## CITY OF SAINT PAUL HERITAGE PRESERVATION COMMISSION STAFF REPORT

FILE NAME: 746 Portland Avenue

DATE OF APPLICATION: October 10, 2014

APPLICANT: Gary Thomas OWNER: Gary Thomas

DATE OF HEARING: November 6, 2014

HPC SITE/DISTRICT: Hill Heritage Preservation District

**CATEGORY: Pivotal** 

CLASSIFICATION: Building Permit

STAFF INVESTIGATION AND REPORT: Christine Boulware

DATE: October 31, 2014

#### A. SITE DESCRIPTION:

Now a single dwelling, the residence at 746 Portland Avenue is a one-and-one-half story masonry building constructed in 1906 as the carriage house for 749 Summit Avenue. The roof is a laterally-hipped slate roof with wide, boxed, flared eaves and gabled wall dormers on all elevations. The slates are gray or a faded black. The roof has metal hip and ridge caps, metal valleys, and a cyma recta cornice conceals a built-in gutter. A veneer of running bond red clay brick covers the exterior walls, and sandstone lintels and sills frame the rectangular, one-overone, double-hung windows. The entrance(s) are not visible from the right-of- way, but there is a one-story, glass and metal sunroom addition on the south elevation. The property is categorized as pivotal to the character of the Hill Heritage Preservation District.

#### **B. PROPOSED CHANGES:**

The applicant is proposing to:

- Replace the original slate roof with asphalt shingles.
- Replace the gutter and downspout system
- Flash the brick chimney
- Install a Cobra ridge vent

#### C. GUIDELINE CITATIONS:

### The Secretary of the Interior's Standards for Rehabilitation:

- 1. A property will be used as it was historically or be given a new use that requires minimal changes to its distinctive materials, features, spaces, and spatial relationships.
- **2.** The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
- **3.** Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
- **4.** Changes to a property that have acquired historic significance in their own right will be retained and preserved.
- **5.** Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
- **6.** Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
- **7.** Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
- 8. Archeological resources will be protected and preserved in place. If such resources must be

disturbed, mitigation measures will be undertaken.

- **9.** New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize a property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
- **10.** New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

### Historic Hill Heritage Preservation District Guidelines

### Sec. 74.64. - Restoration and Rehabilitation

(a) General Principles:

- 1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
- 2. The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
- **3.** All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
- **4.** Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. Theses changes may have acquired significance in their own right, and this significance shall be recognized and respected.
- **5.** Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
- 6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
- **7.** The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
- **8.** Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to any project.
- **9.** Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.
- **10.** Wherever possible, new additions or alterations to structures shall be done in such a manner that if such alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

### (d) Roofs:

(1) Original roofing materials should be retained unless deteriorated. When partially reroofing, deteriorated roof coverings should be replaced with new materials that match the old in composition, size, shape and texture. When entirely reroofing, new materials which differ to such an extent from the old in composition, size, shape, color or texture

that the appearance of the building is altered should not be used.

- (2) Wood shingles in the nineteenth century were often dipped in creosote to preserve them, giving them a very dark brown color. Victorians often stained wood shingles deep red or dark green to complement rather than match the color of the house. When asphalt shingles began to be used in the 1890's, the most common colors were solid, uniform, deep red and solid, uniform, dark green. A weathered-wood color may be acceptable for new asphalt shingles because it is neutral and blends in. Black may be acceptable for Colonial Revival houses built after the 1920's, but it should be avoided for Victorian houses.
- (3) The original roof type, slope, and overhangs should be preserved. New dormers may be acceptable in some cases if compatible with the original design. Modern skylights are a simple way to alter a roof to admit light and air without disrupting its plane surface, are less noticeable than dormers, and may also be acceptable. Skylights should be flat and as close to the roof plane as possible. They should not be placed on the front roof plane.

### (f) Porches and Exterior Architectural Features:

(2) Decorative architectural features such as cornices, brackets, railings, and those around front doors and windows should be preserved. New material used to repair or replace, where necessary, deteriorated architectural features of wood, iron, cast iron, terracotta, tile and brick should match the original as closely as possible.

### D. FINDINGS:

- 1. On April 2, 1991, the most recent expansion of the Historic Hill Heritage Preservation District was established under Ordinance No. 17815, § 3(II). The Heritage Preservation Commission shall protect the architectural character of heritage preservation sites through review and approval or denial of applications for city permits for exterior work within designated heritage preservation sites §73.04.(4).
- 2. The carriage house was constructed in 1906 and is categorized as pivotal to the character of the Hill Heritage Preservation District.
- 3. Leg. Code §74.64(a)(2) The slate roof is a distinguishing original quality of the building; the principle states that this shall not be destroyed. The principle also states that removal or alteration of any historic material or distinctive architectural features should be avoided when possible. The removal of the slate roof and replacement with asphalt shingles does not comply with this principle.
- 4. Leg. Code §74.64(a)(6) & (d)(1)The principle states that, "Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities." Slate is the original roofing material and the guideline states that it should be retained unless deteriorated. Photos supplied by the applicant do show that there is some deterioration and damage to the slate. The guideline states, "When entirely reroofing, new materials which differ to such an extent from the old in composition, size, shape, color or texture that the appearance of the building is altered should not be used." Asphalt shingles do not match slate in composition, size, shape, design, color, texture or other visual qualities; the proposal does not comply with the principle or guideline.
- 5. Leg. Code §74.64(f)(2) Exterior Architectural Features (built-in gutters, downspouts, and metal hip and ridge caps) The guideline states that exterior architectural features *should be preserved*. The scope-of-work calls for replacement of the gutters and downspouts, but does not detail how this would be carried out. The scope also calls for the installation of a cobra ridge vent; this would result in the removal of metal hip and ridge caps. The built-in gutters, downspouts and metal hip and ridge caps should be repaired and reused. If reconstruction

or replacement is necessary, these elements should match the original as closely as possible in material, design, size, location and profile in order to comply with the guideline. The scope calls for flashing at the brick chimney, but was not detailed; the installation of flashing at the brick chimney would need to be step-flashing into mortar joints only, as a reglet should not be cut into the brick in order to comply with the guideline.

