



## URA RESOLUTION 2015-002

### APPROVING A FAÇADE GRANT FOR SHERWOOD MIDDAY LODGE #164 22536 SW WASHINGTON STREET

**WHEREAS**, the Urban Renewal District created a Façade Grant Program by URA Resolution 2014-009 in October 2014.

**WHEREAS**, Brian Bukin, Michael Thompson and Jon Rievley, have made an application as shown in Exhibit A, attached to this resolution; and

**WHEREAS**, the Sherwood Urban Renewal staff has reviewed the application and has recommended approval as noted in the staff report; and

**WHEREAS**, the Sherwood planning staff has reviewed the application and notes that depending on the type of materials used a land use alteration application may be required.

### **NOW, THEREFORE, THE URBAN RENEWAL AGENCY BOARD RESOLVES AS FOLLOWS:**

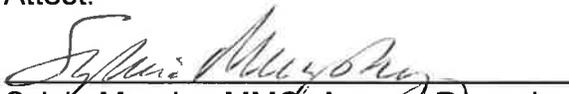
**Section 1.** The Agency Administrator is authorized to grant up to 50% of the project but no more than \$15,000 in accordance to the terms and conditions to the façade grant program subject to planning approval of a land use alteration if required.

**Section 2.** This Resolution shall be in effect upon its approval and adoption.

**Duly passed by the City of Sherwood Urban Renewal Agency this 2<sup>nd</sup> day of June 2015.**

  
Krisanna Clark, Board Chair

Attest:

  
Sylvia Murphy, MMC, Agency Recorder



Old Town Facade Program Grant Application

Date of Application: 04/21/15 SURPAC Review Date: \_\_\_\_\_

**Business Information**

SHERWOOD MIDDAY LODGE #164  
Name of Business

22536 SW WASHINGTON ST SHERWOOD OREGON  
Physical Business Address

Mailing Address (if different from physical address)

503-701-3478  
Business Phone Business Fax Web site

ERIAN BUKIN (MASTER) MICHAEL ~~MARR~~ THOMPSON (SECRETARY)  
Business Owner(s) Name(s)

22536 SW WASHINGTON ST SHERWOOD 503-701-3478  
Address of Property to be Improved Phone

JOHN RIEVLEY 503-516-7729 ERIEVLEY@YAHOO.COM  
Application being submitted by Phone E-mail

**Project Information**

Please describe scope of project. Attach quote, photos or other information as appropriate. (Please attach additional sheets as required).

REPLACE WINDOWS, ~~AND~~ REPAIR STUCCO, AND PAINT THE SOUTH EAST WALL OF THE BUILDING IN THE ALLEY. WINDOWS WILL BE BLACK FINISH VINYL ~~W/~~ FRAMES.

Est. Project Start Date: 07/01/15 Est. Project Completion Date: 09/01/15

**Budget**

Total Project Cost: \$ 34,084.00  
Dollar Amount Requested: \$ 15,000.00  
(Please see attached Guidelines)

**Authorization**

\_\_\_\_\_  
UR District Manager District Board President Date Awarded



**NW Siding & Windows**  
Northwest Siding Contractors, Inc.  
2015

Price below valid for 60 days from date  
January 20,

Ken Feldman, Project Manager  
PO BOX 2359  
Wilsonville, OR 97070  
Phone (503) 925-8700 Fax (503) 925-0750  
[nwsiding@nwsiding.com](mailto:nwsiding@nwsiding.com)

**Prepared for**

Bill Middleton  
22536 SW Washington St.  
Sherwood, OR 97140  
503-816-0549  
[Wmiddleton70@yahoo.com](mailto:Wmiddleton70@yahoo.com)

Thank you for the opportunity to provide you with a window replacement proposal for the houses listed above. As you will notice, we have priced the project at:

**Energy efficient Milgard StyleLine Black&White Vinyl Windows with Low-E Glass**  
**Installed using the most current water proofing standards for the Pacific Northwest**

\$7,950.00 to replace nine (9) windows of the Masonic Lodge building using Milgard StyleLine White interior finish and black exterior finish vinyl windows.

