

From: **Whittaker, Frank M** <frank.m.whittaker@wv.gov>
Date: Tue, May 9, 2023 at 8:53 AM
Subject: Re: Emergency Request - Roof - WVSDDB (0403)
To: Tabitha Crist <tabitha.crist@k12.wv.us>
Cc: Totten, Mark L <mark.l.totten@wv.gov>, Hager III, Joseph E <joseph.e.hageriii@wv.gov>, Atkins, Mark A <mark.a.atkins@wv.gov>

Ms. Christ,

Your request for emergency roof repair/replacement is approved. This is not an approval to contract with any particular firm. Please obtain 3 bids where possible and document your file. Please follow all emergency procedures outlined in the Purchasing Division Procedures handbook and return all supporting documentation to this office for completion within 30 days of this approval.

On Mon, May 8, 2023 at 4:08 PM Tabitha Crist <tabitha.crist@k12.wv.us> wrote:
Mr. Whittaker,

Please see our attached requestion and let me know how best to proceed.

Thank you,

Tabitha J. Crist, CPA, MBA

Finance Manager
WV Schools for the Deaf and Blind
WV Schools for Diversion and Transition

1900 Kanawha Boulevard, East
Charleston, WV 25305-0330
304.558.8833 ext 53098 P
304.558.2790 F
wvde.us

[f | t | YT](#)

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Frank Whittaker, CPPB, NIGP-CPP

Assistant Director

West Virginia Purchasing Division

2019 Washington Street, East

Charleston, WV 25305

(304) 558-2316

frank.m.whittaker@wv.gov



The West Virginia Schools for the Deaf and the Blind

Established 1870
301 EAST MAIN STREET
ROMNEY, WEST VIRGINIA 26757
Telephone - 304-822-4800

Mr. Frank Whittaker
Assistant Director
2019 Washington St E
Capitol Complex, Building 15
Charleston, WV 25305

Mr. Whittaker,

On or about May 1, 2023, during a routine walkthrough, the facilities staff at the West Virginia Schools for the Deaf and the Blind discovered the roof in an unoccupied building was leaking profusely. This roof is regularly monitored and has had maintenance over the last year as it is in our five-year plan to replace. Our hope was to have it patched until we could get a package together to formally bid the roof replacement. We had three companies come to give us a price to patch or repair the area; however, all three companies are of the opinion that the heavy snow and ice this winter, coupled with the rainy spring has caused the roof to fail much sooner than anticipated and cannot be repaired. The roof is currently tarped to the best of the staff's ability to minimize further damage.

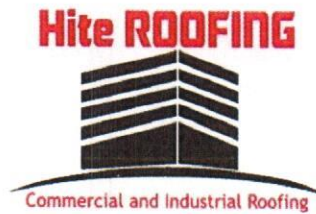
All three companies provided us with quotes, which are included, and are \$38,500, \$57,168, and \$69,840. The vendor with the lowest quote does not appear to include some of the materials or work listed in the other quotes and we are concerned the vendor will ask for a change order to increase the price above the second quote shortly after beginning work to include those items. The lowest quote also does not include a workmanship warranty as the other two do. As for completion of the roof, the second lowest bidder believes they can better secure the roof within 5 days after award, order materials and begin site work within 12 days after award and estimates the work can be completed within 20 days of award. The highest bidder gave a similar timeline. Both companies base their timeline on the weather permitting the work to proceed. As May 8, 2023, the lowest bidder has not yet responded to our request to provide a timeline. Based on the above, we are requesting an emergency award to Mecklenburg Roofing, Inc, the second lowest bidder for roof replacement.

Thank you for considering our request.

A handwritten signature in cursive script that reads "Tabitha J. Crist".

Tabitha J. Crist
Chief Financial Officer, West Virginia Schools for the Deaf and the Blind

Phone - 301-729-0920
Fax - 301-729-0163
Randy Rice – President
Scott Rice - Estimator



Hite Associates, Inc.
TIA Hite Roofing
P.O. Box 1273
Cumberland, MD 21501-1273

May 2, 2023

West Virginia Schools for the Deaf and the Blind
301 East Main Street
Romney, WV 26757

RE: Elementary Education Building Roof Damage (50'x80')

Gentlemen:

Hite Associates, Inc. is pleased to present our proposal to provide all labor, materials, equipment, supervision, and any other incidentals necessary to perform and complete the following scope of work.


