



**TREMCO INCORPORATED
WEATHERPROOFING TECHNOLOGIES, INC.
ROOF REPAIR SERVICES PROPOSAL**

DATE: August 23, 2012

OWNER: County of Hidalgo
2802 So. Business 281
Edinburg, Texas 78539

PROJECT: Hidalgo County Administration Building
100 E. Cano St.
Edinburg, Texas

A. Through The Cooperative Purchasing Network (TCPN) Line Item Contract #R4812, **Weatherproofing Technologies, Inc. (WTI)** will provide the following Roof Repair Services on the above referenced Project:

Scope of Work

Area A:

1. General maintenance and repairs:
 - a. Thoroughly examine all roof surfaces and identify all deficiencies.
 - b. Investigate leaks, water-test as required and perform minor repairs with compatible materials.
 - c. Repair all deficiencies as required; including but not limited to roof membrane laps, joints and seams; and holes in the roof membrane.
 - d. Install new sheet metal hoods and counterflashing as required.
 - e. Repair all membrane and/or sheet metal flashings at perimeter walls, roof curbs, roof drains and all other roof penetrations as required.
 - f. Provide proper pads under stairs and equipment.
 - g. Clean-up and remove all construction debris leaving roof area in a serviceable condition.

Area B:

2. General maintenance and repairs:
 - a. Thoroughly examine all roof surfaces and identify all deficiencies.
 - b. Investigate leaks, water-test as required and perform minor repairs with compatible materials.
 - c. Repair all deficiencies as required; including but not limited to roof membrane laps, joints and seams; and holes in the roof membrane.
 - d. Install new sheet metal hoods and counterflashing as required.
 - e. Repair all membrane and/or sheet metal flashings at perimeter walls, roof curbs, roof drains and all other roof penetrations as required.
 - f. Provide proper pads under stairs and equipment.
 - g. Clean-up and remove all construction debris leaving roof area in a serviceable condition.

Area C:

3. Second Floor Roof Access Door:
 - a. Remove brick, equipment, stairs and door as necessary to install new through-wall flashing from parapet wall to stucco at 2nd floor access door.
 - b. Reinstall brick with proper weep holes and new counterflashing receiver and counterflashing.
 - c. Install counterflashing at duct and door as necessary.
 - d. Repair base flashings as required.

- e. Provide proper pads under stairs and equipment.
- 4. Stucco Wall under Windows at Second Floor Roof:
 - a. Power wash stucco wall at roof level under windows at 2nd floor roof.
 - b. Seal all cracks and opening in and around stucco.
 - c. Apply two coats of WallTite coating on stucco.
- 5. General maintenance and repairs:
 - a. Thoroughly examine all roof surfaces and identify all deficiencies.
 - b. Investigate leaks, water-test as required and perform minor repairs with compatible materials.
 - c. Repair all deficiencies as required; including but not limited to roof membrane laps, joints and seams; and holes in the roof membrane.
 - d. Install new sheet metal hoods and counterflashing as required.
 - e. Repair all membrane and/or sheet metal flashings at perimeter walls, roof curbs, roof drains and all other roof penetrations as required.
 - f. Provide proper pads under stairs and equipment.
 - g. Clean-up and remove all construction debris leaving roof area in a serviceable condition.

Area D:

- 6. Roof at Stairwell Penthouse at Southwest Corner of 5th Floor Roof:
 - a. Remove existing gravel surfacing and a new recover roof system over the roof of the stairwell penthouse at the south west corner of 5th floor roof.
 - b. Provide all flashing and sheet metal as required.
- 7. Walls at Stairwell Penthouse at Southwest Corner of 5th Floor Roof:
 - a. Clean and seal brick as necessary to install new vertical metal wall panels from parapet wall to parapet wall at 5th floor stairwell penthouse.
 - b. Install sub-framing and supports as required.
 - c. Install new counterflashing receiver and counterflashing.
 - d. Install new counterflashing at door and door threshold as required.
 - e. Repair base flashings at existing single-ply roof system as required.
- 8. General maintenance and repairs:
 - a. Thoroughly examine all roof surfaces and identify all deficiencies.
 - b. Investigate leaks, water-test as required and perform minor repairs with compatible materials.
 - c. Repair all deficiencies as required; including but not limited to roof membrane laps, joints and seams; and holes in the roof membrane.
 - d. Install new sheet metal hoods and counterflashing as required.
 - e. Repair all membrane and/or sheet metal flashings at perimeter walls, roof curbs, roof drains and all other roof penetrations as required.
 - f. Provide proper pads under stairs and equipment.
 - g. Clean-up and remove all construction debris leaving roof area in a serviceable condition.