**Price Includes**

- Remove and disposal of old windows
- Install new windows in existing frame
- Install Vycor 6" waterproof sealant membrane to all windows
- Install new Preprimed 5/4x6 cedar window trim around the new windows.
- Spray prime of all cut trim edges before installation
- Install metal flashing (z-metal) above all window trim
- Sonolastic caulk will be applied to each window
- Provide trailer for debris and disposal
- Windows to all meet Energy Trust Rebate Requirements .30 U value or less

**Interior work; trim, painting, and caulking are not included. Dry rot repair is not included in the above prices. Dry rot is billed at \$65.00 per man-hour plus materials.**  
**Above price(s) reflect a 3% cash discount price**

## The Process

1. Removal of existing windows/doors to be replaced.  
Cut back existing exterior siding as required  
Cut back interior trim as required.
2. Immediate clean up and disposal of replaced windows/doors.
3. Install water proof sealant system.
4. Install new windows industry standard specifications. (AAMA Standards)  
Install new exterior trim as required  
Note: painting or staining of new exterior or interior trim is not included
5. Upon completion of the job, new windows/doors and work areas will be cleaned.

The entire process should take from 3 to 12 working days depending on the number of windows/doors to be replaced.

New window/door product will be delivered to the job site 1 to 3 days prior to the job's start date. A garage or covered area will be required for product protection.

Exterior attachments to windows/doors such as awnings, security bars, shades, planter boxes etc. will require removal by the homeowner at least 1 day prior to the job's start date.

Interior attachments to windows/doors such as blinds, shades, shutters etc. will be required to be removed by the homeowner at least 1 day prior to the job's start date. Any furniture, fixtures etc. that are blocking access to the windows/doors being replaced will need to be moved by the homeowner.

Some security systems that are attached to windows/doors may require the homeowner to arrange service with their security system provider prior to the job start.

Every effort will be made by NW Siding Contractors, Inc. to prevent and minimize damage to surrounding landscape.

Any dry rot discovered during the replacement process will be brought to the homeowner's attention. Any dry rot repairs will be billed at \$65.00 per man hour plus materials and will be approved by the homeowner.

In addition to the manufacturer's warranty, NW Siding Contractors, Inc. will provide a 5 year guarantee on the workmanship provided for the project.

Our payment terms for this project are as follows:

- 50% down at the time of a contract signing
- 50% upon the homeowner's satisfaction of the completed project

Please feel free to call me any time with your questions and thank you for the opportunity to present you with our window/door proposal. I look forward to working with you in the future.

Sincerely,  
Ken Feldman Northwest Siding Contractors, Inc.

CONDITIONS OF PROPOSAL

1. **Contract Work**

NWSC shall execute, or have executed, the work described in the Proposal.

2. **Price of Contract Work**

Owner shall pay NWSC the amount specified in the Proposal according to the terms set out in the Proposal.

3. **Relationship of the Parties**

For purposes of this contract and performance of any work related thereto, NWSC and owner are independent parties negotiating at arms length to further their own economic interests respectively, and this contract represents the agreement reached between the parties. Neither NWSC nor Owner are acting to further the economic interests of the other, nor is it intended they do so.

4. **Warranty**

Workmanship Warranty – NWSC expressly warrants that all work will be completed in a workmanlike manner according to standard practices. NWSC's workmanship warranty is for a period of five years running from the date of substantial completion of the work.

**DISCLAIMER/WAIVER OF ALL WARRANTIES and REMEDIES including NEGLIGENCE**

All warranties other than expressly provided herein are disclaimed by NWSC and waived by owner. These waivers and disclaimers include but are not limited to the implied warranty of habitability, implied warranty of workmanship, implied warranty of fitness for a particular purpose, implied warranty of merchantability, etc. By accepting NWSC's express warranty of workmanship, owner agrees to waive any legal claims, other than express warranty claims, against NWSC, its agents or employees whether breach of contract, breach of implied warranty, negligence or any other claim.

5. **Insurance**

Owner is responsible for maintaining all necessary insurance (i.e., liability, all risk property insurance, fire, covering all risks usual to an all risk policy, etc.) To the extent any damages are covered by insurance, the owner and NWSC waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance.

