

## SERVICE AGREEMENT NO. 3320

### Roadway Illumination and Traffic Signal Maintenance Services

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

WHEREAS, Contractor has bid to provide Roadway Illumination and Traffic Signal Maintenance Services in response to Request for Bid/Proposal No. 3320 ("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 Roadway Illumination and Traffic Signal Maintenance Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for two years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. 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 \$556,827.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices 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: Renee T. Couture, P.E.  
Department: Public Works Department  
Phone: (361) 826-3539  
Email: ReneeC@cctexas.com

5. **Insurance; Bonds.**

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

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The

purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

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

**8. Warranty.**

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

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

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

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

**10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

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

**IF TO CITY:**

City of Corpus Christi  
Attn: ReneeC@cctexas.com  
Title: City Traffic Engineer  
Address: 1201 Leopard Street, Corpus Christi, Texas 78401  
Phone: (361) 826-3539  
Fax: (361) 826-3545

**IF TO CONTRACTOR:**

Austin Traffic Signal Construction Co. Inc.  
Attn: Stephen Rutledge

Title: Area Manager V.P.  
Address: P.O. Box 130, Round Rock, Texas 78680  
Phone: (956)461-2452  
Fax: (956)461-2056

**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. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

  - A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the

expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

**CONTRACTOR**

DocuSigned by:

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

*Steve Rutledge*

A004E02B35B040F ...

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

STEPHEN RUTLEDGE

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

AREA MANAGER VICE PRESIDENT

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

1/29/2021

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Josh Chronley

Interim Assistant Director of Contracts and 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. 3320

Exhibit 2: Contractor's Bid/Proposal Response

## **Attachment A - Scope of Work**

### **1.1 General Requirements/Background Information**

- A. The Contractor will provide traffic signal maintenance (e.g. installation, repair, emergency knockdown repair, non-emergency routine installations), roadway illumination maintenance for State Highways, and navigational bridge lighting to ensure proper maintenance and operation of illumination and traffic signals maintained by the City of Corpus Christi.
- B. The Contractor shall furnish labor, parts, supplies, materials, tools and equipment necessary to perform scheduled routine and emergency on-call roadway illumination and traffic signal maintenance within the City of Corpus Christi.
- C. The Contractor is required to make necessary repairs to traffic signal devices, external or internal to the traffic signal controller cabinet, and to roadway illumination on State or City rights-of-way on an as needed basis. The State of Texas licensed journeyman electrician and IMSA Level II certified professionals are always required to be on the jobsite to supervise construction, installation, and troubleshooting. No work will occur at any location, under this agreement, without an IMSA Level II certified professional and a Texas licensed journeyman electrician always present on site.
- D. This Contract will involve emergency and after-hour work. The Contractor must provide sufficient staff and contact numbers as directed by the City of Corpus Christi. In the event these personnel are non-responsive to calls or do not respond in a timely manner, the Contractor may be deemed to be in default of this contract.
- E. In the event the equipment or personnel associated with the Contractor are deemed unsatisfactory by the City of Corpus Christi, the Contract Administrator will contact the Contractor for resolution.
- F. All work performed must be accomplished in a manner that meets all applicable specifications, trade standards and provisions, and federal, state and local codes and regulations.

### **1.2 Contractor Responsibilities**

- A. The Contractor shall have five years of experience in providing traffic signal maintenance (e.g. installation, repair, emergency knockdown repair, non-emergency routine installations) and roadway illumination maintenance for State Highways and navigational bridge lighting.
- B. The Contractor must have on staff the following State of Texas Licensed and IMSA certified professionals: minimum one Master Electrician (Licensed in Texas), minimum one journeyman (Licensed in Texas), minimum two IMSA Level II Traffic Signal Technicians, and minimum two IMSA Level II Roadway Lighting

Technicians. Contractor must maintain these licensed electricians and certified technicians throughout the length of this Contract. If the minimum electricians and technicians are not staffed by the Contractor, the Contractor will be required to replace them immediately.

