

## SUPPLY AGREEMENT NO. 3530

### Hot Mix Asphaltic Concrete Pavement Material

THIS **Hot Mix Asphaltic Concrete Pavement Material Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Berry Contracting, LP dba Bay, Ltd. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Hot Mix Asphaltic Concrete Pavement Material in response to Request for Bid No. **3530** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Contractor's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Hot Mix Asphaltic Concrete Pavement Material in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.
- 2. Term.** This Agreement is for three years. The parties may mutually extend the term of this Agreement for up to two additional one-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 \$9,223,678, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.  
Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

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

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

Name: Velma Pena  
Department: Public Works Department  
Phone: (361) 826-1933  
Email: VelmaP@cctexas.com

- 5. Insurance.** Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 6. Purchase Release Order.** For multiple-release purchases of products to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of products to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Contractor until such time as the products are delivered and accepted by the City.
- 7. Inspection and Acceptance.** City may inspect all products supplied before acceptance. Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Contractor, a replacement product may be bought by the City on the open market and any costs incurred, including additional costs over the item's bid price, must be paid by the Contractor within 30 days of receipt of City's invoice.

**8. Warranty.**

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

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

- 9. Quality/Quantity Adjustments.** Any quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator
- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 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 products in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In providing the Goods, 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: Velma Pena  
Title: Contracts and Funds Administrator  
Address: 2525 Hygeia Street Corpus Christi, Texas 78415  
Phone: (361) 826-1933  
Fax: (361) 826-3545

**IF TO CONTRACTOR:**

Berry Contracting, LP dba Bay Ltd.  
Attn: Matthew R. Beal  
Title: Estimating Manager  
Address: P.O. Box 9908, Corpus Christi, Texas 78469  
Phone: (361) 693-2100  
Fax: (361) 289-2304

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.

**(SIGNATURE PAGE FOLLOWS)**

**CONTRACTOR**

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

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

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

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

**CITY OF CORPUS CHRISTI**

---

Josh Chronley  
Assistant Director, Contracts and Procurement

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

**Attached and Incorporated by Reference:**

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

**Incorporated by Reference Only:**

- Exhibit 1: RFB No. 3530
- Exhibit 2: Contractor's Bid Response

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

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

The Contractor shall provide Hot Mix Asphaltic Concrete Pavement Material on an as-needed basis. The material will be utilized for street maintenance repairs and street paving projects as outlined in this Scope of Work.

### **1.2 Scope of Work**

- A. Hot Mix Asphaltic Concrete Pavement, PG 64-22, Type B (Fine Graded Base Surface), in accordance with Special Specification 3076 Dense-Graded Hot-Mix Asphalt of the Texas Department of Transportation 2014 Standard Specification.
- B. Hot Mix Asphaltic Concrete Pavement, PG 64-22, Type C (Coarse Graded Surface), in accordance with Special Specification 3076 Dense-Graded Hot-Mix Asphalt of the Texas Department of Transportation 2014 Standard Specification.
- C. Hot Mix Asphaltic Concrete Pavement, PG 70-22, Type C (Coarse Graded Surface), in accordance with Special Specification 3076 Dense-Graded Hot-Mix Asphalt of the Texas Department of Transportation 2014 Standard Specification.
- D. Hot Mix Asphaltic Concrete Pavement, PG 64-22, Type D (Fine Graded Surface Coarse), In accordance with Special Specification 3076 Dense-Graded Hot-Mix Asphalt of the Texas Department of Transportation 2014 Standard Specification.
- E. Hot Mix Asphaltic Concrete Pavement, PG 64-22, Type F (Fine Grade Mixture Coarse), in accordance with Special Specification 3076 Dense-Graded Hot-Mix Asphalt of the Texas Department of Transportation 2014 Standard Specification.
- F. Availability Requirements
  - 1. The Contractor must guarantee that during peak loading hours, the City will be afforded the opportunity to have a Pothole designated truck to be loaded first in lieu of every-other-truck arrangement. The Contractor may guarantee to have on-site a minimum 15-ton capacity, independently heated, storage silo, to be maintained and available at all times. This requirement is to assume the City's Pothole Program is cost-effective accessing material being purchased avoiding unnecessary delays.
  - 2. The Contractor must guarantee that during Peak loading hours, the City will be afforded the opportunity to have all other truck loaded at the plant belonging to the City with a first come first loaded arrangement based on material type order by the City.



