



The Roof Co. Waco LLC

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City of Killeen - Pat Martin
Phone: 254-681-7287

Job Address:
2003 Little Nolan Rd.
Killeen, TX 76543

Print Date: 8-26-2022

Proposal for City of Killeen Fleet Services Roof (TIPS #6929)

Proposal is based on market conditions of (June) 2022 & is valid for (15) days from date of proposal.

*A moisture survey must be performed by a PM approved Thermographer and all wet material must be replaced (base bid excludes wet insulation removal & replacement)

Commercial - Roof Coating & Sheetmetal Work				
Items	Description	Qty/Unit	Unit Price	Price
Moisture Scan	Perform a moisture scan over entire roof to detect any wet insulation per manufacturer requirements. Per manufacturer requirements if wet insulation is present, wet insulation must be removed and replaced with like kind materials *Wet insulation material & labor removal & replacement not included in base bid.	1 Each	\$1,358.50	\$1,358.50
Clean & Prep Existing Roof	Labor to: -clean off existing roof w/ the use of pressure washer and cleaner per manufacturer requirements	179.86 Sqs	\$49.46	\$8,896.54
Roof Base & Top Coat Application	Labor To: -Apply PM ponding eliminator as needed to alleviate ponding water *this does not eliminate -Apply PM pro patch on major holes in existing foam roof -Apply silicone base coat at a rate of 1.75 gallons per sq per manufacturer specification -Apply silicone top coat at a rate 1.75 gallons per sq per manufacturer specification	244.15 Sqs	\$107.25	\$26,185.09
Roof Base & Top Coat Application	Material To: -Apply PM ponding eliminator as needed to alleviate ponding water *this does not eliminate -Apply PM pro patch on major holes in existing foam roof -Apply silicone base coat at a rate of 1.75 gallons per sq per manufacturer specification -Apply silicone top coat at a rate 1.75 gallons per sq per manufacturer specification	244.15 Sqs	\$393.25	\$96,011.99
Equipment	Equipment To: -Roof load materials	2 Equip.	\$3,018.56	\$6,037.12
Disposal	Disposal: -Haul off roof restoration related debris	2 Disposal	\$715.00	\$1,430.00
General Conditions	General Conditions: -commercial general liability -commercial workmans comp -commercial auto -site supervision & safety -project management & quality control	1 GC	\$13,357.43	\$13,357.43
Warranty	15 year material & labor warranty *First (30) Months of Warranty Period - Contractor responsible for all labor & non-silicone materials *Remainder of Warranty Period - All costs covered by PM (Progressive Materials) *Progressive Materials does NOT offer a 20 year material & labor warranty on recoats of existing foam roof systems	17,986 warranty	\$0.36	\$6,430.00

Total Price: \$159,706.67**Excludes:**

- Existing roof removal or replacement
- Existing structural removal or replacement
- Existing deck removal or replacement
- Existing insulation removal or replacement
- New SPF insulation recover
- New tapered insulation to ensure positive drainage
- New drains or internal piping
- MEP related work
- Exterior facade work