- C. The Contractor selected shall perform the work described herein in a thorough and professional manner so that the City of Corpus Christi is provided with reliable and high-quality Roadway Illumination and Traffic Signal maintenance, installation, and repair services at all times. Roadway Illumination and Traffic signal maintenance and repair shall be performed in accordance with accepted standards for roadway illumination and traffic signals and shall be performed to the satisfaction of the Contract Administrator. The Contractor shall immediately respond when notified by the Contract Administrator to correct unsatisfactory work at no additional charge.
- D. The Contractor shall leave work areas free of all dirt, litter, lubricants, or other materials utilized to perform maintenance services.

### **1.3 Equipment and Materials**

- A. All parts, supplies and major materials required for preventative maintenance of roadway and navigational lighting and traffic signals within the City of Corpus Christi to be maintained under this contract (i.e. luminaires, ballast, bulbs, breakaway bases, poles, traffic signal heads, conduit, etc.) are the responsibility of the Contractor. The Contractor shall furnish all transportation, tools, equipment, machinery, barricading, all necessary safety and/or PPE requirements and all suitable appliances, requisite for the execution of this Contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof.
- B. It is the intent of the City of Corpus Christi to furnish roadway illumination poles and luminaires for Park Road 22 and Leopard Street. However, in the event these materials cannot be provided by the City, the Contractor will be asked to provide these specific items. In these circumstances, the Contractor shall provide materials as needed and will be reimbursed at actual cost-plus allowable markup as outlined in the contract. The cost of materials shall consist of cost per item or unit, which is typically sold or furnished as an integrated unit. The Contractor shall provide copies of receipts for all materials submitted for payment. All materials provided by the Contractor must be prequalified and approved in accordance with the State of Texas. A list of pre-qualified materials can be obtained from the Texas Department of Transportation and City of Corpus Christi. Specifications for materials and workmanship shall conform to the current Texas Department of Transportation's Standard Specifications for construction, City of Corpus Christi Constructions Specifications, and the Texas Manual on Uniform Traffic Control Devices, latest edition.

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

#### **1.4 Responsibility of Contractor**

- A. The Contractor is responsible for having adequate personnel, tools, and equipment available to respond to emergency and routine maintenance requests on a twenty-four hour per day, seven day per week, 365 days per year basis.
- B. The Contractor is required to provide a "Call List" which shall indicate a primary and secondary telephone number to be called for emergency and routine maintenance. The Call List shall indicate a telephone number where the Contractor or any subcontractor (e.g., Traffic Control Company) can be reached twenty-four hours per day. Additional 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.
- C. The Contractor shall have equipment required to perform this contract such as bucket truck, cranes, manlifts and other such equipment.
- D. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and Municipal laws, TXDOT permits and policies, codes, and regulations applicable to the performance of work.
- E. The Contractor is responsible for performing line locates for all roadway and navigational lighting maintenance.
- F. A traffic signal system includes, but is not limited to: traffic signal controllers, controller cabinets and all appurtenant equipment, electrical service cabinet,

flashing beacons, pedestrian and vehicle signals, detector systems (Radar-Video-Loop-Microwave), CCTV camera systems, wireless communication equipment, traffic signal communications equipment, battery backup system (BBS), intersection safety lighting, internally illuminated street name signs,

- G. Install traffic signal poles, mast arms, heads, foundations, and all other related traffic signal equipment. All equipment shall be approved by the Contract Administrator, Traffic Signal Superintendent, or designee.
- H. Installation of MMU: Remove existing MMU/CVM and install certified MMU that has passed test inspection and place into traffic controller cabinet and make operational.
- I. Installation of ATC traffic controllers: Remove old traffic controller unit and replace with new ATC controller unit.
- J. Installation of TS2 traffic controller cabinets. Remove old controller cabinet and install new TS2 cabinet.
- K. Troubleshoot, repair and maintenance check battery backup systems, audible pedestrian systems, radar detection systems, video detection systems and microwave detection systems.
- L. Rewiring of signalized intersection.
- M. Trenching, boring, installation, backfill for underground conduit.
- N. Replace LED traffic signal modules.
- O. Work on live and de-energized circuits.
- P. The Contractor shall obtain all permits and inspections as required.

