

18,065



January 12, 2023

Hunt County Maintenance Office  
Attn: Chris Kilmer  
2507 Lee Street  
Greenville, TX 75403

FILED FOR RECORD  
at 1:30 o'clock P M

MAR 28 2023

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By

Re: Hunt County Criminal Justice, 2801 Stuart Street, Greenville, TX 75401



We appreciate the opportunity to provide a proposal for the proposed work. J Reynolds is committed to providing a superior level of quality and service to our customers. We take great pride in our work and expect only the highest standards from our qualified team members during all phases the work.

**BACKGROUND**

J Reynolds is a national, full service commercial waterproofing and roofing company that specializes in preventative maintenance, renovation and restoration programs for commercial buildings, medical facilities, and multifamily assets. We understand the challenges and project requirements when working in close proximity to and outside occupied buildings that demand the upmost professionalism from our field team members. Our project focus is centered on providing quality work, exceeding professional standards of care and minimizing business disruption.

## PROPOSED SCOPE OF WORK

- Remove the existing caulking at 10 control joints 10' each, 18 control joints 8' each, 15 control joints 3' each, 5 control joints 2' each, 24 control joints 18", and 20 control joints 4" each. Insert new backer rod at half of the width and apply new urethane caulking to seal the control joints.
- Clean 2,111' metal flashing joints and apply 838 Supreme Flashing Grade to seal the metal joints.
- Cut at 17 lead pipes and clean 620 curb corners, 18 pitch pans, and 12 vent rings. Apply new 838 Supreme Flashing Grade with polyester membrane to seal all pipes, curb corners, vent rings and pitch pans.
- Cut open 1 water blister and torch back and torch new modified over.
- Cut 2 areas of loose modified, torch back down and torch new modified over.
- Seal 1 pipe in the wall.
- This includes the lower roof and upper roof. The control joints are on the outside edge of the parapet wall down to the roof.
- One year contractor workmanship warranty.





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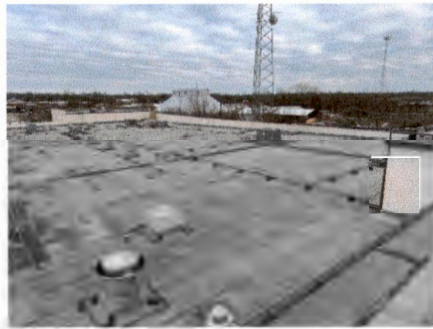
A TECTA AMERICA COMPANY, LLC  
Commercial Roofing & Waterproofing





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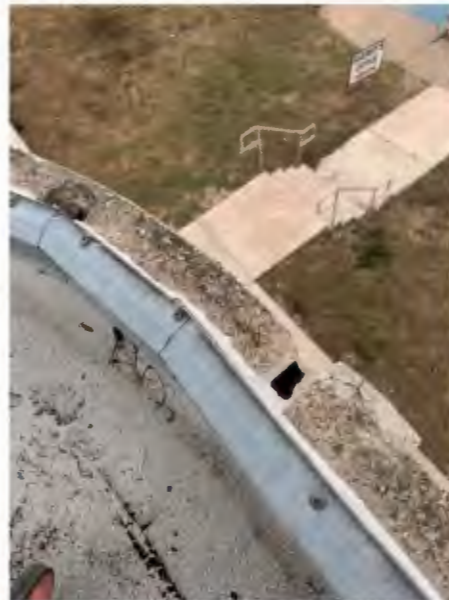
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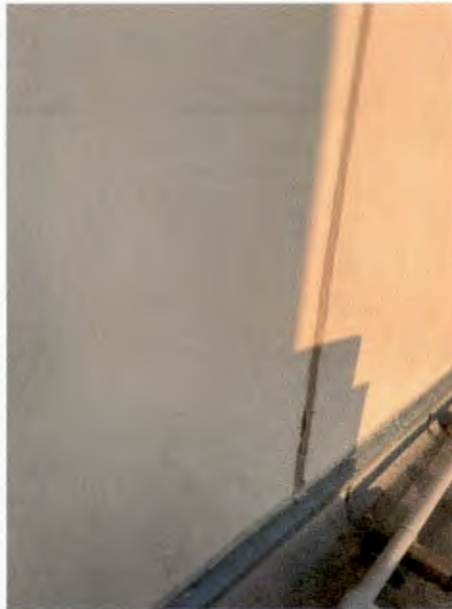
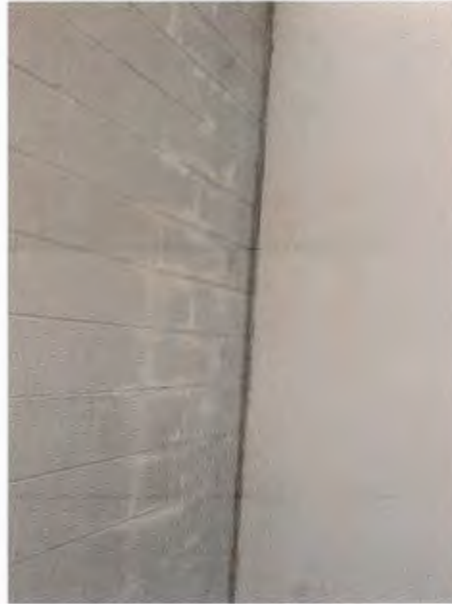
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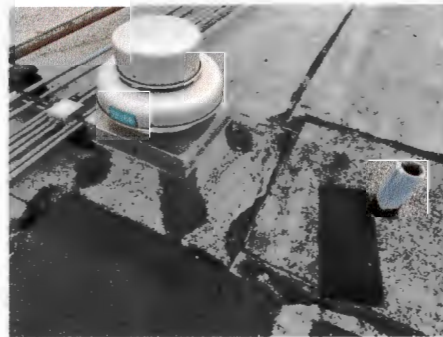


