



# APPLICATION FOR APPEAL

## Saint Paul City Council – Legislative Hearings

310 City Hall, 15 W. Kellogg Blvd.  
Saint Paul, Minnesota 55102  
Telephone: (651) 266-8585

RECEIVED  
SEP 26 2014  
CITY CLERK

### We need the following to process your appeal:

- \$25 filing fee payable to the City of Saint Paul (if cash: receipt number 465298)
  - Copy of the City-issued orders/letter being appealed
  - Attachments you may wish to include
  - This appeal form completed
  - Walk-In OR  Mail-In
- for abatement orders only:  Email OR  Fax

<b>HEARING DATE &amp; TIME</b> (provided by Legislative Hearing Office) Tuesday, <u>October 7, 2014</u>
Time <u>11:30 AM</u>
Location of Hearing: Room 330 City Hall/Courthouse

### Address Being Appealed:

Number & Street: 1519 UNIVERSITY AVE W City: ST PAUL State: MN Zip: \_\_\_\_\_

Appellant/Applicant: BLUE DOG HOLDINGS LLC Email gdaniel@danielcap.com

Phone Numbers: Business 612.435.2143 Residence \_\_\_\_\_ Cell 612.801.0177

Signature: [Signature] (GREG DANIEL, PRESIDENT) Date: SEP 24, 2014

Name of Owner (if other than Appellant): \_\_\_\_\_

Mailing Address if Not Appellant's: 4845 RUSSELL AVE S, MPLS, MN 55410

Phone Numbers: Business \_\_\_\_\_ Residence \_\_\_\_\_ Cell \_\_\_\_\_

### What Is Being Appealed and Why? Attachments Are Acceptable

- Vacate Order/Condemnation/Revocation of Fire C of O
- Summary/Vehicle Abatement
- Fire C of O Deficiency List
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other

THE ISSUE HAS BEEN CONTINUALLY LEAKING ROOF. WE HAVE PATCHED IT SEVERAL TIMES, BUT PROBLEM MIGRATES TO ANOTHER ROOF SECTION. WE NOW HAVE A CONTRACT FOR FULL REPLACEMENT OF ROOF, BUT THE TIMELINE PROJECTS COMPLETION TO BE OCT 31, 2014 FOR ROOF AND NOV 7, 2014 FOR LADDER INSTALL.

ATTACHED ARE CONTRACT & COVER LETTER WITH TIMELINE. PLEASE CALL WITH ANY QUESTIONS OR TO DISCUSS. THANKS.



CITY OF SAINT PAUL  
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220  
Saint Paul, Minnesota 55101-1806

Telephone: 651-266-8989  
Facsimile: 651-266-8951  
Web: [www.stpaul.gov/dsi](http://www.stpaul.gov/dsi)

September 15, 2014

BLUE DOG HOLDINGS, LLC  
C/O GREG DANIEL  
4845 RUSSELL AVE S  
MINNEAPOLIS MN 55410

### **Revocation of Fire Certificate of Occupancy and Order to Vacate**

RE: 1519 UNIVERSITY AVE W  
Ref. # 76549

Dear Property Representative:

Your building was inspected on September 15, 2014, for the renewal of the Certificate of Occupancy. Since you have failed to comply with the applicable requirements, it has become necessary to revoke the Certificate of Occupancy in accordance with Section 40.06 of the Saint Paul Legislative Code.

**A re-inspection will be made on October 15, 2014 at 11:30am. All deficiencies must be completed, including permits obtained/finalled, or the property vacated.**

The Saint Paul Legislative Code further provides that no building shall be occupied without a Certificate of Occupancy. Failure to immediately complete the following deficiency list or the building vacated may result in a criminal citation.

#### DEFICIENCY LIST

1. Exterior - Roof - SPLC 34.09 (1) e, 34.32 (1) d - Provide and maintained the roof weather tight and free from defects. **-Replace the leaking roof as recommended by Rob McKenzie, Roof Tech roofing contractor. All work must be done under permit.**
2. Store and Stock Room - Ceiling - SPLC 34.10 (7), 34.33 (6) - Repair and maintain the ceiling in an approved manner. **-Repair/replace the water damaged ceiling in the store and stock room.**

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: <http://www.stpaul.gov/cofo>.

