

## SERVICE AGREEMENT NO. 4210

### INSTALLATION OF 27 SHADE STRUCTURES

THIS **Installation of 27 Shade Structures Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Synergy Construction of South Texas, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Installation of 27 Shade Structures in response to Request for Bid/Proposal No. 4210 ("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 Installation of 27 Shade Structures ("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 four 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 \$111,375.00, 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:

Name: Emily Fauver  
Department: Asset Management  
Phone: 361-826-3761  
Email: EmilyF2@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) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this

Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 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 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 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.** In performing the Services, the 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: Emily Fauver  
Title: Project Manager  
Address: 1201 Leopard St., Corpus Christi, TX 78401  
Phone: 361-826-3761  
Fax: N/A

**IF TO CONTRACTOR:**

Synergy Construction of South Texas, LLC  
Attn: Juan Hernandez  
General Manager  
Address: 3790 WOW Rd., Suite A, Corpus Christi, Texas 78413  
Phone: 361-334-1066

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.

## CONTRACTOR

DocuSigned by:  
Signature: JUAN HERNANDEZ  
7F6DE07AD26746B...  
Printed Name: JUAN HERNANDEZ  
Title: General Manager  
Date: 7/27/2022

## CITY OF CORPUS CHRISTI

Josh Chronley  
Assistant Director of Finance - Procurement

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

### **Attached and Incorporated by Reference:**

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

### **Incorporated by Reference Only:**

Exhibit 1: RFB/RFP No. 4210  
Exhibit 2: Contractor's Bid/Proposal Response



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## **ATTACHMENT A – SCOPE OF WORK**

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

The Contractor shall provide services for **PARKS & RECREATION – INSTALLATION OF 27 SHADE STRUCTURES FOR LABONTE PARK, LINDALE PARK, BILLISH PARK, and PARKER PARK.** Reference Exhibit A for Shade Structure Design Drawings. Reference Exhibit B for Shade Structure Placement Locations. Contractor shall have sufficient responsible, trained personnel qualified to provide the required services.

### **LOCATIONS:**

#### **LABONTE PAR**

14333 Interstate 37  
Corpus Christi, TX 78410

#### **LINDALE PARK**

3133 Swantner Street  
Corpus Christi, TX 78404

#### **BILLISH PARK**

15601 Gypsy Street  
Corpus Christi, TX 78418

#### **PARKER PARK**

654 Graham Road  
Corpus Christi, TX 78418

### **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.** Conduct the following work at the work sites in each park listed below:
  - a. 20 shade structures at Labonte Park
  - b. 1 shade structure at Lindale Park
  - c. 2 shade structures at Billish Park
  - d. 4 shade structures at Parker Park
  - e. Note: total of 27 shade structures

### **C. Description of Work**

- 1) Locate and mark all park utilities prior to excavation work
  - A. Maintain utility marks throughout the duration of construction

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- B. If utilities are damaged during construction, the Contractor is responsible for repairing damage to utilities at their own expense
- C. Remove utility marks after construction is completed
- 2) Construct and maintain OSHA compliant safety perimeter around the designated work sites
  - A. Create a safety perimeter around the designated work sites to prevent the public from accessing the work sites during construction
  - B. Setup temporary fencing, blockades, signs, etc. as necessary prior to the start of construction
  - C. Maintain safety perimeter around the designated work sites during construction
  - D. Remove safety perimeter around work sites after construction is completed
  - E. Reference Exhibit B for work site location
- 3) Contractor is responsible for any damage or breakage to the shade structure materials and hardware provided by the City of Corpus Christi
  - A. Contractor shall handle all materials and hardware with care to prevent potential damage
  - B. Contractor shall replace all damaged or broken materials and hardware at no additional cost to the City
  - C. This includes any damage or breakage of materials/hardware that occurs during handling, loading/unloading, transportation, storage, assembly, installation, etc.
- 4) Transport new shade structure materials to each of the designated work sites in each of the parks included in this project
  - A. Contractor is responsible for transporting all unassembled materials and hardware to the work sites. Shade Structure Components Package pictured below.



