



AGENDA SECTION	ITEMS FOR CONSIDERATION
ITEM NO.	
MEETING DATE	NOVEMBER 30, 2020

CITY OF COLUMBIA HEIGHTS - COUNCIL LETTER

ITEM:	RESOLUTION 2020-107, AWARDING A CONTRACT TO CENTRAL ROOFING COMPANY FOR ROOF REPLACEMENT AT MUNICIPAL LIQUOR STORE NO. 3 FOR \$100,020 WITH OPTIONAL ALTERNATES, AND TO AMEND THE LIQUOR FUND BUDGET ACCORDINGLY.		
DEPARTMENT: Finance	CITY MANAGER'S APPROVAL:		
BY/DATE: Joseph Kloiber/ November 24, 2020	BY/DATE: <i>Kell Bonjes</i> 11/25/20		
CITY STRATEGY:	#6: Strong Infrastructure/Public Services		
Additional Strategy?	#3: Economic Strength		
SHORT TERM GOAL (IF APPLICABLE)			
Additional Goal?	N/A		

BACKGROUND:

Prior city council actions related to this item include:

- Award of a contract for \$9,500 to Buetow2 Architects to design, seek bids, and provide contractor oversight for a project to remodel and update liquor store 3 at 5225 University Avenue NE.
- Approval of a \$200,000 budget to remodel and update liquor store 3 at 5225 University Avenue NE.

During the architects' analysis of the store 3 building, they determined that the roof needs to be replaced. It would not be advisable to invest in the remodel and update project without replacing the roof to extend the remaining useful life of the building. Staff is only aware of routine maintenance being performed on the roof since the building was constructed in the 1960's.

Staff obtained proposals for replacement of the roof from two contractors the City has successfully done business with previously. Copies of those proposals and a comparison of their features are attached to this council letter. Staff determined that the proposal from Central Roofing was the most favorable.

Both roofing proposals are for approximately \$100,000 after factoring in temporary removal and reinstallation of electrical and HVAC components on the roof. A portion of the roof work will provide some of the aesthetic improvements intended by the original remodeling project, such as construction of a marquee-style façade over the building entrance, as well as wrapping the existing building trim with pre-finished metal. Of course, a majority of the proposed roof work provides required structural repairs that are well beyond the scope of just remodeling and updating.

The architect's current estimate for the remainder of the project other than the roof is from \$125,000 to \$140,000. When combined with the portion of the roofing work that will provide aesthetic improvements intended by the original project, the remodeling project is still within the \$200,000 budget approved by the city council. An additional budget appropriation should be approved however, to fund the repairs that are beyond the scope of the remodeling activities.

STAFF RECOMMENDATION:

Staff recommends approval of the following motions.

RECOMMENDED MOTION(S):

Move to waive reading of resolution 2020-107, there being ample copies available to the public.

Move to adopt resolution 2020-107, awarding a contract to Central Roofing Company for roof replacement at municipal liquor store no. 3 for \$100,020 with optional alternates, and to amend the Liquor Fund budget accordingly.

RESOLUTION NO. 2020-107

AWARDING A CONTRACT TO CENTRAL ROOFING COMPANY FOR ROOF REPLACEMENT AT MUNICIPAL LIQUOR STORE NO. 3 FOR \$100,020 WITH OPTIONAL ALTERNATES, AND TO AMEND THE LIQUOR FUND BUDGET ACCORDINGLY

Whereas, City Council has adopted a \$200,000 project budget by prior resolution to significantly improve the physical appearance of the City's municipal liquor store no. 3, located at 5225 University Avenue NE; and

Whereas, the original project budget did not include the replacement of the building's roof system; and

Whereas, architects under the City's direction have subsequently determined that the age and condition of the building's roof requires replacement of the roof system; and

Whereas, City staff estimate that the original project, when combined with replacement of the roof, would still provide the desirable benefits of increased sales and profitability exceeding both project costs and future repair costs over a reasonable number of years; and

Whereas, City staff have followed City and state requirements for soliciting proposals from responsible contractors for this roof replacement;

Now, therefore, in accordance with all ordinances and regulations of the City of Columbia Heights, the City Council of the City of Columbia Heights makes the following:

ORDER OF COUNCIL

It is hereby resolved, that a contract is awarded to Central Roofing for roof replacement at municipal liquor store no. 3 for \$100,020 with optional alternates, and that the Liquor Fund budget is amended accordingly.

Passed this 30th day of November, 2020

Offered by:

Seconded by:

Roll Call:

Donna Schmitt, Mayor

Nicole Tingley, City Clerk/Council Secretary

City of Columbia Heights
 Comparison of Store 3 Roof Replacement Proposal

	Central		Flynn	
Base Quote	\$	100,020	\$	89,334
electrical		(2,795)		Not included
mechanical		(4,870)		Not included
	\$	92,355	\$	89,334

Staff comments:

The main roof proposed by each bidder is substantially the same.

Central's base quote includes constructing the new marquee-style façade over the entrance to the building.

Flynn's base quote does NOT include constructing the new marquee-style façade over the entrance to the building.

This more than accounts for the 3% difference in the proposals, and therefore the proposal from Central is lower cost when comparing "apples-to-apples."

Central's bid document and overall approach to the project are also more comprehensive.

Similar to a general contractor, they have coordinated in advance with the electrical, mechanical, and architectural providers. This could be indicative of reduced risk on the project timeline.

Staff recommends acceptance of Central's proposal.