### **1.5 Maintenance of Roadway Illumination and Traffic Signal Requirements**

The Contractor, shall meet the following requirements:

- A. A pre-construction meeting will be required with the Contractor and the Public Works Department (City Traffic Engineer, City Traffic Signals Superintendent) prior to the start of work to ensure that all materials, equipment and work specifications are understood.
- B. In the event that the Contractor at any time finds an unsafe traffic signal condition such as signals all dark, signal heads hanging down, RED lamps out etc., the Contractor shall make the repairs necessary to return the intersection to a safe operating condition. The Contractor shall report to the Contract Administrator or his designee immediately upon completion of the repair. Red Flash is considered a safe operation for this purpose.
- C. The Contract Administrator shall be the final authority regarding quality and workmanship questions.

- D. The Contractor is required to notify the Traffic Signals Operations Department one week in advance of beginning any work on any City traffic signal facility. The City will not accept or pay any work done where such prior notification does not take place.
- E. Public Safety and Convenience: Traffic control measures will not be billed separately but are included in the pricing.
- F. Work Hours: The Contractor will confine all operations to normal daylight hours, sunrise to sunset from 8 AM to 5 PM, Monday thru Friday. Under emergency or extraordinary conditions, a Contractor may be allowed to work after hours between 5 PM to 8 AM. Approval from the Contract Administrator and Traffic Signal Superintendent is required for after hour work.
- G. Non-Work Hours: The Contractor may not store any equipment or tools on any right-of-way area. After completion of work at any site, the Contractor must remove all equipment, supplies, and materials from that site.
- H. Protection of Property: The Contractor shall take proper measures to protect all property which might be damaged by Contractor's Work hereunder, and, in case of any injury or damage resulting from any act or omission on the part of or on behalf of the Contractor, the Contractor shall restore at its own expense the damaged property to a condition similar or equal to that existing before such injury or damage was done, or the Contractor shall make good such injury or damage in an acceptable manner. All damages which are not repair or compensated by the Contractor will be repaired or compensated by City forces at the Contractor's expense. All expenses charged by the City for repair work or compensation shall be deducted from any monies owed to the Contractor.
- I. The Contractor shall be required to submit to the City of Corpus Christi Public Works Department, a report which outlines the description of the work performed and the equipment replaced. This report shall be submitted with the payment invoice.

## **1.6 Scheduled Routine And "As-Required" Roadway Lighting & Traffic Signal**

### **Maintenance**

- A. A designated representative of the City of Corpus Christi shall notify the Contractor by phone, or email with a task order of the need for routine maintenance at an intersection(s) or roadway illumination location(s) as included in this Contract. These are maintenance and repair requests that are not critical, or the work involved is of such nature as to require advance scheduling and can be completed on a "as-required" basis. This work shall include but is not limited to major equipment repair/replacement/install, permanent replacement of knockdowns, major rewiring, and general maintenance. The decisions of the necessity for scheduled routine and "as-

required" maintenance shall rest solely with the designated representative of the City of Corpus Christi.

