

## SERVICE AGREEMENT NO. 3678

### HARBOR BRIDGE DECORATIVE LIGHT REMOVAL

THIS **Harbor Bridge Decorative Light Removal Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Pfeiffer and Son, LTD, by and through its general partner, CL Pfeiffer, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Harbor Bridge Decorative Light Removal Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 2. Term.** The term of this Agreement is six months with the period of performance laid out in Attachment A.
- 3. Compensation and Payment.** Regardless of any language to the contrary in the Contractor's Quote, this Agreement is for an amount not to exceed \$448,725.00. Any additional charges must be approved in writing in accordance with Section 14 of this Agreement. Payment will be made for Services after they are completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Contractor's Quote, 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.

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:

Frank De Los Santos  
Information Technology  
[FrankD@cctexas.com](mailto:FrankD@cctexas.com)  
Phone: 361-826-3047

**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. The certificate of insurance must be provide on the State's Form 1560 Certificate of Insurance and comply with all requirements of the Texas Department of Transportation for these Services. The insurance requirements are as laid out in the State's Form 1560 Certificate of Insurance, a copy of which is attached here to as Attachment C and incorporated by reference.

(B) Before performance can begin under this Agreement, Contractor must furnish Performance and Payment Bonds, each in an amount equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract Documents. These Bonds are to remain in effect until 1 year after the date of final payment. Bonds furnished by the Contractor must meet the requirements of Texas Insurance Code Chapter 3503, Texas Government Code Chapter 2253, and all other applicable Laws and Regulations and must be in a format approved by the City Attorney. The City's approved form for the Performance and Payment Bonds is attached hereto as Attachment D and incorporated by reference.

**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. Inclement Weather Lost Days.** City and Contractor anticipate the possibility of two inclement weather lost days that could delay the Contractor's work on the

Project. Those two days are included in the quoted price laid out in Attachment B, and not subject to an additional charge even if the number of actual inclement weather lost days exceeds two. The Parties understand that an amendment, in accordance with Section 14, will be necessary to allow additional payment for any cited inclement weather lost days beyond the two allotted here. No day may be considered an inclement weather lost day unless the amount of rain measured by the National Weather Service at the Power Street Stormwater Pump Station is 0.50 inch or greater.

**9. Warranty.**

(A) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

(B) Contractor warrants and guarantees to City that Services are performed in accordance with Attachment A and are not Defective. Contractor assumes and bears responsibility for costs and time delays associated with variations from the requirements of Attachment A.

(C) Contractor agrees that City does not supervise, direct, or have control or authority over, and is not responsible for Contractor's means, methods, techniques, sequences, procedures, safety precautions and programs, or for failure of Contractor to comply with Laws and Regulations applicable to the performance of the Services. Contractor is responsible for protecting the safety and welfare of persons when performing the Services and must comply with latest provisions of the Occupational Safety and Health Administration and other Laws and Regulations.

**10. Prevailing Wage Rates.** Contractor and any subcontractors employed on this Project shall pay not less than the rates established by the City as required by Texas Government Code Chapter 2258. The prevailing wage rates are as laid out in the Wage Rate Decision attached hereto as Attachment E, which is incorporated by reference as if laid out herein in its entirety. Contractor and its subcontractors are required to pay laborers and mechanics an overtime rate of not less than one and one-half times the basic rate for all hours worked in excess of forty hours in a given workweek.

**11. 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.

- 12. 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.
- 13. 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 resell services performed by a subcontractor that was not approved in accordance with this paragraph.
- 14. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 15. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 16. 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.
- 17. 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: Name

Title

Address

Phone:

Fax:

**IF TO CONTRACTOR:**

Company Name

Attn: Name

Title

Address

Phone:

Fax:

**18. 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.**

**19. 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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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);
  - B. its attachments (excluding the Contractor's quote, which is attached Attachment B); then
  - C. Attachment B.
- 25. 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.
- 26. 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.