November 5, 2020

City of Columbia Heights
590 40th Ave. NE
Columbia Heights, MN 55421

Attn: Eric Hanson

RE: Heights Liquor Roof Replacement
5225 University Avenue NE
Columbia, MN 55421
(Approximately 2,750 s.f.)

Per your request we recently performed a survey of the above referenced site for the purposes of verifying the existing conditions for a roof replacement proposal. During the survey two core cuts were taken to verify the roofing components above the roof deck. The following was found at each of the locations:

1. Asphalt built up roof membrane with gravel surfacing
2. ½" wood fiber insulation sprinkle mopped with hot asphalt
3. Plywood roof deck

The plywood roof deck is supported by joists that run east to west that are supported by 5 beams that run north to south. Venting in the soffit on the east and west elevations indicate that the joist space below the roof deck is insulated.

The main roof appears to be structurally sloped to the NW corner where a scupper and downspout assembly direct water into an inground receiver. A flange drain is located near the NE corner. We believe the intent of the flange drain is to be the overflow for the scupper on the NW corner.

The entrance roof located on the west elevation appears to be flat and may retain water. Its drainage is via two scuppers that dump the water onto the parking area below. No downspouts are currently in place for these two scuppers.

As the main roof appears to drain adequately as currently constructed the base bid for the project will be to remove the existing BUR system down to the plywood roof deck then insulate with flat stock insulation above the roof deck to meet a minimum R30. Removal of sections of

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wood soffit on the east and west elevations will be required to allow access to the vent openings into the joist space. The vent openings will need to be insulated with either fiberglass insulation or low-rise urethane foam insulation. An add alternate will be included in the proposal that includes 1/8" per foot tapered insulation to the scope of work. The insulation for the add alternate will provide an average R30 insulation upgrade. As part of this alternate a 18" tall 2x6 stud wall needs to be constructed around the perimeter of the main roof area to provide an adequate flashing height at the perimeter due to the extra thickness of the insulation.

The scope of the roof replacement is also to include new metal flashings. As part of the roof installation, the wood blocking at the east, south and west perimeter edges of the main roof area is to be removed to the extent to allow new wood blocking to be installed out flush with the edge to eliminate the existing ledge. The new metal flashings are to include cladding the entire fascia and a UC500 style unvented panel is to be installed over the existing soffit. The new soffit panels are to be set on hat channels to allow a space for relocation of the electrical lines for the new lighting.

On the north elevation, the Heights Liquor store butts up against the neighboring building. Currently, the connection of the two roof assemblies is suspect and water is accessing the space between the buildings. At this location, the metal siding panels on the adjacent building should be removed. A new roof to wall expansion joint should be constructed to properly connect the waterproofing of the two buildings' roof assemblies (see the attached detail).

The upgrade to the building is also to include a new marquee façade on the front entrance roof. The marquee will consist of new parapet walls on the three exterior sides of the entrance roof (see the attached preliminary drawings). As the new parapet walls are to be 4 to 6 feet tall the new construction will cause the roof area to be inset and hold snow. Therefore, the new design is to include 2x10 roof joist and a 3/4" plywood roof deck to create a new roof deck that slopes back onto the existing main roof area. Note the new roof deck installation is not currently included in the attached drawings. Minimum slope of the new deck to be 1/4" per foot. The exterior of the new walls to be clad with a metal siding panel similar to a UC-500 panel. The interior of the walls is to be waterproofed above the new BUR flashings with ice and water shield and 24 ga. pre-finished counter flashing metal.

There are two mechanical units currently set on the roof. They are not supported by curbs. These units will need to be temporarily disconnected and set on curbs/sleepers that are flashed into the roof. Further, the electrical lines for the existing exterior lighting has been installed on the wood fascia. This will need to be disconnected to allow the new fascia metal to be installed. We have met with Brian Kovar of Aid Electric and Tom Sahli with Horwitz Mechanical at the site to review the existing conditions. Brian noted that the existing lights on the west elevation have

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not been upgraded to LED lights. The electrical pricing includes replacement of these lights. The electrical pricing also includes a new electrical circuit and auto functioning heat trace cable for the downspout. The cost provided for the electrical modification is \$2,795.00. The cost provided for the mechanical modifications is \$4,870.00. These costs have been included in the proposal below.

As part of the interior remodel the enclosure for the mechanical equipment located on the east elevation is to be opened up, reinsulated and new plywood sheathing installed. That work is to be part of the interior remodel scope of work and its cost are not included. The roof replacement scope of work is to include retuning to the site once they are complete and installing underlayment and a UC500 style vertical panel on the enclosure.

Additionally, the remodel is also to include painting the interior of the storefront windows on the west elevation. The roof replacement scope of work is to include infilling a 2x6 stud wall against the exterior of the windows. The inside of the new stud wall to be clad with type X gypsum board (for fire rating). The exterior of the stud wall to be clad with 3/4" plywood. Infill stud wall with fiberglass batt insulation. Waterproofing of stud wall is to be ice and water shield and 24-gauge pre-finished metal panels (similar to UC-500 panel). Pricing for window infill to be supplied as an add alternate.

The undersigned proposes to furnish all labor, materials, and equipment as noted below in a workmanlike manner:

SPECIFICATIONS:

General Conditions

1. Set up at site. Protect building from debris and secure work area.
2. Secure required building permits.
3. Provide a temporary toilet facility for roofing and sheet metal crews.