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- B. Assembled shade structure dimensions: 10' length x 10' width x 13'<sup>3</sup>/<sub>8</sub>" height
  - C. Assembled shade structure weight: approximately 500 - 700 pounds
  - D. Shade structures are stored at the Park Operations Yard located at:
    - 5352 Ayers
    - Building #4
    - Corpus Christi, Texas 78415
  - E. Reference Exhibit B for work site locations
  - F. Notes:
    - i. The vendor recommends utilizing a forklift for loading, unloading, and moving the shade structures
    - ii. Contractor is responsible for providing and utilizing all transportation equipment and vehicles needed
  - G. After transporting the shade structure materials and hardware to the work site, the Contractor must assemble and install the shade structure within a timely manner to prevent any potential weathering or damage to the materials before they are assembled and installed
  - H. If the Contractor does not assemble and install the shade structure within 1 day of transporting the materials to the work site, the Contractor must store the 27 new shade structures at the work site in accordance with the storage specifications on Exhibit A
    - i. Metal roofing should be stored indoors or when stored outside it should be stored up on blocks with finished face up and sloped to drain
    - ii. Materials must be covered and protected from the elements to prevent material deterioration before assembly and installation
- 5) Install new concrete slabs
- A. Concrete slab dimensions: 10'10" length x 10'10" width x 4" thickness
  - B. One concrete slab for each of the new shade structures
  - C. Reference Exhibit B for work site locations
  - D. Contractor must follow all installation specifications on Exhibit A (see concrete notes)
    - i. Remove all organic material and topsoil from slab area
    - ii. Prepare slab with compacted sand, gravel, or crushed rock
    - iii. Concrete slab to be 4" thick
    - iv. Reinforce slab with welded wire fabric at mid-depth
    - v. Edge of slab to be thickened and reinforced with continuous rebars
    - vi. In locations subject to frost, install isolation joint around column piers
    - vii. Install crack control joints

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- viii. Concrete slabs in open areas are to be sloped for drainage from center to edge and away from columns
  - 1. Note: floor drains are not required for this project
- ix. Surface is to be lightly broomed or have a wood troweled finish
  - 1. Surface finish to look clean and neat
- x. Specified compressive strength of concrete to be 3000 psi @ 28 days
- xi. All concrete work to be in accordance with latest ACI code
- xii. Adjust leveling nuts as required to ensure all column bases are at the same elevation
  - 1. Fill void between column base plate and top of foundation with non-shrink grout
  - 2. Grout finish to look clean and neat
- xiii. Reinforcement shall be securely held in place while placing concrete
- E. Contractor shall setup framing/formwork with correct dimensions for concrete slabs and obtain Project Manager approval before pouring the concrete
- F. Notes:
  - i. Contractor shall provide all material, transportation, tools, equipment, and labor to install the concrete slabs
  - ii. Any items listed as N.I.C. (not in contract) in Exhibit A shall be provided by the contractor
    - 1. Concrete slab, foundation, re-bar, wire mesh, leveling nuts, grout & anchor bolts
    - 2. Non-shrink grout - Grout shall be non-shrink, non-metallic, factory pre-mixed grout in accordance with ASTM C1107 with a specified compressive strength of not less than 9,000 psi
  - iii. Electrical access is not required - Ignore the Electrical Conduit Note on Exhibit A
  - iv. Contractor shall provide fill material and concrete testing, reporting, and results - Contractor shall provide results to the Project Manager
- 6) Assemble & install new shade structures
  - A. Shade structure dimensions: 10' length x 10' width x 13'<sup>3</sup>/<sub>8</sub>" height
  - B. One shade structure on each of the new concrete slabs
  - C. Reference Exhibit B for work site locations
  - D. Contractor must follow all installation specifications on Exhibit A (see metal roofing notes, erection notes, field notes, and erector notes)
    - i. Clear protective film must be removed from all metal prior to installation
    - ii. During installation, all metal shavings must be removed immediately to avoid rusting of panels