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**Pricing includes labor, materials, mobilization, and general conditions.**

**Base Bid Scope of Work Includes Sales Tax..... \$ 61,091.00**

**Breakdown:**

**Labor        \$43,200.00 (\$180 per hour for a 2 man crew = 240 hours)**  
**Material     \$17,891.00**



**PAYMENT SCHEDULE:**

- Progress payments billed monthly will be due within thirty days of billing. Balances over 30 days old are subject to 1.5% interest per month.
- **Equitable Adjustments due to Price Escalation:** In the event of a significant delay or price increase of material, freight, or equipment occurring after acceptance of Proposal, Contract, or Work Order during the performance of the agreement through no fault of the Contractor, the Contract Sum, time of completion or contract requirements shall be equably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, freight, or equipment will be considered significant when the price of an item increases between the date of this Proposal, Contract, or Work Order and the date of its delivery and/or installation. Equitable Adjustment Change Order requests shall accompany applicable supplier quotations obtained prior to acceptance of Proposal, Contract, or Work Order, along with supporting documentation such as invoices, bills of lading, etc. received at time of delivery or installation. Any Requests for Change Order under this provision shall be for actual material, freight, or equipment cost increases realized upon delivery, along with applicable tax.
- This proposal shall be made part of any contract covering this work. If the owner requests J Reynolds to sign its own form of contract, this proposal will be deemed to be part of that contract and will supersede any other conflicting terms of that contract, unless this proposal or any paragraph or part is expressly excluded by all parties.
- Proposal is valid for 30-days.

**Submitted:**

*Christy Ziegenhagen*

Christy Ziegenhagen

**Customer:**

Accepted by:

*Bobby W. Stovall*

Title:

*County Judge*

Dated:

*March 28, 2023*





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## SERVICE WORK ORDER TERMS AND CONDITIONS

1. These terms and conditions relate to the services being performed as described herein. If this work is being performed in accordance with a Master Agreement, then the terms and conditions of the master agreement will take precedence.
2. **Nature of Work.** The Tecta operating unit ("Tecta") shall furnish the labor and material to perform the work described herein. Tecta does not provide engineering, consulting or architectural services. Tecta is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.
3. **Commencement of Work.** Customer warrants that the structures on which Tecta is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations. Tecta's prosecution of the work indicates only that the surface of the deck appears satisfactory to Tecta to attach roofing materials.
4. **Availability of Site.** Tecta shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof.
5. **Asbestos and Toxic Materials.** This Work is based on Tecta not coming into contact with asbestos-containing or toxic materials. Tecta shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Tecta from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.
6. **Price Volatility.** Asphalt, steel products, isocyanate, and other roofing products, including cost of delivery are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is an increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost, contractor will provide written documentation and advance notice to Customer
7. **Payment.** Unless stated otherwise on the face of this Work Order, Customer shall pay the invoiced amount within ten (10) days of receipt of the invoice. If completion of the Work extends beyond one month, Customer shall make monthly progress in accordance with the billed invoices. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Tecta shall be entitled to recover from Customer costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due.
8. **Back charges.** No back charges or claims for payment of services or materials and equipment furnished by Customer to Tecta shall be valid unless previously authorized in writing by Tecta and unless written notice is given to Tecta within five (5) days of the event, act, or omission which is the basis of the back charge.
9. **Insurance.** Tecta shall carry worker's compensation, and commercial general liability insurance. Tecta will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage's upon request. Moneys owed to Tecta shall not be withheld by reason of any damage or claim against Tecta covered by liability or property damage insurance maintained by Tecta.
10. **Interior Protection.** Customer acknowledges that roof work on an existing building may cause disturbance, dust or debris to fall into the interior. It is the customer's responsibility to remove or protect property directly below the roof in order to minimize potential interior damage. Customer agrees to hold Tecta harmless from claims of tenants who were not so notified and did not provide protection.
11. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products may be released and noise will be generated as part of the roofing operations to be performed by Tecta. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tecta harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
12. **Warranty.** Tecta's work will be warranted by Tecta in accordance with its standard warranty, no other portions of the roof is warranted with the exception of those roofs still under a manufacturer's warranty. Tecta shall only be liable for work it has been specifically asked to perform. Tecta is not liable for the entire roof. Tecta is not guaranteeing any other areas of the roof beyond those it specifically repaired. Tecta is not responsible for any work performed by anyone or any company other than Tecta.
13. **Existing Conditions.** Tecta is not responsible for leakage due to the existing conditions of the roof or other portions of the building that have not yet been repaired by Tecta. While every attempt has been made by Tecta to resolve the leak condition, the roof may be experiencing numerous leak conditions and Tecta may be required to return to the roof to resolve these unforeseen conditions. Customers shall hold Tecta harmless for these unforeseen additional leak conditions. Tecta's warranty and liability only extends to the work performed by Tecta.
14. **Mold.** Tecta is committed to acting promptly so that roof leaks are not a source of potential interior mold growth. The Customer is responsible for monitoring any leak areas and for indoor air quality. Tecta is not responsible for indoor air quality. Customer shall hold harmless and indemnify Tecta from claims due to indoor air quality and resulting from water intrusion into the building. Customer agrees to indemnify and hold harmless Tecta from claims brought by tenants and third parties arising from mold growth.
15. **Indemnification.** To the fullest extent permitted by law, Tecta shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta's negligent work under this Work Order provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta or anyone for whose work Tecta is responsible under this contract. **IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.**