Demolition

4. Remove the existing roof membrane and insulation down to the plywood roof deck.
5. Remove sections of the plywood soffit on the east and west elevations to the extent required to insulate the vent openings into the joist attic space.
6. Remove the existing wood blocking at the perimeter edges to allow new wood blocking to be installed flush to the outside of the existing fascia detail.
7. Remove all metal perimeter flashings.

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8. Remove the siding on adjacent building on the north elevation to allow a new expansion joint detail to be installed.
9. Properly dispose of all debris.

Deck

10. Review the roof deck and repair any deteriorated decking at the unit cost provided below.

Insulation

11. Mechanically attach 2 layers of 2.5" polyisocyanurate insulation over the plywood roof deck.
12. Install tapered sumps at the primary roof scupper to aid drainage.
13. New roofing system to meet or exceed current Minnesota state energy code as per manufacturer's published literature on "R" values.
14. Install batt insulation in the vent openings over the exterior walls located in the east and west elevations soffit.

Carpentry

15. Install new 2x wood blocking at the east, south, and west perimeter edges of the main roof area to equal the new insulation thickness. New wood blocking to extend out to be flush with the existing fascia to eliminate the ledge detail.
16. Fabricate and install new wood sleepers/curbs for the existing mechanical equipment.
17. Install new 4x wood cant on top of the new wood blocking at the main roof area.
18. Install new wood blocking per the detail supplied for the roof to wall detail on the north elevation of the main roof area.
19. Install new parapet walls and roof deck as described above and, in the details, attached for the new marquee facade on the entrance roof area.
20. Resecure any loose plywood sheathing at the fascia and soffit locations as required.

Roofing

21. Install four plies of type IV felt in Type III asphalt. Interply moppings to average 25 pounds per square. Felt to meet ASTM D2178 Type IV; FM approved and UL classified.
22. Apply a 60-pound flood coat of Type III asphalt and embed roofing gravel at a rate of 400 pounds per square.
23. Install two ply base flashing system consisting of one ply of type IV felt and one ply of granulated modified flashing at all perimeter and curb details in accordance with manufacturer's recommendations.

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24. Flash all penetrations in accordance with the roofing manufacturer's current recommendations.

Sheet Metal

- 25. Fabricate and install new two piece prefinished 24-gauge steel cant and fascia metal detail at roof perimeter. The base of all perimeter edge metal to be secured with a 20-gauge continuous keeper strip. Fascia and cant edge metal face size not to exceed 8"
- 26. Fabricate and install new prefinished 24-gauge steel counter flashings and pipe box covers at curb details
- 27. Fabricate and install one new 24-gauge prefinished steel scupper and downspout assembly.
- 28. Fabricate and install 24-gauge prefinished steel beam covers for the exposed beams on the south elevation.
- 29. Fabricate and install new 24-gauge prefinished steel soffit panels (similar to UC500 panel).
- 30. Prefinished galvanized steel color to be Firestones Brandywine.
- 31. Install ice and water barrier underneath all perimeter sheet metal.

Warranty

- 32. Furnish a manufacturer's 20 year no dollar limit guarantee.
- 33. Furnish 35-year metal finish warranty.

Base Bid Contract Price

All the above work will be provided for the sum of One Hundred Thousand Twenty & No/100 Dollars, \$100,020.00.

Alternate #1: The additional cost to change the insulation in the base bid to an 1/8" per foot tapered insulation system with a minimum thickness at the drain sump of 3" (average R30). This scope change will require that an 18" insulated parapet wall (2x6 construction) be installed on the 3 exterior walls. The additional cost for the scope of work change is **\$12,850.00.**

Alternate #2: The additional cost to provide the window infill on the west elevation storefront windows is **\$7,750.00.**

Exclusions:

- 1. Snow removal.
- 2. Work in temperatures below 20 degrees Fahrenheit.
- 3. Stamped structural drawing for the new Marquee Façade for the main entrance roof.

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Pricing is valid for up to 60 days from the date of this letter.

Acceptance

By signing this Contract, the Purchaser accepts all its terms and conditions:

- 1. PAYMENT TERMS.** Payment of the Contract Price shall be made monthly upon receipt of an invoice for portion of the Work performed during that month. If any invoice remains unpaid to the 20th day following receipt by Customer, Customer agrees to pay Contractor interest at the rate of ten percent (10%) per annum from the due date until paid.
- 2. TAXES.** Contractor's price includes applicable taxes imposed on the work or materials included in this contract, to the extent required by law to be collected by Contractor. Such taxes may be separately itemized on invoices.
- 3. SECURITY FOR PAYMENT.** Customer understands that if Contractor is not paid it can assert a lien against the property. Contractor will issue waivers of its lien rights only to the extent it receives payment.
- 4. RIDER.** Understands and agrees to all items and clarifications within RIDER #1(Attachment)

The offer of this Contract shall expire automatically unless Customer delivers a properly authorized and signed copy to Central Roofing Company before the 30th day after the date shown above. No modification by Customer shall become a part of this Contract unless specifically agreed to in writing by Central Roofing Company.

