

## SUPPLY AGREEMENT NO. 3910

### Ductile Iron Pipe Accessories

THIS **Ductile Iron Pipe Accessories Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Hajoca Corporation, dba Moore Supply Co. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Ductile Iron Pipe Accessories in response to Request for Bid No. **3910** ("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 Ductile Iron Pipe Accessories 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) This Agreement is for one year. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.
  - (B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$127,103.00, 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. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

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

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

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

Name: Robert Presnell  
Department: Finance Department  
Phone: 361-826-1750  
Email: RobertPr@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: Robert Presnell  
Title: Stores Supervisor  
Address: 5352 Ayers Street, Corpus Christi, Texas 78415  
Phone: 361-826-1750  
Fax: 361-826-1690

**IF TO CONTRACTOR:**

Hajoca Corporation, dba Moore Supply Co.  
Attn: Leandro Garcia  
Title: Sales  
Address: 3817 Acushnet, Corpus Christi, Texas 78413  
Phone: 361-855-5449  
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 A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS**

**AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

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

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

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

**20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.

**21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**(SIGNATURE PAGE FOLLOWS)**

**CONTRACTOR**

DocuSigned by:  
Signature: Leandro Garcia  
9F B34A22820D4D6...

Printed Name: Leandro Garcia

Title: SALES

Date: 11/11/2021

**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. 3910
- Exhibit 2: Contractor's Bid Response

## **ATTACHMENT A: SCOPE OF WORK**

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

The City uses and stocks ductile iron pipe accessories at the City Warehouse for use by Water Utilities Department to install and maintain water lines for the City.

### **Scope of Work**

- A. The Supplier shall provide ductile iron pipe accessories as outlined on Bid/Pricing Schedule.
- B. The Supplier shall cross reference the City's stock number listed on the Bid/Pricing schedule. The City agrees not to change the stock numbers assigned to each item for the duration of the contract.

### **Contractor Quality Control and Superintendence**

All ductile iron pipe accessories will be defect free, properly packed and shipped to ensure a safe delivery.

### **Special Instructions**

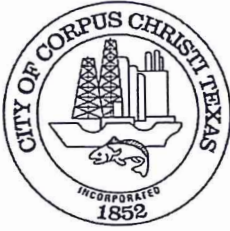
- A. Ordering and Delivery
  - 1. City will place an order on as needed basis.
  - 2. Supplier shall ship the materials within 2 weeks of received order to the City Warehouse, located at 5352 Ayers St. Building 6, Corpus Christi, Texas 78415.
  - 3. All contract prices are F.O.B. destination, inside delivery to the City of Corpus Christi Facility, freight prepaid.
  - 4. Supplier must send Technical data sheet along with the delivery of the material. City will not accept any products that do not conform to the specifications.
  - 5. If any items found defective, unusable, or inoperable to the condition, Supplier shall arrange return shipment or shipping charge will be reimbursed from the invoice.
  - 6. 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 set time frame.
  - 7. Cancellations shall be in writing and sent to Supplier by email, fax, or mail.
  - 8. No restocking fee or payment of any kind shall be owed for orders cancelled due to Supplier's inability to meet the deadline delivery date.



B. Defective Goods

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

## ATTACHMENT B: BID AND PRICING SCHEDULE



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

**RFB No. 3910  
RFB Ductile Iron Pipe Accessories**

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Date: 11/2/2021Bidder: Moore SupplyAuthorized  
Signature: \_\_\_\_\_

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

Item	Description	UNIT	1-YR QTY	Unit Price	Total Price
1	City Stock No. 3199 HYDRANT ADAPTER 6"X13"SWIVEL	EA	9	143.50	1,291.50
2	City Stock No. 3200 HYDRANT ADAPTER 6"X18"SWIVEL	EA	8	158.00	1,264.00
3	City Stock No. 3201 HYDRANT ADAPTER 8"X13"SWIVEL	EA	4	184.00	736.00
4	City Stock No. 3202 HYDRANT BEND 6" SWIV 90 DEGR.	EA	5	222.00	1,110.00
5	City Stock No. 3203 HYDRANT BEND 8"SWIV 90 DEGR.	EA	2	400.00	800.00
6	City Stock No. 3204 HYDRANT TEE 6"MJ RUN X 6"SWIV	EA	3	146.00	438.00
7	City Stock No. 3205 HYDRANT TEE 8"MJ RUN X 6"SWIV	EA	5	183.00	<del>366.00</del> 915.00
8	City Stock No. 3206 MJ 20" X 10" REDUCER	EA	2	645.00	1,290.00