SCOPE OF WORK

- Remove EPDM Membrane from Damaged Area (50'x 80') and dispose of the same. Existing insulation will remain in place.
- Install New Versico Fully Adhered .060 EPDM Membrane complete with all necessary flashings and terminations. EPDM will extend up parapet walls and be terminated under existing counter-flashing.
- We will inspect the entire roof area while on site and make any necessary repairs. (i.e. fasteners backing out through the membrane, slices, punctures)

LUMP SUM PRICE \$ 38,500.00

We hope this proposal meets with your approval. Should you have any questions, please don't hesitate to call.

Sincerely,
HITE ASSOCIATES, INC.



Randy S. Rice
President

Mecklenburg Roofing, Inc.
3232 Oak Lake Blvd.
Charlotte, NC 28208
Phone: (704) 329-0695
Fax: (704) 329-0697



Since 1973

RE-ROOF PROPOSAL

Jacob Bonar
WV Secondary School for the Deaf
301 E Main St, Romney, WV 26757

May 4, 2023 *rev.*

RE: Roof Proposal for WV School for the Deaf

Dear Jacob,

Thank you for the opportunity to furnish you a proposal on the above mentioned project. We have examined the roof area and propose the following scope of work:

- Remove and properly dispose of existing roof system
- Replace approximately 20 sq of wet insulation
- Remove all abandoned pitch pockets with conduit/piping
- Install new 1/2" per foot cricket with 8' sumps at drains to ensure positive drainage
- Mechanically fasten one layer of High Density cover board over insulation
- Furnish and install new .060" fully adhered EPDM roof system complete with accessories
- Flash all vertical surfaces with .060" EPDM according to manufacturers recommendations
- Fill all pitch pans located on roof with hot bitumen topped with non-shrinkage pourable sealer
- Scope of work includes contractors 2 year workmanship warranty

PRICE: \$ 57,168.00

ACCEPTED:

Firm/Owner: _____

Mecklenburg Roofing, Inc.

By _____

By _____

Title _____

Title John Michael Withrow

Date _____

WV Contractors License # 11578



TRI-STATE Roofing & Sheet Metal Company

221 Plum Run Road, Ridgeley, WV 26753
Phone: (304) 738-0502
Fax: (304) 738-0505
E-mail: cumberland@tri-stateservice.com
www.tri-stateservicegroup.com

Contractors for:
Roofing and Roof Repair Service
Emergency Services
Industrial Sheeting
Sheet Metal Fabrication and Erection
HVAC/Mechanical Systems and Service
Design Build

WV Contractor's License: #WV053077

To: WV Schools for the Deaf & Blind
301 East Main St
Romney, WV 26757

Date: May 1, 2023

Attn: Mr. Jacob Bonar
jacob.bonar@k12.wv.us

Re: Emergency Roof Membrane Replacement
Elementary Deaf Building &
Connector Bridge Building

Note 1: In the event the price of any materials, freight, products, or labor to be used in this work should increase 5% or greater from the price at which the material/product, freight or labor was available to the contractor at the time of submission of this proposal, then the price quoted shall be increased to reflect the additional cost.

DESCRIPTION OF WORK TO BE PERFORMED:

Adhered EPDM Roof System

- Remove existing deteriorated EPDM membrane only.
- Mechanically fasten one (1) layer of ½" HD SecureShield Coverboard over the existing polyisocyanurate insulation
- Any deteriorated insulation to be replaced on a time and materials basis.
- Adhere new .060 black non-reinforced EPDM over roof area.
- Flash all parapets, walls, & penetrations with EPDM.
- Terminate at top of parapet with .040 aluminum counterflashing just below existing metal coping; Metal coping to remain.
- Provide installers two (2) year warranty.
- Remove all roof related debris associated with this project.

SIXTY-NINE THOUSAND EIGHT HUNDRED FORTY DOLLARS\$69,840.00

ACCEPTED:

Firm/Owner: _____

TRI-STATE ROOFING & SHEET METAL COMPANY

By: _____

By: Kenneth E. Hanson

Title: _____

Title: Vice President

Date: _____

Date: May 1, 2023

The terms and conditions set forth on the reverse side are a part of this proposal and contract. This Proposal is subject to revision or withdrawal by Tri-State until communication of acceptance and may be revised after communication of acceptance where an inadvertent error by Tri-State has occurred. This Proposal expires thirty (30) days after the date stated above, unless Tri-State Roofing & Sheet Metal Company expressly agrees to an extension in writing.

