



RESOLUTION No. 2015-3214

**A RESOLUTION APPROVING THE REPLACEMENT OF THE LIBRARY
ROOF BY COLUMBIA ROOFING IN THE AMOUNT OF \$69,249.00**

RECITALS:

1. The Newberg Public Library roof has developed leaks in several areas that are causing water damage to the interior structure, ceilings and walls.
2. The Newberg Public Library roof reached end of life and is beyond the ability to make effective repairs.
3. Delaying replacement will continue and expand the water damage to the structure and interior of the library. Due to the age and condition of the Newberg Public Library roof, it is in need of a complete replacement.
4. Proposals for replacement of the Newberg Public Library Roof were solicited, receiving three (3) proposals.
5. Columbia Roofing and Sheet Metal was determined to be the lowest bid proposal in the amount \$69,249.00. The details of the bid proposal are described in Exhibit "A" which is hereby attached and by this reference incorporated.
6. The Newberg Public Library Roof replacement project proposal includes a five (5) year warranty for workmanship for Columbia Construction Service, Inc. and a twenty (20) year No Dollar Limit (NDL) manufacturer's warranty.
7. Work on the project will begin within 90 days after notice to proceed. The project is expected to be completed within 21 days once work has commenced, not including rain delays.
8. The cost of the Newberg Public Library roof replacement was approved in the FY 2015-2016 City budget.

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THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council, acting as Contract Review Board for the City, does hereby authorize the City Manager Pro-Tem to approve the replacement of the Newberg Public Library Roof by Columbia Roofing and Sheet Metal, in the amount of \$69,249.00, per scope of work as attached in Exhibit "A", which is hereby adopted and by this reference incorporated.

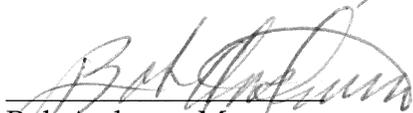
➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: September 9, 2015.

ADOPTED by the City Council of the City of Newberg, Oregon, this 8th day of September, 2015.



Sue Ryan, City Recorder

ATTEST by the Mayor this 10th day of September, 2015.



Bob Andrews, Mayor



18525 SW 126th Place
Tualatin, Oregon 97062-6074
(503) 684-9123 Fax (503) 684-1458
www.reroofnow.com

Proposal and Construction Contract

Date Of Proposal: 8-7-2015	This Proposal May Be Withdrawn If Not Accepted By: 9-7-2015
Proposal Number: 222740	
This Construction Contract Is Entered Into As Of The Effective Date Of Contract, By And Between Columbia Construction Services, Inc. (An Oregon Corporation), Hereinafter Called "Contractor" And The Party Or Parties Signing Below, Hereinafter Called "Owner" Or "Owner's Representative."	

Project And Owner Information		Salesman: Vince Hanewinkel
Project Address	City of Newberg Library 503 East Hancock St Newberg, OR 97132	Project Telephone 971-246-0423
		Project Fax
		Project Other Telephone
Owner Name	Same as above	Owner Telephone
Owner Address		Owner Fax
		Owner Other Telephone
Other Contact Info	Clinton Alley clinton.alley@newbergoregon.gov	Billing/Mailing Address <i>(If Applicable)</i>

General Scope of Work

1. Comply with all federal, state and local codes including proper OSHA fall protection and other requirements for the safety of our crews.
2. Pay for and obtain all necessary building permits and inspections, invoiced at cost in addition to the base contract amount.
3. Keep the jobsite neat and orderly, removing all construction debris at the end of the job and disposing of off site in a legal manner.

Additional Work Performed

In case of any modifications or additions to the work covered by this contract, whether Owner, a Public Body, or Inspector directs it, the cost shall be added to the contract price. Contractor is entitled to be paid for additional work whether reduced to writing or not. Owner shall also pay for additional work incurred because of unusual, unanticipated or concealed conditions, such as but not limited to dry rot, improper existing structural conditions and other items not known at the time of entering into this contract. Additional cost of labor will be invoiced at \$ 92.00 per hour, as well as the direct cost of subcontracts, mobilization, and materials plus 18% for overhead and profit.