6. The proposal to replace the slate roof with asphalt shingles, replace the gutter and downspout system, flash the brick chimney, and install a Cobra ridge vent will adversely affect the Program for the Preservation and architectural control of the Historic Hill Heritage Preservation District (Leg. Code §73.06 (e)).

#### E. STAFF RECOMMENDATION:

Based on the findings, staff recommends denial of the building permit application. Staff could review and administratively approved in-kind replacement of the slate roof and repair or in-kind replacement of the associated architectural features.

#### F. ATTACHMENTS:

- 1. HPC design review application and supporting materials
- 2. Photographs 10/30/14



Saint Paul Heritage Preservation Commission Department of Planning and Economic Development 25 Fourth Street West, Suite 1400 Saint Paul, MN 55102

Phone: (651) 266-9078

# HERITAGE PRESERVATION COMMISSION DESIGN REVIEW APPLICATION

This application must be completed in addition to the appropriate city permit application if the affected property is an individually designated landmark or located within an historic district. For applications that must be reviewed by the Heritage Preservation Commission refer to the HPC Meeting schedule for meeting dates and deadlines.

	T. 18
1. CATEGORY	entition
Please check the category that best describes the proposed work	
Repair/Rehabilitation       □ Sign/Awning       □ New Construction/Additi         □ Moving       □ Fence/Retaining Wall       Alteration         □ Demolition       □ Other       □ Pre-Application Review Grant Review Gr	Only
2. PROJECT ADDRESS	ing table to
Street and number: 746 Portland Ave, Zip Code: 5510	4
3. APPLICANT INFORMATION	
Name of contact person: Gary Thomas	
Company:	
Street and number: 746 Portland Ave	
City: St. Paul State: MN Zip Code: 5510	
Phone number: (451) 224-0257 e-mail: + homa002@v	my
4. PROPERTY OWNER(S) INFORMATION (If different from applicant)	
Name:	
Street and number:	
City: State: Zip Code:	
Phone number: ( ) e-mail:	

5. PROJECT ARCHITECT (If applicable)
Contact person: Denny Crist, Salesperson / B. N. Dack,
Company: Krech Exteriors production
Street and number: 5858 Blackshive Jath
City: Inver Grove Uts. State: MN Zip Code: 55076
Phone number: 651, 688-6368 e-mail: www infor krechexte
6. PROJECT DESCRIPTION
Completely describe ALL exterior changes being proposed for the property. Include changes to architectural details such as windows, doors, siding, railings, steps, trim, roof, foundation or porches. Attach specifications for doors, windows, lighting and other features, if applicable, including color and material samples.
Reflace state roof with asphalt shingles. Stateline & Asphalt Rooting System
Attach additional sheets if necessary
7. ATTACHMENTS
Refer to the Design Review Process sheet for required information or attachments.

ARE THE NECESSARY ATTACHMENTS AND INFORMATION INCLUDED?

□ YES

Will any federal money be used in this project? Are you applying for the Investment Tax Credits? YES YES

the affected property. I further understand the ownership must be submitted by application to unauthorized work will be required to be removed.	riew Application is limited to the aforementioned work to at any additional exterior work to be done under my the St. Paul Heritage Preservation Commission. Any  Date: 10 Oct 1014  Date: 4
FOR HPC O	FFICE USE ONLY
Date complete:  District: HILL /Individual Site:	FILE NO. 15 -007
Pivotal/Contributing/Non-contributing/New C	Construction/Parcel:
Requires staff review	Requires Commission review
Supporting data: YES NO Complete application: YES NO The following condition(s) must be met in order for application to conform to preservation program:	Submitted:  3 Sets of Plans  15 Sets of Plans reduced to  8 ½" by 11" or 11" by 17"  Photographs  CD of Plans (pdf) & Photos (jpg)  City Permit Application  Complete HPC Design Review application  Hearing Date set for:
If has been determined that the work to be performed pursuant to the application does not adversely affect the program for preservation and architectural control of the heritage preservation district or site (Ch.73.06).  HPC staff approval	City Permit #

### **Boulware, Christine (CI-StPaul)**

From:

Boulware, Christine (CI-StPaul)

Sent:

Friday, October 10, 2014 11:27 AM

To:

'thoma002@umn.edu'

Cc:

Spong, Amy (CI-StPaul)

Subject:

re: 746 Portland Avenue (historic address 749 Summit Avenue)

### Gary,

Thank you for visiting our office to discuss your proposal to replace the original slate roofing with asphalt shingles on your 1906 residence (early garage for the residence at 749 Summit).

As we discussed, the proposal does not comply with the Hill Heritage Preservation District guidelines and will require review by the Heritage Preservation Commission (HPC) at a public hearing.

I accepted your application as incomplete and identified the information that would be needed to meet the October 16 deadline for a public hearing at the HPC business meeting on November 6.

Please email photos to Amy and copy me. Your other follow-up items included looking into additional bids and exploring whether your insurance would cover the hail and wind damage to the roof.

We look forward to working with you on this application to hopefully revise it to comply with the guidelines so that it may be reviewed administratively.

I am copying Amy Spong on this email so that she is aware of our conversation and can assist you while I am out of the office.

