

SERVICE AGREEMENT NO. 5973

Striping, Pavement Markings, and Signage Maintenance

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

WHEREAS, Contractor has bid to provide Striping, Pavement Markings, and Signage Maintenance in response to Request for Bid/Proposal No. 5973 ("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 Striping, Pavement Markings, and Signage Maintenance ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. **Term.**

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

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

- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$1,500,000.00, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

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

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

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

Name: Curtis Ray
Department: Public Works
Phone: 361-826-3165
Email: CurtisR@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as

may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. Purchase Release Order. For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

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

9. Quality/Quantity Adjustments. Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Curtis Ray
Title: Public Works Infrastructure Manager
Address: 2525 Hygeia Street, Corpus Christi, Texas 78415
Phone: 361-826-3165
Fax: 361-826-1671

IF TO CONTRACTOR:

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

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

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


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

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

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

CONTRACTOR

Signature:  _____
Mitra Khan (May 2, 2025 05:23 CDT)

Printed Name: Mitra Khan

Title: President

Date: 05/02/2025

CITY OF CORPUS CHRISTI

Sergio Villasana
Director, Finance & Procurement

Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance and Bond Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 5973
Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A: SCOPE OF WORK

Background Information

The Public Works Department is responsible for the maintenance (installation, removal, and replacement) of striping and pavement markings (paint and thermoplastic) on City-maintained streets and parking lots (asphalt and concrete). This includes the ability to install shadow and contrast striping on concrete streets and maintain and upgrade artistic crosswalks. The City is seeking bids for these services to ensure safety and drivability. This will be a "not to exceed" contract and may only issue as many Delivery Orders as there is funding to cover.

Specification of Services

1. General

All striping, pavement markings and signage work is to be done in accordance with the City of Corpus Christ Standard Specifications for Construction, Section 0258 Temporary Traffic Controls During Construction. Section 0258 can be found online at [Microsoft Word - ENG-COCC-Std-Construction-Specifications-\(2022-03-21\).docx](#).

In addition, all pavement markings and striping shall meet the requirements of the Texas Manual on Uniform Traffic Control Devices, latest edition ([Texas Manual on Uniform Traffic Control Devices \(TMUTCD\)](#)) and City standards. Unless otherwise instructed by the Public Works Project Manager, all striping and pavement markings shall be placed in the same location and be the same dimensions prior to start of work.

2. Material and Application Specifications

a. Striping/Pavement Markings/Artistic Crosswalks

All pavement markings (paint and thermoplastic) must conform to City of Corpus Christ Standard Specifications for Construction, Section 0258. Prior to commencement of work, the Contractor shall provide the City with information about the name/type of paint and thermoplastic that will be utilized, along with MSDS sheets for the selected product. Applications include, but are not limited to:

- Centerline, edge and lane-line striping.
- Markings for crosswalks, curbs, speed humps, turn lanes, stop and yield lines, gores, accessible parking spaces and speed reductions.
- Words, symbols, arrows, numbers, letters, object markers, delineators, raised pavement markers and rumble strips.
- Bicycle lane pavement markings.
- Striping parking lots.
- Artistic crosswalks (maintenance, installation, removal and/or replacement).

- Downtown Management District curb markings for parking restrictions and loading zones.

b. Furnishing Labor and Materials

The Contractor shall furnish all labor, materials, equipment, tools (e.g. pickup trucks, striping trucks, etc.) necessary to perform scheduled and on-call work.

3. Surface Preparation

Before performing striping and pavement marking operations the roadway or parking lot must be cleared of all dirt, oil, grease, or other debris. It is the responsibility of the contractor to ensure that the area to be striped is dry and clean before work begins.

4. Removal of Existing Lines/Markings

Removal of existing thermoplastic or painted markings may be necessary to ensure the new thermoplastic or painted markings will adhere correctly. Removal shall be done by water blasting, unless otherwise approved by the Public Works Project Manager. The method chosen must completely eradicate the marking while not damaging existing pavement.

