



STANDARD AGREEMENT

(version 5-1-2020)

This AGREEMENT (“Agreement”) is entered by and between **Liqui-Pro Industries, Inc.** (“Contractor”), located at **P.O. Box 550, Texas City, Texas 77592** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **roof replacement for City Hall Annex, Fire Station #3, Fire Station #4, Civic Center and Rec Center (RFP #20-FAC-005)**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **date of contract execution** and shall expire on **December 1, 2020**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$268,000.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor **is** required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000.

unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the “Parties”) agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor’s delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City’s confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor’s possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.
9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City,

Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. Contractor shall provide a fifteen (15) year materials warranty from Versico Roofing System beginning on the date of total completion of each building project listed in Exhibit A. Contractor shall provide a two-year warranty on any workmanship issues beginning on the date of total completion of each building project listed in Exhibit A. In the event of workmanship issues, the City shall notify Contractor in writing of any leak, defect or deficiency, which is discovered by the owner as soon as possible. If the leak, defect failure or deficiency is covered by the warranty, Contractor shall have the right to immediately inspect and repair the problem. If Contractor fails to repair any issues covered by this Workmanship warranty, the City shall have the option to have the repairs made and charge the costs of the repairs to Contractor. Payment per the terms of this Agreement shall constitute the sole consideration for the warranties described in this section. The warranties described in this section shall survive the termination of this Agreement.

10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.

15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.

25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

(signature block on next page)

Executed on _____. *(date to be filled in by City Secretary)*

LIQUI-PRO INDUSTRIES, INC. - “Contractor”

John Austin, President

CITY OF LEAGUE CITY – “City”

John Baumgartner, ICMA-CM, P.E., City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule

(There are **15** pages for Exhibit A, including this page)

See Next Pages



RFP #20-FAC-005 Roof Replacement Projects
Final Proposal Cost Sheet

DUE DATE: Friday, July 31, 2020 by 11:00 a.m.

Firm/Company Name: LIQUI-PRO INDUSTRIES, INC.

Line Item	Description	Timeline	Total Number of crews on Project	Unit	Price
1	City Hall Annex 500 West Walker St	15 WORK DAYS	8 TO 10 PEOPLE	1.0	\$ 118,427.38
2	Fire Station #3 3575 FM 518 Road East	5 WORK DAYS	6 TO 8 PEOPLE	1.0	\$ 41,739.50
3	Fire Station #4 175 West Bay Area Boulevard	5 WORK DAYS	6 TO 8 PEOPLE	1.0	\$ 35,885.29
4	Civic Center 400 West Walker St	6 WORK DAYS	6 TO 8 PEOPLE	1.0	\$ 46,326.48
5	Rec Center 450 West Walker St	5 WORK DAYS	6 TO 8 PEOPLE	1.0	\$ 35,616.20
	Discount: FOR ALL BUILDINGS			1.0	\$ 9,994.85
Total Project:		4 TO 5 WKS	15 PEOPLE	1.0	\$ 268,000.00

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal

UNIT PRICES AS REQUIRED

- 1) GUTTER AND DOWNSPOUTS \$17.50 PER LF.
- 2) WOOD NAILER INSTALL \$4.50 PER BRD FT.
- 3) METAL DECK REPLACEMENT \$15.00 PER SQ. FT.4)
- 4) LIGHTWEIGHT CONCRETE REPAIR \$8.50 PER BRD FT8 of 21

3. Background Information:

3.1 General

League City is a home-rule, incorporated city with a 2018 population of approximately 106,803. The city encompasses approximately 52 square miles and is in the Houston metropolitan area. The city lies in north Galveston County and southeast Harris County. League City is located approximately 26 miles southeast of downtown Houston and within 50 miles of Bush Intercontinental Airport. League City is experiencing rapid growth, adding approximately 3,000 residents a year. League City residents enjoy excellent schools, great parks, excellent public safety, recreational facilities, access to entertainment, and a unique heritage. The City is governed by a Council/Manager form of government and municipal services are provided by 584 full-time equivalents. The City Council is an elected body consisting of the Mayor and seven Council Members. The City Manager, John Baumgartner, is responsible for all functions of city government. The organization is divided into functional departments and divisions reporting to the City Manager, and two (2) Assistant City Managers. The City is a CDBG entitlement community that receives federal funding from the Department of Housing and Urban Development.

