

MEMO 24-11

TO: Frank Schulte, City Administrator
FROM: James Kowalski, Director of Public Services *J.K.*
DATE: February 6, 2024
SUBJECT: Torrey Road Pump Station Roof Replacement

The Torrey Road Pump Station's roof is over 30 years old and recently had several leaks. On December 4, 2023, the roof was professionally inspected. The inspection discovered the roof's membrane is weathered and rotted in many areas, along with all the flashing.

The city requested and received the following quotes to replace 1,621 square feet of the Torrey Road Pump Station's roof.

Four Seasons Kanga Roof	\$23,395.00
Platinum Roofing	\$25,000.00
ESKO Roofing & Sheet Metal, Inc.	\$32,049.00

Four Seasons Kanga Roof is the lowest bidder and includes a 20 year Full Systems Manufacturers' Warranty.

Therefore, I am requesting Council to authorize the replacement of the Torrey Road Pump Station's roof from Four Seasons Kanga Roof, 29153 Groesbeck Hwy., Roseville, MI 48066 in the amount of \$23,395.00. I further recommend a contingency in an amount not to exceed \$4,000.00 for any unforeseen problems should they arise. The total project will not exceed \$27,395.00.

Funds are available in the 2023/2024 fiscal year budget in the Pump Station Contractual Services account no. 592-542-818.000.

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.



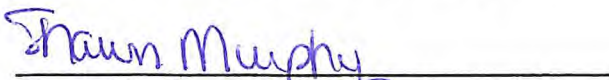
Frank Schulte, City Administrator

2-6-24

Date

Fund Certification:

Account numbers and amounts have been verified as presented.



Shawn Murphy, Comptroller/Treasurer

2-6-24

Date

RECEIVED

FEB 06 2024

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



586-566-0308
www.Kanga-Roof.com
HopTolt@Kanga-Roof.com
29153 Groesbeck Hwy
Roseville MI 48066

Proposal

Date: 1/10/2023
Company: City of Grosse Pointe Woods
Client: Jim Kowalski % City of Grosse Pointe Woods
Project: 1266 Torrey Road, Grosse Pointe Wood, MI 48236

Four Seasons Kanga Roof, ("Kanga Roof"), will furnish and install all labor and materials to complete this project as indicated below. This project will conform to local and state building codes. This project will conform to manufacturer's recommendations as well as best practices and industry standards.

The proposed system follows specifications designed and recommended by the manufacturer of the roofing system. It is also based on our recommendations as an installer of the proposed system, as well as the system and products requested by the building owner. Kanga Roof is not an engineering firm or designer.

Insurance - Kanga Roof maintains General Liability and Workers Compensation insurance on all projects along with a Two Million Dollar Umbrella Policy.

Permitting - Kanga Roof shall obtain all necessary permits from the City Building Department and pay all required permit fees and use taxes. These fees are included in the base price unless specifically excluded.

Safety - All work shall be performed in compliance with current OSHA standards.

Protection - Each day measures will be taken to reasonably protect the building exterior, landscaping and surrounding property. Kanga Roof shall maintain a clean job site and will thoroughly clean job site of all job-related debris upon substantial completion.

Low Price Guarantee - It is always our intention to offer you the very best value in the roofing industry. In the event that you find a lower price, Kanga Roof agrees to meet or beat any competitors pricing so long as it is a true 'Apples-to-Apples' comparison.

Mastercraftsman Guarantee - Unless otherwise specified, all work is covered by a 5-year Mastercraftsman workmanship GUARANTEE. If any leaks should develop as a result of our workmanship, all leaks will be repaired free of charge.

Dedicated Project Management - Each commercial project is assigned a project administrator and site supervisor/superintendent to oversee the installation of approved work and ensure our team finishes strong.

Due to current pricing volatility experienced nationwide, as well as the everchanging supply chain issues, any cost included hereunder for either the materials or manufacturer warranty is the Customer's price for the warranty as of the time of entering this Agreement. The contractor cannot and does not guarantee that the cost will not be increased by the manufacturer between the time of entering this Agreement and the time the materials are delivered or the warranty is registered/issued, and as such, the Customer understands and agrees that if there is an increase in the actual cost of the manufacturer is in excess of 5% subsequent to the making of this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to the Contractor. The contractor will submit written documentation of the increased cost to Customer upon request, however, Customer acknowledges that any additional costs/payment for materials or the issuance of a manufacturer warranty under this Agreement is the sole responsibility of Customer, and Contractor shall not be held liable or responsible for the same.

