

RESOLUTION NO.: 27-2025
INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH WEST ROOFING SYSTEMS, INC. FOR THE PURCHASE AND INSTALLATION OF A NEW ROOF FOR CITY HALL UNDER THE OHIO STATE BID CONTRACT.

WHEREAS, pursuant to the City Charter this Council may authorize expenditures in excess of twenty-five thousand dollars without public advertising, through participation in the cooperative purchasing programs of political subdivisions, including the Ohio State Bid Contracts, where contracts have been competitively bid;

WHEREAS, the City has received a quote from West Roofing Systems, Inc. for the purchase and installation of a new roof for City Hall under Ohio State Bid Contract No. 800897 for the amount set forth in the quote attached hereto as "Exhibit A";

NOW, THEREFORE, Be It Resolved by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to enter into a purchase agreement with West Roofing Systems, Inc. for a new roof for City Hall, as set forth in the quote attached hereto as "Exhibit A", at a cost not to exceed \$182,166.47.

Section 2: The Finance Director is authorized to utilize fund number 401-7150-54650 to cover the cost of the purchase agreement authorized in Section 1 of this Resolution.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: January 28, 2025

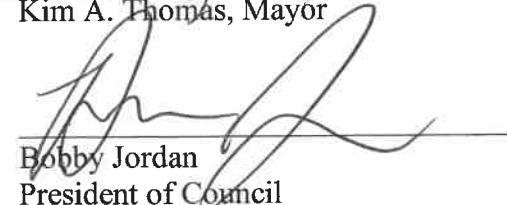
APPROVED: January 28, 2025

ATTEST: Tracey Blair

Tracey Blair
Clerk of Council



Kim A. Thomas, Mayor



Bobby Jordan
President of Council

Exhibit A



West Roofing Systems, Inc.

Proposal

for

City of Richmond Heights

July 31, 2024



We Promise To Be The Only Commercial Roofer You'll Ever Need!

- We Have 16 Crews Nationally
- The Average Tenure of Our Foreman is 15 Years
- WRS is capable of installing 66,500 square feet of finished roofing on a daily basis.
- Our Project Managers have a combined 313 years' experience (an average of 28)

West Roofing Systems, Inc. is the commercial roofing company of choice for installing high quality, sustainable, spray polyurethane foam (SPF), membrane restoration and single-ply roofing systems that waterproof, insulate, and protect commercial and industrial buildings. Our turnkey operations help reduce architectural costs and streamline all phases of a roofing project, from the initial inspection to the application of an energy efficient, insulated roof system.

We also provide follow-up maintenance and a variety of manufacturer warranties, from 10 to 20 years in duration. Every roof is different and offers its own unique set of challenges. West Roofing Systems designs and installs roofing systems that are flexible and versatile enough to address practically any situation.



Prepared By: Ronnie Perdue
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Prepared For:	Rachel Gardiner City of Richmond Heights 26789 Highland Rd		
	Richmond Heights	OH	44143
Project:	City of Richmond Heights- CITY HALL		
	457 Highland Road		
Quote Info:	Richmond Heights, Ohio 44143 Estimate Number (31223)		



Scope of Work:

Total Square Footage: (3,674 Flat Roof area)(5,800 SQ. FT. Shingle roof area)

- Pre-Job Inspection – Tour representative area(s) of roofing with West Roofing Systems and Owner's representative. Review roofing system requirements and finalize schedule.
- Set up warning lines/flags around staging area to ensure no unauthorized personnel accidentally enters the staging area.
- Remove all surface contaminants or other substances that may interfere with proper adhesion of new materials utilizing high-pressure water with a minimum pressure rating of 2,500 PSI.
- The existing roof will have a primer installed over the existing TPO roof membrane.
- The existing roof will be inspected, should areas of wet insulation be found there will be an additional cost of \$8.50 per square foot for removal and replacement.
- Existing metal edge cap will be left in place and incorporated into the new roof system.
- The existing seams and penetrations will be treated with a silicone mastic prior to the new coating system being installed.
- All roof top mechanical equipment, piping, vents, etc. will be masked prior to Coating.
- Apply Carlisle SeamlesSEAL ULTRA High Solids silicone topcoat. The topcoat will be applied per manufacturer specifications to achieve a minimum dry film thickness at approximately 25 mils.
- After all work is complete, we will remove all job-related debris and surplus materials and leave the premises in a neat and orderly condition.
- The project superintendent will be OSHA 30 hour trained in Construction & Health.
- Upon final completion of the project the Owner will be issued a (15)-year Full System Carlisle roofing warranty.