- 27. 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.
- 28. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**CONTRACTOR**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Peter Collins  
Director of Information Technology

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

**APPROVED AS TO LEGAL FORM:**

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

- Attached and Incorporated by Reference:**  
Attachment A: Scope of Work  
Attachment B: Contractor's Quote  
Attachment C: Insurance Requirements  
Attachment D: Bond Templates  
Attachment E: Wage Rate Determination



## **ATTACHMENT A: SCOPE OF WORK**

- I. Contractor shall remove the existing Harbor Bridge decorative lighting system including all lights, conduit, wire, fiber, boxes, and Unistrut support / hardware.
- II. Contractor will coordinate with utility company to disconnect the existing service and remove all electrical components.
- III. Contractor will provide traffic control on and around the bridge as required to safely and timely complete the work.
- IV. Contractor shall begin the work within 10 calendar days following receipt of a Notice to Proceed on this project and complete all work within 90 calendar days, after beginning the work.

## ATTACHMENT B: CONTRACTOR'S QUOTE

# PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

May 12, 2021

RE: Harbor Bridge Lighting Equipment Support Complete Removal 10 Week Mobilization

We are pleased to offer for your consideration the following quote for the proposed bridge lighting emergency lighting removal. We propose to provide all labor, and equipment needed to complete this work for a not to exceed \$448,725.00. This Mobilization Includes the following:

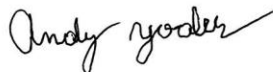
- 1) Pfeiffer's scope includes removing all bridge lighting material including all lights, conduit, wire, fiber, boxes, and Unistrut supports/ hardware. We will start on the north side of the bridge and work our way to the south completely demoing all existing lighting components.
  - i) We will coordinate with utility company to disconnect the existing service and removal all electrical components.
  - ii) This quote includes the removal of all existing lighting, electrical and data equipment on the Harbor Bridge.
- 2) This quote includes the following.
  1. One 180' man lift for 24 days includes delivery and pick up.
  2. One 135' man lift for 24 days includes delivery and pick up.
  3. Two 80' man lift for 36 days includes delivery and pick up.
  4. Single lane closure per TXDOT requirements for an estimated 32 days.
  5. Saturday double lane closure per TXDOT requirements for and estimated 4 days.
  6. Crane rental with man basket for an estimated 4 days.
  7. Eight 40 Yard Roll Off Containers for waste removed including all fixtures, existing conduit, boxes, and light supports.
- 3) Scope includes driving up on a Sunday, receiving the lifts and roll off container on Monday morning, start removing existing fixtures, boxes, conduit, electrical cable/ fiber, and Unistrut/ hardware. then returning the lifts on the final day of work and driving back to La Porte.
- 4) Our work schedule includes 4 workers starting work at 6 Am to 5 Pm Monday – Saturday for approximately 60 working days. Approximately 2,400 - man hours plus Per Diem, travel time, and lodging.

To avoid confusion, we offer the following clarifications:

1. Aerial man lift is included per the above.
2. This proposal does include traffic control on the bridge as required.
3. The previous quote is based upon information provided by the customer. If the actual conditions or requirements deviate from the provided information this quote may have to be re-evaluated and re-priced.
4. Insurance coverage is at our standard levels.

If you have any questions or need additional information, please feel free to contact me at (281)471-4222.

Sincerely,



Andy Yoder

PHONE: (281) 471-4222 \* FAX: (281) 471-6856

P.O. BOX 1116 \* 116 N. 16<sup>TH</sup> STREET

LA PORTE, TEXAS 77572

Regulated by the Texas Department of Licensing and Regulation

PO Box 12157, Austin, TX 78711; (800)803-9202; (512)463-6599

[www.license.state.tx.us](http://www.license.state.tx.us)

Adopted Administrative Rules: 73.51(c) Electrical Contractors Responsibilities

# PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

**Bid Date: May 12, 2021**

**Project Name: Harbor Bridge Lighting and Appurtenances Removal**

**SOV**

ITEM #	DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL
1	Mobilization / Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00
2	Equipment (Including Rental Equipment/Fuel, Pfeiffer Equipment, Crane Services, and waste removal)	1	LS	\$ 161,050.00	\$ 161,050.00
3	Traffic Control (Including signal and double lane closures as required per TXDOT specifications)	1	LS	\$ 49,000.00	\$ 49,000.00
4	Lodging	1	LS	\$ 65,250.00	\$ 65,250.00
5	Labor (Including Per Diem and Travel Time)	1	LS	\$ 163,425.00	\$ 163,425.00
				<b>TOTAL</b>	<b>\$ 448,725.00</b>
*	Inclement Weather Lost Day Cost Per Day If Inclement Weather Lost Days Exceeds Two Days	1	PD	\$ 5,000.00	\$ 5,000.00

We appreciate this opportunity to quote on this project. If you have any questions or need additional clarifications, please call us at (281) 471-4222.