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- iii. All steel members must be properly braced until the complete structural system has been constructed
- iv. In the event of error, defect in materials, and/or workmanship of shop work which prevents proper assembling and fitting up of parts by the moderate use of drift pins, or reaming, immediately report to the vendor and obtain vendor's approval of the method of correction
- v. Bolts to be snug tight

## E. Notes:

- i. All shade structure materials are provided by the vendor
    - 1. See Exhibit A
    - 2. All materials are cut to size
  - ii. All hardware is provided by the vendor - See "Hardware Parts List" in Exhibit A
  - iii. Any item not specifically included in Exhibit A shall be provided by the contractor
    - 1. Contractor must provide the column foundation rebar cages (item not provided by the vendor)
    - 2. Contractor must provide the clear silicone caulk
      - a. Caulk all around cover plate with a bead of clear silicone caulk after cover plate is properly positioned
      - b. Caulk and attach roof peak cap to roof peak with lap screws. Apply caulk for full length of seam to achieve watertight seal
      - c. Caulk joint at deck end and roof hip beam
      - d. Silicone finish to look clean and neat
  - iv. Contractor is responsible for assembling the shade structures onsite utilizing the materials and hardware provided by the vendor in addition to any items required for assembly and installation that are not provided by the vendor
  - v. Contractor shall provide all material, transportation, tools, equipment, and labor to assemble & install the shade structures
- 7) Clean and level the ground soil around the concrete slabs  
Work site must be clean and neat after construction is completed
- 8) Clean, haul away, and properly dispose of all debris from the work sites as needed during construction
- A. Maintain clean work site during construction
  - B. Ensure the work site is clean at the end of the day
  - C. Clean site after work is completed
  - D. Haul away all debris
- 9) Warranty - Contractor to provide a 1-year labor & material warranty

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**D. Important Notes**

- 1) The shade structures have been purchased by the City of Corpus Christi  
The City will provide the unassembled shade structure materials and hardware to the Contractor
- 2) The unassembled shade structure materials and hardware are scheduled to be delivered to the Park Operations Yard in August 2022
  - A. The unassembled shade structure materials and hardware will be available to the Contractor when the Notice to Proceed is issued
  - B. The Notice to Proceed is expected to be issued in September 2022
  - C. Please note that if the delivery schedule changes, the Notice to Proceed date will change accordingly
- 3) This project is for the installation of the 27 shade structures only – See Scope of Work for details
- 4) Vendor will provide detailed assembly & installation instructions
- 5) Vendor will provide all materials and hardware needed for the shade structure assembly, including anchor bolts, templates, roofing panels, posts & frame
- 6) Contractor must provide tools, equipment, and materials needed for the installation of the shade structures and concrete slabs, including rebar cages, wire mesh, concrete, etc.
- 7) Project Manager will inspect all work performed by the contractor. Contractor is responsible for fixing and/or re-doing all unacceptable work at no additional cost to the City of Corpus Christi
- 8) A bond is NOT required for this project
- 9) The Contractor may submit one final invoice at the completion of the project OR monthly invoices for shade structures completed by the end of each month during the project duration
- 10) Contractors may submit monthly invoices for the shade structures installed, completed, inspected, windstorm certified, and approved in each month during the project duration
  - A. The entire Scope of Work must be completed for each of the shade structures included in the monthly invoice. All Submittals must be provided to the Project Manager prior to submitting the monthly invoice
  - B. The Project Manager must inspect the shade structures and receive all required Submittals before the monthly invoice is submitted. The Contractor will need to coordinate with the Project Manager to schedule inspections of the completed shade structures
- 11) Monthly invoices to include the following:
  - A. Work Description, Purchase Order Number (PO#), Service Agreement Number, Location, Date of Service, and Labor Hours
  - B. Invoices shall be sent as follows: Original copy to [accountspayable@cctexas.com](mailto:accountspayable@cctexas.com) and one (1) to the Contract Administrator

