CITY OF TONKA BAY
ITEM NO. 9A

Memo

To: Honorable Mayor and City Council

From: Joe Kohlmann, City Administrator

Date: July 23, 2013

Re: City Hall Roof Estimates

Craig Maiwurm (insurance adjuster with Berkley Risk) said we should have one or two roof contractors come and look at the roof and give their opinions on what needs to be done to resolve the leaking issues.

History:

- Cedar Shake roof and gutters were installed in 1993 by Suburban Exteriors Inc. (then of Maple Plain). Payment was made on 5/20/93 for $10,193.00 on our ck# 13518.

Assessment:

- Craig's comment was cedar shake roofs should last 30-40 years. He stated cedar does shrink with time and the peak shingles may have shrunk down to allow moisture in under shingles (needs to be confirmed by roofers). Now days there would probably by some kind of cap over the ridge. He found no missing shingles or evidence that the shingles in place were really damaged but obviously water has been getting in for some time and a solution should be found.

Quotes:

Staff received quotes from two companies, all for replacement *(attached)*:

Tradition Roofing Exteriors	Today's Exteriors
Asphalt Roof - $10,400 - $12,300	Asphalt - $9,450
Cedar Roof - $18,500 - $21,300	Cedar - $23,500 - $26,500

Council Action Requested:

Discuss options for new roof. It was stated that the roof should hold up pretty well for another 1-2 years before a major issue takes place. Also, the City has budgeted for replacement in 2015. It can be moved up to 2014 or an insurance claim can be attempted.

Locally Owned and Operated

TODAY'S EXTERIORS, INC.

35 Years Experience

ROOFING ▸ SIDING ▸ GUTTERS ▸ WINDOWS
11308 70TH PLACE NORTH - MAPLE GROVE, MN 55369
(612) 644-0236 ▸ OFFICE (763) 425-0803 ▸ FAX (763) 425-6168 ▸ LICENSE #BC387451
AARON@TODAYSEXTERIORS.COM ▸ WWW.TODAYSEXTERIORS.COM

VISA MasterCard

Name: City of Tonka Bay
Address: 4901 Manitou Rd
Home Phone: (952) 474-2947

Date: 7/11/2013
City / State: Tonka Bay Zip
Work Phone:
Email Address:

SPECIFICATIONS

- ☑ Grade of Shingle: Life-time
- ☑ Style of Shingle: Timberline H.D
- ☑ Color of Shingle:
- ☑ Ridge Material: Timber-Tex
- ☑ Valley: W-Metal
- ☑ Vents: 750-5 / Bath-1
- ☑ Plumbing Stacks: 2"-2 / 3"-1
- ☑ Metal Edging: N/A
- ☑ Tear Off: ☑ Yes ☐ No ONE Layers
- ☑ Felt: Shingle-mate
- ☑ Pitch: 6/12 2-Story YES
- ☑ Remove trash from roof, gutters and yard
- ☑ Protect landscaping where applicable
- ☑ Roll yard with magnetic roller
- ☑ Furnish Permit

SPECIAL ATTENTION AREAS

- ☑ Ice/Water Shield ☑ Yes ☐ No
- ☑ Existing Gutter Damage ☐ Yes ☑ No
- ☑ Existing Driveway Damage ☐ Yes ☑ No
- ☑ Satellite Dish ☐ Yes ☑ No
  *Not responsible for signal
- ☑ Skylights: N/A
- ☑ Leaks: N/A

SPECIAL INSTRUCTIONS

Tear-off 1 layer of shakes
- install ice/water shield 6ft. up from eave; 3ft. wide up valleys
- install new w-metal in valleys
- install new shingle-mate felt
- replace vents
- flash / counterflash chimney
- re-roof w/ Life-time Timberline H.D Shingles.. Timber-Tex Ridge .. w/ Discount.. $9,450 00/xx

CONTRACT PRICE

DELIVERY INSTRUCTIONS

COMPANY'S LIMITED WARRANTY
TEN YEARS ON REPLACEMENT & FIVE YEAR ON REPAIRS

By signing this contract the homeowner authorizes TODAY'S EXTERIOR'S INC. to obtain labor and materials in accordance with the contract price and the specification set out herein and on the reverse side hereof to accomplish the replacement or repair.

