

SERVICE AGREEMENT NO. 4652

Corpus Christi Water (CCW) Restrooms Remodel

THIS **CCW Restrooms Remodel Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and AZTECA Designs, Inc. dba AZTECA Designs & Construction ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide CCW Restrooms Remodel in response to Request for Bid/Proposal No. 4652 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, 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 CCW Restrooms Remodel ("Services") 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, and in accordance with Exhibit 2.

2. Term.

(A) The Term of this Agreement is seven months beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-month 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 \$162,078.50, subject to approved extensions and changes. Payment will be made

for Services performed 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:

Magdalena Alaniz
Asset Management
361-826-3557
magdalena@cctexas.com

5. Insurance; Bonds.

(A) 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.

(B) Contractor shall provide performance and payment bonds in the amount of 100% of the total compensation under this Agreement if required by law or if otherwise required by the City. At a minimum, the Contractor will be required to provide a payment bond if the compensation under this Agreement exceeds \$50,000 and a performance bond if the compensation under this Agreement exceeds \$100,000. Bonds furnished must meet all requirements of Texas Insurance

Code Chapter 3503, Texas Government Code Chapter 2253, and all other applicable laws and regulations, and be in a form that is reasonably approved by the City Attorney. If any bonds in excess of the minimums listed in this provision are required, such additional bond requirements will be as listed in Attachment C.

6. Purchase Release Order. For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services 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 Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal 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.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. Quality/Quantity Adjustments. Any Service 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 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services 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.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 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: Magdalena Alaniz
Sr. Project Manager
1201 Leopard St., Corpus Christi, Texas 78401
Phone: 361-826-3557
Fax: 361-826-1989

IF TO CONTRACTOR:

AZTECA Designs Inc. dba AZTECA Designs & Construction
Attn: Cecilia Castellano
Title: President
Address: 20956 Somerset Rd., Somerset, Tx. 78069
Phone: 210-375-1900
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.

ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements/Background Information

The Contractor shall provide remodeling services for the CCW restrooms at 2726 Holly Road, Corpus Christi, TX 78415. The Contractor shall have enough responsible, trained personnel qualified to provide the required services.

1.2 Scope of Work

- A. The Contractor shall provide all supervision, labor, transportation, tools, materials, and equipment necessary for the completion of services. All services must be performed in accordance with federal, state, local building codes and OSHA safety requirements, including but not limited to IBC 2015, IPC 2015.
- B. The Contractor is responsible for submitting all product specifications for City Project Manager to review and approve prior to purchase and installation. Allow 14 business days for City submittal review.
- C. The Contractor must bring up any concerns or obstructions (pipes, electrical, flooring, walls, etc.) that could pose an issue to City Project Manager.
- D. The Contractor is responsible for maintaining construction area clean and neat daily. All construction debris must be properly and legally disposed of.
- E. The Contractor must field verify all measurements, quantities, and perform a site inspection with the City Project Manager.
- F. All electrical needs must be field verified.
- G. Any shutdown of Corpus Christi Waters (CCW) or power must be coordinated with the City Project Manager 3-5 days in advance.
- H. Payment and Performance Bonds – If payment and/or performance bonds are required, the bonds must be submitted for approval before work can begin on the project. Insurance must comply with the Insurance Requirements outlined in this RFB. Bonds must comply with Texas Government Code 2253 and be in the form approved by the City Attorney.
- I. **Flooring:**
 - 1. Remove and replace existing floor tile in both men's and women's restroom and men's locker room.
 - 2. Replace floor drain covers with new to match existing. Floor drains shall be covered and protected from construction debris.
 - 3. The Contractor shall remove existing mosaic floor tile in both men's and women's restroom, men's locker room, and replace with new slip resistant tile. Tile color/style preference similar to *MSI Cementino Gray, 12"x 24"* with grout color *165 Delorean Gray* or similar.

4. The Contractor shall remove and replace all baseboards with tile, beveled 90-Degree radius from wall to floor.
5. The Contractor shall maintain proper floor slope around floor drains for proper drainage.
6. Submittals must be provided prior to purchase.

J. **Painting:**

1. In both men's and women's restroom prepare, seal, prime, and paint to watertight conditions all concrete masonry unit (CMU) walls. Color selection to be determined by Project Manager and approved prior to purchase and application.
2. The Contractor shall remove any plastic wall anchors, screws, etc. and caulk fill in prior to painting.
3. Prep, prime, and repaint lockers. Color selection to be determine by Project Manager and approved prior to purchase and application.
4. Doors and door frame shall be painted. Existing paint that is falling off or flaking shall be wired brushed prior to application of new paint. Color selection to be determined by Project Manager and approved prior to purchase and application.
5. The Contractor shall prepare all painted surfaces in accordance with manufacture specifications.
6. The Contractor shall achieve a cohesive coat of paint on all walls/areas acquiring paint.
7. The Contractor shall properly prep the restrooms to protect any areas not acquiring paint.
8. Paint residue shall be wiped clean off all other surfaces not painted.

K. **Dispensers:**

1. In both men's and women's restroom remove and re-install existing toilet paper dispensers. Unused holes shall be filled in.
2. Remove and re-install paper towel dispensers.
3. Remove and re-install soap and sanitizing dispensers.

L. **Lighting & Ceiling:**

1. In both men's and women's restroom upgrade by replacement all existing overhead florescent lighting with surface mounted 48" x 12" LED slim fit/flat panel, wet rated, Dimmable for Field Selectable correlated color temperature (CCT) ranging from 3000K, 3500K, and 4000K at 1260 Lumens.

2. Upgrade by replacement and/or retrofit 9"/10" LED recessed lighting, wet rated, Dimmable for Field Selectable with correlated color temperature (CCT) ranging from 3000K, 4000K, 5000K.
3. Replace wall mounted ceiling light switches with wall mounted dimmable controls. Covers shall be white.
4. Remove and replace ceiling diffuser and return air grille.
5. Submittals must be provided prior to purchase.

M. **Vanity/Countertops:**

1. The Contractor shall remove existing mirrors and replace with wall-to-wall frame-less mirrors.
2. Remove and replace countertops with 3CM solid surface – Corian type. Including 3CM backsplash and face edge to match. Color Preference: See *Arrowroot Corian Design*. Submittals must be provided prior to purchase.
3. Install solid surface removable apron protective panels under countertops. See exhibit 1.
4. Install blocking as required.
5. Remove and replace five sinks with under-mount rectangular, solid surface seamless sinks molded into countertops in both men's and women's restroom. Submittals must be provided prior to purchase.
6. Replace all five sink faucets with automatic/touchless sensor faucets, chrome finish.
7. The Contractor shall replace p-traps, water hoses, fittings, escutcheon plates, etc.
8. Submittals must be provided prior to purchase.

N. **Toilet Compartments:**

1. Remove and replace toilet stall partitions, including stall doors, in both men's and women's restroom with overhead braced/floor mounted solid plastic panels (e.g. HDPE panels). Color Preference/Style similar to: *Scranton Charcoal Grey*
2. Remove and replace urinal partitions with solid surface panels (e.g. HDPE panels).
3. The Contractor shall remove and reset grab-bars. Install blocking as necessary. Must be set to its original ADA compliance heights.
4. Remove and replace toilets and control valves with automatic flush valves.
5. Remove and replace urinals and control valves with automatic flush valves.
6. Submittals must be provided prior to purchase.