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- C. The Contractor shall include copies of Work Order and Contractor Information Checklist (CIC) provided by Project Manager or designee. This is used as back-up for the invoice. Approval for payment shall be authorized by the Contract Administrator or Project Manager.
- 12) The Contractor must maintain the bid amount for up to 180 days prior to the award of the contract
- A. Contractor must account for volatile material, equipment, and transportation costs
  - B. Contractor can include potential pricing increases in the bid amount submitted
- 13) Change orders will NOT be permitted
- A. The Contractor is responsible for calculating appropriate pricing based on the Scope of Work for the project
  - B. The Contractor will not be paid an amount to exceed the bid amount submitted
  - C. The Contractor shall not submit an invoice for an amount larger than the amount listed on the Purchase Order
  - D. For monthly invoices, the total sum of all monthly invoices shall not exceed the amount listed on the Purchase Order
- 14) The use of subcontractors is not approved for this project
- 15) Information Needed for Permit Applications
- A. Design Drawings with an Engineering Stamp of Approval
    - i. Firm License #106953
    - ii. Regulation # F-623
  - B. See Exhibit B for Shade Structure Locations
- 16) Shade Structure Information from Vendor
- A. Each structure arrives cut-to-size and pre-engineered with hardware, but needs to be assembled on site
  - B. The vendor recommends using a forklift when unloading and moving the structure components
  - C. The shade structures come with detailed installation instructions from the vendor
- 17) Site Locations – All work site locations will be marked by the Parks and Recreation Department prior to construction
- 18) Work Schedule – The shade structures will be installed according to a schedule for each of the parks in the project
- 19) Contractor Equipment
- A. The Contractor is permitted to leave their equipment at the job site during construction
  - B. The Contractor is responsible for securing/protecting their equipment as needed during construction

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**20) Work Site Safety Perimeter**

- A. The Contractor shall install and maintain a stable safety perimeter through the duration of the project
- B. Safety perimeter must be able to withstand the elements (wind, rain, etc.)

**21) Work Environment**

- A. The Contractor is responsible for maintaining a clean work environment throughout construction
- B. The Contractor shall not pollute the City Parks in this project
- C. All trash, debris, leftover materials, etc. shall be hauled away and disposed of properly

**E. Invoicing**

The Contractor shall submit invoices for services to the city. Invoice shall include:

- a. Work Description, Purchase Order Number (PO#), Service Agreement Number, Location, Date of Service, and Labor Hours.
- b. Invoices shall be sent as follows: Original copy to [accountspayable@cctexas.com](mailto:accountspayable@cctexas.com) and one (1) to the Contract Administrator.
- c. The Contractor shall include copies of Work Order and Contractor Information Checklist (CIC) provided by Project Manager or designee. This is used as back-up for the invoice. Approval for payment will be authorized by the Contract Administrator or Project Manager.

This project allows progress payments.

- a. Contractor may submit monthly invoices or a single final invoice.
- b. Monthly invoices may be submitted for the shade structures installed, completed, inspected, windstorm certified, and approved in each month during the project duration.
- c. Final invoice will be in a lump sum amount at the completion of the project.

**F. Special Instruction**

- 1. Contractor shall report to the Project Manager or designee at the location upon arrival.
- 2. Any unauthorized changes or services performed by the Contractor, will be at the responsibility of the Contractor and not Asset Management-Facility Maintenance.
- 3. Contractor is responsible for all utility locates prior to excavation, and the contractor shall maintain utility marks during construction. Contractor is responsible for repairing damage to utilities at their own expense.
- 4. The Contractor shall clean and haul away all debris.
- 5. The Contractor shall commence work no more than 30 days from date of notice to proceed.



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6. Contractor will schedule and perform walk-through with customer and Asset Management Representative.
7. Contractor will schedule and perform all work in cooperation with Asset Management Representative.
8. Contractor will provide written quote to include all permits, inspections, subcontractors, materials, and complete work.
9. Contractor will provide written quote with dates to start and finish and itemized breakdown to include but not limited to labor and material.
10. Contractor will remove all debris from site and dispose.
11. Contractor will make sure all surfaces are clean at end of day.

