

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND SIMON ROOFING AND SHEET METAL CORPORATION FOR THE REPLACEMENT OF THE ROOF AT 4308 WILEY POST ROAD IN AN AMOUNT NOT TO EXCEED \$88,850.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The Agreement between the Town of Addison and Simon Roofing and Sheet Metal Corporation for the roof replacement at 4308 Wiley Post Road in an amount not to exceed \$88,850.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **10th** day of **AUGUST** 2021.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

City Attorney

EXHIBIT A

**AGREEMENT BY AND BETWEEN
THE TOWN OF ADDISON, TEXAS AND
SIMON ROOFING AND SHEET METAL
FOR THE ROOF REPLACEMENT OF 4308 WILEY POST ROAD,
ADDISON TEXAS**

This Agreement ("Agreement") is made and entered into this 13th day of July, **2021** ("**Effective Date**"), by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home-rule Texas municipal corporation, and **Simon Roofing and Sheet Metal**, a _____, hereinafter called ("Contractor").

WITNESSETH:

WHEREAS, the Town sought services related to the roof replacement of 4308 Wiley Post Road, Addison, Texas ("Services"); and

WHEREAS, the Town identified Contractor through The Interlocal Purchasing System ("TIPS") Cooperative Contract Number 180702; and

WHEREAS, Contractor submitted a statement of work ("SOW") to the Town for the provision of these Services; and

WHEREAS, the Town has investigated and determined that it desires to hire the Contractor for its Services.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
The Contractor shall provide such services, equipment, and supplies upon the terms and conditions set forth in the Agreement Documents, as hereinafter defined, and shall furnish all personnel, labor, equipment, supplies, and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.
2. Terms.
The Services contemplated by this Agreement shall be completed no later than September 20, 2021, subject to the terms and conditions of this Agreement.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and shall continue in full force and effect until termination, in accordance with its provisions. Contractor and Town herein recognize that the continuation of any Agreement after the close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subject to Town Council approval. In the event that the Town Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Agreement may be terminated by the

Town at any time upon providing Contractor with thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days' written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure or begin to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign, and make available to Town, or Town's representative, all documents, records, reports, studies and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to Town, and all of Town's property and materials in Contractor's possession or control belonging to Town shall be promptly delivered to Town. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price and Payment.

In exchange for those services and schedules described in the Agreement Documents, Town agrees to pay Contractor in accordance with **Exhibit "A"** an amount not to exceed **Eighty-Eight Thousand Eight Hundred Fifty and 00/100 Dollars (\$88,850.00)** upon completion of the Services to the satisfaction of Town. Payment shall be made in accordance with **Town policy**.

5. Confidentiality.

Contractor shall keep confidential all records, documents, or other materials that are requested by Town, or required by law, rule, or regulation to be so maintained in connection with this Agreement. No reports, information, documents, studies, or other materials given to or prepared by Town pursuant to this Agreement which Town requests either orally or in writing to be kept confidential shall be made available to any third party or entity by Contractor without the prior written consent of Town.

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in this Agreement.

- a. This Agreement
- b. Contractor Statement of Work, attached hereto as **Exhibit “A”**
- c. Insurance Requirements, attached hereto as **Exhibit “B”**

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit “A”** and/or **Exhibit “B”** are in conflict with the provisions of this Agreement or each other, the provisions of this Agreement, and then the provisions of **Exhibit “B”**, and then the provisions of **Exhibit “A”** shall prevail in that order.

7. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Insurance.

Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by Town as provided in **Exhibit “B”**, attached hereto and incorporated herein for all purposes. Contractor shall present Town with a copy of its Certificate of Insurance, which shall name the Town of Addison as an additional insured party.

9. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

10. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS “CONTRACTOR” FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “TOWN” FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS’ FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY

GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. IN THE EVENT TOWN ELECTS TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE, THEN CONTRACTOR SHALL REIMBURSE TOWN FOR ALL COSTS IN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
12. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
13. Ordinances.
Except as specifically provided in the Agreement Documents, the parties hereto agree that Contractor shall be subject to all ordinances of Town, whether now existing or in the future arising.
14. Authority to Execute.
The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized

and binding agreement on the party for whom the individual is signing this Agreement, and that each individual affixing his or her signature hereto is authorized to do so, and that such authorization is valid and effective on the date hereof.

15. Assignment.

This Agreement may not be assigned without the written agreement of both parties.