An Equal Opportunity Employer

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of this order.

If you have any questions, email me at: [wayne.spiering@ci.stpaul.mn.us](mailto:wayne.spiering@ci.stpaul.mn.us) or call me at 651-266-8993 between 7:30 - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Wayne Spiering  
Fire Inspector

Ref. # 76549



September 17, 2014

Blue Dog Holdings LLC  
Greg Daniel  
4845 Russell Ave. S.  
Minneapolis, MN. 55410

Subject: **1519-1515 Roof Replacement (Schedule)**

Dear Greg:

The following is a break out of the schedule related to your Re-Roof project located at 1515-1519 University Ave. W. in St. Paul.

October 20, 2014	Start Re-Roof
October 31, 2014	Complete Re-Roof
November 7, 2014	Complete Ships Ladder Installation

These dates are subject to change due to inclement weather. If you should have any questions, please feel free to contact me, thank you!

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Berends".

Jeff Berends  
The Crew Facility Maintenance, Inc.

# AIA<sup>®</sup> Document A103<sup>™</sup> – 2007

**Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work plus a fee without a Guaranteed Maximum Price**

AGREEMENT made as of the 23 day of September in the year 2014  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

Blue Dog Holdings, LLC.  
4845 Russell Ave. S.  
Minneapolis, MN, 55410

and the Contractor:  
(Name, legal status, address and other information)

Crew Facility Maintenance Inc.  
4839 W. 124<sup>th</sup> St.  
Savage, MN. 55378

for the following Project:  
(Name, location and detailed description)

1519-1515 Re-Roof  
1519 University Ave. W.  
St. Paul, MN.  
Building Re-Roof

The Architect:  
(Name, legal status, address and other information)

N/A

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is not intended for use in competitive bidding.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

init.

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### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 4.1 The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.  
*(Insert the date of commencement if it differs from the date of this Agreement, or if applicable, state that the date will be fixed in a notice to proceed.)*

October 20, 2014 or sooner

If, prior to commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 4.2 The Contract Time shall be measured from the date of commencement.

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 21 (twenty one) days from the date of commencement or as follows:  
*(Insert the number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work	Substantial Completion date
Re-Roof shall take (10) ten working days to complete	October 31, 2014
Ship Ladder Installation shall take (5) working days to complete	November 7, 2014

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

The substantial completion date is established by a start date of October 20<sup>th</sup> and construction work of ten working days (does not include weather delays)

**ARTICLE 5 CONTRACT SUM**

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the actual Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:  
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

3%

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

3%

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed ten percent ( 10 %) of the standard rate paid at the place of the Project.

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§ 5.1.5 Unit prices, if any:  
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Labor Rate for On Site Coordinator	Hour	\$50.00

## § 5.2 CONTROL ESTIMATE

§ 5.2.1 The Contractor shall prepare and submit to the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Contractor shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

§ 5.2.2 The Control Estimate shall include

- 1 the documents enumerated in Article 16, including all Addenda thereto, and the Conditions of the Contract;
- 2 a list of the clarifications and assumptions made by the Contractor in the preparation of the Control Estimate, including assumptions under Section 5.2.4, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- 3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- 4 a project schedule indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment requiring long-lead time, and the Owner's occupancy requirements showing portions of the Project having occupancy priority; and
- 5 contingencies for further development of design and construction as required by Section 5.2.4.

§ 5.2.3 The Contractor shall meet with the Owner to review the Control Estimate. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 5.2.4 To the extent that the Drawings and Specifications are anticipated to require further development the Contractor shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 5.2.5 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

## ARTICLE 6 CHANGES IN THE WORK

§ 6.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Owner may make minor changes in the Work as provided in Section 7.4 of AIA Document A201™-2007, General Conditions of the Contract for Construction. The Contractor shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Contractor shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 6.2 Increased costs for the items set forth in Article 7 which result from changes in the Work shall become part of the Cost of the Work, and the Contractor's Fee shall be adjusted as provided in Article 5.

