

## Service agreement for as needed roofing / façade Maintenance & repair

### TIPS # 241001

Concrete  
Restoration

**City Of San Marcos**  
**630 E Hopkins St**  
**San Marcos TX 78666 USA**

**Date:** 3/17/2025

Masonry  
Restoration

Stadium  
Restoration

WE (Western) HAVE PREPARED A PROPOSAL FOR: **City of San Marcos Owned buildings (List with addresses Attached).**

**SCOPE OF WORK:** We propose to furnish and install all necessary labor, materials, equipment, supervision, and insurance, as shown on the enclosed sample certificate, to complete the following:

Balcony  
Restoration

- **Time and Material not to exceed \$49,000.00.**

- Western shall send out a crew to investigate and repair roofing and/or facade repairs and / or emergency repairs. Repair work shall be Itemized and Invoiced on a time & material basis, please see below rates, and attached costs lists.
  - Man Day: \$600.00 (8-hour day) \*
  - Material, equipment, and sundries.
  - Total Cost plus 32%.

Plaza  
Restoration

EIFS  
Restoration

Historic  
Restoration

Wall Coating

Caulking &  
Sealants

**GENERAL QUALIFICATIONS:**

- If more than \$49,000.00 is needed work shall stop until an authorized cost extension order is approved by the Responsible representative.
- There will be a minimum charge of \$1,500.00 for emergency repair calls (responded to in less than 24hrs).

Deck Coating

Planter  
Waterproofing

Below Grade

1. Where Color is an issue written approval of color selections by the customer are required before any materials will be ordered and before scheduling of work.
2. Permits are not included for our portion of the work.
3. Barricades/sidewalk protection will be provided as necessary for public/worker safety.
4. Power lines in or near work areas shall be covered/protected by the owner at no expense to contractor.
5. Western will not provide warranties for these scopes of work.
6. Western shall not be held liable for the presence of fungi or bacteria as indicated on the attached Insurance Addendum

Stone  
Cleaning &  
Restoration

Tuckpointing

Epoxy  
Flooring

Cementitious  
Coating

Post Tendon  
Repair

Barrier  
Tendon  
Repair

Expansion  
Joint  
Restoration

Carbon Fiber

Epoxy  
Injection

**Acceptance:** By signing this proposal, the Purchaser accepts as a binding contract all its terms and conditions, including the General Conditions and the Special Conditions on this page and all Continuation Pages of this proposal. This Proposal shall expire automatically unless the above-named purchaser shall have delivered a copy of this Proposal, duly signed by it, to Western on or before the 30th day from the date hereof. No modification by Purchaser to this Proposal, or to the General Conditions, shall become a part of the contract unless specifically agreed to in writing by Western, and shall automatically make this Proposal void and of no effect.

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

**Western Waterproofing Company of America**  
**d/b/a Western Specialty Contractors of America**

PM:

\_\_\_\_\_  
[Purchaser]

Title:

By: \_\_\_\_\_

# GENERAL TERMS OF THE CONTRACT

**1. CHANGES IN THE WORK.** It is understood that the type of work called for in this Agreement may require changes as the work progresses. Contractor will perform changes in the work (including changes requested by Customer) only after consultation with the Customer, and execution of a written agreement covering the changes in the scope of the work including any changes in Contract Price and time for performance.

**2. PAYMENT TERMS.** Payment of the Contract Price, shall be made monthly upon receipt of an invoice for portion of the Work performed during that month. If any invoice remains unpaid to the 20th day following receipt by Customer, Customer agrees to pay Contractor interest at the rate of ten percent (10%) per annum from the due date until paid.

**3. TAXES.** Contractor's price includes applicable taxes imposed on the work or materials included in this contract, to the extent required by law to be collected by Contractor. Such taxes may be separately itemized on invoices.

**4. SECURITY FOR PAYMENT.** Customer understands that if Contractor is not paid it can assert a lien against the property. Contractor will issue waivers of its lien rights only to the extent it receives payment.

**5. DELAYS AND CLAIMS.**

**A. Liability Only for Acts Within Contractor's Control.** Contractor will be excused and will not be liable for any damages, whether direct, incidental or consequential, for any delay or failure in performance (including but not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by Contractor's suppliers and carriers) except to the extent caused by, or within the direct control of Contractor.

