

AGREEMENT

AGREEMENT FOR YAMHILL COUNTY JAIL H-BLOCK ROOF REPLACEMENT PROJECT (Yamhill County and Washington Roofing Company)

THIS AGREEMENT ("Agreement") is made effective the last date set forth adjacent to the signatures of the parties below between **Yamhill County**, a political subdivision of the State of Oregon (referred to as "Owner" in this Agreement) and **Washington Roofing Company**, an Oregon corporation, located at 1700 SW Hwy 18, McMinnville, Oregon 97128, referred to as "Contractor" in this Agreement) for the project known as Yamhill County Jail - H Block Roof Repair Project (referred to in this Agreement as the "Project").

A. Owner has budgeted funds to perform the Project. Owner conducted a competitive quote process to select a vendor. Contractor was selected and this Agreement is made to specify the mutual obligations of Owner and Contractor for completion of the Project. NOW THEREFORE,

AGREEMENT: In consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Contractor hereby agree as follows:

1. **Scope of work and services; filing of payment and performance bond.** The Contractor will commence and complete the construction of the Project in strict accordance with the Contract Documents, including the Specifications, attached hereto as Exhibit A and incorporated herein by this reference. The Contractor acknowledges receipt of all Contract Documents in existence at the date it executed this Agreement. Contractor represents to Owner that Contractor has made a reasonable inspection of the Project site(s) and is reasonably familiar with the Project site(s) conditions that might affect Contractor's performance of the Project pursuant to this Agreement. Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions. If required, the Contractor will file a suitable payment and performance bond with Owner before Contractor (or any subcontractors of Contractor) commences Project work and services.
2. **Agreement performed at Contractor's expense as Independent Contractor.** The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project as described in the Contract Documents. The Contractor is an independent contractor under this Agreement.
3. **Commencement and completion date.** The Contractor will commence the work and services required by the Contract Documents upon Owner's issuance of a Notice to Proceed and will complete the same by no later than June 1, 2016 unless the Agreement is extended or otherwise modified by written notice or executed Change Order.
4. **Termination.** Owner may terminate this Agreement if the Contractor fails to comply with a material term of this Agreement or for any other reason considered to be in the public interest. In addition, Owner may immediately terminate this Agreement due to a lack of available funding. If this Agreement is terminated, the Owner will pay for all work and services accepted by the Supervisor, as defined in Section 16, prior to termination.

5. **Penalty for failure to meet deadline.** The parties agree that Owner has a substantial interest in the timely completion of the Project and all work and services to be performed under this Agreement in accordance with the agreed upon schedule. However, the parties agree that the damages to be anticipated from the failure of Contractor to complete this Agreement in the specified time are uncertain and difficult to establish. The parties therefore desire to liquidate Owner's damages for Contractor's failure to complete the Project and all work and services on time. The parties therefore agree that the Contractor is liable for and shall pay as liquidated damages to Owner the sum of \$240.00 (equal to Agreement Price times .005) per day for each calendar day to commence on the first calendar day after the required completion date under this Agreement and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.

6. **Compensation.** The Contractor agrees to perform all of the work and services described in the Contract Documents and comply with the terms therein at the rates set forth in Contractor's quote for the maximum not to exceed amount of \$48,000.00 ("Agreement Price") unless the Agreement Price is modified by executed Change Order. Payment shall be made in accordance with Exhibit A following approval of the Supervisor (as defined herein) subject to a 5% retainage. Upon satisfactory completion of Project tasks the Contractor shall notify the Supervisor in writing that Contractor has completed performance under this Agreement and shall request payment of applicable retained amounts. Upon receipt of written notice, Supervisor will review the Project work and services completed to date and if acceptable, Supervisor shall authorize payment of applicable retained amounts.

7. **Incorporation of statutory provisions required for public contracts.** The Contractor certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4). ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference.

