

Service Agreement

Agreement No. 748

GREENWOOD SENIOR CENTER ROOF REPAIR

THIS Greenwood Senior Center Roof Repair ("Agreement") is entered into by and between South Texas Metal Roofing ("Contractor"), Corpus Christi, TX and the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), effective for all purposes upon execution by the City Manager or designee ("City Manager").

WHEREAS, Contractor has bid to provide Greenwood Senior Center Roof Repair in response to the City's Request for Bids ("RFB No. 120") which RFB No. 120 with any related specifications, and bid response, are incorporated by reference into this Agreement as Exhibits "1 and 2";

WHEREAS, the City has determined Contractor to be the lowest, responsive, responsible bidder;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

1. **Scope.** Contractor will provide Greenwood Senior Center Roof Repair ("Services") in accordance with this Agreement and the Scope of Work as shown in Attachment "A".
2. **Term.** This Agreement is for 12 weeks, commencing on the issuance of a notice to proceed (NTP).
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$ 184,250.00, subject to authorized extensions and changes. Payments will be allowed in accordance with Attachment "B" Schedule of Pricing attached and incorporated by reference. Payment terms are net 30 days after the goods are provided or services are completed, as required or a correct invoice is received, whichever is later.
4. **Allowances.**
 - a. Allowances are an amount established in the Agreement by the City to pay Contractor for a scope of work which has been identified, but which has not yet been fully defined and may be used in whole, in part, or not at all as determined by the City. If the City has included Allowances within Agreement amount for materials and/or work, the Allowances may be used in whole, in part, or not at all as determined by the City.

- b. The decision as to whether to proceed with an Allowance is within the City's complete discretion. If the City notifies Contractor of its potential intent to proceed with that scope of work outlined by the allowance, Contractor shall provide the City with pricing based from the schedule of pricing (Attachment B) for the scope of work and as required pursuant to the Contract Documents. For the defined scope of work and as required pursuant to the Contract Documents. For the defined scope of Allowance work, the City may direct Contractor to proceed on a time and materials basis, or decide not to proceed with the potential Allowance work.
 - c. Contractor must have the City's advance written approval generally issued by task order before proceeding with an established Allowance work element.
 - d. Any unused Allowance funds belong to the City and will revert back to the City upon completion of the Work. A change order will be issued to reduce the Agreement value for any unused allowance funds that remain.
5. **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. All of Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator or designee ("Contract Administrator") as follows:
- Contract Administrator: Andres Gonzalez
Contract Administrator Department: Facilities
Contract Administrator Address: 1201 Leopard Street
Contract Administrator Phone: 361-720-3350
Email: AndresG@cctexas.com
6. **Independent Contractor.** Contractor will perform the Services as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions may any agent, servant or employee of Contractor be considered an employee of the City.
7. **Insurance.** Before Services can begin under this Agreement, Contractor's insurance company (ies), must deliver a Certificate of Insurance, as proof of the required insurance coverage, to the Contract Administrator. Contractor's insurance requirements are attached to the Agreement as Attachment "C".
8. **Assignment.** No assignment of this Agreement or of any right or interest contained in this Agreement by Contractor is effective unless the City Manager first gives its written consent to such assignment. The performance of this Agreement by Contractor is of the essence of this Agreement, and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.

9. **Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City (the City's fiscal year ends on September 30th) is subject to appropriations and budget approval providing for such contract item as an expenditure in the budget. The City does not represent that said budget item will be actually adopted, as that determination is within the sole discretion of the City Council at the time of adoption of each budget.
10. **Waiver.** No waivers by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
11. **Governing Law.** This Agreement is subject to all federal, state and local laws, rules and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county or justice court in and for Nueces County, Texas.
12. **Subcontractors.** Contractor may use subcontractors in connection with the Services to be performed under this Agreement. When using subcontractors, however, Contractor must obtain prior written approval from the Contract Administrator unless such subcontractors were named and included at the time of bid. In using subcontractors, Contractor shall be responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if Contractor and its employees had performed the Services.
13. **Amendments/Extensions.** This Agreement may be amended only in writing and upon execution by authorized representatives of both parties. Such amendment will be in the form of a change order. Extensions to this Agreement will be at the sole discretion of the City and if offered to Contractor will be mutually agreed to in the form of a bilateral change order.
14. **Termination.**
- a. The City Manager may terminate this Agreement for Contractor's failure to perform the Services specified in this Agreement. Failure to keep any required insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give Contractor 10 days written notice of the breach and set out a reasonable opportunity to cure. If 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 without cause upon 30 days written notice to Contractor. However, the City may terminate this Agreement upon 24 hours written notice to Contractor for Contractor's failure to pay or provide proof of payment of taxes, as set out in this Agreement.