PAYMENT SCHEDULE
First Payments Due on Delivery of Material

Paid Date: ___/___/___ CK#_____ @ $_____
Paid Date: ___/___/___ CK#_____ @ $_____
Balance Due on Completion
Paid Date: ___/___/___ CK#_____ @ $_____
BALANCE $_____
Insurance of Warranty Certificate & Waiver Upon Final Payment

Accepted by Homeowner
on: Date: _____/_____/_____ By: ✔ _____

Field Supervisor: Aaron (612) 644-0236 Office Approval:

Locally Owned and Operated

TODAY'S EXTERIORS, INC.

35 Years Experience

ROOFING ▸ SIDING ▸ GUTTERS ▸ WINDOWS
11308 70TH PLACE NORTH - MAPLE GROVE, MN 55369
(612) 644-0236 ▸ OFFICE (763) 425-0803 ▸ FAX (763) 425-6168 ▸ LICENSE #BC387451
AARON@TODAYSEXTERIORS.COM ▸ WWW.TODAYSEXTERIORS.COM

VISA MasterCard

Name: "Robin Bowman" City of Tonka Bay Date: 7/11/2013
Address: 4901 Manitou Rd City / State: Tonka Bay Zip
Home Phone: (952) 474-2947 Work Phone:
FAX: (952) 474-6538 Email Address:

SPECIFICATIONS

- ☑ Grade of Shingle: Jumbo #1 Blue Label Fire Treated
- ☑ Style of Shingle: Jumbo 1"
- ☑ Color of Shingle: Natural
- ☑ Ridge Material: Jumbo Ridge
- ☑ Valley: W - METAL
- ☑ Vents: 750 - 5 / Bath - 1
- ☑ Plumbing Stacks: 2"-2 / 3"-1
- ☑ Metal Edging: N/A
- ☑ Tear Off: ☑ Yes ☐ No ONE Layers
- ☑ Felt: #15
- ☑ Pitch: 6/12 2-Story YES
- ☑ Remove trash from roof, gutters and yard
- ☑ Protect landscaping where applicable
- ☑ Roll yard with magnetic roller
- ☑ Furnish Permit

SPECIAL ATTENTION AREAS

- ☑ Ice/Water Shield 6ft. ☑ Yes ☐ No
- ☑ Existing Gutter Damage ☐ Yes ☑ No
- ☑ Existing Driveway Damage ☐ Yes ☑ No
- ☑ Satellite Dish ☐ Yes ☑ No
  *Not responsible for signal
- ☑ Skylights: N/A
- ☑ Leaks: N/A

SPECIAL INSTRUCTIONS

* Tear-off 1 layer shakes
- install ice/water shield 6ft. up from eave; 3ft. wide up valleys
- install 30# lace felt & 30 felt
- replace vent, flash chimney
- re-roof w/ #1 Jumbo Blue Label Shakes .... *Fire-Treated $26,500.00
Heavy #1 Blue Label Fire-Treated $23,500.00

CONTRACT PRICE

DELIVERY INSTRUCTIONS

COMPANY'S LIMITED WARRANTY
TEN YEARS ON REPLACEMENT & FIVE YEAR ON REPAIRS

By signing this contract the homeowner authorizes TODAY'S EXTERIOR'S INC. to obtain labor and materials in accordance with the contract price and the specification set out herein and on the reverse side hereof to accomplish the replacement or repair.

PAYMENT SCHEDULE
First Payments Due on Delivery of Material

Paid Date: ___/___/___ CK#_____ @ $_____
Paid Date: ___/___/___ CK#_____ @ $_____
Balance Due on Completion
Paid Date: ___/___/___ CK#_____ @ $_____
BALANCE $_____
Insurance of Warranty Certificate & Waiver Upon Final Payment

Accepted by Homeowner
on: Date: _____/_____/_____ By: ✔ _____

Field Supervisor: _____ Office Approval: _____

E-MAIL	rbowman@citvoftonkabav.com
ESTIMATOR	Stu Hudson 612-363-7443

Contracting with a Conscience

Asphalt Roof Contract

Roof Job Specifications as Follows:

1. Protect siding, landscaping, windows and doors with plywood and tarps whenever possible.
2. Replace any rotten or bad decking at $45.00 per 4x8 sheet.
3. Remove all roofing nails as needed and re-nail all loose roof boards.
4. Install Ice and Water shield 9' from all eaves and 3' wide in all valleys.
5. Install 24" pre-painted w-valley to be open.
6. Install Atlas Gorilla Guard 30lb felt over remaining roof deck.
7. Install Atlas Pro-Cut starter shingles at all rake edges and eave lines.
8. Install Atlas Pinnacle Shingles with 3M Scotch guard Algae Protection over entire roof deck.
9. Install 6 Pre painted Bird Proof Vents.
10. Install Atlas Pro-Cut hip and ridge shingles at all ridges.
11. Install 2-2" and 1-4" pre-painted pipe flashings and 1 bathroom exhaust vents.
12. Custom fabricate new galvanized chimney saddle and reflash entire chimney.
13. Install all shingles with six nails per shingle.
14. Price includes all materials, labor and taxes.
15. Contract includes all permits and debris removal.
16. Clean grounds daily and roller magnet yard for nails.
17. Contract includes taxes and debris removal.

Total for above said work.....$10,400.00

Color_____

Options/Upgrades:

1. Install new 5" seamless aluminum gutters and 3"x4" downspouts Add $1,670.00_____
2. Upgrade Shingles To Class 4 Hail Impact Resistant Atlas Storm Master Shakes Add $1,600.00_____
3. Upgrade Shingles To Class 4 Hail Impact Resistant Atlas Storm Master Slate Add $1,900.00_____

Notes:

1. Any additional carpentry work needed billed out at $45.00 per man, per hour, plus materials and contractor's 20% overhead and profit.
2. Provide on-site toilet for crew.
3. Price is good for 30 days
4. Please allow 1-2 days to complete weather permitting.

We propose to furnish labor and materials-complete in accordance with the above specifications, for the sum of **To be determined** Dollars ($ **TBD**) With payments to be made as follows: **30% upon signing of contract and balance upon completion.**

All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Limited to the percent allowable by law, a 1 1/2% monthly service charge will be added to any outstanding balance not paid within thirty (30) days of when due. This proposal must be accepted within thirty (30) days or it is automatically withdrawn.

ACCEPTANCE OF CONTRACT

By my signature below, the proposal prices, specifications and conditions are hereby accepted. You are authorized to perform the work specified . Payments will be made as outlined above.

ACCEPTED **Signature** _____

Date _____ **Signature** _____

Contractor's Representative: **Signature**

2. Mechanic's Lien Rights. **Minnesota law requires us to provide you with the following notice:**

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your Property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

3. Warranty Rights. In addition to any written warranty we may provide you, you acknowledge receipt of a copy of the warranty provided pursuant to Minnesota Statutes Chapter 327A which may also apply. We hereby disclaim all warranties, express or implied, contract claims, negligence claims, and all other claims for which you have not provided us with written or actual notice within six months from the date of discovery of the problem and which have not been fully resolved within six months from the date you notified us of the claim.

4. Dumpsters, Equipment, Debris Removal, and Access. Our performance may require the installation and removal of dumpsters, delivery trucks, worker's vehicles, construction equipment and vehicles onto your property. You hold us harmless from damage that may occur to your property due to weight or movement. You must arrange for Gopher State One Call to identify underground utilities before we will do any digging. Although we take reasonable effort to remove construction debris, you hold us harmless from any damage or injury caused by any debris that remains. Dumpsters are for construction debris only and you may be charged additional fees should other items be found therein. You agree to make toilet facilities available or compensate us for the cost of rented units. You agree to supply, at no cost to us, electric, water, and other utilities. You shall grant free access to work areas for workers and vehicles and shall allow storage of materials and rubbish. You agree to keep driveways clear and available for movement and parking of vehicles during normal working hours, including removal of ice and snow. We shall not be expected to keep gates and doors closed and you hold us harmless from claims arising therefrom. Excess construction material remains our property.

5. Collection Costs. You agree to pay for our reasonable costs of collection in collecting any delinquent amounts owing under this Contract. Such costs shall include reasonable attorneys' fees, costs, and disbursements incurred in pursuing collection. The final payment in full shall not be held up while waiting for the city to inspect the work.

6. Events Beyond Our Control and Exclusions. You hold us harmless from pre-existing construction conditions that may be manifested during the construction process. Performance under this contract is contingent upon strikes, accidents, or other delays beyond our control. The price of this Contract does not include material or labor price increases because of unforeseen problems arising after work has begun, market supply shortages, or unusual spikes in market demand. This Contract price does not include any governmental permit, service, or access charge. Some variation may occur in color, texture and planes of materials. Existing out of square and plumb conditions may require similar conditions in the new work. We may substitute similar materials if specified materials are unavailable. We do not evaluate your structure venting and circulation systems. We are not responsible for realignment of your satellite dishes. You agree to remove and protect any personal property in or near the work area, including without limitation, shrubs, flowers, wall hangings and other valuables and hold us harmless from damage resulting from failing to so secure. We are not responsible for hazardous material (lead paint, asbestos, etc.) removal from your existing structure and may stop work until it is removed. You agree to hold us harmless from mold, fungus, or biological material damages as set forth on the accompanying Mold Notice and Waiver. You acknowledge receipt from us of the UREA Formaldehyde Disclosure required by Minnesota Law.