**G. Submittals**

1. Utility Locations – For Information Only
2. Safety Plan – Requires Approval from City Project Manager
3. Work Schedule – Requires Approval from City Project Manager and Parks & Recreation Department
4. Site Location Verification Prior to Construction – Requires Approval from City Project Manager and Parks & Recreation Department
5. Shade Structure Transportation Plan – Requires Approval from City Project Manager and Parks & Recreation Department
6. Concrete Slab Framing/Formwork Approval – Requires Approval from City Project Manager before Contractor pours the concrete
7. Warranty – For Information Only

**Contractor Quality Control and Superintendence**

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

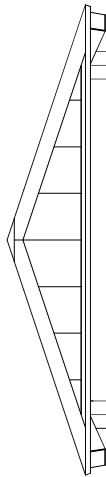
**City of Corpus Christi / Parks & Recreation Responsibilities**

1. Demolish 27 existing shade structures & concrete slabs
2. Prepare 27 shade structure sites for the installation of new concrete slabs and new shade structures by the contractor. Backfill and level the bare ground as needed
3. Clean and haul away debris from 27 shade structure sites
4. Track the shipment and delivery schedule of 27 new shade structures. Report any changes in the timeline to the Project Manager
5. Coordinate the delivery and transportation of 27 new shade structures to the designated storage site with the vendor. Park Operations Yard located at:  
5352 Ayers  
Building #4  
Corpus Christi, Texas 78415

Revised June 16, 2022

6. Store the 27 new shade structures in accordance with the storage specifications on Exhibit A
  - a. Metal roofing should be stored indoors or when stored outside it should be stored up on blocks with finished face up and sloped to drain
  - b. Store shade structures until construction begins
7. Confirm the exact locations of the 27 new shade structures to be installed prior to the start of construction
8. Parks Representative will accompany the Project Manager and Contractor on site visits as needed throughout the project
9. Obtain Council approval for Contractor to install 27 new shade structures
10. Coordinate the pickup of shade structure materials with the Contractor. Contractor will pick up and transport the shade structures to their respective locations at the designated work sites

# Exhibit A: Shade Structure Design Drawings



**ELEVATION**  
SCALE: 3/4" = 1'-0"

Occupancy Classification	Assembly, A-3
Building Risk Category II	
Roof Type	Flat
Building Volume = 600 m <sup>3</sup>	
No. of Occupants = 1 s (7 ft <sup>2</sup> per person)	
Wind Speed	100 mph
Wind Direction	Northeast
Wind Roofing	1.2 psf
Misc.	0.8 psf
Total	2.0 psf = weight of framing
FLOOR LL	
L = 100 psf	
ROOF LL	
ROOF SL	
ROOF SL	
MISD LOAD	
P <sub>s</sub> = 0 psf (Ground Snow)	
V <sub>e</sub> = 175 mph	
Exposure B - Open Building w/C <sub>d</sub> = 0	
Component & Cladding (Ultimate Wind Pressure)	
W = 0 psf (Minimum) - 60.0 psf	
SLEWING	
L = 1.0	
S = 0.021	
Site Class D (Deserted)	
R <sub>w</sub> = 0.098 hp, I <sub>r</sub> = 0.024	
A	

**METAL ROOFING NOTES:**  
CLEAR PROTECTIVE FILM MUST BE REMOVED FROM ALL METAL  
PANELS PRIOR TO INSTALLATION.  
METAL ROOFING SHOULD BE STORED INDOORS OR WHEN  
STORED OUTSIDE IT SHOULD BE STORED UP ON BLOCKS WITH  
FINISHED FACE UP AND SLOPED TO DRAIN.  
DURING INSTALLATION, ALL METAL SHAVINGS MUST BE  
REMOVED IMMEDIATELY TO AVOID RUSTING OF PANELS.

**METAL ROOFING NOTES:**

CLEAR PROTECTIVE FILM MUST BE REMOVED FROM ALL METAL  
 PRIOR TO INSTALLATION.  
 METAL ROOFING SHOULD BE STORED INDOORS OR WHEN  
 STORED OUTSIDE IT SHOULD BE STORED UP ON BLOCKS WITH  
 FINISHED FACE UP AND SLOPED TO DRAIN.  
 DURING INSTALLATION, ALL METAL SHAVINGS MUST BE  
 REMOVED IMMEDIATELY TO AVOID RUSTING OF PANELS.