8. **Workers' compensation.** The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

9. **Certification of compliance with laws.** The Contractor certifies, under penalty of perjury, that Contractor is not in violation of any federal, state or local tax laws, rules or regulations or any federal, state or local laws, rules, codes or regulations applicable to the Project and that Contractor shall remain in compliance with all such laws, codes, rules and regulations during the entire term of this Agreement.

10. **Certification of reading and understanding of documents.** The Contractor certifies it has read and fully understands all Contract Documents, terms and conditions. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same.

11. **Payment.** The Owner agrees to pay the Contractor in the manner and at such times as set forth herein, unless otherwise modified by written notice or executed Change Order.

12. **Warranty Period.** Where the warranty period is not otherwise stated in the General Conditions, the warranty period is 365 days commencing upon the date Project Acceptance is issued by Owner.

13. **Status of the Project Supervisor.** Jason Mosiman, Yamhill County Jail Captain, is the Project Supervisor (the "Supervisor"). The Supervisor or his designee shall perform technical inspections of work and services and shall have authority to stop the work or services whenever such stoppage shall be necessary to insure proper execution of the Agreement. The Supervisor or his designee may reject all work and materials that do not conform to the Agreement and shall decide questions that arise in the execution of the Project work or services. The Supervisor has authority to reject or accept the Project work or services.

14. **Prohibition of Discrimination.** In hiring employees for performance of work under this Agreement neither Contractor, any subcontractor nor any other person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap or sex discriminate against a person who is qualified and available to perform work or services to which employment relates.

15. **Risk of Loss.** The risk of loss or damage to the subject matter of this Agreement arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the Owner has accepted the work and services as provided in this Agreement.

16. **Indemnification.** Contractor shall indemnify, defend and save harmless Owner from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractors' prosecution of work or services under this Agreement.

17. **Insurance.** Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement:

1. Workers Compensation Insurance in compliance with statutory requirements;
2. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;
3. Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by Owner or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the Project work or services provided under the Agreement.
4. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the services provided under the Agreement;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to Owner. Evidence of such insurance will be furnished to Owner before commencing Project work or services. The certificates of insurance shall indicate (a) the types

of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to Owner.

The Commercial General Liability and Commercial Automobile Liability shall (i) name Owner, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of Owner and that any insurance maintained by Owner is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

18. **Nonwaiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of Owner to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of Owner to thereafter enforce each and every provision.

19. **Contractor's Representation.** Contractor, by entering into this Agreement, represents that its quote for this Project is made without connection with any person, firm or corporation making or refraining from submitting a quote for the same or similar project and was in all respects fair and without collusion or fraud.

20. **Severability.** Should any clause or section of this Agreement be declared by court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

21. **Dispute resolution through mediation and arbitration.** Any dispute between the parties to this Agreement shall be resolved according to the following process:

(a) The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator. If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service in Portland, Oregon. The mediator's charges and expenses shall be borne equally by the parties. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

(b) If the dispute is not resolved in mediation, the parties shall then submit the dispute to binding arbitration. Arbitration shall be conducted in accordance with the rules set forth in the Oregon International Commercial Arbitration and Conciliation Act, ORS 36.450 to 36.558, 2007 replacement part. The decision of the arbitrator shall be final and binding on the parties. The party that does not prevail, as determined by the arbitrator, shall pay the arbitrator's fees and expenses in arbitration. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

22. **Attorney fees and costs.** Except as provided in Section 21(b), in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

23. **Applicable laws.** This Agreement is executed in the State of Oregon and is subject to Oregon law and jurisdiction in Yamhill County.

24. **Subcontractors bound.** Contractor covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement. Any reference to Contractor shall include any and all Subcontractor(s) ad infinitum.

