

RESOLUTION NO. 2023 - 66

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO CONTRACT WITH GARLAND/DBS, INC. THROUGH EQUALIS GROUP FOR REPAIRS TO THE PARMA HEIGHTS SERVICE GARAGE ROOF, AND AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THOSE REPAIRS, AND DECLARING AN EMERGENCY

WHEREAS, on July 15, 2014, the City of Parma Heights became a member of the Sourcing Alliance [now known as Equalis Group], a purchasing cooperative; and

WHEREAS, Garland/DBS, Inc. is listed as a cooperative purchasing contractor with Equalis Group, a vendor of Roofing Products, Systems and Services; and

WHEREAS, Garland/DBS, Inc. received three (3) informal bids to perform the work as may be described in the specifications; and

WHEREAS, Garland/DBS, Inc. submitted a roofing material and services proposal on September 5, 2023, listed as Exhibit "A", attached hereto, and made a part hereof as though fully rewritten; and

WHEREAS, Garland/DBS, Inc. submitted a purchase order regarding AW Farrell & Son, Inc. on September 18, 2023, listed as Exhibit "B", attached hereto, and made a part hereof as though fully rewritten; and

WHEREAS, Council may authorize the Agreement through the City's membership in the Sourcing Alliance [now known as Equalis Group], a purchasing cooperative, pursuant to Article V Sections 1 and 6 of the Charter, and Ohio Revised Code Section 9.48 without a competitive bidding process, and also because the need to complete this project before the end of the year, if possible, creates a real and present emergency.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is hereby authorized and directed to contract with Garland/DBS, Inc. through Equalis Group for repairs to the Parma Heights service garage roof, pursuant to the forms identified as Exhibit "A" and Exhibit "B" attached hereto, and made a part hereof as though fully rewritten.

Section 2: The Administration is hereby authorized and directed to expend funds in the amount of \$199,916.00, subject to incidental change orders, for repairs to the Parma Heights service garage roof, pursuant to the forms identified as Exhibit "A" and Exhibit "B" attached hereto, and made a part hereof as though fully rewritten.

Section 3: The Administration is hereby authorized and directed to execute all necessary agreements and to take any further actions necessary to contract for the needed repairs identified in Exhibit "A" and Exhibit "B" attached hereto, and made a part hereof as though fully rewritten.

Section 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 5: This Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to make immediate repairs to the Parma Heights service garage as soon as possible, creating a real and present emergency; wherefore, this Resolution shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: September 25, 2023 Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen September 25, 2023
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: September 25, 2023 Ma. Gallo
MAYOR MARIE GALLO

EXHIBIT A



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Parma Heights
Service Garage
Parma Heights, OH 44130

Date Submitted: 09/05/2023
Proposal #: 91-OH-230087
RFP # COG-2133

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Cooperative Purchasing Agreement with Cooperative Council of Governments and Equalis Group.

Scope of Work: Section B

1. Wet vac the entire roof.
2. Adhere 1/2" Dens Deck to existing roof system.
3. Install specified base and cap sheet.
4. Flood coat with Black Knight and gravel. Use 5 gal per square on the flood coat and 400 lbs per square of pea gravel.
5. Keep metal coping in place and install slip metal around perimeter.
6. All units specified at the pre-bid meeting are to be raised.

Scope of Work: Section E

1. Mechanically fasten 1/2" Dens Deck through existing roof system.
2. Install specified base and cap sheet.
3. Keep metal coping in place and install slip metal around perimeter.
4. All units specified at the pre-bid meeting are to be raised.
5. Skylights are to be removed, flashed, double sided butyl tape to be installed around curb to allow for a nice compression seal for skylights.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

EXHIBIT B



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
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PURCHASE ORDER

Purchase Order No: 91-OH-230087(T)

Date Issued: 9/18/2023

Issued To:

Contact:

A W Farrell & Son Inc.
13200 Broadway Ave
Garfield Hts, OH 44125

David Meyer
440-498-3800
david.meyer@awfarrell.com

1. This Purchase Order is being issued as a Sub-project to the terms and conditions of the Continuing Services Agreement CSA # 12-22-2021. **In the event of conflicts or inconsistencies between this Purchase Order and the CSA, the terms of the CSA shall control.**
2. Provide the supervision, labor, all materials, tools, and equipment necessary to complete the **City of Parma Heights Service Garage Roofing Project (Sections B and E) located in Parma Heights, Ohio and referred to as Garland/DBS, Inc. Project# 91-OH-230087.**
 - a. DBS will order Garland material for the project. Reference Garland/DBS, Inc. Purchase Order Number: **91-OH-230087.**