(See reverse side for terms and conditions)

TERMS & CONDITIONS

1. **Acceptance.** This Proposal and the plans, specifications and such other documents, if any, as are referenced on the face of this Proposal shall constitute the entire agreement between the parties. If acceptance of this Proposal is conditioned upon any additional or inconsistent terms and the parties cannot agree on mutually acceptable terms and conditions, then in such event AIA Standard Form of Agreement and AIA Document A201, General Conditions of the Contract for Construction 2007 edition, shall be used.

2. **Nature of Work.** Tri-State Roofing & Sheet Metal Company ("Tri-State") shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Tri-State does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to provide a proper design, which complies with applicable building code requirements, is consistent with desired fire and wind uplift resistance ratings, and includes a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Tri-State, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tri-State is not responsible for any loss, damage or expense due to defects or omissions in plans or specifications or building code violations unless such damage results from a deviation by Tri-State from what is specified. Tri-State is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, deck deflection or existing deck conditions.

3. **Drainage.** Tri-State does not evaluate adequacy of roof drainage. The owner should retain an architect, engineer or other design professional to evaluate and determine proper drainage design and compliance with applicable plumbing codes, including secondary drainage. Tri-State disclaims interior damage caused by water entry due to pre-existing conditions including, but not limited to structural deficiencies, clogged drains, scuppers or downspouts, ponding or standing water, leaking skylights, leaking penetrations, or leaking in the existing roof system and flashings. The owner should regularly inspect all roof drains and scuppers (both primary and secondary), and downspouts to determine that drainage is not impeded.

4. **Deck Conditions.** Customer warrants that structures on which Tri-State is to work are in sound condition and capable of withstanding roofing construction, equipment and operations. In the event that roofing is to be installed over a concrete or other wet deck or substrate, the determination as to when the concrete or wet substrate is sufficiently cured and dried so that roofing materials can be installed without potential future adverse effect shall be made by the General Contractor or other Owner approved representative. Tri-State is not responsible for the effects on the roofing materials of residual moisture in concrete decks. Tri-State recommends that roofing not commence until probes in concrete decks show that moisture content is no greater than 75% RH. Tri-State is not responsible for adhesion to concrete decks. Tri-State is not responsible to evaluate the concrete mix, drying characteristics or effect of the substrate on the roofing and for water intrusion while the deck is drying. Tri-State's commencement of roof installation indicates only that Tri-State has visually inspected the surface of the deck for visible defects or deficiencies. Tri-State is not responsible for the quality of construction, structural sufficiency, undulations, durability, fastening, moisture content, suitability, or physical properties of the roof deck or other trades' work or design. Tri-State is not responsible to test or assess moisture content of the deck or substrate.

5. **Asbestos and Toxic Materials.** This proposal is based on Tri-State's not coming into contact with asbestos-containing or toxic materials. Tri-State is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Tri-State shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Tri-State from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

6. **Mold.** Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Tri-State if Owner believes there are roof leaks. Tri-State is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tri-State from claims due to indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold or deterioration of Air Quality.

7. **Payment.** Payment by credit card is not permitted, unless agreed to by Tri-State. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Tri-State by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Tri-State shall be entitled to recover from Customer all costs of collection incurred by Tri-State, including attorney's fees, resulting from Customer's failure to make proper payment when due. Tri-State's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global ("FMG"), including wind uplift testing.

8. **Insurance.** Tri-State shall carry worker's compensation, automobile and commercial general liability and such other insurance as required by law. Tri-State will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, without a deductible, including the labor and materials furnished by Tri-State, covering fire, windstorm, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to Tri-State shall not be withheld by reason of any damage or claim against Tri-State covered by liability or property damage insurance maintained by Tri-State. If Customer requires and Tri-State agrees to name Customer or others as additional insureds on Tri-State's liability insurance policy, Customer and Tri-State agree that the naming of Customer or other parties as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tri-State and is not intended to make Tri-State's insurer liable for claims that are due to the fault of the additional insured.