25. **Written changes required.** The rights and duties under this Agreement shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

26. **Successors bound.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

THIS AGREEMENT AND THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOTICE SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

WASHINGTON ROOFING COMPANY

By: 
(signature)
Date: 12/16/2015

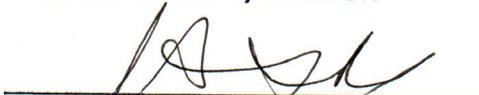
Eric A. Wolff
(printed name)

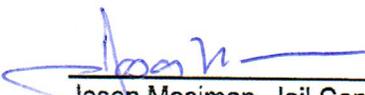
Title: President

Fed. Tax I.D. No: 91-1813040

Contractor
Registration No: 55201

YAMHILL COUNTY, OREGON


Mary Starrett, Vice-Chair
Date: 12.21.15


Jason Mosiman, Jail Captain
Yamhill County Sheriff's Office
Date: 12/24/15

APPROVED AS TO FORM

By: 
CHRISTIAN BOENISCH.
County Counsel

Accepted by Yamhill County
Board of Commissioners on
11.5.15 by Board Order
15-456



Washington Roofing Company
 1700 SW Hwy 18 • McMinnville OR 97128
 Phone 503.472.ROOF • Fax 503.472.3394
 Licensed & Bonded, CCB#55201
 wrc@onlinemac.com

CONTRACT

Proposal & Acceptance
 October 26, 2015
 Bid # C05-15-114 Revised

Yamhill County, State of Oregon
 535 NE 5th St.
 McMinnville, OR 97128

Jason Mosiman / Sheriff Tim Svenson
 503-434-7418 / 503-434-7507
 mosimanj@co.yamhill.or.us / sheriff@co.yamhill.or.us

RE: Yamhill County Jail - 535 NE 5th St McMinnville, OR

- Deposit
- 2 Year Workmanship Warranty
- We are not responsible for interior debris or movement of interior items
- Repairs done at \$85.00 per man hour, plus material
- Not responsible for satellite/antenna alignment or tuning

INSTALL:

Install Duro-Last Single Ply Membrane, Mechanically Attached or Fully Adhered per Manufacturer's Specifications
 Install Manufacturer's Approved Slip Sheet per specification as necessary
 Install per Manufacturer's Specifications: Drains, Term Bar, Vents, Fasteners, Caulking, Various Size Stacks and Curbs as necessary
20-year Manufacturer's Non-Prorated Material and Labor Warranty

INVESTMENT:

2015 Roof Installation and Repair Budget (See attached)

Commercial Grade Duro-Last Single Ply PVC Membrane Roof System

\$ 39,311.00
 (Building permits at cost)

Scope of work to include:

- Lift time necessary to perform roof system assembly
- Go over existing roof system
- Remove all abandoned protrusions with deck repair
- Prep deck to receive new roof system
- Maintain existing fire rating
- Install roof system to meet wind uplift conditions for location and building height
- Proper tie into perimeters
- Provide custom raised curbs with counter flashings at all elevated curbs
- Properly flash all rooftop protrusions per manufacturer's specifications
- Rebuild pitch pockets for multiple protrusions at one location, includes self-leveling pitch pocket filler
- Cut back roof line as necessary
- Install new perimeter termination
- Wrap roof system to exterior perimeter of parapets
- Encapsulate elevated curbs with tops as necessary
- Install removable reglet metal counter flashings at parapet wall caps and mechanical equipment as necessary
- Proper tie into existing drainage system and adjacent roof systems as necessary
- Install leaf strainers at drainages
- Install walk pads or install 1/2" walk pad shims at mechanical equipment and roof entry access points as necessary

Saturated Deck Demolition and Replacement

\$ 8.50 per sq. ft.

Scope of work to include:

- Lift time necessary to complete demolition
- Complete demolition and disposal of existing roof system

General Notes:

- Maintain an OSHA compliant worksite
- Operations to be maintained during course of installation
- Sidewalk or pedestrian right of way closures by others or at cost, not included in proposed price
- Proper access to jobsite must be provided
- Protect surrounding property and landscaping throughout duration of project with complete cleanup of jobsite
- Provide our own power, sanitation facilities for work crew and necessary equipment to complete project
- Pull test will be conducted to ensure proper substrate holding strength
- Not responsible for leakage above or behind roof termination at adjacent building(s) with elevated side walls
- Estimated job completion rate: 3-5 days +/-

WE PROPOSE all material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders and/or verbal consent. This will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays that are beyond our control. The Owner is to carry fire, tornado and other necessary insurance. WRC workers are fully covered by Worker's Compensation Insurance.