Best Regards, Christine



### **Christine Boulware**

Historic Preservation Specialist
Planning and Economic Development
25 Fourth Street West, Ste. 1400
Saint Paul, MN 55102
P: 651-266-6715
F: 651-266-6549
christine.boulware@ci.stpaul.mn.us

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www.krechexteriors.com MN LIC# 20583274

### **SHINGLE ROOFING SPECIFICATIONS**

C	usto	omer Name Hary Thomas Date 8/25/14
V	/E I	PROPOSE TO DO THE FOLLOWING MARKED ITEMS:
In	clu	des: Home Garage Other
	Site Preparation	Protect all landscaping in a professional matter Protect your home as well as neighboring homes from all falling debris Tear off existing roof layers down to original decking Obtain permits for dumpster (if necessary). Dumpster location Obtain all necessary local permits for executing the project. Notes
Wood	Replace- ment	Replace any roof boards @ \$50.00 per 4 x 8 sheet - as needed
Felt	Paper	☐ Install 15 lb certainteed felt paper (Roofers Select) ☐ Install 30 lb organic felt paper Install "GAF" Shinglemate fiberglass felt paper.
Ice & Water	Shield	☐ Certainteed Winterguard ☐ 72" Runs ☑Install "GAF" Weatherwatch Granular Surfaced Leak Barrier ☑ 72" Runs Notes
Ventilation		☐ Install Continuous Ridge Vent System for roof ridge
Flashing		☐ Install roof to chimney flashing & counterflashing ☐ Install ☐ type of metal flashing to valleys ☐ Install roofing "D" edge if needed in ☐ color ☐ Install step flashing at wall to roof junctions ☐ Install new boots for vent pipes ☐ Install bath vents ☐ Install kitchen vents ☐ Install kitck-out flashing where needed ☐ Install furnace cap & collaiount.
Shingles		☐ Install new 3 tab roofing shingles by in color with year warranty ☐ Install Architectural roofing shingles by in color with year warranty ☐ Install roofing shingles manufactured by in style with year warranty  Material Drop Location: Notes:
Skv	Lights	□ Install new skylights by in size. Glass type
Cus		All surplus material is property of the contractor.  ner Signature 1. Representative Signature Demonstruction.

Proposal Submitted to: GARY THOMAS	Date: 07/15/2014
Address: 746 PORTLAND AVENUE	Home Phone: 651-224-0257
City, State, Zip: ST PAUL MN. 55104	Work Phone:
Insurance Company:	Claim #:
Sales Person: DENNY CRIST Phone: Email:	thoma002@umn.edu
WEPROPOSE TO (See attached Specifications Sheet for project details):	•
1. REMOVE EXISTING SLATE ROOFING SYSTEM AND REPLACE WITH DEFINITION ASPHALT ROOFING SYSTEM WITH DRIP EDGE AND SYS PER SPECIFICATIONS. \$11,229.00	
2. GAF SLATELINE ASPHALT ROOFING SYSTEM \$12,615.00	Bould.
3. GAF GRAND SLATE AR ULTRA ASPHALT ROOFING SYSTEM \$15,519.00	Dalla Comment
ADD FOR GOLDEN PLEDGE WARRANTY \$440.00	
INCLUDES ALL TAXES, PERMITS, AND DUMPSTERS.	
Gutter and downsport system 3	088.00
Flash (1) brick Chimney #	200.00
Aslana and Assatus illustration	550,00
$\phi_{\parallel}$	5067.00
down payment -	7,534.00
down payment - Balance	7,533.00
We propose to furnish labor and materials — complete in accordance with the Fifteen Thank Sifty Seven dollars (\$ 15,067. 50) with payment to be	above specifications for the sum o oe made as follows

### **ACCEPTANCE OF AGREEMENT**

By my signature below, the proposal prices, specifications and conditions are hereby accepted. You are authorized to perform the work specified. Payments will be made as outlined above. This proposal must be accepted within 30 days or it is automatically withdrawn.

**ACCEPTED** 

Terms on page 2 and on additional pages also form a part of this Agreement and are hereby accepted.

07/23/2014

Homeowner Signature

25 Aug 204

alteration or deviation from this Agreement, including replacement of deteriorated materials (i.e. decking, fascia boards, roof jackets, ventilators, flashing, etc.) hidden damage or any other materials not specified for replacement under this Agreement, and additional work required by government inspectors to make the existing structure code compliant, requires a written Change Order signed by all parties and may result in extra charges beyond the Agreement price which are the responsibility of the Owner.

