

**STANDARD GOVERNMENTAL CONTRACT AND PURCHASING RIDER  
FOR CONTRACTS WITH THE CITY OF PFLUGERVILLE, TEXAS**  
(Version 2024)

**1. Application.** This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract (Contract) (attached hereto) of Texas Traditions Roofing, LLC, (Vendor)(collectively, the “Parties”). The Contract involved in this Rider is described as follows:

***Title of Contract:*** *Pflugerville Police Department Roof*

**2. Payment Provisions.** The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to contractor presented by invoice to the city if necessary to conform the amount to the terms of the contract.

\_\_\_\_. When denoted as applicable, the City has identified that time is of the essence in the performance of this contract and the City will suffer financial loss if the contract is not completed within the times specified in the contract herein referenced, plus any extensions mutually agreed to by the Parties. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the contract is not completed on time. Accordingly, instead of requiring such proof, the Parties hereby agree that as liquidated damages for delay, but expressly acknowledged herein as not being a penalty, **Vendor shall pay City \_\_\_\_\_ (\$ \_\_\_\_\_) for each day that expires after the time specified in the contract for completion.**

**3. Multiyear Contracts.** If the City’s city council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

**4. Best Value Determination.** All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Bid price.
- b. Reputation of the bidder and of bidder’s goods and services.
- c. The quality of the bidder’s goods or services.
- d. The extent to which the goods or services meet the City’s needs.
- e. Bidder’s past relationship with the City. All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

**CITY OF PFLUGERVILLE, TEXAS  
STANDARD PURCHASING RIDER**

**5. Local Preference.** The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.

**6. No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

**7. Abandonment or Default.** A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

**8. Disclosure of Litigation.** Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

**9. Cancellation.** The City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

**10. Annual Vendor Performance Review.** The City reserves the right to review the vendor's performance at the end of each twelve month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

**11. Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the contractor will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. *Additionally, such offer shall indicate that the contractor has fully read and understood the terms and conditions for eligibility to contract with the City pursuant to*

CITY OF PFLUGERVILLE, TEXAS  
STANDARD PURCHASING RIDER

***Chapter 38 of the City's Ordinances and certifies they are in compliance with those local requirements.*** When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

**12. Compliance with all Codes, Permitting and Licensing Requirements.** The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

**13.** The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Contractor hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Contractor hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Contractor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Contractor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

**14. Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.. (Section 5, Article XI, Texas Constitution)

**15. Indemnity and Independent Contractor Status of Contractor.** Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement

CITY OF PFLUGERVILLE, TEXAS  
STANDARD PURCHASING RIDER

**and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.**

**16. Liens.** Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

**17. Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

**18. Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

**19. Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

**20. Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

**21. Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

**22. Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized,

**CITY OF PFLUGERVILLE, TEXAS  
STANDARD PURCHASING RIDER**

and provided to the City. The TEC Form 1295 may accompany the bid, or may be submitted separately, but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

**CITY OF PFLUGERVILLE, TEXAS**

**VENDOR**

By: \_\_\_\_\_

Fleet and Facilities Manager

Connor Guthrie

Title: CFO

Date: \_\_\_\_\_

Date: 7/31/25

**PRINT**

7/30/25

Dear Mark Shelnutt,

Texas Traditions Roofing is pleased to provide the following proposal, which demonstrates a roof system that meets, or exceeds, industry standards.



**Existing Roof: Approximately 5,900 sf**

The assembly from top down is as follows:

- Built-Up Roof
- 1/2" Coverboard
- 4.0" - 2.5" Tapered ISO
- Metal Deck

**Proposed Roof: Approximately 5,900 sf**

The assembly from top down is as follows:

- 60 mil Fleeceback TPO
- 1/2" HD Polyiso Insulation Coverboard
- Existing Membrane (Gravel Removed)
- 1/2" Coverboard
- 4.0" - 2.5" Tapered ISO
- Metal Deck

**With consistent and purposeful maintenance, the design of this roof is 25 to 30 years.**

## **The Project will proceed as follows.**

### **STAGING & PREPARATION:**

TTR proposes to stage its material and equipment adjacent to the building. The set-up area(s) will need to be dedicated to the roofing operation for the duration of the project. Pedestrian and vehicle traffic will need to be routed away from the set-up and material lay-down areas.

TTR has completed a visual inspection at the roof level and the interior of the facility. Although it is TTR's goal to minimize change orders, and unforeseen costs, commercial roof replacements contain unforeseen modifications that cannot be accounted for at the beginning of the project. Please see the contingency section for additional information and costs for common items.

