- LF Street with Curb					
1	Arterial 4 Cycles @ 174 = 696 Annually	Total Lane Miles	2,088	\$ 41.50	\$ 86,652. ⁰⁰
2	Collector 4 Cycles @ 265 = 1,060 Annually	Total Lane Miles	3,180	\$ 41.50	\$ 131,970. ⁰⁰
3	Downtown 156 Cycles @ 81 = 12,636 Annually	Total Lane Miles	37,908	\$ 35.50	\$ 1,345,734. ⁰⁰
4	Residential 2 Cycles @ 1,384 = 2,768 Annually	Total Lane Miles	8,304	\$ 41.50	\$ 344,616. ⁰⁰

5	Inside Lane, Turning Inland 4 Cycles @ 384 = 1,536 Annually	Total Lane Miles	4,608	\$ 41.50	\$ 191,232. ⁰⁰
Sub Total					\$2,100,204. ⁰⁰

Item	Description	UNIT	QTY- 3 Years	Unit Price	Total Price
Section 2 -LF Street Without Curb					
1	Arterial 4 Cycles @ 54 = 216 Annually	Total Lane Miles	648	\$ 41.50	\$ 26,892. ⁰⁰
2	Collector 4 Cycles @ 55 = 220 Annually	Total Lane Miles	660	\$ 41.50	\$ 27,390. ⁰⁰
3	Downtown 156 Cycles @ 6 = 936 Annually	Total Lane Miles	2,808	\$ 35.50	\$ 99,684. ⁰⁰
4	Residential 2 Cycles @ 94 = 188 Annually	Total Lane Miles	564	\$ 41.50	\$ 23,406. ⁰⁰
Sub Total					\$ 177,372. ⁰⁰

Item	Description	UNIT	QTY- 3 Years	Unit Price	Total Price
Section 3- Unscheduled Sweeping					
1	Labor Rate	HRS.	1,000	\$ 10. ⁰⁰	\$ 10,000. ⁰⁰
2	Disposal	Tons	500	\$ 10. ⁰⁰	\$ 5,000. ⁰⁰
Sub Total					\$ 15,000. ⁰⁰

Item	Description	UNIT	QTY- 3 Years	Unit Price	Total Price
Section 4- Spot Scraping					
1	Labor Rate	HRS.	1,000	\$ 10. ⁰⁰	\$ 10,000. ⁰⁰
2	Disposal	Tons	500	\$ 10. ⁰⁰	\$ 5,000. ⁰⁰
Sub Total -Contract Total					\$ 15,000. ⁰⁰

(BKS) Contract Total : 2,307,576.⁰⁰

ATTACHMENT C: INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) 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 is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory \$500,000 /\$500,000 /\$500,000

..., kind related to this agreement, 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 an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- 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 a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article 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, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation 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 suspension, cancellation, non-renewal or material change 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 suspension, cancellation, or non-renewal 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 remove the exhibit hereunder, and/or withhold any payment(s) if any, 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 agreement.
- 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 agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2019 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

04/26/2019 Risk Management – Legal Dept.

BONDS

No bonds are required, therefore Section 5 Insurance; Bonds subsection 5(B) is null to this Service Agreement

ATTACHMENT D: WARRANTY REQUIREMENTS

No product warranty applies to this Service Agreement therefore, Section 8 Warranty Subsections 8(A) and 8(B) are void.