

## SERVICE AGREEMENT NO. 4112

### Maintenance and Installation Services for Traffic Signal and Fiber Optic Communication

THIS **Maintenance and Installation Services for Traffic Signal and Fiber Optic Communication Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Austin Traffic Signal Construction Company Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Maintenance and Installation Services for Traffic Signal and Fiber Optic Communication in response to Request for Bid/Proposal No. 4112 ("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 Maintenance and Installation Services for Traffic Signal and Fiber Optic Communication ("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 one year, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Division, or the performance date listed in the notice to proceed, whichever is later. 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.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$1,609,150.00, 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 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: 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 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Velma Peña  
Title: Contracts and Funds Administrator  
Address: 2525 Hygeia Street, Corpus Christi, Texas 78415  
Phone: 361-826-1933  
Fax: 361-826-1627

**IF TO CONTRACTOR:**

Austin Traffic Signal Construction Company Inc.  
Attn: Stephen Rutledge

Title: Area Manager Vice President  
Address: 1111 N Interstate 35 Ste 2061111, Round Rock, Texas 78664  
Phone: 512-255-9951 Ext 123  
Fax: 512-255-0146

**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

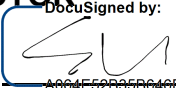
agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**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**

DocuSigned by:

Signature: \_\_\_\_\_



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Printed Name: Steve Rutledge

Title: Area Manager V.P.

Date: 6/7/2022

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Josh Chronley  
Interim Assistant Director, Contracts and Procurement

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Date

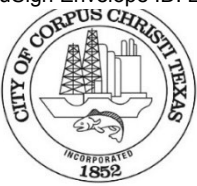
**Attached and Incorporated by Reference:**

- 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. 4112
- Exhibit 2: Contractor's Bid/Proposal Response





## ATTACHMENT A: SCOPE OF WORK

### 1.1 General Requirements/Background Information

- A. The City of Corpus Christi is requesting the services of a licensed General Contractor by the State of Texas specializing in providing maintenance and new installation of traffic signals (e.g. installation, repair, emergency knockdown repair, non-emergency routine installations). City IT Department will terminate connectors in traffic signal cabinet, and will make splice connections of fiber in the fiber ground boxes. These services are to ensure proper maintenance and operation of traffic signals, and fiber optic communication for traffic signals maintained by the City of Corpus Christi.
- B. The Contractor shall furnish labor, parts, supplies, materials, tools, and equipment necessary to perform new installation, scheduled routine and emergency on-call for traffic signals and fiber optic interconnect within the City of Corpus Christi. 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.
- C. 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 period prescribed by the Department of Public Works.
- D. The Contractor must inform the City of any intention to subcontract any scope of work and a list of subcontractors shall be required. If the City is not informed of the intent to use a subcontractor, then the City and the Contractor acknowledges that a subcontractor will not be utilized for any scope of work.
- E. If required by the City, the Contractor shall provide proof of training and/or certification in a timely manner.

### 1.2 **Scope of Work**

- A. The Contractor shall install attached conduit to bridges that meet the standards with the City of Corpus Christi and Texas Department of Transportation.
- B. The Contractor shall make any necessary repairs and replacements to remedy any and all defects due to faulty materials, workmanship, disturbance, damage, or failure to comply with City standards upon any traffic signal, fiber optic, pavement, sidewalk, curb and gutter, driveway,

driveway approaches or other surface structures detected within one year following the date of acceptance of work.

- C. For any disturbance due to construction activities such as installation of ground boxes or trenching or boring conduit, the Contractor shall have a subcontractor for building asphalt or concrete pavement, curb and gutter, sidewalk, ADA pedestrian ramps, or restoring grass on excavation areas. This infrastructure shall meet the standards with the City of Corpus Christi and Texas Department of Transportation.
- D. The Contractor shall have equipment necessary (e.g. pickup trucks, ladder trucks, lift trucks, etc.) to be able to perform maintenance and installation.
- E. The Contractor selected shall perform the work described herein in a thorough and professional manner so that the City of Corpus Christi is provided with reliable and high-quality Traffic Signal and Fiber Optic maintenance, installation, and repair services at all times. Traffic signal and fiber optic new installation, maintenance, and repair shall be performed in accordance with accepted standards for traffic signals and fiber optic and shall be performed to the satisfaction of the Contract Administrator or his designee. The Contractor shall immediately respond when notified by Contract Administrator to correct unsatisfactory work at no additional charge.