- 2. Mechanic's Lien Rights. Minnesota law requires us to provide you with the following notice:
- (a) Any person of company supplying labor or materials for this improvement to your property may file a lien against your Property if that person or company is not paid for the contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our Agreement price, or withhold the amounts due them from us until 120 days after completion of the improvement and who gave you timely notice.
- 3. <u>Warranty Rights</u>. In addition to any written warranty we may provide you, you acknowledge receipt of a copy of the warranty provided pursuant to Minnesota Statutes <u>Chapter 327A</u> which may also apply. We hereby disclaim all warranties, express or implied, Agreement claims, negligence claims, and all other claims for which you have not provided us with written or actual notice within six months from the date of discovery of the problem and which have not been fully resolved within six months from the date you notified us of the claim.
- 4. Owners Obligations. You shall grant free access to work areas for workers and vehicles and shall allow storage of materials and rubbish. You agree to keep driveways clear and available for movement and parking of vehicles during normal working hours, including removal of ice and snow. You agree to supply electric, water, other utilities, and toilet facilities or compensate us for the cost of providing same. Our performance may require the installation of and removal of dumpsters, delivery trucks, worker's vehicles, construction equipment and vehicles on your property; you hold us harmless from damage that may occur to your property due to weight or movement. Dumpsters are for construction debris only and you may be charged additional fees should other items be found therein. Although we take reasonable effort to remove construction debris, you hold us harmless from any damage or injury caused by any debris that remains. You must arrange for identification of any underground utilities before we will do any digging. We shall not be expected to keep gates and doors closed and you hold us harmless for claims arising therefrom. Excess construction material remains our property.
- 5. <u>Collection Costs</u>. Limited to the the percent allowable by law, a 1½% monthly service charge will be added to any outstanding balance not paid within thirty (30) days of when due. You agree to pay for our reasonable costs of collection in collecting any delinquent amounts owning under this Agreement. Such costs shall include reasonable attorneys' fees, costs, and disbursements incurred in pursuing collection. The final payment in full shall not be held up while waiting for the city to inspect the work.
- 6. Events Beyond Our Control and Exclusions. You hold us harmless from pre-existing construction conditions that may be manifested during the construction process. Existing out of square and plumb conditions may require similar conditions in the new work. Some variation may occur in color, texture and planes of materials. We may substitute similar materials if specified materials are unavailable. We do not evaluate your structure's venting and circulation systems. Before we start work, you will protect your satellite dishes, solar panels and skylights and hold us harmless from damage that could have been prevented from your protecting them. We are not responsible for re-alignment of your satellite dishes and solar panels. Except through negligence, we are not liable for 'mage to interior fixtures, drywall, plaster wall construction, decorations, or to other parts of the premisses or its contents. You agree to remove and protect 'ersonal property in or near the work area, including without limitations, shrubs, flowers, wall hangings, and other valuables, and hold us harmless from uge from failure to so secure. Performance under this Agreement is contingent upon strikes, accidents, or other delays beyond our control. The price of unusual spikes in market demand. You are responsible for any governmental permit, service, or access charge; such charges are not included in the Agreement price. We are not responsible for hazardous material (lead paint, asbestos, etc. removal from your existing structure and may stop work until it is removed. You agree to hold us harmless from mold, fungus, or biological material damages as set for on the accompanying mold Mold Notice and Waiver. You acknowledge receipt from us of the UUREA Formaldehyde Disclosure required by Minnesota Law.
- 7. Owner's Work. For any work or materials you have agreed to provide, you will ensure timely delivery and performance to not hinder or delay us from our work. Preparation of materials for your work (such as speckling, sanding, etc.) is your responsibility. We provide no warranty for your work and materials. Any additional trips by us or our subcontractors because of your delays will result in a \$200.00 trip charge for each extra trip.
- 8. Advertising. You agree we may place our advertising yard sign on your property for promotion and identification purposes for workers and material suppliers. You grant us unlimited license to record images of the Work in any form and to reproduce those images for advertising and promotional use.
- 9. <u>Insurance</u>. To the extent required by law, we maintain current insurance policies covering its general liability and workers' compensation obligations. Prior to construction, you shall have in place insurance to cover the finished cost of improvements.
- 10. <u>Performance Guidelines</u>. We agree to complete the Work set forth in this Agreement in accordance with manufacturers' specifications for installation of all materials and applicable construction codes. You acknowledge receipt before signing this Agreement of these Performance Guidelines as required by Minnesota Statute 326B.809(b).
- 11. <u>Cancellation</u>. If, prior to our performance of any work, you cancel this Agreement without legal right to do so, we will be entitled to liquidated damages (and not as a penalty) to our actual costs incurred (including any restocking charges) plus 25% of the Agreement price. After our work has begun, you are responsible for the entire Agreement price. You acknowledge receipt before signing this Agreement of the cancellation notices as required by Minnesota Statutes 326B.811.
- 12. Replacement of deteriorating decking, facia boards, roof jacks, ventilators, flashing or other materials unless otherwise STATED IN THIS CONTRACT are NOT INCLUDED and will be charged as an extra on a time and materials basis.
- 13. The Company is not responsible for any damage on or below the roof due to leaks by excessive wind driven rain, ice, ice dams, hail, existing ventilation issues, and or condensation issue cause by temperature changes during the period of the warranty. Excessive wind is 65 or greater M.P.H.
- 14. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS, NOT WRITTEN ON THIS CONTRACT ARE AGREED TO BE IMMATERIAL, and not relied on by either party, and do not survive the execution of this contract.
- 15. The maximum liability for the Co. shall be the original cost of labor and materials for the renair which customer agrees shall be a liquidated sum. under

### **Boulware, Christine (CI-StPaul)**

From:

Gary Thomas <thoma002@umn.edu>

Sent:

Thursday, October 16, 2014 7:42 AM

To:

Spong, Amy (CI-StPaul)

Cc:

Boulware, Christine (CI-StPaul)

Subject:

RESEND: Roofing Project 746 Portland

**Attachments:** 

Kaufman\_Slate\_14Oct2014.pdf; 746\_Portland\_Images.zip

Oct 16: Dear Amy and Christine: I'm resending this because my email server alerted me that what I sent yesterday contained oversize image files (and may not have reached you). So I've resized the images and am sending them as a zip file here. Sorry for the inconvenience, if any.

15 October 2014

Amy H. Spong

Historic Preservation Specialist

Department of Planning and Economic Development

1400 City Hall Annex

St. Paul, MN 55102

Cc: Christine Boulware

Historic Preservation Planner

Dear Amy,

I met with Christine Boulware on Friday, October 10 and partially filled out a form requesting approval for a new roof for my carriage house located at 746 Portland Avenue, St. Paul, 55104. In order to complete the form, Christine specified additional information, noting that if I could have it in your hands by October 16, the committee might be able to act on my request at its November 6<sup>th</sup> business meeting rather than a following meeting on November 20<sup>th</sup>. This would be advantageous in that the current roof is in bad shape and will need replacement before the onset of winter.

