

MEMORANDUM

To: Members of the City Commission

From: Lisa Agnor, City Manager

Date: August 7, 2015

Subject: Consider approval to award a bid for the replacement of the roof on the Marshall Public Library building

Five vendors received bid packets for the replacement of the roof on the Marshall Public Library building, and one timely response was received. Bids were opened at 10:00 a.m. on Tuesday, July 14, 2015 in the second floor conference room of City Hall.

A summary of the bid proposal is as follows:

- 1) **Curtis-McKinley Roofing & Sheet Metal, Inc.** presented a **Base Roof Proposal** per bid specifications of **\$153,683.00**. The work to be performed under this base proposal is to remove the existing roof system down to the structural deck and install the new roof system according to the specifications provided by the City.

This company also presented an **Alternate Roof Proposal** of **\$89,000.00**. The work to be performed under this alternate proposal is to install an overlay system over the prepared existing roof. Core samples were taken of the roof and found one existing roof layer which is comprised of a built-up roof with gravel over ½ inch perlite, over a vapor barrier, over 3 ½ inch perlite on a metal deck. This new system is considered one additional roof layer and is acceptable per building code. This new system also qualifies for a 20-year manufacturer's warranty. A detailed description of this alternate proposal is attached.

Staff Recommendation

After consultation with the Director of Support Services, it is the Staff recommendation that the City Commission accept the alternate bid proposal submitted and award Bid No. 2015/LIBRARY ROOF to Curtis-McKinley Roofing & Sheet Metal, Inc.

Lisa Agnor

From: Jack Redmon
Sent: Monday, July 20, 2015 11:35 AM
To: Lisa Agnor
Subject: Fwd: Marshall Library Roof System description

Sent from my iPhone

Begin forwarded message:

From: David McKinley <davidmck@curtismckinley.com>
Date: July 20, 2015 at 9:29:02 AM CDT
To: <redmon@marshalltexas.net>
Subject: Marshall Library Roof System description

Mr. Redmon,

Per our discussion, this is a description of the roof system as offered in our Alternate Roof Proposal:

- We will remove the existing gravel surfacing from the roof and dispose off site.
- We will remove the existing copper wall cap flashing from the perimeter of the roof. This will be stored on the roof for re-installation after the new roof is complete.
- We will remove existing roofing materials around the eight (8) roof drains and re-work with new tapered insulation to improve drainage into the drains.
- Over the entire roof area we will install a new 1/8" cover board which is mechanically attached with screws to the structural metal deck below.
- Over the cover board we will install a 2-ply modified bitumen membrane system.
- We will replace flashings on all vents, drains, plumbing pies, etc with new flashings.
- We will re-install the copper cap flashing at perimeter of roof. This will allow the building to retain its current appearance from the ground after we are complete.
- Curtis-McKinley will provide a 2-year corporate warranty to repair leaks. The roof system manufacturer will provide a 20-year warranty.
- This overlay system is considered one additional roof layer. The existing roof system is considered one roof layer. After new roof installation there will be two layers of roof on this building, which is the maximum allowable by standard building code.
- We anticipate a 3-week duration from start to finish. There will be minimal disturbance to the library's operations. The sound of screws being drilled through the metal deck and men walking on the roof will be heard inside. We will also need an area of the parking lot adjacent to the building for material storage and roof access. Ideally this will be the back, East side of the building.

If you have any questions about this system, please let me know.

David McKinley
Curtis-McKinley Roofing
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Office: 903-757-7402
Fax: 903-757-5874
Cell: 903-720-6001



SOPREMA

Warranty No.: 100-000000

Standard Roof Warranty

Building Name:		
Building Address:		
Roof Section:		
Owner Name:		
Owner Address:		
Contractor:		
Total Squares:	Roof Material:	Flashing Material:
Term of Warranty: 20 Years	Warranty Start Date:	Warranty End Date:

Express Warranty

SOPREMA, Inc., an Ohio corporation, warrants to you that your SOPREMA roof system will remain watertight for the full term of this warranty. This warranty is made subject to all the terms, conditions, and limitations set forth below.

Reporting Claims

To report a claim, follow the procedure set forth in Form 900 – Warranty Claim Procedure.

Remedy

When you make a valid claim, SOPREMA will provide the labor and material necessary to return the roof system to a watertight condition.

NOTICES

THE WARRANTY EXPRESSED IN THIS DOCUMENT SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

DRAFT

THE ABOVE-STATED REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST SOPREMA.

IN NO EVENT IS SOPREMA LIABLE TO YOU OR ANY OCCUPANT OF THE BUILDING FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES.

This warranty document includes all of the following:

1. The Terms, Conditions and Limitations printed on the reverse.
2. Form 900 – Warranty Claim Procedure.
3. Form 901 – Care and Maintenance Guide.

This warranty is not valid until activated. To be activated, it must be signed by Owner and returned to SOPREMA within three months after the warranty start date. Until activated, the warranty is not binding against either party.

SOPREMA, Inc.

