

CO-OPERATIVE PURCHASE AGREEMENT NO. 4108

Thermoplastics Materials for Public Works

THIS **Thermoplastics Material for Public Works Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Geveko Markings Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

- 1. Co-operative Agreement.** Contractor has agreed to provide Thermoplastics Material for Public Works in accordance with its agreement with Texas SmartBuy #550-A2/4108 (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
- 2. Scope.** Contractor will provide Thermoplastics Material for Public Works in accordance with the attached Statement 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.
- 3. Term.** The Term of this Agreement is three years beginning on the date provided in the Notice to Proceed from the City's Procurement Division. 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 in writing prior to the expiration of the original term or the then-current Option Period. 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.
- 4. Compensation and Payment.** This Agreement is for an amount not to exceed \$321,532.72, subject to approved amendments and changes. All pricing must be in accordance with the attached 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:

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

- 5. 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: Al Davila
Title: Work Coordinator
Address: 2525 Hygeia St., Corpus Christi, Texas 78415
Phone: 361-826-1962
Fax: 361-826-1627

IF TO CONTRACTOR:

Geveko Markings Inc.
Attn: Ben McCabe
Title: Product Support Manager
Address: 1883 New Harvest Rd., Gainesville, Georgia 30507
Phone: 770-847-9410
Fax: 470-226-3394

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

[Signature Page Follows]

CONTRACTOR

Signature: DocuSigned by: Ben McCabe

Printed Name: Ben McCabe

Title: Product Support Manager

Date: 4/7/2022

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance – Procurement

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule

Incorporated by Reference Only:

Co-operative Agreement: Texas SmartBuy #550-A2



ATTACHMENT A: SCOPE OF WORK

Project Name: Purchase of Thermoplastics Material for Street Department

The Supplier will provide thermoplastic materials in accordance with the specifications listed herein. These supplies will be utilized by the Corpus Christi Public Works Department. This term contract will provide unit pricing for specified items to be purchased on an "as needed" basis by the Public Works Department.

1. Scope of work

Specification for Thermoplastic Pavement Markings:

- A. A durable, retroreflective pavement marking material suitable for use as roadway, intersection, commercial or private pavement delineation and markings.
- B. The markings must be a resilient white or yellow thermoplastic product with uniformly distributed glass beads throughout the entire cross-sectional area. The markings must be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids, antifreeze, etc. Lines, legends, and symbols are capable of being affixed to bituminous and/or Portland cement concrete pavements by the use of the normal heat of a propane torch. Other colors shall be available as required.
- C. The markings must be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the torch.
- D. The markings shall not have minimum ambient and road temperature requirements for application, storage, or handling.
- E. **MANUFACTURING CONTROL AND ISO CERTIFICATION:** The manufacturer must be ISO 9001:2008 certified and provide proof of current certification. The scope of the certification shall include manufacture of preformed thermoplastic marking materials.
 1. Organization to provide copy of registration certificate. This certificate is issued by an authorized registration agency. It will identify the standard used as the basis for the registration, the scope of the registration, the organization and locations registered, and the time frame during which the registration is current.
- F. **MATERIAL:** Must be composed of an ester modified rosin resistant to degradation by motor fuels, lubricants etc. in conjunction with aggregates, pigments, binders and glass beads which have been factory produced as a finished product and meets the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material conforms to

AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state.

G. Graded Glass Beads:

1. The material must contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be conforming to AASHTO designation M247, with minimum 80% true spheres and minimum refractive index of 1.50.
2. The material must have factory applied coated surface beads in addition to the intermixed beads at a rate of 1 lb. (\pm 10%) per 10 sq. ft. The factory applied coated surface beads shall have a minimum of 90% true spheres, minimum refractive index of 1.50, and meet the following gradation:

Size Gradation		Retained, %	Passing, %
US Mesh	μ m		
12	1700	0 - 2%	98 - 100%
14	1400	0 - 3.5%	96.5 - 100%
16	1180	2 - 25%	75 - 98%
18	1000	28 - 63%	37 - 72%
20	850	63 - 72%	28 - 37%
30	600	67 - 77%	23 - 33%
50	300	89 - 95%	5 - 11%
80	200	97-100%	0 - 3%

2. Delivery

Supplier will make inside delivery to City locations within five calendar days to the addresses specified. All prices will be quoted F.O.B. destination, inside delivery to City of Corpus Christi facility, freight prepaid. Expedited forty-eight-hour delivery services may be required in some instances; therefore, Supplier must be able to provide such service. Additional freight will be paid only when the City has made a request for expedited delivery.

Delivery, as used in this section, means the products have been ordered and received by the City. Receipt of products that do not conform to specifications will not be accepted by the City. Supplier understands and agrees that the City may, at its discretion, cancel any backorders due to the Supplier's inability to deliver the product within the five-calendar day stipulation. Cancellations shall be in writing and sent to Vendor by email, fax, or mail. **No restocking fee or payment of any kind shall be owed for orders canceled due to Contractor's inability to meet the five-day delivery deadline. Returns to Contractor of late orders received after the cancellation notice has been sent shall be at Contractor's expense.** The City may seek the products from another party if Supplier fails to deliver on time.

Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. C.T.

A. Defective Goods

Supplier will pay for return shipment on any products that arrive in a defective, unusable, or inoperable condition. Contractor must arrange for the return shipment of damaged products.

B. Product Expiration

Supplier will provide supplies with a minimum expiration date of 12 months after the delivery date. Any materials delivered with an expiration date of less than 12 months will be returned to Supplier for credit or replacement at Supplier's expense.

C. Discontinued Items

In the event that a manufacturer discontinues product(s), the City may allow Contractor to provide a substitute for the discontinued product(s) or delete the product(s) from the contract altogether. These provisions related to product discontinuance apply only to products specifically listed in this solicitation document. If Contractor request permission to substitute a new product, Contractor shall provide the following to the City:

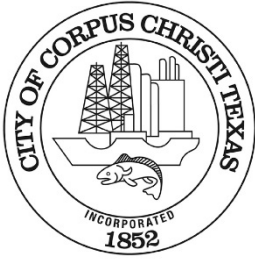
- I. Documentation from the manufacturer that product has been discontinued.
- II. Documentation that names the replacement product.
- III. Documentation that provides clear and convincing evidence that the replacement product meets or exceeds all specifications of the original product.
- IV. Documentation that provides clear and convincing evidence that the replacement product will be compatible with all the functions or uses of the discontinued product.
- V. Documentation confirming that the price for the replacement is the same as or less than the discontinued product.
- VI. These provisions related to product discontinuance apply only to products specifically listed in this solicitation document.

3. Special Instructions

All supplies will be shipped to:

2525 Hygeia Street, Building 021
Corpus Christi, TX 78415

Before deliveries are made, please call Al Davila (361) 815-7069 or David Perez (361)-548-6721 so we can make arrangements to secure use of a forklift.



Attachment B: Bid/Pricing Schedule

CITY OF CORPUS CHRISTI PROCUREMENT DEPARTMENT BID FORM

Supply Agreement No. 4108-Thermoplastics Material for Public Works

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Date: 4/7/2022

Bidder: Geveko Markings Inc.

Authorized
Signature:

DocuSigned by:

Ben McLake

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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	QUANTITY	UNIT	EXTENDED TOTAL
1	OPTAMARK 9000015, 12" X 3', WHITE	1100	\$ 51.23	\$56,353.00
2	OPTAMARK 9000286, 16" X 3', WHITE	720	\$68.72	\$49,478.40
3	OPTAMARK 9000018, 24" X 3', WHITE	2700	\$51.23	\$138,321.00
4	OPTAMARK 9000022, 9'10" X 3'X3", STRAIGHT ARROW, WHITE	90	\$100.89	\$9,080.10
5	OPTAMARK 9000032, 8'2" X 6'3", TURN ARROW REVERSIBLE, WHITE	150	\$116.98	\$17,547.00
6	OPTAMARK 9000025, 8', "ONLY", WHITE	180	\$83.75	\$15,075.00

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7	OPTAMARK 9100016, 6' X 2', BIKE LANE STRAIGHT ARROW, WHITE	60	\$43.41	\$2,604.60
8	OPTAMARK 9100010, 6' X 3'4", BIKE SYMBOL LEFT FACING, WHITE	24	\$253.78	\$6,090.72
9	OPTAMARK 9100014, 9'3" X 3'3", SHARED LANE SYMBOL	15	\$130.48	\$1,957.20
10	OPTAMARK 9000097, 8', "PED", WHITE	60	\$115.29	\$6,917.40
11	OPTAMARK 9000103, 8', "XING", WHITE	60	\$148.64	\$8,918.40
12	OPTAMARK 9100021, 48" X 48", HANDICAP KIT, WHITE/BLUE	50	\$86.07	\$4,303.50
13	GEVEKO SEALER 201741, 5.25 GALLON	24	\$203.60	\$4,886.40
3-YEAR TOTAL PURCHASE PRICE, NOT TO EXCEED				\$321,532.72

ATTACHMENT C: INSURANCE REQUIREMENTS

No insurance is required for this Agreement.

ATTACHMENT D: WARRANTY REQUIREMENTS

Geveko Markings Inc. warrants its products to the original Buyer against material defects for up to one year from the date of delivery of the products. The sole obligation of the Seller under this warranty is, at its discretion, to replace the material if the Seller determines that at the time of delivery the defect was present in the product. Altered products or those subjected to misuse or negligence are not covered under this warranty. It is understood that the Seller's and Manufacturer's limit of liability for all damages, including but not limited to, direct, incidental or consequential injury, loss or damage arising out of the use of the product or if the product cannot be used, shall be to provide an equal quantity of replacement material or to repair the defective product. It is the Buyer's responsibility to determine the suitability of the product for the intended use. The Buyer assumes all risk and liability in that regard.