

SERVICE AGREEMENT NO. 4069

Safe Routes to School Program

THIS **Safe Routes to School Program Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and A. Ortiz Construction & Paving, Inc ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Safe Routes to School Program in response to Request for Bid/Proposal No. 4069 ("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 Safe Routes to School Program ("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.

(A) The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

3. Compensation and Payment. This Agreement is for an amount not to exceed \$1,078,500.00, subject to approved extensions and changes. Payment will be made for Services performed 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 must 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: Renee T. Couture, P.E.
Department: Public Works Department
Phone (361) 826-3539
Email: ReneeC@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.** In performing the Services, the 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: Renee Couture

Title: City Traffic Engineer
Address: 1201 Leopard Street, Corpus Christi, Texas 78401
Phone: (361) 826-3539
Fax: (361) 826-3545

IF TO CONTRACTOR:

A. Ortiz Construction & Paving, Inc
Attn: Raul Ortiz
Title: President
Address: 102 Airport Rd, Corpus Christi, TX 78405
Phone: 361-882-2122
Fax: 361-883-4188

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 may terminate this Agreement for Contractor’s failure to comply with any of the terms of this Agreement. The City 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 may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City 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.

SIGNATURES ON NEXT PAGE

Attachment A: Scope of Work

General Requirements/Background Information

- A. The Bidder must be a qualified General Contractor, within the State of Texas, that is experienced and knowledgeable to perform all work necessary for the construction and completion of projects identified by this contract. All work shall be performed in a manner that is consistent with accepted practices for other properly licensed contractors and in accordance with City, State and Federal codes and standards. The Contractor shall complete all projects to the City's satisfaction, within the time agreed by the Department of Public Works.
- B. All originals and copies of work product, including construction plans, layouts, designs, design specifications, and any finished or unfinished documents or materials which may be produced or modified by the Contractor while performing the work, whether or not required to be furnished by the City, shall become the property of the City, shall be delivered to the City as its request, and may be used by the City without discretion.
- C. The Bidder must inform the City of any intention to subcontract any scope of work at bidding. A list of subcontractors shall be required, if awarded the contract. Failure to produce this list or naming more than one subcontractor to perform the same work will result in the bid being non-responsive and therefore void. If the City is not informed of the intent to use a subcontractor, then the City and Bidder acknowledges that a subcontractor will not be utilized for any scope of work.
- D. If required by the City, the Contractor shall provide proof of training and/or certification in a timely manner.
- E. A price list for materials and equipment shall be agreed upon prior to any task order being issued. The price list shall clearly identify each item, unit, quantity and rate. Items shall meet Department of Public Works Requirements and shall be consistent with City and/or State specifications, standards, and average rates.

Contractor Responsibilities

- A. The Contractor shall perform all work and furnish tools, materials, supplies, labor, parts, equipment, and all other items incidental thereto necessary for the construction and completion of the scope of work.
- B. The Contractor shall be responsible for obtaining any necessary licenses and permits, and complying with any Federal, State and Municipal laws, TXDOT

permits and policies, codes, and regulations applicable to the performance of work.

- C. The Contractor is responsible for the design of traffic control plans, unless otherwise specified in a task order. All traffic control plans must be reviewed and approved by the City Traffic Engineer. The Contractor shall be responsible for all costs and corrective action required to address any discrepancies, errors, omissions, or inconsistencies found by the City.
- D. The Contractor is responsible for locations and existence of public and private facilities, above or below ground, that may be subject to damage by reason of the scope of work. Notification is to be provided immediately to responsible facility owner if the utility is exposed or damaged as part of the scope of work.
- E. The Contractor shall make any necessary repairs and replacements to remedy all defects due to faulty materials, workmanship, disturbance, damage, or failure to comply with City standards upon any pavement, sidewalk, curb and gutter, driveway, driveway approaches or other surface structures detected within one year following the date of acceptance of work.
- F. The Contractor shall assume full responsibility for performing any construction activity knowing it involves an error, inconsistency, or omission without notice to the Contract Administrator.
- G. The Contractor shall perform work in accordance with approved plans, shop drawings, data, and drawings approved by the Contract Administrator.
- H. If the Contractor is responsible for the design of the work, the Contractor shall ensure the accuracy and completeness of construction drawings, specifications, and standards. The Contractor shall be responsible for all costs and corrective action required to address any discrepancies, errors, omissions, or inconsistencies found by the City.
- I. The Contractor is required to provide a "Call List" which shall indicate a primary and secondary telephone number to be called for emergency and routine maintenance. The Call List shall indicate a telephone number where the Contractor or any subcontractor (e.g., Traffic Control Company) can be reached twenty-four hours per day. Other telephone numbers provided shall indicate the hours of the day and days of the week for which the number can be used. The Call List shall be updated monthly.
- J. The Contractor is responsible for having adequate personnel, traffic control devices, and equipment available to respond to construction,