SHINGLE ROOF AREA SCOPE OF WORK

- Remove the exiting shingle's and felt paper and dispose of offsite.
- Remove the existing metal edge and dispose of offsite.
- The existing wood deck will be inspected, should areas of bad decking be found there will be an additional charge of \$10.00 per square foot for removal and replacement.
- Install new .040 aluminum perimeter edge metal.
- Install ice and water shield around the perimeter edge in 3 feet.
- Install new 30 pound felt paper over the entire wood deck area and fasten with cap nails.
- Install new ridge vent per the manufacturer's specifications.
- Install new GAF Camelot shingles per the manufacturer's specifications.
- Owner will be provided a 5-year contractors warranty and a GAF Manufactures 25-year warranty.

**NOTE:**

- *Pricing is based on prevailing wage scale.*
- *Pricing is based on the city being TAX Exempt, a tax-exempt number will need to be provided.*
- *Bond pricing is included in this proposal.*
- *Pricing is based on State Term Schedule #800897*
- *Owner is responsible for all permits.*
- *Owner must provide a water source for the cleaning portion of the project.*
- *Owner must provide adequate setup space for all equipment, materials, and dumpsters for the duration of the project.*
- *Owner is responsible for all electrical, mechanical, and plumbing should they be needed.*

Pricing:

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 30 days from the date of this proposal:

Services: Labor Pricing		Price:
LABOR AND MISC. TO COMPLETE THE PROPOSED SCOPE OF WORK		115,900.00
STATE TERM SCHEDULE #800897 PRICING		Price:
FLAT ROOF AREA		
800433-31 Carlisle Seamless Seal High Solids (200 Gal) @ \$115.25 gal.		\$23,050.00
800433-5 Henry Prograde 941 primer 35 Gal @ \$127.85		\$ 4,474.75
800433-7 Henry Pro-Grade 920 silicone caulk (40 Tubes) @ \$14.65 tube		\$586.00
800433-6 Henry Pro-Grade 957 Fibered mastic (20 Gal) @ \$115.55 gal		\$2,311.00
800433-36 Carlisle 15-Year System warranty 3,674 SF @ .28 per SF		\$1,028.72
SHINGLE ROOF AREA		
800433-319 GAF Camelot \$220.00 Each		\$12,100.00
800433-321 30 LB. Felt paper \$33.50 Each		\$1,876.00
800433-252 Alum .040 4" girth \$1.27 LF		\$444.50
800433-253 Alum .040 48" girth \$15.25 LF		\$3,812.50
800433-322 Ice & Water shield \$100.50 Each		\$5,829.00
800433-327 Roofing Coil Nails 1.5" \$60.30 Each		\$603.00
800433-328 Cap Nails for felt \$42.00 Each		\$840.00
800433-323 Continuous Style ridge vent \$148.00 Each		\$5,032.00
800433-324 Starter Shingles \$73.70 Each		\$1,474.00
800433-336 Trim Coil \$140.25 Each		\$2,805.00
TOTAL PRICING FOR STS MATERIALS PER SCHEDULE#800897		66,266.47
Total:		Price:
TOTAL COMBINED BUDGET PRICE WITH (STATE TERM SCHEDULE #800897 & LABOR)		\$182,166.47



All material will be installed according to specifications. All work to be completed in a professional manner per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, property damage, comprehensive liability and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

West Roofing Systems, Inc. safety statement: West Roofing Systems, Inc. may install tie-off brackets to the roof structure to allow West Roofing Systems, Inc. personnel to safely install the new roof. West Roofing Systems, Inc. will remove the tie-off brackets at job completion, or Customer has the option to leave tie-off brackets in-place. In the event that the Customer elects to keep the tie-off brackets in place after job completion, Customer shall be responsible for all repairs and maintenance for the tie-off brackets, and Customer shall indemnify and defend West Roofing Systems, Inc., its affiliates and its and their shareholders, officers, directors, employees, agents, successors and assigns, and hold them harmless, from and against any losses, liabilities, damages, judgments and expenses (including without limitation reasonable legal expenses and costs) sustained or incurred in connection with or as a result of claims or causes of action for the death or personal injury to persons or damage to property resulting from the use of tie-off brackets by persons or entities after job completion.