15. Taxes. Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request. Failure to pay or provide proof of payment is grounds for the City Manager to immediately terminate this Agreement.

16. Certificate of Interested Parties. Contractor agrees to comply with Texas Government Code Section 2252.908 and complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.

17. Notice. Notice may be given by fax, email, hand delivery or certified mail, postage prepaid, and is received on the day faxed, emailed or hand-delivered and on the third day after deposit in the U.S. mail if sent certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi

Attention: Andres Gonzalez
1201 Leopard Street
Corpus Christi, Texas 78401
Fax: 361-826-1989
Email: AndresG@cctexas.com

IF TO CONTRACTOR:

South Texas Metal Roofing

Attention: Sigifredo Montemayor
2217 Flour Bluff Drive
Corpus Christi, Texas 78414
Fax: 361-937-7048
Email: sigil060@gmail.com

18. Severability. Each provision of this Agreement is considered to be severable and if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or 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 thereof had been omitted.

19. CONTRACTOR AGREES TO 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 ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF 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 THIS CONTRACT OR THE PERFORMANCE OF THIS

CONTRACT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. 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 INDEMNITEES AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

20. Order of Precedence. In the event of conflicts or inconsistencies between this Agreement and its exhibits or attachments, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority:

- a. this Agreement and its Attachments,
- b. the RFB documents including Addenda,
- c. the bid response.

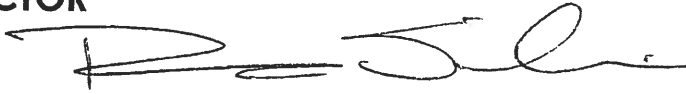
21. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

22. Bonds. Contractor shall keep current a performance bonds and payment bonds for the full value of the contract. Bonds shall automatically increase with any changes that occurs during the term of this Agreement.

23. Warranty. Contractor shall warranty all work for one year starting with the date the work is accepted by the City. The warranty under this section shall survive the expiration or earlier termination of this agreement.

CONTRACTOR

Signature: _____



Printed Name: _____

Raymundo Silva

Title: _____

Supervisor.

Date: _____

05/12/2016

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachments:

Attachment A: Scope of Work

Attachment B: Schedule of Pricing

Attachment C: Insurance Requirements

Incorporated by Reference Only:

Exhibit 1: RFB No. 120, Greenwood Senior Center Roof Repair

Exhibit 2: Contractor's Bid Response

Attachment A- Scope of Work

4.1 GENERAL REQUIREMENTS/BACKGROUND INFORMATION

The Contractor shall provide all labor, supervision, equipment, tools, consumables, safety equipment (Hard hats, safety glasses, steel toed boots, and proper work attire) to perform the work as outlined in this Scope of Work.

4.2 SCOPE OF WORK

Contractor to remove existing roof and gutters including haul off and disposal of debris at the Greenwood Senior Center located at 4040 Greenwood Dr., Corpus Christi, TX 78404. Repairs will consist of:

1. Contractor will be required to obtain a permit for roof work. City Project Manager (P.M.) will inspect Contractor's equipment before and/or during the project for safety.
2. Inspect selected roof deck area and replace as needed, in conjunction with the P.M. Ten percent of the deck will be replaced under the base bid. Any additional deck replacement needed will be done under the Allowance at the price per sheet. Install tapered insulation system as per code requirements (minimum 1/4 inch slope per every 1 foot).
3. Install a new modified and composition shingle roof which consists of:
 - A. Modified Mop Down System (five-layer course); (approximately 120 squares) on all flat areas with a 30-year warranty.
 - B. Composition Roof System (shingles) on all pitch areas (approximately 40 squares) with a 30-year warranty.
 1. Remove and replace composition roof shingles (approximately 40 squares) and haul away debris
 2. Remove and replace all plumbing pipe jacks on shingle roof area that is being replaced.
 3. Install 30 pound underlayment felt paper on entire shingle area.
 4. Install 2 inch by 2 inch drip edge on entire perimeter pitch roof area.
 5. Install a starter course on top of drip edge.
 6. Install a 30-year class A fire resistant composition roof shingle.
 7. Install 8 inch roof to wall cap flashing where applicable.
 8. Install roof to wall flashing on the last upper shingle. (pitch and flat)
4. Mechanically fasten fiberglass base using a #14 heavy duty with 3 inch galvalume metal plates as per code. The installation of the glass sheet will only take place once the P.M. inspects and gives the final approval.

