

ORDINANCE 2020-06-11-0393

RATIFYING A CONTRACT WITH ACCU-RITE COMMERCIAL, LLC, DBA ACCU-RITE ROOFING AND CONSTRUCTION SERVICES, IN THE AMOUNT OF \$54,970.08 FOR THE ROOF REPLACEMENT AT LA VILLITA HISTORIC ARTS BUILDING 9, LOCATED AT 418 VILLITA STREET. FUNDING IS AVAILABLE FROM THE FY 2020 DEFERRED MAINTENANCE PROGRAM AS PART OF THE FY 2020 – FY 2025 CAPITAL IMPROVEMENT PROGRAM.

* * * * *

WHEREAS, bids were submitted to provide the City of San Antonio Building and Equipment Services Department with a roof replacement for the La Villita Historic Arts Building 9; and

WHEREAS, the low bid was submitted by Accu-Rite Commercial LLC, dba Accu-Rite Roofing and Construction Services, for a cost of \$49,938.08; and

WHEREAS, this ordinance also ratifies change orders in the total amount of \$5,032.00 which became necessary while the work was being performed; and

WHEREAS, funding is available from the FY 2020 Deferred Maintenance Program as part of the FY 2020 – FY 2025 Capital Improvement Program; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The contract with Accu-Rite Commercial LLC, dba Accu-Rite Roofing and Construction Services, for the roof replacement at the La Villita Historic Arts Building 9 and associated change orders in the total amount of \$54,970.08, are hereby ratified, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as **Exhibit I** is a copy of the bid tabulation sheet, bid and change orders.

SECTION 2. Funding for this ordinance in an amount not to exceed \$54,970.08 is available in support of the FY 2020 La Villita Bolivar Hall Roof Replacement Project, using Fund 40099000 with WBS 35-00190-90-14-01 and GL 5201140. Funding is provided by the General Fund and is budgeted as part of FY 2020 – FY 2025 CIP Budget.

SECTION 3. Payment is authorized to be encumbered and made payable to Accu-Rite Commercial LLC, dba Accu-Rite Roofing and Construction Services. Payment is limited to the amounts budgeted in the operating and/or capital budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

SECTION 4. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost



City of San Antonio

City Council

June 11, 2020

Item: 5

File Number: 20-3306

Enactment Number:

2020-06-11-0393

Ordinance ratifying a contract with Accu-Rite Commercial LLC, dba Accu-Rite Roofing and Construction Services, in the amount of \$54,970.08 for the roof replacement at La Villita Historic Arts Building 9, located at 418 Villita Street. Funding is available from the FY 2020 Deferred Maintenance Program as part of the FY 2020 – FY 2025 Capital Improvement Program. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Manny Pelaez made a motion to approve. Councilmember Melissa Cabello Havrda seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

LC
06/11/20
Item No. 5

Exhibit I

Exhibit I

City of San Antonio Bid Tabulation

Opened: January 23, 2020					
For: BESD - LA Villita Roof Replacement, Bldg. 9					
6100012502		DS	Accu-Rite Commercial, LLC. 4709 Roosevelt Avenue San Antonio, TX 78214 210-227-6807	McNiel Roofing & Sheet Metal, Inc. P.O. Box 33313 San Antonio, TX 78265	Vidal Construction, LLC. 11103 San Pedro Ave. #101 San Antonio, TX 78216
Item	Description	Quantity			
1	BESD - LA Villita Roof Replacement Located at La Villita, 418 Villita - Bldg 9.	1			
	Material Charges		\$16,644.36	\$87,250.00	\$43,290.00
	Labor Charges		\$33,293.72	\$58,200.00	\$52,910.00
	Extended Price		\$49,938.08	\$145,450.00	\$96,200.00
	Start of Work & Completion Lead Time Days		45 days	35 days	30 days
	Payment Terms		2%,10 days	Net 30	Net 30
	Estimated Total		\$49,938.08	\$145,450.00	\$96,200.00
	Estimated Award		\$49,938.08		



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR PRICE QUOTE ("RFPQ") NO.: 6100012502

BESD – LA VILLITA ROOF REPLACEMENT BLDG. 9

Date Issued: JANUARY 16, 2020

BIDS MUST BE RECEIVED NO LATER THAN:
10:00 A.M. CT, JANUARY 23, 2020

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Hard copy in person or by mail