Due to escalating prices and volatility in the pricing of steel, isocyanurate, and petroleum-based construction products, the price set forth in this proposal/contract applies only to orders that are ordered and paid for within 90 days of the date of this proposal/contract. All other orders shall be subject to change based upon changes in the price of steel, isocyanurate insulation, and asphalt roofing products charged to West Roofing Systems, Inc.

Quality: All material is warranted to be as described in specifications.

Insurance: West Roofing Systems shall at all times, carry the following insurance coverage: General and Public Liability and Workers Compensation (limit as set by law). West Roofing Systems shall also require each of its subcontractors to carry liability insurance and Worker's Compensation. The Owner shall carry fire, tornado, and any and all other necessary property insurance on the above work.

Liens: West Roofing Systems shall promptly pay all sums owed to laborers, subcontractors, and materialmen who supply labor and/or materials for the work and shall indemnify, hold harmless, and defend the Owner and the property on which the work is located from mechanic's and materialmen's liens providing West Roofing Systems receives payment from the Owner in a timely manner.

Guarantee: West Roofing Systems hereby warrants that all services performed hereunder will be free from defects in workmanship for a period of one (1) year after completion of the job. West Roofing Systems must be given an opportunity to make an investigation and inspection of any asserted defects in workmanship which must be reported promptly in writing within ten (10) days of discovery and not later than ten (10) days after expiration of the warranty period. Materials are warranted as specified by individual manufacturers and not by West Roofing Systems unless specifically noted, and such warranty as to materials shall be subject to all of the terms and conditions of the individual manufacturer's warranty.

Building Codes: All work performed under this agreement shall comply with applicable building codes. Any additional work required by the Building Department beyond the agreement of this contract is not the responsibility of West Roofing Systems.

Independent West Roofing Systems: The relationship of Owner and West Roofing Systems created by this agreement shall be that of independent contractor and not one of joint venture, partnership, or employment.

Completion Date: West Roofing Systems shall complete all work required by this agreement by not later than the above specified date, as time is of the essence of this agreement. If West Roofing Systems is prevented from performing its obligations by reason of fire, flood, rain, windstorm, strike, shortage of materials, or other event beyond the control of West Roofing Systems, the time for completion set forth above shall be extended by a period equal to the period in which West Roofing Systems is so prevented from performing.

Asbestos and Other Hazardous Materials: It is the obligation of the Owner to determine if the structure covered by this contract contains asbestos and/or other hazardous materials. This proposal and contract does not include any provision (neither monetary provisions nor time schedule provisions) to cover the unforeseen hazards or additional work necessitated by removal of asbestos and/or other hazardous materials. If asbestos and/or other hazardous materials are discovered after



work is already in progress, and if the asbestos and/or other hazardous materials represent a changed condition from those described in the plans and specifications, then West Roofing Systems shall be entitled to additional compensation and an increase in time for completion of the project.

Finance Charges: Any contract payment or invoice amount not paid by the due date shall be considered delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per month on the outstanding balance. If steps shall be taken, whether by suit or otherwise, to collect any sum including interest which has become delinquent, the Owner agrees to pay all costs thereby incurred, including any reasonable collector's fees, attorney fees, and court costs.

Existing Conditions: We make no representation of existing conditions and assume no responsibility of condition for any of the Owner's equipment that may or may not be relocated or affected by our work, unless such conditions are caused by an act of negligence on our part.

Payment Terms: Full payment is due within 14 days of project completion. Any balance after 14 days will accrue at a rate of 1.5% monthly.

Hidden Defects: It is acknowledged that hidden structural defects, faulty wiring, substandard plumbing, or other defective components of the existing structure may need to be updated or replaced in order to properly complete the above-quoted work, and Owner further acknowledges and agrees that the cost and expense to correct such defects or conditions, if any, will be the responsibility of the property Owner.

Destructive Inspections: We have made thorough visual inspections of the existing structure and have made our analysis of the building methods and locations of covered systems. We have not made destructive inspections (that is, removing floors, walls, sidings, or other coverings) to reveal possible unknowns. In the event of a discovery of an unknown element or condition (not an oversight on our part), any additional costs involved shall be cost incurred by the property Owner.

