

8707 CR 6820 Unit A Lubbock, TX 79407 Phone: 806-503-6350

ESTIMATE

Estimate # 889720

Date 02-10-2025

Bill To

City of Killeen

3301 S W S Young St

Killeen, TX Phone:

Email: tswanson@killeentexas.gov

Print Name

lob	Ad	dr	ess
-----	----	----	-----

Special Events Building

Phone: 806-577-8423

X

Date

Email: steven.mccord@quickroofing.com

Date 04/02/2025

3301 S W S Young St

Killeen, TX Phone:

Description Qty <u>Price</u> Ext. Price **Quick Roofing Proposal** Install nailer boards along perimeter ______ Install flute filler over existing metal roof Mechanically attach HD board to existing metal ______ Mechanically attach Standard Gray Color 60 mil TPO per manufacturer spec -----Flash and seal all penetrations ______ Install cleated drip edge Clean work area and haul off job site waste material and debris ______ Sky track rental 3 weeks ______ 20 yr NDL warranty ______ Total 1 \$333,782.32 \$333,782.32 Proposal is per TIPS Contract 241001 ______ **City of Killeen Authorized Representative** Salesperson: Steven McCord



CITY OF KILLEEN EVENTS CENTER

THE ROOF CO. WACO
BY: CLETE VANDERBURG

PREPARED FOR: CITY OF KILLEEN

The Roof Co. Waco LLC

3605 Franklin Ave Waco, TX 76710 • 254-651-1776 • www.theroofcowaco.com

City of Killeen

Job Address: 3301 S W S Young Dr Killeen TX 76542

Proposal for City of Killeen Events Center

02/28/2025

TIPS JOC #210205

Scope of Work:

- Install 2x wood blocking at perimeter edge for proper securement
- Loose lay EPS flute filler over existing metal roof
- Mechanically attach 1/2" EPS fanfold to existing metal
- Mechanically attach CR Gray FiberTite KEE 50XT membrane per manufacturer requirements at field of roof
- Flash all penetrations per manufacturer standard details
- Install clad coated edge metal with cleat at perimeter edge
- Clean up and haul off work related debris
- Workmanship Warranty- 20 years
- Manufacturer Warranty= 20 year NDL

Excludes:

- Front canopy roof
- Metallic or premium colors
- Co-op fees
- Interior repairs or protection
- Interior clean up
- After hours work

Pricing:

50 XT FiberTite Price= \$334,937.99

TERMS & CONDITIONS Of Contract For Scope of Work

This proposal is valid for a period of 30 days from the date of issuance.

I. PAYMENT TERMS

A. Material Draw Payment

A 30% down payment will be billed and due upon delivery of materials

B. PROGRESS PAYMENTS

Progress payments will be based on a Schedule of Values of completed work.

TEXAS PROMPT PAYMENT ACT COMPLIANCE

Payment for goods and services shall adhere to Chapter 2251 of the Texas Government Code. An invoice is considered overdue 31 days after the latter of (1) receipt of goods or (2) completion of service. Interest on overdue payments shall be calculated at a rate equal to Ten (10) percent per month.

II. Changes in Scope of Work (Change Orders)

- In the event of unforeseen surface or subsurface conditions that were not reasonably inspectable by the <u>Contractor</u>, the <u>Contractor</u> will issue the <u>Owner Representative</u> a written change order for the additional work, the work shall not commence until executed by the <u>Owner Representative</u>.
- If any additional work is required, or any changes are made during the <u>Contractors</u> work for which additional charges are due, they shall be documented at the time with written Change Orders, signed by the appropriate Owner or Representative.

A. DATES OF PERFORMANCE

Commencement and completion dates are estimates and not guaranteed. Delays due to events beyond <u>Contractor's</u> control are not considered abandonment, and instead are subject to the Force Majeure clause, and do not affect payment or performance timelines.

B. SUPERVISION

Unless otherwise noted, the <u>Contractor</u> will have at its own discretion the right to designate its supervision onsite.

C. ACCEPTANCE AND CHANGES

All contracts are subject to acceptance by The Roof Co. Waco, LLC ("<u>Contractor</u>"). Changes requested by the <u>Owner</u> in writing or required hereunder, shall be subject to the <u>Contractor</u> and <u>Owner</u> approval and, if accepted, shall be paid by <u>Customer-Owner</u> in addition to the Proposal Price.

The <u>Contractor</u> may make minor variations or substitutions in work or materials without notice to the <u>Customer</u>. The <u>Customer</u>-owned utilities may be used at no cost during work. The <u>Customer</u> is responsible for notifying tenants of potential disruptions during work.

D. JOINT AND SEVERAL AGREEMENTS

The <u>Customer</u> agrees that upon acceptance of this Agreement by <u>Contractor</u>, it shall appoint an agent for the purpose of binding <u>Customers</u> for specification changes, work order changes or adjustments to the original Proposal.

E. PERMITS AND ENGINEERING

The <u>Contractor</u> is not responsible for obtaining permits or providing engineering or surveying services, unless explicitly stated in this proposal. The <u>Contractor</u> is responsible for performance of the work in an appropriate and high-quality manner, and in a manner that will allow the work done to pass all required inspections.