6. **Limitation of Liability**

NWSC's liability for any claims related to this contract or the work performed pursuant to is limited to the amount of this contract.

7. **Time Period for Asserting Legal Claims**

In the event owner seeks to bring any claims against NWSC related to NWSC's contract work, whether warranty, contract, negligence or other, owner and NWSC agree owner must do so within five years from substantial completion of NWSC's work.

8. **Mediation**

Any claim arising out of or related to Contract shall be subject to mediation as a condition precedent to arbitration. NWSC and owner agree to participate in mediation with other persons and /or entities that are not parties to this contract but that may have some liability for the claim asserted.

9. **Arbitration**

Any claims related out of or related to the Contract shall be subject to binding arbitration in lieu of legal or equitable proceedings by either party. Mediation is a condition precedent to arbitration. NWSC and owner agree to participate in arbitration with other persons and/or entities that are not parties to this contract but that may have some liability for the claim(s) asserted.

10. **Exception to Mediation and/or Arbitration**

In the event there are other parties not subject to the requirement to mediate and/or arbitrate that have possible liability for any portion of any claim subject to mediation and/or arbitration pursuant to the terms of this contract that wont agree to participate in mediation and/or arbitration, owner and NWSC agree to proceed with the claim(s) in the venue (i.e. court action) that allows all possibly liable parties to be joined in one action.

**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 and deadlines and procedures required under Oregon law.

**(Required Notice from the State of Oregon Contractors Board section 2 thru 5 of Senate Bill 909 (2003) )**

**Mold Exclusion Statement**

There are no warranties, expressed or implied involved in this transaction other than those warranties stated herein, NWSC and its officers, shareholders, directors, employees and agents are not responsible for and can not control any claim in any way related to mold or damage caused by mold, moisture or weather. The warranties for any material used by NWSC is provided solely by the manufacturer of such product. NWSC does not provide any independent warranty for the material used. The foregoing is expressly in lieu of all other warranties whatsoever, express, implied or statutory, including the limitation the implied warranties of merchantability and fitness for a particular reason.

The combined maximum liability of Northwest Siding Contractors, Inc. ("NWSC" ) and its officers, shareholders, directors, employees and agents, for any damage, including damage arising in contract, tort, or otherwise, including any claim for negligence, in any way arising out of this contract, including workmanship or materials, shall be the lesser of the actual damages incurred or the amount paid hereunder. NWSC, and its officers, directors, shareholders, employees and agents are expressly released and discharged from any and all liability for any loss, injury, or damage to person or property arising from the performance of the services outlined herein in excess of the amount paid for the work completed under this Agreement. Under no circumstance shall NWSC and/or its officers, directors, shareholders, employees, and agents be liable to any person or entity for any special, indirect or consequential loss or damage is whether or not such loss or damages caused by default, breach of contract or negligence.

If any suit or action is filed by any party to enforce this agreement or otherwise with respect to the subject matter of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the court or courts in which the suit or action including any appeals therein, is tried, heard or decided.

**Lead Based Paint Renovation**

The remodeler shall adhere to the EPA's lead paint renovation rules and be responsible for the quality of workmanship only for the work performed by the Remodeler as specified in the contract. The Owner acknowledges that the Remodeler has not contracted to perform a total lead abatement of the premises in question, and shall not be responsible for any past or future paint disturbing activities performed by the home owner or by any third parties.

The Remodeler shall not be responsible for any lead removal or premises cleaning of dust and debris from any past or future paint disturbing activities performed by the owner or third parties, nor shall the Remodeler be liable for any damages due to the presence of dust, debris or lead arising out of such owner or third party activities, to include but not be limited to property damage, testing expense, loss of use, business interruption, loss of profits, personal injury, mental anguish, wrongful death, or any consequential and/or punitive damages.