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§ 6.3 If the Contractor receives any drawings, specifications, interpretations or instructions from the Owner which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Contractor shall promptly notify the Owner in writing and shall not proceed with the affected Work until the Contractor receives further written instructions from the Owner

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

## ARTICLE 7 COSTS TO BE REIMBURSED

### § 7.1 COST OF THE WORK

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

### § 7.2 LABOR COSTS

§ 7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

*(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 15 the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

§ 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 Bonuses, profit sharing, incentive compensation and any discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's prior approval.

### § 7.3 SUBCONTRACT COSTS

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

### § 7.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

§ 7.4.1 Costs including transportation and storage at the site of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### § 7.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

§ 7.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies,

temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of a comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 7.5.5 Costs of materials and equipment stored off-site at a mutually acceptable location, with the Owner's prior approval.

#### § 7.6 MISCELLANEOUS COSTS

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. Such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee, however. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, they shall not be included in the Cost of the Work.

§ 7.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 7.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

§ 7.6.10 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

## § 7.7 OTHER COSTS AND EMERGENCIES

§ 7.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

## § 7.8 RELATED PARTY TRANSACTIONS

§ 7.8.1 For purposes of Section 7.8, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction, the Contractor shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Article 10.

## ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Expenses of the Contractor's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Article 7;
- .4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .5 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract; and
- .6 Any cost not specifically and expressly described in Article 7.

## ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work

and shall deliver such bids to the Owner. The Owner shall then determine, with the advice of the Contractor, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11, below.

#### ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### ARTICLE 12 PAYMENTS

##### § 12.1 PROGRESS PAYMENTS

§ 12.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment - the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

50% of the Roofing Contractor Sum of \$103,800 shall be due upon delivery of the materials to the site. The balance is due upon completion.

§ 12.1.3 Provided that an Application for Payment is received by the Owner not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 5th day of the following month.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 12.1.4 With each Application for Payment, the Contractor shall submit the cost control information required in Section 5.2.5 along with, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 12.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 12.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Article 7;
- .2 Add the Contractor's Fee, less retainage of zero percent ( 0 %). The Contractor's Fee shall be computed upon the Cost of the Work described in the preceding Section 12.1.6.1 at the rate stated in Section 5.1.1; or if the Contractor's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of zero percent ( 0 %) from that portion of the Work that the Contractor self-performs;

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- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6

§ 12.1.7 The Owner and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.8 In taking action on the Contractor's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the Owner has made exhaustive or continuous on-site inspections; or that the Owner has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ 12.2 FINAL PAYMENT**

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work, as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 12.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Owner by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 12.2.1 have been met, the Owner will, within seven days after receipt of written report of the Owner's auditors, either issue to the Contractor or notify the Contractor in writing of the Owner's reasons for withholding a certificate as provided in Section 9.5.1 of AIA Document A201-2007. The time periods stated in this Section 12.2.2 supersede those stated in Section 9.4.1 of AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the - final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the - final Certificate for Payment.

§ 12.2.4 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment, or as follows:

§ 12.2.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.

**ARTICLE 13 DISPUTE RESOLUTION**

**§ 13.1 INITIAL DECISION MAKER**

N/A

**§ 13.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**ARTICLE 14 TERMINATION OR SUSPENSION**

**§ 14.1** Subject to the provisions of Section 14.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

**§ 14.2** The Contract may be terminated by the Owner for cause or for convenience as provided in Article 14 of AIA Document A201-2007; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

**§ 14.3** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

**§ 14.4** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 5.1.1 and 6.4 of this Agreement.

**ARTICLE 15 MISCELLANEOUS PROVISIONS**

**§ 15.1** Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 15.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any)*

Init.

%

§ 15.3 The Owner's representative:  
(Name, address and other information)

Greg Daniel

§ 15.4 The Contractor's representative:  
(Name, address and other information)

Jeff Berends

§ 15.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 15.6 Other provisions:

N/A

**ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS**

§ 16.1 The Contract Documents are enumerated in the sections below.

§ 16.1.1 The Agreement is this executed AIA Document A103-2007, Standard Form of Agreement Between Owner and Contractor.