At the same meeting Christine made copies of a contract I've signed, with 50% down payment, with Krech Exteriors, for a GAF Lifetime asphalt shingle roof. However, she asked me to look into the feasibility of replacing the current slate roof with new slate roof and requested that I (1) get bids on such a roof; (2) contact my insurance company; and (3) provide relevant photos. This I have done, as follows:

### A. Bids

I contacted three companies: **Kaufman Roofing**, **Garlock-French Roofing**, and **Berwald Roofing**. As of this morning I have met with and received responses from Kaufman and Garlock-French. After an extensive survey of the roof, Dick Kaufman provided a written bid of \$69,008, not including rotted wood replacement (this bid attached). In the case of Garlock-French, Glenn Downes came by, also inspected the roof, and made a verbal estimate on the spot of roughly \$31,000 for the roof, not including wood replacement, etc., with the invitation for you to call him for confirmation and additional information, as needed. If/when I hear back from Berwald, I will forward a report on that as well.

### B. Insurance

I carry a homeowners policy with AAA Insurance and spoke with my agent, Zach, at 651-765-0935. He explained that my policy includes "covered perils," such as acute wind, hail, and fire events that are both "sudden" and "accidental," but explicitly does not cover wear and tear, normal maintenance, or problems that occur over time—especially over the course of 108 years, as in the case of the present roof (listed in City records, shown to me by Christine, as dating from the year 1906). A claim for replacing this slate roof in kind would in his view surely be denied and would have the additional effect of leaving a claim on my record, resulting in higher premiums.

### C. Photos

Attached, in addition to the Kaufman bid, please find the following JPEGs

• IMG_0237_212.JPG	Carriage House, south elevation
• DSC_0226.249.JPG detail)	Carriage House, south elevation (sw corner
• IMG_0238_213.JPG elevation	Garage (between front house and CH), east
• IMG_0242.217.JPG	Garage, southeast elevation
• IMG_0239_214.JPG elevation	Front House (749 Summit Ave.), southeast
• IMG_0243_252.JPG	Front House, east elevation

• IMG\_244\_253.JPG

Proposed shingles, Pewter, close-up of sample

Note: the Kaufman file and the final JPEG will be sent in a second, following email.

Final Considerations: (1) The roof requires replacement before the current season is too far advanced, i.e., very soon; (2) The proposed roofing material is of high quality, matching the shingles on the shared garage exactly (same company, same color) and closely approximating those used on the main house, 749 Summit, and would thus be aesthetically consistent; (3) A 70-year old retiree (who has resided at this address for 29 years), I cannot possibly afford a slate roof replacement at either of the bids thus far submitted; in point of fact, the cost of the proposed roof, which again does not include wood replacement, is stretching it for me.

Respectfully submitted,

Gary Thomas

746 Portland Avenue

St. Paul, MN 55104

651-224-0257; 651-587-4013 (cell)

thoma002@umn.edu



Commercial and Residential Full Service Roofing Contractor Specializing in Slate and Tile Restoration License #BC648158

October 14, 2014

Gary Thomas 746 Portland Avenue Saint Paul, MN 55104-7127

Dear Mr. Thomas,

Thank you for contacting Kaufman Roofing Inc. and giving us the opportunity to bid on your future slate roof. Below is a proposal for the work we propose to perform for you, If you have any questions or concerns please call, we will be happy to assist you.

### 20-INCH BLACK SLATE:

We propose to tear off the old slate, gutter liners, and 3' round downspouts from your house. We will replace any rotted lumber on a time and material basis. Our labor to replace rotted lumber is \$79.00 per man-hour plus the cost of the material. Once the rot is replaced, we will install new 24-gauge metal gutter liners and new 4" round downspouts. The liners will have a paint-grip surface ready for painting if you are interested. Next we will install one layer of ice & water shield over the entire wood deck. This we will cover with one layer of GAF "Tiger Paw" to protect the ice & water from the sun in case some slate should break over the years. Overall, we will install 18" X 12" black slate with an 8" exposure. New black cladded metal valleys, flashings, and plumber vents will be installed. We will add 12 attic vents for proper ventilation on the roof.

The premises will be cleaned each day and all the debris will be hauled away at the end of the project.

The estimated cost for the "Slate" project is: \$63,262.00

The estimated cost for the "Gutter Liners" project is: \$4,445.00

The estimated cost for the "Downspout" project is: \$ 1,301.00

TOTAL: \$69,008.00

#### 10/14/14

Any wood replacement, siding removal, and/or repair to allow installation and completion of roof, including installation of new step flashings and priming & painting, will be done at a rate of \$79.00 per hour per person, plus materials, over and above original bid price.

Our individuals are fully insured and well qualified to do a good job for you. Should you decide to accept this offer, please sign one copy and return to our office. This agreement is contingent upon accidents or delays beyond our control.

Terms of Payment: 1/3 down, balance paid in full on completion.

**Payment Default:** 1.5% per month is charged on all amounts past due. Signer also agrees to re-imburse Kaufman Sheet Metal & Roofing Inc. for all costs of collection including reasonable attorney's fees in full.

Sincerely,

Richard Kaufman

Salesperson

ACCEPTANCE OF CONTRACT - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature(s):

### Date of Acceptance:

Minnesota law requires that we give you notice of lien rights accorded to persons or companies furnishing labor or materials for the improvement of real property. Attached is the notice required by Minnesota law. This form must also be signed and returned if this contract is accepted.