Terms of Sale

On site material and mobilization costs will be invoiced the first day of the project and are due within fifteen (15) days of invoice date. Upon project completion, the remaining balance is likewise due within fifteen (15) days of invoice date in the full amount of the stated invoice price. If the project is not complete by the end of any given month during the course of service, billing will be provided on the 25th of the month for projected work completed and materials stored at the site through the end of the month. Payment for partial progress invoices will be due the 10th day of the month following the invoice date. Final payment, and all release of liens are due within fifteen (15) days of receipt in the full amount of the invoice including all Change Orders. All manufacturer and workmanship warranties will be considered in effect upon satisfaction of all stated payment terms. Owner or Owner's representative agrees that if the Contractor has not been paid in full in accordance with the terms stated above, Owner will pay a late charge to Contractor of 1.5% of the unpaid balance per month and all necessary collection costs including legal fees. No other funds may be withheld. Payment by credit card will be accepted with Columbia Construction Service, Inc. Authorization and Customer authorization provided at time of contract signing. The credit card will be charged at the time of invoice presentation, either by USPS mail, email, or hand delivery. A service fee of 4.25% will be added for credit card payments. If credit card payment information is not provided at time of contract signing, or if credit card cannot be processed as presented, standard contract terms will apply, upon pre-approved credit terms. If credit terms are not approved, cash payment will be required at time of contract signing.

General Specifications

1. Have a pre-roofing conference with the necessary parties in this project to review our operations, need for access, and any notifications you may need at your facility. This will include hours of operation and any special needs you may have for the project.
2. Remove the existing roof membrane assembly (and sheet metal) down to the existing roof substrate.
3. Set up all necessary safety and fall protection equipment to meet or exceed (**OREGON**) O.S.H.A. Safety Standards and comply with all O.S.H.A. safety requirements
4. Have a registered structural engineer inspect and provide us with written documentation stating that the existing roof system can withstand the additional weight of the new roof system. This is a requirement from the city and documentation must be provided prior to installing the new roof system for re-cover assembly.
5. The owner will need to provide proof of an engineer's review that the structure will hold the weight of the new roofing system prior to the beginning of the work on any ballasted roof system.
6. Keep the site and the roof clean of all debris during the process of the work. We will dispose of all debris off site in a legal manor.
7. We secure all materials on your roof and store them in a proper manner to protect your building and the materials until used in the roofing process.
8. Roofing replacement to be a commercial grade system with a minimum thickness of sixty (60) mil, installed as per manufacturer specification.
9. Finished roofing system to provide rain and water tight roofing system. Roof shall be watertight at the end of each work day.
10. Finished roofing color to be white.
11. Replacement roof to maintain required fire rating, and meet wind uplift conditions.
12. Roofing system shall be mechanically attached.
13. All penetrations, including pipes, flanges, units, fans, etc. to be properly flashed, or otherwise sealed by the membrane system, as per manufacture specification.
14. All materials used shall be new.
15. Contractor shall provide any necessary rain protection during replacement/installation of roofing system.
16. Full use and operation of the Library to be maintained during installation.
17. Contractor to provide all necessary power, tool, equipment, and sanitation facilities for work crew necessary to complete project.
18. Contractor to provide a complete cleanup of job site upon completion, removing all tools, and disposal of any debris removed to facilitate installation of new roofing

Scope of Work

TPO Mechanically Attached Systems

1. Tear off and dispose of all parapet wall and curb base flashings to allow for proper installation of the new roofing system.
2. Furnish and install tapered cricket system at noted area of ponding water to promote proper drainage.
3. Furnish and install a ½" fan fold board over the existing roof system and mechanically attach. This will maintain the existing fire rating for the new roof assembly.
4. Over the fan fold, furnish and install a new 60 mil reinforced TPO roof membrane and mechanically attach to the substrate.
5. All field and base flashing seams will be cleaned before being hot air welded.
6. Furnish and install new TPO base flashings around all curb penetrations.
7. Furnish and install new TPO base flashings that will extend up to the base of the skylight and metal siding.
8. Fabricate and install new 26 gauge counter flashings around the skylights and mechanically attach with neoprene gasketed fasteners.
9. Furnish and install new TPO base flashings around the roof hatch.
10. Furnish and install a new 26 gauge metal hatch flashing under the metal flashing flange of the roof hatch to hold the TPO membrane in place.
11. Furnish and install pre-manufactured inside/outside TPO corner flashings at curb penetrations, thru wall scupper drains and wall flashings.
12. Furnish and install new pre-manufactured pipe boots on all pipes up to 6" in diameter complete with a new stainless steel clamps and sealant.
13. All pipes where a pre-manufactured pipe boot is not feasible will be field wrapped with unreinforced TPO membrane complete with a new stainless steel pipe clamp and sealant.
14. Furnish and install TPO patches at all T-Joints in the field membrane.
15. At all wall supports, furnish and install pre-manufactured TPO pitch pans.
16. Furnish and install a one part poly-urethane rubberized pitch pan sealant in each pitch pan.
17. Furnish and install new TPO base flashings at all parapet walls that will extend up and across the top of all walls.

