

SUPPLY AGREEMENT NO. 2218

Traffic Signal Cabinets for Street Operations

THIS **Traffic Signal Cabinets Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and J.Q & G Incorporated dba OB Traffic ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Traffic Signal Cabinets in response to Request for Bid No. **2218** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Contractor's bid response 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 Signal Cabinets 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. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.
- 2. Term.** This Agreement is for three years. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$226,500.00, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Tony Salinas Jr
Department: Street
Phone: 361-826-1610
Email: TonyS@cctexas.com

5. **Insurance.** 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.
6. **Purchase Release Order.** For multiple-release purchases of products to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of products 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 products will remain with the Contractor until such time as the products are delivered and accepted by the City.
7. **Inspection and Acceptance.** City may inspect all products supplied before acceptance. Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Contractor, a replacement product may be bought by the City on the open market and any costs incurred, including additional costs over the item's bid 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.

9. **Quality/Quantity Adjustments.** Any 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 products 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 in an attachment to this Agreement. 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.

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: Tony Salinas Jr
Title: Traffic Signal Superintendent
Address: 2525 Hygeia St, Corpus Christi, TX 78415
Phone: 361-826-1610
Fax: 361-826-1627

IF TO CONTRACTOR:

J.Q & G Incorporated dba OB Traffic
Attn: Paul Omiyo
Title: President of Operations
Address: 501 - E Marshall Avenue SW, Roanoke, VA 24016
Phone: 540-588-7625
Fax: 540-685-2354

17. **CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS**

AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

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

19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

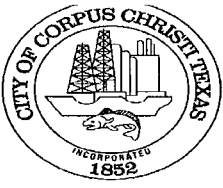
20. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

21. 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.

- 22. 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).
- 23. 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.
- 24. 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.
- 25. 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.

(SIGNATURE PAGE FOLLOWS)



ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements

- A. The Contractor shall provide traffic signal cabinets as per specification outlined in this Scope of work.
- B. The intent of this specification is to describe the minimum acceptable design and operational requirements for a TS-2 Type 1 Cabinet assembly and shall conform to NEMA Traffic Controller Assemblies Standards Publication TS-2-2003v 02.06 or latest edition. A copy of approved drawings is attached.
- C. The Cabinet shall include the components listed below to form a completely functional 8 phase traffic control cabinet (see specifications for individual components requirements)
 - 1. One Type16LEip Smart- Monitor Malfunction Management Unit (MMU-2) with Ethernet port, Make: EDI
 - 2. One Power supply, Make: EDI
 - 3. Four Bus Interface Units (BIUs), Make: EDI
 - 4. Sixteen Load Switches, Make: EDI
 - 5. Eight Flash Transfer Relays, Make: EDI
 - 6. One Solid State Flasher, Make: EDI
- D. There shall be no changes accepted in the materials/parts after the contract is awarded.
- E. The Contractor shall follow the latest editions of National Electrical Manufacturers Association (NEMA) Traffic Control Systems Standards Publications, Texas Manual on Uniform Traffic Control Devices (TMUTCD, Manual on Uniform Traffic Control Devices (TMUTCD), American Association of State and Highway Transportation Officials (AASHTO) Standard specifications for Structural Support for Highway Signs, Luminaries and Traffic Signals.

1.2 Cabinet Standards

A. Exterior

16 load bay cabinets NEMA Size 6 shall be supplied and cabinets shall meet the following criteria:

- 1. Materials shall be 5052-H32 0.125-inch thick aluminum.
- 2. The aluminum shall have mill finish per NEMA TS-2-2003v02.06 7.7.3 or latest edition
- 3. Door hinge shall be of the continuous type with a stainless-steel hinge pin. Rivets shall not be used to attach the hinge.
- 4. All external fasteners shall be stainless steel.
- 5. The door handle shall be stainless steel.
- 6. Seams around fan or fan mounting plate shall be sealed with clear RTV silicone.

7. There shall be no holes in the top of cabinet.
8. The doorstop rod shall be steel rod. The brackets attaching the stop rod to the door and cabinet shall be aluminum and welded in place.
9. This switch shall be wired to place an input to Alarm 1 (BIU # 2 Pin 23b) when the cabinet door is opened.

B. Shelf Height

1. The cabinet shall have two shelves installed.
2. The backboard shall be mounted under the bottom shelf, NOT BEHIND IT.

C. Ventilating Fan Assembly

1. Two ventilating fans shall be provided and controlled by one thermostat.
2. Each fan motor shall be equipped with sealed ball bearings.
3. Fans shall be mounted inside the cabinet on the left and right above the door opening behind the front end of the cabinet.
4. Fan must have fan guard

D. Air Filter Assembly

1. Air filter shall be one-piece re-useable aluminum filter and shall be held in place metal thumbscrews at each corner.
2. Air filter shall be 16" x 12" x 1".

E. Cabinet Light Assembly

1. An 18" to 24" cool white LED light strip with protective lens.
2. The fixture shall be factory made and all components shall be housed in a factory-made strip fixture enclosure
3. An on/off switch that is turned on when the cabinet door is opened and off when it is closed shall activate the cabinet light.