Sincerely,  
**Andy Yoder**

PHONE-(281) 471-4222 \* FAX-(281) 471-6856  
P.O. BOX 1116 \* 116 N. 16TH. ST.  
LA PORTE, TEXAS 77572  
REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION  
CONTRACTOR'S LICENSE #18259  
P.O. BOX 12157 \* AUSTIN, TX 78711  
(800) 803-9209 \* (512) 463-6599 \* <http://www.tdlr.texas.gov/>  
ADOPTED ADMINISTRATIVE RULES: 73.51 @ ELECTRICAL CONTRACTORS' RESPONSIBILITIES

# ATTACHMENT C: INSURANCE REQUIREMENTS



## CERTIFICATE OF INSURANCE

Form 1560  
(Rev. 8/18)  
Previous editions of this form may not be used.  
Page 1 of 2

Agents should complete this form by providing all requested information, then either email, fax, or mail this form as noted at the bottom of page two. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_

**WORKERS' COMPENSATION INSURANCE COVERAGE:**

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: _____			Carrier Phone #: (____) ____-____	
Address: _____			City, State, Zip: _____	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation	_____	_____	_____	Not Less Than: Statutory - Texas

**COMMERCIAL GENERAL LIABILITY INSURANCE:**

Carrier Name: _____			Carrier Phone #: (____) ____-____	
Address: _____			City, State, Zip: _____	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance	_____	_____	_____	Not Less Than: \$ 600,000 each occurrence

**BUSINESS AUTOMOBILE POLICY:**

Carrier Name: _____			Carrier Phone #: (____) ____-____	
Address: _____			City, State, Zip: _____	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy	_____	_____	_____	Not Less Than: \$ 600,000 combined single limit

**UMBRELLA POLICY (if applicable):**

Carrier Name: _____			Carrier Phone #: (____) ____-____	
Address: _____			City, State, Zip: _____	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy	_____	_____	_____	_____

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

<b>Agency Name</b>	<b>Address</b>	<b>City, State, Zip Code</b>
_____	_____	_____
(____) ____-____	_____	_____
<b>Authorized Agent's Phone Number</b>	<b>Authorized Agent Original Signature</b>	<b>Date</b>

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

**NOTES TO AGENTS:**

Agents must provide all requested information then either email, fax, or mail this form as noted below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount on an Acord Form.

**To avoid work suspension**, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

**Binder numbers are not acceptable for policy numbers.**

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The Texas Department of Insurance (TDI) approved forms are the only acceptable proof of insurance for department contracts. The preferred Certificate of Insurance (COI) is on a 1560 or Acord form.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

**DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.**

The **SIGNATURE** of the agent is required.

**CERTIFICATE OF INSURANCE REQUIREMENTS:**

**WORKERS' COMPENSATION INSURANCE:**

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

**COMMERCIAL GENERAL LIABILITY INSURANCE:**

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

**BUSINESS AUTOMOBILE POLICY:**

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
	\$100,000 each occurrence
Property Damage	\$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

Completed forms may be submitted by any of the following methods:

Email: CST\_Insurance@txdot.gov  
Fax: (512) 416-2536  
Mail: Texas Department of Transportation  
CST – Contract Processing  
125 E. 11th Street  
Austin, TX 78701-2483

[Contact/Help](#)

