

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 15th, day of May, 2017 at 10:00 a.m., in the Courtroom of the Navarro County Annex Building 601 N. 13th Street in Corsicana, Texas. Presiding Judge HM Davenport Jr. Commissioners present Jason Grant, Eddie Moore, and James Olsen.

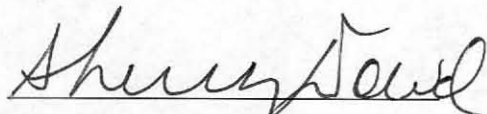
1. 10:01 A.M. Motion to convene by Comm. Olsen sec by Comm. Grant
Carried unanimously
2. Opening prayer by Comm. Grant
3. Pledge of Allegiance
4. Public Comments-No Comments

Action Items

5. Motion to approve payment to American Roofing & Construction on 1/3 of completion of high roof as per contract for Navarro County Jail in the amount of \$59,633.33 by Comm. Olsen sec by Comm. Grant
Carried unanimously **TO WIT PG 673-676**
6. Motion to adjourn by Comm. Grant sec Comm. Olsen
Carried unanimously

I, Sherry Dowd, Navarro County Clerk, Attest that the Foregoing is a True and accurate accounting of the commissioners Court's authorized proceeding for May 15th, 2017.

Signed 15th day of May, 2017



Sherry Dowd, County Clerk






**AMERICAN
ROOFING & CONST.**

2400 S. 15th Street
 Corsicana, TX 75110
 903-872-6800 Office 903-872-8170 Fax
 superroofer@sbcglobal.net

Stone Properties – Apt. Complex
 725 SE Co. Rd. 3122
 Corsicana, TX 75109
 903-872-3318 Pat Stone

Copy Center
 117 S. Beaton
 Corsicana, TX 75110
 903-872-6657 Ric Pallanich

Advanced Building Specialties - Restaurant
 Cotton Patch – Corsicana, TX
 Cotton Patch – Ennis, TX

Starlite Hotels, LLC - Hotels
 Hampton Inn - Corsicana
 Holiday Inn - Corsicana
 903-872-2238 Alex

Industrial Pipe Fittings, LLC – Industrial
 305 N. 7th Street
 Corsicana, TX 75110
 903-872-7890 Becky McBride

Oil City Iron Works, Inc. – Industrial
 814 S. Main Street
 Corsicana, TX 75110
 903-872-6571 Mark Randall

Varasi, LLC – Restaurant
 Dairy Queen – Cedar Hill, TX
 Dairy Queen – Corsicana, TX
 Dairy Queen – Dallas, TX
 Dairy Queen – Hubbard, TX
 Dairy Queen – Teague, TX
 Dairy Queen – Waco, TX

London Square Shopping Center
 600 W. 7th Ave.
 Corsicana, TX 75110
 903-874-4700 Paul Nguyen

First Baptist Church Richland
 100 Normandy Ave.
 Richland, TX 76681
 254-578-1969 Walter Glibhart

Watkins Construction - Industrial
 Corsicana, TX
 903-654-3369 Janice King

Tyler Candle Company - Industrial
 11733 Hwy155 North
 Tyler, TX 75708
 903-805-6659 Katie Martinez

Harrison Properties - Residential
 4819 W. Hwy 31
 Corsicana, TX 75110
 903-851-1940 Mark Harrison

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Customer:

Service Location:

Navarro County, Texas
 RFP No. 2017-R-007
 Justice Center Roof Restoration

300 W. 2nd Ave.
 Corsicana, TX 75110

Furnish labor and material to perform the work specified:

Installation of new Modified Bitumen Roof System on Main Roof & High Roof

1. Remove gravel from existing roof and remove from premises.
2. Clean and prepare old roof surface.
3. Install new SA base sheet over existing roof.
4. Install new Modified Bitumen Roof System to the roof, walls, and curbs.
 Modified is manufactured by __Certainteed or __Firestone
 Customer to choose color. _____
5. Detach & reset existing galvanized roof jacks.
6. Remove & replace lead pipe jacks as needed.
7. Remove and replace expansion joints as needed.
8. Install all flashing, pitch pans, a/c curbs, & ventilator curbs as needed.
9. Detach and reset a/c units, ventilators, drains, & scuppers.
10. Reseal all penetrations & counter flashing.
11. Clean and remove all debris from job site.