Date Accepted:

By: _____

Title: _____

Central Roofing Company

By: _____

Jon Meyer
Title: Project Manager

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RIDER #1

ASBESTOS/HAZARDOUS SUBSTANCE

The owner warrants that there are no asbestos containing materials present in or on the building that could be affected in the performance of this work under contract. Contractor's scope of work shall not include the identification, detection, abatement, encapsulation, removal and/or disposal of asbestos or other hazardous substances. If contractor encounters or disturbs in any way any such products or materials in the course of performing its work, or if such hazardous materials are encountered by any other firm performing work at the job site and contractor determines that such materials present a hazard to its employees, contractor shall have the right to discontinue its work and remove its employees from the job site until such products or material, and any hazards connected therewith, are located and abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require), and contractor shall receive an extension of time to complete its work hereunder and compensation for delays or other additional costs encountered as a result of such situation or correction. *(This is required by our insurance company).*

MECHANICAL AND OTHER ROOFTOP EQUIPMENT

If, in order for Central Roofing Company (CRC) to perform its work under this contract, it becomes necessary to disconnect, remove, relocate or otherwise deal with any mechanical or other equipment located on the deck or other surface on which CRC's work is to be performed, Owner to Owner's agent shall provide for the disconnection, removal, relocation, or other appropriate action with respect to such mechanical or other equipment and further, shall provide for the reconnection, replacement or relocation of such mechanical or other equipment following completion of CRC's work. CRC shall have no responsibility with respect to any such rooftop equipment.

MOLD

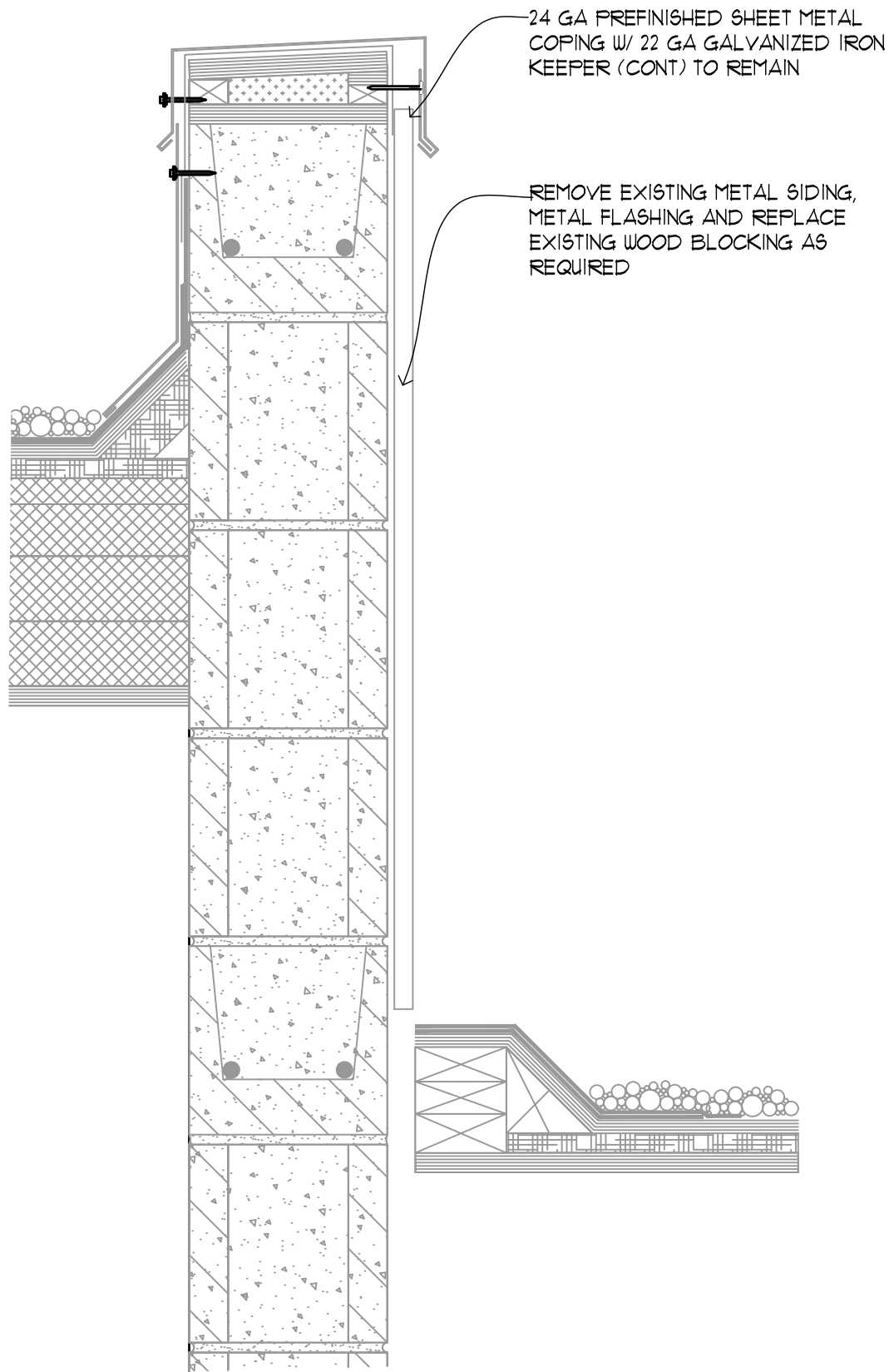
Moisture that has entered the building prior to our installation or repair of the roofing system may result in mold growth. We disclaim any and all responsibility for damages to persons or property arising from or relating to the presence of mold in the building. By executing the contract to which this Notice is affixed, Owner 1) releases us from any and all claims Owner and Owner's a) family members, b) employees, c) tenants or d) any other building occupants may have as a result of such mold growth and 2) agrees to hold us harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in Owner's building.