Terms & Conditions**Payment Terms:**

1. The contractor will furnish all of the labor and materials which are necessary to perform the work. Unless otherwise stated in this proposal, the labor and materials that are furnished will be those which are ordinarily used in the construction industry.
2. The contractor will perform the work in accordance with any applicable plans and specifications that have been provided prior to date of this proposal. The contractor however will not be responsible for the property of such plans or specifications.
3. In performing the work, the contractor will be entitled to assume that the work of the other contractors has been properly performed. The contractor will not be required to inspect the work of others and will not have the liability for any problems which may arise as result of other work.
4. All preparatory work at the site, which is to be undertaken by others, prior to work of the contractor must be properly completed for the contractor to perform the work described in this proposal. The contractor will have no responsibility for any preparatory work or the result thereof.
5. The contractor will only be responsible for the specific work which is described herein. If any additional work is required, or any changes are made during the construction which increase the cost of performance, the contractor will be entitled to add additional compensation.
6. Similarly, if any abnormal surface and subsurface conditions which could not reasonably have been expected by the contractor are encountered at the project site, the contractor will be entitled to add an additional charge for any increase in the cost of performance.
7. Any additional charges which are added by the contractor will be reasonable. If there is any disagreement regarding the reasonableness of its charges, the contractor may suspend all of its work until the disagreement is resolved or may terminate its contract without liability.
8. The contractor will perform the work with reasonable diligence but will not be responsible for any delays which may occur because of weather, strikes, transportation difficulties, and shortages of materials, mechanical breakdown or any other conditions that are beyond its reasonable control.
9. The contractor will not be responsible for any test or permits that may be required to perform the work unless otherwise provided by this proposal. Likewise, the contractor will not be responsible for engineering or surveying services unless otherwise provided herein.
10. When the work is completed, the contractor will leave the site in reasonably clean condition. All objections to its work, which are based on conditions that are visible at the time of completion, must be brought to its attention prior to the time it leaves the site or will be waived. The contractor will not perform any work hereunder if credit is not approved.
11. **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate sum of one percent (10%).
12. Unless otherwise specifically agreed on the reverse side hereof, or required by law, no retainage will be withheld from the amounts which are payable to the contractor for the work performed hereunder. The contractor will be entitled to receive full payment as provided herein for all work performed.
13. This proposal contains all of the terms and conditions which constitute the offer of the contractor. Acceptance is strictly limited to the terms and conditions set forth herein and unless the contractor otherwise agrees in writing, no other terms or conditions will apply to the work.

ACCEPTANCE: All Proposals are subject to acceptance by The Roof Co. Waco, LLC ("Contractor"). Changes requested by Customer in writing or required hereunder, shall be subject to Contractor's approval and, if accepted, shall be paid by Customer in addition to the Proposal price. All of Contractor's rights and remedies hereunder extend to changes. Unless otherwise agreed in writing all changes are at Contractor's regular price. All surplus material remains Contractor's property. While the work is being performed, Contractor may use the Customer's utilities at no cost. If Contractor is unable to complete the work for any reason, it may assign its obligations hereunder to a contractor of its choice. All rights, remedies and privileges of Contractor hereunder inure to the benefit of and are enforceable by an assignee of the Proposal. Customer agrees to execute all other documents that Contractor may require to carry out the terms of this Proposal or to comply with all applicable laws. Contractor may make minor variations in work or substitute material of equal or better quality without consent of Customer. The building owner will be responsible for any satellites, cables, data, IT, networking, antennas, boosters, dish, access controls, services, or any other work not related to the specific work included in the proposal that may need to be moved while performing the work. It will be the building owner's responsibility to notify all tenants that a disruption in their service may occur, and they will be responsible for contacting & payment of their provider to recalibrate or reset any of the above-mentioned service. Contractor will not be responsible for ANY disruption (noise, loss of network, revenue, etc.) during the time of the performed work.

EXISTING BUILDING: Contractor will not be responsible for any existing mechanical, electrical, plumbing, etc. unless otherwise defined in our original scope of work. Please note that units (HVAC, condenser, satellites, etc.) may be lifted slightly for install of new roof and that Contractor will not be held responsible for any of the unit's function. In cases of recovering an existing roof, Contractor will not be responsible for any leaks and or damages to property during the time of install of new roof unless otherwise caused by negligent workmanship to the new roof. Contractor will not be responsible for any leaks and or damages to property from the following: unknown moisture under existing roof, leaks from mechanical units, leaks from other portions of existing roof not yet completed with new roof, or other causes or conditions beyond Contractor's reasonable control. It is the tenants'/owner's responsibility during the event of the leak to protect their property from damages and to notify Contractor within 24-hours of time of leak. Contractor will not be held liable from any non-working signage, neon/LED lighting, fixtures, TV's, computers or any other property during or after install of new roof.

