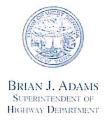
## TOWN OF WEST SENECA



TO: The Honorable Town Board

FROM: Brian Adams

DATE: June 9, 2021

RE: Roof Replacement: 211 Harlem Road and 12 School Street

Dear Honorable Town Board Members:

Please see the attached quotes received for roof replacements on the maintenance building at Harlem Road Park (211 Harlem Road) and the Metz House located at (12 School Street) both roofs are in dire need of replacement and should be addressed as soon as possible. Please note quotes were requested from local roofing companies Expert Contracting, Sahlem's Roofing, Buffalo's Best Roofing and Kaz Company.

Buffalo's Best Roofing-\$12,500.00 (verbal quote) 211 Harlem Road

\$12,500.00 (verbal quote) 12 School Street

Expert Contracting-\$15,500.00 (written quote) 211 Harlem Road

\$10,500.00 (written quote) 12 School Street

Sahem's Roofing-\$12,500.00 (written quote) 211 Harlem Road

\$11,900.00 (written quote) 12 School street

Kaz Company- N/A

Please allow the Highway Superintendent to accept the quote from Sahlem's roofing as the low bidder to complete the work at 211 Harlem Road. Funds will be available in budget line 1.9950.975. Also allow the Highway Superintendent to accept the quote from Expert Contracting as the low bidder to complete the work at 12 School Street. Funds will be available in budget line 1.7420.0445

Sincerely,

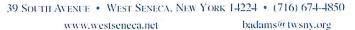
Brian Adams

Superintendent of Highways

THEMTSIASED

MOUNTAINES

CALL THE CAL





Fully Free Insured Estimates	
2260 Southwestern Blvd. West Seneca, NY 14224-4423 (716) 662-0062 FAX 662-5743 website: www.sahlems.com email: info@sahlems.com	CELL PHONE FAX #
City - State - Zip	- Badans@ Twsny. Dora
We hereby submit specifications for: * * * * * Furnish Labor at	
Remove existing roofing to deck and haul a Install Lifetime Architectural Roo Color: M	
To include:  ☐ Ice Shield at eaves - wrap down to face boar ☐ Aluminum metal edge - cap with ice shield ☐ Synthetic underlayment ☐ New pipe boots ☐ 3' Ice Shield at wall flashing	
<ul> <li>☑ Double line valleys</li></ul>	ey
☐ Patch roof vents ☐ New roof vents ☐ Install new ridge vent ☐ Skylight ☐ New ☐ Reseal (No ☐ Satellite Dish resealed and realigned by othe ☐ Driveway Waiver (Delivery truck allowed on ☐ Delivery truck NOT allowed on driveway Ad ☐ New .032 seamless aluminum gutter on hidd	rs driveway) d: \$
☐ Year Labor Warranty ☐ Price Based on layer(s) Additiona ☐ Deck replacement 1/2" if needed Add: \$ 3/4" if needed Add: \$	per 4' x 8' sheet  per 4' x 8' sheet
Additional Notes: Price closes not I	Total Cost \$ /2,000
>	
S TOTAL PRICE, to be paid to Seller by Buyer.	This contract is your invoice for work performed and due immediately. If not paid in full in 7 days a 1% finance charge will be assessed bi-monthly and after 30 days will be sent to a collection agency. We report to all major credit reporting agencies and reply to all credit reference
S DOWN PAYMENT DUE UPON SIGNING OF CONTRACT  S Final Payment due upon substantial completion of work	requests. INITIALS IF PAYMENTS ARE NOT MADE AS SPECIFIED
All materials and goods to be supplied in connection with this Contract are hereinafter referred with, and described in this Contract are hereinafter referred to as "Services". All Goods provided on the front and back of this Contract.  Acceptance by the Buyer shall constitute a Contract between and be binding upon the parties terms and conditions contained herein. No representation, promise, agreement, statement or cofforms, stationery, order forms or any other writing purporting to be an offer, acceptance or one agreed to in writing by both Seller and Buyer. Modificationshereto are void unless in writing a Contract shall arise until Seller approves Buyer's credit and notifies Buyer of such approval or of the contract shall arise until Seller approves Buyer's credit and notifies Buyer of such approval or of the contract shall arise until Seller approves.	to as "Goods", and all labor supplied by Sahlem's Roofing & Siding, Inc. in connection and Services performed shall be governed by the terms and conditions contained in the provision of the contract is expressly conditioned upon assent to all of the partrary provision made by any party or source, or contained in any literature, warranty tract, or any part thereof, shall become a part of this Contract unless contained herein and signed by Saller's authorized representative. None of Saller's obligations under this commences performance hereunder, whichever occurs first.
Date Accepted	oposal void if not accepted by
	ahlem's Roofing & Siding, Inc.
You, the Buyer, may cancel this transaction at any time prior to midnight of Notice of Cancellation form for an explanation of this right.	the state explicit informed of my right to cancel.
I, the Buyer, acknowledge receipt of this Notice of Cancellation and confirm to WORKMEN'S COMPENSATION AND CONTRACTOR'S LIABILITY INSURANCE WORKMEN'S COMPENSATION AND CONTRACTOR'S CORV.	SE SHALL BE LIMITED TO THE INSURANCE COVERAGES PROVIDED.  Additional Notices to Owner on reverse