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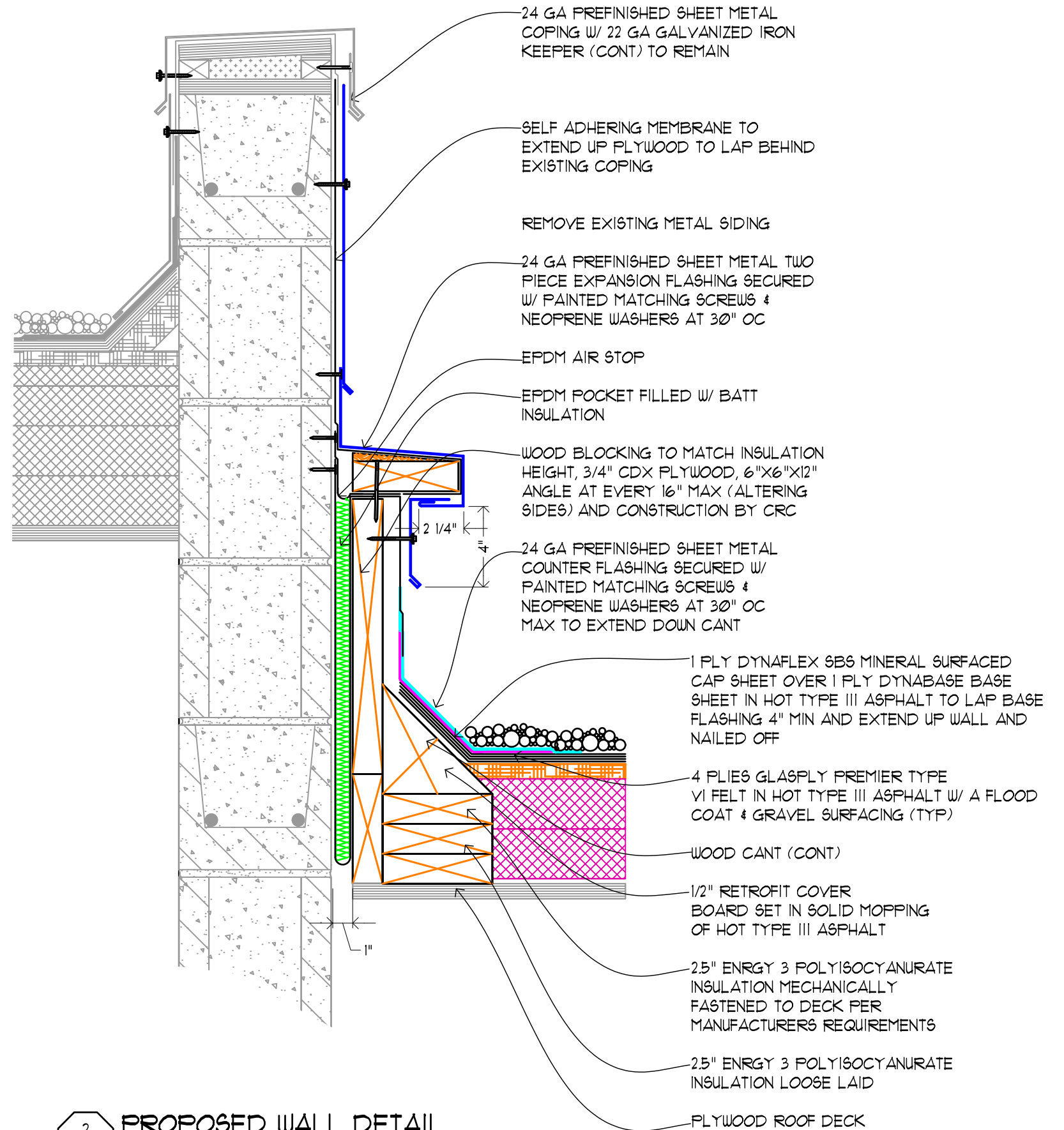
4550 Main Street NE - Minneapolis, MN 55421