Garland/DBS, Inc. will purchase the Garland Material ordered by the contractor and pay for the Freight for the project based on the Garland material list provided at bid time. The cost of Garland Materials including freight for the project which Garland/DBS, Inc. will purchase is not included in this Purchase Order is:

 - i. The cost for Garland materials shall not exceed: **\$81,300.00**
 - b. Any additional Garland Materials, Freight, and/or Other Manufacturer's materials necessary to complete the project will be the Subcontractor's responsibility to purchase.
3. Field work to start within (3) business days after receipt of authorization from the Garland/DBS, Inc. Project Manager. **The project must be completed on or before date agreed upon at preconstruction meeting.** All work shall be completed per the Garland Representative direction in coordination with the client.
4. Provide the following prior to the start of work:
 - a. Current Contractor's License
 - b. W-9 Form & Certificate of Insurance(s)
 - i. **\$10m insurance required for torch work**



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10. For any Project where the Subcontractor is going to request progress payments, an application for payment utilizing the AIA Application and Certificate of Payment G702 and G703 format shall be used. On or before the **25th day of the month**, Subcontractor shall submit for Contractor's review and approval its Application for Payment requesting payment for all Work performed and projected through to the end of the month. The Application for Payment shall be accompanied by an updated Schedule-of-Values. Subcontractor Application and Certification for Payment received by the Contractor after the 25th of the month shall not be process for payment until the next months pay application submission to the Owner.
11. Garland/DBS, Inc. shall retain, out of each payment due to the Subcontractor, five percent (5%). Payment of the retained monies will be issued no earlier than 30 days after final acceptance of the Project by the owner and upon receipt of a final invoice for the retained monies.
12. Garland/DBS, Inc. shall have no obligation to make a progress payment for any invoice until such time as Garland/DBS, Inc. receives:
 - a. All Items listed above in Article 4
 - b. Daily Reports Covering the Progress Payment Period
 - c. Project Progress Photographs
 - d. Safety Meeting Minutes ("Tool Box")
 - e. Certified Payroll Reports Covering the Progress Payment Period
 - f. Partial Lien Waivers
13. Payment will be made within 45 days for all work completed and accepted by the Garland/DBS, Inc. Project Manager.
 - a. All payments may be withheld if Items in Article 10 above have not been received.
 - b. Deductions may be made from a payment in proportion to the amount of work that is not accepted at the time payment is issued.
 - c. ACH payment authorization form attached. Please complete and return to dbsap@garlandind.com
14. Provide Certified Payrolls validating that appropriate wages have been paid. Certified Payroll should be submitted in the U.S. Department of Labor Certified Payroll format and submitted with the Subcontractors Application for Payment. **Please Note:** Any week in which no work has been performed will require a certified payroll stating "No Work Performed This Week". The final Certified Payroll Report for the Project must be marked **FINAL**. Davis Bacon Prevailing wage rates and requirements are applicable to this project due to the customer's use of ESSER Funds.



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Scope of Work: Sections B and E

Per attached **Exhibit A** – Project Manual

***Note:** The City of Parma Heights intends to also proceed with Sections C and D. A purchase order will be furnished to Garland/DBS, Inc. in January 2024. Once the PO is received, Garland/DBS will release the Garland materials and issue a change order to AW Farrell for \$217,600.00.

Lump Sum Total Amount: Ninety-Nine Thousand Dollars and Zero Cents.....\$99,000.00

CONTRACTOR:
Garland/DBS, Inc.

SUBCONTRACTOR:
A W Farrell & Son Inc.

(Signature) (Date)

(Signature) (Date)

Ron Seitz – Project Manager

(Printed name and title)

(Printed name and title)

All Invoices must be submitted via e-mail to DBSAP@garlandind.com to ensure a timely and accurate payment. The proper Waiver must be enclosed with the invoice.



