

**Office of the Fire Chief**

City of Richland Hills, Texas

## Memorandum

**To:** Honorable Mayor Bill Agan and members of the Richland Hills City Council  
**From:** C. Russell Shelley, Fire Chief  
**Date:** October 18, 2016  
**Subject:** Contract with DK Haney Roofing for Replacement of the Fire Station Roof

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### **City Council Action Requested:**

Approve the contract with DK Haney Roofing for replacement of the fire station roof.

### **Background Information:**

During a heavy rain event in June, fire department personnel identified two roof leaks that were significant and resulted in minor damage inside the living quarters and truck bay area. Further inspection of the roof above these areas identified roof damage and obvious past repairs to the same areas. Further inspection of the entire roof showed additional areas of past repairs and attempts to seal cracks and voids with spray foam products and silicone sealant.

Several roofing contractors were contacted and all suggested total roof replacement and involvement of the City's insurance provider. After working through the process with our insurance carrier, we were informed that the roof damage was from normal wear and tear and would not be covered under insurance. The current fire station was built in 1971 and discussion with senior department personnel concluded that the roof has likely never been replaced since being built.

With estimates as high as \$45,000 to repair or replace the roof, staff became aware of a roofing contractor operating under a statewide cooperative purchasing program that could meet our needs and complete the necessary replacement of the roof for a reasonable cost. The contractor is proposing an overlay of our existing roof with a PVC enforced product including 2.5" of insulation underneath. The roofing will be terminated under trim around the entire building perimeter that empties into new guttering and

downspouts. The roof includes a 20 year warranty on materials and a deductible reimbursement program to cover insurance deductible expenses as a result of natural event damage such as hail or ice.

**Board/Citizen Input:**

N/A

**Financial Impact:**

The total cost of the contract including a 20 year materials warranty is \$38,000.

**Staff Contacts:**

C. Russell Shelley  
817-616-3755  
[rshelley@richlandhills.com](mailto:rshelley@richlandhills.com)



September 21, 2016
City Of Richland Hills
3201 Diana Dr.
Richland Hills TX 76118
ATTN: Chief Russell Shelly
Phone: 817-616-3755

We appreciate the opportunity to earn your business. The last 25 years show that our company strives for quality workmanship, competitive prices, and complete customer satisfaction. I have included the scope of work to be performed on this project. If you have any questions, please feel free to contact me.

SCOPE OF WORK FOR: Fire Station
50 Mil Duro-Last

- 1. Prepare existing roof surface to receive new Duro-Last® roof system.
2. Loose lay approximately 6,342 SF of 1.5" EPS insulation in the "flutes" of the metal roof panel
3. Mechanically fasten approximately 6,342 SF of 1" Polyisocyanurate insulation over the flute fill to the structural deck.
4. Mechanically fasten approximately 6,342 SF of 50 mil white Duro-Last® roofing membrane according to manufacturer's specifications to receive a 20 year NDL warranty.
5. Deliver and install 290 LF of 1X6 wood nailer and 24 gauge L-Metal at gutter eaves.
6. At gutters and open perimeter, membrane will be terminated under new 1 3/4" metal fascia (standard color).
7. Deliver and install custom factory pipe boots.
8. Complete all work to manufacturers specifications.
9. Clean up and remove all debris caused by the roof installation.
10. Install 290 LF of new 24 GA Kynar metal gutter and 80 LF of downspouts (standard color).
11. Participation in DK Haney Roofing Cost Assurance Program\*\*

The above referenced job will be completed for the sum of: \$38,000.00

This price includes all labor and material to complete said project.

Upon completion of installation, a 20 Year (NDL) Manufacturer Warranty will be issued by Duro-Last Roofing, Inc. and DK. Haney Roofing, Inc.

\*\*The Terms and Conditions of the Cost Assurance Program are on the following page. To decline participation in the Program, initial here: \_\_\_\_\_ (Initials) for a revised project cost of: \$1,415.00

NOTES:

- 1. Due to market fluctuations, pricing good for 30 days from today.
2. Bonds, permits, and fees, if any, are excluded.
3. TERMS: (\$22,800.00) due at contract signing; Balance (\$15,200.00) due upon completion of the job.
4. This proposal was developed using DK Haney Roofing's TIPS Contract Number 2092415.

Work outside and additional to the original Scope of Work entered into by customer and DK Haney Roofing will require a written Change Order that is signed and agreed to by customer and DK Haney Roofing. No additional work or work outside the original Scope of Work will be done without a signed Change Order.