§ 16.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 16.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 16.1.4 The Specifications:  
(Either list here or refer to an exhibit attached to this Agreement)

Roof Tech proposal dated July 30, 2014 – Invisi-Weld 60 MIL TPO – White Membrane including roof hatch and misc. plywood substrate material replacement as needed....this does NOT include anything associated with Structural members, etc.

Section	Title	Date	Pages
---------	-------	------	-------

§ 16.1.5 The Drawings:  
(Either list here or refer to an exhibit attached to this Agreement)

Init.

Number	Title	Date
--------	-------	------

§ 16.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 16.

§ 16.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

E14-16-302-1 Project Cost Breakdown dated 9/17/14

**ARTICLE 17 INSURANCE AND BONDS**


The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
General Liability	2,000,000.00

This Agreement entered into as of the day and year first written above.

OWNER



(Signature)

Greg Daniel, PRESIDENT & CHIEF

(Printed name and title)

MANAGER

CONTRACTOR



(Signature)

Jeff Berends President

(Printed name and title)

Init.



## **Additions and Deletions Report for AIA® Document A103™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:43:54 on 09/23/2014.

### **PAGE 1**

**AGREEMENT** made as of the 23 day of September in the year 2014

...

Blue Dog Holdings, LLC.  
4845 Russell Ave. S.  
Minneapolis, MN. 55410

...

Crew Facility Maintenance Inc.  
4839 W. 124<sup>th</sup> St.  
Savage, MN. 55378

...

1519-1515 Re-Roof  
1519 University Ave. W.  
St. Paul, MN.  
Building Re-Roof

...

N/A

### **PAGE 3**

October 20, 2014 or sooner

...

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 21 ( twenty one ) days from the date of commencement or as follows:

...

Re-Roof shall take (10) ten working days October 31, 2014 ✓  
to complete

Ship Ladder Installation shall take (5) November 7, 2014 ✓  
working days to complete

...

The substantial completion date is established by a start date of October 20<sup>th</sup> and construction work of ten working days (does not include weather delays)

...

3%

...

3%

...

N/A

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed ten percent ( 10 %) of the standard rate paid at the place of the Project.

PAGE 4

<u>Labor Rate for On Site Coordinator</u>	<u>Hour</u>	<u>\$50.00</u>
---	-------------	----------------

...

§ 5.2.3 The Contractor shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 5.2.4 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 5.2.5 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

...

§ 6.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect-Owner may make minor changes in the Work as provided in Section 7.4 of AIA Document A201™-2007, General Conditions of the Contract for Construction. The Contractor shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Contractor shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

PAGE 5

§ 6.3 If the Contractor receives any drawings, specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which

will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Contractor shall promptly notify the Owner and ~~Architect~~ in writing and shall not proceed with the affected Work until the Contractor receives further written instructions from the Owner and ~~Architect~~.

PAGE 7

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the ~~Architect-Owner~~. The Owner shall then determine, with the advice of the ~~Contractor and Architect~~, Contractor, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

PAGE 8

§ 12.1.1 Based upon Applications for Payment submitted to the ~~Architect-Owner~~ by the Contractor and Certificates for Payment issued by the ~~Architect~~, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

...

50% of the Roofing Contractor Sum of \$103,800 shall be due upon delivery of the materials to the site. The balance is due upon completion.

§ 12.1.3 Provided that an Application for Payment is received by the ~~Architect-Owner~~ not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the ~~day of the month~~. ~~If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~ 5th day of the following month.

...

§ 12.1.4 With each Application for Payment, the Contractor shall submit the cost control information required in Section 5.2.5 along with, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or ~~Architect~~ to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

...

- .2 Add the Contractor's Fee, less retainage of zero percent ( 0 %). The Contractor's Fee shall be computed upon the Cost of the Work described in the preceding Section 12.1.6.1 at the rate stated in Section 5.1.1; or if the Contractor's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of zero percent ( 0 %) from that portion of the Work that the Contractor self-performs;

PAGE 9

- .6 Subtract amounts, if any, for which the Architect has withheld or withdrawn a Certificate for Payment as provided in the Contract Documents.

...