Electronic submission by e-mail or fax

Address for hard copy responses:

Physical Address:

Purchasing & General Services
Riverview Tower
111 Soledad, Suite 500, 5th Floor
San Antonio, Texas 78205

Mailing Address:

Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"BESD – LA VILLITA ROOF REPLACEMENT, BLDG. 9"

Bid Due Date: 10:00 A.M. CT, JANUARY 23, 2020

RFPQ No.: 6100012502

Bidder's Name and Address

Staff Contact Person: DEBRA STEVENS, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966

Email: DEBRA.STEVENS@SANANTONIO.GOV

Fax No.: 210-207-2090

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the Purchasing & General Services Department at the address and by the due date provided on the Cover Page. The name and address of Bidder, the bid due date and the RFPQ number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids Through the Portal. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Submission of Bids by Fax or Email. Submit one document by fax or email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. For hard copy bids, and bids submitted by fax or email, provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn. For electronic bids submitted through the portal, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

City shall not be responsible for lost or misdirected bids or modifications.

Bidders must sign the Signature Page on hard copy bids and return the RFPQ document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Bids sent by fax must be manually signed prior to submission. Bids sent by email must be a PDF document reflecting a manual signature.

For bids submitted through the portal, Bidders are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Bidder being held liable for the submission.

Certified Vendor Registration Form. If Bidder has not completed City's Certified Vendor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Bidders must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Bids. Alternate bids may be allowed at the sole discretion of City.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

Electronic Alternate Bids Submitted Through the Portal. All alternate bids are recorded with original bids when submitted electronically.

Fax and Email Alternate Bids. Alternate bids submitted by fax or email must include a cover letter identifying the submission as an alternate bid. Each alternate bid must be designated as Alternate Bid No. 1, 2, etc. Failure to follow instructions may result in rejection of a bid.

Changes to RFPQ.

Changes to this RFPQ made prior to the bid due date shall be made directly to the original RFPQ. Changes are captured by creating a replacement version each time the RFPQ is changed. It is Bidder's responsibility to check for new versions until the bid due date. City will assume that all bids received are based on the final version of the RFPQ as it exists on the day bids are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the bid.

Preparation of Bids.

Delivery Dates. Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, unless specified otherwise in this RFPQ. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the bid. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by Bidder after contract award.

Description of Supplies. Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item(s) suitability and compliance with bid specifications. City shall be the sole judge of equality and suitability of comparable items.

Prorata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Rejection of Bids.

City may reject any and all bids, in whole or in part, cancel the RFPQ and reissue the solicitation.

Variances and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of City's RFPQ will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for bids submitted in hard copy, by fax or email. Bids submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

A Purchase Order furnished to Bidder results in a binding contract without further action by either party. Bidder must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to this RFPQ is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966

If delivering by hand, deliver to:

Office of the City Clerk, c/o Municipal Records Facility, 719 S. Santa Rosa Ave., San Antonio, Texas 78204-3114.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0 SCOPE OF WORK: The City of San Antonio is soliciting bids for Roof Replacement and Installation of a 24 Gauge prefinished standing seam metal roof located at La Villita Historic Arts, Address: 418 Villita, Bldg 9, requested by the Building and Equipment Services Department in accordance with specifications listed herein.

4.1 Specifications:

4.1.1 Work Area Installation is approximately 9,166 Sq. Ft.

4.1.2 Installation involves reconstructing new internal gutter system to match the existing system as close as possible.

4.1.3 Description of Work to be completed:

- Remove existing roof to deck level. Dispose of debris. Existing deck is pre-formed concrete panels. Damaged concrete decking must be repaired per sq. ft. removal of 2x6 lumber located one foot from roof perimeter.
- Existing internal gutter system shall be removed, along with 2x6 curb.
- Fabricate and reconstruct internal drain system to include 2x6 curb, and three foot standing seam perimeter of roof.
- Fabricate and install the following components: eight (8) roof penetrations, metal fascia, and approximately 240 linear ft. of gutter and downspout.
- Fabricate and install full length panels to conform to current installation pattern, to include seaming ridge and hips. Panels should be mechanically fastened to deck. To avoid damaging concrete decking, predrilling may be necessary at areas where fasteners secure metal panels to roof.
- Install internal gutter, downspouts, curb, and three feet of standing seam located at roof perimeter.
- Roof panels should be locked and seamed, to form a final water proof surface.

