

SERVICE AGREEMENT NO. 1840

Roof Replacement for Marina Office

THIS **Roof Replacement for Marina Office Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and South Texas Metal Roofing ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Roof Replacement for Marina Office in response to Request for Bid/Proposal No. 1840 ("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 Roof Replacement for Marina Office ("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.** This Agreement is for two months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing 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 and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$79,350.00, subject to approved extensions and changes. Payment will be made for Services completed 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.
- 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: Rene Garza
Department: Marina
Phone: 361-826-3980
Email: ReneGa@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 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. Any Services 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.

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 if the subcontractors were not named at the time of bid or proposal, 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.
13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.

- 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 related 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: Rene Garza
Title: Marina Dock Master
Address: 400-A North Shoreline Boulevard, Lawrence Street T-Head,
Corpus Christi, Texas 78401
Phone: 361-826-3980
Fax: N/A

IF TO CONTRACTOR:

South Texas Metal Roofing
Attn: Sigifredo Montemayor
Title: Owner
Address: 2217 Flour Bluff Drive, Corpus Christi, Texas 78418
Phone: 361-937-4600
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 Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator 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 Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager 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. 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.

20. 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.

21. 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).

- 22. 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.
- 23. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 24. 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 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.
- 25. 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.
- 26. Prevailing Wage Rates.** Contractor will comply with Chapter 2258 of the Texas Government Code by paying Contractor's employees or subcontractors not less than the general prevailing wage rates provided in Attachment E, which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature:  _____

Printed Name: SIGIFREDO MONTEMAYOR

Title: OWNER

Date: 11-23-18

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

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
- Attachment E: Prevailing Wage Rates

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 1840
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1.1 General Requirements/Background Information

The Contractor shall provide services to replace the roof at the City of Corpus Christi Marina Office at 400-A North Shoreline Boulevard, Lawrence Street T-head, Corpus Christi, Texas 78401, as outlined in this Scope of Work.

1.2 Scope of Work

Contractor shall provide all labor, supervision, transportation, tools, equipment, and materials necessary for roof replacement of approximately 3,000 square feet. All work must be performed in accordance with federal, state, and local codes including but not limited to IBC 2015, IMC 2015, & NEC 2017. The Contractor will perform the following tasks as a minimum to replace the roof:

A. Removal and Installation

1. Contractor shall obtain all City required permits through the City Development Services Department prior to beginning work.
2. Contractor shall remove the existing roof covering, drip edges, pipe flashing, and any underlayment to the deck surface of both levels of the roof structure and dispose of these materials.
3. Contractor understands the allowance for unforeseen repairs to the exposed roof deck will be at a cost per square foot at the cost shown in the contract. The allowance is not a guarantee, and any unforeseen repairs must be approved by the Contract Administrator.
4. **Top Level:** Contractor and Marina Dock Master will inspect the exposed roof deck to determine replacement of sheathing panels and fastening.
 - i. Where new sheathing installation is required, Contractor shall clean and prepare the deck by removing any materials, nails, or screws to ensure a smooth surface for the new roofing materials. The roof deck must be adequate for the securing of the standing seam roof.
5. **Lower Level:** Contractor and Marina Dock Master will inspect the exposed roof deck to determine replacement of sheathing panels and fastening.
 - i. Where new sheathing installation is required, Contractor shall clean and prepare the deck by removing any materials, nails, or screws to ensure a smooth surface for the new roofing materials. Contractor and Marina Dock Master will examine where custom formed diverters will be required.
 - ii. Required Membrane Material will be as follows:
 - a. Modified Bitumen Roofing System: two-ply membrane with vapor retardant, granule surface, and base flashing material.
 - b. Cant strips
 - c. Cladding of fascia and drip edge will be 24-gauge sheet metal in Tahoe Blue or Pacific Blue.