O. **Men's Restroom-Shower Specifics:**

1. Remove and replace shower control valves and shower heads.
2. Install anti-siphon recessed hose bibb with ball valve in shower.
3. Remove and replace wall and floor tile in shower with new.
 - i. Mosaic Floor Tile, similar to style *Jeffrey Court Emperador Mix Square Honed Cream/Brown*
 - ii. Wall Tile, similar to style *MSI City Grigio, 4"x12" Ceramic Subway Tile*
4. Replace any damaged shower enclosure with Durock cement board or similar. Add waterproof membrane.
5. Replace bench in dry area with new to match existing in style and color.
6. Install new hanging towel rod above new bench and two hanging towel hooks above dry space.
7. Install new curtain rod to match existing.
8. Repair damaged wall and install corner guard in men's locker room.
9. Replace baseboard in locker room with new Roppe 4" Black Vinyl base.

P. **Women's Restroom-Shower Specifics:**

1. Remove and replace shower control valves and shower heads.
2. Install anti-siphon recessed hose bibb with ball valve in shower.
3. Remove and replace wall and floor tile in shower with new.
 - i. Mosaic Floor Tile, similar to style *Jeffrey Court Emperador Mix Square Honed Cream/Brown*
 - ii. Wall Tile, similar to style *MSI City Grigio, 4"x12" Ceramic Subway Tile*
4. Replace any damaged shower enclosure with Durock cement board or similar. Add waterproof membrane.
5. Install new hanging towel rod above new bench.
6. Install custom tempered glass shower door at opening of dry space above shower curb with stainless tubular back-to-back handle.
7. Shower door framing will be aluminum. Clear silicone sealant shall be applied at seams between shower framing and shower walls.
8. Submittals and/or shop drawings must be provided prior to purchase.

Q. **Accommodations:**

1. The Contractor will need to provide portable trailer restrooms, to include air conditioning/heating and lighting of trailer. Restrooms shall have enough units for men and women (minimum of nine units). ADA accessibility to be included. Septic services must be included. Must provide an auxiliary water tank. Connections will not be done by the City, this includes power, water line, septic. Portable restrooms shall be made available throughout the duration of the project. Portable restrooms are to be maintained and serviced according to recommendations. Location/stagging has been determined.

1.3 Restroom Remodel Plans

See Exhibit 1, Pages 1-5 for Floor Plans.

1.4 Invoicing

- A. The Contractor can submit monthly progressive invoices for services to the City, granted the amount invoiced is in correlation to the services render. Invoices shall include:

Work description. purchase order number, service agreement number, location and date of service and labor hours, and receipts for any and all material.

- B. Invoices shall be sent as follows:

1. Original copy to Accounts Payable address:

City of Corpus Christi, Attn: Account Payable, PO Box 9277, Corpus Christi, Texas 78469-9277

2. Copy to Contract Administrator facilitymaintenanceinvoicing@cctexas.com

- C. Approval for payment shall be authorized by the Contract Administrator or Project Manager.

1.5 Special Instructions

- A. Allowances will be used at the City's discretion in the event of unforeseen conditions or conflicts are encountered during construction that warrants the use of the Allowance funds. If the use of Allowance funds become necessary, the City Project Manager will provide written authorization at a cost negotiated between City and Contractor. No work is to be performed under the Allowance term without authorization from the City Project Manager. There is no guarantee that any of these funds will be needed during the course of the work and only be used on an as needed basis.
- B. The Contractor shall report to the Project Manager or designee at the location upon arrival.
- C. Any unauthorized changes or services performed by the Contractor will be at the responsibility of the Contractor and not Asset Management-Facility Maintenance.

- D. After hour or holiday work must be pre-approved by City Project Manager and a day's notice must be given.
- E. The Contractor shall clean and haul away all debris.
- F. The Contractor shall commence work no more than TBD days from date of notice to proceed.
- G. After completion of inspection, the Contractor shall report back to the Project Manager or designee.

PLANS FOR CORPUS CHRISTI WATER UTILITIES BUILDING RESTROOM REFRESH

PROJECT LOCATION:
CITY WATER BUILDING
2627 HOLLY STREET
CORPUS CHRISTI, TX 78415



VICINITY MAP

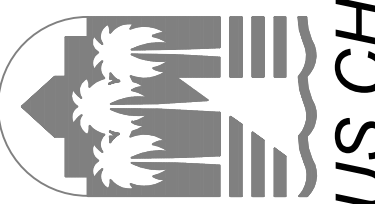
Not to Scale

SHEET NO.	DESCRIPTION
#1	TITLE SHEET
#2	MEN'S RESTROOM FLOOR PLAN
#3	MEN'S RESTROOM PHOTOS
#4	WOMEN'S RESTROOM FLOOR PLAN
#5	WOMEN'S RESTROOM PHOTOS

PREPARED BY
CORPUS CHRISTI ASSET MANAGEMENT
FACILITIES & PLANNING DEPARTMENT STAFF

Request For Bid Exhibit
THIS DOCUMENT IS RELEASED FOR
REVIEW UNDER THE AUTHORITY OF THE
ASSET MANAGEMENT DEPARTMENT -
FACILITIES
CITY OF CORPUS CHRISTI
IT IS NOT INTENDED TO BE USED FOR
ANY OTHER PURPOSE

DEPARTMENT OF
ASSET MANAGEMENT
FACILITIES &
PLANNING



CITY OF CORPUS CHRISTI TEXAS
Department of Asset Management Facilities & Planning