The replacement process can have an impact on the interior of the facility. The impact will be noise and possibly debris.

### **INTERIOR PROTECTION:**

Interior protection is not included in TTR's quote. Dust and debris should be expected to fall into the workspace directly below the roof replacement. TTR recommends that any equipment, or product, that could be negatively affected by minor dust and debris be removed or protected. TTR is not responsible for disturbance, damage, clean-up, loss of use, or property in the interior of the facility resulting from the roof replacement.

### **MECHANICAL/ELECTRICAL/PLUMBING:**

To accommodate the installation of the new roof system and ensure its performance, the project may require the assistance of other trade contractors. Modification, disconnect, and reconnect to roof top mechanical, electrical and plumbing items may be required. TTR will work to coordinate completing the roof work scope with the appropriate trades. HVAC work that is necessary for the completion of the roofing project is the sole responsibility of the building owner.

Any roof top MEP items scheduled for removal should be completely disconnected from any duct work, electrical and plumbing lines. All items to be removed should be clearly marked with orange marking paint on the roof.



**CONDUIT:**

Proposal price is based upon there not being electrical conduit, or other material, embedded within the roof assembly or attached directly to the underside of the roof deck. TTR will not be responsible for repairs to conduit damage by roof fasteners.

Owner warrants there will be no live power lines on, or near, the roof servicing the building where TTR will be working and the owner will turn off any such power supplies to avoid an electrocution risk to TTR employees.

**WALKWAY:**

Walkway can be provided and installed at an additional unit rate of \$30.00 plf.

**PERMIT:**

The cost of the building permit is included in this proposal.

**WARRANTY:**

The roof system includes a twenty (20) year manufacturer's NDL warranty.

**CONTINGENCY:**

A contingency allowance of **5%** more than the contract amount is recommended. The contingency amount provides budget for items that are not identifiable until the demolition of the existing roof system is completed and will only be invoiced as required to repair deficient items with prior approval. Unit rates for common contingency items are as follows:

- Wood Blocking Replacement = \$4.00 plf.

**CLARIFICATIONS:**

This proposal is subject to approval by governing municipality, which dictate minimum R-value that must be provided for a roof system.

This proposal is not dependent upon criteria promulgated by Factory Mutual Global or wind uplift testing.

Supplementary trips due to delays caused by others may result in additional charges.



### INCLUSIONS:

- Remove existing rock and clean membrane for adhesion.
- 1/2" HD polyiso coverboard, adhered.
- 60-mil fleeceback TPO membrane, adhered.
- Parapet coping in 24-gauge prefinished standard color.
- Box gutters with box downspouts at existing locations.
- Remove and reset existing lightning protection.
- 20-year manufacturer NDL warranty.
- Bond(s).
- Dispose of all roof related trash in Texas Traditions Roofing supplied dumpster.
- Equipment to move materials onsite as needed.

### EXCLUSIONS:

- Any work related to electrical.
- Any work related to lightning protection.
- Walkway pads.
- Any additional insulation or R-Value.
- Roof curbs.
- Any work to stucco.
- Any metal flashings below roof line or specific to any other trade.
- Painting.
- Wood blocking or nailers.
- Roof access ladder.
- Roof access hatch.
- Sales tax.

### INVESTMENT AMOUNT (REPLACEMENT):

- Material: \$77,336.70
- Labor: \$28,062.00
- **Total Replacement Amount: \$105,389.70**

### INVESTMENT AMOUNT (REPAIRS):

- Material: \$2,450.00
- Labor: \$3,860.00
- **Total Replacement Amount: \$6,310.00**



Thank you for the opportunity, and please feel free to contact me if you have any questions!

Respectfully Submitted,

**Chelsea McCoy, Account Manager**

**(512) 639-2296**

**Chelsea@txtroofing.com**



## Terms and Conditions

These terms and conditions relate to the services being performed as described herein. Texas Traditions Roofing (TTR) shall furnish the labor and material to perform the work described herein. TTR does not provide engineering, consulting or architectural services. TTR is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.

**Work Description:** All work shall be completed in a workmanlike manner and shall meet or exceed all state and local building codes. TTR shall obtain all permits necessary for the work to be completed. TTR shall remove all construction debris and leave the project in a clean condition. Customer is responsible for grading, slope, moisture content, structural sufficiency of the roof deck and other trades, unless specified by TTR in this agreement.