ROOF LL  
 ROOF SL  
 ROOF SL  
 P = 0 psf (Ground Snow)  
 WIND LOAD  
 WIND LOAD  
 Exposure B, Open Building w GC<sub>z</sub> = 0  
 Component & Cladding Ultimate Wind Pressures  
 Pressure = 61.5 psf, Suction = -50.6 psf  
 SEISMIC  
 k<sub>1</sub> = 1.0  
 S<sub>1</sub> = 0.095, S<sub>2</sub> = 0.021  
 Site Class D (assumed)  
 S<sub>1</sub> = 0.095, S<sub>2</sub> = 0.034  
 Seismic Design Category A

$I_g = 1.0$   
 $S_g = 0.065$   
 Site Class C  
 $S_{D1} = 0.065$   
 Seismic Design



PROJ. NO.:  
21-022-A

21-022-A

DRAWN:	JCS	2-26-21
CHK'D:	DGP	3-15-21

REV 1:	
REV 2:	
REV 3:	
REV 4:	
SHOP DWG NO.:	13810 R1
EEC JOB NO.:	13810 R
SHEET NO.:	1 OF 5

DESIGN CERTIFICATION FOR:

BUILDING SIZE: 10' x 10'  
BUILDING LOCATION: CORPUS CHRISTI, TX  
THIS CERTIFICATION OF DRAWINGS IS FOR THE ONE  
BUILDING ONLY AT THE SITE LISTED ABOVE. IT IS VALID  
ONLY IF THE MATERIALS SHOWN ON THESE DRAWINGS  
ARE FURNISHED BY RCP SHELTERS, INC. AND ONLY IF  
MATERIALS ARE PAID FOR IN FULL.  
IF MODIFICATION IS MADE WITHOUT EXPRESSED WRITTEN  
CONSENT OF RCP SHELTERS, INC. OR IF PAYMENT IS NOT  
MADE IN FULL, THEN CERTIFICATION BECOMES NULL &

3/16/2021





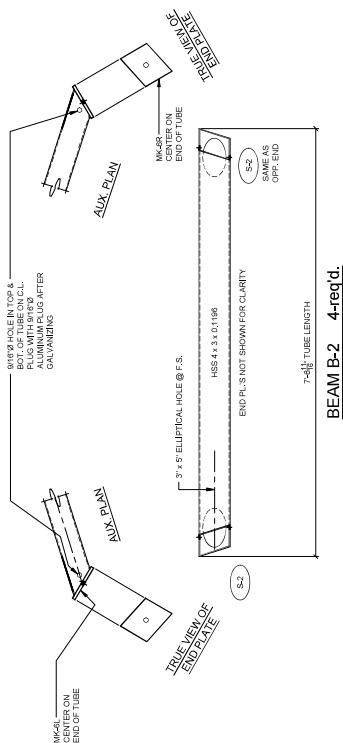
TS-SQ10-04  
CITY HALL  
CORPUS CHRISTI, TX

**RCP SHELTERS, INC.**  
2100 SE RAYS WAY, STUART, FL 34994  
SHELTERS & PAVILIONS • CONNECTIONS  
RESTROOMS • BATHS/HELTH • MINUSHELTERS • DUCOATS • FABRIC SHADE  
Phone 772-286-0600  
www.rcpslshelters.com  
E-mail - info@rcpslshelters.com

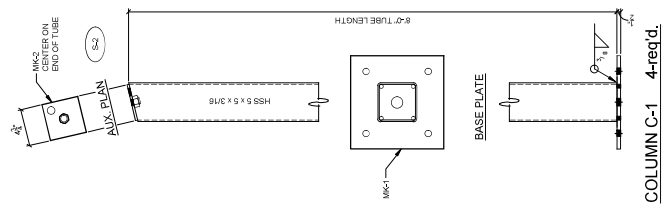


PROJECT NO.	21-0022-A
DRAWN:	JCS 2-26-21
CHECK:	Dpp 3-14-21
REV 1:	
REV 2:	
REV 3:	
REV 4:	
SHOT DWG NO.	13010 R4
ECI JOB NO.	13010 R
SHEET NO.	4 OF 4

