



The Roof Co. Waco LLC

3605 Franklin Ave • Waco, TX 76710-7327 • Phone: 254-651-1776 • Fax: 254-651-1876

Williamson County - Tommy Crockett

3101 SE Inner Loop
Georgetown, TX 78626Job Address:
401 6th St
Georgetown, TX 78626

Print Date: 4-1-2022

Proposal for Wilco Bob Phillips Historic Bldg. - Remodel (TIPS #6929)

Estimate is based on market conditions of March 2022 and is valid for (15) days

-Price is based on having unrestricted access to work area

-Price is based on (1) mobilization & (1) demobilization *additional compensation may be requested should additional mobilizations or stand by time be required

Items	Price
Commercial - General Contracting	
Basement Drywall Demo - Labor	\$2,502.50
Labor & Disposal To: -perform select demo of drywall and non-structural framing in basement areas (approximately 350 sq ft) & haul off	
Fascia & Soffit - Material & Labor	\$8,968.05
Material & Labor To: -remove & replace all fascia & soffit with new like kind materials -seal & prime fascia & soffit	
Window Trim/Siding - Material & Labor	\$8,244.60
Material & Labor To: -remove & replace window trim & siding as needed -seal & prime trim & siding	
Painting - Material & Labor	\$7,475.00
Material & Labor To: -paint all new & existing fascia/soffit, trim & siding	
General Conditions - Exterior Repairs	\$8,647.54
Provide: -commercial general liability -commercial workmans comp -commercial auto -project management -site safety	
Equipment	\$4,875.00
Equipment To: -perform exterior repairs	
Commercial - Roofing	
Single Ply Warrant	\$2,275.00
Warranty: -provide manufacturer material & labor warranty on single ply flat roof	
Single Ply Roof - Labor	\$3,900.00
Labor To: -install new 1/2" recover board -install new single ply membrane & accessories -terminate perimeter edge per manufacturer standard details	

-flash all penetrations per manufacturer standard details	
Single Ply Roof - Material Material To: -install new 1/2" recover board -install new single ply membrane & accessories -terminate perimeter edge per manufacturer standard details -flash all penetrations per manufacturer standard details	\$12,413.70
Glass Demo/Enclosure - Labor Labor To: -demo existing glass structure & haul off -install new wood framing structure to enclose area -install sheathing at new framing structure	\$2,340.00
Glass Demo/Enclosure - Material Material To: -demo existing glass structure & haul off -install new wood framing structure to enclose area -install sheathing at new framing structure	\$2,535.00
Metal Shingle Gutters & Downspouts - Labor Labor To: -install new pre-finished seamless gutters & downspouts	\$1,183.00
Metal Shingle Gutters & Downspouts - Materials Material To: -install new pre-finished seamless gutters & downspouts	\$1,352.00
Sheetmetal Work - Labor Labor To: -install new sheetmetal coping cap at parapet wall of flat roof -install new sheetmetal collector heads & downspouts -install new roof to wall transition flashing	\$1,950.00
Sheetmetal Work - Material Material To: -install new sheetmetal coping cap at parapet wall of flat roof -install new sheetmetal collector heads & downspouts -install new roof to wall transition flashing	\$3,878.81
Metal Shingle Roof - Labor Labor To: -remove existing metal shingle roof, underlayment, flashing's and haul off -eliminate chimney stack -install new proper galvanized flashing's -install new high temp underlayment -install new WF Norman galvanized stamped shingles -flash all penetrations per manufacturer standard details	\$14,430.00
Metal Shingle Roof - Materials Material To: -remove existing metal shingle roof, underlayment, flashing's and haul off -eliminate chimney stack -install new proper galvanized flashing's -install new high temp underlayment -install new WF Norman galvanized stamped shingles -flash all penetrations per manufacturer standard details	\$43,725.50
Equipment - Roofing Equipment To: -perform roof & sheetmetal work	\$3,250.00
General Conditions - Roofing Provide: -commercial general liability -commercial workmans comp -commercial auto	\$9,375.00

Commercial - General Contracting	
-project management -site safety	
Commercial - General Contracting	
P&P Bond	\$3,679.30
Provide a performance & payment bond	

Total Price: \$147,000.00**Exclusions:**

- 1 The contractor will furnish 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 in order for the contractor to perform the work described in this proposal. The contractor will 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 charge.
- 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 and 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.
- 11 If the work is to be performed on any residential property, or is for any personal, household or family use, credit will not be extended. The contractor, at its election will be entitled to payment if full either before the work begins or immediately upon its completion.
- 12 If the work is to be performed on commercial property, progress payments may be permitted if a credit application is submitted to and approved by the contractor prior to the beginning of the work. The contractor will not perform any work hereunder if credit is not approved.
- 13 All process payments which are to be made to the contractor will payable on the 10th day of the calendar month following each month that work is performed. Any progress or other payments which are not made when due shall bear interest at the rate of 18% per annum.
- 14 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.
- 16 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.
- 17 This proposal will remain in effect for a period of 15 days from the date shown. If it is not accepted within the period by a person who is authorized to do so, and returned to the contractor, this proposal will lapse without further actions on the part of the contractor.
- 18 Not responsible for cracking or vegetation growth, or water puddling.
- 19 Excludes rock excavation, if required.
- 20 Excludes back filling CMU block wall.
- 21 Excludes SWP3 plan and erosion control, if required.
- 22 Excludes soil and compaction testing by contractor or third party, if required.
- 23 Excludes permit, engineering or surveys if required.
- 24 Excludes any warranty of any type or future maintenance of any kind.
- 25 Excludes digging out existing piers completely.
- 26 Excludes excavation of existing sub grade and bringing in materials for backfill, if required.
- 27 Excludes repair or replacement of any existing structural framing/blocking, decking or substrates.
- 28 Excludes hazardous material testing or abatement.
- 29 Excludes any unforeseen work not stated in scope of work above.
- 30 Excludes any interior finish out, MEP related work, masonry work, masonry or elevation flashing's, window replacement, exterior waterproofing.
- 31 Landscape or sprinkler protection, repairs, replacement *owner responsible for locating and flagging sprinklers.

Payment Terms - progress payments**TERMS AND CONDITIONS**

- **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. 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.

Contractor shall comply with all local requirements for building permits, inspections and zoning. 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.

- Contractor 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 service.

- Contractor 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: 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

Tenant/Owner Initial: _____

- Your Proposal 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

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 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 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 (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 This remedy is Customer's exclusive remedy for any workmanship warranty claim

- 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, nor shall Contractor's Liability for any direct damages exceed the total amount paid to Contractor for it's work hereunder

- 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 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 Waco, Texas (McLennan County), and Customer agrees to the exclusive jurisdiction of the courts sitting in such County

- DEDUCTIBLES 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

- 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

- LIEN: To secure payment for the material and labor furnished, Contractor shall be deemed granted a mechanics', artisans', and/or materialman's lien on the subject property and/or improvements to the extent provided under applicable law Provided all requisite notices are timely given, all necessary affidavits are timely filed, and Contractor otherwise complies with all applicable provisions of applicable law, Contractor shall have all rights to and to enforce such lien as provided by any applicable law

- ADDITIONAL WARRANTY TERMS AND RETURN POLICY:
(1) year workmanship warranty & standard manufacturer warranty on materials

- 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

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

Signature: _____

Date: _____

Print Name: _____