F. Pull out Drawer Assembly

1. A pull-out drawer shall be installed, centered on the bottom shelf.
2. The drawer shall be made of aluminum and come out on full extension drawer slides.
3. There shall be a compartment for documentation storage.
4. The lid shall be hinged at the rear, to gain access to the storage area.
5. The drawer will be used to store documents as well as support a notebook computer.
6. The drawer slides shall be of the ball bearing type.
7. Dimensions of the drawer shall be 24" wide x 13" deep x 2" tall.

G. Power Distribution Panel Design and Construction

1. The power panel shall consist of a separate module, securely fastened to the right-side wall of the cabinet.

2. The power panel shall be wired to provide the necessary filtered power to the load switches, flashers and power bus assembly.
3. It shall be manufactured from 0.090 inch, 5052-H32 aluminum with a removable plastic front cover.
4. The panel shall be of such design to allow a technician to access the main and auxiliary breakers without removing the front cover.
5. The power panel shall house the following components
 - a. A minimum of one 20-amp main breaker
 - I. The breaker shall supply power to the controller, MMU, signals, cabinet power supply and auxiliary panels.
 - II. Breakers shall be at minimum a thermal magnetic type, U.L listed for HACR service, with a minimum of 10,000 amp interrupting capacity
 - b. Two 15-amp, auxiliary breakers
 1. The first breaker shall supply power to the fan, light, utility receptacle, flash circuit and two auxiliary standard receptacles (one on each side of the cabinet) just above the top shelf.
 2. The second breaker shall be installed as a spare breaker.
 3. Both circuit breakers line side shall have a jumper between each other and will be fed from an external main circuit breaker.
 - c. An EDCO SHA-1250(or exact approved equal) surge suppressor shall be installed on the 120V AC incoming line. The alarm output from the suppressor shall be connected so that it places an input to Alarm 2(BIU # 2 Pin 24a) when the unit fails.
 - d. A normally open seventy-five (75) amp solid state replay.
 - e. A minimum of an eight-position neutral bus bar capable of connecting three # 12 AWG wires per positions shall be provided.
 - f. A minimum of six position ground bus bar capable of connecting three # 12 awg wires per position shall be provided.
 - g. Outlet
 - I. One outlet shall be installed in the cabinet for maintenance use to be mounted and easily available.
 - II. Two convenience outlets shall be installed one on each side of the cabinet just above the top shelf to be used for communication equipment.

H. Inside Control Panel Switches

1. The inside door panel shall contain three switches
 - a. Auto/Flash
 - b. Stop Time On/Off
 - c. Test/Normal
2. Door panel switches shall be hard wired.

3. The AUTO/FLASH switch shall have two positions:
 - a. AUTO
 - b. Flash
 - c. This switch shall permit the intersection to flash and allow the CU to cycle.
 - d. When in the FLASH position, this switch shall provide an input to Alarm 3(BIU # 2, Pin 19b) and shall not remove power from the CU, MMU, or BIU's
 - e. When this switch is placed in the AUTO position, it shall NOT initiate the CU start up sequence.
4. The STOP TIME switch shall have two position
 - a. ON
 - b. OFF
 - c. This switch shall stop time the CU when in the "ON" position.
5. The TEST/NORMAL switch shall have two positions – TEST and Normal

I. Police Panel Switches

1. A locking auxiliary Police door shall be provided within the main door that will allow access to a panel of switches for Police manual control.
2. Police panel shall contain two switches
 - a. AUTO/FLASH switch shall have
 - I. Two positions – AUTO and FLASH
 - II. The switch shall operate according to TS-2-2003 v02.06 section 5.5.3.10 Figure 5-5 or latest edition
 - III. When in the flash position, this switch shall provide an input to BIU # 2 Pin 22b.
 - IV. When the switch is placed in the AUTO position the CU shall enter the Start-Up Flash see (TS2-2003 v02.06 3.9.1.1 or latest edition)
 - b. Manual/Automatic Switch shall have:
 - I. Two positions – Manual and Automatic
 - II. Applies a Manual Control Enable input to the controller and will allow the Manual Advance Push Button to be active
 - III. Switch shall override any external controls in effect
 - c. Signal Manual Advance Push Button shall have:
 - I. Shall be on six-foot cord
 - II. The switch shall have a Manual Advance push button switch as specified in TS-2-2003 v02.06 section 3.5.5.5 item 6 & 7 or latest edition

J. Cables

1. All cables shall be of sufficient length to access any shelf position.
2. All cables shall be encased in a protective sleeve along their entire length.

3. The cabinet shall be equipped with two extra Port 1 (SDLC) cables, properly terminated for use.
4. Shall provide power adapters for TS-2 Type 1 and TS-2 Type 2 Controller Unit.

K. Flash Operation

When the cabinet is in MMU Flash, BIU # 2 Pin 23a shall also be asserted.

L. Wire Termination

1. All connector-wiring harnesses shall terminate all wires on the terminal blocks, whether the wires are utilized or not.
2. This shall pertain to all devices being installed at the factory or in the field.