- B. Listed below are examples of situations that shall require scheduled routine and "as-required" maintenance:
- Minor displacement of traffic signal heads
  - Bad roadway lighting ballast
  - Photo electric cell replacement on roadway light
  - Install fuse holder and fuse
  - Replace electrical wiring in existing conduit
  - Radar detection
  - Navigational Lighting and
  - Other occurrences which have immediate severe consequences on proper traffic and roadway lighting operations.
- C. The Contractor shall be required to respond to the site of an intersection, or intersections requiring routine maintenance within seventy-two hours of the notification by the City of Corpus Christi.
- D. Some types of maintenance may require the crew to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required, contractor shall perform the repairs as soon as reasonably possible. However, not longer than fourteen days after knowledge of the scheduled maintenance.
- E. Repair response time shall be subject to adjustment for natural events and inclement weather. Inclement weather shall be defined as when the degree of rain, storms, high winds, or other natural occurrences would result in unsafe work conditions to either start or continue work. Contractor will not be required to perform outside work during inclement weather unless such work is necessary to protect life or property.

### **1.7 Emergency Roadway Lighting & Traffic Signal Maintenance**

- A. A designated representative of the City of Corpus Christi shall notify the Contractor by phone or email with a task order, of the need for emergency maintenance at an intersection(s) or roadway illumination location(s) as included in this Contract. The decisions of the necessity for emergency maintenance shall rest solely with the designated representative of the City of Corpus Christi.
- B. Listed below are examples of situations that shall require emergency maintenance:
- Intersection without power

- Intersection in conflict flash
  - Displacement of signal heads
  - Controller skipping or short timing phases
  - Cabinet destroyed in accident
  - Roadway light pole knocked down blocking traffic
  - Power service pole/signal pole knocked down
  - Other occurrences which have immediate severe consequences on proper traffic and roadway lighting operations
- C. The Contractor shall be required to respond to the site of an intersection, or intersections requiring emergency maintenance within two hours of the notification by the City of Corpus Christi. All conditions of public peril shall be removed within two hours of notification of such condition. Such conditions include but are not limited to downed poles and/or power lines from streets associated with street lighting, or other repairs designated to need emergency response by the City.
- D. The Contractor shall provide a telephone number where he can be reached twenty-four hours per day. The telephone number shall be made available to the City of Corpus Christi Emergency Dispatch.
- E. If the response exceeds this time limit, the Contractor shall reimburse the City for all expenses incurred related to City Staff and equipment to monitor the emergency site until the Contractor arrives on scene.
- F. Some types of maintenance may require the crew to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required, Contractor shall perform the repairs as soon as reasonably possible. However, not longer than fourteen days after knowledge of the scheduled maintenance unless otherwise approved by the City.
- G. Repair response time shall be subject to adjustment for natural events and inclement weather. Inclement weather shall be defined as when the degree of rain, storms, high winds, or other natural occurrences would result in unsafe work conditions to either start or continue work. Contractor will not be required to perform outside work during inclement weather unless such work is necessary to protect life or property.

## **1.8 Traffic Control**

- A. Contractor shall provide traffic control plans as necessary to be reviewed and approved by City of Corpus Christi and obtain all permits through Texas Department of Transportation (TXDOT), prior to beginning repairs or maintenance.
- B. The Contractor is required to provide all traffic control during maintenance activities. Traffic control shall be in conformance with the Texas Manual on Uniform Traffic Control Devices, Latest Edition.
- C. When working along a highway or frontage road, the Contractor must coordinate construction / repairs with TXDOT for permits, to perform maintenance or repairs and for road/ lane closures or detours.
- D. Should construction be underway by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any nature be underway by other forces within or adjacent to the said limits, the Contractor shall cooperate with all other Contractor's or other forces to the end that any delay, duplication, or hindrance to their work shall be avoided.
- E. The Contractor shall be responsible for maintenance of all traffic control devices 24 hours a day, 7 days a week (including weekend and holidays) for the entire period of maintenance being performed on a project. Maintenance shall also include inspecting all traffic control devices during the working hours.
- F. The Contractor shall be responsible for inspecting and securing traffic control devices that are required to remain in place outside of working hours, overnight, before and after a natural occurrence (e.g. wind or rainstorm, hurricane, etc.). Any traffic control device not properly located, damaged, or missing shall be reinstalled immediately.