16. Sovereign Immunity.

The parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

17. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express, or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to:

Michael Perry
VP of SR Products
mperry@simonroofingproducts.com
757-434-0674

Cyndi Strunk
GM of SR Products
1380 E. Highland Road
Macedonia, OH 44056
330-998-6500

If to Town, to:

Town of Addison
Attn: City Manager
5300 Belt Line Road
Dallas, Texas 75254

18. Severability.

In case 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 hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Representations.
Each signatory represents that this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.
20. Force Majeure.
If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing “force majeure” events shall deliver written notice of the commencement of any such delay resulting from such “force majeure” event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a “force majeure” event causing such delay, and the other party shall not otherwise be aware of such “force majeure” event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
21. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this ____ day of _____, 2021.

TOWN OF ADDISON, TEXAS
a home-rule Texas municipal corporation

By: _____
Wesley S. Pierson, City Manager

Date: _____

SIMON ROOFING AND SHEET METAL
a _____

By: Rocco Augustine _____

Printed Name: Rocco Augustine _____

Title: VP _____

Date: 7/13/2021 _____

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Town of Addison, Texas**; and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2021.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF ~~TEXAS~~ OHIO §
COUNTY OF Mahoning §

BEFORE ME, the undersigned authority, on this day personally appeared Rocco Augustine, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for **Simon Roofing and Sheet Metal**; and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of July, 2021.



CHARITY MARIE CHARTIER
Notary Public, State of Ohio
My Commission Expires:
1/03/2026

Charity Marie Chartier
Notary Public in and for the State of Texas OHIO
My Commission Expires: 1/03/2026

Exhibit A



SIMON ROOFING
AMERICA LOOKS UP TO US
Since 1900

Our Commitment to Excellence

PRESENTED TO:

**Dave Foster
Town of Addison
Addison Airport**

**ROOF REPLACEMENT
4308 WILEY POST ADDISON TEXAS**

**SR PRODUCTS/SIMON ROOFING & SHEETMETAL
TIPS USA VENDOR
CATEGORY – JOB ORDER CONTRACTING
CONTRACT NUMBER : 180702**

RESPECTFULLY SUBMITTED –
**MICHAEL PERRY, HON. AIA; VP SALES
1380 E. HIGHLAND RD.
MACEDONIA, OH 44056
P:330-998-6500 F: 330-998-6600
6/4/2021**

GENERAL CONDITIONS

1. Insurance

Simon Roofing shall, at its expense, provide fire, extended coverage, vandalism, and malicious mischief insurance on materials, supplies, equipment, machinery and apparatus. Owner shall be added to such insurance policy as an additional insured, as its interest may appear. Owner shall not be responsible in any manner for property, tools, equipment or machinery (whether owned, leased, used, rented, borrowed or otherwise) of Simon Roofing or its employees or agents of either of them. Simon Roofing agrees to maintain a builder's risk policy in the amount of the contract for the duration of the contract, for work that is not yet accepted by owner. The owner shall be added to such insurance policy as an additional insured, as its interest may appear. Limits of coverage are to be no less than \$25,000,000.00 bodily injury and death and property damage. Completed operations coverage shall continue for not less than 12 months after acceptance of the work under contract by the owner. Simon Roofing shall provide automobile bodily injury and property damage insurance covering all vehicles moving or non-moving under their own power and engaged in the work under contract. Limits are to be no less than \$25,000,000.00 bodily injury and death and \$25,000,000.00 property damage. Simon Roofing shall carry worker's compensation insurance on Simon's employees in accordance with the laws of the state where the project is located. Simon Roofing and Sheet Metal Corp. has a comprehensive insurance program as shown below. A detailed insurance certificate will be provided upon award of the contract.

Commercial General Liability	\$ 1,000,000.00	Occurrence
	\$ 2,000,000.00	General Aggregate
	\$ 2,000,000.00	Products Aggregate
Automobile	\$ 1,000,000.00	Each Occurrence
	\$ 1,000,000.00	Aggregate
Excess Liability	\$ 25,000,000.00	Occurrence
	\$ 25,000,000.00	General Aggregate
Employer Liability Limits	\$ 1,000,000.00	Each Accident
	\$ 1,000,000.00	Disease Policy Limit
	\$ 1,000,000.00	Disease per Employee
Builder's Risk/Installation	\$ 1,000,000.00	Occurrence
	\$ 2,500,000.00	Disaster Limit (Excludes Flood)

The aforementioned coverages apply to negligent acts committed solely by employees of Simon Roofing and Sheet Metal Corp. All policy coverages are subject to the conditions, exclusions and limitations of each respective policy.