- Customer must provide proper documentation (photographs of before & after, times/dates, video, etc.) of issue within 24-hours to Contractor to determine if Contractor was responsible for the issue. If all documentation is not turned in within 24-hours of notification Contractor will not be held liable for any issues or damages. Contractor will not be responsible for any services (electrical, plumbing, HVAC, conduits, etc.) that may be mounted to the deck of the roof and that may be compromised during the installation of the new roof. Unless otherwise PAID for by owner of the building, Contractor will not conduct a search & locate of any service below the roof. If owner wishes to proceed WITHOUT a search & locate, then owner is responsible for any compromises/damages that may occur during time of install of new roof.

This Proposal does not include, unless expressly specified, any asbestos abatement, removal, encapsulation, or any removal of lead paint. If

that report asbestos removal, unless expressly specified, any abatement, removal, encapsulation, or any removal of lead paint, asbestos or lead paint is found existing on the premises, any cost to abate, remove or encapsulate shall be paid by Customer as an extra. Customer represents that he/she owns the property at which the work is to be performed. Customer will identify boundary lines and be responsible for obtaining any necessary zoning variations before commencement of work.

CANCELLATION AND DEFAULT: The material for the project or any approved insurance company description of work and materials is specially ordered and cannot be canceled by the Customer after any right of rescission period has expired. Customer agrees that title to the materials does not pass to Customer under this Agreement until said materials are paid in full. Customer further agrees that in the event of default, Contractor, has a right of possession and that the Customer will make available to Contractor, at a reasonable time, the materials provided under this Proposal. If Customer cancels this Proposal or defaults in any way after any rescission period has expired, and the materials have already been ordered by Contractor, the Customer agrees that Company shall be entitled to the entire approved price for the materials. The Customer shall be in default under this Proposal if any of the following conditions or events occur: (A) a default in payment of the approved price by Customer; (B) Customer fails to provide access to Contractor, at reasonable times during the hours of 7:30 a.m. to 7:30 p.m., Monday through Saturday to perform the work as described in this Proposal; (C) any other failure by Customer to comply with the terms and conditions of this Proposal. In the event of the default, the Customer shall be liable for all damages incurred by Contractor.

DATES OF PERFORMANCE: Approximate commencement and completion dates of the Proposal are estimates only and Contractor shall not be responsible for delays in either the starting date for the work or substantial completion. Any delays caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating time frames for payment or performance. Contractor is not responsible for delay or inability to perform caused by Acts of God, strikes, war, riots, shortages, weather conditions, public authorities or other causes or conditions beyond its control. Contractor will not be held responsible to liquidated damages for any shortages caused by suppliers that may cause delay in project.

SUPERVISION: Unless otherwise noted, Contractor will have, at its own discretion, the supervision onsite.

JOINT AND SEVERAL AGREEMENTS: Customer agrees that upon acceptance of this Agreement by Contractor, each of the Customers shall be jointly liable and that each is the agent of the other for the purpose of binding each and all Customers for specification changes, work order changes or adjustments to the original Proposal.

LIMITED WARRANTY: Contractor warrants material is of standard grade quality and will transfer to Customer all manufacturers' written guarantees upon request if available. The manufacturer does offer a limited warranty on the materials sold and all claims by the Customer for breach of material warranty must be brought directly against the manufacturer. Customer hereby waives all claims for breach of material warranty of any type against Contractor, Customer will be supplied with the warranty information from the manufacturer after payment for the complete work. A specimen copy of the warranty by the manufacturer is available upon request. Contractor warrants workmanship for a (1) time call back, unless stated otherwise in proposal, after the date of substantial completion and will remedy substantial defects within a reasonable time after receipt of written notice from Customer within such one-year period. This remedy is Customer's exclusive remedy for any workmanship warranty claim.

Workmanship Warranty Subject to the limitations set forth above and below, for a period of (1 time call back) from the date of substantial completion of the work described and specified on the original contract, Contractor will make repairs necessitated by a substantial defect in workmanship.