Free Estimates	Dans No. of Dans	
2260 Southwestern Blvc West Seneca, NY 14224-4423 (716) 662-0062 FAX 662-5743 website: www.sahlems.com email: info@sahlems.com	CONTRACT BE 1	
Address  City - State - Zip	EMAIL ADDRESS	
We hereby submit specifications for: * * * * * Furnish Labor	and Material *****	
>Remove existing roofing to deck and haul		
Install Lifetime Architectural Ro	_	
🔀 Color: i	Mfr:	
To include:		
Ice Shield at eaves - wrap down to face bo		
Aluminum metal edge - cap with ice shield		
□ Synthetic underlayment		
New pipe boots	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
☑ 3' Ice Shield at wall flashing		
☐ Double line valleys		
New chimney flashing ☐ Reseal chim	iney Copper	
Reseal heat stack		
✓ Patch roof vents □ New roof vents		
☑ Install new ridge vent		
☐ Skylight ☐ New ☐ Reseal (N		
☐ Satellite Dish resealed and realigned by oth		
☐ Driveway Waiver (Delivery truck allowed o		
☐ Delivery truck NOT allowed on driveway A		
	Iden screw hanger and new 2x3 downspouts	
	aciliavara Addi C. par lavar	
Deck replacement 1/2" if needed Add: \$	per d' y 8' sheet	
3/4" if pooded Add: \$	5 90 70 per 4' x 8' sheet	
5/4 li lieeded Add. \$	6.6	
Additional Notes: Price Does not incl	Total Cost \$ /1, 400.	
4	:	
> Leaf Reliet is \$960.00 if a	scerpted x	
S TOTAL PRICE, to be paid to Seller by Buyer.	This contract is your invoice for work performed and due immediately. If not paid in full in 7 days a 1% finance charge will be assessed bi-monthly and after 30 days will be sent to a collection agency. We report to all	
S DOWN PAYMENT DUE UPON SIGNING OF CONTRA	ACT. major credit reporting agencies and reply to all credit reference requests. INITIALS  IF PAYMENTS ARE NOT MADE AS SPECIFIED	
S Final Payment due upon substantial completion of wo	DIK. ALL WARRANTIES AND GUARANTEES WILL BE VOID.	
All materials and goods to be supplied in connection with this Contract are hereinafter referred to as "Goods", and all labor supplied by Sahlem's Roofing & Siding, Inc. in connection with, and described in this Contract are hereinafter referred to as "Services". All Goods provided and Services performed shall be governed by the terms and conditions contained on the front and back of this Contract.  Acceptance by the Buyer shall constitute a Contract between and be binding upon the parties hereto. Acceptance of this Contract is expressly conditioned upon assent to all of the terms and conditions contained herein. No representation, promise, agreement, statement or contrary provision made by any party or source, or contained in any literature, warranty forms, stationery, order forms or any other writing purporting to be an offer, acceptance or contract, or any part thereof, shall become a part of this Contract unless contained herein or agreed to in writing by both Selter and Buyer. Modifications hereto are void unless in writing and signed by Selter's authorized representative. None of Selter's obligations under this		
Contract shall arise until Seller approves Buyer's credit and notifies Buyer of such approval of Date Accepted	Proposal void if not accepted by Z-Wet-S	
	Sahlem's Roofing & Siding, Inc.	
Buyer Name (print)	by William B. Sahlem	
You, the Buyer, may cancel this transaction at any time prior to midnight of		
Notice of Cancellation form for an explanation of this right.  I, the Buyer, acknowledge receipt of this Notice of Cancellation and confirm WORKMEN'S COMPENSATION AND CONTRACTOR'S LIABILITY INSURAR	that I have been orally informed of my right to cancel.	