2. Contract Policy

It is the policy of Simon Roofing and Sheet Metal Corp. to review and execute contracts and specifications prior to commencement of the work thereby. Simon Roofing will consider contract terms presented to it sufficiently in advance of commencement of the job to allow for review and revision, but reserves the right to revise, delete or supplement such terms in accordance with its policies and the advice of its legal counsel. Absent special circumstances, Simon Roofing will not enter into, agree to or sign any contract terms presented to it after the work has been commenced or completed.

3. Unforeseen Conditions and Exclusions

Simon Roofing and Sheet Metal Corporation's (SRSMC) scope of work under this contract does not include testing for, or abatement or remediation of hazardous or toxic materials such as, but not limited

to, toxic mold, fungus or asbestos at or near a job site. If such contaminants are discovered, Simon Roofing may, at its option, suspend further performance of this contract pending investigation, testing and, if appropriate, remediation or abatement of any contamination, which will be conducted at the sole cost of the owner. The time for performance under this contract will be extended by any delay resulting from testing for and/or abatement of toxic or hazardous materials present at the job site. Any additional costs incurred by Simon as a result of contamination by toxic mold, asbestos or other hazardous materials or substances found at or near the job site shall be paid by the owner. The owner shall indemnify and hold harmless Simon Roofing against all loss, liability and expenses caused by or arising out of toxic mold or other hazardous materials at or near the job site. SRSMC's scope of work does not include testing for, inspecting or otherwise determining the integrity or soundness of the structural components of the roof, the walls or other structural aspects of the premises. SRSMC's scope of work does not include design, evaluation, sizing or maintenance for drains on the roof, or the drainage system for the roof. Simon Roofing and Sheet Metal Corp. recommends that a design professional be consulted to assure proper design, (i.e. roof system selection) installation, conformance to building codes, insurance requirements, etc. SRSMC also is not responsible for pre-existing conditions to any existing protrusions or items in or on the roof that are in need of repair or upgrade if required by local code. This would include, but is not limited to, electrical lines, gas lines, HVAC units, curbs, duct work, skylights, lightning protection and communication systems, cables, HVAC disconnects and reconnects, etc. The building owner is responsible for the repair or upgrade of these items or systems.

4. Payment Terms

Payment terms will be based upon the following project progress billing schedule*: Semi-monthly progress billings will be invoiced for the remainder of the contract. These billings are due with Net 30 days terms. **Percentage increment billing will be contingent upon job size, weather conditions, etc.*

Pricing of this subject project is based on the timely receipt of payments. If partial payments are made, they will be credited against oldest invoices, unless the instructions are provided by the customer to the contrary. The customer will be responsible for any additional collection expenses the contractor incurs in the efforts to obtain the payment of the past due balances. This may include (but not limited to) interest, collection fees, attorney fees and court costs.

Customer hereby authorizes Simon Roofing and Sheet Metal Corporation (*Simon*) to evaluate customer credit, which may include but not limited to, obtaining credit records, credit histories, credit reports, consumer and/or corporate financial ratings or evaluations from third-party sources, or any reasonable steps necessary in establishing Customer current and past credit status. Should *Simon* at any time deem Customer credit status or history to be unfavorable, *Simon* may withdraw its offer to provide quoted/proposed services and Customer hereby acknowledges that *Simon* obligations relating to such quoted/proposed services are contingent upon *Simon* approval of Customer credit.

5. Bonding:

In the event that a Payment and Performance Bond and/or Maintenance Bond is required for this project, please note:

The Surety bonds to be provided for this Contract and/or proposal shall not cover any warranty obligations other than a one (1) year warranty that begins upon completion of the work performed. Any other warranties that may be provided shall be excluded from the Surety bonds.

6. Scheduling

It is standard policy for Simon Roofing not to tear off the roof or expose the inside of the building if the chance of rain is thirty percent (30%) or greater. The risk of water leaking inside of your facility would be a major concern on both your part and ours, because Simon Roofing looks out for the best interests

of its customer. We can assure you that although inclement weather may interrupt our process, the job foreman will visit the jobsite daily to ensure that all is well in regard to our project and will service any roof condition in relation to our scope of work. WORK WILL START APPROXIMATELY 20 DAYS AFTER AWARD AND TAKE APPROXIMATELY 15 WORKING DAYS TO COMPLETE.