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Item	Description	UNIT	1-YR QTY	Unit Price	Total Price
9	City Stock No. 3207 BEND 4" MJ X 90 DEGR.	EA	3	54.00	162.00
10	City Stock No. 3208 BEND 4" MJ X 45 DEGR.	EA	4	45.00	180.00
11	City Stock No. 3209 BEND 4" MJ X 11 1/4 DEGR.	EA	2	41.00	82.00
12	City Stock No. 3210 BEND 6" MJ X 90 DEGR.	EA	6	88.00	528.00
13	City Stock No. 3211 BEND 6" MJ X 45 DEGR.	EA	6	72.00	432.00
14	City Stock No. 3213 BEND 6" MJ X 22 1/2 DEGR.	EA	2	65.00	130.00
15	City Stock No. 3214 BEND 6" MJ X 11 1/4 DEGR.	EA	2	68.00	136.00
16	City Stock No. 3215 BEND 8" MJ X 90 DEGR.	EA	3	127.00	381.00
17	City Stock No. 3216 BEND 8" MJ X 45 DEGR.	EA	6	104.00	624.00
18	City Stock No. 3217 BEND 8" MJ X 22 1/2 DEGR	EA	2	102.00	204.00
19	City Stock No. 3218 BEND 10" MJ 90 DEGR.	EA	2	201.00	402.00
20	City Stock No. 3219 BEND 10" MJ X 45 DEGR.	EA	2	149.00	298.00
21	City Stock No. 3220 BEND 10" MJ X 11 1/4 DEGR.	EA	3	149.00	447.00
22	City Stock No. 3221 BEND 12" MJ X 90 DEGR.	EA	2	270.80	541.60
23	City Stock No. 3222 BEND 12" MJ X 45 DEGR.	EA	2	224.00	448.00
24	City Stock No. 3223 BEND 12" MJ X 22 1/2 DEGR.	EA	3	196.00	588.00
25	City Stock No. 3224 BEND 12" MJ X 11 1/4 DEGR.	EA	2	184.00	368.00
26	City Stock No. 3225 BEND 24" MJ X 90 DEGR.	EA	2	1584.00	3168.00
27	City Stock No. 3226 BEND 4" MJ X PE 90 DEGR.	EA	2	63.95	127.90
28	City Stock No. 3227 BEND 4" MJ X PE 45 DEGR.	EA	2	48.00	96.00
29	City Stock No. 3228 BEND 4" MJ X PE 22 1/2 DEGR.	EA	2	49.00	98.00