7. Owner's Work. For any work or materials you have agreed to provide, you will ensure timely delivery and performance to not hinder or delay us from our work. Preparation of materials for your work (such as spackling, sanding, etc.) is your responsibility. We provide no warranty for your work and materials. Any additional trips by us or our subcontractors because of your delays will result in a $200.00 trip charge for each extra trip.

8. Advertising. You agree we may place our advertising yard sign on your property for promotion and identification purposes for workers and material suppliers. You grant us unlimited license to record images of the Work in any form and to reproduce those images for advertising and promotional use.

9. Insurance. Prior to construction, you shall have in place insurance to cover the finished cost of improvements.

10. Performance Guidelines. Contractor agrees to complete the Work set forth in this Contract in accordance with manufacturers' specifications for installation of all materials and all applicable construction codes. You acknowledge receipt before signing this Contract of these Performance Guidelines as required by Minnesota Statute 326B.809(b).

11. Cancellation. If prior to our performance of work you cancel this Agrrement without legal right to do so, we will be entitled as liquidated damages (and not as a penalty) to our actual costs incurred (including any restocking charges) plus 25% of the Contract price. After our work has begun, we will be entitled to the above liquidated damages for any cancelled or incomplete Work. You acknowledge reciept before signing this Agreement of the cancellation notices as required by Minnesota Statutes 326B.811.

Owners Initials _____ _____

E-MAIL rbowman@citvoftonkabav.com
ESTIMATOR Stu Hudson 612-363-7443

Contracting with a Conscience

PREFERRED CONTRACTOR JamesHardie NRCA

Cedar Shake Roof Replacement

Roof Job Specifications as Follows:

1. Protect siding, landscaping, windows and doors with plywood and tarps whenever possible.
2. Remove existing shakes, valley's, and under layments down to deck and haul away.
3. Inspect roof deck and replace any bad or rotten decking at a rate $45.00 per sheet.
4. Remove all roofing nails as needed and re-nail all loose roof boards.
5. Install Ice and Water shield 6' from all eaves and 3' wide in all valleys.
6. Install 24" pre-painted w-valley to be open.
7. Install 30lb. base felt over remaining roof deck.
8. Install 30lb. spilt felt over entire roof deck.
9. Install #1 Certigrade Blue Label start course at all eaves.
10. Install #1 Certigrade Blue Label Heavy hand split shakes over entire roof deck.
11. Install #1 Certigrade Blue Label Hip and Ridge at all ridge lines.
12. Install 6 pre-painted bird proof vents.
13. Install 1-4" and 2-2' pre-painted pipe flashings and 1 bathroom exhaust vent.
14. Custom fabricate new galvanized chimney saddle and reflash entire chimney.
15. Install all cedar with stainless steel fasteners.
16. Price includes all materials, labor and taxes.
17. Contract includes all permits and debris removal.
18. Clean grounds daily and roller magnet yard for nails.

Total For Above said work $18,500.00

Options:

1. Install new 5" seamless aluminum gutters and 3"x4" downspouts $1,670.00
2. Install Cedar Breather (Please see link on e-mail.) $2,800.00

Notes:

1. Any additional carpentry work needed billed out at $45.00 per man, per hour, plus materials and contractor's 20% overhead and profit.
2. Provide on-site toilet for crew.
3. Price is good for 30 days
4. Please allow 2-3 days to complete weather permitting

We propose to furnish labor and materials-complete in accordance with the above specifications, for the sum of **To be determined** Dollars ($ **TBD**) With payments to be made as follows: **30% upon signing of contract and balance upon completion.**

All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Limited to the percent allowable by law, a 1 1/2% monthly service charge will be added to any outstanding balance not paid within thirty (30) days of when due. This proposal must be accepted within thirty (30) days or it is automatically withdrawn.

ACCEPTANCE OF CONTRACT

By my signature below, the proposal prices, specifications and conditions are hereby accepted. You are authorized to perform the work specified . Payments will be made as outlined above.