Deliveries: It is acknowledged that West Roofing Systems shall need to have heavy trucks picking up and delivering materials for the above described work. The property Owner acknowledges this fact and releases West Roofing Systems from liability for possible damage to landscape; sprinklers; driveways (e.g. cracking or sinking); or sidewalks, where applicable.

Advertising: It is acknowledged that West Roofing Systems may install a sign to facilitate delivery of materials, as well as advertise. West Roofing Systems shall have the right to photograph its work and use the photographs for promotional purposes in brochures and other advertising media. West Roofing Systems shall not advertise client names unless prior approval has been obtained from the client. We shall add client names to the current Past Clients List, to be provided to potential clients, on request, as references and Owner agrees that it may be included on such Past Clients List.

Utilities: West Roofing Systems has not included costs for electrical, water, sewage, gas or telephone in the proposal. It is understood that West Roofing Systems shall have full use of the Owner's utilities during the process of construction, at no cost to West Roofing Systems, and that the Owner shall bear the costs of those utilities above and beyond the contract price agreed upon in this contract.

Materials Selection: We assume no responsibility for any delays caused by selection of materials that are not locally and immediately available.

Other Owner Responsibilities: As the building Owner, you can help to ensure that your project goes smoothly by doing the following: A) Designate one person to be the Owner's point of contact. This person shall be kept informed of the job's progress and shall be provided answers to questions as they arise. B) Direct all questions to West Roofing Systems lead man and avoid trying to resolve questions or problems with workers, subcontractors, vendors, or other individuals on or off the job site. C) Make any and all changes to the original contract in writing and ensure that an "Additional Work Request" form is completed and signed before those changes are made.

Specifications: We hereby propose to furnish all materials, except as noted, and perform all labor necessary for completion of the project as indicated in the above description, attached details, specifications and drawings.



WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY: EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT IN THE TERMS OF THE ABOVE GUARANTEE AND UNDER THE TERMS OF THE CONTRACTOR'S WARRANTY, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED OR STATUTORY, IS MADE BY WEST ROOFING SYSTEMS HEREUNDER REGARDING MATERIALS OR SERVICES PROVIDED BY WEST ROOFING SYSTEMS. WEST ROOFING SYSTEMS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO MATERIALS AND SERVICES PROVIDED BY WEST ROOFING SYSTEMS. WEST ROOFING SYSTEMS' ENTIRE AND EXCLUSIVE LIABILITY, WHETHER FOUNDED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE (A) FOR DEFECTS IN WORKMANSHIP UNDER THE TERMS OF THE GUARANTEE ABOVE SHALL BE TO REPAIR THE DEFECTIVE WORK AT NO CHARGE TO CUSTOMER, AND (B) FOR CLAIMS UNDER THE CONTRACTOR'S WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED IN, AND LIMITED BY, THE TERMS OF THE CONTRACTOR'S WARRANTY. WEST ROOFING SYSTEMS SHALL NOT BE LIABLE FOR BREACH OF WARRANTY WITH RESPECT TO MATERIALS PROVIDED, AND CUSTOMER'S SOLE REMEDY FOR DEFECTIVE MATERIALS SHALL BE AGAINST THE MANUFACTURER OF THE MATERIALS AS DESCRIBED IN, AND LIMITED BY, THE TERMS OF ANY APPLICABLE MANUFACTURER'S WARRANTY. WEST ROOFING SYSTEMS SHALL NOT BE LIABLE TO CUSTOMER IN ANY EVENT FOR (I) ANY OTHER DIRECT DAMAGES, OR (II) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE FOR INJURY TO PERSON OR PROPERTY, LOSS OF SALES, LOSS OF PROFITS, INCREASED COST OR EXPENSES OR CUSTOMER'S LIABILITIES TO THIRD PARTIES, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH DEFECTIVE MATERIALS OR SERVICES PROVIDED BY WEST ROOFING SYSTEMS HEREUNDER OR IN CONNECTION WITH CUSTOMER'S CLAIMS UNDER THE CONTRACTOR'S WARRANTY OR THE GUARANTEE.