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Item	Description	UNIT	1-YR QTY	Unit Price	Total Price
30	City Stock No. 3229 BEND 6" 90 MJ X PLAIN END	EA	2	106.00	212.00
31	City Stock No. 3230 BEND 6" 45 MJ X PLAIN END	EA	2	80.00	160.00
32	City Stock No. 3231 BEND 6" 11 1/4 MJ X PLAIN END	EA	2	77.00	154.00
33	City Stock No. 3232 BEND 8" 45 MJ X PLAIN END	EA	2	127.00	254.00
34	City Stock No. 3233 BEND 8" 22 1/2 MJ X PLAIN END	EA	2	127.00	254.00
35	City Stock No. 3234 BEND 8" 11 1/4° MJ X PLAIN END	EA	2	119.00	238.00
36	City Stock No. 3235 BEND 10" MJ X PE X 45 DEGR.	EA	2	187.00	374.00
37	City Stock No. 3236 BEND MJ X PE 10" 22 1/2 DEGR.	EA	2	169.00	338.00
38	City Stock No. 3237 BEND 12" MJ X PE 22 1/2 DEGR.	EA	2	223.00	446.00
39	City Stock No. 3238 BEND 12" MJ X PE 11 1/2 DEGR.	EA	2	194.00	388.00
40	City Stock No. 3239 OFFSET 4" MJ X 18	EA	4	149.00	596.00
41	City Stock No. 3240 OFFSET 6" MJ X 24"	EA	2	293.00	586.00
42	City Stock No. 3241 OFFSET 8" MJ X 18"	EA	2	335.00	670.00
43	City Stock No. 3242 OFFSET 8" MJ X 24"	EA	2	475.00	950.00
44	City Stock No. 3243 OFFSET 10 MJ X 18"	EA	2	467.00	934.00
45	City Stock No. 3244 OFFSET 12 MJ X 18"	EA	2	567.00	1,134.00
46	City Stock No. 3245 OFFSET 4" MJ X 18" PE	EA	2	180.00	360.00
47	City Stock No. 3246 OFFSET 6" MJ X 18" PE	EA	2	232.00	464.00
48	City Stock No. 3247 OFFSET 6" MJ X 24" PE	EA	2	322.00	644.00
49	City Stock No. 3248 OFFSET 8" MJ X 18" PE	EA	2	340.00	680.00
50	City Stock No. 3249 OFFSET 8" MJ X 24" PE	EA	2	359.00	718.00

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Item	Description	UNIT	1-YR QTY	Unit Price	Total Price
51	City Stock No. 3250 OFFSET 12" MJ X 18" PE	EA	2	743.00	1,486.00
52	City Stock No. 3251 OFFSET 12" MJ X 24" PE	EA	2	913.00	1,826.00
53	City Stock No. 3252 CAP 4" MJ	EA	4	21.00	84.00
54	City Stock No. 3253 CAP 4" MJ W/2"	EA	2	42.00	84.00
55	City Stock No. 3254 CAP MJ 6"	EA	5	36.00	180.00
56	City Stock No. 3255 CAP 6" MJ CAP W/2"	EA	2	58.00	116.00
57	City Stock No. 3256 CAP MJ 8"	EA	8	59.00	472.00
58	City Stock No. 3257 CAP 8" MJ CAP W/2"	EA	2	80.00	160.00
59	City Stock No. 3258 CAP MJ 10"	EA	2	74.00	148.00
60	City Stock No. 3259 CAP, 12" MJ	EA	2	110.00	220.00
61	City Stock No. 3260 CAP, 12" MJ WITH 2" IPT TAP	EA	2	132.00	264.00
62	City Stock No. 3261 CAP MJ 16"	EA	2	220.00	440.00
63	City Stock No. 3262 CAP MJ 20"	EA	2	359.00	718.00
64	City Stock No. 3263 CAP MJ 24" X 2" IP	EA	2	536.00	1,072.00
65	City Stock No. 3264 CROSS 6" X 4" MJ	EA	2	165.00	330.00
66	City Stock No. 3265 CROSS 4" MJ	EA	2	150.00	300.00
67	City Stock No. 3266 CROSS 6" MJ	EA	2	184.00	368.00
68	City Stock No. 3267 CROSS 8" MJ X 4" MJ	EA	2	259.00	518.00
69	City Stock No. 3269 CROSS 8" MJ	EA	2	200.00	400.00
70	City Stock No. 3270 CROSS 12" MJ X 6" MJ	EA	2	310.00	620.00
71	City Stock No. 3271 CROSS 12" MJ X 10" MJ	EA	2	563.00	1,126.00