M. Backboards

1. The terminal and facilities (TF) shall be a sixteen position, NEMA Type 1 configuration four as shown in TS-2-2003v02.06 5.3.1.1 Table 5.2 or latest edition
2. Load switches shall be arranged as follows:
 - a. LS1-LS8 shall be wired and labeled as Vehicle Channels.
 - b. LS9-LS12 shall be wired and labeled as Pedestrian Channels.
 - c. LS13-LS16 shall be wired and labeled as Overlap Channels.
3. All wires terminated behind the backboards as well as any additional panels shall be soldered. No pressure or solderless connectors shall be used.
4. The backboard shall be hinged at the bottom and be secured at the top with thumbscrews or wing nuts.
 - a. The thumbscrews or wing nut shall be retained such that when loosened to access the background they will not become separated and fall.
 - b. The background shall pivot a minimum of 90 degree from the vertical position to the horizontal position, with no interference, to facilitate access to wiring and components on the back of the panel.
 - c. The backboard shall be centered on the back panel of the cabinet.

N. Section 5.3.5 Power Supply: NEMA Traffic Control Systems Standard Publication TS 2-2003v03.06 shall be amended to provide a power connection adapter for TS2 Type 1 Controller Units.

O. Input/output Terminals

As a minimum the terminal shall be provided for the input/output signals listed in NEMA TS-2-2003 v02.06 5.3.1.2 Table 5-3 or latest edition for configuration 1 and the following:

Function	Purpose
Alarm 1	Cabinet Door Open
Alarm 2	Lightning Suppression Fail
Alarm 3	Technician Flash
Alarm 4	UPS Status

P. Controller Unit Power Up

The CU shall be powered through the "Start-Delay Relay" circuit of the MMU.

Q. Flashing Operation

All cabinets shall be wired to flash RED for all phases.

Flashing display shall alternate between phases 1-4 and phases 5-8.

R. Detector Rack

1. Two detector racks shall be installed in the cabinet.
2. The detector rack shall conform to NEMA configuration 2(NEMA TS-2-2003 v02.06 5.3.4 or latest edition).
3. Each rack shall be addressable for BIU8-BIU11.
4. An address configuration label shall be easily viewable per detector rack.

S. Field Terminal Locations

1. Field terminals shall be located at the bottom of the backboard.
2. Their order shall be left to right beginning with Phase one and following the order of the load switches.
3. Screw type terminal shall be used.

T. Bus Interface Unit

1. Bus interface units (BIUs) shall as a minimum meet all NEMA Traffic Control Systems Standard Publication TS-2-2003 v02.06 Section 8 or latest edition requirements.
2. All BIUs shall provide three separate front panel indicator light emitting diode (LED) for: Power, Transmit, Valid Data.
3. Cabinets shall be provided with four BIUs.
 - a. Two for Terminals and Facilities (TF).
 - b. Two for detector rack.

U. Cabinet Power Supply

1. The Cabinet power supply shall meet minimum all NEMA Traffic Control Systems Standard Publication TS-2-2003 v02.06 Section 5.3.5 or latest edition requirements.
2. All power supplies shall also provide a separate front panel indicator LED for each of the four outputs.
3. Front panel banana jack test points for 24VDC and logic ground shall be provided.
4. The Cabinet power supply shall be shelf mounted and shall not be attached to the back panel or shelf.

V. Flash Transfer Relay

All eight flash transfer relays shall as a minimum meet NEMA Traffic Controls Systems Standard Publication TS-2-2003v02.06 Section 6 or latest edition requirements

W. Load Switches

All load switches shall as a minimum meet NEMA TS-2-2003 v02.06 Section 6 or latest edition requirements

X. Inductive Loop Detector

Section 6 of NEMA Traffic Control Systems Standard TS-2- 2003 v02-06 shall be amended to delete section 6.5 "Inductive Loop Detectors"

Y. Power Connector Adapter

Section 5.3.5 of NEMA TS-2 2003 v02.06 shall be amended to provide a power connector adapter for TS2 Type 2 as well as a connector for TS2 Type 1 Controller Units.

1.3 Order Placement and Delivery

- A.** The Contractor shall deliver traffic cabinets as per specification outlined in this Scope of Work and approve drawings.
- B.** Once order is placed, the acceptable lead time for delivery is within 4 to 6 weeks.
- C.** During first delivery, the Contractor shall provide 2 copies of the programming and operations manuals and two copies of the repair documentation for the equipment.
- D.** A permanent label/bar code with the serial number and date of manufacturer shall be attached to Bus Interface Unit and Cabinet Shell (on the inside of cabinet door)
- E.** A list of serial number and manufacturing dates shall be provided with each equipment.
- F.** Deliveries will be accepted Monday to Friday (excluding City Holidays) between the hours of 8:00 AM to 4:00 PM, Central Standard Time
- G.** Delivery FOB: 2525 Hygeia Street, Corpus Christi, TX 78415.

1.4 Contract Pricing

- A.** The quantity mentioned in the bid/pricing form is an estimated quantity for 3 years. The City will place an order of approximately 10 traffic cabinet every year for 3 years. From current and future requirement, we have estimated that the City will order minimum of 15 traffic cabinets over three years.
- B.** The Unit price is inclusive of labor, materials, equipment, transportation and all other expenses which are required to complete the work in accordance with the drawings and specifications.
- C.** The Unit Price offered for FOB destination; Freight included.
- D.** The Unit price will remain fixed during the term of the contract.