7. Application

Please understand that you will most likely hear the tear-off process and the travel of the equipment across the roof. We assure you that we do try to keep this to a minimum. Many products used in roofing applications, especially solvent-based materials, can emit odors, which are strong and sometimes offensive. In some applications, such odors cannot be avoided, but Simon does offer alternative products for some applications that are less odorous or that emit odors that may be less offensive. Please ask your Simon Roofing sales representative about these alternatives. Customer is responsible for insuring adequate ventilation for customer's facility and for taking other steps to reduce the effects of odors, such as closing windows, where appropriate.

8. Pricing

The Proposal Price listed included in this document is based upon the following assumptions:

- There is no Certified Payroll Requirement for this project.
- Should the above assumptions change, the price will be adjusted by agreement of both parties.

9. Scope of Work

A complete specification for the project will be provided once a contract has been issued.

Weekly progress reports will also be supplied throughout the project.

- Base Bid: Roof Replacement of 4308 Wiley Post Rd Roof Section
- Includes at 20 YR NDL Warranty from SR Products
- Add Alternate Bid: OSHA Attached ladder

SCOPE OF WORK

1. Remove roofing, insulation, and debris down to metal structural deck.
2. Mechanically fasten first and second layer of 2.2 ISO equating to 4.4 ISO insulation
3. Fully adhere primed 5/8" densdeck cover board with Olybond low rise foam
4. Install new APP IRO Ply SA4 Smooth modified base
5. Install new APP IRO Ply MA4 Bright White Cap sheet in our 2 Ply Mod Bit system
6. Install new wood nailers and edge metal at perimeters, with new gutters and downspouts on North elv.
7. Apply 2 ply flashings and 3 course seams with HI Bild and coat with wite brite coating
8. Remove AC unit and install new 14" Curb and flash accordingly and modified duct work and seal
9. Add alternate OSHA attached ladder



SIMON ROOFING
 AMERICA LOOKS UP TO US
 Since 1900

Roof Replacement of 4308 Wiley Post Rd
 Submitted To: Addison Airport/Town Of Addison
 Attn: Dave Foster

Simon Roofing & Sheet Metal
 TIPS USA Vendor
 Category – Job Order Contracting
 Contract Number : 180702

LUMP SUM PROPOSAL: -- \$86,050.00

Bid Breakdown:

- | | |
|--|--------------------|
| 1. Tri-Lam Roofing and Waterproofing Subcontractor Labor Quote & Accessories | \$59,452.00 |
| 2. SR Products Materials Sold Direct Through TIPS Co-Op To Town of Addison | \$15,905.60 |
| 3. Warranty Fees | \$3,000.00 |
| 4. Shipping Charges for SR Products Materials | \$1,087.40 |
| 5. OVERHEAD (Includes Insurance, Administrative Fees, P&P & Maint Bonds) | \$6,605.00 |
| 6. TOTAL LUMP SUM PRICE TO TOWN OF ADDISON THROUGH TIPS | \$86,050.00 |

SR Material Quantities From Subcontractor sold direct to Town of Addison

Product #	Product Name	Unit/Size	Quantity	Price	Totals
8625200	IRO Ply SA4	.95 sq roll	32	\$172.50.00	\$5,520.00
	IRO Ply MA4 Bright White	.95 sq roll	32	\$227.00	\$7,264.00
8050130- White	Wite Brite Hi Bild Flashing	3.5 Gal Pail	5	\$373.00	\$1,865.00
3410010	SR Poly 6"		4	\$54.50	\$218.00
8050290	Wite Brite Coating	5 Gal Pail	2	\$364.50	\$729.00
8650130	SR Sealant II	1 case	2	154.80	\$309.60
Total SR Materials sold direct to TOA					\$15,905.60

****ADD ALTERNATE Install OSHA approved attached ladder\$2,800.00**

THIS AGREEMENT IS ENTERED INTO AS OF THIS DAY AND YEAR AND IS EXECUTED IN TWO ORIGINAL COPIES OF WHICH ONE IS TO BE DELIVERED TO THE OWNER AND THE OTHER TO SIMON ROOFING. THE PRICE ON THIS BID DOCUMENT IS VALID FOR 30 DAYS.

SIMON ROOFING PRODUCTS:

 **6-04-21**

SIGNATURE DATE
Michael Perry, Hon. AIA; VP Sales

EXHIBIT B

Insurance Requirements

**TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT
REQUIREMENTS**

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON. All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE

	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30

Purchase Agreement (SR Roofing)

- b) Non-owned vehicles
- c) Hired vehicles

**DAY NOTICE OF
CANCELLATION** or material
change in coverage.
Insurance company must be
A:VII-rated or above.

Purchase Agreement (SR Roofing)