F. EXISTING BUILDING

- The <u>Contractor</u> is not responsible for existing mechanical, electrical, plumbing, or other systems unless specified in the original scope of work.
- In cases of recovering an existing roof, the <u>Contractor</u> is not responsible for leaks or property damage unless caused by negligent workmanship, <u>Contractor</u> negligent, or improper acts in connection therewith.

- The Contractor is not responsible for non-working property items or services during or after roof installation.
- The <u>Contractor</u> is not responsible for interior protection or clean up before, during, or after the work.
- The <u>Customer</u> must provide documentation of issues within 48 hours of the event to determine <u>Contractor's</u> responsibility.

G. ASBESTOS AND LEAD PAINT

This proposal does not include asbestos abatement, removal, encapsulation, or lead paint removal. Costs for such actions will be borne by the <u>Customer</u> unless otherwise stated in the proposal.

H. CANCELLATION AND DEFAULT

The material for the project, or any approved insurance company description of work and materials, may be specially ordered and cannot always be cancelled by the <u>Customer</u>, even after any right of rescission period has expired. The <u>Customer</u> agrees that title to the materials does not pass to <u>Customer</u> under this Agreement, unless said materials are paid in full, except to the extent they are installed and have become fixtures, in which case the <u>Contractor</u> has its lien rights available. The <u>Customer</u> further agrees that in the event of default, the <u>Contractor</u> has a right of possession, and that the <u>Customer</u> will make available to the <u>Contractor</u>, at a reasonable time, the unused/uninstalled materials provided under this Proposal. If the <u>Customer</u> cancels this Proposal or defaults after any rescission period has expired, and the materials have already been ordered by <u>Contractor</u>, the <u>Customer</u> agrees that Company shall be entitled to the entire approved price for the materials, if they cannot be reasonable returned or used in another setting.

The <u>Customer</u> shall be in default under this Proposal if any of the following conditions or events occur: (A) a default in payment of proper portions of the approved price by <u>Customer</u>, (B) <u>Customer</u> fails to provide access to the <u>Contractor</u> at reasonable times during the hours of 7:30 am to 7:30 pm, Monday through Saturday to perform the work as described in this Proposal; (C) any other material failure by <u>Customer</u> to comply with the terms and conditions of this Proposal. In the event of default, following reasonable written notice and the opportunity to cure, the <u>Customer</u> shall be liable for all damages incurred by the <u>Contractor</u>, less any required mitigation.

I. SITE CLEAN UP

Upon completion of the work, the <u>Contractor</u> will leave the site reasonably clean.

J. DELAY AND FORCE MAJEURE

Time is of the essence in the performance of this agreement and the services hereunder. The <u>Contractor</u> will diligently perform the work, but is not liable for delays caused by weather, strikes, transportation difficulties, material shortages, mechanical breakdowns, or other circumstances beyond reasonable and foreseeable control. In the event of any such unforeseeable event, <u>Contractor</u> shall give immediate written notice to <u>Customer</u> of the occurrence, as well as the expected delay, and the basis, therefore.

The <u>Contractor</u> is not responsible for reasonable delay or inability to perform caused by unforeseeable conditions or events, including Acts of God, strikes, war, riots, shortages, weather conditions, public authorities or other unforeseeable causes or conditions beyond its control. In the event of any such unforeseeable event, the <u>Contractor</u> shall give immediate written notice to the <u>Customer</u> of the occurrence, as well as the expected delay, and the basis, therefore.

III. RETURN POLICY

No returns on ordered or fabricated materials. Cancellation during the ordering process will be assessed based on returnability.

IV. DEDUCTIBLES, SUPPLEMENTS, AND PAYMENTS

- The <u>Customer</u> is responsible for insurance deductibles, payable upon completion of work.
- Payments are due upon completion, even if insurance proceeds are delayed.
- All approved supplements must be paid to the <u>Contractor</u> in full.

V. LIMITED WARRANTY

• The <u>Contractor</u> warrants material quality and will provide manufacturer warranties upon request. Workmanship is warranted for the length of time specified in the scope of work.

- This Warranty excludes specified conditions, including damages caused by third parties, lack of maintenance, weathering, existing building issues, and materials not installed by the <u>Contractor</u>.
- The <u>Customer</u> must protect assets during leaks and notify the <u>Contractor</u> within 24 hours. Leaks not caused by the <u>Contractor</u> may incur repair charges.

VI. LIMITATION OF LIABILITY

The <u>Contractor</u> is not liable for indirect, special, or consequential damages.

VII. MECHANICS' LEIN

The Contractor may claim a mechanics', artisans', or materialman's lien on the property if required by applicable law.

VIII. ENTIRE AGREEMENT AND GOVERNING LAW

This Proposal constitutes the entire Agreement and supersedes all others. Any changes must be in writing and signed by both parties. This Proposal is governed by Texas law. Any disputes will be resolved in Waco, Texas (McLennan County)

The Roof Co. Waco LLC 3605 Franklin Ave Waco, TX 76710 ● 254-651-1776 ● www.theroofcowaco.com

City of Killeen tswanson@killeentexas.gov
Sales Representative: Clete Vanderburg The Roof Co. Waco
I confirm that my action here represents my physical or electronic signature and is binding:
{{Contact Signature}}
{{Signature Date}}