Pricing is based on having adequate area to set up and store materials. Pricing is based on standard stock colors. Any alteration or deviation for the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. This proposal including the attached Kanga Roof "Terms and Conditions". This agreement constitutes a contract between Kang Roof and the Owner. Note - we may withdraw this proposal if not accepted within 30 days.

Payment Terms: 1/3rd at contract signing, and balance at substantial completion.*

*Cost of warranty may be withheld as retainer until roof passes manufacturer's warranty inspection.

By signing this agreement you acknowledge that you have the authority to make this a binding agreement between any/all building owners and Four Seasons Kanga Roof.

Roof System: 60 Mil EPDM w/Tapered Insulation

Contract Amount: _____

Metal Color: _____

Signature: _____

Name: _____

Date: _____

ACCEPTANCE OF PROPOSAL BY FOUR SEASONS KANGA ROOF: The above prices, specifications and attached terms and conditions are hereby accepted.

Signature: _____

Name/Title: Bill Burkhardt, Jr
VP of Sales & Marketing

Date: _____

ACCEPTANCE OF WORK PERFORMED: I hereby authorize the above work scope. The above terms and conditions are hereby accepted, you are authorized to proceed with the work, and all payments will be made within terms. I have the authority to bind this agreement representing all property owners for the above location. I agree to pay 1.75% per month for past due contracts, (minimum charge \$15.00). In the event that collection efforts are initiated against me, the company, or the property, I shall pay for all associated fees at the posted rates as well as all collection fees and reasonable attorney fees. I agree that the amount set forth in this space marked 'Contract Amount' is the total base amount plus any charges for unforeseen conditions such as decking, HVAC, plumbing or wood repairs.

- claim, loss or expense resulting from the presence of conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.
- K. Customer acknowledges that re-roofing of an existing building may cause disturbances, dust or debris to fall into the interior.
- i. The customer agrees to remove or protect properly directly below the roof in order to minimize potential interior damage.
 - ii. The contractor shall not be responsible for disturbances, damage, clean-up, or loss to interior property that the Customer did not remove or protect prior to commencement of roofing operations.
- L. All work is to take place during regular work hours or regular working days.
- M. Neither Customer or Contractor shall be liable to the other party hereto for any loss, damage, or delay arising out of any cause beyond the reasonable control of either party, including but not limited to: acts of government, strikes, lockouts, fire explosion, theft, floods, riots, and civil commotion, war, malicious mischief, or force majeure: provided however, that, should loss or damage to our material or work occur at the Installation site, Customer shall compensate Contractor therefore unless such loss or damage results from the actors or omissions of Contractor. The contractor's liability with respect to any claim by Customer for any nature pursuant to this agreement shall be limited to the dollar amount of this proposal. Under no circumstances shall either Contractor or Owner be liable to the other for any consequential damages from whatever cause arising.
- N. Any controversy or claim arising out of, or in relating to, this proposal or the breach thereof shall be settled first by mediation. If not settled, then by arbitration in accordance with the rules obtained through the American Arbitration Association. The decision of a single arbitrator shall be final as to law and fact, and judgment upon the award may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be held at such a place that the parties mutually agree upon. In the event that the parties fail to agree, it shall be held in the County of Macomb in the State of Michigan. The owner shall limit any claims to Kanga Roof.

Unit Prices for Hidden or Unforeseen Work

- A. All reasonable efforts have been made to determine the composition of the existing roof system, in the event the actual construction is different from the projected, any additional work required would be completed on a time and material basis at a rate of \$96 per hour per man plus materials.
- B. Metal deck replacement 0-400 square feet: \$14.00 per square foot.
- C. Metal deck replacement 401 square feet and over: \$12.00 per square foot.
- D. Wood deck replacement: \$8.00 per square foot.
- E. Wood nailers: \$4.50 per board foot.
- F. Metal deck plating: \$10.00 per square foot.
- G. Damaged insulation per layer: \$4.00 per square foot.
- H. Roof drain inserts: \$750.00 each.