- 18. Fabricate and install new TPO clad thru wall drain flashings and mechanically attach to the substrate. Furnish and install new TPO flashings to the drain.
- 19. Remove, clean and reinstall existing stainless steel scupper drain that drains through awning roof.
- 20. Fabricate and install new 26 gauge galvanized clip metal to be installed along the outside of all parapet walls. Mechanically attach the clip to the wall.
- 21. Fabricate and install new pre-painted standard color 26 gauge galvanized standing seam coping cap around the perimeter of all parapet walls. All new metal coping caps will be installed by hooking the front face into the clip metal to secure the face of the metal to the building. Mechanically attach to the wall with new neoprene gasketed fasteners.
- 22. Fabricate and install new pre-painted standard color 26 gauge metal counter flashings around each HVAC unit and mechanically attach to the curb with new neoprene gasketed fasteners.
- 23. Upon completion of the above work, remove all tools and debris and leave the site in a clean and orderly condition.

Warranty:

This project includes a 5 year warranty for workmanship for labor from Columbia Construction Service, Inc. and a 20 year NDL (No Dollar Limit) manufacturer’s warranty from the manufacturer.

Total Lump Sum for the specifications listed above: \$53,535.00

Option to upgrade from ½” fan fold to 1.5” poly iso insulation add: \$8,428.00

Authorized Initial

Option to install walk pad at unit access panels, roof access, and existing locations add: \$7,286.00

Authorized Initial

Schedule

Due to existing Contracts and backlog, we will begin work within 90 days of after notice to proceed. Project is expected to be complete within 21 days once work has commenced, not including rain delays.

Columbia Roof Advantage*
See Exhibit “A” – Attached

All GAF Single-Ply and Modified Bituminous Roof Systems Qualify for an Additional 25% Longer Warranty While the Columbia Roof Advantage is in Force

1. Owner accepts the terms of the Columbia Roof Advantage (CRA) Roof Owner’s Interface (ROI) for yearly maintenance and cleaning services at the added rates as indicated on Attachment “A”, included herein.

Silver	Price per Year	<u> \$1,250.00 </u>	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline
Silver Plus	Price per Year	<u> \$1,350.00 </u>	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline
Gold	Price per Year	<u> \$2,250.00 </u>	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline
Platinum	Price per Year	<u> \$4,275.00 </u>	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline

General Exclusions

1. We exclude all design calculations, fitness and completeness for this project of any solutions and design work that would normally be reviewed by a trained architect, engineer, or other construction professional. The Owner is responsible for the errors and omissions that may occur from our suggested scope of work and it is recommended that the Owner have the scope of work reviewed by a licensed construction professional.
2. We exclude all costs associated with concealed conditions that may arise during the course of inspection, course of construction, or discovered at a later date.
3. We exclude all government fees for this project. This exclusion includes any special services, inspections, building permit fees, side walk permits, street closure permits, other fees, and the cost of securing those government requirements.
4. We exclude costs of testing, verifying results and changing scope of work based on any hazardous materials.

Contract of Service

The General Terms And Conditions Set Forth Below Shall Be Considered Part Of This Contract

Mold/Fungi/Microbe Exclusion: Mold, fungi and/or microbes are present in many locations. Mold, fungi and/or microbes may be dangerous, may cause many health related problems and may be deadly in some cases. Columbia Construction Services, Inc. does not inspect for mold, fungi and/or microbes. The Company is specifically not qualified to determine if mold, fungi and/or microbes are present. It is the responsibility of the Owner of the building to determine if mold, fungi and/or microbes are present. It is also the responsibility of the Owner of the building to notify Columbia Construction Services, Inc. within 24 hours of occurrence of any leak where mold, fungi and/or microbes may occur or may be present. The parties hereby agree that Columbia Construction Services, Inc. shall not be liable for any damages by not identifying any mold, fungi and/or microbes present or occurring at a later date, as well as detrimental health effects from mold, fungi and/or microbes either directly or indirectly caused by our activities, materials used, processes, workmanship or lack of recognition of those conditions.