(763)572-0660 - Fax (763)572-0230

www.centralroofing.com



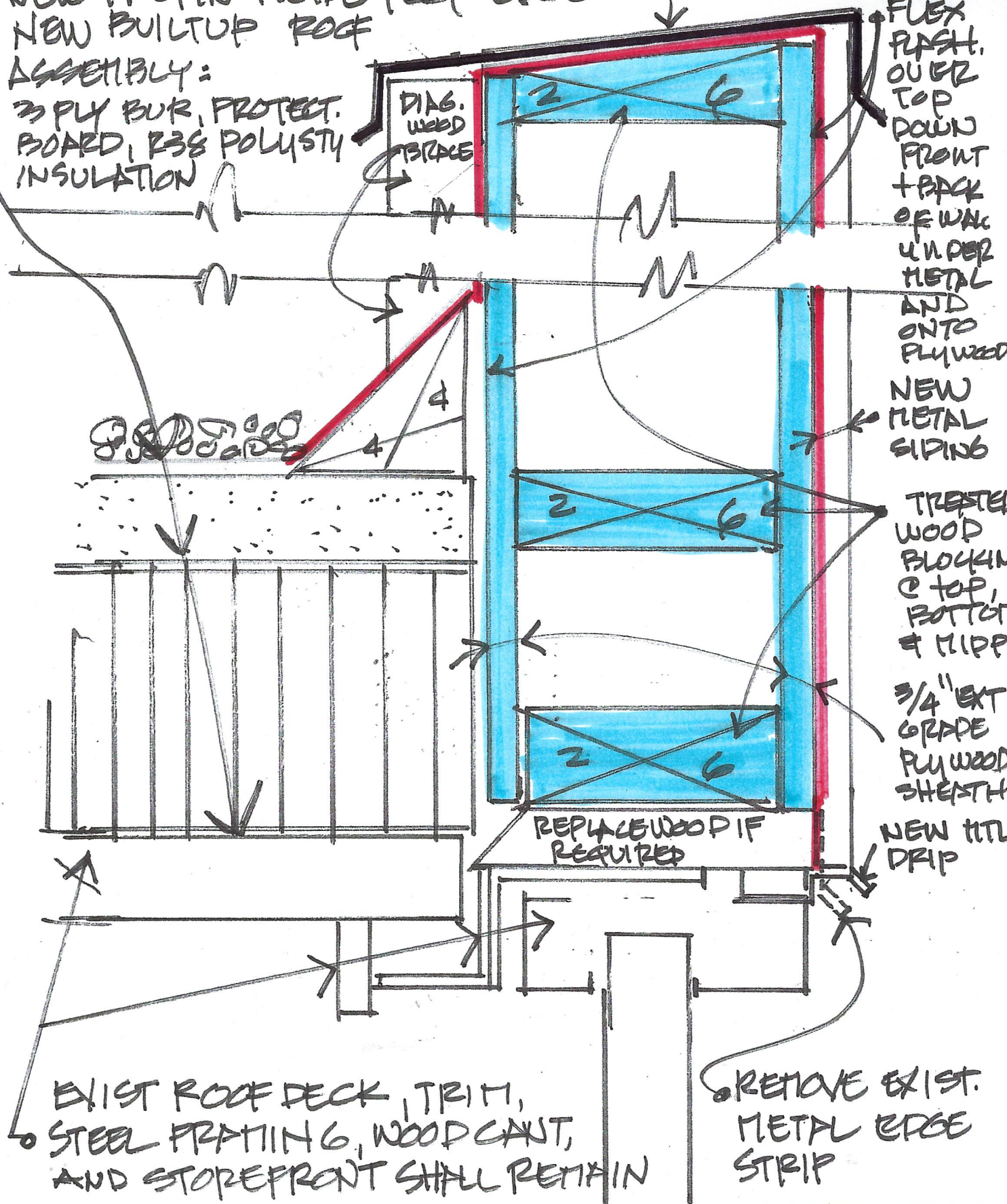
1 EXISTING WALL DETAIL
2.0 NOT TO SCALE



2 PROPOSED WALL DETAIL
2.0 NOT TO SCALE

NEW PREPARED METAL ROOF EDGE
NEW BUILTUP ROOF

ASSEMBLY:
3 PLY BUR, PROTECT.
BOARD, R38 POLYSTY
INSULATION



EXIST ROOF DECK, TRIM,
STEEL FRAMING, WOOD CASING,
AND STOREFRONT SHALL REMAIN

REMOVE EXIST.
METAL EDGE
STRIP

SECTION THROUGH MARQUEE

TOP VALU' LIQUOR III

10/28/20



Quotation Contract

Quote#: 825-00023-PQQ

Date Nov 13, 2020

To

City Of Columbia Heights

Project

Columbia Heights Liquor Store
5225 University Avenue Northeast
Columbia Heights, MN 55421

Per your request we have prepared a proposal for reroofing at the above named project, base on the following information:

The plywood roof deck is supported by joists that run east to west that are supported by 5 beams that run north to south. Venting in the soffit on the east and west elevations indicate that the joist space below the roof deck is insulated.

The main roof appears to be structurally sloped to the NW corner where a scupper and downspout assembly direct water into an inground receiver. A flange drain is located near the NE corner. We believe the intent of the flange drain is to be the overflow for the scupper on the NW corner.

The entrance roof located on the west elevation appears to be flat and may retain water. Its drainage is via two scuppers that dump the water onto the parking area below. No downspouts are currently in place for these two scuppers.

As the main roof appears to drain adequately as currently constructed the base bid for the project will be to remove the existing BUR system down to the plywood roof deck then insulate with flat stock insulation and tapered insulation adjacent to the scupper locations to enhance the drainage. Removal of sections of wood soffit on the east and west elevations will be required to allow access to the vent openings into the joist space. The vent openings will need to be insulated with either fiberglass insulation or low-rise urethane foam insulation.

The scope of the roof replacement is also to include new metal flashings. The new metal flashings are to include cladding the entire fascia and a UC500 style unvented panel is to be installed over the existing soffit. The new soffit panels are to be set on hat channels to allow a space for relocation of the electrical lines for the new lighting.



Quotation Contract

Quote#: 825-00023-PQQ

Date Nov 13, 2020

To

City Of Columbia Heights

Project

Columbia Heights Liquor Store
5225 University Avenue Northeast
Columbia Heights, MN 55421

On the north elevation, the Heights Liquor store butts up against the neighboring building. Currently, the connection of the two roof assemblies is suspect and water is accessing the space between the buildings. At this location, the metal siding panels on the adjacent building should be altered. A new roof to wall expansion joint should be constructed to properly connect the waterproofing of the two buildings' roof assemblies.

There are two mechanical units currently set on the roof. They are not supported by curbs. These units will need to be temporarily disconnected and set on curbs/sleepers that are flashed into the roof. Further, the electrical lines for the existing exterior lighting has been installed on the wood fascia. This will need to be disconnected to allow the new fascia metal to be installed. The electrical and mechanical disconnects/reconnects are to be performed by others.