CORPUS CHRISTI WATER UTILITIES BUILDING
RESTROOM REFRESH

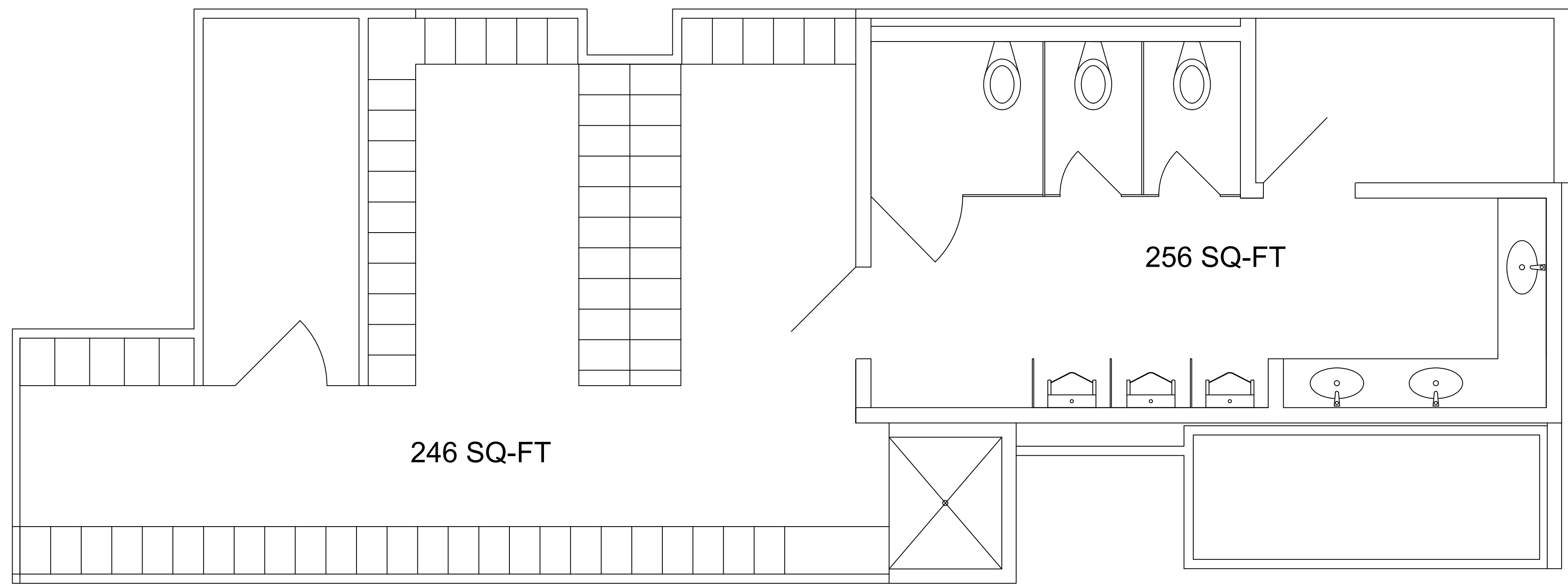
TITLE SHEET

SHEET 1 of 5

CITY PROJECT #:

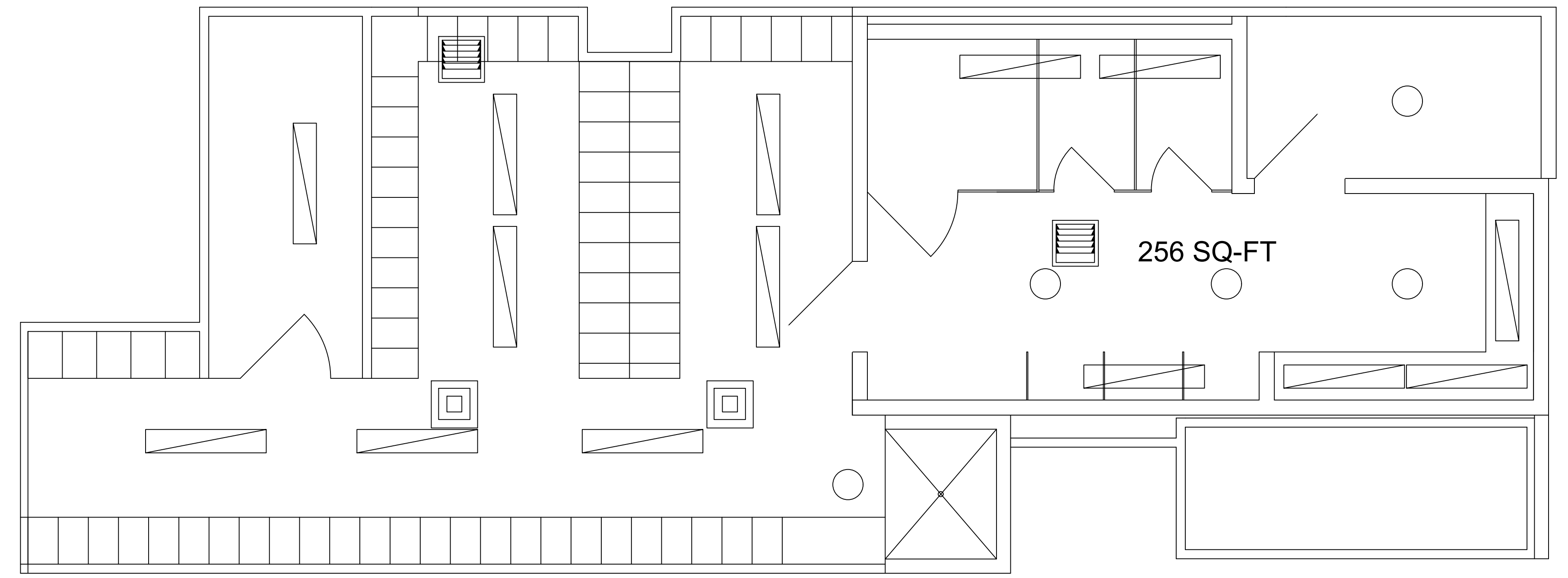
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DATE 01/11/2023



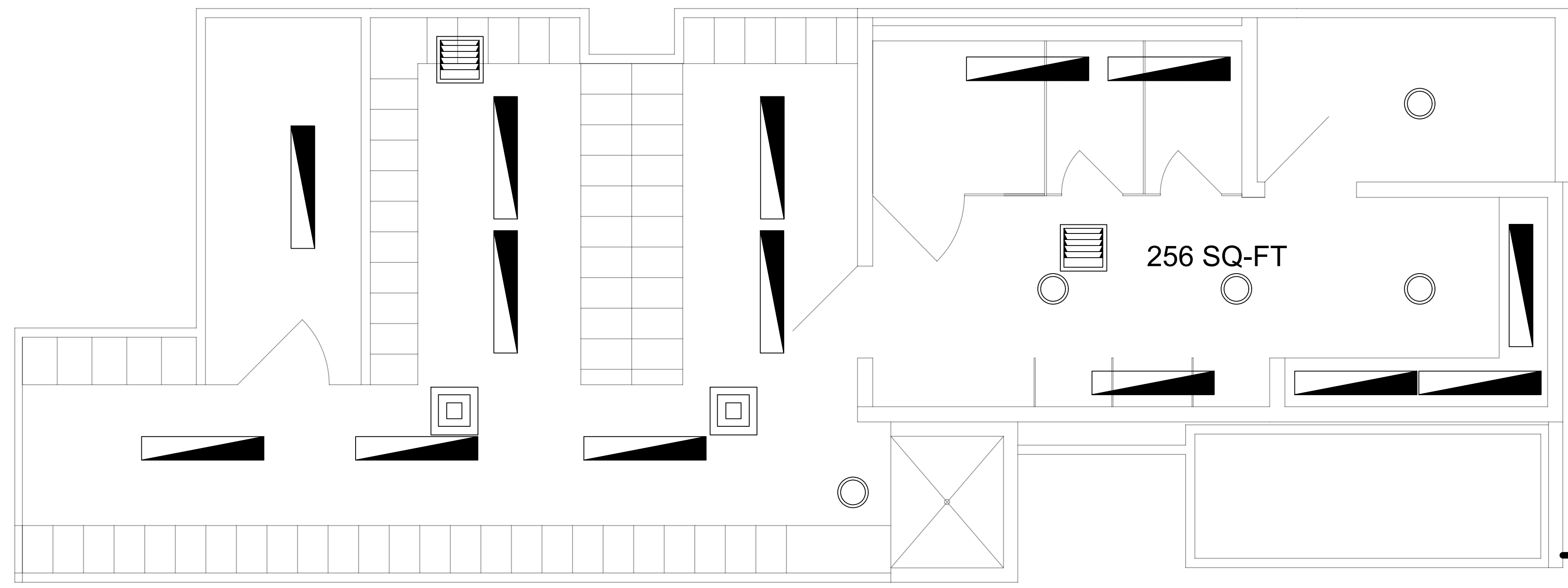
**W.U.B MEN'S RESTROOM/LOCKER
FLOOR PLAN**