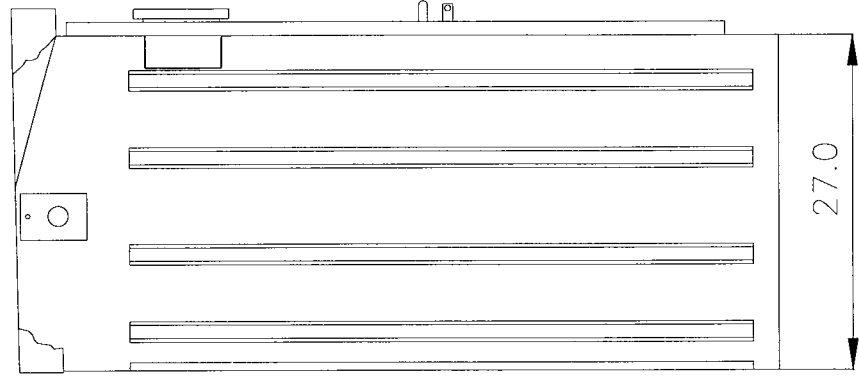
1.5 Invoicing

The Contractor shall invoice after each delivery. The Contractor invoice shall contain Supply Agreement No, Delivery Address, Product Type and Quantity.

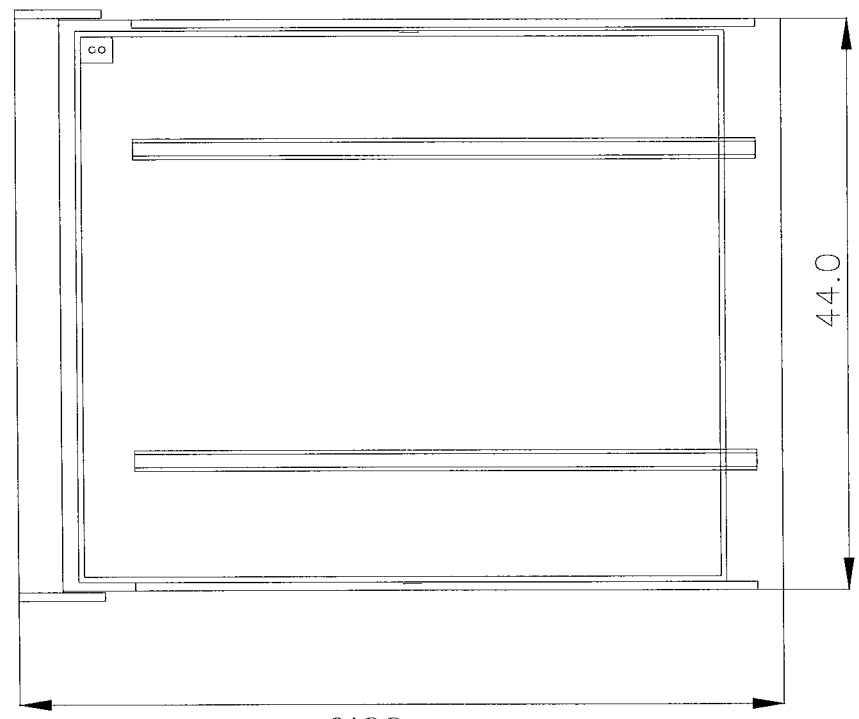
1.6 Contractor Quality Control and Superintendence

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 Supplier will also provide supervision of the work to insure it complies with the contract requirements.

