



The City of Coldwater has a 2nd quote in for the gutter repair on the old part of the building, and is interested in pursuing this bid, as it's quite a bit less than the first quote received from Brussee/Brady (who managed similar work in 2012). The Coldwater City Manager, Jeff Budd, is offering to partner with us to get this project done.

As a reminder, there is a pattern of leaking that around the perimeter of the 3rd floor in the old section of the building. After replacing a section of gutters that were in very bad condition in 2012, the leaking in that section stopped. The symptoms of the leaking on the other areas of the old section were consistent with similar trouble, especially since the leaks continued after the roof was replaced and inspected by the City.

See the attached quote for details, but it will be the same work as in 2012: replacing the deteriorating galvanized steel gutters with copper, the length of the old part of the building. Last year the possibility was discussed with the City of partnering to complete this repair. Jeff Budd is willing to recommend to the Coldwater City Council that the City put in \$25,000, and he requests that we provide up to the same amount. The City has no obligation to provide any support for building maintenance whatsoever under the terms of our current lease agreement (which expires next year).

The Coldwater Capital fund balance is at \$20,0137, and there is the ever-popular Fisher fund out there, too, which could be used for building maintenance such as this. Together these funds would cover the amount requested by the City and get all the gutters on the old part of the building replaced.

If we can come to an agreement at this special meeting, then Jeff Budd can go to the Coldwater City Council on June 8th to get their support. If all that happens, we should be able to get construction started in the middle of July. This shouldn't affect Summer Reading, since it's all outside on the west side, not in the parking lot.

Hoekstra Roofing Company

Kalamazoo and Battle Creek

Main Office: 1963 Olmstead Road • Kalamazoo, MI 49048 • (269) 343-5536 • Fax (269) 343-1095

Visit our Website at: www.hoekstraroofing.com

Proposal and Specifications

May 28, 2015

Submitted to: Branch District Library
10 East Chicago
Coldwater, MI 49036

Attn: Bob Granger

Cell: 517-617-4450

Email: bgranger@coldwater.org

Hoekstra Roofing Company hereby submits specifications:

Bob,

As we discussed, I will include a base bid to repair the internal gutters at the designated eve edges adjacent to the steeple tower (see photo). Also, I will include an alternate price to repair the middle building eve edges and install copper gutters as well.

Base Bid – Internal Copper Gutter – Three sections

1. 39.04 feet
2. 14.30 feet
3. 13.71 feet

Scope of Work

1. Remove shingles as needed to gain access to metal gutters.
2. Remove existing gutter system and dispose of in licensed landfill.
3. Install ice and water shield to entire area and under existing shingles.
4. Shop fabricate and install 12 oz. copper gutter with deck apron soldered in place.
5. Install new shingles to match style and color.
6. Inspect steeple valley and make elastomeric repairs as needed.
7. Includes dumpster, rental lift and all cleanup daily.

Price Not to Exceed: \$24,977.00*

Alternate

- Repair eve edges and install copper gutters at the Middle Building.

Price Not to Exceed: \$18,853.00*

*Time and material cost per 2015 HRC Service contract. All additional work and/or wood replacement will be billed per service contract.

Sincerely,



Dale Roach
Project Manager

By initialing here, each Installation Location Owner, or authorized representative thereof, acknowledges that the above Specifications fully describe the extent of the work to be provided by Hoekstra pursuant to this Proposal.

Please Initial Each Page: _____

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Submitted to: Branch District Library
10 East Chicago
Coldwater, MI 49036

Attn: Bob Granger

Re: Current 2015 Service Rates

Phone: 517-617-4450

Email: bgranger@coldwater.org

Hoekstra Roofing Company hereby submits specifications:

Our current service rates for 2015 are as follows.

Serviceman labor rate per hour	\$62.00
Journeyman labor rate per hour	\$64.50
Laborer rate per hour	\$60.00
Sheet metal rate per hour	\$68.50

Time and material rates will be billed accordingly with a 15% markup on all materials. A \$25.00 fuel charge will be added for outside the 25 mile one-way trip.

Service trucks have two men per truck. Time and a half rates will apply after ten hours per day Monday through Friday and all day on Saturday. Sunday will be at a double time rate.

Just initial the T&M contract and sign the Contract Terms form and I will get you on the schedule. Our workers are very professional and will work hard to keep your building dry and safe.