## ATTACHMENT D: BOND TEMPLATES

**PERFORMANCE BOND**

**BOND NO.** \_\_\_\_\_

<p><b>Contractor as Principal</b>                  Name:                  Mailing address (<i>principal place of business</i>):</p>	<p><b>Surety</b>                  Name:                  Mailing address (<i>principal place of business</i>):</p> <p>Physical address (<i>principal place of business</i>):</p>
<p><b>Owner</b>                  Name: City of Corpus Christi, Texas                  Mailing address (<i>principal place of business</i>):                  Engineering Services                  1201 Leopard Street, 3<sup>rd</sup> Floor                  Corpus Christi, Texas 78401</p>	<p>Surety is a corporation organized and existing under the laws of the state of: _____</p> <p><i>By submitting this Bond, Surety affirms its authority to do business in the State of Texas and its license to execute bonds in the State of Texas.</i></p>
<p><b>Contract</b>                  Project name and number:</p> <p>Award Date of the Contract:                  Contract Price:</p>	<p>Telephone (<i>main number</i>):</p> <p>Telephone (<i>for notice of claim</i>):</p>
<p><b>Bond</b>                  Date of Bond:  <i>(Date of Bond cannot be earlier than Award Date of the Contract)</i></p>	<p>Local Agent for Surety                  Name:                  Address:</p> <p>Telephone:                  E-Mail Address:</p> <p><b><i>The address of the surety company to which any notice of claim should be sent may be obtained from the Texas Dept. of Insurance by calling the following toll-free number: 1-800-252-3439</i></b></p>

***Surety and Contractor, intending to be legally bound and obligated to Owner do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal faithfully performs the Work required by the Contract then this obligation shall be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of Chapter 2253 and Chapter 2269 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. Venue shall lie exclusively in Nueces County, Texas for any legal action.***

**Contractor as Principal**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Surety**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

*(Attach Power of Attorney and place surety seal below)*

**PAYMENT BOND**

**BOND NO.** \_\_\_\_\_

<p><b>Contractor as Principal</b> Name: Mailing address (<i>principal place of business</i>):</p>	<p><b>Surety</b> Name: Mailing address (<i>principal place of business</i>):  Physical address (<i>principal place of business</i>):</p>
<p><b>Owner</b> Name: City of Corpus Christi, Texas Mailing address (<i>principal place of business</i>): Engineering Services 1201 Leopard Street Corpus Christi, Texas 78401</p>	<p>Surety is a corporation organized and existing under the laws of the state of: _____  <i>By submitting this Bond, Surety affirms its authority to do business in the State of Texas and its license to execute bonds in the State of Texas.</i></p>
<p><b>Contract</b> Project name and number:     Award Date of the Contract: Contract Price:</p>	<p>Telephone (<i>main number</i>):  Telephone (<i>for notice of claim</i>):</p>
<p><b>Bond</b> Date of Bond: <i>(Date of Bond cannot be earlier than Award Date of Contract)</i></p>	<p>Local Agent for Surety Name: Address:  Telephone: E-Mail Address:  <b><i>The address of the surety company to which any notice of claim should be sent may be obtained from the Texas Dept. of Insurance by calling the following toll-free number: 1-800-252-3439</i></b></p>



***Surety and Contractor, intending to be legally bound and obligated to Owner do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal pays all claimants providing labor or materials to him or to a Subcontractor in the prosecution of the Work required by the Contract then this obligation shall be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of Chapter 2253 and Chapter 2269 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. Venue shall lie exclusively in Nueces County, Texas for any legal action.***

**Contractor as Principal**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Surety**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

*(Attach Power of Attorney and place surety seal below)*

## ATTACHMENT E: WAGE RATE DETERMINATION

"General Decision Number: TX20210029 01/01/2021

Superseded General Decision Number: TX20200029

State: Texas

Construction Type: Highway

Counties: Aransas, Calhoun, Goliad, Nueces and San Patricio  
Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date  
0                    01/01/2021

\* SUTX2011-010 08/08/2011

Rates            Fringes

CEMENT MASON/CONCRETE  
FINISHER (Paving & Structures)...\$ 12.64

FORM BUILDER/FORM SETTER  
Paving & Curb.....\$ 10.69  
Structures.....\$ 13.61

LABORER  
Asphalt Raker.....\$ 11.67  
Flagger.....\$ 8.81  
Laborer, Common.....\$ 10.25  
Laborer, Utility.....\$ 11.23  
Pipelayer.....\$ 11.17  
Work Zone Barricade  
Servicer.....\$ 11.51

PAINTER (Structures).....\$ 21.29

POWER EQUIPMENT OPERATOR:  
Asphalt Distributor.....\$ 14.25  
Asphalt Paving Machine.....\$ 13.44  
Mechanic.....\$ 17.00  
Motor Grader, Fine Grade....\$ 17.74  
Motor Grader, Rough.....\$ 16.85

TRUCK DRIVER  
Lowboy-Float.....\$ 16.62  
Single Axle.....\$ 11.61

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"