SCALE: N.T.S



**W.U.B MEN'S RESTROOM/LOCKER CEILING &
LIGHT PLAN**

SCALE: N.T.S



PROPOSED LIGHT PLAN

SCALE: N.T.S

KEY LEGEND

- FLOOR DRAIN
- RECESSED INCANDESCENT LIGHT FIXTURE
- NEW RECESSED LED CEILING LIGHT FIXTURE
- ▭ 1' X 4' FLUORESCENT LIGHT FIXTURE
- ▭ NEW 1' X 4' LED SLIM FIT LIGHT FIXTURE
- SUPPLY AIR GRILL
- ▭ RETURN AIR GRILL

Request For Bid Exhibit
THIS DOCUMENT IS RELEASED FOR REVIEW UNDER THE AUTHORITY OF THE ASSET MANAGEMENT DEPARTMENT - CITY OF CORPUS CHRISTI ON 01/11/2023 IT IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSE

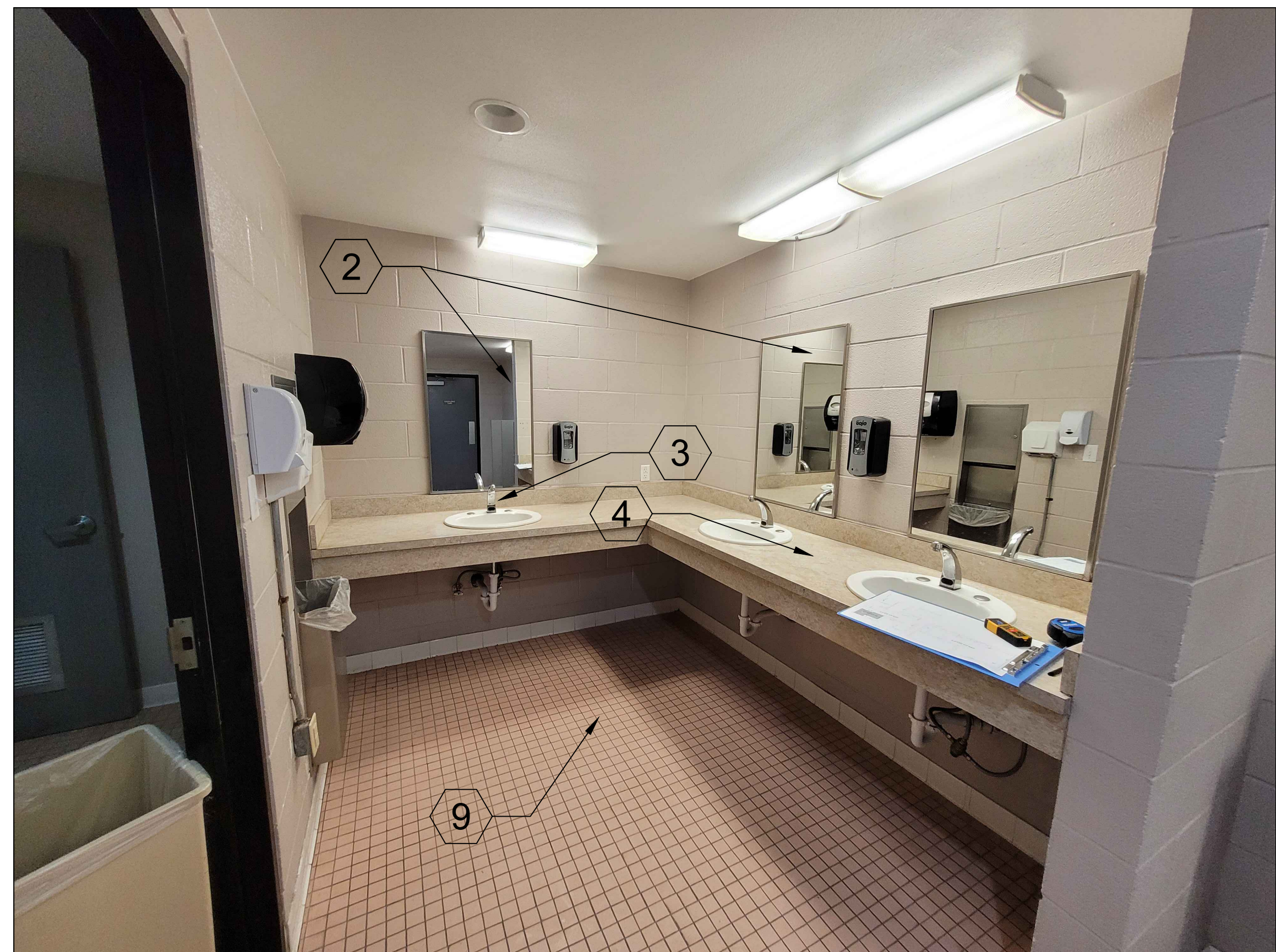
**DEPARTMENT OF
ASSET MANAGEMENT
FACILITIES &
PLANNING**



CITY OF CORPUS CHRISTI TEXAS
Department of Asset Management Facilities & Planning