Owner:

By: _____
 Name: Tim Kersey
 Title: Vice President & GM (USA)
 Date:

By: _____
 Name:
 Title:
 Date:

Terms, Conditions and Limitations

1. The components of your roof system covered by this warranty (the "Warranty") are the roof material and flashing material specifically identified by number or other description on the face of this Warranty.
2. The authorized contractor who installed the roof system is not an agent of SOPREMA. Any future work impacting the roof system must be performed by a contractor selected and hired by Owner and authorized by SOPREMA. Contact SOPREMA if you would like to receive a list of authorized contractors in your area.
3. The design and installation of the roof system and all other components must be in accordance with applicable instructions, details, specifications, approvals, codes, laws, and regulations. All services conducted by SOPREMA related to design, construction, review of project conditions and on-site inspections are limited in scope and do not expand the provisions of this Warranty. Accordingly, these services were not offered, and should not be considered, as a substitute for fulltime quality assurance, project management or professional design services.
4. Owner is responsible for ensuring that the roof system is maintained in accordance with SOPREMA's Care and Maintenance Guide (see Form 901) and for promptly notifying SOPREMA of any change in occupancy usage or any condition adversely affecting the roof system.
5. During the entire term of the Warranty, upon request, SOPREMA and any contractors it hires shall have full and free access to the roof. Access shall be provided during regular business hours, and, if requested in advance, any other times.
6. This Warranty covers a properly designed and installed roof system that develops a leak due to a manufacturing defect. The Warranty will provide Owner with a remedy when Owner follows the Warranty Claim Procedure (see Form 900) and the claim is validated by SOPREMA.
7. This Warranty does not cover wind events.
8. Following are some examples of conditions and types of damage that are not covered by the Warranty:
 - a. The effects of lightning, fire, flood, acid rain, thermal shock, explosion, hail, seismic event, named tropical storm or hurricane, tornado, or microburst.
 - b. Installation workmanship.
 - c. Improper use, order, sequencing, storage or handling of materials or systems.
 - d. The lack of positive roof slope or inadequate drainage.
 - e. Inaccessible leaks concealed below roof-supported equipment, overburden, and all other materials applied to the surface that are not part of the roof system.
 - f. Failure to apply the roofing system, or any material below the roofing system, to a suitable substrate, or subsequent substrate failure.
 - g. The failure of roof system substrates or attachment.
 - h. A deficient pre-existing condition or any sources of water entry other than the roof system.
 - i. Building or substrate settlement, deflection, movement, vibration, or displacement.
 - j. The accumulation of moisture from condensation in or below the roof system.
 - k. Exposure to extreme temperatures or humidity, for example, from equipment, exhaust, steam, hot water, freezers, or cold storage.
 - l. Plants, animals, insects, or other living organisms.
 - m. Incompatible materials or substances.
 - n. Deliberate or negligent acts such as excessive traffic, rooftop storage, vandalism, misuse, or abuse.
 - o. Falling, flying, dropped, discharged or blown materials, objects or debris.
 - p. Change in building occupancy or rooftop usage.
 - q. Unauthorized or improper repairs or modifications to the roof system.
9. The Warranty becomes a binding contract once it has been signed by both parties and all fees and expenses associated with the roofing project have been paid in full.
10. Temporary, emergency repairs to stop a leak may be made at Owner's expense and will not void the Warranty, however it is Owner's responsibility to pay the cost of removing any excessive repairs. Promptly after making emergency repairs, Owner is responsible for following the Warranty Claim Procedure (see Form 900).
11. SOPREMA's failure to exercise or enforce any of its rights or powers under the Warranty is not a waiver and does not preclude SOPREMA from exercising any right or power in the future. Owner's failure to comply with any of the provisions of this Warranty applicable to it relieves SOPREMA of its obligations under this Warranty.
12. This Warranty is governed by and shall be construed and enforced in accordance with the Internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. Any lawsuit by Owner that is related to the Warranty, or the alleged breach of the Warranty, must be filed in the Medina County, Ohio Court of Common Pleas or the U.S. District Court for the Northern District of Ohio. Owner irrevocably consents to the jurisdiction and venue of these courts.
13. In order for Owner to bring a lawsuit against SOPREMA, Owner must, as a condition precedent thereto: (a) have complied with all of the terms and conditions of the Warranty applicable to it, and (b) the lawsuit must be commenced within one (1) year after the cause of action accrues. Time is of the essence. The failure to satisfy either of these conditions precedent shall result in Owner's claims being forever barred.
14. The terms of the Warranty are severable so that any illegal, invalid or unenforceable provision, if feasible, shall be modified so that it becomes legal, valid and enforceable, or if not so feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.
15. This Warranty document (and the documents referred to herein) sets forth the entire agreement between SOPREMA and Owner with respect to the roof system. SOPREMA disclaims, and Owner waives, any affirmation of fact or promise that may have been made by SOPREMA or any of its employees, agents, representatives, or distributors that is not expressly stated in this Warranty.
16. The damages limited by the terms of the Warranty include, but are not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of people or animals, damage or loss caused by or attributable to indoor air quality (including, but not limited to, the presence or growth of mold, mildew or other similar substance in, on or about the roofing system), or damage to or destruction of property, including the building or any of its contents, even if SOPREMA has been advised of the possibility, or even the likelihood, of any of these types of damages.
17. This Warranty may be transferred to a subsequent building owner upon compliance with the following requirements: (a) a transfer request is made in writing to SOPREMA's Warranty Department, (b) at the time the request is made, you pay SOPREMA its then current transfer fee, and (c) you make any repairs to the roof system or other roof or building components that are identified by SOPREMA after an site visit as being necessary to preserve the integrity of the roof system.

For Questions Contact:
SOPREMA, Inc.
Warranty Department
310 Quadral Drive
Wadsworth, OH 44281-9571
Phone: (800) 366-3521
www.soprema.us