

SMALL PUBLIC WORKS AGREEMENT

Contract #:		WO#:	
Contractor:	Professional Quality Roofing, LLC	Department:	Public Works, Water Division
Name:	Fidel Montes	Date:	February 18, 2021
Address:	915 Ike Mooney Rd NE Silverton, OR 97381	Department Contact:	Karl Russel
Contact:	Fidel Montes	Phone:	(509) 427-5970
Phone:	971-218-5244	Fax:	(509) 427-8202
Fax:	503-873-0407	Email:	Karl@ci.stevenson.wa.us
Email:	phil@proqualityroofing.com		

Insurance and Indemnification: The Contractor shall defend, indemnify and hold the City and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage:

Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable);
Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages:

Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.
This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City shall be named as additional insured on said insurance coverage at least as broad as ISO CG 20 10 10 01 in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

Warranties: If within one year after the completion date of the Work, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written order by the City, return and in accordance with the City's instructions, either correct such work, or if such Work has been rejected by the City, remove it from the site and replace it with non-defective and authorized Work, all without cost to the City.

Nondiscrimination: The Contractor shall comply with all applicable federal and state laws, and city ordinances, for equal employment opportunity and nondiscrimination laws.

Gifts: The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

Business License: The Contractor is required to submit proof of a City business license (\$10) within ten (10) days of contract award. Failure to provide proof of a business license may delay payment of invoices.

Prevailing Wages: This contract is subject to prevailing wages according to RCW 39.12.020. Contractor shall file an Intent to Pay Prevailing Wage form and Affidavit of Wages Paid form with L&I and pay for all fees associated with filing the forms. Contractor shall submit the Intent and Affidavit forms, approved by L&I, to the City with payment request. No payment will be issued to the Contractor until the City receives both approved forms. If any work is subcontracted on this project, an approved Intent and Affidavit form must be submitted for each sub-contractor. If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing final payment.

Bonds/Retainage: No Bid Bond is required. Contract Bond is required. For projects with an estimated total cost of less than \$150,000, the contractor may elect to a 10% retainage in lieu of a Contract Bond. Retainage is required.

Industrial Insurance Status: Contractor is responsible for maintaining a current status of their industrial insurance premiums with the Department of Labor and Industries (L&I). Prior to issuing final payment, the City will verify with L&I the status of the contractor's premiums. Under RCW 60.28 the City can withhold and pay the contractor's delinquent premiums from the final payment.

Completion Date:	Total Contract Fixed Price: \$ 36,000 plus tax according to proposal attached as Exhibit A.
	<i>OR</i>
	Not to Exceed Total (Including Tax applying schedule of rates and charges attached as Exhibit A: \$ _____)

Description of Work: According to proposal attached as Exhibit A.

The contractor should send invoices to the following address: 7121 E. Loop Rd., PO Box 371 Stevenson WA 98648. Unless otherwise agreed, payment is net 30 days less retainage.

Note:

The contractor shall not start work until the City orally provides a Notice to Proceed. This agreement shall terminate without cost if a Notice to Proceed is not issued within 60 days. The City will not issue a Notice to Proceed before approved evidence of insurance is received.

<u>Contractor:</u>	<u>City Approval:</u>
_____	_____
(Signature) _____	(Signature) _____
(Date) _____	(Date) _____
Print Name _____	Print Name _____
Approved as to form:	
_____	_____
City Attorney	(Date)

Distribution Account Codes: _____ - _____
Program Object

Exhibit A

PROFESSIONAL



Phone: 503-776-0535

Fax: 503-873-0407

915 Ike Mooney RD NE, Silverton OR 97381

*** Licensed * Bonded * Insured**

CCB # 182097 WA: PROFEQR869J8

Phil@proqualityroofing.com

Stevenson water treatment plant Roof PROPOSAL

To: Karl Russel- City of Stevenson

Job Location: water treatment plant on NW Ruellen rd Stevenson, WA 98648

Date: 11-02-20

Phone: 509-427-5970

email: Karl@ci.stevenson.wa.us

SPECIFICATIONS AS FOLLOWS:

1. Clean and prep existing metal roof for new Duo-Tuff 50 mil single-ply membrane roof.
2. Remove and dispose of existing fiberglass roof panels. Replace with plywood and built out curb for new fixed skylights at existing locations.
3. Furnish and install flute filler to create even surface.
4. Furnish and mechanically install 1" poly ISO board over the deck per manufactures specifications.
5. Furnish and mechanically install per manufacturers specifications a charcoal grey 50 mil Duro-Last single ply membrane roofing system. This includes any and all Duro-Last accessories for a complete Duro-Last installation .
6. Furnish and install a two (2) piece 24 Ga. Snap on Compression edge flashing by Exceptional metals according to specs. This is to be installed per Duro-Last roofing specifications around the perimeter of building. Color to be chosen by owner from available Exceptional Metals colors.
7. Furnish and install drip edge at gutter locations, this also includes the removal and disposal of existing gutters and replacement with new gutters.
6. All work will be done according to Duro-Last roofing specifications to obtain a 15-Year NDL warranty.