**B. Notice of Claims, When.** Any claims by Customer against Contractor must be presented in writing with particulars to Contractor within twenty days after they arise; otherwise Contractor shall have no responsibility or liability for such claims.

**6. INSURANCE AND INDEMNIFICATION.**

**A.** Customer shall purchase and maintain property insurance on its property and liability insurance to cover the acts or omissions of its agents and employees at the Site.

**B.** Contractor maintains insurance as shown on the attached Insurance Addendum. A certificate showing coverage limits and Carriers will be issued to Customer prior to beginning work at the Site.

**C.** Contractor agrees to indemnify Customer from any loss, damage or expense which Customer suffers as a result of claims asserted against Customer by third parties (including Contractor's employees) which arise out of Contractor's work at the Site, to the extent caused by the negligent acts or omissions of Contractor or anyone for whom Contractor is responsible. Customer agrees to indemnify Contractor for any loss, damage or expense, which Contractor suffers as a result of claims asserted against Contractor by third parties (including Customer's employees) which arise out of Customer's activities at the Site, to the extent caused by the negligent acts or omissions of Customer or anyone for whom Customer is responsible.

**7. LIMITED WARRANTY AND EXCLUSIVE REMEDIES.**

**A. Workmanship.** For a period of one year from the date of substantial completion of Contractor's Work covered hereby, Contractor warrants that it will promptly repair or replace any improper or defective workmanship performed by Contractor under this contract; provided that Contractor has been paid for all work performed, and Contractor has received written notice from Customer of any such defective workmanship within 20 days after Customer first becomes aware thereof (provided such is within the aforesaid one-year period). Contractor will not pay for any inspections or repairs performed by others prior to receipt of notice and a reasonable opportunity to make repairs, if warranted.

**B. Warranty on Materials.** Contractor warrants that it will use only new materials unless specified otherwise in this Contract, and will deliver to Customer standard warranties as issued by the manufacturer of the materials, if available. Contractor shall have no obligation under any such manufacturer's warranty, and shall not be required to seek changes to terms of such standard warranties.

**C. Disclaimer of Other Warranties.** THE PROVISIONS IN PARAGRAPHS A AND B ARE THE EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**D. Mold Exclusion.** Contractor specifically excludes from any and all warranties connected with this Work any warranty against the growth,

infestation or spread of mold, mildew, or other fungal, bacterial or biological substance however caused.

**8. OBLIGATIONS OF CUSTOMER AT SITE OF WORK**

**A. Site Conditions.** For work performed by Contractor at the site, Customer shall provide without charge to Contractor (i) sufficient and proper space for handling and storing the materials and equipment of Contractor;; (ii) sufficient power and water for the performance of the Work; (iii) removal of all obstructions to performing the Work as economically as possible.

**B. Unanticipated Conditions.** If Contractor encounters unanticipated conditions or structural features, not reasonably ascertainable upon such inspection or testing as was allowed by Customer, Contractor will so advise Customer, and the parties will work out a mutually acceptable adjustment to the Work, the Contract Price, and the time of completion prior to continuation of the work.

**C. Asbestos, Lead, Mold and PCB.** Contractor specifically excludes the abatement of any hazardous material, including but not limited to asbestos, lead, mold or polychlorinated biphenyl ("PCB"). Customer warrants that the Work will not expose Contractor's workers or any other persons to contact with or exposure to such substances. If Contractor encounters material reasonably believed to be asbestos, lead mold or PCB or other hazardous substance which has not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to the Customer. The Work in the affected area shall not thereafter be resumed except by written agreement of the Customer and Contractor. The Work in the affected area shall be resumed in the absence of such hazardous substance, or when it has been rendered harmless and so agreed in writing by the Customer and Contractor. All cost of testing for, removal of, or to render asbestos, lead, mold or PCB harmless, shall be born by Customer.

**9. DEFAULT BY CUSTOMER.** If Customer fails, or is unable for any reason, to make any payment when due, or prevents Contractor from completing its Work in a timely and uninterrupted manner, or fails to comply with any term, condition or provision of this Contract, Contractor may resort to any remedy available to it by this Contract, or by law.

