

SERVICE AGREEMENT NO. 3998

Traffic Control Services

THIS **Traffic Control Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Highway Barricades and Services, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Traffic Control Services in response to Request for Bid/Proposal No. 3998 ("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 Traffic Control Services ("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 three years 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 zero additional zero-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 \$1,627,440.00, 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 will not enter into subcontracts or utilize the services of subcontractors.
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:

Highway Barricades and Services, LLC
Attn: Mitra Khan
Title: President
Address: 7775 Leopard Street, Corpus Christi, Texas 78409
Phone: (361) 883-6300

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.

CONTRACTOR

Signature: 

Printed Name: Mark Khan

Title: President

Date: 3/15/22

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance - 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. 3998
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements

- A. The Contractor shall provide barricading services at various locations, on an as-needed basis, as outlined in this Scope of Work. Barricading services shall be provided within right-of-Way and streets maintained by the City of Corpus Christi, Texas Department of Transportation (TXDOT), and at locations outlined in Section 4.5 Work Site and Conditions.
- B. Barricading services shall be classified as either critical or non-critical. Critical tasks include, but are not limited to maintenance, construction, planned, emergency, or other work requests with less than 24 hours of notification for set-up. Non-critical tasks include involve barricading services for street (special) events which include, but is not limited to, public assemblies, fairs, festivals, athletic events, marches, block parties and parades.
- C. Critical tasks shall be paid in accordance with Item 1: Critical Work.
- D. Non-critical tasks shall be paid in accordance with Item 2: Non-Critical Work.
- E. The Contractor must be located within the State of Texas and provide proof of at least five years of experience specializing in providing barricading services for construction, maintenance, emergency and street (special) events on roadways and/or Right-of-Way maintained by the City or Corpus Christi (or municipality of equal or greater size and population) and Texas Department of Transportation (TXDOT). Proof will consist of, at minimum, the name of the projects and events for which barricading services were performed and dates.
- F. The Contractor must be located within one hour of the City of Corpus Christi city limits to be able to mobilize and respond to barricading service requests, on an as-needed basis, twenty-four hours/day, three hundred and sixty-five days/year, including holidays and emergencies.
- G. The Contractor shall have personnel that has been trained and certified to 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.
- H. The Contractor is required to provide a "Call List" which shall specify contact information including a primary and secondary telephone number where the Contractor 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.

- I. The Contractor shall be required to provide a supervisor/foreman to be on-site to verify the set-up of all closures complied with the approved traffic control plan and Texas Manual on Uniform Traffic Control Devices (TMUTCD). The supervisor/foreman shall be readily available to assist the City at no additional charge.
- J. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and Municipal laws, TXDOT permits and policies, codes, and regulations applicable to the performance of work.
- K. The Contractor is required to have a Professional Engineer, licensed or registered in Texas, to design traffic control plans. The Engineer shall provide proof of being either an employee or consultant for the Contractor for a minimum of two years. Proof shall be provided upon request from the City of Corpus Christi and includes, but is not limited to, traffic control plans designed by the Engineer and implemented by the Contractor.
- L. All traffic control plans shall be site specific and require the approval of the City Traffic Engineer.
- M. 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.
- N. Unless otherwise shown on the approved traffic control plan or requested by the City, all delineation for lane closures must be spaced at 20-feet on the tangent section and 10-feet on the taper section. Delineation shall be spaced at 10-feet (max) on the tangent section approaching and/or departing a street intersection for streets with a posted speed limit of 35 mph or less.
- O. The Contractor shall have materials, equipment, and tools necessary to be able to provide barricading services as outlined in Section 4.4 Traffic Control Devices, Materials and Equipment.
- P. The Contractor shall provide barricading services in a timely manner in accordance with the approved traffic control plan or City request. All work performed must be accomplished in a manner that meets the requirements of the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Standard Highway Sign Design Manual (SHSD), federal, state and local codes and regulations.