Data of Tanasation

## **TERMS AND CONDITIONS**

### REPRESENTATION AND INDEMNIFICATION

Buyer warrants and represents that Buyer owns the property on which the Services are to be performed; that Buyer has all requisite authority to enter into this Contract, and that this Contract is not in violation of any previous agreement between Buyer and a third party or in violation of any statute, law or ordinance. In the event Seller suffers loss due to any misrepresentation of Buyer made in connection with this Contract or due to the negligence or willful misconduct of Buyer or any of Buyer's agents, employees, officers or representatives, Buyer shall indemnity any hold Seller harmless from any and all such losses.

### TERMS OF PAYMENT

Supershall pay Seller in cash in such amounts and at such times as provided herein. Buyer shall pay Seller a late charge of 2% of any unpaid amount 30 days or more past cue, and additional late charges of 2% of any overdue, unpaid amount every 30 days thereafter. Buyer shall be responsible for all costs, fees and charges incurred in collecting any amounts due hereunder, including attarney's or collection agency fees. Seller may accept late, partial for progress payments in cash, check, bank draft or money order marked "Paid in Full", without waiving any of list rights under this Contract. It work cannot be performed continuously for any reason(s), including, but not limited to, reasons described in "Time for Performance and Contingencies" and/or in "Structural Defects Preexistent to this Contract, and Extra work", a Partial payment shall become due and payable. Partial payment shall be in the amount owed if the work were fully completed, less the apportional cost of the incomplete items.

AVAILABILITY OF GOODS, GOVERMING LAW, NOTICE, AND INTERPRETATION

A. Seller may substitute materials of similar quality to the agreed upon Goods if the agreed upon Goods become unavailable.

B. Any question concerning validity, construction or performance of this Contract shall be governed by the laws of the State of New York without regard to principles of

C. Notice from one party to the other hereunder must be in writing and shall be deemed given when deposited in the U.S. Mails, postage prepaid and properly addressed to Buyer or Seller at the address described herein.

D. In the event of conflict between specific and general terms and conditions contained herein, the specific shall prevail.

E. Headings are provided for convenience of reference only and shall not be considered part of this Contract.

## TIME FOR PERFORMANCE AND CONTINGENCIES

TIME FOR PERIFORNANCE AND CONTINGENCIES

A Unless otherwise a gived, definite starting and substantial completion dates are not of the essence and dates for performance of this Contract are approximate.