As part of the interior remodel the enclosure for the mechanical equipment located on the east elevation is to be opened up, reinsulated and new plywood sheathing installed. That work is to be part of the interior remodel scope of work and its cost are not included. The roof replacement scope of work is to include retuning to the site once they are complete and installing underlayment and a UC500 style vertical panel on the enclosure.

The undersigned proposes to furnish all labor, materials, and equipment as noted below in a workmanlike manner:

SPECIFICATIONS-

General Conditions:



Date Nov 13, 2020

Quotation Contract

Quote#: 825-00023-PQQ

To

City Of Columbia Heights

Project

Columbia Heights Liquor Store
5225 University Avenue Northeast
Columbia Heights, MN 55421

- Set up at site. Protect building from debris and secure work area.
- Secure required building permits.
- Provide a temporary toilet facility for roofing and sheet metal crews.

Demolition:

- 1.) Remove the existing roof system down to the plywood roof deck.
- 2.) Remove sections of the plywood soffit on the east and west elevations to the extent required to insulate the vent openings into the joist attic space.
- 3.) Remove the existing wood blocking at the perimeter edges to allow new wood blocking to be installed flush to the outside of the existing fascia detail.
- 4.) Remove all metal perimeter flashings.
- 5.) Remove the siding on adjacent building on the north elevation to allow a new expansion joint detail to be installed.
- 6.) Properly dispose of all debris.

Deck:

- 1.) Review the roof deck and repair any deteriorated decking at the unit cost provided below.

Insulation:



Date Nov 13, 2020

Quotation Contract

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To

City Of Columbia Heights

Project

Columbia Heights Liquor Store
5225 University Avenue Northeast
Columbia Heights, MN 55421

- 1.) Mechanically attach 2 layers of 2.5" polyisocyanurate insulation over the plywood roof deck.
- 2.) Install tapered sumps at the roof scupper locations to enhance drainage.
- 3.) Install batt insulation in the vent openings over the exterior walls located in the east and west elevations soffit.

Carpentry:

- 1.) Install new 2x wood blocking at the east, south, and west perimeter edges of the main roof area to equal the new insulation thickness.
- 2.) Install new 4x wood cant at the perimeter roof edge location.
- 3.) Fabricate and install new wood sleepers/curbs for the existing mechanical equipment.
- 4.) Install new wood blocking per the detail supplied for the roof to wall detail on the north elevation of the main roof area.
- 5.) Fasten any loose plywood sheathing at the fascia and soffit locations as required.

Roofing:

- 1.) Install four plies of type IV felt in Type III asphalt. Interply moppings to average 25 pounds per square. Felt to meet ASTM D2178 Type IV; FM approved and UL classified.
- 2.) Apply a 60-pound flood coat of Type III asphalt and embed roofing gravel at a rate of 400 pounds per square.
- 3.) Install two ply base flashing system consisting of one ply of type IV felt and one ply of granulated modified flashing at all perimeter and curb details in accordance with manufacturer's



Date Nov 13, 2020

Quotation Contract

Quote#: 825-00023-PQQ

To

City Of Columbia Heights

Project

Columbia Heights Liquor Store
5225 University Avenue Northeast
Columbia Heights, MN 55421

recommendations.

- 4.) Flash all penetrations in accordance with the roofing manufacturer's current recommendations.

Sheet Metal:

- 1.) Fabricate and install new two piece prefinished 24-gauge steel cant and fascia metal detail at roof perimeter. The base of all perimeter edge metal to be secured with a 20-gauge continuous keeper strip. Fascia and cant edge metal face size not to exceed 8"
- 2.) Fabricate and install new prefinished 24-gauge steel counter flashings and pipe box covers at curb details
- 3.) Fabricate and install one new 24-gauge prefinished steel scupper and downspout assembly.
- 4.) Fabricate and install 24-gauge prefinished steel beam covers for the exposed beams on the south elevation.
- 5.) Fabricate and install new 24-gauge prefinished steel soffit panels (similar to UC500 panel).
- 6.) Prefinished galvanized steel color to be Firestone Brandywine.
- 7.) Install ice and water barrier underneath all perimeter sheet metal.

Warranty:

- 1.) Furnish a manufacturer's 20 year no dollar limit guarantee.
- 2.) Furnish 35-year metal finish warranty.



Quotation Contract

Date Nov 13, 2020

Quote#: 825-00023-PQQ

To

Project

City Of Columbia Heights

Columbia Heights Liquor Store

5225 University Avenue Northeast

Columbia Heights, MN 55421

All of the Above for the Net Sum of: \$89,334.00.

Exclusions:

1. Snow removal.
2. Framing or drawings for the new Marquee Façade for the main entrance roof and Infill and panels at the Storefront Window wall.
3. Any Mechanical, Electrical or Plumbing construction.

The acceptance of this Offer shall be signified by the return of a copy hereof duly accepted. If any of the work is proceeded with, it shall be deemed that the work is being done subject to the terms and conditions hereof even if no formal acceptance has been received. This quotation is subject to conditional acceptance. General Conditions form part of this contract.

City Of Columbia Heights

Flynn Midwest LP

Dan Lewis

Accepted this _____ day of _____ A.D. _____



Quotation Contract

Date Nov 13, 2020

Quote#: 825-00023-PQQ

To

Project

City Of Columbia Heights

Columbia Heights Liquor Store
5225 University Avenue Northeast
Columbia Heights, MN 55421

GENERAL CONDITIONS

Customer: City Of Columbia Heights hereinafter referred to as "Customer".