Area E:

- 9. General maintenance and repairs:
 - a. Thoroughly examine all roof surfaces and identify all deficiencies.
 - b. Investigate leaks, water-test as required and perform minor repairs with compatible materials.
 - c. Install hoods and counterflashing as required.
 - d. Re-seal all joints as required.
 - e. Provide proper pads under stairs and equipment.
 - g. Clean-up and remove all construction debris leaving roof area in a serviceable condition.

ALL Roof Areas:

10. Initiate Five (5) Year TremCare Service Agreement, including:

- a. Annual roof inspections.
- b. Housekeeping, maintenance and repair of all roof membranes, flashings and penetrations.
- c. Documentation of all inspections and repairs through on-line reporting (OLI).
- d. Emergency (24/7) toll-free contact number.
- e. (See attached Sample)

B. Roofing Repair Services will be provided: **FOR THE SUM OF: \$ 91,882.94**

Billing will occur after the services are delivered, unless the project requires more than forty-five days, in which case billing will be based on the completed portion(s) of the work on a monthly basis. Billing terms are net 30 days.

Pricing is based on the Weatherproofing Technologies Inc. / Tremco Incorporated Cooperative Purchasing Agreement through The Cooperative Purchasing Network (TCPN) Line Item Contract #R4812.

- C. Roof repair and maintenance could begin approximately fifteen (15) to twenty-five (25) days from the issuance of a purchase order pending completion of all required documentation. Anticipated completion time for roof repairs and maintenance is approximately sixty (60) days. The TremCare Service Agreement will become active upon completion of all repairs.
- D. In performing these Roof Repair Services, **Weatherproofing Technologies, Inc.** shall not be responsible for damage to the building or its contents or any other incidental or consequential damages. **WTI's** total liability shall not exceed the dollar value of the services provided to the Owner by **Weatherproofing Technologies, Inc.** (See attached Terms and Conditions)
- E. Once final pricing is received and reviewed by the owner the Purchase Order should be issued to:

**Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, Ohio 44122**

Reference: **TCPN Contract #R4812
WTI / Tremco Commercial Line Item Pricing**

Fax or E-Mail Purchase Order to:

**Weatherproofing Technologies, Inc.
Ivan Trinidad, Construction Manager
Toll-free fax #: (866) 308 0665
itrinidad@tremcoinc.com**

**AND
Steven W. Linsteadt, Field Representative
Tremco Incorporated /Weatherproofing Technologies, Inc.
Fax #: (361) 777 3368
sinsteadt@tremcoinc.com**

Terms and Conditions of Agreement for Roofing Services

WHEREAS, Weatherproofing Technologies, Inc. (WTI) located at 3735 Green Rd. Beachwood, OH 44122 is in the business of providing roofing services including, but not limited to: Thermocore®, TRIM®, TremCare® and other Roof Repairs and Replacement and other Roofing Services;

AND WHEREAS, **The County of Hidalgo, Texas** (Customer/Client/Contractor) located at 2802 So. Business 281, Edinburg, Texas 78539 is desirous of engaging WTI to provide the following roofing services:

**Roof Repairs per attached proposal and in accordance with
Weatherproofing Technologies, Inc. / Tremco Incorporated Cooperative Purchasing Agreement with
The Cooperative Purchasing Network (TCPN) – Line Item Contract #R4812**

NOW THEREFORE, in consideration of the mutual promises set forth herein, Customer/Client/Contractor and WTI hereby agree as follows:

SCOPE OF WORK

WTI agrees to furnish all labor, tools and materials necessary to perform the roofing services described in the referenced proposal. WTI shall perform the Work in a careful and competent manner with properly skilled and trained personnel.

CONTRACT PRICE -as referenced

Which the Owner shall pay WTI and WTI shall accept as full compensation, satisfaction and payment for the Work outlined in this agreement.

PAYMENTS

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Owner at the end of each calendar month for the amount due for the portion of the services completed during that month. Within thirty (30) days after receipt of the invoice, Owner shall pay the invoice. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed, in which case Owner shall pay WTI within thirty (30) days after receipt of the invoice.