4. Scope of Work:

4.1 General

The City of League City is soliciting bids from qualified roofing contractors to replace existing roof(s) as indicated below. Existing roof(s) include PVC, BUR etc. This contract will encompass a coordinated effort between City Project Management Personnel, suppliers and other stakeholders involved in the project.

4.2 Scope

1. Remove existing roofing material down to a suitable substrate for new roof system installation.
2. Remove all abandoned curbs and penetrations and patch deck using like materials.
3. Install a 1.5-inch polyisocyanurate insulation mechanically attached using HPV plates and fasteners.
4. Install a new 60 mil Versico VersiWeld TPO roof system mechanically attached using HPVX plates and Fasteners or equivalent.
5. Remove all loose material and trash from roof surface before installation of new roof system begins.
6. Remove vertical roofing material at all parapet walls before installation of TPO on walls.
7. Include all TPO related flashings and accessories.
8. Install 24-gauge TPO-coated scuppers at all existing scupper locations.
9. Install new 22-gauge continuous cleat and 24-gauge prefinished coping at all existing coping locations
10. Install new 22-gauge continuous cleat and 24-gauge prefinished edge metal at all existing perimeter

edges. Install new treated wood nailers to match thickness of new ISO insulation board.

11. Replace all bellows-type expansion joints.
12. Replace all missing drain hardware and strainers.
13. Install elastomeric coating on all A/C ducts at a rate of (3) gallons per 100 sq. ft.
14. Provide an English-speaking supervisor on-site at all times.
15. Provide Windstorm inspections and certification to conform to state standards.
16. Provide a dumpster on jobsite.
17. Provide a portable restroom on jobsite.
18. Provide barricades around all material and supplies.
19. Provide a Two-Year workmanship Warranty.
20. Provide a Fifteen-Year Warranty from Versico Roofing System
21. Replace roof hatch with Aluminum Roof hatch at REC Center and Frontier Building, if the City selects these optional buildings.

4.3 Sites

Required

1. City Hall Annex – 500 West Walker

Alternates:

1. Fire Station #3 3575 – FM 518 Road East
2. Fire Station #4 – 175 N Bay Area Boulevard
3. Frontier Building (Future Public Works Building) – 1701 W League City Pkwy

4.5 Most Favorable Pricing

By submitting a response to this RFP, the contractor guarantees the City that the prices reflected in this proposal are no higher than those charged the contractor's most favored customer for the same or substantially similar service.



CITY OF LEAGUE CITY, TEXAS

ADDENDUM NO. One (1)

May 19, 2020

Bid Proposal For: RFP 20-FAC-005 Roof Replacement Projects

The following clarifications, amendments, deletions, additions, revision and/or modifications are made a part of the contract documents and change the original documents only in the manner and to the extent hereinafter stated and shall be incorporated in the contract documents.

Provisions of this addendum shall take precedence over requirements of the original contract documents and all **BIDDERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THE SUBMISSION OF THEIR BID.**

Addendum as follows:

1. Change in RFP sites, section 4.3. The two buildings are being added to the alternates list. Updated cost proposal sheet is attached on page two.

Alternates:


1. Civic Center – 400 West Walker St
2. Rec Center – 450 West Walker St

If you have any questions, please contact Purchasing Department at purchasing@leaguecitytx.gov.

NOTE: ALL PAGES OF ADDENDA MUST BE SIGNED AND SUBMITTED WITH YOUR BID DOCUMENTS.

DocuSigned by:

Elizabeth Lopresti
Purchasing Manager



Signature of Proposer

6/9/2020

Date



CITY OF LEAGUE CITY, TEXAS

ADDENDUM NO. TWO (2)

May 27, 2020

Bid Proposal For: RFP #20-FAC-005 Roof Replacement Projects

The following clarifications, amendments, deletions, additions, revision and/or modifications are made a part of the contract documents and change the original documents only in the manner and to the extent hereinafter stated and shall be incorporated in the contract documents.

Provisions of this addendum shall take precedence over requirements of the original contract documents and all **BIDDERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THE SUBMISSION OF THEIR BID.**

Addendum as follows:


A pre-bid site visit will be held on Friday, May 29, 2020 from 8:00 a.m. to 10:00 a.m. Starting at 500 W. Walker, League City, TX 77573.

If you have any questions, please contact Purchasing Department at purchasing@leaguecitytx.gov.