- Q. 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.
- R. The City reserves the right to include police presence at locations and intersections required for public safety. This includes, but is not limited to, services provided for traffic signal outages, nighttime work, or street (special) events.
- S. The Contractor shall provide all drivers of barricade trucks a cell phone or portable radio to communicate special instructions while providing the barricading services.
- T. Protection of Property: The Contractor shall take proper measures to protect all City property which might be damaged by the Barricade Contractor's services. In case of any injury or damage resulting from any act or omission on the part of or on behalf of the Barricade Contractor, the Barricade Contractor shall restore the damaged property to a condition similar or equal to that existing before such injury or damage was done or shall make good such injury or damage in an acceptable manner. All damages which are not repaired or compensated by the Contractor will be repaired or compensated by City forces at the Contractor's expense. All expenses charged by the City for repair work or compensation shall be deducted from any monies owed to the Contractor.
- U. Damages sustained by the City by reason of breach by Contractor of its obligation to this Scope of Work shall pay a sum of \$1000 for each day of violation. The Contractor shall agree to pay the said sum within 30 days of City notification. Alternatively, at sole discretion of the City, the said sum may be withheld from payments otherwise due to the Contractor under this contract. The City's exercising its rights for payment of damages shall not prevent the City from exercising termination rights to this contract.

1.2 Scope of Work - Critical Work

- A. The Department of Public Works shall provide written notice to the Contractor for each request for barricading services in accordance with Item 1: Critical Work. Requests may be generated a minimum of 4 hours prior to commencing barricading services.
- B. Critical Work shall include, but is not limited to, the following:
 - 1. Street maintenance or construction operations which require closures on City streets classified as "arterials", TXDOT facilities, or streets with a posted speed limit of 35 mph or greater.

2. Public safety event which requires closures on City streets and/or TXDOT facilities.
 3. Emergency operations which require closures caused by a natural occurrence/event or required for an unplanned street repair.
- C. The Contractor shall be required to coordinate with the Department of Public Works to discuss the proposed scope of work at the requested location. Coordination can be performed in-person, via a virtual meeting, phone (conference) call or email. The scope of work at the requested location shall be finalized via written correspondence.
- D. If a signed and sealed traffic control plan is required, it shall be site specific and conform to the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition. The use of Texas Department of Transportation standards is permissible if applicable to the location and scope of work.
- E. The Contractor shall provide the proposed traffic control plan for review and comment per the timeline identified by the City. Once the traffic control plan has been approved, by the City Traffic Engineer, then the Contractor shall provide to the Department of Public Works a cost estimate for the cost of barricading and traffic control plan (engineering) design services.
- F. If a traffic control plan is not required, the cost estimate shall include itemized information for one or more of the following:
1. Cost for labor to perform services.
 2. Costs for vehicle w/driver.
 3. Lump sum cost for barricading services.
- G. If a traffic control plan is required, the cost estimate shall include itemized information for one or more of the following:
1. Cost for labor to perform services.
 2. Costs for vehicle w/driver.
 3. Lump sum cost for barricading services and Traffic Control Plan.
- H. The Department of Public Works may permit the Contractor to perform temporary barricading services for an emergency. The Contractor shall still be responsible for providing barricading services based upon a signed and sealed traffic control plan, if required.
- I. The Contractor shall provide contact information for the supervisor/foreman at least 24 hours before commencing the traffic control plan. For emergency situations, the contact information shall be provided prior to commencing the installation.
- J. A complete list of personnel participating in the installation and removal of the traffic control plan must be available to provide to the City upon request.

- K. The Contractor shall provide barricading services, which includes the set-up, maintenance and breakdown, for the approved traffic control plan. Set-up and breakdown shall be in accordance with the times listed on the traffic control plan.
- L. When multiple set-ups are requested for single-day events, the Contractor shall invoice the City for materials once. The Contractor will invoice the City for each additional set-up performed by the traffic control technician, and driver/w a truck.