INDEPENDENT CONTRACTOR

It is agreed that WTI is not an employee of the Owner, but is an independent contractor and, as such, has no authority to act for or on behalf of the Owner or to bind the Owner to any contract or any other manner except as provided in this Agreement.

AUDITS

WTI shall maintain accurate records of all expenditures and costs relating to any Work performed under this Agreement. The Owner shall have the right to inspect and examine these records upon seven (7) days prior written notice to WTI at the place where such records are kept in the ordinary course of WTI's business.

CHANGES IN WORK

The Owner may at any time without invalidating this Agreement make changes in, add to or delete from the Work to be performed. No such changes shall be made and no claims for extra Work shall be valid except as authorized by written order signed by the Owner and WTI.

WARRANTY

For a period of one (1) year after completion of the Work, WTI will, at its expense, repair any leaks through penetrations or cores taken from the roofing system by WTI. The owner shall give written notice within thirty (30) days from the date of observation of any leaks, which may be subject to this warranty. Failure to give such notice shall relieve WTI of any further warranty obligations under this Agreement. THE REMEDY STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER AND IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL WTI BE LIABLE FOR DAMAGES TO THE BUILDING, THE CONTENTS OF THE BUILDING OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Unless otherwise stipulated in the contract documents attached hereto)

INSURANCE

Upon request, WTI will provide Owner with evidence of the following insurance requirements:

- a. Workers' Compensation and Employer's Liability
Statutory Workers' Compensation for the state in which services are being performed under this Agreement.
Employer's Liability with limits of \$100,000.
- b. Commercial General Liability
Commercial General Liability on an occurrence basis with limits of \$1,000,000.

Other Insurance Provisions

Owner shall be named as a certificate holder on all coverages listed in paragraphs (a) and (b).

The issuing insurance companies shall provide the named certificate holder with thirty (30) days written notice prior to any cancellation or material modification of the policies providing the coverages listed in paragraphs (a) and (b).

Hidalgo County Auto Insurance Requirement: Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.

INDEMNITY

During the term of this Agreement, WTI shall indemnify and hold harmless Owner and its employees from and against all claims, damages, losses and expenses, excluding lost profits or the loss of use of property, to the extent arising directly out of the negligent performance of the Work, however, in no event shall WTI's indemnity obligations under this agreement be more than the Contract price listed above.

WAIVERS OF RIGHTS OF LIENS

Before final payment is made, upon the request of the Owner, WTI will submit to the Owner, waivers of right of lien from all subcontractors, material suppliers and itself duly signed and notarized. No material, supplies or equipment will be used by WTI in which any interest or right is retained by any seller or supplier.

TERMINATION

Hidalgo County Termination Requirement: This agreement may be terminated by either party without a cause upon (30) Thirty Days written notice.

MISCELLANEOUS

This Agreement supersedes all prior written agreements between the parties with respect to the work and fully sets forth the understanding of the parties with respect to the performance of the work. This Agreement shall not be modified except by written agreement of the parties and shall be interpreted according to the laws of the state in which the work is performed. Upon request, WTI agrees to provide the Owner in advance with Material Safety Data Sheets covering all materials introduced onto the Owner's premises. Any leaks through penetrations or cores taken from the roofing system by WTI or for any work that was completed as part of this agreement. The Owner shall give written notice within thirty (30) days from the date of observation of any leaks which may be subject to this warranty. Failure to give such notice shall relieve WTI of any other warranty obligations under this Agreement.

Initial _____

Date _____



Weatherproofing Technologies, Inc.
 3735 Green Road • Beachwood, Ohio 44122 • 216-292-5000