3. The pickup point must be within Nueces County. Material should be available for pickup daily Monday thru Friday between the hours of 7:00am - 5:30pm. Failure to service City trucks, as outlined above will result in a deduction from the monies due to the Contractor in the form of liquidated damages. Liquidated damages will be assessed at \$1,000.00 per day.
4. The Contractor must guarantee that the materials furnished is in compliance with the specifications. If material is found not to be in compliance with the specifications, the City will be credited for the purchase price. In addition, the vendor will be responsible for all costs incurred by the City for removing defective material and replacing with acceptable material.

### **1.3 Specification Requirements**

If the hot mix is not meeting the City specifications, the City reserves the right to request the following services:

#### **A. Testing**

1. The City reserves the right to request the Contractor to provide material in accordance with the specifications herein to a laboratory designated by the City for testing and inspection.

**NOTE:** The City of Corpus Christi will hire a designated laboratory and the Contractor shall cooperate with the laboratory at all times to be sure that the material meets City specifications.

2. If the laboratory tests indicate that the material provided to the City does not meet specifications. the City reserves the right to reject the material and the Contractor will be obligated to remove and replace rejected material with materials that meet specifications.
3. It shall be understood that the cost of all certified laboratory tests and reports on material necessary to control the quality of material delivered, according to the City specifications, shall be borne by the City only on materials tested which meets City specifications. The cost of testing materials that does not meet City specifications shall be borne by the Contractor.

**B. Material Samples** These guidelines will be followed when submitting material samples for testing. These samples will be used to solve any questions or disputes that arise during the contract period.

1. The Contractor will send material being offered for sample testing to a laboratory designated by the City of Corpus Christi.

2. When the Contractor sends sample material for testing, the Contractor will also enclose a letter of transmittal signed by an agent of the Contractor who submitted the material. The letter will delineate the kind of material, producer, location, and source of material. The exterior of the container utilized to transport the sample material for testing is required to carry the Contractor's Company name.

#### **1.4 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.

#### **1.5 Special Instructions**

##### **A. Ordering**

1. Standard Service for Hot Mix Asphaltic Concrete Pavement Material Type B, Type C, Type D is Monday thru Friday between the hours of 7:00 a.m. - 5:30 p.m.
2. Weekend service is a requirement for this contract. Weekend service for Hot Mix Asphaltic Concrete Pavement Material Type B & Type D is 7:00 a.m. - 5:30 p.m.
3. Afterhours service is required for this contract. Afterhours service for Hot Mix Asphaltic Concrete Pavement Type B & Type D is 5:30 p.m. to 2:00 a.m.
4. The estimated quantity for this commodity is based on previous buy history and future projections. The actual purchase will be in accordance with the Supply Agreement.
5. City staff will place the order with vendor on a weekly basis and may cancel at the City's discretion.
6. City staff yearly tonnage estimate can vary by projects, material type and quantity. The availability of quantity tonnage will adjust based on budget availability per year. This contract quantity could be exhausted before the contract end date.

#### **1.6 Producer Price Index (PPI) Price Adjustment Clause**

Price Adjustments. The prices shown on the Price Schedule may be increased or decreased as follows:

Base Period for Price Adjustment. The base selling price is the price shown on the original Price Schedule submitted by Vendor with its original bid. The effective

month and year of the base selling price (known as the "base period") shall be the effective date of the month and year in which this contract is awarded.

Date for Price Adjustment. Prices may be adjusted annually (the "Price Adjustment Date").

Version of Data for Price Adjustment. Calculations of price adjustments shall use the latest version of the PPI data published as of the Price Adjustment Date.

PPI Index for Price Adjustment. The U.S. Department of Labor, Bureau of Labor Statistics ("BLS") Producers Price Index ("PPI") for ASPHALT PAVING MIXTURE & BLOCK MANUFACTURING, not seasonally adjusted, shall be used by the Parties to calculate changes in price. If this index is discontinued, the Parties shall use the next, higher level series of this index that is available. If no higher-level series of said index is available, the Parties shall negotiate a successor index. If the BLS changes the title of this index or recodes the index, it is considered the same series and requires no change by the Parties.

Official Source of Data for Price Adjustment. The parties shall use the PPI Detailed Report as the source of data for the index.

Method of Calculation for Price Adjustment. To calculate the price adjustment, the following formula shall be used.

