



Submitted too: Dwayne Gossett, Williamson County
Billing Address: 3101 SE Inner Loop Rd, Georgetown, TX 78626
Job Name: Old WCCHD Building
Job Address: 303 S. Main Street, Georgetown, TX 78626
Phone: 254-654-1495
Email: dgosset@wilco.org
Start Date: TBD
Date of Proposal: Monday, July 20, 2020
*Proposal good for (60) days from day of proposal
Proposal: Roof Replacement

Scope of Work:	
1) Remove one layer of 3-tab composition shingles and one layer of felt underlayment.	
2) Inspect decking and fascia for any underlying damage and repair accordingly based on line items below	
3) Install new synthetic underlayment per manufactures specifications	
4) Install new 2 x 2 galvanized drip edge	
5) Install new roof pipe jack flashings	
6) Install new 3-tab composition shingles roof system per manufacturers specifications, owner to choose color	
7) Magnet sweep surrounding area and clean-up of any job-related debris	
8) Includes Montgomery Construction 2-year Workmanship Warranty and 25-year Manufactures warranty	
9) Includes General Liability, Workman's Comp and Commercial Auto Insurance	
10) This proposal includes all materials, labor and equipment to complete the project, except the following: Labor to disconnect and reconnect any mechanical, electrical or plumbing services.	
11) Wood deck replacement - \$5.00/sqft, Fascia board replacement \$5.00/ LF	
12) This proposal was prepared using the TIPS purchasing CO-OP Guidelines, Contract # 180702	
Terms: Balance to be invoiced upon completion.	Contract Amount: \$8,955.00

Proposal Submitted By: Phil Gustafson, Regional Manager Email: phil@roofstexas.com Direct: 512-560-4679, Office: 254-655-1024 www.roofstexas.com
Please make payments payable to: **C.O. Montgomery Construction Services LLC.**
Please mail payments to: **PO BOX 552, Hewitt, Texas 76643**

Initials *PS*

{Terms & Conditions Continued}

ACCEPTANCE. All Proposals are subject to acceptance by C.O. Montgomery Construction Services LLC. Changes requested by Customer in writing or required here under, shall be paid by Customer in addition to the Proposal price. All of C.O. Montgomery Construction Services LLC, rights and remedies extend to changes. Unless otherwise agreed in writing all changes are at C.O. Montgomery Construction Services LLC, regular price. This Proposal does not include, unless expressly specified, any **asbestos** abatement, removal, encapsulation or any removal of **lead paint**. If 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. C.O. Montgomery Construction Services LLC, shall comply with all local requirements for building permits, inspections and zoning. *All surplus material remains C.O. Montgomery Construction Services LLC, property.* While the work is being performed, C.O. Montgomery Construction Services LLC, may use the Customer's utilities at no cost. If C.O. Montgomery Construction Services LLC, is unable to complete the work for any reason, it may assign its obligations here under to a contractor of its choice. All rights, remedies and privileges of C.O. Montgomery Construction Services LLC, here under inure to the benefit of and are enforceable by an assignee of the Proposal. Customer agrees to execute all other documents that C.O. Montgomery Construction Services LLC, may require to carry out the terms of this Proposal or to comply with all applicable laws. C.O. Montgomery Construction Services LLC, may make minor variations in work or substitute material of equal or better quality without consent of Customer.

C.O. Montgomery Construction Services LLC. will give building owner 24 hour written notice on any satellites, cables, data, IT, networking, antennas, boosters, dish, etc. that may 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. C.O. Montgomery Construction Services LLC. will not be responsible for ANY disruption (noise, loss of network, revenue, etc.) during the time of the performed work. Hours of work to be Monday through Friday 8-5 unless otherwise noted.

EXISTING BUILDING: C.O. Montgomery Construction Services LLC. 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 C.O. Montgomery Construction Services LLC. will not be held responsible for any of the unit's function. In cases of recovering an existing roof, C.O. Montgomery Construction Services LLC. 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. C.O. Montgomery Construction Services LLC. 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. It is the tenants/owners responsibility during the event of the leak to protect their property from damages and to notify C.O. Montgomery Construction Services LLC. within 24 hours of time of leak. C.O. Montgomery Construction Services LLC. 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. Tenant/Owner must provide proper documentation (photographs of before & after, times/dates, video, etc.) of issue within 24 hours to C.O. Montgomery Construction Services LLC. to determine if C.O. Montgomery Construction Services LLC. was responsible for the issue. If all documentation is not turned in within 24 hours of notification C.O. Montgomery Construction Services LLC. will not be held liable for any issues or damages. C.O. Montgomery Construction Services LLC. 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 install of new roof. Unless otherwise PAID for by owner of the building, C.O. Montgomery Construction Services LLC. 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.