TREMCO LINE ITEM PRICING		TCPN CONTRACT #: R4812				
COUNTY OF HIDALGO, TEXAS						
ADMINISTRATION BUILDING						
PROPOSAL #: 5019585						
12/5/2011 [Rev. 08-20-12]						
ROOF A: REPAIRS						
SPEC NUMBER	WORK DESCRIPTION	UNIT	BID AMOUNT	QUANTITY	PROJECT AMOUNT	
25.19	Minor roof repair calls	DAY	\$721.55	12	\$ 8,658.60	
					SUBTOTAL	\$ 8,658.60
25.25	Multiplier for roofs less than 10,000 square feet	%	18%		\$ 1,558.55	
					SUBTOTAL	\$ 10,217.15
S.46	State multiplier/Factor for Texas		0.90		\$ 9,195.43	
TOTAL PROJECT COST (ROOF A)					\$ 9,195.43	
ROOF B: REPAIRS						
SPEC NUMBER	WORK DESCRIPTION	UNIT	BID AMOUNT	QUANTITY	PROJECT AMOUNT	
26.8	Labor rate for roofer	HR	\$80.43	32	\$ 2,573.76	
26.1	Tremco Mfg Roofing supplies Discount off Retail Price List	% off	13.30%	\$893.25	\$ 774.45	
					SUBTOTAL	\$ 3,348.21
25.24	Multiplier for roofs less than 5,000 square feet	%	25%		\$ 837.05	
					SUBTOTAL	\$ 4,185.26
S.46	State multiplier/Factor for Texas		0.90		\$ 3,766.73	
TOTAL PROJECT COST (ROOF B)					\$ 3,766.73	
ROOF C: REPAIRS						
SPEC NUMBER	WORK DESCRIPTION	UNIT	BID AMOUNT	QUANTITY	PROJECT AMOUNT	
25.19	Minor roof repair calls	DAY	\$721.55	35	\$ 25,254.25	
					SUBTOTAL	\$ 25,254.25
25.25	Multiplier for roofs less than 10,000 square feet	%	18%		\$ 4,545.77	
					SUBTOTAL	\$ 29,800.02
S.46	State multiplier/Factor for Texas		0.90		\$ 26,820.01	
TOTAL PROJECT COST (ROOF C)					\$ 26,820.01	



Weatherproofing Technologies, Inc.
3735 Green Road • Beachwood, Ohio 44122 • 216-292-5000