The Owner agrees to indemnify and hold the Remodeler harmless from any and all third party claims and expenses, including reasonable attorney's fees and court costs, which result from claims that arise in whole or in part from lead paint disturbing activities performed by the Owner or by any third party.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. By signing the bid below both NWSC (Northwest Siding Contractors) and the homeowner or responsible person for the property hereby agree to accept the terms within and will consider this bid a formal contract. The homeowner or responsible person agrees to pay Northwest Siding Contractors on the terms as outlined above. The Client by signing below does hereby acknowledge the receipt of NWSC's notice of right to lien, Consumer Protection Notice and the lien forms that are required by the state where the property is located.

As noted above I, \_\_\_\_\_ do hereby request that Northwest Siding Contractors complete the work as described above. I agree to the terms of the documents and desire that work begin as soon as possible. I agree to take responsibility for the payment to NWSC for the work that they complete. It is understood that all agreements with NWSC must be in writing, no verbal agreements will be binding on the part of Northwest Siding Contractors.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Spray Masters Painting Inc.

16055 SW Walker Rd. Beaverton, Or. 97006

Office# 503-591-2100 Fax # 503-591-2103

spraymasterspainting@gmail.com

http://spraymasterspainting.com

CCB# 136877

WA# CCSPRAYMP8831LK



## Estimate

Name / Address			
Bill Middleton 22536 Southwest Washington Street Sherwood, Or. 97140 503-816-0549		Project	Date
		EXTERIOR	3/13/2015
		Estimate #	14123
Description			
<p>Thank you for the opportunity to provide this proposal and quotation on the Exterior of: 22536 SW Washington Street Sherwood, Or.. We hereby agree to furnish all labor and all paint material to perform the following work.</p> <p>SCOPE OF WORK: EXTERIOR Apply Krudd Kutter house wash to the stucco wall to remove Mildew and any debris. Remove loose stucco and leave exposed bricks. Spray (2) coats of Sherwin Williams Super Paint Flat. On just the (1) wall that has (9) Windows.</p> <p>All for the sum of: \$2,384.00 25% down after powerwashing. Full Payment to be paid upon the day of completion of job.</p> <p>Note: This proposal may be withdrawn by us if not accepted within 30 days.</p> <p>PREPARATION: Before applying painters finish, all exterior surfaces shall be dry, clean and properly prepared to receive painters finish. Surfaces shall be prepared as necessary to provide and adequate bond between existing surface and new finish.</p> <p>ENDING: Surfaces not to be painted and adjacent areas etc. shall be properly covered and protected at all time. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted. By signing this estimate I agree to pay in full upon completion and of job.</p> <p>Please sign and return upon acceptance.</p> <p>Authorization Signature _____ Date _____</p>			

We accept Visa/Mastercards All Credit Cards payments are subject to a 2% fee  
Discount of 5% when paying cash. (No discount on checks).  
One discount per home

FRED SHEARER  
& SONS, INC.  
CONTRACTOR  
Established 1916

March 20, 2015

Re: Sherwood Midday Lodge Stucco Proposal

Scott,

We are submitting a quote of \$23,750.00 for the restoration of the stucco on the alley way wall. Our proposal includes the following.

- Complete scaffolding for work area.
- Survey and removal of loose plaster material.
- Pressure washing substrate.
- Bond and patch back of removed material.
- Refinishing of entire wall (~87'x26') with a standard cement sand finish.

As discussed yesterday the appearance of the wall has deteriorated over time in part due to water intrusion. To ensure the long term performance of the restored stucco system at a minimum the following items would need to be addressed.

- Inspection and waterproofing of the window openings.
- Inspection and installation of new parapet cap flashing including additional flashing at existing chimney and roof / parapet interface details/flashing.
- Removal and disposal of existing paint to ensure a good bond of new material.
- Caulk joint at base of wall.

Exclusions

- Flashing or caulking.
- Removal of existing paint.
- Existing material environmental report and or removal or disposal of any hazardous materials.
- Any street / sidewalk closure permits. Our scaffolding would be in place for ~ 2 weeks.
- Painting.
- Installation of new windows / flashing.
- Permits, engineering, or shop drawings.

Thank you for the opportunity to quote this work. Let me know if you have any questions.

Thanks,

John Park  
Fred Shearer & Sons  
503 520-9991  
971 235-9105