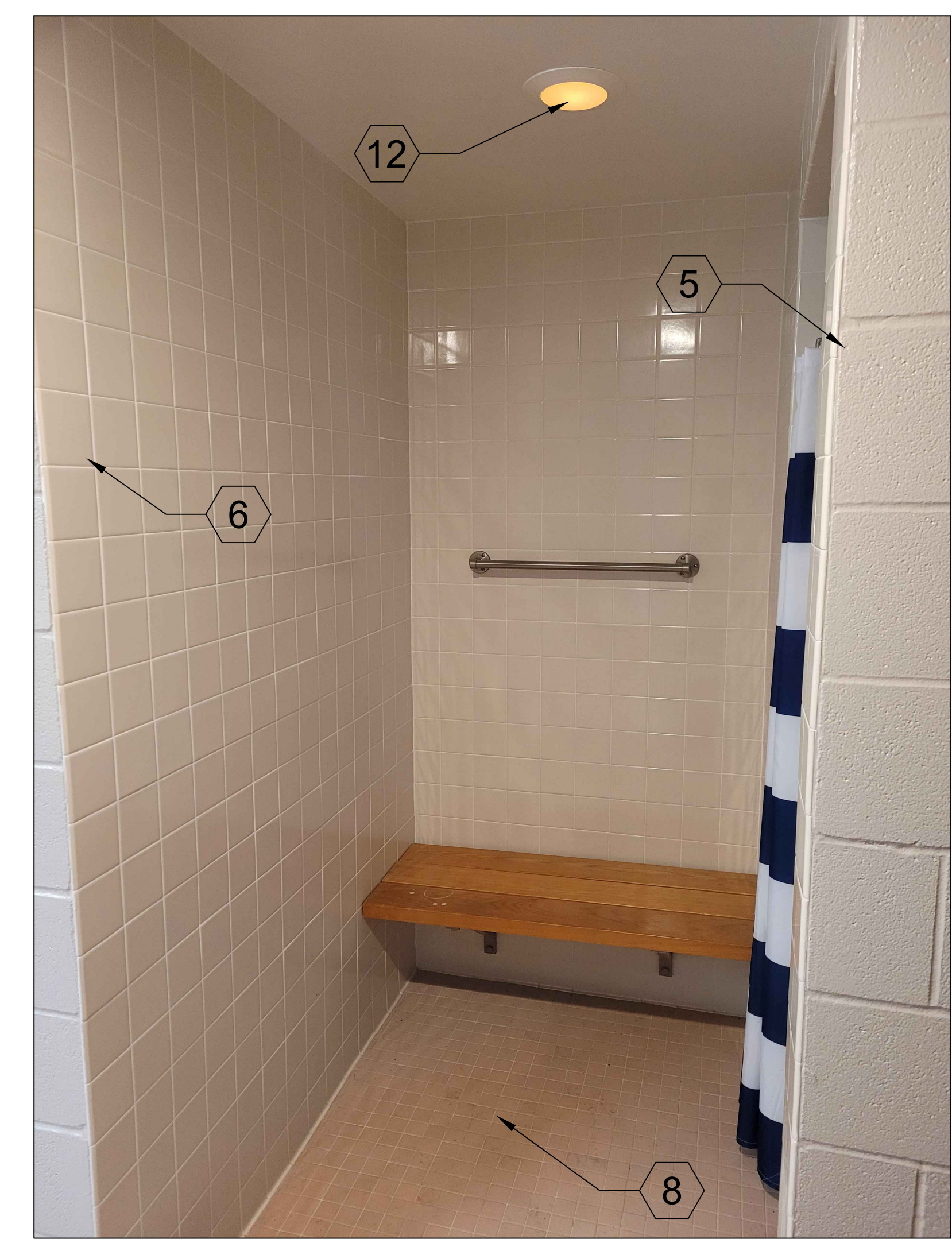
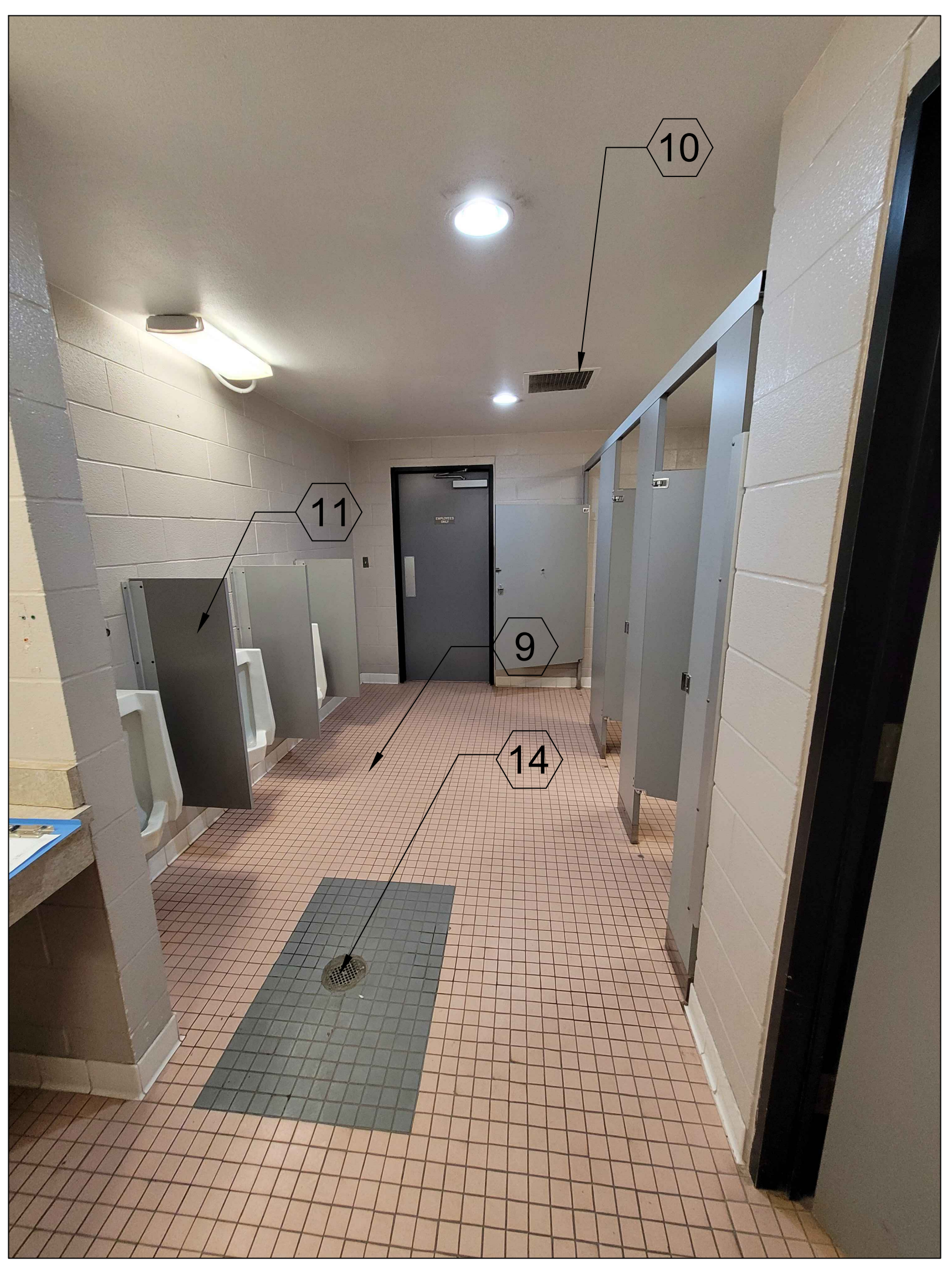
**CORPUS CHRISTI WATER UTILITIES BUILDING
RESTROOM REFRESH**