4.1.4 Existing roof surface should be duplicated as close as possible to the selected color: Rustic Red.
(Example of color of roof - Attachment C)

4.1.5 Contractor shall supply all labor, materials, transportation, and tools necessary for the proper execution and completion of the work and shall perform in the best and most workmanlike manner the complete installation, including everything incidental thereto, as stated in the specifications, or reasonably implied, in accordance with the contract documents. Contractor shall provide full time supervision and properly skilled craftsmen to perform the work required under this contract.

4.1.6 Before ordering any material or doing any work, Contractor shall verify all required measurements and shall be responsible for the correctness of same. Contractor shall familiarize itself with the site, taking all measurements, and be held to have examined the same and be satisfied as to the extent of the work and as to the conditions under which it will be obligated to perform the work or that will in any manner affect the work under this contract.

4.1.7 Contractor shall confine operations and work force to the space allowed by law and as allotted by City. Contractor shall protect and be responsible for any damage to adjacent property.

4.1.8 Contractor shall guarantee all materials and labor for a period of **one year** from the date of City's acceptance of the project. City shall provide said acceptance in writing and shall have no less than 30 days to inspect and accept same. Contractor shall also provide a manufacturer's written warranty on any materials used in the project. Any work found to be defective due to workmanship or materials shall be repaired or replaced by Contractor during the warranty period at no cost to the City.

4.1.9 City will not be responsible for any materials, tools and/or equipment that are left during the unattended hours by Contractor.

To schedule job site visit with City Contacts: Luis Cardona /Facility Project Manager at Office 210- 207-5644 or Cell (210) 885-9102.

***Note to Bidder(s):** Bid response will be due on 01/23/2020, by 10:00a.m.; please make effort to schedule job site visit as soon as possible.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Contract Term.

This contract shall begin upon City's issuance of a Purchase Order. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

All or None Bid.

City of San Antonio will make award to one bidder only.

Insurance.

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "**BESD - LA VILLITA ROOF REPLACEMENT – BLDG 9**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Worker's Compensation 2. Employer's Liability	Statutory \$1,000,000.00/\$1,000,000.00/ \$1,000,000.00
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Explosion, Collapse, Underground	For Bodily Injury and Property Damage of; \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability; a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury And Property Damage of \$1,000,000.00 per occurrence

D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor'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 Agreement.

H) In addition to any other remedies the City may have upon Vendor'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 Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

L) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Prevailing Wage Rates. The Provisions of Chapter 2258 of the Texas Government Code are expressly made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

Contractor shall comply with the Wage and Labor Standard Provisions stated above and prevailing wage rates attached hereto and incorporated herein for all purposes as **Attachment B**.

Contractor shall keep records as provided for by section 2258.024 of the Texas Government Code for the duration of the contract and for the records retention period indicated in Section 006-General Terms & Conditions.

Workers' Compensation.

Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, Workers' Compensation Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City:

a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

obtain from each other person with whom it contracts, and provide to the contractor:

a certificate of coverage, prior to the other person beginning work on the project; and

a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule

Attachment B – Wage & Rate Determination

Attachment C – Pictures of Roof for selected Color

Remaining portion of this page intentionally left blank

006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic bid, whether through City's portal, by fax, or by e-mail, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFPQ or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFPQ, unless otherwise specified in the Specifications/Scope of Services section of this RFPQ. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices,

extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Pursuant to Chapter 252 of the Texas Local Government Code, the total expenditure by City under this contract cannot exceed \$50,000. This provision cannot be amended by any City staff member or by the San Antonio City Council.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in

connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or

prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract. **As a party to this contract, Vendor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.**

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2270.002 provides that a governmental entity 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.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with the amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

Signature Page.

By submitting a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Request for Price Quote for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Bidder is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your bid by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information

Please Print or Type

Vendor ID No.

V 1012621

Signer's Name

ROBERT BELDGE

Name of Business

ACCU-RITE ROOFING

Street Address

4709 ROOSEVELT AVE.

City, State, Zip Code

SAN ANTONIO, TX 78214

Email Address

ACCURITE@SILGLOBAL.NET

Telephone No.

