

CITY OF TONTITOWN, ARKANSAS
RESOLUTION NO. 12-1239R

A RESOLUTION AUTHORIZING THE CITY OF TONTITOWN, ARKANSAS TO ACCEPT THE BID OF DAVID'S ROOFING FOR MUSEUM ROOFING AND SIDING REPLACEMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT THEREFOR

WHEREAS, the City of Tontitown solicited bids for the Museum Roofing and Siding Replacement Project in accordance with applicable procurement and bidding procedures; and

WHEREAS, on [insert bid opening date] the City received a bid from David's Roofing for the Project in the total amount of **Thirty-One Thousand Six Hundred Forty-Nine Dollars and Fifty-Five Cents (\$31,649.55)**; and

WHEREAS, after review by City staff, the bid submitted by David's Roofing has been determined to be the lowest, responsive and responsible bid conforming to the project specifications; and

WHEREAS, the City Council finds that acceptance of this bid and execution of a contract is in the best interest of the public and will ensure timely completion of the Museum roofing and siding replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TONTITOWN, ARKANSAS, THAT:

1. The bid submitted by David's Roofing in the amount of **\$31,649.55** for the Museum Roofing and Siding Replacement Project is hereby accepted.
2. The Mayor is hereby authorized and directed to execute a contract with David's Roofing for that amount, in substantially the form submitted with the bid, plus any additional documents required by the City Attorney, and to take any and all other actions necessary to carry out the terms of the contract.
3. The City Clerk is authorized to attest the Mayor's signature.
4. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 16 day of Dec, 20.

Anaela Russell

Mayor, City of Tontitown, Arkansas

ATTEST:

Rhonda Anderson

City Clerk

CERTIFICATION

I hereby certify that the above is a true and correct copy of the Resolution adopted by the City Council of the City of Tontitown, Arkansas, on the ___ day of _____, 25, and that the same has not been amended or rescinded.

City Clerk, City of Tontitown, Arkansas



David's Roofing Company
Mailing Address:
P.O. Box 227
Prairie Grove, AR 72753

Office Addresses:
3550 E Heritage Parkway
Farmington, AR 72730

4120 Rogers Avenue,
Suite 206
Fort Smith, AR 72903
Phone: (479) 846-2113

Company Representative
Riley Blair
Phone: (479) 466-2368
riley.blair@davidroofinginc.com

Billy Morgan
Tontitown Museum
251 East Henri De Tonti Boulevard
Springdale, AR 72762
(479) 381-8089

Job: Billy Morgan

Roofing Section

- Remove All Old Roofing & Debris
- Install New Horizon Loc Metal Roofing
- Install All Trims and Accessories
- Install Synthetic Underlayment
- Install Ice & Water under valleys, transitions, and any pitch under 3/12
- Warranty information can be found in the disclaimer at the bottom of this contract.

| | Qty | Unit |
|---|--------------------|------|
| Remove Old Roofing | | |
| Remove Laminated Shingles | 15.00 | SQ |
| Remove Metal Roofing | 15.00 | SQ |
| Remove extra layers of shingles | 15.00 | SQ |
| Remove extra layers of shingles | 15.00 | SQ |
| 7/16"x4"x8' OSB | 40.00 | BRD |
| Install New Metal Roofing | | |
| Install Horizon Loc Metal Roofing | 15.00 | SQ |
| METAL TRIM COLOR: | 0.00 | EA |
| ABC Pro Guard 20 Synthetic Underlayment (10 sq) | 2.00 | RL |
| Mid-States QUIK-Stick HT (2 sq) | 1.00 | RL |
| Metal Pitch - 7/12 & 8/12 | 15.00 | SQ |
| Install / Replace OSB | 40.00 | BRD |
| | \$18,713.87 | |

Gutters Section

| | Qty | Unit |
|-----------------------------------|-------------------|------|
| 6" Gutter Trough | 80.00 | LF |
| Install 3" x 4" Downspout-1 story | 3.00 | EA |
| | \$1,221.43 | |

Siding Section

| | Qty | Unit |
|----------------------------------|---------|--------------------|
| Siding - Vinyl Lap (Replacement) | 12.00 | SQ |
| D4SL - white | | |
| Siding - Window Wrap | 1000.00 | LF |
| Re attach soffit | 1.00 | EA |
| | | <hr/> |
| | | \$11,714.25 |
| TOTAL | | \$31,649.55 |

Starting at \$314/month with **Acorn** FINANCE • **APPLY**

Proposal/Estimates are valid for 15 days. After 15 days, prices are subject to revaluation and possible changes.

David's Roofing Company (the "Company") is a licensed contractor in the State of Arkansas (License #0412940325 / ID #48897).

IMPORTANT THINGS TO KNOW / OVERVIEW:

It is the responsibility of the homeowner to move any item that could be damaged during the repair process. Company is not responsible for any broken/damaged plants/shrubs. Company is not responsible for damage to or repositioning of satellite dishes. Company is not responsible for damaged interior air conditioner or interior gas lines, if the damage occurs due to improper installation. (Improper = Not being up to code or installer's dereliction of duty). Company is not responsible for repairs of grass or driveways around the house. Payments made with credit or debit cards are subject to a 4% processing fee. Company is not responsible for previous damage due to leaks, nor will we be responsible for any further damage if the origin of the leak is not corrected right away. Company's team does their best to clean the job sites as effectively as possible, however some debris may be missed. It is the customer's duty to look over their property for debris that may result in damages, therefore Company is not responsible for damage or injury that may result from stepping on a nail, punctured tires, falling over objects, mowing over items, et cetera. This contract gives Company full rights to use photos/videos of the contracted property for any forms of publication, advertisement, or social media posts.