§ 12.1.8 In taking action on the Contractor's Applications for Payment, the ~~Architect-Owner~~ shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the ~~Architect-Owner~~ has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the ~~Architect-Owner~~ has made exhaustive or continuous on-site inspections; or that the ~~Architect-Owner~~ has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

...

§ 12.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the ~~Architect-Owner~~ by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 12.2.1 have been met, the ~~Architect-Owner~~ will, within seven days after receipt of written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor or notify the Contractor and Owner in writing of the ~~Architect's-Owner's~~ reasons for withholding a certificate as provided in Section 9.5.1 of AIA Document A201-2007. The time periods stated in this Section 12.2.2 supersede those stated in Section 9.4.1 of AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the ~~Architect's- final~~ Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the ~~Architect's- final~~ Certificate for Payment.

§ 12.2.4 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the ~~Architect's- final~~ Certificate for Payment, or as follows:

PAGE 10

~~The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

N/A

...  
 Arbitration pursuant to Section 15.4 of AIA Document A201-2007

PAGE 11

Greg Daniel

...  
Jeff Berends

N/A

...

RoofTech proposal dated July 30, 2014 – Invisi-Weld 60 MIL TPO – White Membrane including roof hatch and misc. plywood substrate material replacement as needed....this does NOT include anything associated with Structural members, etc.

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E14-16-302-1 Project Cost Breakdown dated 9/17/14

...

<u>General Liability</u>	<u>2,000,000.00</u>
--------------------------	---------------------

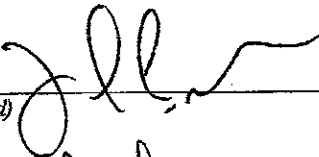
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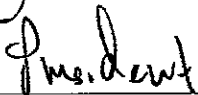
Greg Daniel

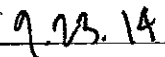
Jeff Berends President

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, Jeff Berends, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:43:54 on 09/23/2014 under Order No. 8084601903\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A103™ – 2007 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work plus a fee without a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Dated)



**E14-16-302-01 Project Costs Breakdown**

9/17/2014

Greg Daniel  
 Project:  
 Re-Roof  
 1515-1519 University Ave. W.  
 St. Paul, MN

Spec Section	DESCRIPTION	NOTES	Quantity	SF/LF/EA Cost	Total
<b>Construction Cost</b>					
5	Steel	Ships Ladder Allowance	1	\$0	\$4,200
6	General Labor	Allowance for in building prep	35	\$50	\$1,750
6	Lumber & Materials	Allowance for in building prep material	1	\$0	\$1,000
6	Roofing		1	\$0	\$103,800
15	HVAC	Allowance for misc. gas piping	1	\$0	\$1,800
<b>Subtotal Construction Cost</b>					<b>\$112,550</b>
<b>Misc Fees/Cost</b>					
1	Architecture				\$0.00
1	Mech./Elect. Design Fees				\$0.00
1	Contingency		2%		\$2,251.00
<b>Subtotal</b>					<b>\$2,251</b>
<b>General Conditions</b>					
1	General Conditions				\$0
1	Building Permit	Allowance			\$1,000
1	Liability Insurance				\$1,148
1	Contractors Fee		3%		\$3,440.94
<b>Subtotal</b>					<b>\$5,589</b>
<b>Total Project Cost</b>					<b>\$120,390</b>

# ROOF TECH

COMMERCIAL & INDUSTRIAL ROOFING SOLUTIONS

July 30, 2014

Mr. Jeff Berends  
The Crew Facility Management  
4839 West 124<sup>th</sup> Street  
Savage, MN 55378

**INVISI-WELD 60 MIL TPO**  
White Membrane

We propose to provide the necessary labor, material and equipment in order to complete the following work as specified. Unit pricing, if necessary, will be as stated.