5. Right-of-Way Permit/Safety

The Contractor shall conduct striping, pavement marking and signage operations in a safe manner that causes minimum obstruction and inconvenience to the public. At least one lane of traffic shall be kept open in each direction, at all times unless otherwise directed or approved. It is the responsibility of the Contractor to obtain right-of-way permits, provide a traffic control plan, evidence of insurability prior to commencement of work in accordance with Municode Chapter 49.

The traffic control plan shall be developed, installed, and maintained by individuals that are trained and certified in accordance with guidance in the Texas Manual on Uniform Traffic Control Devices, latest edition ([Texas Manual on Uniform Traffic Control Devices \(TMUTCD\)](#)) and City Municode Section 49-3.

All work carried out by Contractor must be in compliance with all Federal OSHA Regulations and all applicable city, federal and state regulations. Contractor shall provide all required equipment, vehicles and personal protective gear required for field personnel to complete the job safely and correctly.

6. Work Schedule

Contractor is expected to work with the Public Works Project Manager to schedule striping, pavement marking and signage work. No work shall be performed on this contract during school zone hours, weekends or on holidays without prior approval from the Public Works Project Manager. Scheduled work must be completed within

one month of agreed upon work commencement date, unless an extension is granted by the Public Works Project Manager.

7. Pre-Striping Conference

The Contractor must meet with the Public Works Project Manager prior to the commencement of work, to discuss scheduled areas for striping, pavement marking, signage operations, methods and materials to be used, right of way permits, traffic control needs, scheduling, sweeping/area preparation, and any other logistical concerns that are relevant to the successful completion of work.

At the pre-striping conference, the Contractor will come prepared with the following items:

- Proposed schedule for completion of work
- List of materials proposed for use
- Right of Way Permit including proposed traffic control
- Spill recovery plan

The City will provide formats and forms to submit the above information.

8. Damages

The area in which contracted work is being completed shall be protected from any damage that could result from contractor operations. This mainly included protecting the pavement and existing markings and ensuring that all work is done in a neat manner. The contractor must inform the City of any and all damages that have been caused as a result of their work. The Contractor will be responsible for repairing, at their expense, any damages that are caused.

9. Annual Schedule and On-Call

Each contract term (annually) will have streets, parking lots and right-of-way areas that are scheduled for the contractor to complete. The Contractor must be able to mobilize and respond to City service requests 24 hours a day, 365 days a year, including holidays.

Scheduled work areas will change each contract term. The City will work with the Contractor during the pre-striping conference to coordinate work dates and other logistics. All scheduled work is expected to be completed by September 30 of each contract term.

In addition to the scheduled areas, the City may add several "on-call" areas for striping or marking as the need arises. The Contractor shall be prepared to respond to these requests per a schedule as agreed with the Public Works Project Manager, but no later than two weeks after assigned, unless weather prevents. The City estimates that approximately a 90% scheduled work / 10% on-call work split.

10. Interpretation of Specifications and Remedial Action

If a specific detail is omitted within work specifications, the Contractor shall regard the specifications as meaning that all work must be performed in a good and workmanlike manner. Work not specifically mentioned in the specifications that is necessary to provide a complete task according to established "trade standards" must be included in the job estimate and must conform in strength, quality of materials, and workmanship to what is usually provided in the trade.

The Contractor shall respond and resolve all deficiencies in performance of this contract within 7 business days (Monday-Friday) following notification by the City. The City shall provide notification in writing to the Contractor's designated manager. If performance deficiencies are not resolved by the Contractor within 7 business days to the City's satisfaction, the City shall have the option of hiring and paying for an outside Contractor to perform the work and/or terminating the contract for cause. Costs of hiring an outside Contractor shall be deducted from monies due to the Contractor. If the contract is terminated for cause, the Contractor shall be liable for the additional cost of the service during the remaining term of the Contract.