### **1.3 Equipment and Materials**

- A. All parts, supplies and major materials required for maintenance and new installation of traffic signals and fiber optic to interconnect traffic signals within the City of Corpus Christi to be maintained under this contract (i.e. traffic signal heads, signal wiring, 72 fiber single mode, number 10 solid green wire for tracing cable, 24 fiber single mode, conduit trench, conduit bore, Fiber Connectors SM (95-200-99 Corning Unicam connector), Fan Out Kit (Part # BT25-12), Coyote Enclosure (Part #8006560), Splice Tray (Part #80805514), Cabinet Fiber Enclosure (Part # WAC-1X), 24 LC Quad Blue adapter panel (Part # AP-V6610F), conduit attached to bridges, etc.) are the responsibility of the Contractor. The Contractor shall furnish all transportation, tools, equipment, machinery, barricading, all necessary safety and/or PPE requirements and all suitable appliances, requisite for the execution of this Contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof.
- B. Cost of materials shall consist of the cost per item or unit, which is typically sold or furnished as an integrated unit. The Contractor shall provide copies of material invoices for all materials submitted for payment. All materials provided by the Contractor must be prequalified and approved in accordance with the State of Texas. A list of pre-qualified

materials can be obtained from the Texas Department of Transportation and City of Corpus Christi. Specifications for materials and workmanship shall conform to the current Texas Department of Transportation's Standard Specifications for construction, City of Corpus Christi Constructions Specifications, and the Texas Manual on Uniform Traffic Control Devices, latest edition.

- C. If materials from the Contractor's stock is used to correct emergency or routine maintenance situations, the Contractor may, at the Contractor's discretion, replace defective equipment with a stock piece of equipment. This specification shall be governed by the following special provisions:
  - if. The City of Corpus Christi shall reimburse the Contractor for the cost of time and materials required to repair the defective unit.
  - ii. The Contractor shall not permanently replace a defective piece of equipment with a stock piece of equipment of significantly lesser value.
  - iii. Any damage caused to the City of Corpus Christi infrastructure, new or existing, by the Contractor's personnel will be the responsibility of the Contractor to repair.
- D. Items or equipment or material carry a manufacturer's warranty for any period more than 12 months, then the manufacturer's warranty shall apply for that piece of material or equipment. The Contractor shall replace such defective equipment or materials, without cost to the City, within the manufacturer's warranty period.

#### **1.4 Contractor Responsibilities**

- A. The Contractor is responsible for having adequate personnel, tools, and equipment available to respond to emergency and routine maintenance requests on a twenty-four hour per day, seven day per week, 365 days per year basis.
- B. 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. Installations within TXDOT Right-of-Way requires a Utility Installation Request (UIR). Review and approval time varies depending on the request. 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](mailto:Trafficengineering@cctexas.com)
- C. The Contractor is responsible for the design of traffic control plans, unless otherwise specificized 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 locating all utilities (public and private) prior to commencing work. The Contractor is fully responsible for any damage caused by the failure to locate and preserve these utilities, whether underground, above ground or overhead. The Contractor shall notify seventy-two (72) 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.
- E. The Contractor shall make any necessary repairs and replacements to remedy any and all defects due to faulty materials, workmanship, disturbance, damage, or failure to comply with City standards upon any traffic signal, fiber optic, 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 (24) hours per day. Other telephone numbers provided shall indicated 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, tools, and equipment available to respond to emergency and routine maintenance requests on a twenty-four hour per day, seven day per week, 365 days per year basis.