Please list bid choice(s) and corresponding price..... Dollars (\$ _____).

Payment to be made as follows: ONE HALF OF BID AMOUNT REQUIRED DOWN AT SIGNING OF CONTRACT, BALANCE DUE UPON COMPLETION OF THE JOB.

Any account not paid in full within 30 days of completion of work and/or billing will be charged a late charge of 1 1/2% per month (18% per annum) from date of completion of work and/or billing until paid.

ACCEPTED 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 acceptance: 11-5-15

By: [Signature]

Respectfully submitted,
 WASHINGTON ROOFING COMPANY

By: [Signature]

This contract may be withdrawn by us if not accepted within 15 days. Washington Roofing Company is entitled to recover its reasonable attorney fees and collection costs incurred in enforcing this agreement, even though no lawsuit is filed. If a lawsuit is filed, the court, including any appellate court, shall set the amount of attorney fees. Upon acceptance of this contract, your signature will acknowledge

CONSUMER NOTIFICATION

You can do more to protect yourself before hiring a contractor than the CCB can do to help you after problems have developed. Here are some suggestions to prevent problems on construction projects.

Choose a registered contractor

Check if your contractor is registered with the CCB. Call during regular business hours at 503.378.4621 ext. 4900 with the contractor's registration number or phone number.

Registration means the contractor has a surety bond and liability and property insurance. Registration does not mean a guarantee of the contractor's work.

Check the contractor's registration category. Each category has different surety bond liability insurance requirements for new contractors:

- General Contractor-All Structures (\$15,000 bond, \$500,000 insurance)
- General Contractor-Residential-only (\$15,000 bond, \$500,000 insurance)
- Specialty Contractor-All Structures (\$10,000 bond, \$500,000 insurance)
- Specialty Contractor-Residential-only (\$10,000 bond, \$300,000 insurance)
- Limited Contractor-(\$5,000 bond, \$100,000 insurance)
- Consultant (\$10,000 bond, \$300,000 insurance)

Check out your contractor

ASK FOR AND CHECK OUT REFERENCES

DON'T AUTOMATICALLY ACCEPT THE LOWEST BID

GET EDUCATED. Request a free brochure called, "16 ways to avoid repair, remodeling, construction and landscaping problems." Use the phone number or the web address below.

BE SMART DURING YOUR PROJECT

Take your time and plan the project.

Read your lien notice. The business you contract with is required by law to give you a document called "Information Notice to Owner about Construction Liens" if the contract price is more than \$1,000. You can get a free copy by contacting the CCB by phone or at the web address below.
Do not pay the full cost of the job in cash before the work begins.

Have a signed, written contract before the work is started or you pay any money. Only sign a contract when you understand all the terms.

Make changes to the original contract in writing, including any differences in cost and extensions of completion dates.

Keep good written records. Keep receipts, change orders, a phone conversation log, etc.

If you have a complaint

Contact the CCB (use the phone number or the web address below). If you have questions about filing a claim call, 503.378.4621 ext 4910. You can file a claim against a registered contractor within one year of the work being substantially completed.

Owner's Duty to Notify Contractor Prior to Court Action or Arbitration

Oregon Law contains important requirements you must follow before you may start a court action or arbitration against any contractor, subcontractor or supplier (materials or equipment) for construction defects.

Before you commence a court action or arbitration, you must do the following:

1. Deliver a written notice of any conditions you allege are defective to the contractor, subcontractor or supplier you believe is responsible for the alleged defect.
2. Provide the contractor, subcontractor or supplier the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made by the contractor, subcontractor or supplier.

There are strict deadlines and procedures that must be followed under Oregon Law. Failure to meet those deadlines or follow those procedures will affect your ability to commence arbitration or a court action. You should contact an attorney for information on deadlines and procedures required under Oregon law.