INVESTMENT: \$ 36,000.00



GENERAL TERMS

100% of the work is guaranteed as specified above. All work completed in a professional manner according to industry approved regulations and practices. Alterations from specifications above will only be made upon owner request and notification prior to start of the project. The owner is responsible to carry fire, tornado, and any other necessary insurance. All of our employees are fully covered by Workers Compensation Insurance in according to WA & OR Laws. This contract may not be transferred to another party without expressed written consent of Professional Quality Roofing LLC. We accept no liability for the existence or continued existence of mold and/or mildew conditions.

EXTRA WORK

Extra work such as dry- rot repairs or other unforeseen issues are not included in this contract. All extra work will be charged and billed at job completion. (Material cost plus 20% plus labor at \$ 55 per man-hour.) Dry- rot will be repaired per code. Metal attached to the roof deck or walls will be measured and replaced only as needed. This includes chimneys, step flashings, and skylight flashings, fire-roof-hatches, etc.

Payments Terms

Unless agreed in advance, 50% of contract amount is due upon signing contract. Balance due is 7 days of billing at job completion. A late fee of \$ 100 will be charged if balance due is more than 30 days late. Additional 2% unpaid balance will be charged each month on accounts 30 days of more past due.

Signed: _____ Date:

Fidel Montes
President, Professional Quality Roofing LLC

Acceptance of proposal

The Above prices, specifications, and conditions are satisfactory and hereby accepted. By signing below, I authorize Professional Quality Roofing LLC to proceed as specified. Payments will be made as outlined: Owner acknowledges receipt of "Information Notice to Owner about Construction Liens," as required of all contractors by state law. Owner agrees to settle any disputes between the parties by arbitration.

Signed: _____ Date

Owner

**DURO-LAST®
SUPREME**

15-Year NDL Warranty

Warranty No. _____

I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”) grants this No-Dollar Limit (“NDL”) Warranty to the owner (“Owner”) of a building containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last authorized Dealer/Contractor (“Contractor”), subject to the conditions and limitations contained herein.

Duro-Last’s obligation during the 1st through the 15th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last’s obligation includes, at Duro-Last’s discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A.** Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B.** The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the contractor confirms that the Duro-Last System was installed in accordance with Duro-Last’s specifications and written installation requirements.
- C.** The Owner has notified Duro-Last within 7 days of the discovery of any leak, failure, or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- D.** The Owner allows Duro-Last’s QA Tech Rep(s), and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E.** Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s), or an authorized Contractor makes the repair.

II. LIMITATIONS and EXCLUSIONS

- A.** This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B.** Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C.** Duro-Last is not liable for any Duro-Last System defect or failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
 - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
 - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
 - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D.** Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E.** Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F.** Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G.** This No-Dollar Limit Warranty passes to future Owners of the building for the full 15 years hereof.
- H.** This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
- I.** This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- J.** No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K.** Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

OVER: CONTINUED ON BACK

2-Piece Snap-On Compression

Description:

The 2-Piece Snap-On Compression system may be used as a perimeter flashing for single-ply roofing systems. The system consists of a 24-gauge Galvalume® base and a snap-on metal cover.

- Base and cover is fabricated in 10' lengths; 3" – 8" widths.
- Cover is double-hemmed to prevent roof material from excessive wear.
- Ready-to-assemble inside and outside corners are available in flat face.
- Both sizes available in flat face profiles.

Energy Efficiency:

LEED® and ENERGY STAR® compliant.

Installation:

1. A wood nailer is required if 1" or greater of insulation is used.
2. This nailer should be attached to the wall in accordance with ANSI/SPRI ES-1 3.9.
3. Install in accordance with EXCEPTIONAL® Metals Detail #3110.
4. Any deviation from the requirements set forth in detail drawings must be pre-approved, in writing, by the EXCEPTIONAL Metals Technical Department.

Codes and Standards:

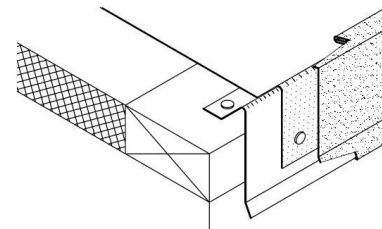
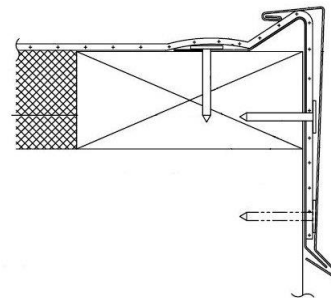
- ANSI/SPRI ES-1 Compliant with 3" – 8" base and cover.
- Meets TAS 111-95 Test with 4" and 6".
- FM Approval on 4" and 6".