Thanks again,



Dale Roach
Project Manager

HOEKSTRA ROOFING COMPANY – CONTRACT TERMS

PROJECT – Branch District Library

1. **Description.** Branch District Library (“Owner”) agrees to contract with Hoekstra Roofing Company (“Builder”) to provide certain roofing material and labor and other related services (hereinafter all roofing labor and materials and other services provided by Builder shall be referred to as the “Work”), according to the plans and specifications attached hereto as **Exhibit A**. The Builder’s Work and all other work undertaken by Owner or other contractors, if any, at its property (the “Property”) may collectively be referred to as the “Project” hereunder.
2. **Contract Price and Payment of Contract.** The contract price (“Contract Price”) is the price for construction and completion of the Work described on (**Hoekstra Roofing Company Proposal and Specification** (“Proposal”). Owner shall pay where applicable an initial deposit in advance of the Work as shown on the Proposal. Owner shall then pay to Builder any future amount invoiced to Owner, within fifteen (15) days after Builder has sent Owner an invoice for its services. Any amounts due and payable by Owner to Builder hereunder which are not paid timely shall accrue interest at a rate of eighteen percent (18%) per annum (one and five hundredths (1.5%) percent compounded every thirty (30) days) or the highest rate allowable under Michigan law, whichever is less.
3. **Change Orders.** Any and all additions, alterations, or changes to the plans and specifications, including any materials provided in the plans and Specifications, or to the scope of Builder’s Work, shall be agreed upon in writing and signed by the parties. The written document modifying the Work shall be referred to herein as a “Change Order”. Notwithstanding the foregoing, if the parties fail to sign a written Change Order where extra work has been ordered by Owner, or Owner’s agents, in writing or verbally, then Owner shall pay Builder’s reasonable costs for its labor, materials, and overhead for the extra work, plus Builder’s reasonable profit margin.
4. **Site Conditions.** Notwithstanding anything in this Agreement to the contrary, should any unsuitable, unusual or unforeseen roofing or other building conditions be encountered which Builder did not foresee, and it is necessary to remove or correct them to reasonably complete the Work, or the same increase Builder’s cost to complete the Work, then the cost of the correction of these conditions or the additional costs and expenses incurred by Builder shall be paid by Owner to Builder upon demand. These conditions shall include, but not be limited to, the repair or replacement of moldy, rotted, rusted, or other compromised roof decking, carpentry, masonry, or asbestos or other such materials or conditions discovered by Builder after commencement of the Work. Builder will also not be responsible for dust, debris, or ceiling components that may fall from below the roof deck during roofing operations. Owner shall also be responsible to pay Builder for all changes in the Work required by any laws or building codes or changes necessitated by structural or design defects.
5. **Specifications.** To the extent that specifications for the Project are provided by Owner or Owner’s agents or employees, said parties are responsible for any defect in the design of the Project or designation of materials or location of the Project which do not meet Owner’s satisfaction, industry customs or standards or building codes. Owner agrees that Builder shall bear no responsibility for damages arising out such design. Material type, size, location, design, installation, color, and other design selections can alter durability, price, value, and usability of the finished Project and Builder assumes no responsibility for selections or choices that are made by Owner or Owner’s agents and employees.
6. **Completion Time.** Owner agrees that the time of completion of the Work is dependent on a variety of factors and that while Builder can provide an estimate of completion time there is no guaranty that the Work will be completed on any specific date. Owner grants Builder complete discretion in the time and manner at which the Builder’s Work will be performed to account for outside work schedule of Builder, coordination of trades, weather, availability of labor and materials, and other factors that may affect the time of completion.
7. **Limited Warranty.** If the Work is subject to a limited warranty, the same shall be in writing and signed by the Builder; provided, however, that even where a limited warranty applies, the Owner agrees that there shall be no warranty of any kind related to any portion of the Work which is repair work (as opposed to complete roof replacement or the completion of new work provided by Builder to which the limited warranty may apply). EXCEPT FOR ANY EXPRESS WARRANTIES AS SET FORTH HEREUNDER, ALL OTHER IMPLIED WARRANTIES ARE HEREBY WAIVED AND DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, AN IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, AN IMPLIED WARRANTY OF HABITABILITY, AN IMPLIED WARRANTY OF MERCHANTABILITY, AND AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE. Failure to make timely payment in accordance with paragraph 2 voids any Warranty offered.
8. **Waiver of Mold and Other Claims.** Notwithstanding Builder’s obligation to construct the Work in a good, workmanlike manner, consistent with all applicable building codes, Owner acknowledges that moisture in and around the Project may cause mold growth, and that Owner and/or Owner’s customers, employees, visitors, and guests could be exposed to the inhalation of mold spores or have skin contact with mold contaminants. The effect of mold on a person’s health, if any, depends on the type of mold, the level of mold exposure, and the sensitivity of the person exposed. The Owner acknowledges that the Builder does not have control over the growth of mold in and around the Work on the Project and therefore Owner agrees to release Builder, and Builder’s owners, officers, employees, subcontractors, and suppliers, from all claims and causes of action related in any way to the existence of mold at the Project. Owner acknowledges that the Builder shall not be responsible for any damages, costs, or expenses caused by, or related to, mold, dry rot, mildew, or some other agent, substance, or material, that may exist at the Project and which may be associated with, or caused by, the Builder’s Work, including, but not limited to, losses or damage to the Project, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and any other adverse health effects.
9. **Attorneys’ Fees/Costs.** If either party breaches this Agreement, whether prior to or after commencement of construction, and the non-breaching party incurs any attorneys’ fees or other costs necessary to enforce this Agreement against the other party, then the non-breaching party’s attorneys’ fees and all court, expert witness, or other costs shall be due and payable by the breaching party, upon demand, and any judgment entered by any court shall include an award of attorneys’ fees and costs related to enforcement of this Agreement.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein, and there are no representations, warranties, covenants, or obligations except as set forth herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, statements and discussions, written or oral, of the parties hereto, relating to the matters contemplated by this Agreement.
11. **Builder’s License.** If the Project is a residential structure as defined under the Act, then under Section 114 of the Act, this Agreement incorporates the following language:

That a residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. That an electrician is required to be licensed under the electrical administrative act, 1956 PA 217, MCL 338.881 to 338.892. That a plumbing contractor is required to be licensed under the state plumbing act, 2002 PA 733, MCL 338.3511 to 338.3569. That a mechanical contractor is required to be licensed under the Forbes mechanical contractors act, 1984 PA 192, MCL 338.971 to 338.988.
12. **Other Provisions.** _____

We have read this Agreement carefully before signing and hereby acknowledge receipt of a copy thereof.

Owner: **Branch Distric Library**

Builder: **Hoekstra Roofing Company**

By: 

Its: **Dale Roach
Project Manager**

Dated: **May 28, 2015**