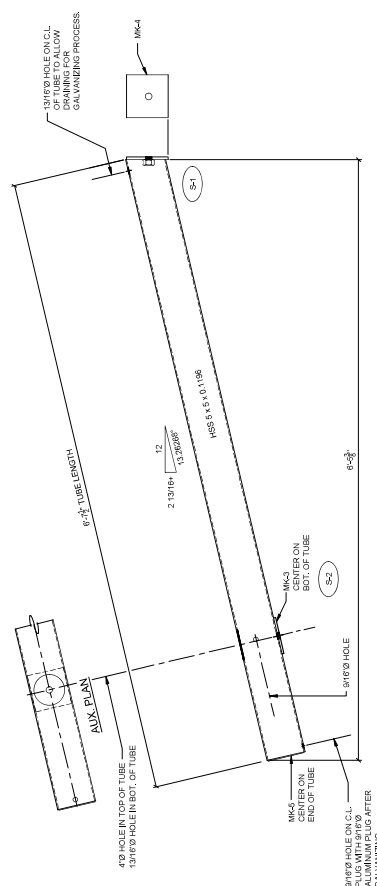
4 OF



BEAM B-2 4-req'd.



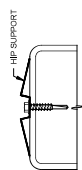
COLUMN C-1    4-req'd.



**ERECTOR NOTE:**  
SEE DECK SUPPORT CAP DETAIL  
FOR CAP ATTACHMENT.

BEAM B-1 4-REQ'D.

HS-7 4-REQ'D.



## ZIP ATTACHMENT DETAIL

ERECTOR NOTES:

1. CENTER HIP SUPPORT ON BEAM AND ATTACH WITH DECK SCREWS @ 16" O.C. AND 4" MAX FROM ENDS PRIOR TO BUILDING ASSEMBLY.
2. HS TO BE CONTINUOUS FOR UPPER PORTION OF BEAM. EXCEPTION: HS TO STOP APPROXIMATELY 1/2" FROM EDGE OF BEAM ACCESS HOLE. FIELD CUT HS TO LENGTH AS REQ'D.

### DECK SUPPORT CAP DETAIL





# Exhibit B:

# Shade

# Structure

# Placement

# Locations

# Labonte Park Vantage 1



## Labonte Park Vantage 2





## Labonte Park Vantage 3





## Labonte Park Vantage 4



# Lindale Park Vantage





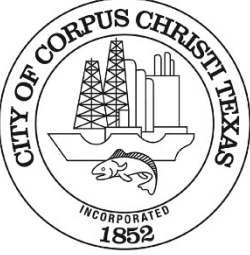
## Billish Park Vantage



# Parker Park Vantage





**ATTACHMENT B - PRICING SCHEDULE**

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

**RFB NO. 4210  
INSTALLATION OF 27 SHADE STRUCTURES**

**PAGE 1 OF 1**Date: 7-7-2022Bidder: SYNERGY CONSTRUCTION OF SOUTH TEXAS LLCAuthorized  
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.

DESCRIPTION	QTY	UNIT	TOTAL PRICE
INSTALLATION OF 27 SHADE STRUCTURES FOR LABONTE PARK, LINDALE PARK, BILLISH PARK, AND PARKER PARK	1	LUMP SUM	\$111,375.00

## 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: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION  EMPLOYER'S LIABILITY	Statutory  \$500,000 /\$500,000 /\$500,000
POLLUTION LIABILITY (Including Cleanup and Remediation) Risk Review	\$1,000,000 Per Occurrence

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

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

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

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

No Bonds are required for this Service Agreement.

2021 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite - Pollution

05/10/2021 Risk Management – Legal Dept.

## **ATTACHMENT D – WARRANTY**

Contractor to provide a one-year labor and material warranty.