WE ACCEPT VISA & MASTERCARD

It is our Policy: "Treating the Customer Right is not only nice, it is GOOD BUSINESS!"

#### CONTRACTORS NOTICE TO OWNER

Gary Thomas
746 Portland Avenue
Saint Paul, MN 55104-7127

PLEASE TAKE NOTICE

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.

UNDER MINNESOTA LAW YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Kaufman Sheet Metal & Roofing Inc. (Contractor)
2521 24th Avenue South (Address)
Minneapolis, MN 55406
(612) 722-0965 / (612) 722-1021 (Phone / Fax)

Received by:		
	Homeowners signature	
Date		

STATE LICENSE #9324

### 746 PoAland



### PROPOSAL - ORIGINAL COPY

- Roofing Division
- Cedar Preservation Division
- Solar Division
- Chimney Division
- Sheet Metal Division
- Roof Maintenance Division

### Proposal Submitted To:

Gary Thomas 746 Portland Avenue St. Paul, MN 55104

JOB: Thomas Residence 746 Portland Avenue 651-224-0257

### We hereby submit specifications and estimates for

Thank you for inviting Garlock-French Corporation the opportunity to present our proposal for the roofing work on your home. Please read this information carefully, as we want you to be fully aware of what to expect during the re-roofing process.

We will perform the following sequential items of work to the WORK AREA defined below. This roofing work shall be performed by full-time roofers employed by Garlock-French Corporation. All work shall be inspected by Garlock-French Corporation full-time supervisors on a regular basis. All of our employees are fully covered by workers compensation insurance.

WORK AREA: WORK AREA: Entire steep/pitched roof areas and built-in gutters on the carriage house.

### PROJECT PLANNING/ SET UP

Deliver all necessary materials and equipment to the jobsite in a secure location. Provide and set up all required fall protection for this project. All fall protection is set up in accordance with OSHA safety regulations and is mandatory when full-time employees are working on the roof. Install tarps and plywood around the structure as required for protection of landscaping and walls during the removal of the existing roof.

### **TEAR OFF**

Remove the existing slate roofing from the specified WORK AREA down to the wood roof deck or existing winterizing barrier. Remove all roofing nails, clean up all debris and properly dispose of in accordance with current regulations. Perform a magnetized sweep (to pick up loose nails) over the yard, sidewalks and driveways during the process of the project as well as performing a thorough magnet sweep and clean up and upon the completion of the project.

### **ROOF DECK INSPECTION**

After the roofing has been removed a careful inspection shall be performed to determine the integrity of the wood roof deck. Should it be determined there is rotted or deteriorated wood, cracked or missing wood components, or other deficiencies which might prevent us from installing the roof system properly, required repairs shall be made. All required repairs shall be performed bases upon our regular **Time and Material basis** as specified in the Supplemental Conditions section of this proposal.

### LOWER EDGE METAL Pre-Finished Metal

Install new custom fabricated 24 gauge pre-finished galvanized iron drip edging at the lower edge of the WORK AREA. The drip edging shall be fabricated to match this pitch of the roof and shall have a 1  $\frac{1}{2}$ " face with a  $\frac{1}{2}$ "kick out and hemmed edge.

### **BUILT-IN GUTTER SYSTEM**

At the built-in gutters around the entire perimeter of the steep and low pitched roof areas, remove the two existing built-in gutter liners, clean up debris and haul away. Install new custom fabricated 26 guage galvanized iron built-in gutter liners at the present built-in gutter liner locations. The built-in gutter liners shall have seams spot welded and soldered and shall be sloped for positive drainage to the downspouts. The gutters shall be hooked up to new 4 inch square galvanized iron downspouts, elbows, and ground extensions. Prime the gutters and downspouts with an oil based primer.

### WINTERIZING W.R. Grace "Ice and Water Shield"

Winterize the lower edges of the roof in WORK AREA extending 6 feet up from the lower edge, with ice dam protection membrane solidly adhered to either the existing roof deck or existing ice dam protection membrane and to the flange of drip edging or gutters. Install a 3 foot wide strip of ice dam protection membrane turned up the entire length of the valley in the WORK AREA. Additionally install waterproofing membrane turned up the vertical surface 4 inches at areas along the sidewalls and chimneys. Install additional ice dam protection membrane at the base of the valleys in WORK AREA up and out from the base of the valley 9 feet.

### BASE UNDERLAYMENT

Install one layer of SBS modified asphalt saturated and coated underlayment over the entire steep (pitched) roof in WORK AREA.

### **CAP UNDERLAYMENT**

Install one layer of Titanium 50 Synthetic Underlayment over the top of the SBS underlayment over the entire steep (pitched) roof in WORK AREA.

### VALLEY METAL Pre-Finished Metal

At all valleys in WORK AREA, install new 24 inch wide custom fabricated "W" valley of metal specified above. The valley metal shall be lapped 10" and shall be securely fastened to the roof deck with approved fasteners.

### **SLATE SHINGLING**

Install new 18 inch by random by 3/16 inch black Vermont slate roofing over the entire steep roof areas on the house. The slate roofing shall be secured using copper fasteners of sufficient length. The slate shall be mitered at all hip and ridge locations to receive the metal treatments. Also install a slate starter course at the lower edge of all roof areas.

### HIP AND RIDGE TREATMENT

At all hips and ridges, install new custom fabricated 24 gauge galvanized iron hip and ridge treatment to match the existing in size and profile. Prime and paint the hip and ridge treatment with paint specified by owner.