1.3 Scope of Work - Street (Special) Events

- A. The Department of Public Works shall provide written notice to the Contractor for each request for barricading services in accordance with Item 2: Non-Critical Work. Requests may be generated a minimum of 24 hours prior to commencing barricading services.
- B. Critical Work shall include street (special events) that require a City permit and/or agreement. This includes, but is not limited to, the following:
 - 1. Parades, marches or processions.
 - 2. Athletic events such as walks or runs.
 - 3. Festivals, fairs and block parties.
 - 4. Spontaneous events.
- C. Non-critical work shall be at locations as shown in Section 4.5 Work Site and Conditions.
- D. The Contractor and Engineer shall be required to coordinate with the Department of Public Works to discuss the proposed scope of work at the requested location. Coordination can be performed in-person, via a virtual meeting, phone(conference) call or email. The scope of work at the requested location shall be finalized via written correspondence.
- E. The Contractor and Engineer shall be required to coordinate with the event organizer for a street (special) event to determine the scope of the event.
- F. The Contractor shall provide the proposed traffic control plan for review and comment per the timeline identified in the scope of work. Once the traffic control plan has been approved, by the City Traffic Engineer, then the Contractor shall provide to the Department of Public Works a cost estimate for the cost of barricading and traffic control plan (engineering) design services. The cost of services shall include the cost for labor, materials, equipment and traffic control plan design. Costs shall be inclusive of round-trip travel.
- G. The Contractor shall provide contact information for the supervisor/foreman at least 24 hours before a street(special) event.

- H. A complete list of personnel participating in the installation or removal of the traffic control plan must be available to provide to the City to the City upon request.
- I. The Contractor shall provide barricading services, which includes the set-up, maintenance and breakdown, for the approved traffic control plan. Set-up and breakdown shall be in accordance with the times listed on the traffic control plan.
- J. Water-filled barricades are required for all events which require the congregation of people in street right-of-way. The Contractor shall coordinate with the Department of Public Works and Corpus Christi Police Department on the locations where water-filled barricades will be required.
- K. When multiple set-ups are requested for single-day events, the Contractor shall invoice the City for materials once. The Contractor will invoice the City for each additional set-up performed by the traffic control Technician an, laborer and truck w/driver.

1.4 Traffic Control Devices, Materials and Equipment

- A. The Contractor is responsible for having adequate personnel, traffic control devices, and equipment available to respond to construction, maintenance, emergency and street special events on a twenty-four hour per day, seven day per week, 365 days per year basis.
- B. All traffic control devices shall conform to the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition.
- C. The Contractor shall own devices, equipment and vehicles required to perform these services. Proof will be required to demonstrate ownership of a minimum of the following vehicles:
 - 1. Ten Arrow boards
 - 2. Ten Portable Changeable Message Signs
 - 3. Ten Truck Mounted Attenuator Trucks
 - 4. One Boom Truck
 - 5. One Water Truck
- D. The traffic control devices provided shall be in good working condition. The City reserves the right to inspect and reject traffic control devices deemed to be in poor condition. The Contractor shall replace traffic control devices within 24 hours of request by City Staff. Traffic control devices are considered in poor condition if the following conditions are met:
 - 1. Traffic control devices that are broken, damaged, scratched or contain graffiti.

2. Traffic control devices with reflective sheeting that is torn, damaged, or missing.
 3. Traffic control devices missing sandbags.
 4. Traffic control devices with supports that are missing, broken or unable to provide support/stability during the duration of the event or project.
- E. Bicycle racks, if utilized for pedestrian traffic, shall be of metal material only.
- F. All cones shall be a minimum of twenty-eight inches in height and be retro reflectorized with a two white bands in conformance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition.
- G. Sand bags must be supplied to support all traffic control devices at no additional cost to the City.
- H. "Standard Signs" are signs found in the Standard Highway Sign Designs (SHSD, latest edition). "Special Signs" are signs with a typical wording meeting the font size, style, color and background sign requirements found in both the SHSD and TMUTCD.
- I. All barricades shall not be stored in the field prior to 48 hours before the commencement of the project/event unless otherwise directed herein or by written agreement with the Department of Public Works. All traffic control devices must be removed immediately following the event.