CANCELLATION AND DEFAULT. The material listed on the front or any approved Insurance Company description of work and materials is specially ordered and cannot be cancelled 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, C.O. Montgomery Construction Services LLC, has a right of possession and that the Customer will make available to C.O. Montgomery Construction Services LLC, 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 C.O. Montgomery Construction Services LLC, 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 C.O. Montgomery Construction Services LLC, 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 the is 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 C.O. Montgomery Construction Services LLC,

DATES OF PERFORMANCE. Approximate commencement and completion dates of the Proposal are estimates only and Montgomery Construction 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 Montgomery Construction shall not constitute abandonment and shall not be included in calculating time frames for payment or performance. Montgomery Construction 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. C.O. Montgomery Construction Services will not be held responsible to liquidated damages for any shortages caused by suppliers that may cause delay in project.

Supervision: unless otherwise noted, C.O. Montgomery Construction Services LLC. will have at its own discretion the supervision onsite.

JOINT AND SEVERAL AGREEMENTS. Customer agrees that upon acceptance of this Agreement by C.O. Montgomery Construction Services LLC, 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.

Page #2 Terms & Conditions Of Proposal

LIMITED WARRANTY. C.O. Montgomery Construction Services LLC, warrants material is of standard grade quality and will transfer to Customer all manufacturers' written guarantees upon request. C.O. Montgomery Construction Services LLC, warrants workmanship for (2) years after the date of substantial completion and will remedy substantial defects within a reasonable time after receipt of written notice from Customer within such two-year period. There are no other warranties expressed or implied and there is no implied warranty of merchant-ability or fitness for a purpose. This Warranty inures to the benefit and is enforceable only by the Customer and is to transferable or assignable. C.O. Montgomery Construction Services LLC, shall not be liable for any incidental or consequential damages. **No warranty of any type exists until all Work is paid in full.** The manufacturer does offer a limited warranty on the materials sold and all claims by the Customer for breach of warranty of any type must be brought directly against the manufacturer. Customer hereby waives all claims for breach of material warranty of any type against C.O. Montgomery Construction Services LLC. 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.

ENTIRE AGREEMENT. This Proposal contains the entire agreement between the Customer and C.O. Montgomery Construction Services LLC, and supersedes all other written and/or oral agreements. The laws of the State where the project is located shall govern any dispute of controversy between the Customer and C.O. Montgomery Construction Services LLC, as it pertains to this Proposal.

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.

Warranties:

C.O. Montgomery Construction Services LLC. Has the following workmanship warranty:

Workmanship Warranty Subject to the limitations set forth below, for a period of 24 months from the date of completion of the work described and specified on the original contract, C.O. Montgomery Construction Services LLC will make repairs to the installed scope of work per original contract.

Workmanship warranty exclusions:

- Any work not performed by C.O. Montgomery Construction Services LLC.
- 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 C.O. Montgomery Construction Services LLC.
- 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 C.O. Montgomery Construction Services LLC.
- Damages/leaks/defects/failures caused by termites, insects, rodents or other animals.
- It is customer/owners responsibilities to protect all assets during the event of a leak and notify C.O. Montgomery Construction Services LLC within 24 hrs of noticed leak.
- In the event the leak is not caused by the workmanship of C.O. Montgomery Construction Services LLC the owner agrees to pay C.O. Montgomery Construction Services LLC for their time to diagnose and or repair the leak.
- C.O. Montgomery Construction Services LLC. Will not be liable for any damages caused by leaks during a documented rain event if not reported in writing within 12 hours.

*This limited warranty is the only expressed workmanship warranty made by C.O. Montgomery Construction Services LLC and is in lieu of all other warranties, expressed or implied. This warranty covers only those services provided by C.O. Montgomery Construction Services LLC to the original purchased named on the contract. In no event shall C.O. Montgomery Construction Services LLC be liable for incidental or consequential damages. This warranty may not be altered or extended for any purposes unless done so in writing in a document executed by all parties to this contract.

Return Policy: NO RETURNS on ordered and or fabricated materials. If job is cancelled during the ordering process C.O. Montgomery Construction Services LLC will work with owner and identify what and what can not be returned. Owner agrees to pay C.O. Montgomery Construction Services LLC for any ordered and or fabricated material that are not returnable.

Initials



Page #3 Terms & Conditions Of Proposal

- **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
- **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The Customer will only be liable for its pro rata share of services rendered and goods actually received.
- **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; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. 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 in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- **Right to Audit:** Montgomery Construction agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Montgomery Construction which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Montgomery Construction agrees that Customer shall have access during normal working hours to all necessary Montgomery Construction facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Montgomery Construction reasonable advance notice of intended audits.

IN WITNESS WHEREOF, County and Service Provider have duly executed this SLA Agreement to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

C.O. Montgomery Construction Services LLC

By:  _____

Printed Name: **Phil Gustafson** _____

Representative Capacity: **Regional Sales Mgr** _____

Date: **July** **20th**, 2020