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**FINAL WAIVER OF LIENS AND CLAIMS,
 AND AFFIDAVIT OF PAYMENT**

For and in consideration of the sum of \$ _____ (the "Final Payment"), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, being paid by Garland/DBS, Inc. ("Contractor") to _____ ("Lower-Tier Claimant"), which sum represents the total amount due and payable to Lower-Tier Claimant for all work performed and materials and services furnished in furtherance of the construction improvement project known generally as the _____ Project located in _____ County, ____ (the "Project"), Lower-Tier Claimant unconditionally waives and releases any and all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against Contractor, the Project owner(s), the Project, the project lessees, Contractor's payment bond surety, or any person or entity relating in any manner whatsoever to the Project. Lower-Tier Claimant acknowledges and represents that the Final Payment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, retainage, accrued interest, fringe benefits, union dues, and impact claims), and that no additional sum is or will hereafter be claimed due by Lower-Tier Claimant for such work, services or materials against or from any person or entity, including without limitation the Project owner(s), the Contractor, the Project, Contractor's payment bond surety, or any Project lessee(s).

Lower-Tier Claimant further represents and warrants that it has paid all of its laborers, sub-subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Final Payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Lower-Tier Claimant for the Project to fully and completely resolve all of Lower-Tier Claimant's Project-related debts. Lower-Tier Claimant understands that the representations and warranties in this instrument are a material inducement to Contractor's release of Final Payment to Lower-Tier Claimant.

This Final Waiver and Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds. The consideration received is exchange for this Final Waiver and Release of Lien, when received, is designated by Payer to be applied to the following:

DATE: _____, 20____

 [Name of Lower-Tier Claimant]

By: _____

Its: _____

State of _____)
) SS:
 County of _____)

Before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of Lower-Tier Claimant, this ____ day of _____, 20____.

 Notary Public
 My Commission Expires: _____



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Interim COVID-19 Guidelines for all Garland/DBS, Inc. Projects

At Garland/DBS, Inc. (“GDI”), the health, safety and well-being of our employees, customers, and subcontracting partners are our top priorities. Like all businesses, we are continuing to monitor the COVID-19 outbreak. Our corporate staff are meeting daily to stay on top of the recommendations from the appropriate regulatory agencies so that they can be implemented immediately.

These interim COVID-19 guidelines are based on what is currently known about this disease. This information and guidance were obtained by the U.S. Centers for Disease Control (“CDC”), the World Health Organization (“WHO”), and the Department of Health (“DOH”). As this issue progresses, DBS will likely update this guidance. This guidance will be implemented by DBS, and it is our expectation that our subcontractor partners will implement measures that are at least as protective as those outlined below. Many project owners may issue their own guidelines for their employees and those working on their sites. However, it is our expectation that the all parties adhere to these requirements to ensure all projects are completed with the safest possible working conditions.

Interim Guidelines

- Individuals must implement conference calls, video conferencing and other technologies to reduce potential exposure instead of face-to-face meetings.
- Individuals must maintain at least six-foot social distancing from others.
- Individuals must cover coughs or sneezes into the sleeve of the elbow, not hands.
- Regularly clean high-touch surfaces or tools.
- Individuals must abstain from shaking hands.
- Individuals must wash hands with soap and water for at least 20 seconds as frequently as possible or use hand sanitizer. All sites must have hand washing stations and/or hand sanitizers available to all workers.
- If any individual on site has tested positive for COVID-19 or encountered someone known to have tested positive for COVID-19, they must remain at home and immediately notify DBS.
- All individuals experiencing symptoms consistent with COVID-19 (e.g. fever of over 100°F, cough, and shortness of breath) must stay home and immediately notify their employer, DBS as well as their health care provider.
- No unnecessary visitors are allowed on site.
- You are responsible for taking temperatures of your employees prior to coming on-site each day. If you are not able to take your employees temperature, your employees must take their own temperature prior to coming to work each day. Any employee registering a fever of 100°F or more shall be excluded from the premises for at least 14 days or until provision of a negative test result for COVID-19 and flu.
- Always comply with CDC, WHO, and DOH recommendations.

We will be monitoring this situation closely and may implement further measures as federal, state and local officials provide additional guidance. We will make every effort to keep jobsites operational for our customers. However, in some circumstances local officials or building owners may request we close projects. We appreciate the understanding, support and cooperation during this outbreak.

If you have any questions regarding this interim guidance, please do not hesitate to contact the DBS Project management team at dbspm@garlandind.com.