9. **Working Conditions.** Tri-State shall not be charged for reasonable use of job utilities and services, watchmen and security, sanitary facilities, temporary structures, or general office expense or other prorated expenses of any description.

10. **Interior Protection.** Tri-State is not responsible for damage caused by the elements during the course of the work, including leakage through the existing roof or other portions of the building that have not yet been re-roofed by Tri-State. Customer acknowledges that re-roofing of an existing building or substantial repairs may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tri-State shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify occupants and tenants of roofing work and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tri-State harmless from claims of tenants who were not so notified and did not provide protection.

11. **Roof Projections.** Tri-State will flash all projections through roofing that are shown on the architectural plans provided to Tri-State and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Tri-State not shown on the plans provided to Tri-State prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Tri-State shall be compensated at its customary time and material rates for performing such additional work.

12. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Tri-State shall be valid unless previously authorized in writing by Tri-State and unless written notice is given to Tri-State within ten (10) days of the event, act or omission which is the basis of the backcharge.

13. **Availability of Site.** Tri-State shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tri-State shall not be required to begin work until underlying areas are ready and acceptable to receive Tri-State's work and sufficient areas of roof deck are clear and available for continuous full operation until job completion. The expense of any extra trips by Tri-State to and from the job as a result of the job not being ready for the Work after Tri-State has been notified to proceed will be charged as an extra.

14. **Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where Tri-State will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Tri-State's employees. Tri-State's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Tri-State will be installing the new roof. Owner will indemnify Tri-State from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Tri-State's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Tri-State is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Tri-State and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Tri-State is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold Tri-State harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof. Tri-State is not responsible for and shall be compensated for additional costs incurred due to the existence of utilities, damaged or wet insulation, deteriorated deck or other subsurface or latent conditions not disclosed in writing to Tri-State and specifically referenced on the face of this proposal.

15. **Mechanic's Lien and Payment Bond.** Tri-State shall be entitled to file a lien if payment to Tri-State is not made. If a payment bond is issued, a copy of payment bond shall be furnished to Tri-State upon request.

16. **Warranty.** Tri-State's work will be warranted by Tri-State in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Tri-State's standard warranty is attached or, if not, will be furnished upon request. **TRI-STATE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tri-State. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. If solar panels or green roofing materials are installed on the roof, Customer will be responsible for deconstructing or removing such panels or materials at customer's expense to allow Tri-State to perform roofing work or respond to warranty requests.

17. **Wind Loads or Uplift Pressures.** To the extent specifications reference wind loads or uplift pressures, Tri-State relies upon the Design Professional to specify appropriate materials and components, including deck construction to obtain the desired wind uplift capacity. If wind load or uplift pressures are specified but Owner has not retained a Design Professional, Tri-State will install insulation and membrane materials that have been listed either by FMG, the membrane manufacturer or others as having been tested and found to meet the designated load or uplift pressure. Tri-State itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

18. **Right to Stop Work.** The failure of Customer to make proper payment to Tri-State when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Tri-State, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Tri-State shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Tri-State shall be increased by the amount of Tri-State's reasonable costs of shut-down, delay and start-up.

19. **Damages and Delays.** Tri-State is not responsible for damage done to Tri-State's work by others. Any repairing of the same by Tri-State will be charged as an extra. Tri-State will not be responsible for roof damage or impaired performance or diminished roof life expectancy due to installation of solar equipment or green roofing materials, whether such damage occurs during or after installation Tri-State shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Tri-State. Tri-State shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Tri-State's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

20. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

21. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The extent of oil-canning and the appearance of the panels will vary depending on factors such as panel length and color, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Tri-State. Tri-State is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

22. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tri-State. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tri-State harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

23. **Dispute Resolution.** If a dispute shall arise between Tri-State and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tri-State, including a claim alleging any breach of this contract or negligence by Tri-State must be initiated no later than two (2) years after Tri-State performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of the Tri-State.

24. **Material References.** Tri-State is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

25. Tri-State shall have the benefit of all rights, remedies and redress against the Contractor, which the Contractor has against the Owner, as provided in the Prime Contract. Acceptance of payment shall not constitute a waiver of Tri-State's rights.