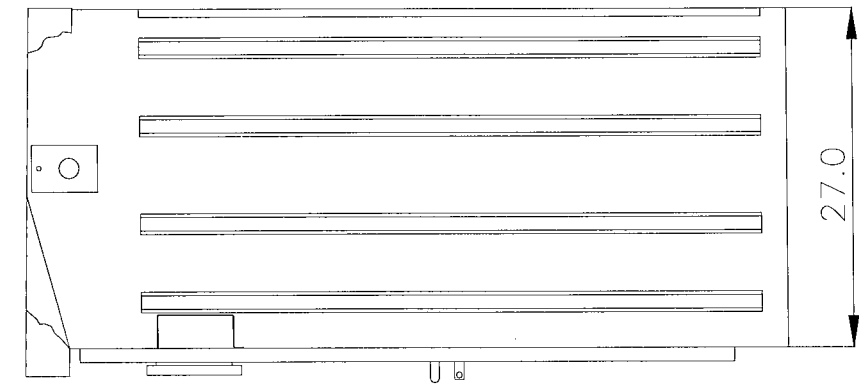
RIGHT SIDE VIEW



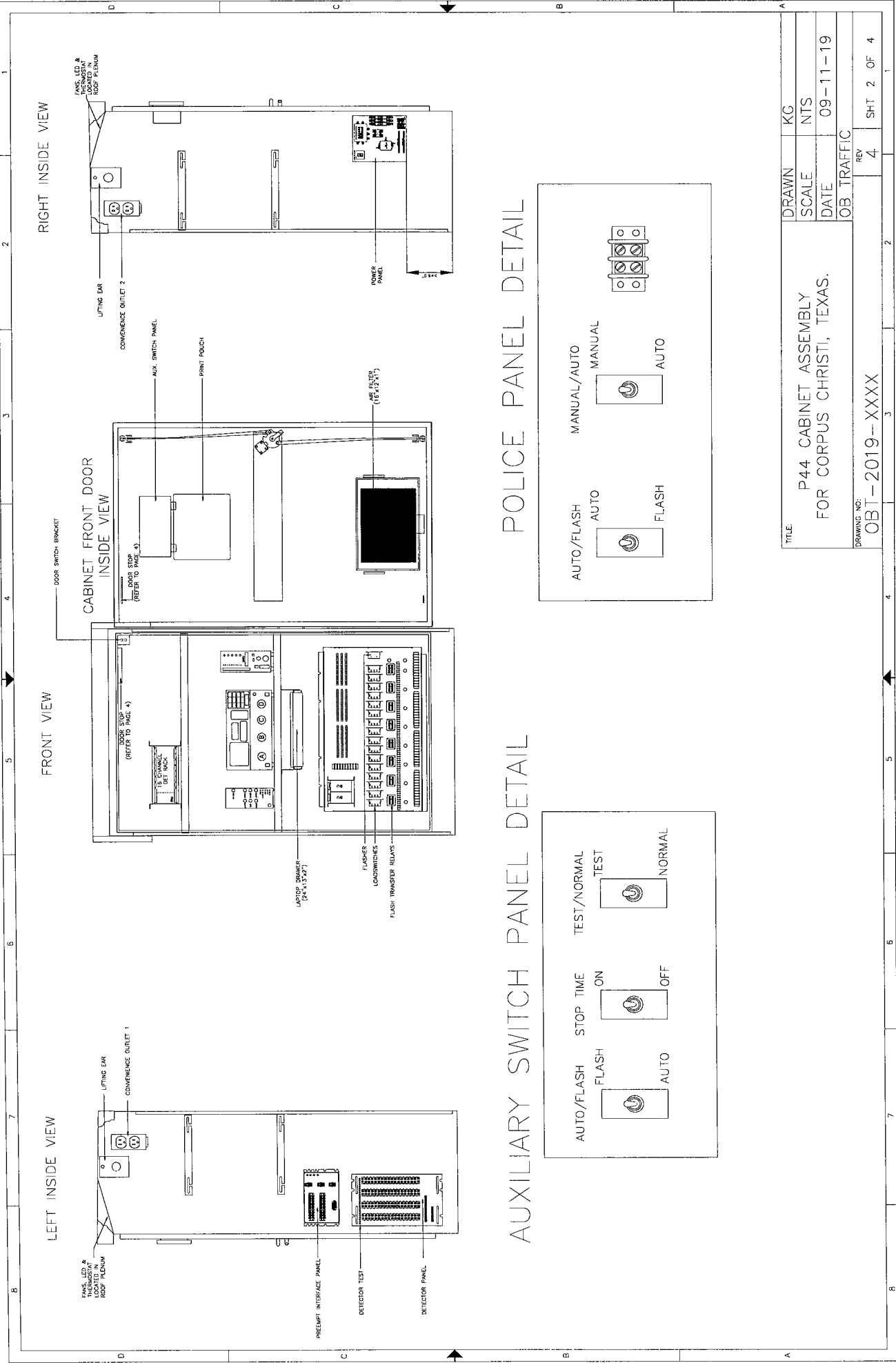
FRONT VIEW



LEFT SIDE VIEW

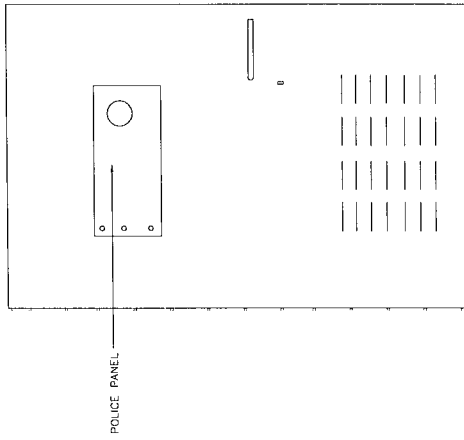


TITLE:	DRAWN	KC
	SCALE	NTS
	DATE	09-11-19
	OB	TRAFFIC
DRAWING NO.:	OBT-2019-XXXX	
	REV	4
	SHT	1 OF 4



TITLE:	P44 CABINET ASSEMBLY FOR CORPUS CHRISTI, TEXAS.	DRAWN	KC
SCALE	NTS	DATE	09-11-19
DRAWING NO.:	OBT-2019-XXXX	REV	4
OBJ. TRAFFIC		SHT. 2 OF 4	

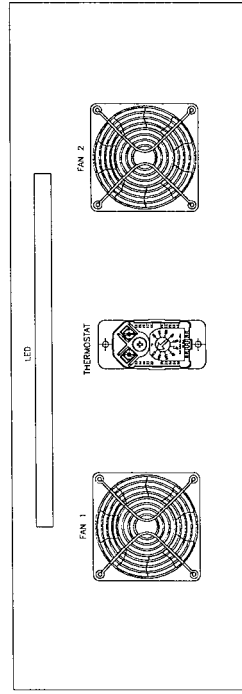
CABINET FRONT DOOR
FRONT VIEW



NOTES:

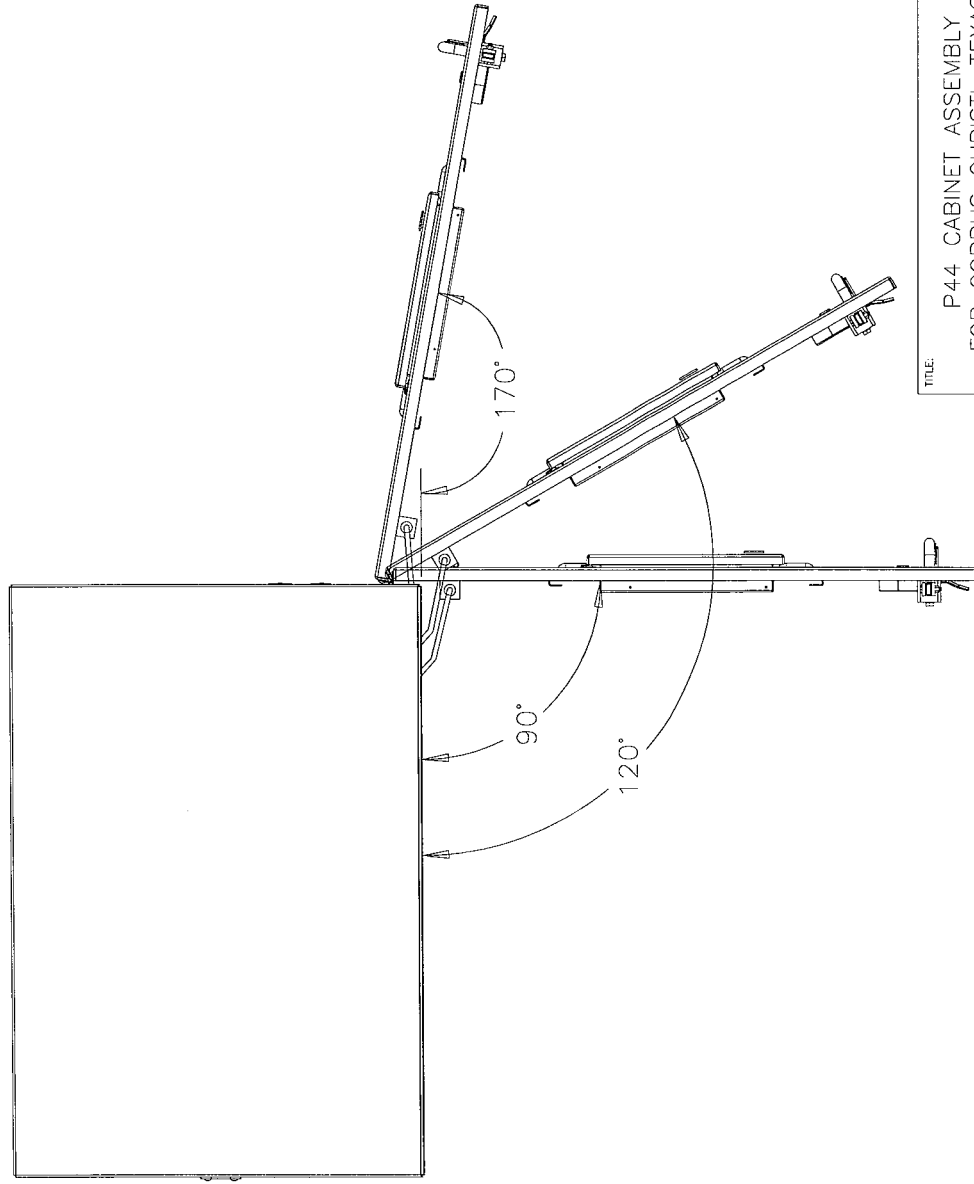
1. ALL DIMENSIONS ARE IN INCHES.
2. CABINET MATERIAL SHALL BE 5052-H32 0.125" THICK.
3. CABINET FINISH SHALL BE NATURAL MILL FINISH.
4. POLICE MANUAL CORD NOT SHOWN.

ROOF PANEL DETAIL



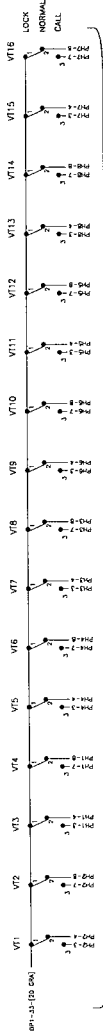
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P44 CABINET ASSEMBLY		SCALE		NIS	
FOR CORPUS CHRISTI, TEXAS.		DATE		09-11-19	
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OBT-2019-XXXX		4		4	
		OB TRAFFIC			

3-POSITION DOOR STOP DETAIL



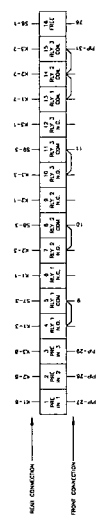
TITLE:	P44 CABINET ASSEMBLY FOR CORPUS CHRISTI, TEXAS.			DRAWN	KG
				SCALE	NTS
				DATE	09-11-19
DRAWING NO:	OBT-2019-XXXX			OB	TRAFFIC
				REV	4
				SHT	4 OF 4

VEHICLE DETECTOR TEST 1-16

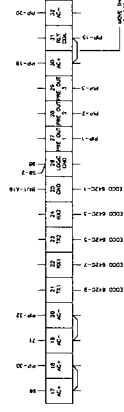
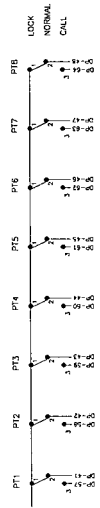