ADDITIONAL TERMS, CONDITIONS, & POLICIES:

Company reserves the right to cancel this agreement, at any time, without penalty. Where change orders are required; (ex: additional layers, replacement of rotten/damaged decking, installation of required flashings (including flashing pans), code requirements, price fluctuations beyond our control), Company will notify customer of changes, said change orders will become part of this contract and subject to the terms and conditions herein. In the event the project that is the subject of this agreement involves an insurance claim where the Customer is using insurance funds to pay for any portion of the project, Company reserves the right to submit a request, to the insurance carrier, for any necessary supplemental items not provided in the insurance scope. Company, or a specialist working on Company's behalf, will only submit supplemental requests for materials, labor, items, and/or services that will actually be utilized as part of the project that is the subject of this agreement. Customer acknowledges that supplemental funds requested by Company and approved by the insurance carrier will become a part of the balance due for this agreement, and all such supplemental funds are due and payable to Company upon receipt by the Customer.

Company employees are covered by commercially reasonable Workman's Compensation and General Liability. This is a firm bid. No credits will be given for unused materials left at the job site. Unused materials will be picked up by our supplier or a Company employee. It is the customer's responsibility to monitor all jobsite materials that have been delivered to their property while our team is away, therefore replacement of stolen materials are not the responsibility of Company. Failure to pay full contracted amount will result in any and all warranties to become null and void. Outstanding balances beyond 30 days are subject to late fees and interests.

WARRANTY INFORMATION:

Company provides a 5 year workmanship warranty on any full roof replacements using asphalt shingles. Company provides a 1 year workmanship warranty on all repairs, covering only our repair work. All other jobs that are not full asphalt roof replacements or repairs will have a 2 year workmanship warranty. Warranty periods are the same for both residential or commercial. This warranty covers all workmanship related leaks or damages. The manufacturer's warranty will cover material defects, subject to terms & conditions therein. No warranty covers an "act of nature" event. If there is a warrantable event that occurs, you will need to contact Company before anyone else. If any person besides a Company employee or someone contracted by Company works on this roof, the warranty will be voided. Company will then remedy the leak/damages to mutual satisfaction of all parties involved. To the fullest extent permitted by law, the total aggregate liability of Company to customer for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Contract, shall not exceed the total compensation actually received by Company.

CUSTOMER CANCELLATION:

If this agreement was solicited at your residence or at a place other than the place of business of Company and you do not want the goods or services, you, the Customer, may cancel this transaction by sending a notice to the Company at any time prior to midnight of the third business day after you sign this transaction. The notice must be provided in writing by e-mail or mail to David's Roofing Company, PO Box 227, Prairie Grove, AR 72753. Upon receipt of such notice, any deposit made toward this contract will be refunded within 10 business days. If this agreement is cancelled by Customer outside of this three (3) business day period, as consideration for the time & out of pocket expenses incurred by Company, Customer will incur a cancellation fee equal to the greater of i) 15% of total contract price or ii) amount of actual costs incurred by Company on behalf of Customer in completion of the work set forth in this agreement.

IMPORTANT NOTICE TO OWNER: I UNDERSTAND THAT EACH CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER, ARCHITECT, ENGINEER, SURVEYOR, APPRAISER, LANDSCAPER, ABSTRACTOR, OR TITLE INSURANCE AGENT SUPPLYING LABOR, SERVICES, MATERIAL, OR FIXTURES IS ENTITLED TO A LIEN AGAINST THE PROPERTY IF NOT PAID IN FULL FOR THE LABOR, SERVICES, MATERIAL, OR FIXTURES USED TO IMPROVE, CONSTRUCT, OR INSURE OR EXAMINE TITLE TO THE PROPERTY EVEN THOUGH THE FULL CONTRACT PRICE MAY HAVE BEEN PAID TO THE CONTRACTOR. I REALIZE THAT THIS LIEN CAN BE ENFORCED BY THE SALE OF THE PROPERTY IF NECESSARY. I AM ALSO AWARE THAT PAYMENT MAY BE WITHHELD TO THE CONTRACTOR IN THE AMOUNT OF THE COST OF ANY SERVICES, FIXTURES, MATERIALS, OR LABOR NOT PAID FOR. I KNOW THAT IT IS ADVISABLE TO, AND I MAY, REQUIRE THE CONTRACTOR TO FURNISH TO ME A TRUE AND CORRECT FULL LIST OF ALL SUPPLIERS

AND SERVICE PROVIDERS UNDER THE CONTRACT, AND I MAY CHECK WITH THEM TO DETERMINE IF ALL MATERIALS, LABOR, FIXTURES, AND SERVICES FURNISHED FOR THE PROPERTY HAVE BEEN PAID FOR. I MAY ALSO REQUIRE THE CONTRACTOR TO PRESENT LIEN WAIVERS BY ALL SUPPLIERS AND SERVICE PROVIDERS, STATING THAT THEY HAVE BEEN PAID IN FULL FOR SUPPLIES AND SERVICES PROVIDED UNDER THE CONTRACT, BEFORE I PAY THE CONTRACTOR IN FULL. IF A SUPPLIER OR OTHER SERVICE PROVIDER HAS NOT BEEN PAID, I MAY PAY THE SUPPLIER OR OTHER SERVICE PROVIDER AND CONTRACTOR WITH A CHECK MADE PAYABLE TO THEM JOINTLY.

UNDERSTANDING OF POLICY:

By signing my name below, I certify that I have read the above information, any questions concerning these policies have been discussed. My signature certifies my understanding/agreement with the above policies. I understand I am responsible for all charges not paid by insurance. A photocopy of this document is as valid as the original. You may receive a copy of this document upon request.

ACCEPTANCE OF PROPOSAL:

The noted prices, specifications, and conditions as listed on this agreement are hereby accepted. Company is authorized to do the work as specified.

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date