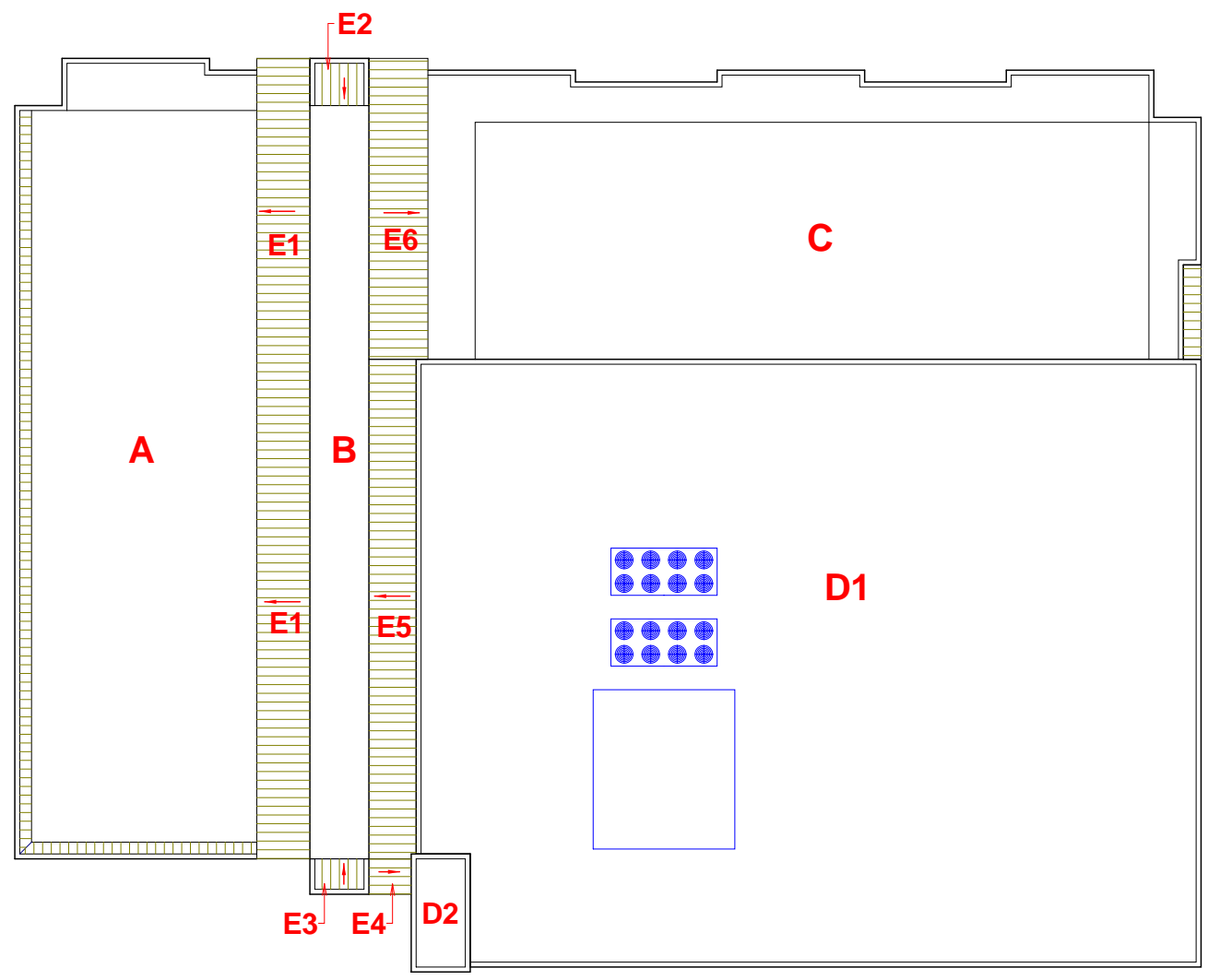
TREMCO LINE ITEM PRICING		TCPN CONTRACT #: R4812				
COUNTY OF HIDALGO, TEXAS						
ADMINISTRATION BUILDING						
PROPOSAL #: 5019585						
12/5/2011 [Rev. 08-20-12]						
ROOF D: REPAIRS						
SPEC NUMBER	WORK DESCRIPTION	UNIT	BID AMOUNT	QUANTITY	PROJECT AMOUNT	
25.19	Minor roof repair calls	DAY	\$721.55	44	\$ 31,748.20	
					SUBTOTAL	\$ 31,748.20
25.27	Multiplier for roofs less than 20,000 square feet	%	15%		\$ 4,762.23	
					SUBTOTAL	\$ 36,510.43
S.46	State multiplier/Factor for Texas		0.90		\$ 32,859.39	
TOTAL PROJECT COST (ROOF D)					\$ 32,859.39	
ROOF E: REPAIRS						
SPEC NUMBER	WORK DESCRIPTION	UNIT	BID AMOUNT	QUANTITY	PROJECT AMOUNT	
25.19	Minor roof repair calls	DAY	\$721.55	12	\$ 8,658.60	
					SUBTOTAL	\$ 8,658.60
25.24	Multiplier for roofs less than 5,000 square feet	%	25%		\$ 2,164.65	
					SUBTOTAL	\$ 10,823.25
S.46	State multiplier/Factor for Texas		0.90		\$ 9,740.93	
TOTAL PROJECT COST (ROOF E)					\$ 9,740.93	
MAINTENANCE AGREEMENT: ROOFS A - E						
SPEC NUMBER	WORK DESCRIPTION	UNIT	BID AMOUNT	QUANTITY	PROJECT AMOUNT	
25.17	Annual or semi-annual roof housekeeping-Per Location					
25.17.2	Cost per Sq.ft. per year per location if greater than 20,000 sq.ft.	SF	\$0.10	153,500	\$ 15,350.00	
					SUBTOTAL	\$ 15,350.00
S.46	State multiplier/Factor for Texas		0.90		\$ 13,815.00	
					SUBTOTAL	\$ 13,815.00
MARKET ADJUSTMENT FOR ROOF COUNT/SQ.FT.					\$ (4,314.55)	
TOTAL PROJECT COST (MAINTENANCE AGREEMENT)					\$ 9,500.45	

A B C D E F G H I J K L M N O P Q R S

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APPROXIMATE
ROOF AREA

- A 5,500 S.F. (2-story)
- B 1,200 S.F. (3-story)
- C 6,300 S.F. (2-story)
- D 13,800 S.F. (5-story)
- E 3,900 S.F. (sloped)



OLD ADMINISTRATION BUILDING
100 E. CANO
EDINBURG, TEXAS



COUNTY OF HIDALGO
2802 S. BUSINESS 281
EDINBURG, TEXAS 78539

DATE: DECEMBER 5, 2011
SCALE 1" = 30'

DRAWN BY: SWL