MEN'S RESTROOM FLOOR PLAN



1 PHOTO - MEN'S TOILET STALLS
X X N.T.S

2 PHOTO - MEN'S VANITY
X X N.T.S



3 PHOTO - MEN'S RESTROOM
X X N.T.S

3 PHOTO - MEN'S SHOWER
X X N.T.S

GENERAL NOTES

- 1 WALLS TO RECEIVE NEW PAINT. SEMI-GLOSS, COLOR TBD BY CITY PROJECT MANAGER.
- 2 REPLACE MIRRORS WITH WALL-TO-WALL FRAMELESS MIRROR.
- 3 REPLACE VANITY SINKS WITH RECTANGULAR SEAMLESS UNDER-MOUNTED SINKS, WHITE. REPLACE SINK FAUCET WITH AUTOMATIC/TOUCHLESS SENSOR, CHROME FINISH.
- 4 REPLACE LAMINATE COUNTERTOP WITH 3CM SOLID SURFACE COUNTERTOP WITH 3CM BACK SPLASH. SEE *CORIAN DESIGN ARROWROOT*.
- 5 REPLACE CURTAIN ROD TO MATCH EXISTING.
- 6 REPLACE SHOWER WALL TILE. SEE *MSI CITY GRIGIO, 4" X 12"* SUBWAY TILE FOR STYLE/COLOR PREFERENCE.
- 7 REPLACE SHOWER HEAD AND SHOWER FAUCET WITH NEW. NOT SHOWN IN PHOTO 4.
- 8 REPLACE SHOWER MOSAIC FLOORING WITH NEW. SEE *JEFFREY COURT EMPERADOR MIX SQUARE HONED CREAM/BROWN* FOR STYLE/COLOR PREFERENCE.
- 9 REPLACE RESTROOM FLOOR WITH NEW. SEE *MSI CEMENTINO GRAY 12"X24"* GROUT COLOR *165 DELOREAN GRAY*.
- 10 RETURN AND SUPPLY GRILLS SHALL BE REPLACED WITH NEW, MOISTURE AND RUST RESISTANT.
- 11 REPLACE TOILET STALL & URINAL PARTITIONS WITH OVERHEAD BRACED/FLOOR MOUNTED SOLID SURFACE/H.D.P.E PANELS. COLOR PREFERENCE: CHARCOAL GRAY
- 12 UPGRADE EXISTING FLORESCENT LIGHT WITH 4'X12" LED LIGHTING, SURFACE MOUNT, SLIM FIT, DIMMABLE, CCT RANGE 3000K,4000K,5000K.

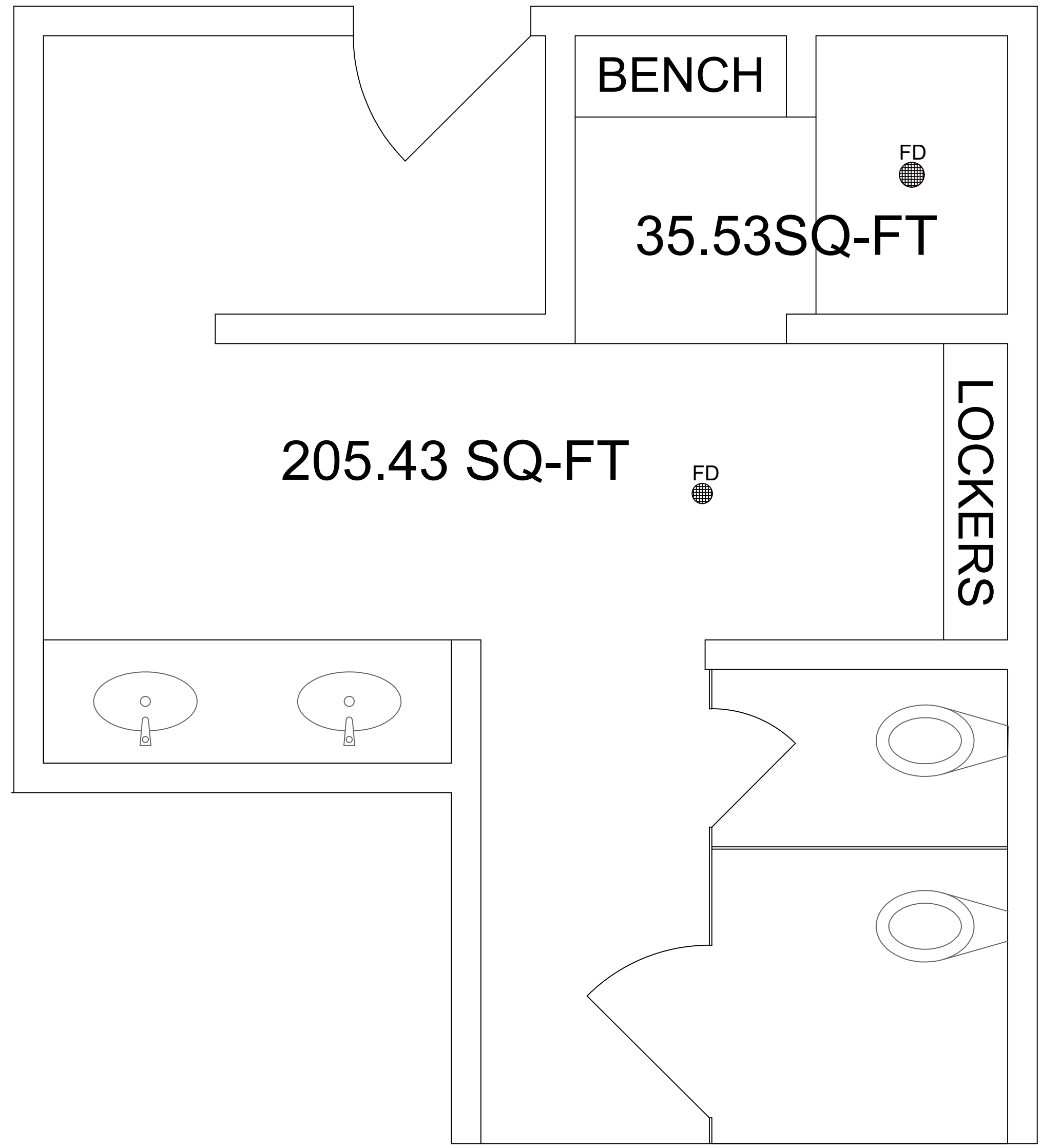
UPGRADE BY REPLACE/RETROFIT EXISTING LIGHT FIXTURE WITH 9"/10" RECESSED LED LIGHTING, WET RATED, DIMMABLE, CCT RANGE 3000K,4000K,5000K.
- 13 PAINT GEAR LOCKERS. COLOR TO BE DETERMINED BY OWNER/CITY PROJECT MANAGER. NOT SHOWN ON SHEET.
- 14 REPLACE FLOOR DRAIN COVERS TO MATCH EXISTING.

Request For Bid Exhibit
THIS DOCUMENT IS RELEASED FOR
VIEW UNDER THE AUTHORITY OF THE
ASSET MANAGEMENT DEPARTMENT -
FACILITIES
CITY OF CORPUS CHRISTI
ON 01/11/2023
IT IS NOT INTENDED TO BE USED FOR ANY
OTHER PURPOSE