Exclusion From Guarantee: The Guarantee and warranties made by West Roofing Systems hereunder shall not be applicable to, and West Roofing Systems shall not have any liability to Customer for, damages incurred by the Customer, including without limitation damages to Customer's roof, caused by, occurring during, or resulting from, a Natural Disaster (as hereinafter defined). West Roofing Systems shall not be obligated to repair the Customer's roof, or replace any part of the Customer's roof, in the event of the occurrence of any Natural Disaster. As used herein, "Natural Disaster" means any hurricane, tornado, earthquake, fire, flood, lightning strike, named storm or any other act of God.

Limitation of Liability: West Roofing Systems shall not be liable to Customer for (i) direct damages, other than those specifically described in this Agreement as obligations of West Roofing Systems (and such direct damages shall not, in any event, exceed the amount Customer paid West Roofing Systems for the materials and services), or (ii) any indirect, incidental, special or consequential damages, including without limitation any damages for lost sales, loss of production, lost profits, loss of goodwill, increased costs or expenses or for obligations or liabilities of Customer or Customer affiliates to its or their customers or any third parties, whether founded on warranty, contract, negligence or any other theory of liability, resulting from, in connection with or arising out of (1) West Roofing Systems' breach of or failure to perform its agreement with Customer, and/or (2) West Roofing Systems' breach of the terms of the Contractor's Warranty or the Guarantee and/or (3) West Roofing Systems' delay in performance of, or failure to perform, services, and/or (4) West Roofing Systems' delay in completion of the project which is the subject of this Agreement.

Assignment: Neither West Roofing Systems nor Customer may assign its respective rights or duties under this Agreement without the prior written consent of the other party.

Governing Law, Venue, Actions: The Agreement between West Roofing Systems and Customer shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice or conflict of law, rules or provisions (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio. Each of West Roofing Systems and Customer agrees to bring any action arising out of or related to this Agreement in a state court in Lorain County, Ohio or in a federal court which has jurisdiction over Lorain County, Ohio. Each of West Roofing Systems and Customer waives any defense of inconvenient forum to the maintenance of any action so brought. Should either West Roofing Systems or Customer initiate litigation with respect to the agreement between them, the prevailing party in any such proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such proceeding.



Entire Agreement: This Agreement constitutes a final and complete written expression of the entire agreement between West Roofing Systems and Customer, and are a complete and exclusive statement of that agreement. No part of the agreement between West Roofing Systems and Customer may be waived, modified or supplemented in any manner whatsoever (including a course of dealing or of performance or usage of trade) except by a written instrument signed by duly authorized officers of both West Roofing Systems and Customer. This Agreement shall control the sale and provision of services and materials by West Roofing Systems to Customer. The terms and conditions in this Agreement shall supersede and replace the terms, conditions and agreements in all Customer documents, including without limitation, Customer's Request for Quotation, Request for Proposal, Purchase Order, or any Customer documents or communications pertaining to Customer's purchase of services and materials from West Roofing Systems. To the extent there are additional or different terms and conditions in the Customer Documents or otherwise referenced by Customer in any manner whatsoever in connection with services and/or materials provided by West Roofing Systems, West Roofing Systems hereby expressly objects to, and rejects, those additional or different terms and conditions. Any such proposed additional or different terms and conditions from Customer shall be void and this Agreement shall constitute the complete and exclusive statement of the terms and conditions of the contract between West Roofing Systems and Customer for the sale of services and materials by West Roofing Systems to Customer.

Disclosure: The above prices, specifications, terms, and conditions are satisfactory and are hereby accepted. West Roofing Systems is hereby authorized to perform the work as specified. Payment shall be made as outlined above.

Acknowledgements: City of Richmond Heights acknowledges that they have read and received a legible copy of this agreement signed by West Roofing Systems, including Terms and Conditions, before any work has been performed, and that he/she has read and received a legible copy of every other document that the City of Richmond Heights has signed during the negotiation.

Signatures: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



WRS Approved Signature:

Ronnie Perdue

Customer Signature:

Date of Acceptance:

Locations

West Roofing Systems, Inc.
121 Commerce Dr.
PO Box 505
LaGrange, OH 44050
1-800-356-5748

West Roofing Systems, Inc.
530 Bonifacius Rd.
PO Box 908
Tunnel Hill, GA 30755
1-800-356-5748

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