## **1.9 Payment**

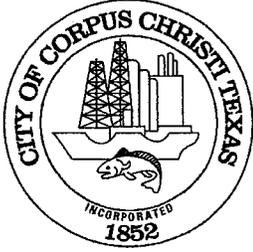
- A. Payment for services rendered under this contract shall be made to the Contractor on either a per task on a monthly basis. Payment shall be made for actual services rendered only. All invoices for payment must describe the task order, location, date work was completed, and nature of work performed. Receipts for materials used must be submitted with the invoice. No compensation will be made to the Contractor for any time, equipment, or materials other than as stated below:
  - Labor rates, for time (Hours) spent performing maintenance (including diagnosis)
  - Materials used in performing requested maintenance
  - Equipment used in repairs

B. Work and services deemed by the City of Corpus Christi to be defective or faulty, whether the result of poor workmanship, use of improper or defective materials, damage through improper use or placement, or any other cause, will neither be accepted nor shall payment be made. Payment for faulty or defective work will be withheld until the work has been removed, re-executed and corrected in a manner satisfactory to the City of Corpus Christi.

**1.10 Contractor Quality Control and Superintendence**

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

## Attachment B- Bid Pricing/Schedule



**CITY OF CORPUS CHRISTI  
CONTRACTS AND PROCUREMENT DEPARTMENT  
BID FORM  
RFB No. 3320  
Roadway Illumination and Traffic Signal Maintenance  
Services**

PAGE 1 OF 1

Date: 12/29/2020Bidder: AUSTIN TRAFFIC SIGNAL Authorized Signature: STEPHEN RUTLEDGE

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	Unit Price *	Total Price
1	Labor Normal Hours, Monday to Friday (8:00 AM to 5:00 PM)	HRS	500	\$19.10 14.30 18.50 12.00 18.50 12.00 19.09 12.00 15.32 12.00	\$ 76,405
2	Labor After Hours, (5:00 PM to 8:00 AM, to include holidays)	HRS	100	\$28.65 22.98 28.64 21.45 27.75 18.00 27.75 18.00 18.00 18.00	\$ 22,922
		<b>Estimated Spend</b>		<b>Mark Up (%)</b>	<b>Estimated Spend + Markup</b>
3	Materials	\$350,000		15%	\$ 402,500
4	Equipment	\$50,000		10%	\$ <del>5,000</del> \$55,000
<b>Total</b>				Not to exceed	\$ 506,827 \$556,827 SLR

Labor - Breakdown: 1. Traffic Signal Tech IMSA 2 -\$19.10 2. Utility Labor/Driller \$ 19.09  
3. Utility Labor \$14.30 , \$15.32 and \$18.50 4. Common Labor \$12.00  
Unit Price is based on employee count.

## Attachment C - Insurance Requirements

### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
Commercial General Liability Including:  1. Commercial Broad Form 2. Premises – Operations 3. Products/Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000
POLLUTION LIABILITY	\$1,000,000 Per Occurrence

INSTALLATION FLOATER	Value of the Equipment and Materials
PROFESSIONAL LIABILITY (Errors and Omissions)	<p>\$1,000,000 Per Claim (Defense costs not included in face value of the policy)</p> <p>If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.</p>

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2020 Insurance Requirements

Ins. Req. Exhibit **4-S**

Contracts for General Services – Services Performed Onsite – Pollution – Installation Floater – Professional

Liability

04/14/2020 Risk Management – Legal Dept.

## **Attachment C – Bond Requirements**

No bond requirements necessary for this service agreement; Section 5. Insurance; Bonds Subsection (B) is null for this service agreement.

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

The equipment or material that includes a manufacturer's warranty for any period more than 12 months, the manufacturer's warranty shall apply for that piece of material or equipment. The Contractor shall replace such defective equipment or materials, without cost to the City, within the manufacturer's warranty period.