**Payment:** TTR shall bill customer for materials delivered as they arrive on the work site. TTR shall bill customer on or by the last day of every month for work completed through the end of the month. Customer shall pay the invoiced amount within ten (10) days of receipt of the invoice. If completion of work extends beyond one month, Customer shall make monthly progress payments in accordance with the billed invoices. All invoices not paid when due shall earn interest of 1.5% per month. TTR 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. TTR reserves the right to file a lien on all jobs where payment is past due.

**Access:** TTR shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Customer agrees to provide TTR with access to electricity and other utilities as needed.

**Insurance:** TTR shall carry worker's compensation and general liability insurance. TTR will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages upon request. Moneys owed to TTR shall not be withheld by reason of damage or claim against TTR covered by liability or property damage insurance maintained by TTR. Customer and TTR waive all subrogation rights against each other and any of their subcontractors, agents and employees for damages to the extent covered by insurance.

**Asbestos and Toxic Material:** This work is based on TTR not coming in to contact with asbestos-containing or toxic materials. TTR 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 TTR 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.

**Interior Protection:** Customer shall notify tenants and building occupants of work and the need to provide protection underneath areas of work. Customer agrees to hold TTR harmless of claims of tenants and occupants who did not provide interior protection. In the event of a roof tear off, TTR shall not be responsible for damages caused by water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface which is released during tear-off and penetration dust, debris or mold spores resulting from tear off. In the event of a roof overlay, TTR shall have no responsibility for water penetration or mold growth that occurs as a result of moisture contained in the old or former roofing system.

**Change Orders and Back Charges:** A Change order is any change to the original inclusions, exclusions, plans and or specifications. Additional time needed to complete change orders shall increase the time needed for project completion. Prior to starting the work or ordering any additional materials, Customer will execute a change order prepared by TTR. Due to historic roofing material volatility and availability, if there is an increase in the actual costs of the products charged to TTR in excess of 5% subsequent to making this agreement, the price of this agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional cost to TTR. TTR will submit written documentation of the increased charges to Customer upon request. No back charges or claims for payment of services, materials or equipment furnished by Customer to TTR shall be valid unless previously authorized in writing by TTR and written notice is given to TTR within five (5) days of the event, act, or omission which is the basis of the back charge.

**Warranty:** Work will be warranted by TTR in accordance with the warranty listed above. No other portions of the roof is warranted with the exception of those roofs still under a manufacturer's warranty. TTR shall only be liable for work it has performed and is not responsible for any other work performed by anyone or any company other than TTR. This warranty is transferrable.

Warranties provided by TTR including manufacturer warranties, shall not be effective unless and until Contract has been paid in full. Copies of all warranties will be provided to customer

**Existing Conditions:** Customer warrants that the structures on which work is to be performed are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations. TTR's prosecution of work indicates only that the surface of the deck appears satisfactory to TTR to attach roofing materials. TTR 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 TTR. Customer shall hold TTR harmless for all claims, disputes or damages pertaining to pre-existing conditions related or unrelated to the work performed on this project.

**Completion of Work:** TTR shall have a minimum of 30 workdays with conditions suitable to performing roofing work to obtain Completion of the roof. Customer agrees that its receipt of the final payment application is sufficient notice of completion of the project. TTR's entitlement to final payment is not dependent upon any third party testing or inspection. This proposal is based upon the performance of all work during TTR's regular working hours, excluding weekends and National holidays. If the customer has any working hour restrictions they are to notify TTR prior to material delivery to mitigate any cost increases.

**Indemnification:** To the fullest extent permitted by law, the customer shall defend, indemnify, and hold TTR, its officers, directors, agents and employees harmless from and against any and all claims, demands, losses, damages, liabilities, expenses, or costs including reasonable attorney's fees, costs and expenses of investigation, penalties, interest and amounts paid in settlement incurred or to be incurred by TTR, caused by the actions of the customer or the customers agent(s), employee(s), guests or invitees. To the fullest extent permitted by law, TTR shall hold harmless the customer from and against all claims, damages and losses directly caused by TTR provided that such is caused in whole or in part and only to the extent from a negligent act or omission of TTR. **In no event shall such liability include indirect, incidental, special, exemplary, punitive, unmitigated or consequential damages.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

PO#: \_\_\_\_\_



Tips Contract # 241001

Texas Traditions Roofing, LLC