

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR PORTABLE CHEMICAL TOILETS AND
HANDWASHING STATIONS**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100017607; 24-038**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation (“City”) acting by and through its Director of Finance or said Director’s designee (“Director”), pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 20____, and **Cortez Liquid Waste Services, Inc.** (“Vendor”). City and Vendor may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**ARTICLE 1
CONTRACT DOCUMENTS**

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City’s RFCSP No. 6100017607; 24-038, including all exhibits, attachments and addendums thereto (**Exhibit A**);
- c. Vendor’s Price Schedule submitted in response to City’s RFCSP No. 6100017607; 24-038 (hereinafter, the “Price Schedule”) (**Exhibit B**); and
- d. Vendor’s Proposal submitted in response to RFCSP No. 6100017607; 24-038 (hereinafter, the “Vendor’s Proposal”) (**Exhibit C**).

**ARTICLE 2
TERM**

- 2.1 Original Contract Term. This Agreement shall begin upon the effective date of the ordinance awarding the contract. Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall terminate on June 30, 2027.
- 2.2 Renewals. At City’s option, this Agreement may be renewed under the same terms and conditions for two (2) additional, one (1) year periods. Renewals shall be in writing and

signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefor.

- 2.3 Temporary Short-Term Extensions. City shall have the right to extend this Agreement under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefor.

ARTICLE 3 **NOTICE**

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Parks and Recreation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Vendor, to:

Cortez Liquid Waste Services, Inc.
19540 S. US Highway 281
San Antonio, Texas 78221

With copy to:

City of San Antonio
Finance Department, Procurement Division
P.O. Box 839966
San Antonio, Texas 78283-3966

ARTICLE 4
REMOVAL OF GRANT FUNDED SERVICES

- 4.1 Vendor shall not be required to provide services at the Migrant Resource Center (MRC) nor at the Airport Transfer Center (ATC) for the City's Department of Human Services (DHS). **Exhibit A**, RFCSP Section 004 – Specifications / Scope of Services, is revised to remove the any and all references to such grant funded services. In Section 4.1, Background, the section titled "Grant Funded Services" is deleted in its entirety. In Section 4.2, General Service Requirements, subsection e. MRC/ATC Maintenance Schedule is deleted and marked "reserved". In Section 4.3.4, Site Locations and Service Schedule, the third paragraph titled "Migrant Centers" is deleted.
- 4.2 In **Exhibit A**, RFCSP Section 005 – Supplemental Terms and Conditions, the section titled "Mandatory Federal Contract Provisions" is deleted in its entirety.
- 4.3 In **Exhibit A**, RFCSP Attachment I - Federal Grant Funding Provisions – FEMA SSP is hereby deleted.
- 4.4 **Exhibit B**, Price Schedule, is revised to remove services at the Migrant Resource Center (MRC) and at the Airport Transfer Center (ATC). Items 1.4-1.7, 1.10-1.13, 2.4-2.7, and 2.11-2.14 are hereby deleted. Duplicate numbers under ADA Portable Toilets- Daily Unit Costs 2.13 and 2.14 shall now reflect 2.15 and 2.16. Items 1.14 and 2.15 shall exclude sanitation services for the MRC and ATC.

ARTICLE 5
ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

[Signature Page Follows]

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

**CORTEZ LIQUID WASTE SERVICES,
INC.**



Name: Angelica Mata

Name: Abigail Cortez-Martinez

Title: Assistant Finance Director

Title: President

Date: _____

Date: 7/23/24

Approved as to Form:

Assistant City Attorney