WORKMANSHIP WARRANTY EXCLUSIONS:

- Any work not performed by Contractor
- Damages/leaks caused by foreign objects, weather related events, or acts of God damages, fire, explosion, flood, misuse, abuse, vandalism, negligence, or any other similar causes beyond the control of Contractor
- Damages/leaks caused by lack of maintenance of the property by owner including but not limited to: Keeping debris/trash from drainage points (gutters, drains, scuppers, etc.) keeping trees trimmed a minimum three feet from roof, etc.
- Damages/leaks caused by modifications made by third party & or owners.
- Damages/Leaks caused by work installed by third party & or owners.
- Normal weathering of surfaces.
- Damages/leaks caused by existing building.
- Damages/leaks caused by lack of proper maintenance.
- Damages/leaks/defects/failures caused by materials not installed by Contractor
- Damages/leaks/defects/failures caused by termites, insects, rodents or other animals.

**It is customer/owners responsibility to protect all assets during the event of a leak and notify Contractor within 24-hrs of noticed leak.*

**In the event the leak is not caused by the workmanship of Contractor the owner agrees to pay Contractor for it's time to diagnose and or repair the leak.*

**Contractor will not be liable for any damages caused by leaks during a documented rain event if not reported in writing within 12-hours.*

*THERE ARE NO OTHER WARRANTIES PROVIDED BY CONTRACTOR EXPRESS OR IMPLIED AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PURPOSE. This workmanship warranty inures to the benefit and is enforceable only by the Customer and is to not transferable or assignable. Contractor shall not be liable for any incidental or consequential damages.

*No warranty of any type exists until all work is paid in full. Additional terms applicable to Contractor's warranties appear on the last page.

LIMITATION OF LIABILITY: Notwithstanding anything to the contrary contained in this proposal or any contract document between contractor and customer, contractor shall in no event be liable for any indirect, exemplary, special, consequential or incidental damages of any kind, even if Contractor has been advised of the possibility of such damages.

DEDUCTIBLES, SUPPLEMENTS AND PAYMENT: Even if Contractor's work is covered by Customer's insurance, the payment of 100% of the deductible is to be paid by the Customer based on the rates of the Customer's insurance company. (See your insurance policy or claim for amounts). Under federal law, Customer is responsible for paying its insurance deductible. Deductibles (unless otherwise agreed in writing) are due upon completion of work. It is a felony to commit insurance fraud and Contractor will not waive, pay, etc. deductibles. Failure to pay deductible will result in liens against the property.

*The amount shown on the attached proposal is due by the Customer UPON COMPLETION even if insurance proceeds are not yet received or delayed by the insurance company. Unless prior arrangements are approved, Customer shall make check payable to Contractor in the invoiced amount of the contract value and present to Contractor prior to work starting or materials being ordered.

*ALL Supplements that are approved by the insurance and completed by the Contractor shall be paid to the contractor in the full amount of the Supplement.

*This agreement in its entirety (if not the prime contract) shall be added to the prime contract as an exhibit or attachment to the contract. Owner is responsible for paying all taxes that are required for the project unless a tax-exempt certificate is provided.

RETURN POLICY: NO RETURNS on ordered and or fabricated materials. If job is canceled during the ordering process, Contractor will work with Customer and identify what and what cannot be returned. Customer agrees to pay Contractor for any ordered and or fabricated material that are not returnable.

ENTIRE AGREEMENT AND GOVERNING LAW: This Proposal contains the entire agreement between the Customer and Contractor and supersedes all other written and/or oral agreements. Any changes to this Proposal must be in writing and signed by both parties. This Proposal

Proposal Print

and any disputes related to the Proposal or Contractor's performance will be governed by and construed in accordance with the laws of the State of Texas. To the fullest extent permitted by the applicable governing law, any disputes and or suits resulting in litigation shall be held in Bell County and Customer agrees to the exclusive jurisdiction of the courts sitting in such County.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____




Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.



Signature

Erin Montgomery

Printed Name

7/25/2022

Date

The Roof Co. Waco LLC

Company Name

Owner/Managing Member

Title