Warranty:

EXCEPTIONAL Metals offers a finish and substrate warranty. Contact the membrane manufacturer for any additional warranty that may be offered.

Technical Services:

Product samples, detail sheets, color chips, and color chart are available for your submittal package. For assistance with questions or submittals, contact your local representative or call EXCEPTIONAL Metals.



Material	Gauge	Finish
Aluminum	.040	Mill or Kynar®
Stainless Steel	24-gauge	N/A
Bonderized Steel	24-gauge	N/A
Galvalume®	24-gauge	Mill or Kynar®
Copper	16 oz.	Mill

DURO-GUARD® ISO II

FLAT AND TAPERED PANELS

Description:

Duro-Guard® ISO II is a closed-cell polyisocyanurate foam core insulation board with an integrally laminated, fiber-reinforced facer which is compatible with Duro-Last® roof membranes.

- Available in both flat and tapered panels in order to meet thermal insulation needs as well as provide slope for proper roof drainage.
- Manufactured with a blowing agent that has zero ozone depletion potential (ODP) and virtually no global warming potential (GWP).
- Approved for direct application to steel and other deck types.
- Available in two grades of compressive strength per ASTM C 1289:
 - Type II, Class 1, Grade 2 (20 psi).
 - Type II, Class 1, Grade 3 (25 psi).
- Refer to Table 3 for physical properties.

Recommended Uses:

- Mechanically attached Duro-Last roof systems.
- Adhered/Fully Bonded Duro-Last roof systems.
- Duro-Bond® roof systems.
- Metal retrofit roof systems.

Underwriters Laboratories, Inc. Classifications:

- UL 1256.
- Insulated Metal Deck Constructions:
 - No. 120, 123, 292.
- UL 790.
- UL 263 Hourly Rated P Series Roof Assemblies.
- UL Classified for use in Canada.

Factory Mutual Approvals:

- FM 4450, FM 4470.
- Approved for Class 1 insulated steel, wood, concrete and gypsum roof deck construction.
- Refer to FM Approval's RoofNav for details on FM Approved systems (www.roofnav.com).

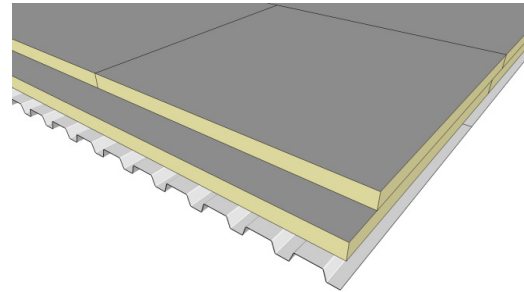


Figure 1. Duro-Guard ISO II Flat On Steel Deck

Flat Panels:

- Available sizes:
 - 4 ft. x 4 ft.
 - 4 ft. x 8 ft.
 - Thicknesses: 1 to 4 inches.
- Refer to Table 2 for R-value and flute spanability.

Tapered Panels:

- Available sizes:
 - 4 ft. x 4 ft.
 - Thicknesses: ½ to 4-½ inches.
- Precut miters and crickets are also available.
- Taper designs and shop drawings available.

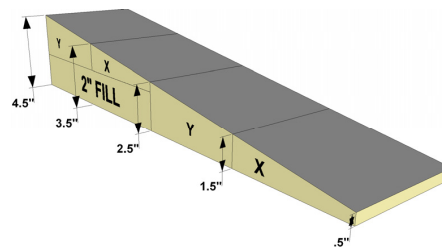


Figure 2. Duro-Guard ISO II Taper

TABLE 1. TYPICAL TAPER PANEL DIMENSIONS					
ID	SLOPE*		SIZE	MIN	MAX
Q	½" per ft.	4%	4 ft. x 4 ft.	½"	2-½"
QQ	½" per ft.	4%	4 ft. x 4 ft.	2-½"	4-½"
X	¼" per ft.	2%	4 ft. x 4 ft.	½"	1-½"
Y	¼" per ft.	2%	4 ft. x 4 ft.	1-½"	2-½"
Z	¼" per ft.	2%	4 ft. x 4 ft.	2-½"	3-½"
G	¼" per ft.	2%	4 ft. x 4 ft.	1"	2"
H	¼" per ft.	2%	4 ft. x 4 ft.	2"	3"
AA	⅛" per ft.	1%	4 ft. x 4 ft.	½"	1"
A	⅛" per ft.	1%	4 ft. x 4 ft.	1"	1-½"
B	⅛" per ft.	1%	4 ft. x 4 ft.	1-½"	2"
C	⅛" per ft.	1%	4 ft. x 4 ft.	2"	2-½"

* Contact Duro-Last for additional slope options.