1.5 Work Site and Conditions

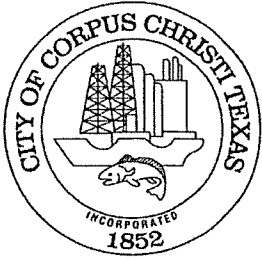
- A. The work site locations will vary for tasks under Item 1: Critical Work in the bid form. The Contractor shall coordinate with the Engineer to develop a site-specific traffic control plan.
- B. The work site locations will vary for task under Item 2: Non-Critical Work in the bid form. Site locations will include, but is not limited to, the full , partial or single -lane closures upon the following City or State-maintained roadways:
1. Shoreline Boulevard between Craig Street and north end.
 2. Streets in vicinity of the American Bank Center (north of IH 37 and east of US 181).
 3. Streets in the Downtown area located east of Upper Broadway and south of IH 37.
 4. Streets in the Uptown area located north of Elizabeth Street, east of SH 286, and west of Upper Broadway.
 5. Streets located in the SEA District area.
 6. Port Avenue between IH 37 frontage and N Broadway Street.
 7. Harbor Bridge.
 8. SH 358, SH 286.
 9. Park Road 22, SH 361, Beach Access Roads (Access Road No. 3, Newport Pass Road, Zahn Road).

C. Closures required in the Water's Edge Park will be performed by the City of Corpus Christi.

1.6 Payment

- A. Payment for services rendered under this contract shall be made to the Contractor on a per task basis. Payment shall be made for actual services only. All invoices for payment must be detailed and itemized to describe the task order, location, date work was completed, and nature of work performed. This includes the number and pay rate of technicians and supervisor/foreman, the quantity and description of materials used, and the quantity and type of equipment used. Invoices for tasks performed must be submitted prior to payment of items. No compensation will be made to the Contractor for any time, personnel, equipment, or materials other than as stated below:
1. Labor rates for time (Hours) spent performing barricading services.
 2. Labor rates for time (Hours) a driver/w a vehicle spent performing barricading services.
 3. Labor rates for time (Hours) a Supervisor/Foreman spent overseeing operations.
 4. Traffic control set-up, maintenance, breakdown
 5. Vehicles used for barricading services
 6. Materials used for barricading services
 7. Traffic Control Plan (Signed and Sealed by an Engineer Licensed in the State of Texas)
- B. The Contractor shall provide cost estimates for all critical work within two business days of the City's request to the Contractor for tasks considered critical. All work will be invoiced and paid based in accordance with Item 1: Critical Work.
- C. The Contractor shall provide cost estimates for all non-critical work within two business days of the City's request to the Contractor. All work will be invoiced and paid based in accordance with Item 2: Non-Critical Work.
- D. The Contractor shall submit invoices electronically to TrafficEngineering@cctexas.com . A hard copy, if requested shall be provided to the City of Corpus Christi – Traffic Engineering Division, P.O. Box 9277, Corpus Christi, TX 78469-9277.
- E. Invoices submitted without the signed task order report will not be processed for payment until the Contractor provides the required information.
- F. All invoices shall provide detailed information, including:
1. Service Agreement No.
 2. Service Address.

3. Description of service work.
4. Itemized list of charges, including quantity of hours, labor rate, barricading services, traffic control (engineering) plans, etc.
5. Third party invoices, (no mark-up) i.e., Equipment rental, if pre-approved.



Attachment B - Bid Pricing/Schedule
CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
BID FORM
RFB No. 3998
Traffic Control Services

Date: 1-25-22

Bidder: Highway Barricades + Services, LLC 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 1: Barricading Services for Critical Work

Item	Description	UNIT	3 -YR QTY	Unit Price	Total Price
1	Labor (Traffic Control Technician) Regular Hours (M-F 8:00 AM – 5:00 PM)	HR	1,500	\$ 35. ⁰⁰	\$ 52,500. ⁰⁰
2	Labor (Supervisor/Foreman) Regular Hours (M-F 8:00 AM – 5:00 PM)	HR	120	\$ 42. ⁰⁰	\$ 5,040. ⁰⁰
3	Driver w/Vehicle Regular Hours (M-F 8:00 AM – 5:00 PM)	HR	120	\$ 45. ⁰⁰	\$ 5,400. ⁰⁰
4	Labor (Traffic Control Technician) After Hours (M-F 5:00 PM – 8:00 AM)	HR	1,500	\$ 53. ⁰⁰	\$ 79,500. ⁰⁰
5	Labor (Supervisor/Foreman) After Hours (M-F 5:00 PM – 8:00 AM)	HR	120	\$ 63. ⁰⁰	\$ 7,560. ⁰⁰
6	Driver w/Vehicle After Hours (M-F 5:00 PM – 8:00 AM)	HR	120	\$ 63. ⁰⁰	\$ 7,560. ⁰⁰
7	Barricading Services & TCP (Requires City Approval) Not to exceed 3-year quantity	LS	\$150,000.00	\$150,000.00	\$150,000.00
8	Water-Filled Barricades (Requires City Approval)	EA/DAY	600	\$ 20. ⁰⁰	\$ 12,000. ⁰⁰
				TOTAL	\$ 319,560.⁰⁰

Item 2: Barricading Services for Non-Critical Work

Item	Description	UNIT	3 -YR QTY	Unit Price	Total Price
1	Labor (Traffic Control Technician) Regular Hours (M-F 8:00 AM – 5:00 PM)	HR	1,500	\$ 32. ⁰⁰	\$ 48,000. ⁰⁰
2	Labor (Supervisor/Foreman) Regular Hours (M-F 8:00 AM – 5:00 PM)	HR	120	\$ 39. ⁰⁰	\$ 4,680. ⁰⁰
3	Driver w/Vehicle Regular Hours (M-F 8:00 AM – 5:00 PM)	HR	120	\$ 42. ⁰⁰	\$ 5,040. ⁰⁰
4	Labor (Traffic Control Technician) After Hours (M-F 5:00 PM – 8:00 AM)	HR	1,500	\$ 48. ⁰⁰	\$ 72,000. ⁰⁰
5	Labor (Supervisor/Foreman) After Hours (M-F 5:00 PM – 8:00 AM)	HR	120	\$ 59. ⁰⁰	\$ 7,080. ⁰⁰
6	Driver w/Vehicle After Hours (M-F 5:00 PM – 8:00 AM)	HR	120	\$ 59. ⁰⁰	\$ 7,080. ⁰⁰
7	Water-Filled Barricades (Requires City Approval)	EA/DAY	1,200	\$ 20. ⁰⁰	\$ 24,000. ⁰⁰
8	Run/March/Procession on Shoreline Boulevard TCP & Barricading Services (Single-Day Event, Requires Use of Seawall Sidewalk and Single-Lane Closure Along Northbound Shoreline Boulevard)	LS	\$90,000	\$90,000	\$90,000.00
9	Downtown Street Event TCP & Barricading Services (Single-Day and/or Weekend Closure of Streets Downtown, SEA District) Not to exceed 3-year quantity	LS	\$150,000	\$150,000	\$150,000.00
10	Large Street (Special) Event TCP & Barricading Services (Multi-Phase TCP or Set-up Required on TXDOT ROW) Not to exceed 3-year quantity	LS	\$600,000	\$600,000	\$600,000.00
11	Emergency or City Sponsored Event TCP & Barricading Services Not to exceed 3-year quantity (Requires City Approval)	LS	\$300,000	\$300,000	\$300,000.00
				TOTAL	\$ 1,307,880.⁰⁰

Grand Total \$1,627,440.00

Attachment C -Insurance Requirements

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 COI.

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)	Statutory
Employer's Liability	\$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."