

SUPPLEMENTAL TERMS & CONDITIONS

James King Roofing, LLC

OMNIA PARTNERS / National Roofing Partners
Master Contract No. R180901

This Supplemental Terms & Conditions Agreement ("Agreement") is effective as of the date of the last authorizing signature ("effective date"). The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City") and James King Roofing, LLC, a Washington limited liability company ("Contractor") utilizing a cooperative purchase contract through OMNIA PARTNERS/National Roofing Partners, LLC.

The City seeks services from James King Roofing to provide building envelope waterproofing repairs with a torch down roof overlay for the roof at the City’s Maintenance Center facility located at 1401 Eastside Street, SE for the not-to-exceed contract amount of Four Hundred Sixty Six Thousand Five Hundred Fifty Four and 32/100 Dollars (\$466,554.32), and the City desires to engage the Contractor to provide these goods and services to the City.

Now, therefore, the Parties agree as follows:

I. Contractor shall provide all work described in this Agreement; this Agreement consists of these terms and conditions and attached exhibits, each of which are a part of this Agreement:

- OMNIA PARTNERS Master Contract No. R180901..... Exhibit A
- City of Olympia Scope of Work..... Exhibit B
- James King Roofing Product Proposal..... Exhibit C
- James King Specifications Exhibit D
- Statement of Compliance with Nondiscrimination Requirement..... Exhibit E
- Equal Benefits Compliance Declaration Exhibit F

II. These terms and conditions amend and supplement the OMNIA Partners, National Roofing Partners Master Contract No. R180901 (Exhibit A) and take precedence over any conflicting provisions of those documents. Any and all references to the OMNIA PARTNERS in the National Roofing Partners Contract (Exhibit A) shall be supplanted with “City of Olympia.”

1. RETENTION OF RECORDS, AUDIT ACCESS AND PROOF OF COMPLIANCE WITH CONTRACT

A. Retention of Records. The Contractor and its subcontractors shall maintain books, records, and documents of its performance under this Agreement in accordance with generally accepted accounting principles. The Contractor shall retain for seven (7) years after the date of final payment under the Agreement all financial information, data, and records for all Work.

B. Audit Access. The Contractor shall provide access to its facilities, including those of any subcontractors, to the City, the state, or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work/Product provided under this Agreement. The City shall give reasonable notice to the Contractor of the date on which the audit begins.

2. AUDIT EXCEPTION

The Contractor is financially responsible for and shall repay the City all indicated amounts following an audit exception that occurs due to the negligence, intentional act, or failure for any reason to comply with the terms of this Agreement by the Contractor, its officers, employees, agents, or representatives. This duty to repay survives the expiration or termination of this Agreement.

3. PUBLIC RECORDS REQUESTS

This Agreement is a public record and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET." If a request is made for disclosure of a record so identified, the City will determine whether the material should be made available under the Act. If the City determines that the material is subject to disclosure, the City will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the City will release the record deemed by the City to be subject to disclosure. The City is not liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET."

4. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, Contractor and Contractor's employees, agents, subcontractors, and representatives shall not unlawfully discriminate against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability, including sensory, mental, or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement applies, but is not limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision is grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further agreements or contracts with the City. The Contractor, will, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Contractor shall complete and return the Statement of Compliance with Nondiscrimination attached as Exhibit C. If the contract amount is \$50,000 or more, the Contractor shall execute and is bound by the attached Equal Benefits Declaration - Exhibit D.

5. INDEMNIFICATION/INSURANCE REQUIREMENTS

A. Indemnification / Hold Harmless. Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder is only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section survive the expiration or termination of this Agreement.

B. Insurance Term. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

C. No Limitation. Contractor's maintenance of insurance as required by the Agreement does not limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage must be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury, and advertising injury. The City must be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Contractor's profession.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance must be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance must be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

F. Other Insurance Provisions. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they must be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City must be excess of the Contractor's insurance and does not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. All certificates of Insurance and any related insurance documents shall be delivered to the City of Olympia by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as the City may specify in writing:

US Mail: City of Olympia

Attn: Heather Reed, Procurement & Contract Manager

PO Box 1967

Olympia, WA 98507-1967

hreed@ci.olympia.wa.us

I. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required is a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

K. City's Full Access to Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

6. SUBCONTRACTORS

The Contractor shall include all subcontractors as insureds under its policies, or upon request from the City, shall furnish separate certificates of insurance and policy endorsements, meeting the above insurance requirements, for its subcontractor(s). Contractor is responsible for subcontractors' compliance with the above insurance requirements.

7. TERMINATION FOR NON-APPROPRIATION

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City is not obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense accrues to the City in the event this provision applies.

8. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements are effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal in no way affects or invalidates any other provision of this Agreement and such other provisions remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith is inoperative and null and void insofar as it may be in conflict therewith, and is modified to conform to such statutory provision.

D. Assignment. Neither the Contractor nor the City has the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Contractor desires to assign this Agreement or subcontract any of its work hereunder, the Contractor shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder is subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party is entitled to its reasonable attorneys' fees, costs, and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence does not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement is governed by and must be interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

J. Notices. Any notices required to be given by the Parties must be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail must be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and do not modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but are cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity may be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this Agreement must be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Early Retirement from the State of Washington - Certification. By signing this form, the signatory certifies that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: _____

Steven J. Burney

City Manager

City of Olympia

PO Box 1967

Olympia, WA 98507-1967

Date of Signature: _____

APPROVED AS TO FORM:



Deputy City Attorney

I certify that I am authorized to execute this Agreement on behalf of the Contractor.

NATIONAL ROOFING PARTNERS

By: Charles Avery _____

Charles Avery, Estimator

James King Roofing, LLC

7338 26th St E, Bldg F

Fife, WA 98424

253.278.9433

charlesa@jameskingroofing.com

Date of Signature: 01/08/2024

Exhibit A

Region 4 Education Service Center (ESC)

Contract # R180901

for

**Roofing Products, Services, and Job-Order-Contracting
Services**

with

**RL National Roofing Partners, LLC
dba National Roofing Partners 'NRP'**

Effective: March 1, 2019

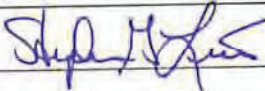
The following documents comprise the executed contract between the Region 4 Education Service Center and RL National Roofing Partners, LLC dba National Roofing Partners 'NRP', effective March 1, 2019:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name RL National Roofing Partners, LLC dba National Roofing Partners 'NRP'
Address 621 E. State Highway 121 #400
City/State/Zip Coppell, Texas 75019
Telephone No. (866) 537-6034
Fax No. (214) 580-5575
Email address steve.little@kpostcompany.com
Printed name Steve Little
Position with company CEO
Authorized signature 

Accepted by The Cooperative Purchasing Network:

Acknowledgement of Addendum Number: 1
Term of contract 3/1/2019 to 2/28/2021

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

8-28-18
Date


Margaret S. Beiss
Print Name


Region 4 ESC Authorized Board Member

8-28-18
Date

CARMEN T. MORENO
Print Name

TCPN Contract Number R180901



Roofing Products, Services, and Job-Order-Contracting Services Solicitation No. 18-09

Submitted by:



National Roofing Partners
"Superior Service, National Coverage, Single Source"

National Roofing Partners
621 E. ST HWY 121
Suite 400
Coppell, TX 75019
Ph: 866.537.6034
Fx: 214.580.5575
www.natoinalroofingpartners.com

Submitted by:



The Cooperative Purchasing Network



Region 4 Education Service Center
7145 West Tidwell Road
Houston, Texas 77092
(713) 462-7708
www.esc4.net



National Roofing Partners

"Superior Service, National Coverage, Single Source"

July 25, 2018

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

Re: Solicitation Number 18-09
Submittal for Roofing Products, Services, and Job Order Contracting Services

To Whom it May Concern,

We would like to thank you for allowing National Roofing Partners (NRP) the opportunity to submit our proposal for Solicitation Number 18-09, Roofing Products, Services, and Job-Order Contracting Services.

We are proud of the fact of having the largest footprint in the United States with our brick and mortar, "best in class" Partners across the United States serving their local communities and surrounding communities with the finest roofing services available. Our Partners are taxpayers in the communities that they serve and are already taking care of local schools, municipalities and higher education facilities through traditional bid processes.

With award of this Region 4 Education Service Center Contract, we feel that we will have great strength in local markets across the country. We have an ambitious Team assembled to start working this effort with years of Cooperative, Roofing and Job Order Contracting Experience. We feel confident that if successful in an award, this will be the only cooperative contract that we would need to have success nationwide.

It is an exciting time at NRP! We have just been awarded a service contract in our Telecom Division that will place us on top of over 50,000 buildings across the United States, many of which are schools, cities and higher education. This will prove to be a great opportunity to have a contract to meet with those facilities managers and share with them the benefits of using the Region 4 ESC Contract.

If you have any questions, please do not hesitate to give me a call. We look forward to being successful in our response and developing long term partnerships with TCPN Members across the country, helping them achieve longer lasting roofs and lower total cost of ownership.

Thank you,

David Adams
Vice-President, Revenue
National Roofing Partners
832.963.5220
david.adams@nationalroofingpartners.com