CABLE FOR DET RACK TERMINATIONS

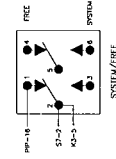
PREEMPT INTERFACE PANEL (PIP)



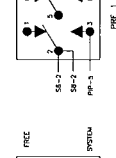
PEDESTRIAN DETECTOR TEST 1-8



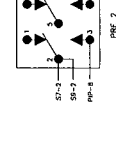
S6



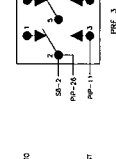
S7



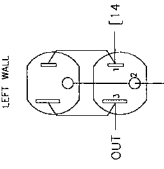
S8



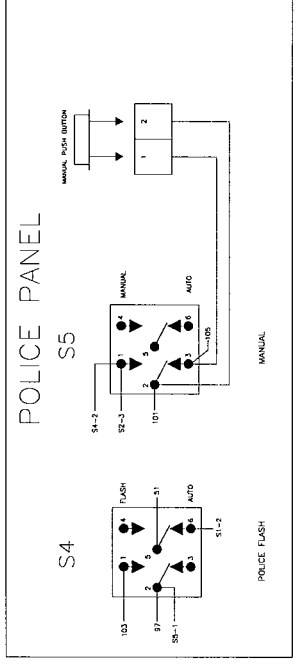
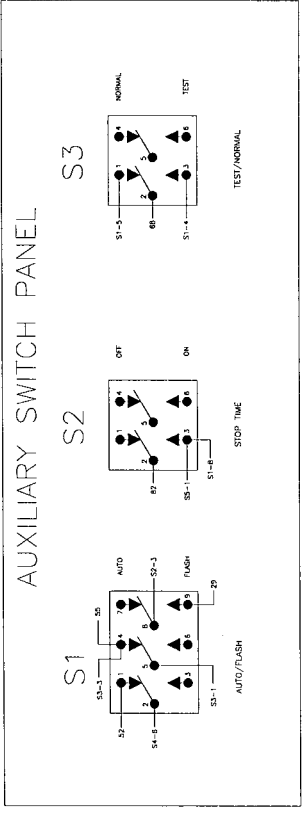
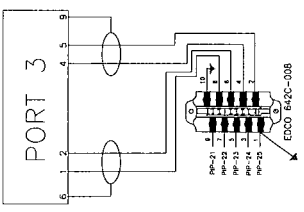
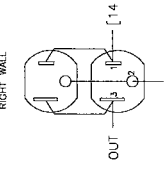
S9



CONVENIENCE OUTLET 1



CONVENIENCE OUTLET 2

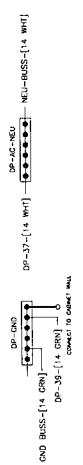
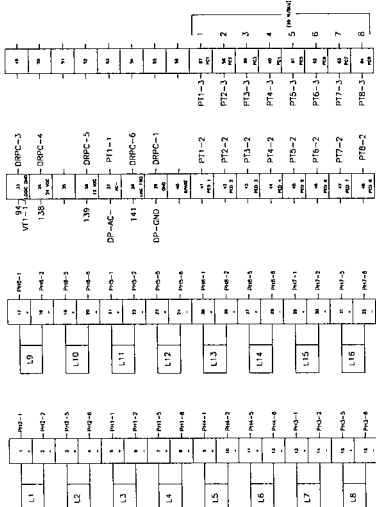


15 IS TYPE 6 CABINET FOR COPUS CHRISTI, TX.	DRWING	OC 10-10-19
DRWING NO. 2015-082728-144-COPUS	REV 4	SHT 2 OF 3

16 CHANNEL DET. RACK

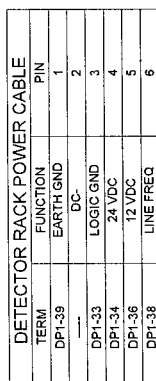
BUU-9	Channel 1	Channel 2	Channel 3	Channel 4	Channel 5	Channel 6	Channel 7	Channel 8	Channel 9	Channel 10	Channel 11	Channel 12	Channel 13	Channel 14	Channel 15	Channel 16

DETECTOR PANEL (DP)

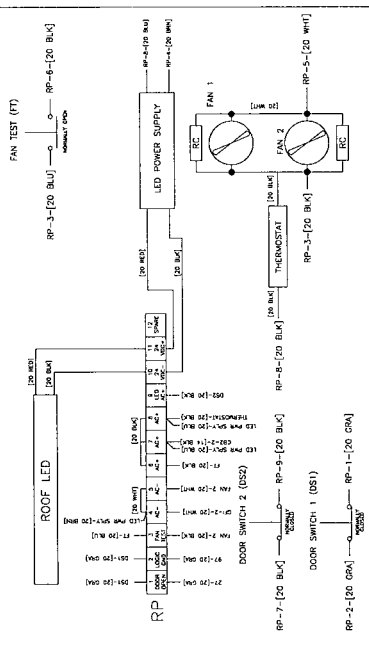


DRPC

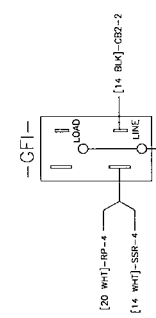
TERM	FUNCTION	PIN
DPI-39	EARTH GND	1
DPI-33	DC	2
DPI-34	LOGIC GND	3
DPI-36	24 VDC	4
DPI-38	12 VDC	5
DPI-38	LINE FREQ	6