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Item	Description	UNIT	1-YR QTY	Unit Price	Total Price
72	City Stock No. 3272 CROSS 12" MJ	EA	2	563.00	1,126.00
73	City Stock No. 3273 PLUG 4" MJ	EA	4	26.00	104.00
74	City Stock No. 3274 PLUG 4" MJ W/2" TAP	EA	3	47.00	141.00
75	City Stock No. 3275 PLUG 6" MJ	EA	4	48.00	192.00
76	City Stock No. 3276 PLUG 6" MJ WITH 2" IPT TAP	EA	2	68.00	136.00
77	City Stock No. 3277 PLUG 8" MJ	EA	2	70.00	140.00
78	City Stock No. 3278 PLUG 8" MJ WITH 2" IPT TAP	EA	2	91.00	182.00
79	City Stock No. 3279 PLUG MJ 10"	EA	2	121.00	242.00
80	City Stock No. 3280 PLUG MJ 12"	EA	2	120.00	240.00
81	City Stock No. 3281 PLUG 16" MJ	EA	2	315.00	630.00
82	City Stock No. 3282 PLUG 18" MJ	EA	2	404.00	808.00
83	City Stock No. 3283 PLUG 20" MJ	EA	2	530.00	1,060.00
84	City Stock No. 3284 MJ 6" X 4" REDUCER	EA	3	52.00	156.00
85	City Stock No. 3285 MJ 8" X 4" REDUCER	EA	4	70.00	280.00
86	City Stock No. 3286 MJ 8" X 6" REDUCER	EA	5	75.00	375.00
87	City Stock No. 3287 MJ 10" X 4" REDUCER	EA	2	113.00	226.00
88	City Stock No. 3288 MJ 10" X 6" REDUCER	EA	2	96.00	192.00
89	City Stock No. 3289 MJ 10" X 8" REDUCER	EA	2	105.00	210.00
90	City Stock No. 3290 MJ 12" X 6" REDUCER	EA	2	125.00	250.00
91	City Stock No. 3291 MJ 12" X 8" REDUCER	EA	2	128.00	256.00
92	City Stock No. 3292 MJ 12" X 10" REDUCER	EA	2	143.00	286.00

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Item	Description	UNIT	1-YR QTY	Unit Price	Total Price
93	City Stock No. 3293 MJ 16" X 10" REDUCER	EA	2	302.00	604.00
94	City Stock No. 3294 MJ 16" X 12" REDUCER	EA	2	291.00	582.00
95	City Stock No. 3295 MJ 6" X 4" PE REDUCER	EA	2	80.00	160.00
96	City Stock No. 3296 MJ 8" X 6" PE REDUCER	EA	2	74.00	<del>148.00</del>
97	City Stock No. 3297 MJ 24" X 20" PE REDUCER	EA	2	1,817.00	3,634.00
98	City Stock No. 3298 MJ 4" X 6" PE REDUCER	EA	2	53.00	106.00
99	City Stock No. 3299 MJ 6" X 8" PE REDUCER	EA	2	80.00	160.00
100	City Stock No. 3300 MJ 6" X 12" PE REDUCER	EA	2	176.00	352.00
101	City Stock No. 3301 REDUCER 6" PLAIN END X 4" PE	EA	2	62.00	124.00
102	City Stock No. 3302 REDUCER 8" PE X 4" PLAIN END	EA	2	92.00	184.00
103	City Stock No. 3303 REDUCER 8" PLAIN END X 6" PE	EA	2	97.00	194.00
104	City Stock No. 3304 REDUCER 10" PE X 6" PE	EA	2	128.00	256.00
105	City Stock No. 3305 16" PE X 12" PE REDUCER	EA	2	293.00	586.00
106	City Stock No. 3306 SLEEVE MJ 4"	EA	12	48.00	576.00
107	City Stock No. 3307 SLEEVE MJ 6"	EA	66	80.00	5,280.00
108	City Stock No. 3308 SLEEVE MJ 8"	EA	29	129.00	3,741.00
109	City Stock No. 3309 SLEEVE MJ 10"	EA	2	154.00	308.00
110	City Stock No. 3310 SLEEVE MJ 12X7 "	EA	2	157.00	314.00
111	City Stock No. 3311 SLEEVE MJ 12X12"	EA	12	207.00	2,484.00
112	City Stock No. 3312 SLEEVE MJ 16X15"	EA	19	395.00	7,505.00
113	City Stock No. 3313 SLEEVE MJ 18X15"	EA	2	521.00	1,042.00