6. **Breezeway Covering:** Contractor and Marina Dock Master will inspect the exposed roof deck to determine replacement of sheathing panels and fastening.
 - i. Where new sheathing installation is required, Contractor shall clean and prepare the deck by removing any materials, nails, or screws to ensure a smooth surface for the new roofing materials. Contractor and Marina Dock Master will determine where custom formed diverters will be required.
 - ii. Required Membrane Material will be as follows:
 - a. Modified Bitumen Roofing System: two-ply membrane with vapor retardant, granule surface, and base flashing material.
 - b. Cant strips
7. Contractor shall be responsible for roof protection from fire should torch down material be required.
8. Contractor shall be responsible for roof protection from moisture penetration for the duration of the project.
 - i. Wood sheathing must be completely dry prior to installation.
 - ii. Metal surfaces must be completely cleaned of all potentially corrosive materials before the application of underlayment or the weather barrier.
9. Contractor shall replace all drip edge materials and flashing with new materials of a premium or commercial grade quality.
 - i. Metal products will be replaced with Galvalume 24-gauge steel in coordinating Tahoe Blue or Pacific Blue.
 - ii. Screws will be galvanized material.
 - iii. Other boots and collars will be replaced with neoprene material.
 - iv. Care must be taken to provide for separation of metal from non-compatible metal or corrosive substrate by either coating surfaces or installing a weather proof barrier.
10. Contractor shall use fusion paint or alternate method approved by Contract Administrator on polyvinyl chloride (PVC) pipe protrusions for ultraviolet (UV) protection.
11. Contractor shall install a high temperature, self-adhering underlayment rated for use with metal roofing. The installed underlayment must be full roof coverage.
 - i. Approved Self-Adhering Underlayment:
 - a. Henry's Blueskin
 - b. Grace High Temperature
 - c. Tamko TW-60
12. Contractor shall install roofing panels, including valleys, copings, edge flashing, and appropriate clips.
 - i. Roofing panels will be as follows:
 - a. Galvalume 24-gauge steel material
 - b. 16" wide panels
 - c. Face Coating Dura Tech 5000 Fluoropolymer (PVDF)

- d. Kynar 500 or Hylar 5000 resin-base finish for coil coating components containing minimum 70% Fluoropolymer (PVDF) in resin portion of formula
 - e. Thermo cured, ASTM D-5796
 - f. Approved Models:
 - Span Seam by AEP-Span, Color: Tahoe Blue
 - MBCI Standing Seam Roof Panels, LokSeam, Color: Pacific Blue
13. Contractor shall install 4-6 outlets in flat roof for drainage system, including gutter and downspouts.
- i. Contractor shall use PVC for downspouts.
14. Contractor shall remove old skylight and cap with matching 24-gauge standing-seam product.
15. Contractor shall install rain detention and diverting features in designated areas using galvanized steel.
16. Contractor shall replace exterior trim to Waste Water Building to create uniformity of buildings. The trim will be the only item replaced on the Waste Water Building, which has an approximate square footage of 25' X 12'. Trim will match the Tahoe Blue or Pacific Blue roofing and be of the same quality and material.

B. Inspection

1. Contractor shall be responsible for obtaining the Windstorm Inspection by a Texas-Licensed Engineer, and Contractor shall provide windstorm Certificate of Compliance (WPI-8) to Contract Administrator prior to post-job walkthrough.
2. Contractor shall complete post job walkthrough with Contract Administrator for final acceptance.

C. Safety

1. Contractor shall submit a Safety Plan to Contract Administrator for approval prior to beginning work.
2. Contractor shall barricade or place cones around the work area before commencing services.
3. Contractor shall take special measures to safeguard the area while services are being performed.
4. Contractor shall try to minimize an interference to the building occupants with the day to day operations.

5. Contractor shall be responsible for assuring the safety of its employees, City employees, and the public during performance of all services under this contract.
6. Contractor shall follow all safety precaution for the duration of the project.

D. Bonds

1. Payment Bond will be required for work over \$50K.
2. Performance Bond will be required for work over \$100K.

1.3 Work Site and Conditions

- A. Work will be performed at the City of Corpus Christi Marina located at 400-A North Shoreline Boulevard, Lawrence Street T-head, Corpus Christi, Texas 78401.
- B. All work performed under this contract will be to the highest industry standards in a professional workmanlike manner. Reference is made to the published recommendations of the National Roofing Contractors Association regarding the general methods and techniques of the project; however, in all cases the manufacturer's installation recommendations shall take priority.
- C. All work will be performed Monday through Friday, 8am – 6pm Central Time.
- D. Contractor shall clean, haul off, and dispose of all job-related debris daily.

1.4 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.

1.5 Project Schedule

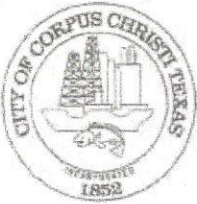
- A. Work will be completed within 30 days of Notice to Proceed.
- B. Contractor shall submit a Project Schedule to the Contract Administrator for approval prior to beginning work. The Project Schedule will identify Start Date, Permitting, Equipment Delivery Dates, Inspections, and Substantial Completion.