Divide the current index value (the value as of the date stated for the price adjustment) by the index value for the base period. The resulting number is the percentage change in the index value between the current period and the base period (the "percentage change in index value").

Multiply the base price by the percentage change in index value. The sum equals the adjusted price.

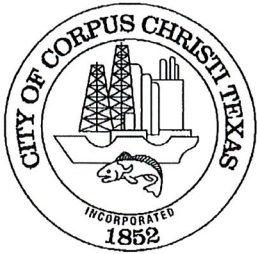
Example: (The numbers shown below are for illustration purposes only.)

Current index value at time of calculation	115.5
Divided by index for base period	110.0
Equals	1.050
Base price	\$1,000.00
Multiplied by the percentage change in index value	1.050
Equals adjusted price	\$1,050.00

The same procedure shall be followed for each adjustment authorized herein, using the current index at the time the adjustment is made and the original base period.

Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for any given Line Item exceed 25% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 25% of the original base price.

Written Requests for Price Adjustments. Price adjustments are not automatic. Vendor must submit a written request for a price adjustment to the Contracts and Procurement Department. Requests must be received by the Contracts and Procurement Department at least 60 days prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience. City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 60 days prior to the date the price adjustment is to take effect.



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

REVISED ADDENDUM

RFB No. 3530

Hot Mix Asphaltic Concrete Pavement Material

PAGE 1 OF 5

Date: 06 April 2021Bidder: Bay, LTDAuthorized  
Signature: Matthew R. Beard

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	3-Year Quantity	Unit Price	3 Year Price Total
1	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type B, supplied with an anti-stripping agent (Fine Graded Base Surface)	Tons	25,500	\$ <u>66.71</u>	\$ <u>1,701,105.00</u>
2	<b><u>After Hours and Weekend Service</u></b> Hot Mix Asphaltic Concrete Pavement PG 64-22, Type B, supplied with an anti-stripping agent (Fine Graded Base Surface)	Tons	1,500	\$ <u>70.22</u>	\$ <u>105,330.00</u>

3	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type C, supplied with an anti-stripping agent (Course Graded Surface)	Tons	1,500	\$70.27	\$105,405.00
4	<b><u>After Hours and Weekend Service</u></b> Hot Mix Asphaltic Concrete Pavement PG 64-22, Type C, supplied with an anti-stripping agent (Course Graded Surface)	Tons	300	\$73.32	\$21,996.00
5	Hot Mix Asphaltic Concrete Pavement PG 70-22, Type C, supplied with an anti-stripping agent (Course Graded Surface)	Tons	300	\$75.56	\$22,668.00
6	<b><u>After Hours and Weekend Service</u></b> Hot Mix Asphaltic Concrete Pavement PG 70-22, Type C, supplied with an anti-stripping agent (Course Graded Surface)	Tons	300	\$78.84	\$23,652.00
7	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type D, supplied with an anti-stripping agent (Fine Graded Surface Coarse)	Tons	105,000	\$72.81	\$7,645,050.00
8	<b><u>After Hours and Weekend Service</u></b> Hot Mix Asphaltic Concrete Pavement PG 64-22, Type D, supplied with an anti-stripping agent (Fine Graded Surface Coarse)	Tons	7,500	\$76.64	\$574,800.00
9	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type F, supplied with an anti-stripping agent (Fine Graded Mixture Coarse)	Tons	300	\$79.87	\$23,961.00
10	<b><u>After Hours and Weekend Service</u></b> Hot Mix Asphaltic Concrete Pavement PG 64-22, Type F, supplied with an anti-stripping agent (Fine Graded Mixture Coarse)	Tons	300	\$82.58	\$24,774.00
10A	Recycle Asphalt Product (RAP) Credit	Tons	21,000	\$0.01	\$( 210.00 )
<b>Three Year Total</b>					<b>\$10,248,531.00</b>