B Seller shall not be liable to Buyer or any other person for any failure or delay in the performance of any obligation under this Contract due to events beyond its reasonable control including, and not limited to. "Structural Defects Preexistent to this Contract", weather conditions, lood, earthquake, fire, explosion, accident, acts of public enemy, sabotage, faitor dis putes, labor or material shortages, transportation embargoes, delays in receiving materials or machinery, acts of God, acts or regulations or priorities of Federal, State or Iccal government or branches thereof, AND, due to other jobs, such as, but not limited to, those requiring more work than anticipated, and emergency jobs requiring prompt and timely attention of the Seller to prevent major loss. In the event of such delays, Buyer shall pay a Partial payment for all completed work, as described in "Terms of Paymen". It Seller's performance is rendered permanently impossible, either party may cancel the executory portion of the Contract, but Buyer shall pay Seller for all costs accrued prior to the cancellation of the Contract, including, but not limited to, cost of labor, materials ordered and Seller's profit margin on the completed portion of the Contract.

#### DEFAULT

Seller may, without prejudice to other remedies, terminate this Contract, or defer performance hereunder, in the event of the following:

A Buyer fails with respect to this or any other agreement with Seller to pay any amounts when due, and/or Buyer is in breach under any of the terms and conditions of this other agreement with Seller, or

Buyer becomes insolvent or a voluntary or involuntary bankruptcy petition is filed by or against Buyer, any other proceeding to obtain relief from Buyer's creditors is led, and/or Seller reasonably believes Buyer's ability to pay its debts has been adversely affected.

STRUCTURAL DEFECTS PREEXISTENT TO THIS CONTRACT, AND EXTRA WORK
A Buyer shall pay Seller the fair market price for any extra work, not specified on the reverse side of this Contract, to repair or replace any preexisting defective or No buyer shall pay seller the fair market price for any extra work, not specified on the reverse side of this Contract, to repair or replace any preceive or inadequate components of the building, whether foreseen or unforeseen, which may be discovered during performance of this Contract to be necessary to properly complete porformance of this Contract, including, but not limited to, rotted, weak, corroded, improperly installed or otherwise defective lumber, sheathing, frim, chimneys, foundations, insulation, entals, extertical writing, gas pringing, water or saver priping. Seller's shall be held harmless for damage to the property, due in whole or in part to delays in this completion of work, resulting from these preexisting defective or inadequate components of the building. Buyer shall pay a Partial payment for all completed work as described in "Terms of Payment", in the exent of such delays.

B. Unless specified on the reverse side of this Contract, Seller shall not be responsible to reduce or eliminate ponding water on a roof.

#### REQUIRED NOTICES AND CANCELLATION

on this contract and is not paid may have a claim against the Buyer which may be enforced against the property in accordance

with the applicable lien laws.

B. Payments received from Owner under this contract, prior to substantial completion of the work under this contract, shall be deposited within five (5) business days of receipt in an escrow account at M&T Bank, Orchard Park, N.Y.

of receipt in an escrow account at M&T Bank, Orchard Park, N.Y.

C. In addition to any right otherwise to revoke an offer, the Buyer may cancel this contract until midnight of the third business day after the day on which the Buyer signs this contract, however, if the Goods or Services to be provided herein are to meet a bona fide personal emergency, the Buyer may relinquish this right to cancel by furnishing Seller with a separate dated and signed personal statement in the Buyer's handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel lathe contract within three business days. Unless this contract Is for engency work, cancellation occurs when written notice of cancellations, given to Seller by madright of the third business day after the day on which the Buyer signs this contract. Notice of cancellations, given to Seller by madright of the third business day after the day on which the Buyer signs this contract. Notice of cancellation shall be considered given when deposited in a mailbox properly addressed and postage prepaid. Notice of cancellation shall be sufficiently it it indicates the intention of the Buyer not to be bound. After midnight of the third day after the day on which the Buyer signs this contract, or it this contract is for emergency work and the Buyer has relinquished its right to cancell within three days, this Contract may be cancelled by the Buyer only if Seller receives written notice of its intention to cancel the Contract Proce business of the board contract. The business day after the day on which the Buyer of the Buyer of

Seller shall provide worker's compensation, public liability, property damage and completed operations insurance for the performance of this Contract, unless such insurance in whole or in part is provided by a general or sub contractor. Damage to the building or contents, during or after construction, or during the Warranty Period's shall be covered by these a insurances. Seller's maximum liability shall be limited to the insurances covered provided. Buyer shall carry fire, theft, and storm insurance in sufficient amounts to cover work under construction by the Selter and Buyer shall compensate the Selter for losses sustained by these conditions.