- K. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures. The Contractor shall be responsible for initiating, maintaining, supervising, and directing all safety precautions and programs while performing work. The Contractor shall be responsible for replacing damaged or lost material and damaged property at the work site or adjacent thereto.
- L. 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 of the project activities on each day. At minimum the diary shall show the following on a daily basis:
  - i. Day and date
  - ii. Weather conditions, including changes throughout the day
  - iii. Complete description of work performed during the day by Contractor and any subcontractor
  - iv. List of materials installed during each day
  - v. List of all subcontractors working on-site during each day
  - vi. List of Contractor's employees working during each day by category of employment
  - vii. Entries to verify the daily (including non-working days) inspection and maintenance of traffic control devices
  - viii. Any information that gives an accurate and complete record of the nature, quantity and quality of the Contractor's progress each day
  - ix. Summary of total number of working days to date, and total number of delay days to date
- M. The Contractor shall wholly own equipment required to perform this contract such as bucket truck, cranes, manlifts and other such equipment.
- N. The Contractor shall perform preventive maintenance services, repairs, and installation of traffic signal, flashing beacon and radar equipment as requested.
- O. The Contractor shall perform preventive maintenance services, repairs and installation of fiber optic interconnect as requested.
- P. A traffic signal system includes, but is not limited to: traffic signal controllers, controller cabinets and all appurtenant equipment, electrical service cabinet, flashing beacons, pedestrian and vehicle signals, detector systems (Radar-Video-Loop-Microwave), CCTV camera systems, wireless communication equipment, traffic signal

communications equipment, battery backup system (BBS), intersection safety lighting, internally illuminated street name signs.

- Q. Install traffic signal poles, mast arms, heads, foundations, and all other related traffic signal equipment. All equipment shall be approved by the Contract Administrator, Traffic Signal Superintendent, or designee.
- R. Installation of MMU: Remove existing MMU/CVM and install certified MMU that has passed test inspection and place into traffic controller cabinet and make operational.
- S. Installation of ATC traffic controllers: Remove old traffic controller unit and replace with new ATC controller unit.
- T. Installation of TS2 traffic controller cabinets. Remove old controller cabinet and install new TS2 cabinet.
- U. Troubleshoot, repair and maintenance check battery backup systems, audible pedestrian systems, radar detection systems, video detection systems & microwave detection systems.
- V. Rewiring of signalized intersection.
- W. Trenching, boring, installation, backfill for underground conduit.
- X. Replace LED traffic signal modules.
- Y. Work on live and de-energized circuits.
- Z. Installation of fiber optic including 72 fiber single mode, number 10 solid green wire for tracing cable, 24 fiber single mode, conduit trench, conduit bore, 12 Port Adapter Panel, Fiber Connectors SM, fan out kits, and splicing hardware, conduit attached to bridges. Installation of trenched conduit, bored conduit, conduit attached to bridges.

### **1.5 City Contract Administrator Responsibilities**

- A. The Contractor 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 Contractor Administrator, or designee, within the City's the City's Traffic Engineering Division is responsible for coordinating with the Contractor on any questions related to claims, compensation, plan interpretation, rate of progress, and the quality, acceptability, and manner of performance.
- C. The Contractor Administrator, or designee, within the City's the City's Traffic Engineering Division is responsible for reviewing and approving all construction plans submitted by the Contractor.

- D. The Contractor 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.

#### **1.6 Maintenance of Traffic Signal and Fiber Optic Requirements**

- A. A pre-construction meeting will be required with the traffic signal contractor and the Public Works Department (City Traffic Engineer, City Traffic Signals Superintendent) prior to the start of work to ensure that all materials, equipment and work specifications are understood.
- B. In the event that the Contractor at any time finds an unsafe traffic signal condition such as signals all dark, signal heads hanging down, RED lamps out etc., the Contractor shall make the repairs necessary to return the intersection to a safe operating condition. The Contractor shall report to the Contract Administrator or his designee immediately upon completion of the repair. Red Flash is considered a safe operation for this purpose.
- C. The Contract Administrator shall be the final authority regarding quality and workmanship questions.
- D. The Contractor is required to notify the Traffic Signals Operations Department one week in advance of beginning any work on any City traffic signal facility. The City will not accept any work done where such prior notification does not take place.
- E. The Contractor shall obtain all permits and inspections as required.
- F. Public Safety and Convenience: Traffic control measures will not be billed separately but are included in the pricing.
- G. Work Hours: The Contractor will confine all operations to normal daylight hours, sunrise to sunset from 8 AM to 5 PM, Monday thru Friday. Under emergency or extraordinary conditions, a Contractor may be allowed to work after hours between 5 PM to 8 AM. Approval from the Contract Administrator and Traffic Signal Superintendent is required for after hour work.