5. Install modified and primed gravel guard before applying hot asphalt to ensure a better attachment. The gravel guard will be installed on the entire perimeter of the replaced build-up flat roof system.
 - A. Install new pitch pans and fill with pourable sealant (flexible) on all steel anchor supports around air condition area.
 - B. Replace any existing expansion joints on areas being worked on.
 - C. Remove and replace all standard exhaust roof jacks, and remove and seal penetration in inoperative vents in conjunction with the City Project Manager that exist on work areas.
6. Apply 3 layers of ply IV fiberglass interplay sheets on hot asphalt. Ensure all areas are free from ponding conditions. During walk through areas with ponding issues have been identified by paint markings, fill areas with asphalt and ply 4 sheets to get it to drain properly.
7. Install a modified class A bitumen mop down cap sheet on areas being worked on the flat system.
8. Install one way breather vents, 1 per every 1000 square foot to release trapped air pressure and moisture.
9. Remove and install approximately 1300 linear feet of 6 inch residential seamless gutters (15" coil .032 aluminum). Install 250 linear feet of 3 inch by 4 inch downspouts.
10. Install 12 one way breather vents, 1 per every 1000 square foot to release trapped air pressure and moisture.
11. Remove and replace 5 skylights.
12. Inspect and replace all damaged fascia.
13. During every phase of the project, provide the P.M. notice and access to take pictures for documentation, of the different phases of work.
14. Have the roof inspected by a licensed engineer and provide a windstorm certificate to the City before acceptance of work.
15. Insurance must be kept current throughout the term of the contract.
16. The contractor will be required to participate in a project kick off meeting with the City Project Manager and a final walk through prior to acceptance of the work by the City.
17. Contractor will have to provide their own portable restrooms.

18. Provide a minimum 1 year warranty for all workmanship.
19. Complete a 1-year warranty walk through on the 11th month after the project is Accepted by the City.

4.3 CITY CONTRACT ADMINISTRATOR:

The Contract Administrator for the City of Corpus Christi is as outlined below. The Contract Administrator shall approve all phases of performance and operations under this Contract including authorization for payment. The Contract Administrator or designee shall be the single point of contact for the Contractor for all matters. The Contract Administrator may change over time and any such changes will be given to the Contractor in writing.

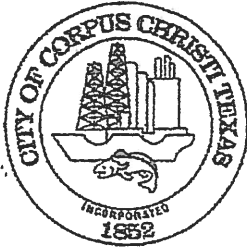
<u>Contract Administrator –</u>	Name	Andres Gonzalez
	Address	1201 Leopard Street
	Phone Number	(361) 720-3350
	Email Address	AndresG@cctexas.com

4.4 WORK SITE AND CONDITIONS

The work shall be performed at the Greenwood Senior Center at 4040 Greenwood Dr., Corpus Christi, TX 78404.

4.5 CONTRACTOR QUALITY CONTROL AND SUPERINTENDENCE

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



ATTACHMENT B- SCHEDULE OF PRICING

CITY OF CORPUS CHRISTI

BID FORM

PURCHASING DIVISION

RFB NO. 120

RFB Title: Greenwood Senior Center Roof Repair

DATE: 5-5-16

South Texas Metal-Roofing
BIDDER


AUTHORIZED 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 purchasing 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 required governmental agencies.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.0	Base Bid plus 10% for unforeseen deck repair-Bidder shall furnish all necessary labor, materials, equipment, and supervision to remove existing roof and gutters including haul off and disposal of debris at the Greenwood Senior Center per scope of work.	1	LS	\$ 179,250.	
2.0	Allowance <div>Price per sheet above the base bid plus 10% to be issued by the Contract Administrator via task orders using the Allowance referenced above. PPS: <u>\$ 58=</u></div>	1	AL	\$5,000.00	= \$184,250.=

Attachment “C”

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 to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City’s Risk Manager and Director of Facilities and Property Management, 2 copies 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
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS’ COMPENSATION	Statutory
EMPLOYER’S LIABILITY	\$500,000 /\$500,000 /\$500,000

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

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers’ compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers’ compensation coverage provided must be in an amount sufficient to assure that all workers’ compensation obligations incurred by the Contractor will be promptly met.

- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

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

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2016 Insurance Requirements
Facility and Property Management
Roof Replacement Project
3/24/2016 ds Risk Management