maintenance, and emergency requests on a twenty-four hour per day, seven days per week, 365 days per year.

- K. The Contractor shall provide a minimum of one experienced superintendent, project manager, supervisor or foreman who shall be physically present at the project site during the periods the work is being performed. The Contractor and any individual supervising a project shall be able to respond to the City twenty-four hours per day, seven days per week, and 365 days per year.
- L. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures.
- M. The Contractor shall be responsible for initiating, maintaining, supervising and directing all safety precautions and programs while performing the work.
- N. The Contractor shall be responsible for replacing damaged or lost material and damaged property at the work site.
- O. The Contractor shall agree to maintain and provide the City a Daily Diary Record of Work. Entries shall be made daily and must accurately represent all the project activities on each day. At minimum the diary shall show the following on a daily basis:
 - a. Day and date
 - b. Weather conditions, including changes throughout the day
 - c. Complete description of work performed during the day by Contractor and any subcontractor
 - d. List of materials installed each day
 - e. List of all subcontractors working on-site each day
 - f. List of Contractor's employees working during each day by category of employment
 - g. Entries to verify the daily (including non-working days) inspection and maintenance of traffic control devices
 - h. Any information that gives an accurate and complete record of the nature, quantity and quality of the Contractor's progress each day
 - i. Summary of total number of working days to date, and total number of delay days to date

City Contract Administrator Responsibilities

- A. The Contract Administrator, or designee, within the City's Traffic Engineering Division shall prepare a task order for a project performed as part of the scope of work. A task order shall provide clear instructions, scope of work, quantities, locations, project limits, start date, completion date, estimate requests and other related information necessary to complete the project.

- B. The Contract Administrator, or designee, within the City's Traffic Engineering Division is responsible for coordinating with the Contractor any questions related to claims, compensation, plan interpretation, rate of progress, and the quality, acceptability, and manner of performance.
- C. The Contract Administrator, or designee, within the City's Traffic Engineering Division is responsible for reviewing and approving all construction plans submitted by the Contractor.
- D. The Contract Administrator, or designee, within the City's Traffic Engineering Division shall furnish, free of charge, any project plans, specifications and instructions required to perform the scope of work unless the Contractor is responsible for the design of the scope of work.
- E. The Department of Public Works shall engage in general surveillance of any work performed in order to become familiar with the project, progress and quality of work, and will assess if the work is being performed in a manner that will meet the requested finish date assigned to the project.
- F. The Department of Public Works shall have the authority to reject work that is not in conformity with the contract, City, State or Federal standards.

Scope of Work

- A. The scope of work involves the design, construction and/or reconstruction of improvements intended to enable and encourage walking and biking within a quarter-mile radius of a school or community center.
- B. Improvements will include the construction and/or reconstruction of sidewalks, curb ramps, driveways, curb and gutter, small retaining walls, signs, pavement markings, traffic and pedestrian signals and associated pedestrian related improvements within a quarter mile of a school or community civic center. All improvements shall meet City, State, and Federal standards.
- C. The scope of work shall be identified on a task order issued by the Traffic Engineering Division.
- D. The Contractor shall obtain all permits, pay all fees, and furnish all labor, materials, methods and processes, implements, tools and machinery necessary and required to construct and put in complete order for use on improvements intended to enable safe walking and biking.
- E. Prior to construction, the Contractor shall be responsible for verifying the location, protecting, and safeguarding all existing public/private utilities and City infrastructure. The Contractor shall be fully responsible for any, and all, damage to existing public/private utilities and City infrastructure. All damages shall be repaired at the Contractor's expense and in accordance with the Utility Owner's and/or City's Operating Department's Standards and Specifications.