**10. REMEDIES OF CONTRACTOR.** In case of any default by Customer, including but not limited to failure to make timely payment, Contractor may, after reasonable notice and opportunity to cure, which need not exceed seven (7) days; (a) suspend all work at the site (b) demand payment of the contract price, less a sum equal to Contractor's cost of any labor and materials not yet furnished or ordered , (c) remove its equipment and any unused material from the Premises, (d) terminate the contract and demand payments referred to in item (b) above and, (e) pursue such other or additional remedies as may be provided by law.

**11. DISPUTE RESOLUTION.** The parties shall attempt to resolve disputes between themselves, using more senior officials of their respective organizations if necessary, and prior to the institution of any legal action, they agree to meet with a mutually agreeable or, upon mutual application, court appointed mediator for a minimum of one five hour session. In any such dispute resolution, each party shall bear their own expenses. In the event of any legal action to enforce the terms of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees from the other.

**12. HOURS OF WORK.** Contractor is obligated to perform the Work only during its regular working hours and has no responsibility to work beyond such regular hours. All time beyond regular hours which is required by Customer shall be paid for by Customer in addition to the contract price, at applicable premium rates of pay.

**13. ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties. No representations, statements, correspondence or discussions between Contractor and Customer or Customer's Representative shall be a part of this Contract unless specifically referred to in this Contract.

**14. MODIFICATION.** No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless said waiver, alteration or modification be in writing and signed by a duly authorized representative of each party.

**STANDARD INSURANCE ADDENDUM**  
**Indicating Insurance Carried by**  
**Western Waterproofing Company of America d/b/a Western Specialty Contractors of America**  
**("Contractor")**

and incorporated into its Proposal Submitted to  
("Customer")

Project: **- Building name and Address List Attached**

Contractor maintains, and shall maintain, insurance coverage substantially as outlined below, throughout the life of the project (shown above) which is the subject of the Proposal, Bid, Contract or Subcontract to which this Addendum is attached. Any contract or subcontract entered into is qualified to include this coverage, exclusive of any other insurance requirements.

**Workers Compensation** coverage is maintained in all states where Contractor operates, including the state in which the project which is the subject of this proposal or bid is located. Employer's Liability coverage is also included with limits up to \$1,000,000. Stop gap coverage is provided in monopolistic states: ND, OH, WA, WY.

Carrier: **Charter Oak Fire Insurance Company (MA, OR, WI)**

Carrier: **Travelers Property Casualty Company of America (All other states)**

**General Liability** coverage is written on the ISO COMMERCIAL GENERAL LIABILITY FORM CG 0001 10 01 which includes the following:

Carrier: **Travelers Property Casualty Company of America**

**COVERAGES**

- Bodily Injury
- Broad Form Property Damage
- Premises/Operations
- Products/Completed Operations
- Contractual Liability
- Medical Payments
- Fire Damage Legal Liability
- Personal and Advertising Injury
- Independent Contractor's Liability
- Coverage for Explosion, Collapse, and Underground
- Separation of Insureds/Severability of Interest

	<b><u>POLICY LIMITS</u></b>
General Aggregate ⊕	\$4,000,000
Products Completed Operations Aggregate	\$4,000,000
Personal and Adv. Injury	\$2,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$500,000
Medical Exp. (Any one person)	\$5,000

⊕ General Aggregate applies per project.

**The General Liability Policy contains an exclusion for claims arising in whole or in part out of the presence of fungi or bacteria in a building or structure.**

**Automobile Liability** coverage is carried in all states consistent with or greater than statutory requirements.

Carrier: **Travelers Property Casualty Company of America**

Combined Single Limit: \$2,000,000

**A 30 day notice of cancellation provision is included under our policies.**

Coverage and limits will be certified through a standard form Certificate of Insurance issued to Customer or through a Memorandum of Insurance upon Execution of Contract.

**Contractor's insurance program is written on a nationwide basis for all its locations, and not on an individual project basis. Any requests for deviations from standard coverage must be requested in writing, prior to Contract execution. Contractor reserves the right to increase its price to cover additional insurance requests.**