Item	Description	Unit	1-Year Quantity (1st 1-Year Ext. Option)	Unit Price	1st Year Extension Option Total
11	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type B, supplied with an anti-stripping agent (Fine Graded Base Surface)	Tons	8,500	\$	\$ No Bid
12	<b><u>After Hours and Weekend Service</u></b> Hot Mix Asphaltic Concrete Pavement PG 64-22, Type B, supplied with an anti-stripping agent (Fine Graded Base Surface)	Tons	500	\$	\$ No Bid
13	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type C, supplied with an anti-stripping agent (Course Graded Surface)	Tons	500	\$	\$ No Bid
14	<b><u>After Hours and Weekend Service</u></b> Hot Mix Asphaltic Concrete Pavement PG 64-22, Type C, supplied with an anti-stripping agent (Course Graded Surface)	Tons	100	\$	\$ No Bid
15	Hot Mix Asphaltic Concrete Pavement PG 70-22, Type C, supplied with an anti-stripping agent (Course Graded Surface)	Tons	100	\$	\$ No Bid
16	<b><u>After Hours and Weekend Service</u></b> Hot Mix Asphaltic Concrete Pavement PG 70-22, Type C, supplied with an anti-stripping agent (Course Graded Surface)	Tons	100	\$	\$ No Bid
17	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type D, supplied with an anti-stripping agent (Fine Graded Surface Coarse)	Tons	35,000	\$	\$ No Bid

	<b><u>After Hours and Weekend Service</u></b>				
18	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type D, supplied with an anti-stripping agent (Fine Graded Surface Coarse)	Tons	2,500	\$	\$ No Bid
19	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type F, supplied with an anti-stripping agent (Fine Graded Mixture Coarse)	Tons	100	\$	\$ No Bid
	<b><u>After Hours and Weekend Service</u></b>				
20	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type F, supplied with an anti-stripping agent (Fine Graded Mixture Coarse)	Tons	100	\$	\$ No Bid
20A	<b>Recycle Asphalt Product (RAP) Credit</b>	Tons	7,000	\$	\$(No Bid)
<i>1st 1-year Ext. Option</i> Three Year Total					No Bid

Item	Description	Unit	1-Year Quantity ( <u>2nd 1-Year Ext Option</u> )	Unit Price	2nd Year Extension Option Total
21	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type B, supplied with an anti-stripping agent (Fine Graded Base Surface)	Tons	8,500	\$	\$ No Bid
	<b><u>After Hours and Weekend Service</u></b>				
22	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type B, supplied with an anti-stripping agent (Fine Graded Base Surface)	Tons	500	\$	\$ No Bid
23	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type C, supplied with an anti-stripping agent (Course Graded Surface)	Tons	500	\$	\$ No Bid



	<b><u>After Hours and Weekend Service</u></b>				
24	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type C, supplied with an anti-stripping agent (Course Graded Surface)	Tons	100	\$	\$ NO Bid
25	Hot Mix Asphaltic Concrete Pavement PG 70-22, Type C, supplied with an anti-stripping agent (Course Graded Surface)	Tons	100	\$	\$ NO Bid
	<b><u>After Hours and Weekend Service</u></b>				
26	Hot Mix Asphaltic Concrete Pavement PG 70-22, Type C, supplied with an anti-stripping agent (Course Graded Surface)	Tons	100	\$	\$ NO Bid
27	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type D, supplied with an anti-stripping agent (Fine Graded Surface Coarse)	Tons	35,000	\$	\$ NO Bid
	<b><u>After Hours and Weekend Service</u></b>				
28	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type D, supplied with an anti-stripping agent (Fine Graded Surface Coarse)	Tons	2,500	\$	\$ NO Bid
29	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type F, supplied with an anti-stripping agent (Fine Graded Mixture Coarse)	Tons	100	\$	\$ NO Bid
	<b><u>After Hours and Weekend Service</u></b>				
30	Hot Mix Asphaltic Concrete Pavement PG 64-22, Type F, supplied with an anti-stripping agent (Fine Graded Mixture Coarse)	Tons	100	\$	\$ NO Bid
30A	Recycle Asphalt Product (RAP) Credit	Tons	7,000	\$	\$ (NO Bid )
				2nd - 1-Year Option Total	\$ NO Bid
				Credit (total)	\$ (210.00)
				<b>Grand Total</b>	<b>\$10,248,531.99</b>

Bay, Ltd. is the primary vendor and was awarded 90% of the bid.

## 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
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  EMPLOYER'S LIABILITY	Statutory  \$500,000 /\$500,000 /\$500,000
POLLUTION LIABILITY	\$1,000,000 Per Occurrence

- 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.

2020 Insurance Requirements

Ins. Req. Exhibit **4-C**

Contracts for General Services – Services Performed Onsite - Pollution

06/08/2020 Risk Management – Legal Dept.

## **Attachment D - Warranty Requirements**

Section 8 Warranty Sub Section (b) is null and void for this Supply Agreement.