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Item	Description	UNIT	1-YR QTY	Unit Price	Total Price
114	City Stock No. 3314 SLEEVE MJ 20X15"	EA	3	629.00	1,887.00
115	City Stock No. 3315 SLEEVE MJ 24X9"	EA	2	771.00	1,542.00
116	City Stock No. 3316 SLEEVE MJ 24X15"	EA	2	827.00	1,654.00
117	City Stock No. 3317 SLEEVE MJ 30"	EA	3	1731.00	5,193.00
118	City Stock No. 3318 SLEEVE MJ 36"	EA	2	2,431.00	4,862.00
119	City Stock No. 3319 REDUCER 12" X 10" MJ X PE	EA	8	174.00	1,392.00
120	City Stock No. 3320 SLEEVE MJ 48X15"	EA	2	3,823.00	7,646.00
121	City Stock No. 3321 SLEEVE MJ 48" X 24"	EA	2	4,566.00	9,132.00
122	City Stock No. 3322 TEE 4" MJ	EA	2	71.00	142.00
123	City Stock No. 3323 TEE MJ 6" X 4"	EA	3	117.00	351.00
124	City Stock No. 3324 TEE MJ 6" X 6"	EA	2	126.00	252.00
125	City Stock No. 3325 TEE, 8" MJ X 4" MJ	EA	2	136.00	272.00
126	City Stock No. 3326 TEE MJ 8" X 6"	EA	2	155.00	310.00
127	City Stock No. 3327 TEE MJ 8"	EA	2	189.00	378.00
128	City Stock No. 3328 TEE MJ 12" X 6"	EA	2	255.00	510.00
129	City Stock No. 3329 TEE 12" X 8" MJ	EA	2	294.00	588.00
130	City Stock No. 3330 TEE 12" X 10" MJ	EA	2	378.00	756.00
131	City Stock No. 3331 TEE 12" MJ	EA	2	377.00	754.00
132	City Stock No. 3332 12" X 6" MJ X SWIVEL TEE	EA	2	262.00	524.00
133	City Stock No. 3626 BEND, 10" MJ X 22 1/2DG	EA	2	150.00	300.00
134	City Stock No. 3627 BEND, 6" MJ X PE X 22 1/2DG	EA	2	83.00	166.00



					Page 8 of 8
Item	Description	UNIT	1-YR QTY	Unit Price	Total Price
135	City Stock No. 3628 BEND, 8" MJ X PE X 90DG	EA	2	150.00	300.00
136	City Stock No. 3629 CROSS, 12" MJ X 8" MJ	EA	2	355.00	710.00
137	City Stock No. 3630 20" X 10" MJ REDUCER	EA	2	645.00	1,290.00
138	City Stock No. 3035 CAP MJ, 48" DI	EA	2	3,732.00	7,464.00
139	City Stock No. 3501 ANCHOR TEE MJ 8" X 8"	EA	2	275.00	550.00
140	City Stock No. 3678 8" BEND MJ X 11 1/4DG	EA	2	92.00	184.00
141	City Stock No. 3895 ANCHOR COUPLING 12" X 13"	EA	4	483.00	1,932.00
142	City Stock No. 4208 TEE 16" MJ	EA	2	859.00	1,718.00
				Grand Total	126,554.00

# 127,103.00

AS  
11/10/21

## ATTACHMENT C: INSURANCE AND BOND REQUIREMENTS

### I. CONTRACTOR'S LIABILITY INSURANCE

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including:	\$250,000 Per Occurrence
1. Commercial Broad Form	
2. Premises – Operations	
3. Products/ Completed Operations	
4. Contractual Liability	
5. Independent Contractors	
6. Personal Injury- Advertising Injury	

- 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.

**BOND REQUIREMENTS:**

No bonds required for this Agreement.

2021 Insurance Requirements

Ins. Req. Exhibit **4-D**

Contracts for General Services – Services Performed Offsite

05/10/2021 Risk Management – Legal Dept.

**ATTACHMENT D: WARRANTY REQUIREMENTS**

No manufacturer's warranty required for this Agreement.