Credit: Company reserves the right to require Customer to complete a Credit Application notwithstanding Customer's acceptance of the Quote. In such case, Company reserves the sole and exclusive right to terminate this Quote if Customer's credit is not approved by Company or if Customer's creditworthiness materially changes.

Expiration of Offer: The price of the Work is the price stated on the face of this Quote (the "Price"). If Customer does not accept this Quote in writing within thirty (30) days of the Effective Date, then the Price is subject to increase by Company, but all other terms of the Quote (including the General Conditions) shall remain the same.

Terms of Payment: Customer shall pay Company in full within thirty (30) days after Customer's receipt of Company's invoice, without set-off, deduction or back-charges other than retention, if any. Customer shall pay interest on all amounts not paid within thirty (30) days of the date of Company's invoice at a rate of 18% per annum, calculated on a daily basis from such date. If Company should incur collection costs and institutes any action or suit to collect any unpaid amount it is owed, then Customer shall be responsible to pay all such collection costs, charges and expenses, including, but not limited to, Company's attorneys' fees.

Force Majeure and Price Increases: Company is not responsible for delays in providing the services, material or labor caused in whole or in part by transportation tie-ups or delays, strikes, picketing, boycotts, labor disputes, floods, ice storms, hurricanes, tornados, other inclement weather, acts of terrorism, fire, accidents, riots, war, acts of God, or other causes beyond the Company's control. Company shall be entitled to a reasonable extension of time in which to complete the Work in the event of a delay caused by any such force majeure. If any delay in Company's ability to provide the Work as a result of such force majeure continues for a period of three (3) months, or for sixty (60) days in any one hundred and twenty (120) day period, Company shall be entitled to terminate the Quote immediately, upon giving written notice to Customer. In such case, Company shall be paid for all materials fabricated or all Work provided as of the date of its giving notice of the termination. Company shall be entitled to increase the Price in the event of unforeseen escalation in the price of materials or products.

Insurance: Customer shall carry customary all-risk insurance to insure against perils of fire, tornados, earthquakes, floods, ice storms, vandalism, theft, collapse, windstorm and other hazards, as well as liability insurance sufficient to cover claims of bodily injury and other physical injury or property damage which are caused in whole or in part by Customer, at Customer's sole expense. Company shall carry liability insurance with coverage up to \$2,000,000 aggregate, to cover claims of bodily injury and other physical injury or property damage which are caused in whole or in part by Company, at Company's sole expense. All such insurance shall be maintained throughout the period in which the Work is performed. Except as otherwise stated herein, the parties hereto mutually waive claims for liquidated damages, incidental damages, consequential damages, loss of profits, and delay of use or occupancy other than direct damages to physical property or injury to persons.

Installation and Work Site: Company's method of installation shall be consistent with the specifications provided by the Customer prior to the date of the Quote, if any, unless otherwise mutually agreed to in writing by the parties. Customer shall provide a lay down area, at no charge to Company, for the purpose of temporary storage of equipment and supplies which are part of the Work. The laydown area shall be considered part of the Project for purposes of this Quote. If Customer requires variations to the materials or labor for the Project or if the Work is delayed by an act or omission of the Customer or by a stop work order not attributable to the Company, then Company shall be paid for such variations or the reasonable costs resulting from such delay and shall be entitled to additional time sufficient for Company to perform the Work.

Roofing Warranty: Company's warranties of any roofing products and materials included as part of the Work are set forth in the Limited Warranty attached hereto as "Attachment A," which is incorporated herein by this reference.

Mediation and Arbitration: Any claims arising out of or related to any of the Contract Documents ("Claims") shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable or other binding dispute resolution proceedings by either party. Mediation shall be conducted by a neutral third-party agreed to by Company and Customer, and shall be held in the place where the Project is located, unless another location is mutually agreed upon. Any demand for arbitration and legal or equitable proceeding instituted by or against either Company or Seller shall be stayed pending the outcome of the mediation. The parties shall share the mediator's fee equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any Claims that are not resolved through mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party. The Arbitration shall be conducted by a neutral third-party agreed to by Company and Customer, and shall be held in the place where the Project is located, unless another location is mutually agreed upon. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The Federal Arbitration Act shall govern this clause.

Amendments and Changes: Customer may, from time to time, request amendments to or changes in the Work within the general scope of the Quote, without invalidating the Quote. If such change causes an increase or decrease in the cost of or the time required for performance of the Work, an adjustment will be made to the Price and to the delivery schedule, as agreed to by these parties.

Waivers: Any failure by Company to insist upon strict performance of any of these General Conditions shall not be deemed a waiver of any rights or remedies that Company may have unless expressed in writing and, in any event, shall not be deemed a waiver of any subsequent breach or default by Customer of the terms and conditions contained herein.

Governing Law: The Quote shall be interpreted in accordance with the laws of the state where the Project is located. The parties hereby submit to the jurisdiction of the courts of such state, and acknowledge that venue is proper in the County where the Project is located.

Assignment or Transfer: The Quote shall not be assigned, sold or transferred by Customer without the prior written consent of the Company.

COMPANY IS NOT A LICENSED ENGINEER. CUSTOMER IS ADVISED TO CONSULT WITH A DESIGN OR DESIGNATED BUILDING PROFESSIONAL PRIOR TO PERFORMING ROOFING WORK OR REPAIRS.

Customer Initials