DEPARTMENT OF
ASSET MANAGEMENT
FACILITIES &
PLANNING

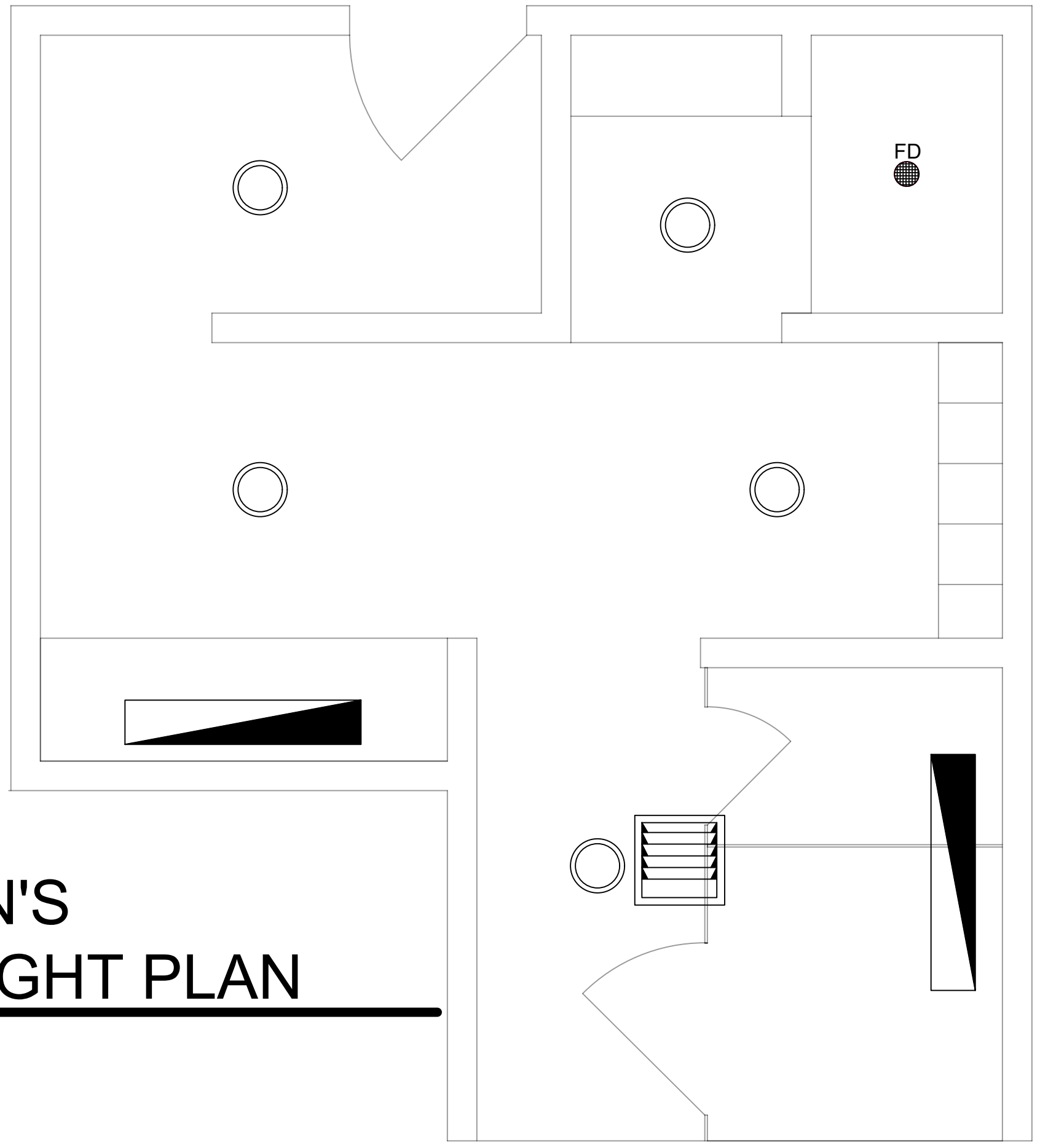
CITY OF CORPUS CHRISTI TEXAS
Department of Asset Management Facilities & Planning

