



SUPPLY AGREEMENT NO. 7127

All-Weather Asphalt Mix Materials for Public Works

THIS **All-Weather Asphalt Mix Materials for Public Works Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Waller County Asphalt, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide All-Weather Asphalt Mix Materials in response to Request for Bid No. **7127** ("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 shall provide All-Weather Asphalt Mix Materials 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.

(A) The term of this Agreement is one year beginning on the date executed by the City. The parties may mutually renew the term of this Agreement for up to two additional one-year period(s) (each an "Option Term"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Term.

(B) At the end of the term of this Agreement or the final Option Term, the Agreement may, at the request of the City prior to expiration of the Term or final Option Term, continue on a month-to-month basis for up to six months, with compensation based on the applicable pro rata monthly amount of the total amount stated in section 3 of this Agreement. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Term. During the month-to-month term, either party may terminate the Agreement upon 30 days' advance written notice to the other party.

- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$366,600.00, subject to approved amendments and changes. Payment will be made for goods delivered and accepted by the City within 30 days of completion, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Quote/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.

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

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, TX 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:

Joanna Moreno
Public Works Department
361-826-1991
JoannaM@corpuschristitx.gov

- 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 shall 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 employee 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) The specific warranty provisions applicable to this Agreement are stated in **Attachment D**, which is attached and incorporated by reference into this Agreement as if fully set out here in its entirety. 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.

9. Quality/Quantity Adjustments. Any quantities indicated on Attachment B 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 Term. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator

10. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in the City's fiscal 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 that determination and decision is within the City Council's sole discretion when adopting each budget.

11. Independent Contractor. Contractor shall perform the work required by this Agreement as an independent contractor and shall 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 may not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be modified only in writing executed by an authorized representative of each party.
- 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.** Reserved.
- 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: Joanna Moreno, Contract Funds Administrator
Department
2525 Hygeia St. Corpus Christi, Texas 78415
Phone: 361-826-1991
Fax: 361-826-1627

IF TO CONTRACTOR:

Waller County Asphalt, Inc.
Attn: Reid Dawson, Vice President
Address: 220010 Fairgrounds Rd., Hempstead, Texas 77445
Phone: 979-826-7075
Fax: N/A

- 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 THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, 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) Termination for Cause. The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Termination for Convenience. Alternatively, the City may terminate this Agreement for convenience upon 30 days' advance written notice to the Contractor. In the event of a termination for convenience, the Contractor shall be compensated for all Services performed prior to the date of termination, and the City shall have no further obligation to the Contractor

19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines and instructions, if any, for any equipment purchased by the City pursuant to this Agreement. Contractor shall provide such documentation upon delivery of the 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 shown 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 law.

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 forum and venue for such disputes is the appropriate district or county court in Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, if this contract has a value of \$100,000 or more paid wholly or partly from public funds and the Contractor has 10 or more full-time employees, Contractor verifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, Contractor verifies that the Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

26. Public Information Act Requirements. This clause applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

27. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior

negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

Signature:  Kyle Dawson (Jul 23, 2026 10:35:33 CDT)

Printed Name: Kyle Dawson

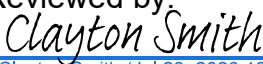
Title: Controller

Date: 07/23/2026

CITY OF CORPUS CHRISTI

Clarissa Johnson
Interim Assistant Director - Contracts & Procurement

Date: _____

Reviewed by:  Clayton Smith (Jul 23, 2026 10:19:18 CDT)
Contracts Manager

07/23/2026

Date

Authorized By
Council _____

ATTEST:

Rebecca Huerta
City Secretary

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

- Exhibit 1: RFB No. 7127
- Exhibit 2: Contractor's Bid Response

Attachment A: Scope of Work

1.1 General Requirements/Background Information

The Supplier shall provide bulk All-Weather Asphalt Mix Material (All Season Pre-Coated Patching Mixture) for the Public Works Department as outlined in this Scope of Work

1.2 Scope of Work

- A. This specification covers various street construction materials used by the City of Corpus Christi.
- B. The material listed in this specification is used in the repair and maintenance programs of the Public Works Department.
- C. The material shall meet the requirements of TXDOT Standard Specification for Construction and Maintenance of Highways, Streets and Bridges Departmental Materials Specifications (DMS) 9202 – Asphaltic Concrete Patching Material & DMS 9203 – Rapid-Curing Asphaltic Patching Material.

1)TXDOT DMS 9202 - 6.1.7. All Season Pre-Coated Patching Mixture

All Season Pre-Coated Patching Mixture (ASPPM). Use only aggregate gradation IV to produce ASPPM. Pre-coat the coarse and fine aggregates with at least 1% of AC-10, PG 64-22, or equivalent material in accordance with Item 300 prior to mixing with the asphalt material meeting the requirements of Table 7.

**Table 7
Asphalt Material Properties for ASPPM**

Property	Test Procedure	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	300	700
Water, %	T 55	–	0.1
Flash point, T.O.C., °F	T 79	250	–
Distillation test: Distillate, percentage by volume of total distillate to 680°F	T 78		
to 437°F		0	0
to 500°F		0	5
to 600°F		55	–
Residue from distillation, volume %		73	100
Tests on distillation residue: Penetration, 100 g, 5 sec., 77°F	T 49	200	–
Solubility in trichloroethylene ¹ , %	T 44	99.0	–

Note—Test procedures beginning with T are AASHTO procedures.