Contractor Services: Contractor agrees to furnish all equipment, materials, labor, and supervision to construct the project described in the scope of work for this project in a good and workmanlike manner in accordance with all labor, building, and other laws and codes in accordance with the building plans, specifications or scope of work.

Plans and Specifications: The project shall be completed according to the scope of work attached, which has been approved by the Owner by the terms of this contract. If the plans and specifications or the scope of work are from the Contractor, Contractor warrants that the work will be performed in accordance with the Contractor's plans, specifications, or scope of work. If the Owner or a Third Party prepares the plans or specifications, and the Contractor's work does not remedy the diagnosed problem, then the Contractor shall not be liable for any additional repairs due to design defects.

Permits and Assessments: Contractor will obtain all required permits and bill for the service and permit cost, including but not limited to sidewalk closure, street closure, parking permits and other governmental service permit charges that are project specific. Owner will pay for assessments and charges from public agencies and utilities for financing or reimbursement for the cost of sewers, storm drains, water service and other utilities, including revolving fund charges, hook-up charges and the like.

Labor and Materials: Contractor shall pay for all necessary labor and materials used in the construction of the project. No waiver of release of a construction lien given by Contractor shall be binding until all payments, due to Contractor when the release was executed, have actually been made.

Fixed-fee contracts: All of our quoted prices are fixed for only 30 days from the date of quote. If you have not signed the contract and approved shipment of materials within the 30-day period, we do have the option of raising the price of the contract due to unforeseen economic conditions. We may only be able to hold labor prices for up to an additional 30 days. If the project is delayed beyond these conditions, the cost of the fixed-fee contract is subject to change with a negotiated revised price.

Time and material contracts: Our standard labor rate and our materials' markup are subject to change with a 30-day written notice.

Budgets: All of our quotes for budgets are strictly budgets and are not quoted for a fixed-fee contract for more than 30 days. See the fixed-fee contract statement above.

Conflict Between Construction Contract, Plans, Specifications, And Scope Of Work: These three documents are intended to supplement each other. However, in case of conflict, the scope of work shall control over the plans, which shall control over the specifications, and the terms of the Construction Contract shall control over both.

Additional Work: In case of any modifications or additions to the work covered by this contract, whether Owner, a Public Body, or Inspector directs it, the cost shall be added to the contract price. This added cost consists of the cost of added subcontracts, labor and materials, plus 18% for overhead and profit. Contractor is entitled to be paid for additional work whether reduced to writing or not. Owner shall also pay for additional work incurred because of unusual, unanticipated or concealed conditions, such as but not limited to dry rot, improper existing structural conditions and other items not known at the time of entering into this contract.

Allowances: If the cost of performing the work covered by an allowance is greater or less than the allowance, then the contract price shall be adjusted accordingly. Contractor shall use his/her own judgment performing the work covered by allowances. However, if an Owner requests that work covered by an allowance be performed in a certain way and the cost exceeds the allowance, Owner shall pay the additional cost in advance.

Delays: Contractor shall not be held liable for any delay in completion of the contract if delay is caused by Acts of God, bad weather, labor trouble, acts of public utilities, bodies or inspectors, extra work or acts of Owner or Owner's agent if the delay is caused by other factors unforeseen and beyond the reasonable control of the Contractor.

Right to Stop Work: Contractor has the right to stop work if any payment is not made to Contractor. The job may be kept idle until all payments due have been received. Additional costs of stopping work, lying idle or re-mobilizing will be billed to the Owner and the Owner will make full payment for delay before work will commence.

Damage to Project: Owner will be responsible for procuring, at Owners own expense, and before the Project is started, fire insurance with course of construction, vandalism, and malicious mischief clauses included. Such insurance shall equal at least the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the Project. Contractor may procure such insurance as Owner's agent and at Owner's expense, but is not required to do so. If the Project is destroyed or damaged by an accident, disaster, or calamity, including fire, flood, storm, landslide, subsidence or earthquake, or by vandalism or theft, the Owner shall pay Contractor for the extra work done in rebuilding or repairing the Project as explained in Additional Work section above. Contractor will not assume liability for any interior damage or consequential damages including but not limited clean up caused by normal operation including dust infiltration, fumes from normal construction process, debris during normal operation and other unforeseen or typical pollutants caused by the construction process. Contractor will not be liable for consequential damages or interior damages, loss of use or other damages during or after the construction period.