CORPUS CHRISTI WATER UTILITIES BUILDING
RESTROOM REFRESH
MEN'S RESTROOM: PHOTOS



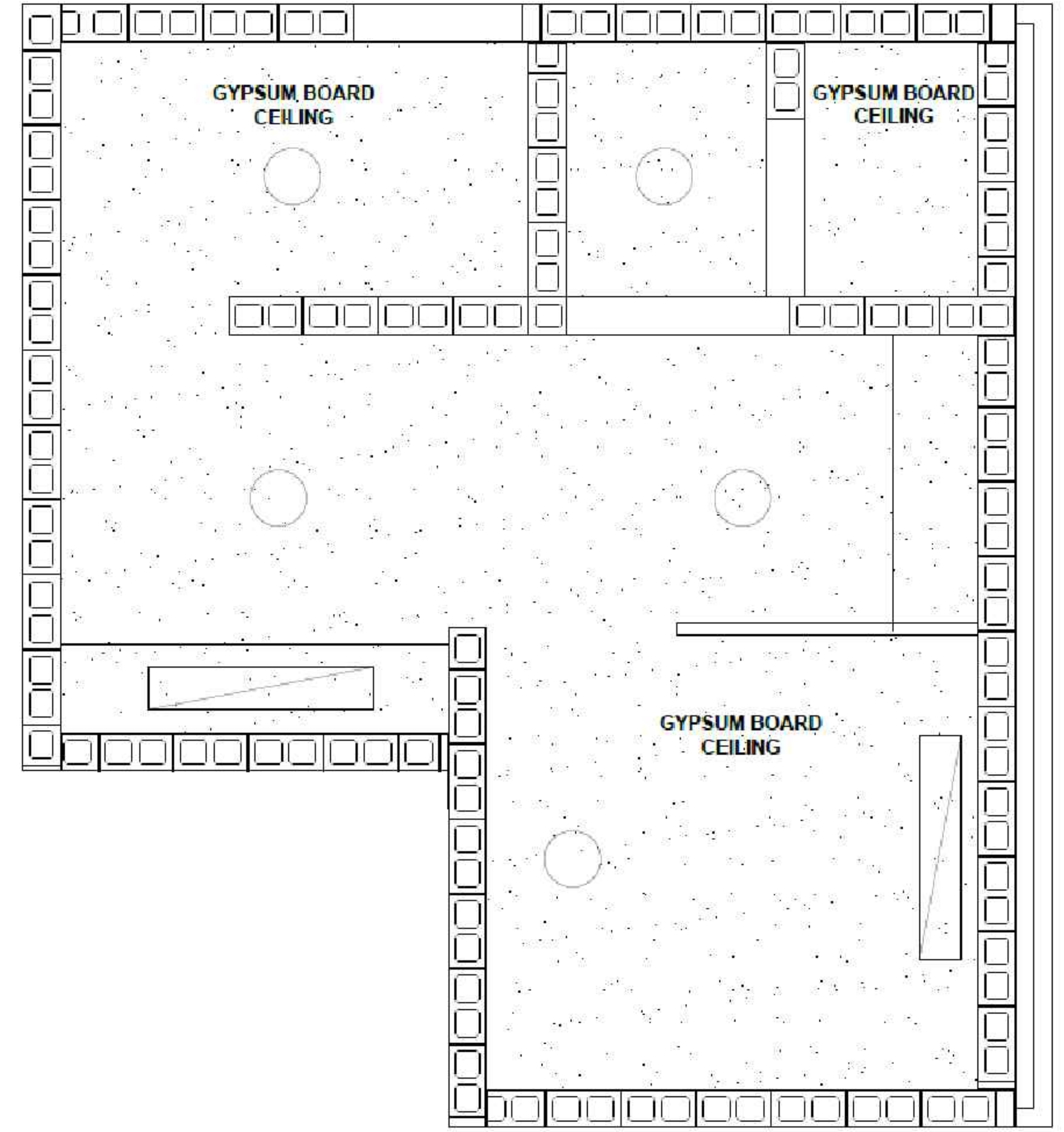
W.U.B WOMEN'S RESTROOM FLOOR PLAN

SCALE: N.T.S



W.U.B WOMEN'S PROPOSED LIGHT PLAN

SCALE: N.T.S



W.U.B WOMEN'S LIGHTING PLAN

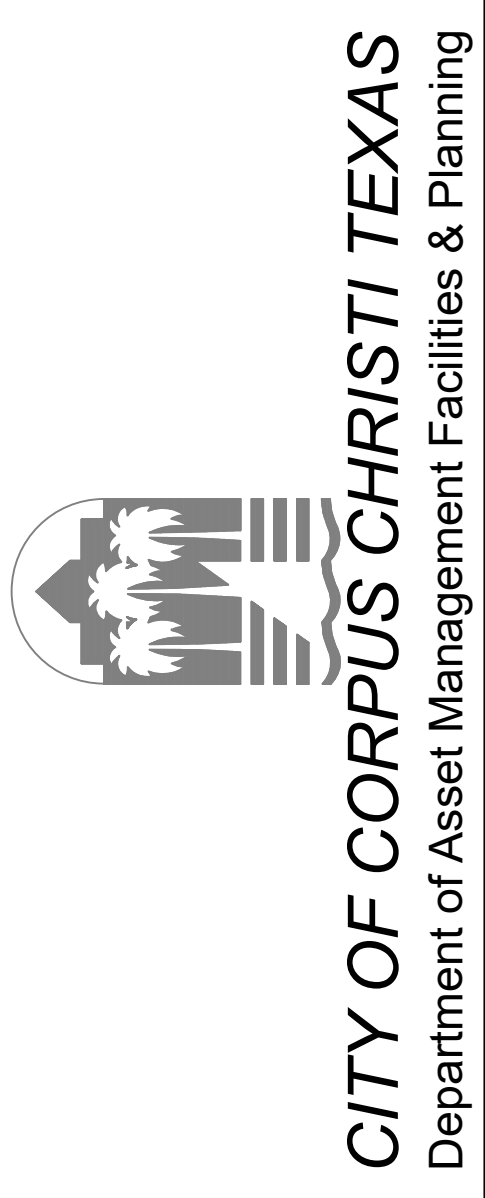
SCALE: N.T.S

KEY LEGEND

- FLOOR DRAIN
- RECESSED INCANDESCENT LIGHT FIXTURE
- NEW RECESSED LED CEILING LIGHT FIXTURE
- ▭ 1' X 4' FLUORESCENT LIGHT FIXTURE
- ▭ NEW 1' X 4' LED SLIM FIT LIGHT FIXTURE
- SUPPLY AIR GRILL
- ▭ RETURN AIR GRILL

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FACILITIES &
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**CORPUS CHRISTI WATER UTILITIES BUILDING
RESTROOM REFRESH**

WOMEN'S RESTROOM FLOOR PLAN



1 PHOTO - WOMEN'S VANITY
X X N.T.S



2 PHOTO WOMEN'S SHOWER
X X N.T.S



3 PHOTO - WOMEN'S TOILET STALLS
X X N.T.S



1 PHOTO - WOMEN'S LOCKERS
X X N.T.S

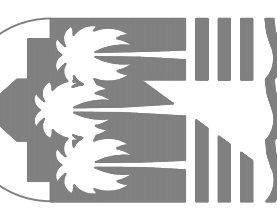
GENERAL NOTES

- 1 WALLS TO RECEIVE NEW PAINT. SEMI-GLOSS, COLOR TBD BY CITY PROJECT MANAGER.
- 2 REPLACE MIRRORS WITH WALL-TO-WALL FRAMELESS MIRROR.
- 3 REPLACE VANITY SINKS WITH RECTANGULAR SEAMLESS UNDER-MOUNTED SINKS, WHITE.
- 4 REPLACE LAMINATE COUNTERTOP WITH 3CM SOLID SURFACE COUNTERTOP WITH 3CM BACK SPLASH. SEE *CORIAN DESIGN ARROWROOT*.
- 5 REPLACE CURTAIN ROD TO MATCH EXISTING.
- 6 REPLACE SHOWER WALL TILE. SEE *MSI CITY GRIGIO, 4" X 12"* SUBWAY TILE FOR STYLE/COLOR PREFERENCE.
- 7 REPLACE SHOWER HEAD AND SHOWER FAUCET WITH NEW.
- 8 REPLACE SHOWER MOSAIC FLOORING WITH NEW. SEE *JEFFREY COURT EMPERADOR MIX SQUARE HONED CREAM/BROWN* FOR STYLE/COLOR PREFERENCE.
- 9 REPLACE RESTROOM FLOOR WITH NEW. SEE *MSI CEMENTINO GRAY 12"X24"* GROUT COLOR *165 DELOREAN GRAY*.
- 10 RETURN AND SUPPLY GRILLS SHALL BE REPLACED WITH NEW, MOISTURE AND RUST RESISTANT.
- 11 REPLACE TOILET STALL PARTITIONS WITH OVERHEAD BRACED/FLOOR MOUNTED SOLID SURFACE/H.D.P.E PANELS. COLOR PREFERENCE: CHARCOAL GRAY
- 12 UPGRADE EXISTING FLORESCENT LIGHT WITH 4'X12" LED LIGHTING, SURFACE MOUNT, SLIM FIT, DIMMABLE, CCT RANGE 3000K,4000K,5000K.

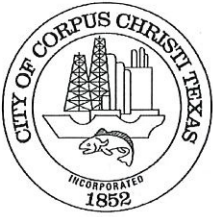
UPGRADE BY REPLACE/RETROFIT EXISTING LIGHT FIXTURE WITH 9"/10" RECESSED LED LIGHTING, WET RATED, DIMMABLE, CCT RANGE 3000K,4000K,5000K.
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Department of Asset Management Facilities & Planning

CORPUS CHRISTI WATER UTILITIES BUILDING
RESTROOM REFRESH
WOMEN'S RESTROOM: PHOTOS



ATTACHMENT B: BID/PRICING SCHEDULE

CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT BID FORM RFB No. 4652 CCW Restrooms Remodel

Date: April 25, 2023

Bidder: AZTECA Designs and Construction

Authorized
Signature: _____



President

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.

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL PRICE
Labor - Repairs & Upgrades to Restrooms		Lump Sum		\$ 78,500.00
Temporary Portable Trailer Restrooms		Lump Sum		\$ 15,000.00
SUBTOTAL				\$ 93,500.00
DESCRIPTION	ESTIMATED SPEND	MARK UP %	ESTIMATED SPEND + MARK UP %	
Parts and Materials	\$48,590.00	15 %	\$ 55,878.50	\$ 55,878.50
ALLOWANCES FOR UNFORESEEN CONDITIONS	1		N/A	\$12,700.00
SUBTOTAL				\$ 68,578.50
GRAND TOTAL				\$ 162,078.50

ATTACHMENT C: INSURANCE REQUIRMENTS

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: <ol style="list-style-type: none"> 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) <ol style="list-style-type: none"> 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

- 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.

2023 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

01/01/2023 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

- A. Covered warranty on new installation shall be one year or better for all labor and workmanship.
- B. Covered warranty on new installation shall be one year or better for all new parts and materials, and/or new equipment.
- C. Warranty on all repairs shall be one year or better for all labor and materials. Any additional service call to repair deficiencies previously addressed will not be considered for payment.
- D. Contractor shall provide manufacture warranty documents at the time of final completion.