All work to be performed in a workmanlike manner and produced in a timely fashion.
 Projected time for job completion 7-10 days. Some work must be performed at night.

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TERMS AND CONDITIONS

THIS CONTRACT AND ANY AGREEMENT PURSUANT HERETO BETWEEN AR Construction, LLC doing business as AMERICAN ROOFING AND CONST. HEREINAFTER REFERRED TO AS " THE COMPANY" AND THE CUSTOMER(S) NAMED HEREIN ON THE REVERSE SIDE WILL BE SUBJECT TO ALL APPROPRIATE LAWS, REGULATIONS AND ORDINANCES OF THE STATE OF TEXAS AND THE FOLLOWING TERMS AND CONDITIONS.

All proposals are subject to approval by our Credit Department & Management Team.

The company shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as is normally contemplated to be covered by homeowners insurance or business risk insurance, or unless a specified written agreement be made prior to commencement of the work.

The company agrees to perform the described work for Customer in accordance with normal common roofing practices unless otherwise specified.

Replacement of rotten decking, roof jacks, ventilators, flashing or other materials is not included and will be charged as an extra charge, unless otherwise stated in this contract.

The company to retain title and ownership of all roofing materials until the job is paid in full. If payment is not paid in full, the company has the right to remove all roofing materials.

The company is not responsible for any damage below the roof, such as water intrusion causing damage to carpet or other household items, sheetrock damage, paint, etc. during the period of the warranty and is limited to the repair of the roof work ONLY.

The company will provide the Customer with a five (5) No Drip warranty unless otherwise stated. The Contract and warranty shall not be assigned and is non-transferable. For the warranty to be valid the contract must be paid in full.

Any representation, statements, or other communications, not written in the Contract are agreed to be immaterial, and not relied on by either party, and do not survive the execution of this Contract. This Agreement constitutes the entire agreement between the parties. It may be changed only in writing by both signed parties.

The Company will have the right to supplement the Insurance Co., in the event material and /or labor increases from the date of the damage. Any supplements paid by the insurance company for additional labor and/or materials needed beyond the original scope of repairs are authorized to be paid directly to the Company.

The Company normally orders excess materials. All excess materials belong to the Company.

Payment is due upon completion of job in Navarro County, Texas. Any portion remaining unpaid will bear interest at the rate of 1.5% per month not to exceed the maximum rate allowed by law commencing 30 days after completion. Purchaser agrees to pay reasonable collection fees and/or legal fees including reasonable attorney fees needed in pursuit of collecting any remaining unpaid portion of the job.

Payment for work completed will immediately become due should a delay in work be initiated by the customer.

All parties agree that the Company will not be held responsible for punctures to any mechanicals ran above the rafters such as air conditioner lines, security wires, plumbing pipes, or electrical lines. All utilities should be run according to the International Building Code of 2006 or newer and be below the rafters per code.

The Customer grants the Company full access to entire perimeter of the building and electricity for staging and execution of work unless otherwise agreed.

RIGHT OF CANCELLATION: The Company and/or The Customer hereby agrees and states that a THREE DAY RIGHT OF RECISSION to cancel the contract is valid, and further agree that cancellation must be made at any time prior to midnight of the third business day after the date of agreement. The Company further states that should a representative from American Roofing & Construction meet the insurance adjustor on behalf of the customer or communicate with via fax/email, and American Roofing & Construction does not perform the job, the customer will be responsible for a service fee of \$350.00.

Customer Initials: _____

Thank you for considering American Roofing & Construction for your roofing needs! Our commitment to affordability, honesty & quality" with thousands of customers since 1992 has established our reputation as the "Premier Roofing Contractor" with homeowners and insurance companies alike. We look forward to adding your name to our long list of satisfied customers.

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Workmanship warranty 5 years for leaks.
Manufacture warranty 7-10 years on material.

Total Job Cost: \$178,990.00

Payment terms: \$59,633.33 1/3 on completion of High Roof.
\$59,633.33 1/3 on completion of 1/2 Main Roof.
\$59,663.33 1/3 on completion of job.

Any change orders will be at an additional charge and customer must authorize prior to work being performed.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. I am authorizing you to perform the work as specified. Payments will be made as outlined above.

Dated this 21st day of April, 2017.

Randall Land
Randall Land, Project Manager
American Roofing

James Olsen
Representative of Navarro County
JAMES OLSEN
Print Name
COUNTY COMMISSIONER RET. 4
Title