NOTE: ALL PAGES OF ADDENDA MUST BE SIGNED AND SUBMITTED WITH YOUR BID DOCUMENTS.

DocuSigned by:

ECB8E9335ED04D4...
Elizabeth Lopresti
Purchasing Manager



Signature of Proposer

6/9/2020

Date



CITY OF LEAGUE CITY, TEXAS

ADDENDUM NO. Three (3)

June 4, 2020

Proposals for: RFP 20-FAC-006 Roof Replacement Projects

The following clarifications, amendments, deletions, additions, revision and/or modifications are made a part of the contract documents and change the original documents only in the manner and to the extent hereinafter stated and shall be incorporated in the contract documents.

Provisions of this addendum shall take precedence over requirements of the original contract documents and all **PROPOSERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THEIR SUBMISSION.**

Addendum as follows:

Below are questions that were received, and the answers to these questions are in blue.

1. The specified insulation for this project does not meet "2015 International Energy Conservation Code (IECC) for Commercial Scope and Envelope Requirements," mandated by the US Department of Energy, and adopted by the State of Texas. When roofs are torn off, insulation above the roof deck must meet a minimum R-value of 25, which equates to a total of 4.4 inches of polyisocyanurate insulation (polyiso). However, this minimum R-value is not required when retrofitting a new roof over existing roof. Based on Texas law, a roofing contractor can not legally provide you a tear off and replacement with only 1.5" of polyiso insulation. Please advise if the City wants a tear-off and replacement or a retro-fit roof system?

COLC-Retro-fit system: power vac loose gravel and mechanically attached 1.5 iso through metal deck.

2. Specifications call for the roofing manufacture of the TPO roof system to be Versico, can other manufacturers such as GAF, Firestone or Johns Manville with equivalent scope of work and specifications be approved as well?

You can submit as an alternant, but you must supply a letter of certification from Versico.

3. Has a core test been conducted on the roof replacement projects?

Core test is responsibility of roofing contractor to determine proper fastener lengths required.

4. At the Frontier Building there are three (3) lower entrance way canopy roofs, are they included in the bid package?

Yes, they are included in the bid package

5. At the Frontier Building are the parapet wall metal panels to remain or to be replace?

Metal panels need to be removed and the roof system needs to go up the wall and terminate under the new cleat and coping.

6. At the City Hall Annex Building (500 W. Walker) are the skylights being replaced or are they to remain?

The skylights are not being replaced.

7. Will a bid bond or performance bond be required with proposal?

No bid bond or performance bond is required.

8. The specified amount of ISO insulation is 1.5 inches thick. Some municipalities require R25 or 4.2 inches of ISO insulation when removing an existing roof system. Does the City have any energy requirements for the building envelope when replacing roof systems?

See question 1 as these roofs are a retrofit, however removal of the gravel is required

9. Will the City require installing new drains on all buildings?

Yes, retrofit drains will be required, and must provided by Versico.

10. Will the City require ES-1 certified edge metal and coping on all buildings?

Yes

11. Are gutters and downspouts included in the replacement?

No

12. Will the City require a certified applicator letter from Versico to be included in the bid package?

Yes

13. For the City Hall Annex Building (500 W. Walker St) will the roof hatch maybe need to be moved?

No, we will add a exterior ladder at another time.

14. For the walk pad does the City want a pathway or only on the service door of the HVAC units?

Pathway that is approved by the City and around all serviceable mechanical equipment.

15. Does the City want to keep the gravel? If so, what is the process and/or location for it?

We do not want to keep it

16. Which curbs has the City abandoned?

Not specific enough

17. For the Frontier (1701 W League City Pkwy) and Rec Center (450 W. Walker St) buildings do you want the safety poles and/or guard rails?

Around the roof hatch if we decide to replace a roof hatch – list as alternate.

18. Are the curb mounted HVAC units to be raised to meet code?

Not necessary, see question 1.

19. Can section 4.2, number 6 of "remove vertical roofing material at all parapet walls before installation of TPO" be clarified? Does this include areas of metal wall panels?

If it is not wood, concrete, or brick it needs to be removed. Basically, if it's old removing material it needs to be removed. Walls shall be fully adhered TPO wrapped over wall and Approved ES-1 edge system to match exterior face.