FLASHING METAL Shingle tins: Pre-finished galvanized iron;
Face Flashing: Pre-finished galvanized iron; Reglet: Pre-finished galvanized iron;
In WORK AREA install new shingles tins (step flashing) laid course for course with the shingles along all chimney and sidewall areas. Also install new custom fabricated face flashing at wall areas. Install new custom fabricated reglet counterflashing cut into a joint of the existing masonry wall or chimney. Seal the top edge of the reglet metal using "Vulkem" caulking.

### **METAL CHIMNEY SADDLE**

Waterproof the saddle/cricket area behind the WORK AREA with ice dam protection waterproofing membrane. Install a new custom fabricated 24 gauge galvanized iron chimney saddle/cricket with all seams spot welded or riveted together and soldered in a watertight manner. Install custom fabricated 24 gauge galvanized iron reglet counterflashing at the top side of the new metal saddle/cricket securely fastened and seal reglet with "Vulkem" caulk. Prime the metal with appropriate primer.

### **EXHAUST VENTS** Pre-Finished Metal

Remove the existing exhaust vents in the WORK AREA, clean up debris and haul away. Install new metal dampered exhaust vents of metal specified above with flange properly flashed into the new roof system in a watertight manner. Hook the new exhaust vents up to the existing ductwork.

### SOIL STACKS Pre-Finished Metal

Remove the existing soil (plumbing) stack jacket in WORK AREA, clean up all debris and haul away. Install new custom fabricated frost-free lead-top soil stack jacket fabricated from metal specified above with flange properly flashed into the new roof system in a watertight manner.

### FINAL CLEAN-UP/ INSPECTION

After the re-roofing project has been completed, our crews will complete a thorough final clean-up of the property. This will include removing all debris and running a magnet around the entire property to pick up as many nails as possible. In conjunction with the final clean-up, a detailed inspection shall be performed by a Garlock-French supervisor, to ensure the job matches the specifications. The final clean-up and inspection are included as part of the contract.

<u>WARRANTY</u>
Provide Garlock-French Corporation's 10 year warranty against leakage due to defective workmanship, and a 10 year warranty against leakage due to ice back-up where ice dam protection membrane was installed. These warranties are included as part of the contract. Please refer to printed warranty for full information.

Base Bid Total	\$42,500.00
Downpayment submitted:	\$
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### **Supplemental Conditions:**

- A) **Time and Material Work**. All work performed under our regular Time and Materials basis will be charged at an hourly rate of \$88 per hour per man. All billing shall be in quarter hour increments and will include time only on the jobsite. Material charges shall include equipment, scaffold and debris disposal.
- B) Garlock-French Roofing shall be responsible for the safe removal, disposal and/or recycling of all existing materials related to this project. Any potential value related to the recycling process is factored into the contract price of the project.
- C) Garlock-French Roofing will obtain all required permits for this project (unless otherwise arranged). All permit costs shall be billed as an additional charge over and above the contract price.
- D) Garlock-French has become a Lead Certified Firm through the Environmental Protection Agency. If your home was built before 1978, and lead paint is found in the WORK AREA of this project, you will be notified and provided with an informational booklet put together by the EPA.
- E) Garlock-French Roofing will supply all necessary materials (tax included), equipment and labor to complete the above described work. The work will be completed in a professional manner in compliance with all local and state building codes. Garlock-French Roofing will provide a lien waiver upon full payment and will issue a certificate of insurance (both upon request).
- F) P ayment terms: 25% down payment upon signing of contract with the balance due upon receipt of final invoice (should the duration of the project be less than 30 days). If the duration of the project should exceed 30 days a progress billing shall be submitted. Finance charges will be assessed on accounts past 30 days with an APR of 16%.
- G) By signing this contract the owner accepts the conditions of the warranty supplied by Garlock-French Roofing (a sample warranty is attached). The duration of warranties for the roofing work performed shall become valid and shall be issued only after complete payment has been received for the project.
- H) All jobs are scheduled on a weather permitting basis.
- Garlock-French Roofing Corporation is a fully insured (workman's compensation and general liability insurance) and licensed organization. Garlock-French Roofing's state license is: #BC001423.

### GARLOCK-FRENCH CORPORATION LIMITED WORKMANSHIP WARRANTY

Original Purchaser (You): Work Location: Completion Date:

Warranty Period:

Work Description:

Garlock-French Corporation ("we" or "us"), a Minnesota corporation warrants to the original purchaser that under the conditions described in this Agreement the work described above performed at the work location will be free from leakage through the roof due to defective workmanship for the period from the completion date.

This Warranty covers only the specific Work described in our contract with you. If within the Warranty Period moisture leakage occurs through the roof due to our defective workmanship at the above location, we will repair the subject roofing at our expense or refund the cost of only that specific item of roofing material and labor related to that item (i.e. only faulty portion of job - not entire contract) as we in our discretion shall deem to be required.

This Warranty does not apply to:

- 1. Damage to the roof due to causes beyond normal use and service including, but not limited to acts of God, falling objects misuse of roof, vandalism.
- 2. Any damage or injury to persons or property caused directly of indirectly, in whole or in part, by:
  - (a) any fungus(es) including, but not limited to, any type or form of mold, mushroom or mildew;
  - (b) spore(s) (means any reproductive body produced by or arising out of any fungus(es);
  - (c) any substance, vapor or gas produced by or arising out of any fungus(es) or spore(es);
  - (d) any material, product, building component, building or structure that contains, harbors, or acts as a medium for any fungus(es) or spore(s); or,
  - (e) any moisture condensation;

however caused including, but not limited to, roof leakage.