## WARRANTIES, LIABILITIES, CLAIMS AND SERVICES CONTRACT LIMITED WARRANTY

WARRANTIES, LIABILITIES, CLAIMS AND SERVICES CONTRACT LIMITED WARRANTY

A Seller hereby warrants, to the original Buyer of its Services, that, subject to, and restricted by, the terms of this Contract, and only for claims made during the "Warranty Period", it will make repairs to correct defects resulting directly and solely from workmanship in said Services, and, Seller makes said warranty, only on the portion(s) of this contract that are new installations, such as, "Capital Improvements to Real Estake" as defined by N.Y.S. Sales and Use Tax laws, and only when a warranty and a "Warranty Period" is so specified on the reverse side of this Contract. Seller makes no warranty on the portion(s) of this contract that are repairs to existing installations or equipment. B Except as provided herein, Seller makes no warranties, expressed implied or statutory, with respect to Goods or Services, including, but not limited to, warranties of merchantability or inness for a particular purpose, and Seller shall have no liability whatsoever in lort or Contract, by statute or otherwise, arising from Goods provided or

Services rendered

Services rendered

C Nothing contained herein shall obligate Seller to Warranty any of its Goods provided or Services rendered unless so specified on the reverse side of this Contract.

D In any and all events, the liability of Seller is subject to the following terms and conditions precedent.

1. The "Warranty Period" shall commence on the completion date of said Services and continue for the periods designated on the reverse side of this contract, or until modification as described in (3.e.) occurs, whichever is sooner.

2. Seller VILL NOT BE LIABLE for any daimed defect in any Services work, including, but not limited to, residential roofing or gutter work which is related in any way to, or which occurs on to fice, snow, include, frost and/or condensation unless:

a. hear loss to the underside of the roof deck is limited by properly insulated ceilings and kneewalls (R-value equal to or greater than 38) and by proper ventilation.

12 sq. in. Irice area ventilation per sq. TL fol ceiling area) throughout the "Warranty Period", and;

b. metal and waterproof membrane lice flashing is installed by Seller on the eaves of the affected roof area as part of this Contract.

2. IN NO EVENT SHALL SELLER BE LIABLE UNDER THE CONTRACT, WARRANTY OR OTHERWINES IN ANY MANNER:

a. To repairs necessary because of defects in Goods provided, including, but not limited to, color variations, whether such Goods are covered by a manufacturer's warranty or not.

manulacturer's warranty or not.

b. for damage to the completed Services and/or any remote, indirector consequential damage caused by earthquake, flood, lightning, wind, hall or other unusual phenomenon of the elements, fire or explosion or other casualty, any force majeure as defined by statutory or commôn law, any insurable peril in a standard homeowner's or other standard property insurance policy, abuse, vandalism, poliution contact with deteriorating or corrosive substances or agents, traffic on a rool, ice or debris blocking guiters or roof drans, ponding water on a rool, falling ice or debris, settlement or distortion or structural or cracking of the roof deck, floors, walls and/or foundations, or improper architectural design of the building; ice or debris, settlement or distortion or structural or cracking of the roof deck, floors, walls and/or foundations, or improper architectural design of the building; co. for repairs to roofing Services work for any reason other part of the building, but not limited to, interior damage caused by roof leaks; d. for rulp rulp on any persons, or damage to any other part of the building, but not limited to, interior damage caused by roof leaks; d. for rulp rulp on any persons, or damage to any other part of the building, but not limited to, interior damage caused by roof leaks, upon which Services work is performed or any other buildings, and/or to any and all contents of any buildings, caused by defects in its Services work;

e. If the completed Services work that Seller has performed is thereafter altered by anyone, including, but not limited to, structural additions, removals, changes, replacements, equipment installations (including, but not limited to, aerials, antennas, signs, tan housings, air conditioning equipment, water towers, sprinkler systems or baskeball backboards), or by any other modification whatsoever which in any way allects the completed Services work;

I. FOR REMOTE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE BREACH OF THE CONTRACT, WAR

Late Charges.