11. Measurement and Payment

Measurement and payment for all work specified in the Scope of Work will be made on a unit price basis. Pavement marking work is to be paid on a per foot basis for linear markings, such as crosswalks and stop bars, and on a per each basis for non-linear markings, such as lane use words and arrows. The method of measurement shall be approved by the Public Works Department prior to commencing work as follows:

- a. The method of measurement for installation and removal of striping shall be per lineal foot (LF) along the line of striping without deductions for gaps.
- b. For striping details that require multiple lines, the total length will count as a lineal foot of striping.
- c. For striping details that contain a mix of striping and reflectors, the cost to remove reflectors shall be included in the removal.
- d. Each (EA) will measure the method of measurement for installing and removing words, symbols, arrows, numbers, letters, object markers, and delineators.
- e. Areas unpainted between broken lines are not to be included in areas measured for payment.
- f. 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.
- g. The Contractor shall coordinate with the Public Works Department to establish initial unit rates as part of a fee schedule to be used for the

term of the contract. Unit rates for additional items added during the term of the contract shall be finalized prior to commencing work.

- h. Unit rates shall include standard items for pavement markings, striping, signs, and assemblies, as outlined in the Bid Form, installed during the contract's term.
- i. The unit rates paid per lineal foot, each, or other approved unit shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing signs, paint and thermoplastic striping and pavement markings.
- j. All invoices for payment must describe the task order, location, date work was completed, equipment, materials, rates, quantities 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 and quantities used in performing requested service.
 - Equipment used to perform service.
- k. 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.
- l. Traffic control costs are to be factored into the per foot price for striping work.

12. City Inspection and Approval

Prior to releasing payment for work completed under this contract, the Public Works Project Manager will inspect the work for any omissions or deficiencies in work. Any corrections or remedial work must be completed by Contractor before payment is released.

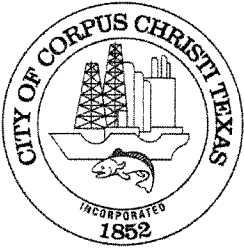
13. Response and Service

The Contractor is required to provide a "Call List" which shall specify contact information including a primary and secondary telephone number where the Contractor can be reached 24 hours per day (working hours, after hours, weekends, and holidays). These contacts must always be on-call in the event of an emergency and be made available to the City of Corpus Christi Emergency

Dispatch. Other telephone numbers provided shall indicate the hours of the day and days of the week for which the number can be used. The Call List shall be updated monthly.

1. An email address for transmitting documents shall be owned and operated by the Contractor.
2. A designated representative of the City of Corpus Christi shall notify the Contractor of a task order by phone, email, or other written communication of the need for preventative and routine maintenance, on-call support, inspection (routine and emergency), and/or emergency maintenance services.
3. The Contractor shall provide all personnel, material and equipment required for services requested.
4. The Contractor shall respond and perform maintenance services in accordance with response timeframes specified below:
 - a. When the initial notification is sent by City staff to the Contractor for scheduled work then the response time to acknowledge and respond to the City regarding requested services outlined in the notification shall not exceed two full City business days. The Contractor shall conduct work in the timeframe outlined in the approved task order.
 - b. When the notification is sent by City staff to the Contractor for on-call services then the response time to acknowledge the notification shall not exceed 30 minutes. The response time to provide services shall be coordinated with the Department of Public Works within the same 30 minute timeframe. The Contractor shall dispatch required personnel, material, and equipment to correct the situation immediately as requested by the City.
 - c. The Contractor shall complete work in the timeframe identified in the approved task order.
 - d. If the response time or mobilization exceeds the timeframe for on-call services coordinated with the Department of Public Works, the City staff reserves the right to have the task order completed by another company at the sole expense of the Contractor.
5. Response and service completion times shall be subject to adjustment for natural events, inclement weather, material delays, or other unforeseen circumstances. 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. Contractor will not be required to perform outside work during inclement weather unless such work is necessary to protect life or property.
6. Non-response to City requests or services provided after the requested completion date may void the Contract.

7. Some types of maintenance may require extensive repairs or delays to account for the delivery of equipment and materials. In this event, the Contractor shall coordinate with the Department of Public Works and obtain approval on the repair schedule so that repairs can be performed as soon as reasonably possible.