1. Only perform this test if the binder does not appear homogenous.

2)TXDOT DMS 9203 Class I Dense Grade Rapid-Curing Asphalt Concrete

Table 1

Class I Dense Graded Rapid-Curing Asphalt Concrete

Asphalt Content Exclusive of Volatiles		
	Min.	Max.
% by Weight	4.0	6.5
Aggregate Gradation		
Sieve	% by Weight	
Passing 1/2"	100	
Passing 3/8"	95–100	
Passing 1/4"	80–95	
Passing No. 10	30–45	
Passing No. 40	8–20	
Passing No. 80	5–10	
Passing No. 200	2–8	
Hydrocarbon Volatile Content of Mix		
% by Weight	0.4	1.0
Moisture Content of the Mix		
% by Weight	–	0.2
Distillation Range of Volatiles Recovered from Mix		
Distillate, expressed as percent by volume of total volatiles recovered from mix when tested by ASTM D 86		
▪ Off at 300°F (149°C)	0	15
▪ Off at 350°F (177°C)	25	90
▪ Off at 400°F (204°C)	65	100
▪ Off at 450°F (232°C)	75	100
Properties of Asphalt Extracted from the Mix		
Penetration, 77°F (25°C), 100 g, 5 sec.	60	120
Ductility at 77°F (25°C), 5 cm/min., cm	100	–
Stability and Density Properties		
Stability of as-received mix (no curing) at 77 ± 2°F (25 ± 1°C), (molded at 77 ± 2°F [25 ± 1°C])	35%	–
Stability of cured mix at 140°F (60°C), (cured and molded at 140°F [60°C])	40%	–
Density (Mixed, cured, and molded at 140°F [60°C]; percent density is the ratio of the compacted specific gravity to the theoretical maximum specific gravity determined by Tex-227-F.)	90%	96%
Resistance to Water Damage		
The as-received mix, evaluated by Tex-530-C, must not show evidence of more than 10% stripping of the aggregate surfaces.		

- B. The Supplier shall submit testing reports to the Contract Administrator for approval prior to delivery. Packing slips or other suitable shipping documents shall accompany each shipment and shall contain:

- (a) the name and address of person delivering the load
- (b) the name and address of the receiving department and/or delivery location

(c) an itemized delivery ticket showing description of item(s) and quantity for each delivery

1.3 Delivery

- A. All material shall be delivered in end dump trucks to the Public Works Department Materials Yard or a designated job site in tight vehicles with metal bottoms previously cleaned of all foreign matter, and when necessary, shall be covered to reduce loss material and to protect material from weather elements.
- B. Deliveries shall occur between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding City holidays, unless specific arrangements are made.

Public Works Department Materials Yard

7001 Ayers Street

Corpus Christi, Texas 78415

(located across the freeway from the JC Elliot Transfer Station, between SH 286 and Ayers along Greenwood)

1.4 Contractor Quality Control and Superintendence

The Contractor shall ensure that the product and services meet quality standards and are acceptable to the City's Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor shall also provide supervisions of the work to ensure it complies with the contract requirements.



CITY OF CORPUS CHRISTI FINANCE AND PROCUREMENT BID FORM

RFB No. 7127

All-Weather Asphalt Mix Materials for Public Works

PAGE 1 OF 1

Date: 6/17/2026

Bidder: WALLER COUNTY ASPHALT

Authorized
Signature:

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing the bid.

2. Quote your best price for each item.

3. In submitting this bid, Bidder certifies that:

- 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 concerning prices.
- Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with the City's Finance and Procurement office, pursuant to the Code of Ordinances, is current and true.
- Bidder is current with all taxes due, and the company is in good standing with all applicable governmental agencies.
- Bidder acknowledges receipt and review of all addenda for this RFB.
- Bidder acknowledges that in the event of a discrepancy between the unit price and the total price, the unit price will govern, and the City reserves the right to recalculate the total.
- Unit pricing shall include all labor, materials, equipment, delivery, freight, fuel surcharge, and incidental costs required to provide the materials in accordance with the specifications.
- The award will be based on the aggregate total of all contract years.

Item	Description	UNIT	QTY	Unit Price	Total Price
1	All-weather asphalt pothole patching mix in bulk, no bags	Tons	2000	\$ 183.30	\$ 366,600
2	Option Year 1- All-weather asphalt pothole patching mix in bulk, no bags	Tons	2000	\$ 183.30	\$ 366,600
3	Option Year 2 - All-weather asphalt pothole patching mix in bulk, no bags	Tons	2000	\$ 183.30	\$ 366,600
Total Initial Term and Option Years					\$ 1,099,800

ATTACHMENT C: INSURANCE REQUIREMENTS

The City's Legal Department has recommended there be no insurance requirements for this particular scope of work, Purchase Contracts – Supply Agreements – Equipment Leases - Goods or Equipment Delivered to City Other Than Hazardous Chemicals.

2026 Insurance Requirements

Ins. Req. Exhibit **1-A**

Purchase Contracts – Supply Agreements – Equipment Leases

Goods or Equipment Delivered to City Other Than Hazardous Chemicals

01/01/2026 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

No warranty is required therefore, Supply Agreement 7127, Section 8, Warranty Requirements subsections 8(A) and (B) are hereby void.