Workers Compensation and Liability Insurance: Contractor will maintain in full force and effect, a workers compensation insurance policy and comprehensive liability insurance policy in amounts not less than required by the specifications, or, as noted in the section entitled "Terms Of Sale", and shall furnish certificates of insurance upon request to Owner before commencing work.

Legal Action: Either party against the other can commence no suit or action related to or as a result of the performance of the contract more than two years after the completion of the work under this contract. This limitation applies to all action of any character, whether at law or in equity, and whether sounding in contract, tort, or otherwise. This limitation shall not be extended by any negligent misrepresentation or unintentional concealment, but shall be extended as provided by law for willful fraud, concealment, or misrepresentation.

Arbitration: All controversies between Contractor and Owner arising out of this project and this agreement shall be resolved through mandatory binding arbitration which shall be had in accordance with the rules of the American Arbitration Association existing at the time of the request for arbitration is filed. The arbitrator shall be empowered to decide the controversy and issue a binding award, even if one or more parties declines, neglects, or refuses to participate in the arbitration. Notwithstanding the above, nothing herein shall prevent Contractor from filing a construction lien and foreclosing the same. The parties consent to any arbitration as allowed under this provision to occur in the governing municipality or county.

Attorneys Fees: In the event of arbitration or lawsuit to enforce or interpret this contract, or to foreclose a construction lien, the prevailing party shall be entitled to recover from losing party, the prevailing party's attorneys fees and costs incurred by the prevailing party in that proceeding, and the prevailing party in any appeal therefore shall be entitled to an award of its reasonable attorney's fees and costs incurred on the appeal.

Taxes And Assessments: Owner is responsible for special assessments and taxes of all kinds. No sales tax is included in this contract unless noted.

Notice: Any notice given from one party to the other shall be deemed received when deposited in the US mail using first class prepaid postage, and addressed to the last known address of the other party.

Insolvency: If the Owner makes an assignment for the benefit of creditors or becomes insolvent, the Contractor has the right to cancel this agreement.

Assignment: Contractor is not allowed to assign this agreement or payment due to anyone without the Owner's written consent.

Material Warranty: All materials provided in this contract are subject only to the manufacturers or distributor's guaranty or warranty. Contractor hereby expressly disclaims any material warranties, either express or implied, including but not limited too the implied warranties of merchantability and fitness for a particular purpose Owner further agrees that the liability of the Contractor for installation defects is hereby agreed limited to only the replacement or correction of the installation defect, and the installation thereof, and no other claims or demands may be made upon or allowed against the Contractor including but not limited to claims for damage caused to other parts of the structure due to any defect, or any other incidental or consequential damages caused by the defective installation or the defective material.

Standard Terms for Residential:

We will not be liable for any interior damage or clean up, including damage caused by falling dust or debris.

Price is subject to change due to the volatility of the market.

We will not be liable for any sheet rock cracks or paint peeling due to removal of existing roof. Note: We advise removal of any paintings or mirrors before tear-off.

We exclude costs of testing, verifying results, and changing scope of work based on any hazardous materials.

Home Solicitation Sales Buyer's Right To Cancel: If this agreement was solicited at a residence other than that of the seller and you do not want the goods or services, you may cancel this agreement without any penalty, cancellation fee, or other financial obligation by mailing a notice to the seller. The notice must say that you do not want the goods or services, and must be mailed before 12 midnight of the third business day after you sign this agreement. The notice must be mailed to: Columbia Construction Services, Inc., 18525 SW 126th Place, Tualatin, Oregon 97062-6074. However: you may not cancel if you have requested the seller to provide goods or services without delay because of an emergency, and (1) the seller in good faith makes a substantial beginning of performance of the contract before you give notice of cancellation, and (2) in case of goods, the goods cannot be returned to the seller in substantially as good condition as when received by the buyer.

I have read and understand the above Contract of Service, and agree to the terms as part of any contractual relationship between myself as Owner (or Owner's Representative), and Columbia Construction Services, Inc. as Contractor.

Accepted by owner's representative:

Accepted by Columbia Construction Service, Inc.

Name(Printed)

Vince Hanewinckel

Signature

Signature

Title

Title

Date

Date

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