The Contract, shall govern the terms of the parties' transaction and any other proposals, understandings, written or oral shall become null and void thereafter. This document encompasses the entirety of the contract between the customer and DK Haney Roofing. It can be amended only in writing by agreement of both parties as stated in the above paragraph

To the fullest extent permitted by law, the DK Haney Roofing shall indemnify and hold harmless the customer, his agents, and any employees of the customer from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of DK Haney Roofing under this Contract, provided that any such claim, damages, loss, or expense is attributed to bodily injury, sickness, diseases or death, or injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omission of DK Haney Roofing, its employees and any person directly or indirectly acting on their behalf and whose acts DK Haney Roofing may be liable for, unless such claim, damages, loss, or expense is caused in part by the customer. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

DK Haney Roofing warrants only the work it contracts for with the customer and will not be responsible for the conditions in which it finds customer's property. DK Haney Roofing warrants against damages to the structural integrity of the customer's property only.

Thank you for your consideration,

Steven Welch

DK Haney Roofing, Inc.

By signing and dating below I have read and agreed to the acceptance of the above proposal.

Signature

Date

6627 Corporation Pkwy Ste 240
Ft Worth, TX 76126
P 817 546 2266
F 817 546 2212
T 866 DRY IT IN
DKHaneyRoofing.com

**DK Haney Roofing, Inc.  
Cost Assurance Program  
Terms and Conditions**

Customers participating in the Cost Assurance Program will be refunded a portion of the original roof purchase cost ("Refund") should the roof be damaged due to a hail event and deemed a total loss under Customer's applicable property and casualty insurance policy, within fifteen (15) years from the date of original roof installation by DK Haney Roofing under this Contract.

To qualify for the Refund:

1. Customer must be extended the Cost Assurance Program by DK Haney Roofing at time of original roof installation and agree at that time to participate in the Program through payment of the Program cost.
2. At the time of original roof purchase, Customer must provide DK Haney Roofing with satisfactory proof of the applicable deductible for roof repair or replacement under Customer's current property and casualty insurance policy covering roof damage from hail.
3. Customer must notify DK Haney Roofing in writing of the occurrence of hail damage within sixty (60) days of incurring such damage. Notices must be sent to DK Haney Roofing, 6627 Corporation Parkway, Suite 240, Fort Worth, Texas 76126 or sent to DK Haney Roofing's then current registered statutory agent. Notices will be deemed effective upon receipt.
4. The roof replacement must be performed by DK Haney Roofing.
5. All other costs for roof replacement must be paid by Customer or insurance proceeds.

The Refund provided by DK Haney Roofing to Customer under this Program is limited to the lesser of the following:

- a. The applicable deductible under the Customer's property and casualty insurance policy covering roof repair or replacement that is in effect at the time of the original roof purchase from DK Haney Roofing;
- b. The applicable deductible under the Customer's property and casualty insurance policy covering the roof repair or replacement that is in effect at the time of the hail damage to the roof and under which the damage claim is made; or
- c. The actual cost of labor for the roof replacement, as invoiced to the customer by DK Haney Roofing.

Refunds will be remitted to Customer within forty-five (45) days of full and complete payment for the roof replacement qualifying under this Program.

All disputes regarding this Program shall be resolved through binding arbitration through the American Arbitration Association, in accordance with its rules, or other commonly recognized arbitration forum agreed to in writing by DK Haney Roofing and Customer.

Participation in the Cost Assurance Program does not obligate DK Haney Roofing to perform any future roof repair or replacement, and DK Haney Roofing reserves the right to decline any future work for any reason whatsoever. Nevertheless, if a Customer participating in the Cost Assurance Program experiences qualifying hail damage, duly notifies DK Haney Roofing, and has fulfilled all other requirements under the terms and conditions of this Program and if DK Haney Roofing declines to perform the roof replacement, DK Haney Roofing will refund to Customer the original cost of participating in Program.

This Program is valid for a one-time only Refund. Upon completion of roof replacement by DK Haney Roofing, DK Haney Roofing's obligations under this Program shall be void with respect to future hail damage.

The Cost Assurance Program shall not become effective until all monies due and owing to DK Haney Roofing, Inc. under this Contract are paid in full.

**DK Haney**<sup>TM</sup>  
ROOFING

6627 Corporation  
Pkwy Ste 240  
Ft Worth, TX 76126  
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F: 817 546 2212  
T: 866 DRY IT IN  
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