1.6 Warranty

- A. Contractor shall provide a written warranty guaranteeing that all materials and roof panel will be free from defects for a period of 20 years to include manufacturer warranty. Contractor will provide a one-year warranty for labor.
 - a. Defects of the system include but are not limited to: obvious deterioration of materials, poor workmanship, and water leaking through the roof.
 - b. Poor workmanship includes but is not limited to: open laps, shingle fish mouting, blisters, loose flashing, voids under system and felts not adhered.
- B. Warranty period begins upon completion and final acceptance of work by the City of Corpus Christi Marina.

- C. All products to be furnished shall be new and free from defects. Any warranty issues shall be cured in-place by the Contractor to the satisfaction of the City of Corpus Christi Marina in a prompt and reasonable manner; otherwise the City of Corpus Christi shall reserve the right to repair the equipment and pursue all such costs, including collection expenses against the Contractor as may be allowed by law.

Attachment B: Bid/Pricing Schedule



CITY OF CORPUS CHRISTI PURCHASING DIVISION BID FORM

RFB No. 1840
Roof Replacement for Marina Office

PAGE 1 OF 1

Date: 9-19-18

Bidder: South Texas Metal Roofing

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 applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	UNIT	QTY	Unit Price	Total Price
1	Remove existing roof and install new Galvalume 24-gauge steel roof at Marina Office including all labor, supervision, transportation, tools, equipment, and materials as outlined in the Scope of Work	Lump Sum	1	\$	\$78,350.00
2	Allowance for unforeseen repairs to exposed roof deck	Allowance	1	\$1,000.00	\$1,000.00
				TOTAL	\$79,350.00
	Cost per square foot of unforeseen repairs to exposed roof deck	Square Feet	N/A	\$3.00	\$3.00

Attachment C: Insurance and Bond Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract 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 Contract Administrator one (1) copy of Certificates of Insurance 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 **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	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 \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employer's Liability	\$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, 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 statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- 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 renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit 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, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, 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, cancellation, non-renewal, material change or termination 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 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 stop work hereunder, and/or withhold any payment(s) 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 contract.
- 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 contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2018 Insurance Requirements
Purchasing
Roofing Installation, Maintenance and Repairs
07/13/2018 sw Risk Management
Valid Through 12/31/2018

BOND REQUIREMENTS:

Payment Bond is required for the full value of the agreement.

Attachment D: Warranty Requirements

- A. Contractor shall provide a written warranty guaranteeing that all materials and roof panel will be free from defects for a period of 20 years to include manufacturer warranty. Contractor will provide a one-year warranty for labor.
 - a. Defects of the system include but are not limited to: obvious deterioration of materials, poor workmanship, and water leaking through the roof.
 - b. Poor workmanship includes but is not limited to: open laps, shingle fish mouting, blisters, loose flashing, voids under system and felts not adhered.
- B. Warranty period begins upon completion and final acceptance of work by the City of Corpus Christi Marina.
- C. All products to be furnished shall be new and free from defects. Any warranty issues shall be cured in-place by the Contractor to the satisfaction of the City of Corpus Christi Marina in a prompt and reasonable manner; otherwise the City of Corpus Christi shall reserve the right to repair the equipment and pursue all such costs, including collection expenses against the Contractor as may be allowed by law.

Attachment E – Prevailing Wage Rates

TX342 - Wage Decision 11-5-2018

General Decision Number: TX180342 09/14/2018 TX342

Superseded General Decision Number: TX20170342

State: Texas

Construction Type: Building

Counties: Aransas, Nueces and San Patricio Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	09/14/2018

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

ELEC0278-002 08/28/2016		

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	7.91

TX342 - Wage Decision 11-5-2018

ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

* IRON0084-011 06/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 23.77	7.12

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	Rates	Fringes
BRICKLAYER.....	\$ 20.04	0.00
CARPENTER.....	\$ 15.21	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.33	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 9.68	0.00
LABORER: Mason Tender - Brick...	\$ 11.36	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58	0.00
LABORER: Pipelayer.....	\$ 12.49	2.13
LABORER: Roof Tearoff.....	\$ 11.28	0.00

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OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 14.25	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 14.83	0.00
OPERATOR: Grader/Blade.....	\$ 13.37	0.00
OPERATOR: Loader.....	\$ 13.55	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt,		
Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.70	0.00
PAINTER (Brush, Roller, and		
Spray).....	\$ 14.45	0.00
PIPEFITTER.....	\$ 25.80	8.55
PLUMBER.....	\$ 25.64	8.16
ROOFER.....	\$ 13.75	0.00
SHEET METAL WORKER (HVAC Duct		
Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes		
HVAC Duct Installation.....	\$ 21.13	6.53
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.74	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer		

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Truck.....\$ 12.50 0.00

TRUCK DRIVER: Water Truck.....\$ 12.00 4.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

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for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

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Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION