

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**SERVICE CONTRACT  
C-08-485-04-07**

THIS CONTRACT is made and entered into this 7<sup>th</sup> day of April, 2009 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Weatherproofing Technologies, Inc.** a Ohio Corporation. ("Company").

WHEREAS, Company submitted a proposal through the County’s participation/membership with The Cooperative Purchasing Network (TCPN) Contract#R4812 for “ **Roof Repairs for Six (6) County’s Buildings** ” (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the assessment provided by Company, a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners’ Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations more particularly described in Exhibit A at **North San Juan CRC Building; McAllen Health Department; McAllen Tax & Auto License Office; Elsa Multi-Service Center; Justice of the Peace Precinct No. 1 PI 1& Constable’s Office; and Precinct No. 1 Adm. and Tax & Auto License Office.** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications

or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for upon completion of project.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its



16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:**  
**Weatherproofing Technologies, Inc.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P.

By: \_\_\_\_\_  
Steve L. Crain

# **EXHIBIT “A”**

## **DESCRIPTION NAME & LOCATION**

## **HIDALGO COUNTY BUILDING LOCATIONS**

- |  |                                 |
|--|---------------------------------|
| 1. San Juan CRC Building                       | 509 Earling Rd., San Juan, TX   |
| 2. McAllen Health Clinic                       | 300 East Hackberry, McAllen, TX |
| 3. McAllen Tax & Auto License Office           | 300 East Hackberry, McAllen, TX |
| 4. Elsa Multi-Service Center                   | 708 East Edinburg, Elsa, TX     |
| 5. Pct No. 1 Justice of the Peace & Constables | 1902 Joe Stephens, Weslaco, TX  |
| 6. Pct. No. 1 Adm./Tax/Auto License            | 1902 Joe Stephens, Weslaco, TX  |

**EXHIBIT “B”**

**PROPOSAL**

**TREMCO INCORPORATED  
WEATHERPROOFING TECHNOLOGIES, INC.  
WEATHER EVENT SURVEY AND ASSESSMENT**

**DATE:** November 21, 2008  
**OWNER:** County of Hidalgo  
 100 E. Cano Street  
 Edinburg, Texas 78539  
**WEATHER EVENT:** Hurricane Dolly  
**WEATHER EVENT DATE:** July 23, 2008

**1. San Juan CRC, 509 Earling Road, San Juan**

Shingles damaged and blown off by wind storm.  
 EIFS system damaged by wind storm at south end of south wing.

**Findings:**

The shingle roof areas have been severely damaged by high winds and/or cyclonic activity.  
 The exterior insulated finish system at the south end on the south wing has been severely damaged by high winds and/or cyclonic activity.  
 The low slope portion of the roof exhibits no visible sign of wind damage.

**Recommendation:**

Replace the existing shingle roof system with:  
 Option #1 – New Architectural Standing Seam Metal Roofing  
 Option #2 - New Shingle Roofing System.  
 Repair/replace EIFS at south end of south wing.  
 Investigate remainder of building envelope and provide information and budgets for additional work as required.

**Estimated budget cost through WTI/ Tremco Inc. TCPN Contract #4812:**

Option #1 (includes EIFS repairs): \$ 126,964.94  
 Option #2 (includes EIFS repairs): \$ 128,085.43  
 (See attached budget proposal)

**2. McAllen Health Department, 300 E. Hackberry, McAllen**

Multiple leaks throughout building.

**Findings:**

The existing foam and gravel surfaced roofing is deteriorated and failing with cracks, splits tears, blisters and surface erosion. The high winds and cyclonic action associated with the hurricane have accelerated the deterioration of the roof membrane.

**Recommendation:**

The existing roof system has failed. There are also numerous defects in the perimeter and penetration flashings. Immediate roof replacement is recommended. Investigate remainder of building envelope and provide information and budgets for additional work as required.

**Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:**

Roof Replacement: \$162,488.20.  
 (See attached budget proposal)

3. **McAllen Tax & Auto License Office, 300 E. Hackberry, McAllen**

Multiple leaks throughout building.

**Findings:**

The existing foam roofing is deteriorated and failing with cracks, splits tears, blisters and surface erosion. The old built-up roofing under the foam roofing is severely deteriorated. The perimeter metal flashing is rusted and failing. The high winds and cyclonic action associated with the hurricane have accelerated the deterioration of the roof membrane.

**Recommendation:**

The existing roof system has failed. There are also numerous defects in the perimeter and penetration flashings. Based on the observed conditions, I would recommend immediate roof replacement. Investigate remainder of building envelope and provide information and budgets for additional work as required.

**Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:**

Roof Replacement: \$111,651.33.

(See attached budget proposal)

4. **Elsa Multi-Service Center, 708 E. Edinburg, Elsa**

Multiple leaks throughout building.

**Findings:**

The existing standing seam metal panels appear to be in good condition. The flashings at the hips, ridges, valleys, eaves and other connections are poorly installed. Several attempts have been made to repair and/or seal the flashings with caulking and sheet metal. Wind pressures associated with the hurricane may have caused further damage to the deteriorated flashings.

**Recommendation:**

The multiple convergences of the various roof planes create numerous opportunities for water infiltration as the entire roof system expands and contracts. The flashings at the hips, ridges, valleys eaves and other connections should be repaired or replaced. Investigate remainder of building envelope and provide information and budgets for additional work as required.

**Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:**

Metal Roof Repairs: \$ 78,526.58.

(See attached budget proposal)

5. **Pct. 1, Pl.1 JP & Constable Office, 1902 Joe Stephens, Weslaco**

Water damage to offices in Judges areas and Constables area.

**Findings:**

The existing metal panels appear to be in good condition. The flashings at the rakes, ridges, eaves and other connections are deteriorating. Wind pressures associated with the hurricane may have caused further damage to the deteriorating flashings.

**Recommendation:**

The flashings at the rakes, ridges, valleys eaves and other connections should be repaired or replaced. Investigate remainder of building envelope and provide information and budgets for additional work as required.

**Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:**

Metal Roof Repairs: \$ 42,882.70.

(See attached budget proposal)

**6. Pct. 1, Pl.1 Administration, Tax & Auto License Office, 1902 Joe Stephens, Weslaco**

Water damage to offices in Administration, Tax Office and Auto License Office.

**Findings:**

The existing metal panels appear to be in good condition. The flashings at the rakes, ridges, eaves and other connections are deteriorating. Wind pressures associated with the hurricane may have caused further damage to the deteriorating flashings.

**Recommendation:**

The flashings at the rakes, ridges, valleys, eaves and other connections should be repaired or replaced. Investigate remainder of building envelope and provide information and budgets for additional work as required.

**Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:**

Metal Roof Repairs: \$ 61,920.07.

(See attached budget proposal)

**7. Head Start, 601 Earling Road, San Juan**

Multiple leaks throughout the building. Shingles and metal flashing damaged and blown off by wind storm.

**Findings:**

The shingle roof areas have been severely damaged by high winds and/or cyclonic activity. The metal flashings at the low slope portion of the roof exhibit signs of wind damage where the coping metal was blown off.

**Recommendation:**

Replace the existing shingle roof system with:

Option #1 – New Architectural Standing Seam Metal Roofing

Option #2 - New Shingle Roofing System.

Replace metal coping and repairs minor damage the low slope roofing.

Investigate remainder of building envelope and provide information and budgets for additional work as required.

**Estimated budget cost through WTI/ Tremco Inc. TCPN Contract #4812:**

Option #1 (includes low slope roof repairs) \$ 145,808.03

Option #2 (includes low slope roof repairs) \$ 138,750.72

(See attached budget proposal)

**8. Hidalgo County Health Department, 1304 S. 15<sup>th</sup> Street, Edinburg**

Multiple leaks throughout building.

**Findings:**

The existing single ply roof membrane is in fair condition. The roof insulation under the single ply roof membrane is loose in many areas and obviously un-attached on the upper level roof. This indicates that up-lift pressures during the wind storm lifted and compromised the entire roof system. The high winds and cyclonic action associated with the hurricane have accelerated the deterioration of the roof membrane.

Ph#: (956) 292-7025 Ext. 5406

*12/07/08  
need to put  
this on.*

-----Original Message-----

From: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>  
Sent 12/4/2008 10:46:16 AM  
To: "Dale O. Kennan" <dale.kennan@co.hidalgo.tx.us>  
Subject: FW: Post hurricane roof repairs

Dale,

Please check with Daniel if these items are being done in-house or outsourced? If in-house, find out how much he needs 'til the end of the year (we are running low on contingency funds). If outsourced, we can appropriate from fund balance under the emergency declaration due to Hurricane Dolly. We can put the appropriation the same week the contract gets awarded or on the following week (with copy of AI to Auditors).

Let me know what the plan is.

Thanks,

Sergio Cruz  
Manager, Strategic Planning Section  
Department of Budget & Management - Budget Division  
2818 South Business Highway 281  
Edinburg, TX 78539  
(956) 292-7025 phone  
(956) 292-7035 fax  
sergio.cruz@co.hidalgo.tx.us

**From:** Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]  
**Sent:** Friday, November 21, 2008 2:22 PM  
**To:** 'Sergio Cruz'  
**Cc:** javier carreon; Gabriel H Garza; rey.salazar@co.hidalgo.tx.us; charlie; Humberto Garza  
**Subject:** RE: Post hurricane roof repairs

Sergio, the break down of funds and priority is as follows:  
This is only the first six (6) and it equals to \$585,554.58 (These are the areas with the worse damage)  
Will forward more info later.

1. San Juan CRC – shingles damaged and blown off, south wing damaged exterior wall. / Start date: ASAP, Completion date: 60-90 days after start date. Approx. amount need needed is \$128,085.43 shingles or \$126,964.94 standing seam (metal)
2. McAllen Health Department – Multiple leaks throughout building, roofing deteriorated and failing. / Start date: ASAP, Completion date: 60-90 days after start date. Approx. amount needed is \$162,488.20 for build up roof.

12/4/2008

3. McAllen Tax & Auto License Office – Multiple leaks throughout building. / Start date: ASAP, Completions date: 60-90 days after start date. Approx. amount needed is \$111,651.33 for build up roof.
4. Elsa Multi-Service Center – Multiple leaks throughout building (flashing at the hips, ridges, valleys, eaves and other connections. / Start date: ASAP, Completion date: 60-90 days after start date. Approx. amount needed is \$78,526.58 to replace all flashes.
5. Pct. 1, Pl. 1 JP & Constables Offices – Deteriorated flashings at the rakes, ridges, valleys, eaves and other connections. / Start date: ASAP, Completion date: 60-90 days after start date. Approx. amount needed is \$42,882.70 to replace flashings.
6. Pct. 1, Pl. 1 Administration, Tax & Auto License Office – Deteriorated flashings at the rakes, ridges, valley, eaves and other connections. / Start date: ASAP, Completion date: 60-90 days after start date. Approx. amount needed is \$61,920.07 to replace all flashes.

**From:** Sergio Cruz [mailto:sergio.cruz@co.hidalgo.tx.us]  
**Sent:** Wednesday, November 19, 2008 2:19 PM  
**To:** daniel.flores@co.hidalgo.tx.us  
**Cc:** Dale O. Kennan; rey.salazar@co.hidalgo.tx.us  
**Subject:** FW: Post hurricane roof repairs

Mr. Flores,

If not already provided to our office, please forward me a breakdown of the funds necessary by site, a brief description of the repairs to be made, and the anticipated start/completion date of the repairs. Also, please indicate the funding priority of each project (1 - #?) in the event DBM is unable to appropriate "all" funds at this time.