20. Is the City interested in any value engineering to try to get cost down?

As an alternate

21. On the Frontier building (1701 W League City Pkwy), is the intention of the specification to remove the metal wall panels and run the TOP up and over the wall with coping? Or have the metal wall panels remained in place and install counter flashing at the bottom of the wall?

See question 5

22. Is the intention of the specification on all buildings to remove entire roof system to lightweight or metal deck? Or just remove the gravel surfacing before installation of the new roof system?

Just remove the gravel surface and any wet or unsuitable roofing

23. Will all buildings require an R-value or R-30? ISO will not meet the R-value of R-30.

Specifications call for 1 ½" ISO

24. For all buildings does the City know how many existing layers of roofing materials exist? What are those layers above the metal substrate deck?

Existing condition is the responsibility of the contractors

25. For all buildings does the City want the rusted sheet metal curb mounted cap under the kitchen exhaust vents replaced or can the vendor re-use the existing caps?

Any rusted flashing or caps need to be replaced

26. Does the City require a tapered system designed to ensure proper slopes, required to existing drains? In some cases, ISO must be 5" or greater to achieve the slope?

Proper drainage to the drains needs to be insured. Although roof is a recover, crickets and saddles may be necessary on some areas, excessive ponding will not be acceptable.

27. On the Frontier building (1701 W League City Pkwy) the wall caps on the upper and middle roof covering the corrugated metal seem to be in good condition and replacement is not recommended. Rather some proper pressure washing, cleaning and repainting would be more affordable. Does the City want to make it mandatory to replace all parapet wall caps on all perimeter parapet walls or can we reuse existing material pertaining to the wall caps and corrugated metals on the walls?

Replace coping caps with 24-gauge prefinished color (to be chosen by owner) and 22 gauge continuous cleat.

28. Does the City require additional textured TPO walkways to be installed to all HVAC and mechanical equipment form roof access point?

See question 14

29. Does the City want to remove all unused curb and metal cap beams not being used in the center of roof areas and re-decked with new substrate?

This is acceptable

30. Does the City want to dispose of small condensing units and disconnect them?

Yes, the city will handle this.

31. Does the City require the Emergency access panel to be relocated?

Not at this time.

32. Does the City want to install missing gutters at the Eaves? Such as like Fire Station #4 (175 N Bay Area Blvd) has in place now?

As an alternate

33. Please clarify to what extent is a contractor to remove existing roofing material down to suitable substrate for new roof system. Are we to remove the existing roof down to existing metal deck/lightweight concrete?

See question 1

34. If the manufacturer will provide a twenty (20) year NDL warranty to sweep gravel and overlay existing BUR roof system with new ISO and TPO. Will this be an option?

See question 1.

35. At the Civic Center (400 W. Walker St) there is an existing singly ply roof system on a portion of the building. Is that to be included in the scope of work?

No

36. At the Rec Center (450 W. Walker St), 1 BUR and 1 single ply, included in the scope of work?

The Rec center is only BUR

37. Is the contractor required to replace all sheet metal hoods?

No

38. Will the contractor be responsible for raising mechanical line?

Yes

39. Will the contractor be responsible for raising RTU and extending ductwork as necessary for proper flashing termination height?

Not necessary, but see question 1

40. If the contractor is responsible for raising RTU will new fabricated curbs be required? Or will wood blocking be acceptable to raise curb?

Not necessary, but see question 1

41. Will any waterproofing be required at existing skylights? If so please clarify the extent of waterproofing.

Yes, reglazing and sealing as needed to create a watertight solution.

42. Please clarify how we are to properly flash the metal wall panels at standing seam cone at City Hall Annex? Will contractor be required to remove and re-install metal wall panels?

Utilize acceptable Versico detail

43. At the Civic Center is the SBS pan flashing just above the standing seam mansard at the perimeter walls to be included in scope of work? Please clarify if this area is to be flashed with Sheetmetal or TPO membrane.

This question is not clear to the city.

44. Are we to include replacing shingle mansards on both REC Center buildings?

As an alternate – However there is only one Rec Center building – The pool house is not included in this bid, which is directly south of the Rec Center

45. Does the contractor need to remove the gravel or does the contractor need to spud to the smooth surface?

Removal the gravel, see question 1

46. On the scope of work section 4.3 for sites there are only four locations listed. After identifying the sites listed, I have found the two that are not listed can you please provide the addresses?