**Specified roof area:** The entire Low Sloped Roof System at 1519 University Avenue West in Saint Paul MN

1. Conduct a pre-construction meeting for all essential members. This meeting will address the process and procedures for all phases of the project. Additional meetings will be required as necessary as the project progresses. It is our desire to provide our clients with a safe, clean and efficient job site throughout the entire process.
2. Provide debris containers, building permit and required crane and lift equipment to facilitate the execution of the project.
3. Set up and utilize OSHA approved guard rails and related fall protection. Provide a portable restroom for our workmen.
4. Remove existing sheet metal coping and counter flashing and dispose. Remove the clay coping tiles and dispose. Add blocking where needed to accommodate new Sheet metal coping flashing.
5. On the Main Body of the Roof (12,600 square feet) we will remove any loose roofing material and test for the presence of moisture. Wet material will be removed and new, dry insulation will be installed to attain a smooth surface.
6. On the Drain Locations (3000 square feet) we will remove the existing roofing and related components to the structural roof decking. Clean up and haul away job related debris when complete.
7. A thorough inspection of the structural roof decking will be completed. In areas where the roof decking is damaged, deteriorated or otherwise compromised, it will be repaired to industry standards. Work in relation to structural roof decking will be done on a time and material basis above the contract price. A building representative will verify any additional work. We will patch the deck where old roof vents are removed.
8. We will install new insulation to code at the drain locations.
9. We will install one layer of Firestone IsoGuard High Density cover board insulation over the entire main body of the roof. Mechanically fasten to the structural roof decking. We will line the interior of the parapets with IsoGuard HD Board.
10. Over top layer of the insulation, loosely lay 60 mil TPO membrane. Allow membrane to relax. Accurately align membrane, without stretching, and maintain uniform side and end laps as required by the roofing materials manufacturer. Fold back membrane and fully adhere to the insulation.
11. Install and mechanically attach reinforced perimeter and projection flashing strip (RPF) at all locations where the roofing membrane will go through an angle change greater than a one inch rise in a twelve inch run. Additionally, the reinforced perimeter flashing strip will be installed at the perimeter of all roof areas. Mechanically attach RPF to substrates using appropriate fasteners.

*WE'RE ON TOP OF*  
**YOUR BUSINESS**



INVISI-WELD 60 MIL TPO  
White Membrane

July 30, 2014

Mr. Jeff Berends  
The Crew Facility Management  
4839 West 124<sup>th</sup> Street  
Savage, MN 55378

- 12. Prepare adjoining membrane panels and related flashing membrane seams in accordance with manufacturer's requirements. All seams to be welded. Complete the seaming process by firmly rolling the seam with a neoprene covered steel roller.
- 13. Install curb flashing membrane, TPO membrane at all curb penetration details. Pre laminated corners will be used at curb corners. **Membrane will cover all interior walls and perimeter walls.**
- 14. Install new coping metal complete with keeper and cover plates manufactured from 24 gauge prefinished metal from Firestone/Una Clad standard color selection.
- 15. Install new roof scuppers to match the new coping metal where existing are now.
- 16. Clean up and haul away all job related debris when complete. Restore surfaces to pre-job conditions.

**Cost for work as described above: \$103,800.00**

**Warranty:** All work will be done in accordance with Firestone Building Products specifications. After project completion, a Firestone representative will inspect the roofing system, and a Red Shield Warranty will be issued for **FIFTEEN** years.

**Special Conditions**

All material is as specified. The realization of unforeseen circumstances resulting in additions or deductions from this proposal will be completed as agreed to by client and Roof Tech, Inc.

Interior protection and clean-up will be by the owner.


Due to potential cost increases for materials, this contract may be revised if not accepted by August 13, 2014.

**Payment**

50% of the contract amount is due upon delivery of the materials to site and (1) progress billing will be due during the project. Balance is due upon completion. Finance charge of 1 ½% per month (18% per year) will be applied to balances over 30 days old.

Thank you again for this opportunity to be of service to you and your organization.

**The above specifications are acceptable and payment will be made as outlined above. You are authorized to complete the project as specified.**

Owner		Roof Tech, Inc.	
Signed	_____	Signed	_____
Printed Name	<u>GREG DANIEL</u>	Printed Name	<u>Rob McKenzie</u>
Title	<u>PRESIDENT &amp; CHIEF MANAGER</u>	Title	<u>Estimator/Project Manager</u>
Date	<u>SEP 24, 2014</u>	Date	<u>July 30, 2014</u>

WE'RE ON TOP OF  
**YOUR BUSINESS**