Your contractor is supplying this notice to you to fulfill the requirements of SB 909 enacted by 2003 Oregon Legislature.

Information in this brochure is not legal advice. For legal advice, consult with an attorney.

Construction Contractors Board
PO Box 14140, 700 Summer St NE, Suite 300
Salem OR 97309-5052
Fax 503.373.2007 www.oregon.gov/ccb

B.O. 15-454



Yamhill County Sheriff's Office

535 NE 5th Street, Room 143, McMinnville, Oregon 97128-4595

Business Office: (503) 434-7506 • Fax: (503) 472-5330

Jail: (503) 434-7507 Jail Fax: (503) 434-7534 Email: sheriff@co.yamhill.or.us

MEMO

Sheriff Tim Svenson

Date: October 28, 2015

To: BOC, Laura Tschabold, Chuck Vesper

Cc: Sheriff Svenson

From: Captain Mosiman *me*

Re: Acceptance of Washington Roofing Contract for H-block Roof Repair

Item #3 on the 2015-2016 Jail Capital Improvement Projects List is the replacement of the H-block roof. This roof has been leaking for the past several years.

At the suggestion of Facility Manager Joe Moore, core samples were taken from the roof indicating that a portion of the underlying insulation was damaged and in need of replacement in addition to the outer membrane. Based upon the core samples we believe the damage and need for replacement to the underlying portion to be under 1000 square feet.

On October 5, 2015 I sent a request for quotes to six companies qualified to install the type of membrane roofing needed for the roof above H-block. The request included the map showing the condition the underlying core samples were found to be in as well as specifications that should be met or exceeded in the installation of the roof. In the request for quotes we asked that the quote include an amount for the replacement membrane roof and a separate amount per square foot for the patch work needed to replace the damaged sections. Quotes were requested no later than October 26, 2015.

Washington Roofing was the only company to provide a quote which is attached:

PVC Membrane Roof System	\$39,311
Square foot cost to replace underlying damage	\$8.50 per square foot

If approved I anticipate this project will be completed in late December or early January and take approximately one week.

I am requesting acceptance of the proposal from Washington Roofing. Once approved and signed please return one of the original contracts for me to return to Washington Roofing.

Accepted by Yamhill County
Board of Commissioners on

11.5.15 by Board Order

15-456



Washington Roofing Company

1700 SW Hwy 18 • McMinnville OR 97128
Phone 503.472.ROOF • Fax 503.472.3394
Licensed & Bonded, CCB#55201
wrc@onlinemac.com

CONTRACT

Proposal & Acceptance
October 26, 2015
Bid # C05-15-114 Revised

Yamhill County, State of Oregon
535 NE 5th St.
McMinnville, OR 97128

Jason Mosiman / Sheriff Tim Svenson
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RE: Yamhill County Jail - 535 NE 5th St McMinnville, OR

- Deposit
- 2 Year Workmanship Warranty
- We are not responsible for interior debris or movement of interior items
- Repairs done at \$85.00 per man hour, plus material
- Not responsible for satellite/antenna alignment or tuning

INSTALL:

Install Duro-Last Single Ply Membrane, Mechanically Attached or Fully Adhered per Manufacturer's Specifications
Install Manufacturer's Approved Slip Sheet per specification as necessary
Install per Manufacturer's Specifications: Drains, Term Bar, Vents, Fasteners, Caulking, Various Size Stacks and Curbs as necessary
20-year Manufacturer's Non-Prorated Material and Labor Warranty

INVESTMENT: 2015 Roof Installation and Repair Budget (See attached)

Commercial Grade Duro-Last Single Ply PVC Membrane Roof System **\$ 39,311.00**
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- Maintain existing fire rating
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General Notes:

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- Proper access to jobsite must be provided
- Protect surrounding property and landscaping throughout duration of project with complete cleanup of jobsite
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- Pull test will be conducted to ensure proper substrate holding strength
- Not responsible for leakage above or behind roof termination at adjacent building(s) with elevated side walls
- Estimated job completion rate: 3-5 days +/-

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ACCEPTED 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 acceptance: 11-5-15

By: [Signature]

B.O. 15-4510

Respectfully submitted,
WASHINGTON ROOFING COMPANY

By: [Signature]
This contract may be withdrawn by us if not accepted within 15 days. Washington Roofing Company is entitled to recover its reasonable attorney fees and collection costs incurred in enforcing this agreement, even though no lawsuit is filed. If a lawsuit is filed, the court, including any appellate court, shall set the amount of attorney fees.