ACCEPTED **Signature** _____

Date _____ **Signature** _____

Contractor's Representative: **Signature**

2. Mechanic's Lien Rights. Minnesota law requires us to provide you with the following notice:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your Property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

3. Warranty Rights. In addition to any written warranty we may provide you, you acknowledge receipt of a copy of the warranty provided pursuant to Minnesota Statutes Chapter 327A which may also apply. We hereby disclaim all warranties, express or implied, contract claims, negligence claims, and all other claims for which you have not provided us with written or actual notice within six months from the date of discovery of the problem and which have not been fully resolved within six months from the date you notified us of the claim.

4. Dumpsters, Equipment, Debris Removal, and Access. Our performance may require the installation and removal of dumpsters, delivery trucks, worker's vehicles, construction equipment and vehicles onto your property. You hold us harmless from damage that may occur to your property due to weight or movement. You must arrange for Gopher State One Call to identify underground utilities before we will do any digging. Although we take reasonable effort to remove construction debris, you hold us harmless from any damage or injury caused by any debris that remains. Dumpsters are for construction debris only and you may be charged additional fees should other items be found therein. You agree to make toilet facilities available or compensate us for the cost of rented units. You agree to supply, at no cost to us, electric, water, and other utilities. You shall grant free access to work areas for workers and vehicles and shall allow storage of materials and rubbish. You agree to keep driveways clear and available for movement and parking of vehicles during normal working hours, including removal of ice and snow. We shall not be expected to keep gates and doors closed and you hold us harmless from claims arising therefrom. Excess construction material remains our property.

5. Collection Costs. You agree to pay for our reasonable costs of collection in collecting any delinquent amounts owing under this Contract. Such costs shall include reasonable attorneys' fees, costs, and disbursements incurred in pursuing collection. The final payment in full shall not be held up while waiting for the city to inspect the work.

6. Events Beyond Our Control and Exclusions. You hold us harmless from pre-existing construction conditions that may be manifested during the construction process. Performance under this contract is contingent upon strikes, accidents, or other delays beyond our control. The price of this Contract does not include material or labor price increases because of unforeseen problems arising after work has begun, market supply shortages, or unusual spikes in market demand. This Contract price does not include any governmental permit, service, or access charge. Some variation may occur in color, texture and planes of materials. Existing out of square and plumb conditions may require similar conditions in the new work. We may substitute similar materials if specified materials are unavailable. We do not evaluate your structure venting and circulation systems. We are not responsible for realignment of your satellite dishes. You agree to remove and protect any personal property in or near the work area, including without limitation, shrubs, flowers, wall hangings and other valuables and hold us harmless from damage resulting from failing to so secure. We are not responsible for hazardous material (lead paint, asbestos, etc.) removal from your existing structure and may stop work until it is removed. You agree to hold us harmless from mold, fungus, or biological material damages as set forth on the accompanying Mold Notice and Waiver. You acknowledge receipt from us of the UREA Formaldehyde Disclosure required by Minnesota Law.

7. Owner's Work. For any work or materials you have agreed to provide, you will ensure timely delivery and performance to not hinder or delay us from our work. Preparation of materials for your work (such as spackling, sanding, etc.) is your responsibility. We provide no warranty for your work and materials. Any additional trips by us or our subcontractors because of your delays will result in a $200.00 trip charge for each extra trip.

8. Advertising. You agree we may place our advertising yard sign on your property for promotion and identification purposes for workers and material suppliers. You grant us unlimited license to record images of the Work in any form and to reproduce those images for advertising and promotional use.

9. Insurance. Prior to construction, you shall have in place insurance to cover the finished cost of improvements.

10. Performance Guidelines. Contractor agrees to complete the Work set forth in this Contract in accordance with manufacturers' specifications for installation of all materials and all applicable construction codes. You acknowledge receipt before signing this Contract of these Performance Guidelines as required by Minnesota Statute 326B.809(b).

11. Cancellation. If prior to our performance of work you cancel this Agrrement without legal right to do so, we will be entitled as liquidated damages (and not as a penalty) to our actual costs incurred (including any restocking charges) plus 25% of the Contract price. After our work has begun, we will be entitled to the above liquidated damages for any cancelled or incomplete Work. You acknowledge reciept before signing this Agreement of the cancellation notices as required by Minnesota Statutes 326B.811.

Owners Initials _____ _____