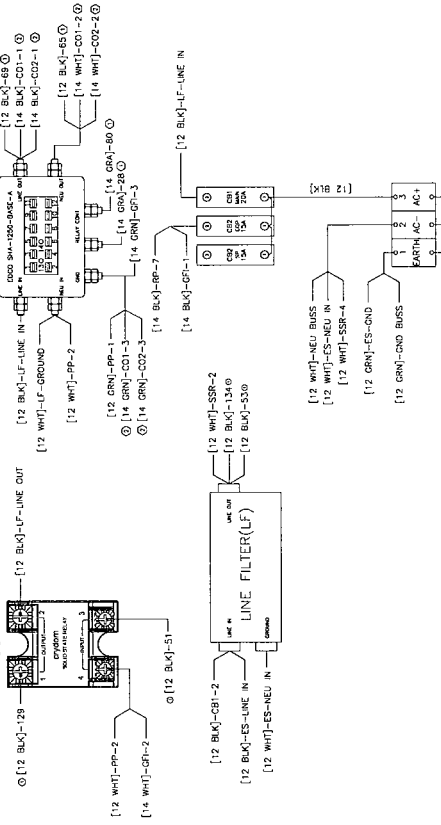
ROOF PANEL -RP-



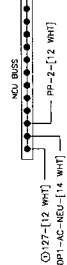
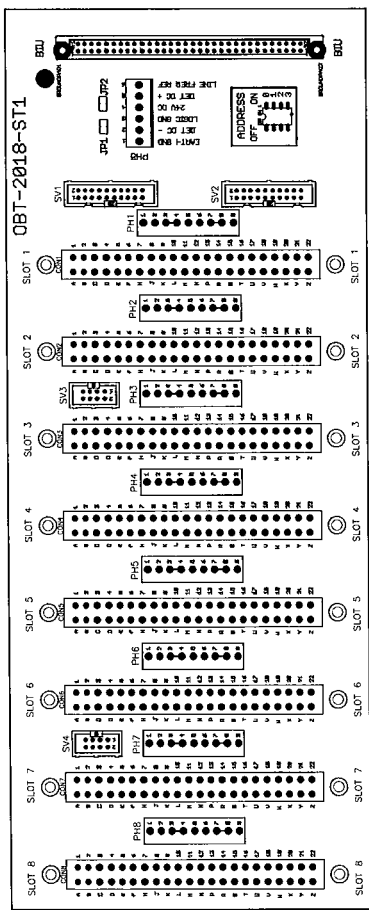
POWER PANEL -PP-



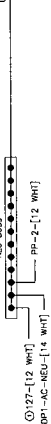
SOLID STATE RELAY SSR



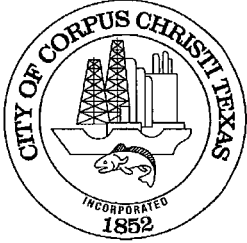
DETECTOR RACK PCB REAR VIEW



REMOVE JUMPER TO ISOLATE AC- FROM GND



16 LS TYPE 6 CABINET FOR CORPUS CHRISTI, TX. DRAWING NO. 2019-05-081208-P44-CORPUS. REV. 4. SHEET 3 OF 3



**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
DEPARTMENT
BID FORM**

**RFB No. 2218
Traffic Signal Cabinets**

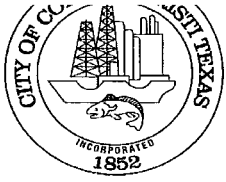
Date: 07.09.2019

Bidder: OB Traffic

Authorized Signature: 

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	UNIT	QTY- 3 Years	Unit Price	Total Price
1	Traffic Signal Cabinet Assembly, NEMA TS-2 Type 1	EA	30	\$ 7,550.00	\$ 226,500.00
Total					



ATTACHMENT C: INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. 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 on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

C. In the event of accidents of any kind related to this contract, 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 statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.

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 renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit 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, 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 thirty (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 (10) calendar days advance written notice for nonpayment of premium.

E. Within five (5) 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.

- 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 stop work hereunder, and/or withhold any payment(s) 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 contract.
- 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 contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2019 Insurance Requirements

Purchasing

Supply and Delivery of Traffic Signal Cabinets

04/23/2019 sw Risk Management

BONDS

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

ATTACHMENT D: WARRANTY REQUIREMENTS

- A. The Contractor shall warrant their product to be free from defect in design and operation and shall meet requirements as per approved drawings, NEMA standards and Scope of work.
- B. The term of the warranty for the traffic cabinet is two years and one year for EDI components. The warranty will begin from the date of acceptance of traffic components and its components.
- C. If a malfunction occurs during the warranty period, the Contractor shall, within two weeks after notification, furnish a like unit, module, or auxiliary equipment for use while the warranted unit is being replaced.
- D. While under warranty, the repair of any unit shall be the responsibility of the Contractor.
- E. Any unit experiencing a total of three failures that has twice been returned to the Contractor for repair shall be replaced with a new unit of the same type at no charge to the City.
- F. The replacement unit warranty shall be that of a new unit.
- G. Malfunctions do not include damage by lightning, power surges, negligence, acts of God, or use of equipment in a manner not originally intended by its manufacturer.
- H. During warranty period, the contractor shall pay all the shipping charges.