- F. Lane Closures are permitted from 8:30 a.m. to 4:30 p.m., Monday thru Friday. Work shall not adversely impact traffic flow and close driveways during school zone hours. Requests for lane closures outside of these hours, within school zone hours, on Saturdays, Sundays and City Holidays require prior approval. Start and end times for closures and work may be adjusted depending on location (e.g., school zones).
- G. Police presence will be required as part of the Traffic Control Plan if construction activity requires the traffic signals to go dark while performing work.
- H. Installations within TXDOT Right-of-Way requires a Utility Installation Request (UIR). Review and approval time varies depending on the request.
- I. All projects shall include erosion control, Stormwater Pollution Prevention Plan (SWPPP), and methods to clean and clear streets, sidewalks, and drainage structures of any mud, debris, or other material caused by the construction.
- J. The Contractor shall notify seventy-two hours prior to beginning any excavation, trenching, or digging, using powered equipment or hand tools, which may damage a pipeline. Any person within the City's jurisdiction shall be required to contact the Texas One-Call Center (811) is also required prior to excavation at 1-800-545-6005 or online at <https://www.texas811.org> to determine if there are any pipelines or public utilities in the vicinity of the proposed activities.
- K. The Contractor is required to provide notification of construction a minimum of 72-hours prior to commencing work to the City's Traffic Engineering Department via email at Trafficengineering@cctexas.com .
- L. Upon completion and before making an application for acceptance of work, the Contractor shall clean the facility, street, sidewalk and all public right-of-way occupied in connection to the scope of work.
- M. Barricading services and pavement markings shall be provided in accordance with and conforms to the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition.
- N. The Contract Administrator, or designee, within the Traffic Engineering Division shall provide task orders by email. The Contractor is required to acknowledge within a 24-hour timeframe.
- O. The Contractor shall be required to provide a supervisor to verify the construction of projects to ensure compliance with the approved City plans and TMUTCD.
- P. The City reserves the right to specify the number of supervisors, trucks and traffic control technicians required for set up and removal of the traffic control plan. A supervisor must be on-site to ensure construction activities and be readily available to assist the City at no additional charge.

- Q. Work shall commence and be completed within the timeframe indicated on the task order.
- R. Multiple task orders may be issued to allow concurrent work at separate locations. The Contractor shall be responsible for completing each task within the timeframe indicated on a task order.

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.

Traffic Control

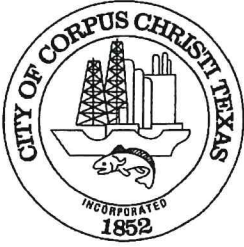
- A. All traffic control devices shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- B. All traffic control devices shall be in good condition. The City reserves the right to inspect all traffic control devices and the Contractor shall be responsible for replacing unacceptable devices within 24 hours.
- C. The Contractor shall conduct operations to cause the least possible obstruction and inconvenience to the public.
- D. The Contractor shall always provide adequate warning to the public that work is under construction and of any dangerous conditions to be encountered.
- E. The Contractor shall provide the City's Traffic Engineering Division a minimum of 72 hours' notice prior to commencing a project.
- F. Residents shall be provided access to driveways, homes and buildings or as directed by the Contract Administrator, or designee, within the City's Traffic Engineering Division.
- G. Not more than one cross or intersecting street shall be closed at any one time without approval from the City Traffic Engineer.
- H. The Contractor shall provide the proposed traffic control plan for review and comment per the timeline identified in the task order which must be approved by the City Traffic Engineer.
- I. Only personnel that has been trained and certified can provide barricading services. This includes, but is not limited to, personnel trained as Traffic Control Supervisors (TCS) and/or Traffic Control Technicians (TCT). Proof of training and/or certification shall be provided upon request from the City of Corpus Christi.
- J. The Contractor is required to have a Professional Engineer, licensed or registered in Texas, design traffic control plans. Proof of prior experience in traffic control

plans will be required. The Department of Public Works has the authority to reject traffic control plans not in compliance with the TMUTCD, latest edition.