DURO-TUFF® 50-MIL MEMBRANE

Advantages:

Duro-Last® Duro-Tuff® 50-Mil (DT50) membrane is an excellent choice for low-slope roof projects requiring a long lasting, energy efficient roofing membrane. A complete line of custom prefabricated accessories is available for the DT50 membrane.

Description:

Duro-Tuff membrane incorporates a weft-inserted, knitted scrim within PVC films to provide exceptional strength and waterproofing.

Duro-Tuff membranes must not be used with Duro-Last EV membranes.

PVC Film - Proprietary thermoplastic PVC formulation of resins, plasticizers, stabilizers, biocides, flame retardants, and U.V. absorbents.

- PVC film above weft-inserted scrim – 26 mil

Weft-Inserted Scrim - An 18 x 9 polyester fabric construction with weft insertion, composed of 840 x 1000 denier threads, provides superior tear and puncture resistance. The polyester thread is treated to prevent wicking.

Total Thickness – 50 mil, nominal.

Weight – 0.28 lb. per square foot.

Color – Top surface: white. Bottom surface: light gray.

R-Value – 0.1 ft²·°F·hr/Btu.

Packaging – DT50 is supplied in the roll sizes shown below. A full pallet contains ten rolls.

Roll Dimensions:

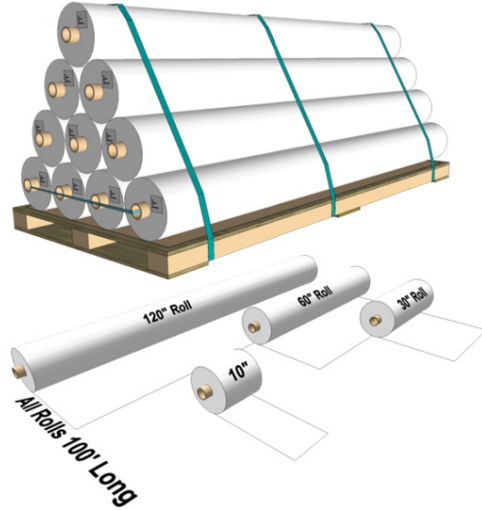
Dimensions	Estimated Coverage		Roll Weight
	6" Overlap ¹	4" Overlap ²	
120 in. x 100 ft.	950 sq. ft.	967 sq. ft.	280 lb.
60 in. x 100 ft.	450 sq. ft.	467 sq. ft.	140 lb.
30 in. x 100 ft.	200 sq. ft.	217 sq. ft.	70 lb.
10 in. x 100 ft.	Stripping		24 lb.

¹ 6-inch overlap and use of Duro-Last Poly or Cleat Plates

² 4-inch overlap and use of Duro-Last Oval Metal Plates

Overlap Line – A blue line, 6 inches from one edge of the sheet, is factory applied to the top of the sheet to assist in maintaining proper overlap between sheets.

Seam Plate and Fastener Placement Guides – “X”s are placed at 6-inch intervals along one edge of the sheet to assist in maintaining proper spacing between fasteners. Install fasteners so that the outside edge of the seam plate is flush with the edge of the sheet.



“T-Lap” Patches – A patch, with rounded corners, is required at all lap areas where 3 or more layers of membrane intersect (“T-Lap”). The minimum size of the patch is 4 x 4 inches or 4-inch diameter. Patches can be made of either DT or DL membrane of any thickness. Refer to Detail Drawing DT1066.

Energy Efficiency:

White DT50 membrane is an excellent product for complying with California Title 24 and other energy efficiency programs requiring the use of a highly reflective roof membrane.

Cool Roof Rating Council (CRRC)¹

	Solar Reflectance		Thermal Emittance		Solar Reflective Index (SRI)	
	Initial	3-yr	Initial	3-yr	Initial	3-yr
White	0.85	0.73	0.89	0.88	108	90

¹ Duro-Last’s CRRC Product ID: 0610.

Warranty:

The following warranties are available for projects utilizing DT50 membrane. Contact Duro-Last for warranty details. **Consequential damage coverage is not available for Duro-Tuff installations.**

Available Warranties		
Supreme	Not applicable for this product	
Ultra	15-YR High Wind	20-YR High Wind
Basic	15-YR NDL	20-YR NDL
Residential	15-YR Material Only	20-YR Material Only