(210) 227-6807

Fax No.

(210) 227-0418

City's Solicitation No.

61000/2502



Signature of Person Authorized to Sign Bid

008 - ATTACHMENTS

ATTACHMENT A

PRICE SCHEDULE

Description: All Labor and Materials included for BESD - LA VILLITA ROOF REPLACEMENT – BLDG 9.

BESD - LA VILLITA ROOF REPLACEMENT - BLDG 9 located at La Villita 4750 La Villita, Bldg # 9		
Material Charges	Labor Charges	Extended Price (Material + Labor)
\$ <u>16,644.36</u>	\$ <u>33,293.72</u>	\$ <u>49,938.08</u>
TOTAL COST:		\$ <u>49,938.08</u>

Start of Work and Completion Lead Time days 45 after receipt of Purchase Order.

Prompt Payment Discount: 2 % 10 days. (If no discount is offered, Net 30 will apply)

ATTACHMENT B

"General Decision Number: TX20190231 11/15/2019"

Superseded General Decision Number: TX20180280

State: Texas

Construction Type: Building

County: Bexar County 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 \$10.60 for calendar year 2019 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 \$10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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	01/04/2019
1	01/18/2019
2	08/02/2019
3	10/04/2019
4	11/15/2019

ASBE0087-014 01/01/2018

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST
 INSULATOR (Duct, Pipe and
 Mechanical System Insulation).....\$ 22.72 10.02

 BOIL0074-003 01/01/2017

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

 ELEC0060-003 06/01/2019

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 22.55	9%+5.45

 * ELEC0060-004 07/01/2019

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 28.60	18%+5.45

 ELEV0081-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 40.57	33.705

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all
 hours worked. 8% over 5 years based on regular hourly rate
 for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day;
 Labor Day; Thanksgiving Day; Friday after Thanksgiving Day;
 Christmas Day; and Veterans Day.

 ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 34.85	9.85

 IRON0066-013 06/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 22.70	6.73

 IRON0084-011 06/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 24.42	7.12

 * PLUM0142-009 08/07/2019

	Rates	Fringes
HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only).....	\$ 30.25	13.36
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.25	13.36
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 31.05	13.76
Including HVAC Pipe Installation		
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 31.05	13.76
Excludes HVAC Pipe Installation		

 SFTX0669-002 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.53	21.27

 SHEE0067-004 06/01/2019

	Rates	Fringes
Sheet metal worker Excludes HVAC Duct Installation.....	\$ 26.81	16.80
HVAC Duct Installation Only.	\$ 26.81	16.80

 SUTX2014-006 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 17.83	0.00
CARPENTER (Form Work Only).....	\$ 13.63	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 16.86	4.17
CAULKER.....	\$ 15.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.27	5.30
DRYWALL FINISHER/TAPER.....	\$ 13.81	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.18	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.39	3.04
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
LABORER: Common or General.....	\$ 10.75	0.00
LABORER: Mason Tender - Brick...	\$ 11.88	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	0.00
LABORER: Pipelayer.....	\$ 11.00	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 8.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00	0.00
OPERATOR: Bulldozer.....	\$ 14.00	0.00

	Rates	Fringes
OPERATOR: Drill.....	\$ 14.50	0.00
OPERATOR: Forklift.....	\$ 12.50	0.00
OPERATOR: Grader/Blade.....	\$ 23.00	5.07
OPERATOR: Loader.....	\$ 12.79	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.07	0.00
ROOFER.....	\$ 12.00	0.00
TILE FINISHER.....	\$ 11.32	0.00
TILE SETTER.....	\$ 14.94	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer 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.

