

Memorandum

Date: May 15, 2014
To: Historic Review Board
From: Sara Javoronok
Subject: Additional Historic Resources Rehabilitation Grant

Background

The City and Historic Review Board received Certified Local Government (CLG) funding for a Historic Resources Rehabilitation Grant program. With the local match, there was a total of \$6,500 available, with some funding set aside for staff review and program administration. The HRB awarded two grants for a total of \$3,487.50 at the October 15, 2013 meeting, and an additional 512.50 at the January meeting. There is \$2,000 remaining.

The “Eligible Projects and Funding Priority” from the guidelines are included below and the three-page guidelines are attached to this report.

First Priority: Projects that restore integrity to the architectural style by removing incompatible features, alterations or additions and/or restoring missing or altered historic features on facades visible from the public right-of-way. Example projects include, but are not limited to, the following: replacing documented missing features such as porch newel posts or balusters, eave brackets, replacing inappropriate windows or doors (aluminum, vinyl, non-wood) with wood windows or doors compatible with the architectural style, removing artificial or inappropriate siding from the house and restoring with appropriate siding.

Second Priority: Projects that remove incompatible features or restore missing or altered historic features on the elevations not visible from the public right-of-way.

Third Priority: Projects that repair or replace in-kind deteriorated historic features that are visible from the public right-of-way or projects that preserve the integrity, safety, and stability of elevations of the building not visible from the right-of-way. Examples of projects include, but are not limited to: decorative features, porch parts, columns, columns, stairs, balusters/handrails, newel posts, porch flooring and porch roofs, windows, doors, siding, foundations, and chimneys.

Discussion

1) 1706 6th Ave., Denise Hoffner

Historic Significance: The residence was constructed c. 1928 and is a Side Gable Bungalow. Its distinguishing features include the gable front porch with tapered columns, and a four light fixed window shed roof dormer on the front. There are brackets on the eaves on both the porch and the side gable of the house. It is a contributing structure in the Willamette Falls Neighborhood Historic District.

Project Costs: \$7,353

Grant Request: \$2,000

General Project Description: The proposal is for third priority elements. The applicant is proposing to remove siding, repair any rot as needed, and install new cedar shingles.

Secretary of the Interior's Standards: The historic character of the property will be preserved. The deteriorated features will be repaired and replaced as needed. The proposal meets the Secretary of the Interior's Standards.

Project Timeline: The applicant states that it will be complete by the end of July 2014.

SHPO Comments and Recommendation: SHPO recommends approval with the conditions that there shall not be finger-jointed wood on the exterior, the new cedar shingles shall be in the same pattern as the rest of the house, the wood trim shall be reinstalled or new as needed, and no windows are replaced.

Applicable CDC Criteria: Section 25.040(A)(4). The applicant is proposing to replace deteriorated elements as needed with the same building material.

Staff Recommendation: Staff finds that the project meets the grant criteria. The proposed project is for third priority elements and would be completed by the end of July 2014.



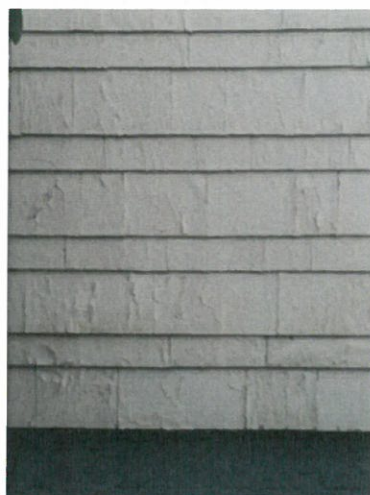
Front elevation



Porch decking



West Siding





West Siding

Recommendation

Staff recommends approving funding for the project submitted.

HISTORIC RESOURCES REHABILITATION GRANT APPLICATION

For Office Use Only

PROJECT NO.	STAFF CONTACT
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Site Location/Address 1706 6 th Ave	Assessor's Map No.
Owner Name: Denise Hoffner	Tax Lot(s) No.
Address: 1706 6 th Ave	Phone: 503-891-4067
City State Zip: West Linn OR 97068	Email: denise.nalie@comcast.net
Applicant Name (if different than owner):	Phone:
Address:	Email:
City State Zip:	

Historic Significance (historic name, architectural style/type, approximate construction date, and defining characteristics):

Project Costs: (Attach at least three contractor's estimates or a list of detailed estimates for materials.)

attached

Grant Request: (Cannot exceed 50% of costs or \$2,000.)

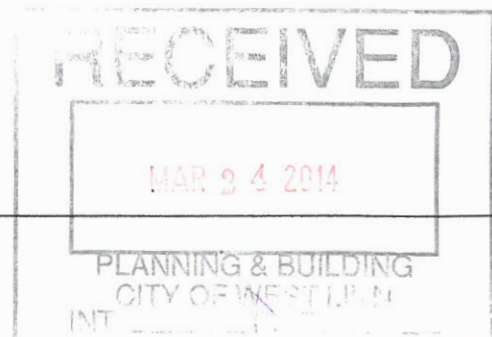
\$2000

General Project Description: Cedar Siding repair + replacement.

First Priority Elements:

Second Priority Elements:

Third Priority Elements:



Describe how your project meets the Secretary of the Interior's Standards (rehabilitation standards are listed on the guidelines):

Siding will be repaired or replaced w/ original material (cedar) and in the original style & layout.

Project Timeline:

To be started at the end of June - after rainy season - & completed by end of July

The undersigned property owner(s) hereby authorizes the filing of this application, and authorizes on site review by authorized staff. I hereby agree to comply with all code requirements applicable to my application. I warrant that the information provided is true and accurate to the best of my knowledge or belief. I have read the Secretary of the Interior's Standards for the Treatment of Historic Properties and the City of West Linn Community Development Code, as applicable, and agree to complete the project as submitted and approved by July 31, 2014. The project must be complete by July 31, 2014 to receive reimbursement. I will notify City Staff when the project is complete.

Applicant's signature

Date

3/24/14

Denise Hoffner

Owner's signature

Date

3/24/14



NW Siding & Windows

Northwest Siding Contractors, Inc.

Price below valid for 60 days from date

March 24, 2014

Steve Aufenthie, Project Manager

PO BOX 2359

Wilsonville, OR 97070

Phone (503) 925-8700 Cell (503) 810-3735 Fax (503) 925-0750

nwsiding@nwsiding.com

Prepared for

Denise Hoffner

1706 6th Ave

West Linn, OR 97068

503-891-4067

denisenali@comcast.net

Thank you for the opportunity to provide you with a siding proposal for the house at the address listed above. As you will notice, we have priced the project at:

\$9,800.00 to replace the left side of the home only, using cedar shingles to match the existing shingles on the home. Replace 2 windows as well as retrim and flash them.

\$5,900.00 for a complete prep and paint of the home using Sherwin Williams A-100 15 year warranty paint in the colors of the home owner's choice, one color for the body and one color for the trim. Follow all lead paint standards as established by the E.P.A.

Price Includes

- Removal of current siding from home
- Install Vycor 6" waterproof sealant membrane to windows & door openings in the area replaced
- Install Vortec Drainwrap Moisture Barrier System
- Sonolastic caulk to Windows and Doors in the area replaced
- Install powder-coated aluminum butt joint flashing
- Install siding as per manufactures specifications
- Painting includes Sherwin Williams A-100 15yr Warranty for the exterior body & trim
- Install metal flashing above all windows, doors and light blocks in the area replaced
- Provide portable toilet during remodeling phase
- Provide trailer for debris and disposal

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 current siding
2. New vapor barrier materials and siding flashing will be provided.
3. Install siding per manufactures specifications while removing all generated debris daily.
4. Paint exterior body with Sherwin Williams Paint. All doors and shutters will be at extra cost.
Painting does not include attached decks, gazebos, deck posts, shutters and other special trim unless otherwise agreed in advance in writing.
5. Reinstall all previously removed light fixtures and fencing.

The entire process for this house should take about 5 Days if the weather cooperates. We will replace all vapor barrier material to protect the buildings... Just in case it rains. The existing siding that is not accessible, between the building and the deck, will not be removed unless the owner chooses to remove the deck for access. Fencing, light fixtures, etc. that needs to be removed from the exterior of the building will be removed at this time. NWSC is not responsible for unseen objects in the wall cavity (i.e. Plumbing, electric, HVAC). Repairs are at owner's expense. **Dry rot repair is not included in the above prices. Dry rot is billed at \$65.00 per man-hour plus materials.**

The building materials will be delivered onto the street in front of the buildings along with a dumpster for any waste generated during the process. All windows and doors will have a 4" or 6" waterproofing membrane applied around them. The code approved vapor barrier will be installed in a weather out fashion and per manufactures specifications. We will be using galvanized nails that will not impact into the siding. The dust that is generated during this process will also be swept up each evening and the driveways will remain clear of materials. The specified caulking will be used around the windows. We will reinstall all electrical wiring and gutters each day as we finish residing an area.

Painting includes Sherwin Williams Paint for the exterior body. Painting does not include attached decks, gazebos, deck posts, shutters or other special trim unless otherwise agreed in advance in writing. When the house is ready for painting we will mask off all the necessary items and spray on 2 coats of the body color of the homeowner's choice. The paper around the windows and doors will be removed and disposed of.

To complete the project, our team will walk around the entire area to ensure all the tape, paper, and any leftover debris are picked up and removed. Surplus paint will be left for the owners on all colors used.

When payment is received from owner, a copy of a contractor lien release is supplied and signed by Northwest Siding Contractors. We will offer you a 5-year guarantee on the workmanship for this project.

Our payment terms for this project are as follows:

- 40% due when materials are delivered at the job site.
- 50% when the siding has been installed and all finish caulking is complete.
- 10% when painting is finished

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

Sincerely,
Steve Aufenthie 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 preformed 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 it's officers, shareholders, directors, employees and agents are not responsible for and con 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 manufactured 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: _____



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COMPLETE EXTERIOR ENVELOPE PROPOSAL **DATE—3/24/2014**
PROJECT ADDRESS---1706 6TH AVE WEST LINN, OR,

All proper equipment/EPA staging/prep/landscaping precautions included for project

- Tear off/disposal south side wall cedar style siding and underlayment with debris containment
- Octaborate fungicide treatment spray on sub-wall-(mold, mildew treatment)
- E.P.A. registered spray also treats for wood-boring insects-carpenter ants, termites
- Tar emulsifier laminate sealant bottom base drip edge of walls for splashback
- All mold/moisture treatments are EPA friendly and EPA registered for safety
- Re-seal, caulk framework, windows, doors, corners premium elasticity-bridge flashing
- Integration of Forensic SAM water-shield flashing system-windows/doors/corners
- State Certified VORTEC TB rain screen drainage mat moisture barrier system-on all walls (Proper sill folds, overlapping, complete interface/integrate with SAM and wall assembly)
- Moisture barrier is Gore-Tex style polystyrene-2 way transfer-breathes out-not in
- Integration of flashing entailment-roofline/rake areas/grade/entry decks/transition
- Provide/install grade 2 cedar shake siding-exterior walls
- Siding pneumatically anchored to studs for structural support of material
- New door plate/master-blocks, light blocks, power outlet blocks and hose bibs
- Provide new positive sloped decorative accent window/door trim-premium
- Provide/install extended leg high back Z metal header flashing-windows/doors/transitions
- Leveler for proper coursing wall alignment, per specs with warranty entailment
- **LIFETIME WARRANTY ON WORKMANSHIP-TRANSFERS ON RESALE OF HOME**
- Clean up done daily, all job related debris, and careful around landscaping
- Crew chief, production manager, on job site for quality control
- No added or hidden costs per agreement, pricing locked-payment upon completion
- Honest, reliable and top quality work with the job done right the first time

{INCENTIVE SEASONAL DISCOUNT INCLUDED}

PROJECT SCOPE-SOUTH SIDE -DEMO/WRB --\$7353 WEATHERIZATION/REPAIR/

COMPLETE COST OF PROJECT--\$7353

{ALL ELECTRICAL/HVAC/CABLE/PLUMBING/EXTERIOR ATTACHMENTS INCLUDED}

LICENSED - BONDED - INSURED
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Project Sales Agreement

Customer 1:	Denise Hoffner	Date:	3/22/2114
Customer 2:			
Address:	1706 6th Ave West Linn, OR 97068	Consultant:	Mike Kuni
Phone:		Consultant Phone:	(503) 310-6257
E-mail:		Consultant E-mail:	mikek@acutaboveexteriors.com

Includes Setup, Tear off, Siding Installation, & WRB	(included)
Window & Doors	(included)
Trim, Penetrations, Ceilings, & Soffits	(included)
Flashing & Sheetmetal	(included)
Painting	(included)

Total Price of Project **\$43,771**

State tax 0.00%
Sale Price **\$43,771**

Contract Terms & Conditions

Initial Lead Safe Work Practices: I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity.

Initial Mold: ACAE has no responsibility under this Agreement relating to mold, mold remediation, or indoor air quality and pollution, including, but not limited to, health issues, health impacts, physical ailments, mold remediation, ventilation system remediation, property damage, containments for the removal of any building materials, special debris disposal costs, HEPA vacuuming, any cleaning relating to mold remediation, negative air machines, or anything else related to mold or indoor air quality and pollution. ACAE shall not be liable for any damages whatsoever relating to mold and indoor air quality and pollution.

PAYMENT TERMS: A down payment of 40% is required at the time of signing this Agreement in order to add this Project to ACAE's schedule. Unless otherwise specified herein, all remaining amounts owed to ACAE are due upon SUBSTANTIAL COMPLETION of ACAE's work. Owner shall not be entitled to a refund or a reduction in the Contract Price if there are unused materials at the end of ACAE's work. All unused materials are the property of ACAE. If ACAE will be performing any other work pursuant to this Agreement, payment for the other work will be due upon SUBSTANTIAL COMPLETION of such work.

Owner shall pay 1.5% per month on any unpaid bills as a late charge for any amounts due under this Agreement which remain unpaid (10) days after due. Owner agrees that ACAE may terminate or suspend all construction activities should any billing remain unpaid longer than (10) days. Owner shall be liable for any costs incurred by ACAE because of termination or suspension. Should Owner cancel this Agreement more than three business days after they sign it, Owner shall be liable to ACAE for all costs incurred by ACAE as a result of said unexcused cancellation, plus 10% of the contract price.

ACCEPTANCE: I have read and understood, and I agree to, all items included within this Agreement (including the Terms & Conditions specified on the back and any attached Addendums or other documents). By signing, Owner(s) and ACAE agree to be bound by this Agreement. All financed projects are subject to credit approval.

Customer Signature _____ **Customer Signature** _____

Company (ACAE) _____ **Date:** _____



12985 NW Cornell Road #300
 Portland, OR 97229
 Phone: (503) 643-1121 FAX: (503) 643-0469
 Lic: OR#153847 WA#CUTABAE96ORN

Customer 1: Denise Hoffner Date: March 22, 2114
 Customer 2: Consultant: Mike Kuni
 Address: 1706 6th Ave West Linn, OR 97068 Contact #: (503) 310-6257
 Phone: mikek@acutabovexteriors.com

E-mail:
 The following Scope of work includes labor, materials, equipment, recycling, disposal, and portable restroom facilities. Includes caulking new siding and trim with Sonneborn Sonolastic 150. Includes joint flashing behind cedar and HardiePlank siding field joints. Includes removal and reinstallation of downspouts, and cable, and phone boxes. All cedar siding is purchased exclusively from Lakeside Lumber and hand nailed with stainless steel nails. Does not include any electrical, plumbing, roof, roof flashing, building permits, engineering, or other work unless specified. Excludes removal of asbestos or other hazardous materials.

Category	Description	Location of Work				
		Front	Right	Back	Left	Other
Setup	On-Site Job walk Placement of disposal and sanitary services, Site Prep.					
Scaffolding	Erect Aluma-Pole Scaffolding		X		X	
Toilet	Portable Toilet Rental					
Siding Tear-off	Cedar Shingles Siding Tear-off	X	X	X	X	
Siding Type	Pre-primed 18" Perfection Grade Cedar Shingles with a 7" Reveal & Sanded Texture	X	X	X	X	X
Weather Resistant Barrier	Fortifiber HydroTex	X	X	X	X	X
Window Trim	Primed Clear Finger-Jointed Cedar Trim 5/4x6 Window Trim with Resawn Texture				X	
SAM at Outside Corners	Forti-Flash SAM 12" SAM at Outside Corners		X	X	X	X
Penetration Block	Primed Light Block Cedar Block 2x Blocks with Resawn Texture			X		
Penetration Block	Primed Hose Bib Cedar Block 2x Blocks with Resawn Texture	X		X		
Penetration Flashing	Forti-Flash SAM 12" SAM Penetration Flashing	X		X		
Vent	Dryer Vent Cover - Aluminum 4" Vent			X	X	
Vent	Exhaust Vent - Aluminum 6" Vent			X		
Corbel	Standard Corbel 4 x 4	X			X	
Roof Flashing	Black Step Shingles for Roof Flashing 4"x4"x12" Step Flashing	X				
Concrete Flashing	Gray L-Metal Flashing Concrete Flashing	X				
Concrete Flashing	Flashing Backer-rod & Sealant at Concrete	X				
Paint	Sherwin-Williams SuperPaint Paint Body & Trim	X	X	X	X	X

Paint	Sherwin-Williams SuperPaint Paint Ceiling	X				X
Paint Trim	Sherwin-Williams SuperPaint Paint Window Trim Different Than Body	X	X	X	X	
Paint/Stain Door	Paint Single Front Door Paint/Stain Door	X			X	
Paint/Stain	Paint Columns Columns and/or Post Wraps	X				
Signature		Date				