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

**RFB NO. 5973
STRIPING, PAVEMENT MARKINGS, AND SIGNAGE
MAINTENANCE**

PAGE 1 OF 3

Date: 03.31.25

Bidder: Highway Barricades and Services, LLC

Authorized
Signature:

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

PAVEMENT MARKING AND STRIPING

ITEM#	DESCRIPTION	UNIT	UNIT PRICE
1	4" Broken White - Paint	LF	\$.42
2	4" Broken White-Thermoplastic	LF	\$.58
3	4" Broken Yellow - Paint	LF	\$.42
4	4" Broken Yellow-Thermoplastic	LF	\$.58
5	4" Solid White – Paint	LF	\$.42
6	4" Solid White - Thermoplastic	LF	\$.58
7	4" Solid Yellow – Paint	LF	\$.42
8	4" Solid Yellow - Thermoplastic	LF	\$.58
9	4" Broken Black (Shadow)-Thermoplastic	LF	\$1.00
10	4" Broken Black (Contrast)-Thermoplastic	LF	\$8.00
11	6" Solid Black -Thermoplastic	LF	\$3.50
12	8" Solid White – Paint	LF	\$.80
13	8" Solid White - Thermoplastic	LF	\$1.20
14	12" Yellow or White - Paint	LF	\$1.60
15	12" Yellow or White - Thermoplastic	LF	\$8.00
16	16" White – Paint	LF	\$2.20
17	16" White - Thermoplastic	LF	\$12.00
18	24" White - Paint	LF	\$4.00
19	24" White -Thermoplastic	LF	\$16.00
20	Install Pavement Marker TY I-C	LF	\$6.00
21	Install Pavement Marker TY II-A-A	LF	\$6.00
22	Install Pavement Marker TY II-C-R	LF	\$6.00
23	Arrows, Words, Symbols -Paint	EA	\$100.00
24	Arrows, Words, Symbols -Thermoplastic	EA	\$285.00
25	Artistic Crosswalk - Maintenance	EA	\$2,400.00
26	Artistic Crosswalk – Installation (New)	SF	\$42.00
27	Artistic Crosswalk- Remove and Replace	SF	\$92.00
28	Remove Raised Pavement Markers	EA	\$2.00
29	Remove Striping and Pavement Markings	LF	\$3.00
30	Install Rumble Strips	EA	\$450.00

SIGNS, OBJECT MARKERS, AND ASSEMBLIES

ITEM#	DESCRIPTION	UNIT	UNIT PRICE
31	Small Roadside Sign-Support & Assembly TYS40 (1) SA(P)	EA	\$550.00
32	Small Roadside Sign-Support & Assembly TYS40 (1) SA(P-BM)	EA	\$650.00
33	Small Roadside Sign-Support & Assembly TYS40 (1) SA(T)	EA	\$650.00
34	Small Roadside Sign-Support & Assembly TYS40 (1) SA(U)	EA	\$725.00
35	Small Roadside Sign-Support & Assembly TYS40 (1) SA(U-2EXT)	EA	\$950.00
36	Remove Small Roadside Sign-Support & Assembly	EA	\$65.00
37	Install Object Markers Assembly	EA	\$125.00
38	Aluminum Signs (TY A)	EA	\$165.00
39	Aluminum Signs (TY G)	EA	\$950.00
40	Replace Aluminum Signs (TY A)	EA	\$165.00
41	Replace Aluminum Signs (TY G)	EA	\$950.00
42	Install Delineator Assembly	EA	\$125.00
43	Install Object Marker Assembly	EA	\$125.00
44	Install Roadside Flashing Beacon Assembly (Solar-Powered)	EA	\$8,000.00
45	Remove Roadside Flashing Beacon Assembly (Solar-Powered)	EA	\$1,200.00
46	Install Roadside Flashing Beacon Assembly	EA	\$14,500.00
47	Remove Roadside Flashing Beacon Assembly	EA	\$1,800.00
TWO YEAR CONTRACT AMOUNT NOT TO EXCEED			\$1,500,000.00

ATTACHMENT C: INSURANCE AND BOND 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
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	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

- 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 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.

- E. Within 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 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.

No Bonds are required for this Service Agreement.

2025 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

01/01/2025 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

No warranty is required for this Service Agreement.