Page No.	of	F	ages

# = Proposal =





1711 Union Rd. Suite 54 West Seneca, NY 14224



4092

(716) 677-0300
Fax: (716) 677-0330
www.expertcontractinginc.com
expert.contracting.biz@gmail.com

PROPOSAL SUBMITTED TO	PHONE	DATE 5/13/21
STREET WEST Sence a Highway Dept	108 NAME	3/13/21
CITY, STATE AND ZIP CODE	LOS replacement	
	JOB LOCATION	
ARCHITECT DATE OF PLANS	badans@ twsny. org	JOB PHONE
We hereby submit specifications and estimates for:	•	
Tear off all existing roofing down to deciting to	· inspect	
Prop cause with 6 24 of ice shield		,
Prop decling with synthetic underbyment		
Instau new pipe boots & white or brown alemine	m dip metal	
Propriates + eaus with GAF ProStort		
Install lisetime word ty architectural shights-	CAR timbetic HDZ, 6 ~	als erach
went pract with GAF Snows country ridge went		
Instan GAF Scal-a-ridge cop shingles		Marie Company (1997),
Installation includes GAF System Plos warran	7	
Rice includes all material labor + alean up		
Day plywood needed win be "100 for "b" = 125 for 3/4" por sheet		
ມາເ	mplete in accordance with above spe	ecifications, for the sum of:
		(\$ 15,500 )
Payment to be made as follows:		,
Project to be completed by:	1	
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifi-	Authorized	\$
cations 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 strike,	Signature	
accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.	Note: This proposal may b withdrawn by us if not accepted withi	
Acceptance of Proposal — 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. You are	Signature	
authorized a 3 day right to cancel.	olghataro	

Page No.	of	ages

## = Proposal —





1711 Union Rd. Suite 54 West Seneca, NY 14224 (716) 677-0300 Fax: (716) 677-0330

www.expertcontractinginc.com



4093

EXPERT
CONTRACTING

expert.contracting.biz@gmail.com PHONE PROPOSAL SUBMITTED TO West Server Highway Dept. 5/13/21 12 School St CITY, STATE AND ZIP CODE Wist Since DATE OF PLANS JOB PHONE ARCHITECT bodans@ twsqy.org We hereby submit specifications and estimates for: Tear off all existing roofing dass to decing + inspect Prep eaves with 6 St of ite sirield Prop decting with Sythetic undulayment Instan new pipe boots + white or brown aluminum dip metal Pro rates + eaves with GAF Prostort Instan lisetime working architectural shingles-GAF timbetine HDZ, brails each Went peak with BAF snow country ridge went Instan GAF Scal-a-ridge Cop shingles Installation includes GAF System Plus warranty Price includes all material, labor + clean up Any phywood needed withou "100 Ser "/2" + "125 Sor 3/4" pur sheet We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: dollars (\$ 10,500 Payment to be made as follows: Project to be completed by: All material is guaranteed to be as specified. All work to be completed in a workmanlike Authorized manner according to standard practices. Any alteration or deviation from 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 strike, Note: This proposal may be accidents or delays beyond our control. Owner to carry fire, tornado and other neces-15 withdrawn by us if not accepted within \_ sary insurance. Our workers are fully covered by Workman's Compensation Insurance. Acceptance of Proposal — 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. You are Signature authorized a 3 day right to cancel. Signature Date of Acceptance \_