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

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 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.
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"



CHANGE ORDER

Date: 3/10/2020

Change Order No. #001

Job # #P7572

REVISED CONTRACT AMOUNT

TO: City of San Antonio: La Villita	Previous Contract Amount	\$49,938.08
418 Villita	AMOUNT OF THIS CHANGE ORDER	\$3,729.00
San Antonio, Texas 78205	Credit Back	
RE: La Villita Historic Arts	Tax	
418 Villita Bldg 8	Sum of Change Order	\$3,729.00
San Antonio, Texas 78205	New Total on Contract	\$53,667.08

This CHANGE ORDER includes all Material, Labor and equipment necessary to complete the following work:

DESCRIPTION OF WORK:

1. Solder approx. 330 linear ft. of transition joint at internal gutter detail. (This joint was previously caulked and had water penetration. 330 linear ft. @ \$8.60 per linear ft.)	\$	2,838.00
All Elevations		
2. Remove and replace approx. 12 linear ft. of 2x6 fascia and 14 linear ft. of 2x8 vertical termination of panels.	\$	890.00
South Elevations		
3. Paint to match internal gutter detail approx. 330 linear ft. pre-finished metal cannot be soldered. Instal galvanized metall approx. 990 sq. ft. applied DTM finish to match existing color .		\$1,645.00
4. Credit installation of six down spouts previously installed on October 8th, 2018.	\$	(1,644.00)

OTHER NOTES:

The work covered by this order shall be performed under the same terms and conditions as that included in the original contract unless stated otherwise above.

Total amount of this change is: \$3,729.00

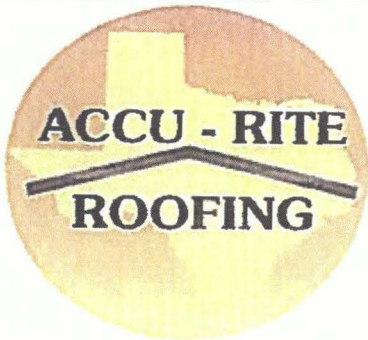
BY: Robert W. Belden Jr.

General Manager

Acceptance signature (s): _____

Date of Acceptance: _____

1-15985718



CHANGE ORDER

Date: 3/18/2020
 Change Order No. #002
 Job # P7572

REVISED CONTRACT AMOUNT

TO <u>City of San Antonio : La Villita</u>	Previous Contract Amount	<u>\$53,667.08</u>
<u>418 Villita Street</u>	AMOUNT OF THIS CHANGE ORDER	<u>\$1,303.00</u>
<u>San Antonio, Texas 78205</u>	Credit Back	<u>\$0.00</u>
RE. <u>La Villita Historic Arts</u>	Tax	<u>\$0.00</u>
<u>418 Villita Street</u>	Sum of Change Order	<u>\$1,303.00</u>
<u>San Antonio, Texas 78205</u>	New Total on Contract	<u>\$54,970.08</u>

This CHANGE ORDER includes all Material, Labor and equipment necessary to complete the following work:

DESCRIPTION OF WORK:

I. Remove and install (approx. 38 linear ft.) of 2 x 4 womanized fascia at north side of building. This fascia is bolted to the nailer).	\$	<u>1,303.00</u>

EXPLANATION ON SPECIFIC WORK CONDITIONS CONTRIBUTING TO COSTS FOR THIS CHANGE ORDER:

OTHER NOTES:

The work covered by this order shall be performed under the same terms and conditions as that included in the original contract unless stated otherwise above.

Total amount of this change is: \$1,303.00

BY: Robert Belden
Estimator/Superintendent

Acceptance signature (s): _____

Date of Acceptance: _____



4709 Roosevelt Ave.
San Antonio, Texas 78214

Invoice

Date	Invoice #
4/13/2020	P7572 BB

Bill To

City of San Antonio General Accounting
PO Box 839976
San Antonio, Texas 78283

P.O. No.	Terms	Due Date	Rep	Project
4500428476 V1	Upon Completion	4/13/2020	Bob	P7572 La Villita His...

Description	Amount
Installation of a 24 guage pre-finished standing seam metal roof with 22" pan and 1" seam (approx. 9,166 sq. ft.) - Complete roof replacement @ La Villita Historic Arts at 418 Villita at Bldg 9	49,938.08
Change Order # 1	3,729.00
Change Order #2	1,303.00

Please make check payable to Accu-Rite Roofing and Construction Services

Subtotal \$54,970.08

Sales Tax (8.25%) \$0.00

Total \$54,970.08

Phone #	Fax #	
210-227-6807	210-227-0418	
E-mail		Web Site
accurite@sbcglobal.net		accuriteroof.com

Payments/Credits \$0.00

Balance Due \$54,970.08