- H. Non-Work Hours: The Contractor may not store any equipment or tools on any right-of-way area. After completion of work at any site, the Contractor must remove all equipment, supplies, and materials from that site.
- I. Protection of Property: The Contractor shall take proper measures to protect all property which might be damaged by Contractor's Work hereunder, and, in case of any injury or damage resulting from any act or omission on the part of or on behalf of the Contractor, he/she shall restore at his/her own expense the damaged property to a condition similar or equal to that existing before such injury or damage was done, or he/she shall make good such injury or damage in an acceptable manner. All damages which are not repair 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.
- J. The Contractor shall be required to submit to the City of Corpus Christi Public Works Department, a report which outlines the description of the work performed and the equipment replaced. This report shall be submitted with the payment invoice.

**1.7 Scheduled Routine And "As-Required" Traffic Signal and Fiber Optic Maintenance**

- A. A designated representative of the City of Corpus Christi shall notify the Contractor by task order, phone, or email of the need for routine maintenance at an intersection(s) or fiber optic location(s) as included in this Contract. These are maintenance and repair requests that are not critical, or the work involved is of such nature as to require advance scheduling and can be completed on a "as-required" basis. This work shall include but is not limited to major equipment repair/replacement/install, permanent replacement of knockdowns, major rewiring, and general maintenance. The decisions of the necessity for scheduled routine and "as-required" maintenance shall rest solely with the designated representative of the City of Corpus Christi.
- B. Listed below are examples of situations that shall require scheduled routine and "as-required" maintenance:
  - Minor displacement of traffic signal heads
  - Bad roadway lighting ballast
  - Photo electric cell replacement on roadway light
  - Install fuse holder and fuse
  - Replace electrical wiring in existing conduit



- Radar detection
  - Other occurrences which have immediate severe consequences on proper traffic and fiber optic operations.
- C. The Contractor shall be required to respond to the site of an intersection, or intersections requiring routine maintenance within seventy-two (72) hours of the notification by the City of Corpus Christi.
- D. Some types of maintenance may require the crew to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required, the Contractor shall perform the repairs as soon as reasonably possible. However, not longer than fourteen (14) days after knowledge of the scheduled maintenance.
- E. Repair response time shall be subject to adjustment for natural events and inclement weather. Inclement weather shall be defined as when the degree of rain, storms, high winds, or other natural occurrences would result in unsafe work conditions to either start or continue work. The Contractor will not be required to perform outside work during inclement weather unless such work is necessary to protect life or property.

### **1.8 Emergency Traffic Signal and Fiber Optic Maintenance**

- A. A designated representative of the City of Corpus Christi shall notify the Contractor by task order, phone or email of the need for emergency maintenance at an intersection(s) or fiber optic location(s) as included in this Contract. The decisions of the necessity for emergency maintenance shall rest solely with the designated representative of the City of Corpus Christi.
- B. Listed below are examples of situations that shall require emergency maintenance:
- Intersection without power
  - Intersection in conflict flash
  - Displacement of signal heads
  - Controller skipping or short timing phases
  - Cabinet destroyed in accident
  - Signal Pole knocked down blocking traffic
  - Power service pole/signal pole knocked down
  - Fiber Optic Repair for lost communication
  - Other occurrences which have immediate severe consequences on proper traffic and roadway lighting operations
- C. The Contractor shall be required to respond to the site of an intersection, or intersections requiring emergency maintenance within two (2) hours

of the notification by the City of Corpus Christi. All conditions of public peril shall be removed within two (2) hours of notification of such condition. Such conditions include but are not limited to downed poles and/or power lines from streets associated with street lighting, or other repairs designated to need emergency response by the City.

- D. The Contractor shall provide a telephone number where he can be reached twenty-four (24) hours per day. The telephone number shall be made available to the City of Corpus Christi Emergency Dispatch.
- E. If the response exceeds this time limit, the Contractor shall reimburse the City for all additional costs related to City Staff and equipment to monitor the emergency site until the Contractor arrives on scene.
- F. Some types of maintenance may require the crew to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required, the Contractor shall perform the repairs as soon as reasonably possible. However, not longer than fourteen (14) days after knowledge of the scheduled maintenance.
- G. Repair response time shall be subject to adjustment for natural events and inclement weather. Inclement weather shall be defined as when the degree of rain, storms, high winds, or other natural occurrences would result in unsafe work conditions to either start or continue work. The Contractor will not be required to perform outside work during inclement weather unless such work is necessary to protect life or property.

### **1.9 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 insure it complies with the contract requirements.

### **1.10 Traffic Control**

- A. The Contractor will provide traffic control plans as necessary to be reviewed and approved by City of Corpus Christi and obtain all permits through Texas Department of Transportation (TXDOT), prior to beginning repairs or maintenance.
- B. All traffic control devices shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- C. 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.
- D. The Contractor shall conduct operations to cause the least possible obstruction and inconvenience to the public.

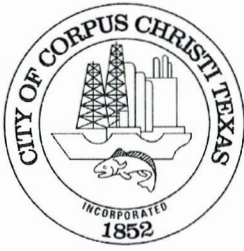
- E. The Contractor shall provide adequate warning to the public at all times that work is under construction and of any dangerous conditions to be encountered.
- F. The Contractor shall provide the City's Traffic Engineering Division a minimum of 72 hours notice prior to commencing a project.
- G. Should construction be underway by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any nature be underway by other forces within or adjacent to the said limits, the Contractor shall cooperate with all other contractors or other forces to the end that any delay, duplication, or hindrance to their work shall be avoided.
- H. 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).
- I. Residents shall be provided access to driveways, homes and buildings or as directed by the Contractor Administrator, or designee, within the City's Traffic Engineering Division.
- J. Not more than one cross or intersecting street shall be closed at any one time without approval from the City Traffic Engineer.
- K. 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.
- L. 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.
- M. 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.
- N. All traffic control plans shall be site specific and require the approval of the City Traffic Engineer.
- O. 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.

- P. The Contractor shall be responsible for maintenance of all traffic control devices 24 hours a day, 7 days a week (including weekend 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.
- Q. 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

### **1.11 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.

## ATTACHMENT B - BID PRICING



# CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT BID FORM

RFB No. 4112

## Maintenance and Installation Services for Traffic Signal and Fiber Optic Communication

PAGE 1 OF 1

Date:

4/19/2022

Bidder:

Austin Traffic SignalAuthorized  
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: Maintenance and Installation Services for Traffic Signal and Fiber Optic Communication

Item	Description	UNIT	YR QTY	Unit Price	Total Price
1	Labor Regular Hours (M-F 8:00 AM – 5:00 PM)	HRS	1000	\$ 20.50 --19.00-- --13.60--	\$ 20,500 --19,000-- --13,600--
	Labor After Hours (M-F 5:00 PM – 8:00 AM )	HRS	200	\$ 30.75 --28.5-- --20.4--	\$ 6,150 --5,700-- --4,080--
		Estimated Spend		Mark Up (%) 10 % Mark Up% * Est. Spend	Estimated Spend+ Markup
3	Materials	\$1,200,000	\$	120,000	\$ 1,320,000
4	Equipment	\$100,000	\$	5,000	\$ 105,000
5	Subcontractor Allowance	\$150,000	\$	7,500	\$ 157,500
<b>Total Not to Exceed \$1,650,000 Per Year</b>					<b>\$ -1,651,530--</b>

\$ 1,609,150.00

## 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
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> 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
POLLUTION LIABILITY	\$1,000,000 Per Occurrence
INSTALLATION FLOATER	Value of the Equipment and Materials

- C. In the event of accidents of any 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.

2021 Insurance Requirements

Ins. Req. Exhibit 4-B

Contracts for General Services – Services Performed Onsite – Pollution – Inst. Floater

05/10/2021 Risk Management – Legal Dept.



### **Attachment D - Warranty Requirements**

- The equipment or material that includes a manufacturer's warranty for any period more than 12 months, the manufacturer's warranty shall apply for that piece of material or equipment.
- The Contractor shall prove one year warranty on all labor.