- K. All traffic control plans shall be site specific and require the approval of the City Traffic Engineer.
- L. A traffic control plan requiring closures located with Texas Department of Transportation right-of-way will require the approval of the Corpus Christi Area Engineer and TXDOT Traffic Engineer.
- M. The Contractor shall be responsible for maintenance of all traffic control devices 24 hours a day, 7 days a week (including weekends and holidays) for the entire period of maintenance being performed on a project. Maintenance shall also include inspecting all traffic control devices during the working hours.
- N. The Contractor shall be responsible for inspecting and securing traffic control devices that are required to remain in place outside of working hours, overnight, before and after a natural occurrence (e.g., wind or rain storm, hurricane, etc.). Any traffic control device not properly located, damaged, or missing shall be reinstalled immediately.

Payment

- A. Payment for services rendered under this contract shall be made to the Contractor on either a per task or per-month basis, as selected by the Contractor. Payment shall be made for actual services only. All invoices for payment must describe the task order, location, date work was completed, and nature of work performed. Invoices for materials used must be submitted prior to payment of items. No compensation will be made to the Contractor for any time, equipment, or materials other than as stated below:
 - Labor rates, for time (hours) spent performing maintenance (including diagnosis)
 - Materials used in performing requested maintenance
 - Equipment used in repairs
- B. Work and services deemed by the City of Corpus Christi to be defective or faulty, whether the result of poor workmanship, use of improper or defective materials, damage through improper use or placement, or any other cause, will neither be accepted nor shall payment be made. Payment for faulty or defective work will be withheld until the work has been removed, re-executed and corrected in a manner satisfactory to the City of Corpus Christi.



**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
BID FORM
RFB No. 4069
Safe Routes to School Program**

Date: March 15, 2022

Bidder: A. Ortiz Construction & Paving, Inc.

Authorized
Signature:

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's 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	Unit Price	Total Price
1	Labor Regular Hours (M-F 8:00 AM – 5:00 PM)	HRS	6,000	\$18.00	\$ 108,000.00
	Labor After Hours (M-F 5:00 PM – 8:00 AM)	HRS	1,000	\$25.00	\$ 25,000.00
2	Labor (Supervisor/Foreman) Regular Hours (M-F 8:00 AM – 5:00 PM)	HRS	800	\$25.00	\$ 20,000.00
	Labor (Supervisor/Foreman) After Hours (M-F 5:00 PM – 8:00 AM)	HRS	150	\$ 35.00	\$ 5,250.00
		Estimated Spend		Mark Up (%)	Estimated Spend+ Markup
3	Materials	\$550,000		8 %	\$ 594,000.00
4	Equipment	\$150,000		5 %	\$ 157,500.00
5	Subcontractor Allowance	\$150,000		12.5 %	\$ 168,750.00
Total Not to Exceed \$1,000,000 Per Year					\$ 1,078,000.00 *

*corrected price \$1,078,500.00

Attachment C- Insurance Requirements

CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

2. 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 for 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 Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
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
AUTOMOBILE LIABILITY (including) 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$ 500,000 Combined Single Limit
WORKERS' COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employer's Liability	Statutory \$500,000 / \$500,000 / \$500,000

3. In the event of accidents of any kind related to this project, Consultant must furnish the Risk Manager with copies of all reports of such accidents within 10 days of the accident.

Additional Requirements –

1. 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. An All States endorsement shall be required if consultant is not domiciled in the State of Texas.

2. 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.
3. Contractor shall be required to submit replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Contractor or as requested by the City. 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 Management
P.O. Box 9277
Corpus Christi, TX 78469-9277

4. 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 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 calendar days advance written notice for nonpayment of premium.

5. Within five 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.
6. 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 Consultant hereunder until Contractor demonstrates compliance with the requirements hereof.
7. 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.
8. 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.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

Bond Requirements:

No bond requirements, therefore, Agreement Section 5 Insurance; Bond subsection 5(B), is hereby void.

2021 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

No manufacturer's warranty required for this Agreement.