Thank you,

Sergio Cruz

**From:** Dale Kennan [mailto:dale.kennan@co.hidalgo.tx.us]  
**Sent:** Wednesday, November 19, 2008 1:48 PM  
**To:** sergio.cruz@co.hidalgo.tx.us  
**Subject:** Fw: Post hurricane roof repairs

-----Original Message-----

**From:** "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>  
**Sent:** 11/14/2008 5:01:57 PM  
**To:** raul.silguero@co.hidalgo.tx.us  
**Cc:** "Dale Kennan" <dale.kennan@co.hidalgo.tx.us>, rey.salazar@co.hidalgo.tx.us  
**Subject:** Post hurricane roof repairs

12/4/2008

**EXHIBIT “C”**

**CERTIFICATE OF  
INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2009

<b>PRODUCER</b> MARSH USA INC. 216-937-1700 200 PUBLIC SQUARE SUITE 1000 CLEVELAND, OH 44114-1824 34492 -00000-CAS09-09-10 WEAT	<b>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> WEATHERPROOFING TECHNOLOGIES, INC. TREMCO INCORPORATED AND ITS SUBSIDIARIES 3735 GREEN RD. BEACHWOOD, OH 44122	INSURER A: First Continental Services Co.	
	INSURER B: Zurich American Insurance Company	16535
	INSURER C: N/A	N/A
	INSURER D: American Zurich Insurance Company	40142
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A			<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1-GL-01/2009	04/01/2009	04/01/2010	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
B			<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> CANADIAN NON-OWNED AUTOS	BAP 9258789-02	04/01/2009	04/01/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
							OTHER THAN EA ACC	\$
							AUTO ONLY: AGG	\$
			<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
D			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC 9258788-02 (AOS) WC 9258790-02 (ID, KY, WI)	04/01/2009 04/01/2009	04/01/2010 04/01/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
B							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
			OTHER					

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: Roof replacement at six county buildings. Hidalgo County is named as an additional insured during the course of authorized general contracting activities to the extent of losses caused solely and directly by Tremco and/or Weatherproofing Technologies, Inc. employees in an amount not to exceed the cost of the contracted services.

### CERTIFICATE HOLDER

CLE-002108923-01

### CANCELLATION

HIDALGO COUNTY  
 2812 SOUTH HIGHWAY BUS. 281  
 EDINBURG, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.  
 Kevin J. Robinson

*Kevin J. Robinson*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# ADDITIONAL INFORMATION

CLE-002108923-01

DATE (MM/DD/YY)  
04/03/2009

<b>PRODUCER</b> MARSH USA INC. 216-937-1700 200 PUBLIC SQUARE SUITE 1000 CLEVELAND, OH 44114-1824 34492 -00000-CAS09-09-10 WEAT		
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> WEATHERPROOFING TECHNOLOGIES, INC. TREMCO INCORPORATED AND ITS SUBSIDIARIES 3735 GREEN RD. BEACHWOOD, OH 44122	INSURER F:	
	INSURER G:	
	INSURER H:	
	INSURER I:	

## TEXT

THE GENERAL LIABILITY AND AUTOMOBILE PHYSICAL DAMAGE PLACEMENT IS A DIRECT PLACEMENT. MARSH MANAGEMENT SERVICES (VERMONT) MANAGES THE CAPTIVE INSURER INDICATED HERE. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THIS PLACEMENT, WHICH IS INDICATED HERE FOR YOUR CONVENIENCE.

## CERTIFICATE HOLDER

HIDALGO COUNTY  
2812 SOUTH HIGHWAY BUS. 281  
EDINBURG, TX 78539

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
Kevin J. Robinson

*Kevin J. Robinson*