- 3. Damage caused by settlement or other structural problems.
- 4. Leakage due to "Ice Back-up" except through the specific locations where ice dam protection membrane has been installed by us.
- 5. Leakage due to siding on walls or other wall treatment or through chimney above top of flashing.
- 6. Direct or consequential damage to any property, real or personal, other than the repair of the subject roofing or partial refund cost as mentioned above.

EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE, WE EXPLICITY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A FARTICULAR PURPOSE AND ANY WARRANTY FOR ANY DAMAGE TO ANY PROPERTY, REAL OR PERSONAL, AND/OR ANY DAMAGE OR INJURY TO PERSONS, CAUSED BY MOISTURE ALLOWED INTO ANY STRUCTURE ON THE WORK SITE AS A RESULT OF A LEAKING ROOF.

THIS LIMITED WORKMANSHIP WARRANTY DOES NOT EXTEND TO OR COVER, AND WE WILL NOT PAY, CONSEQUENTIAL DAMAGES OF ANY KIND.

The above paragraph does not affect any written warranties that may be given to you by the manufacturer.

You must notify us in writing of any claims pursuant to this Warranty within 30 days of first discovery of leakage through roof. If you do not give us this notice in the specified 30-day period, this warranty shall be null and void:

This Warranty is solely for your benefit. You may not assign or transfer this Warranty to anyone else. This warranty shall be null and void unless we receive full payment according to the terms of our contract with you.

THIS LIMITED WORKMANSHIP WARRANTY IS THE COMPLETE AND EXCLUSIVE WARRANTY FROM US TO YOU. BY SIGNING THE CONTRACT ATTACHED TO THIS LIMITED WORKMANSHIP WARRANTY, YOU AGREE TO ALL THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY INCLUDING THE DISCLAIMER IN CAPITAL LETTERING ABOVE.

Garlock-French Corporation

Ву: _	
Title:	
Date:	

We Propose hereby to furnish material and labor - complete in accordance with prior specifications for the sum of: Prices as quoted...

Plus selected alternates, or potential change orders and time and materials as indicated in prior specifications Payment to be made as follows: 25% down payment on base bid and alternates, with balance due upon completion of work, with 1.33% interest computed monthly after 30 days (16% A.P.R)

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from prior specifications involving extra costs will be executed only upon customer approval and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado, and other necessary insurance. Garlock-French employees are fully covered by Worker's Compensation Insurance.

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Glenn Downes, Vice-Presiden

Note: This proposal may be withdrawn if not accepted within 10 days.

Acce	ptance	of Pro	posal-

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acc	entance:				
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OWNER OR OFFICER TITLE

The following paragraphs included in this section of this proposal have been added for legal purposes and serve as a protection for both the property owner and the contractor (Garlock-French Corporation). The purpose of the following statement is not an intent to lien, but serves as notice of your rights as a property owner and our rights as a contractor if payment is not made by one or more parties.

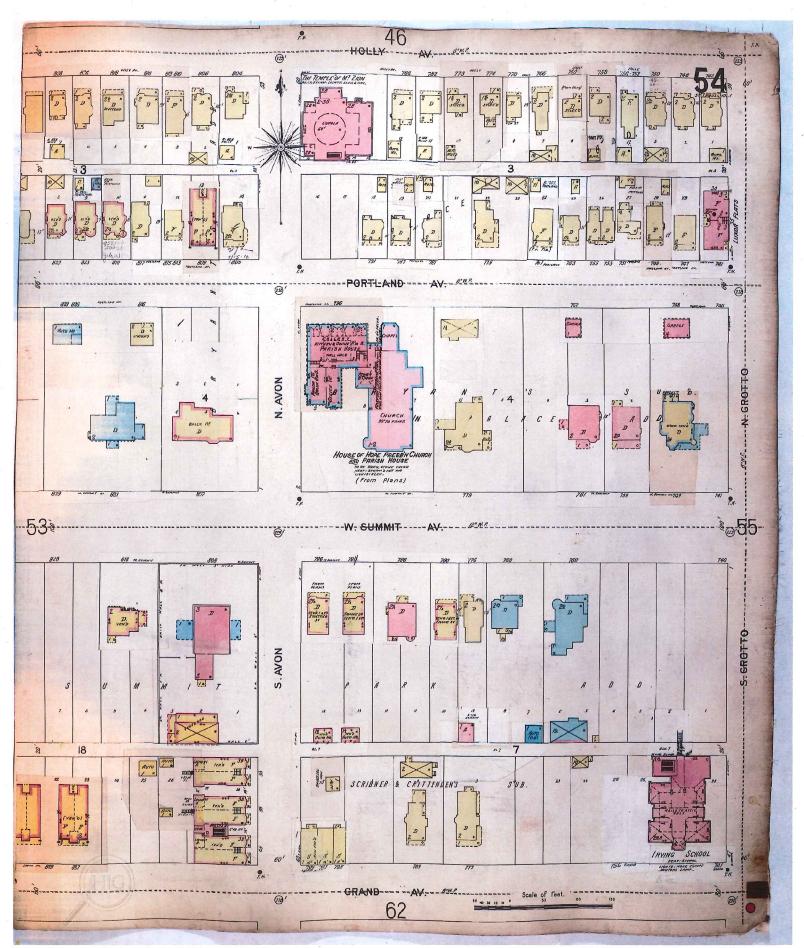
### NOTICE TO OWNER:

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS:

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

OWNER ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS CONTRACT AND NOTICE.

Garlock-French Corporation
Minnesota Sate License #0001423



Insurance Maps of St. Paul, Minnesota - Volume 1 Publisher: Sanborn Map Co. 1903 revised through August 1925 Handwritten notations by St. Paul Planning Commission

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