You can refer to addendum one (1) that was issued on May 19, 2020 adding the additional two sites and their addresses.

47. Are there any building blueprints or specifications that can be generated to contractors for bid accuracy?

Contractor responsible for all measurements

48. There were details in the middle of site visit for inspections that were not listed on the scope of work, such as which areas to roof and not to roof. Can the City please clarify those details?

Need more details from contractor – We are not aware of any area that will not be re-roofed.

49. Who is the architect or engineer of record on this project? Please forward their contact information.

No other contacts can be given as all contact until the bid is awarded is to be through the purchasing department.

50. Is there a designated set-up area for dumpster location? Or can the contractor set-up where is most convenient for them?

TBD by customer, however contractor MUST use the city authorized trash company and/or roll off company

51. Is the existing roof and flashing to be completely removed or is the new roof system to be installed over the existing roof system?

See question 1

52. Fire stations #3 and #4 have metal roof areas with rusted gutters. Are they metal roofs and gutters to be replaced? If so can a scope of work and detail drawing be provided?

No

53. Is there a specific elastomeric coating for the A/C ducts?

Pending submittal process to be approved by the City of League City Building Department.

If so, please provide the specifications.

Must be commercial grade acrylic or SEBS elastomeric with polyester fabric. Karnak 505 WB, 502 Seam Sealer or equal flashing grade elastomeric product.

54. Is there a specific brand and/or manufacture of roof hatch for the Rec Center and Frontier buildings? Please provide specifications.

Pending the submittal process to be approved by the City of League City Building Department **Babcock-Davis TDI approved Roof hatch or equal**

55. Does the City require safety rails on the new roof hatches?

Yes, only if the roof hatch is being replaced. Include an option to add safety rails to existing roof hatches.



RFP #20-FAC-005
Roof Replacement Projects

56. Will the sign in sheet for the site visit on 05/29/2020 be included on the next addendum?

The May 29, 2020 site visit sign-in sheet was posted on the RFP on the City's website. You can sign up on the City's Bid Posting page for notifications of when bids, addendums and updates are posted.

End of Addendum

If you have any questions, please contact Purchasing Department at purchasing@leaguecitytx.gov.

NOTE: ALL PAGES OF ADDENDA MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL.

A handwritten signature in blue ink that reads "Elizabeth Lopresti".

Elizabeth Lopresti
Purchasing Manager

A handwritten signature in blue ink, likely belonging to the proposer, written over a horizontal line.

Signature of Proposer

6/9/2020

Date



METHODOLOGY

Mobilization

Set a designated mobilization area for all tools, equipment and material.

Barricades will be installed around mobilization area. Dumpster and porta-can locations will be established. Access and egress points will be established (two per job site). All fall protection anchor systems and warning line systems will be installed as necessary before work commences. Engineers will be notified of the start date to ensure timely inspections. Material will be ordered prior to mobilization as to ensure arrival to job site at startup. A pre-construction meeting will be held to discuss appropriate strategy to complete project and answer any questions that the customer or crews may have.

Demolition/Gravel Removal

All debris and loose gravel will be removed from the roof surface before installation of the new roof system. This will ensure that no trash or loose gravel will be incorporated into the new roof system. All roofing removed will be deposited in a dumpster/dump trailer.

Roof System Installation

Emergency contact numbers for the supervisor, his immediate supervisor and the production manager will be distributed before the project begins. All material to be installed will be loaded onto the roof and spread out as to ensure not overloading the deck. Material will be wrapped and protected from the elements until installed. The pace of installation will be established in the first couple of days of production. Once an accurate pace is established a schedule will be created and given to all parties involved. Morning safety meetings will be held at the mobilization area with all employees signing for their attendance. Daily reports will be kept to track progress, personnel, visitors, incidents, weather and all other pertinent information. During production all personnel will be required to wear personal protective equipment (hardhat, gloves, etc.). Due to the heat of the day we will have a canopy on the roof with water available at all times. Care will be given to seal the roof every evening before exiting the roof. The roof and surrounding grounds will be policed during the day and at the end of the day before the crew leaves. All equipment will be secured for the evening.

Demobilization

The supervisor will call for the final inspection and notify the owners representative. After passing all inspections the roof will be cleared one final time. The dumpster will be picked up. The access and egress ladders will be removed. The mobilization area will be cleaned and all trailers and equipment will be removed.