Upon acceptance of this contract, your signature will acknowledge receipt of your "Information Notice" & "Consumer Notification"

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Keep good written records. Keep receipts, change orders, a phone conversation log, etc.

If you have a complaint

Contact the CCB (use the phone number or the web address below). If you have questions about filing a claim call, 503.378.4621 ext 4910. You can file a claim against a registered contractor within one year of the work being substantially completed.

Owner's Duty to Notify Contractor Prior to Court Action or Arbitration

Oregon Law contains important requirements you must follow before you may start a court action or arbitration against any contractor, subcontractor or supplier (materials or equipment) for construction defects.

Before you commence a court action or arbitration, you must do the following:

1. Deliver a written notice of any conditions you allege are defective to the contractor, subcontractor or supplier you believe is responsible for the alleged defect.
2. Provide the contractor, subcontractor or supplier the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made by the contractor, subcontractor or supplier.

There are strict deadlines and procedures that must be followed under Oregon Law. Failure to meet those deadlines or follow those procedures will affect your ability to commence arbitration or a court action. You should contact an attorney for information on deadlines and procedures required under Oregon law.

Your contractor is supplying this notice to you to fulfill the requirements of SB 909 enacted by 2003 Oregon Legislature.

Information in this brochure is not legal advice. For legal advice, consult with an attorney.

Construction Contractors Board
PO Box 14140, 700 Summer St NE, Suite 300
Salem OR 97309-5052
Fax 503.373.2007 www.oregon.gov/ccb

From: Christian Boenisch
Sent: Thursday, November 05, 2015 9:13 AM
To: Jason Mosiman
Cc: Tim Svenson; Laura Tschabold; Chuck Vesper; Lucy Flores Mendez; Desiree Lundeen
Subject: RE: request for roofing contract acceptance

Jason,

As we discussed this morning, I've taken a look at the documents you sent over and have the following comments:

It appears that the total cost is estimated to be approximately \$48,000.00 (\$39,311 for the membrane and \$8.50 for up to 1000 sq. ft. of underlying repair). This amount will need to be closely monitored to ensure that there are limited additional costs. BOLI considers roof replacement to be reconstruction (as opposed to routine maintenance) and if the total cost were to exceed \$50,000.00 then we would be subject to prevailing wage rate and bonding requirements, plus additional reporting fees, etc.

We will keep this on the board agenda for approval this morning, subject to final review and approval by our office. Since this is a construction services agreement for less than \$100,000.00 payment and performance bonds are not required under the statute but we could require them if we so desired. Later today I'll forward you a copy of our standard construction services agreement for review. If Washington Roofing has any questions about the contract documents we can discuss. Once item that I know we will need to ask them for is a certificate of insurance plus accompanying endorsement.

Let me know if you have any other questions.

Thanks,

Christian

Christian F. Boenisch
 Yamhill County
 County Counsel
 (503) 434-7502
boenischc@co.yamhill.or.us

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This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

From: Jason Mosiman
Sent: Wednesday, October 28, 2015 12:11 PM
To: Allen Springer; Mary Starrett; Stan Primozich; Laura Tschabold; Chuck Vesper; Tim Svenson; Christian Boenisch

Cc: Lucy Flores Mendez

Subject: request for roofing contract acceptance

I've placed a copy of the attached memo along with two contracts in interoffice mail to Lucy. Please let me know if you have any additional questions.

Thank you,

Jason Mosiman

Captain

Yamhill County Jail

535 E 5th St.

McMinnville, Or. 97128

Phone (503) 434-7507

Fax (503) 434-7534