

# CITY OF SWEET HOME CITY COUNCIL AGENDA

May 09, 2023, 6:30 PM Sweet Home City Hall, 3225 Main Street Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones - Anyone who wishes to speak, please sign in.

# **Mission Statement**

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

# **Meeting Information**

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit http://live.sweethomeor.gov. If you don't have access to the internet you can call 1-971-203-2871, and enter the Meeting ID: 321 716 901#

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

# I. Call to Order and Pledge of Allegiance

II. Roll Call

# III. Consent Agenda:

- a) Request for Council Action Police Department Roof Replacement
- b) <u>Request for Council Action Police Department HVAC Replacement</u>
- c) Application PLA23-01 for Signature
- IV. Recognition of Visitors and Hearing of Petitions:
- V. Old Business:
- VI. New Business:
  - a) <u>Request for Council Action Mahler WRF Interim Improvement Project Increased</u> <u>Contingency</u>
  - b) Request for Council Action Icebox Cookoff Request

## VII. Ordinance Bills

- h) Second Reading of Ordinance Bills
  - i) Ordinance Bill No. 9 for 2023 Ordinance No. An Ordinance Amending Chapter 4 of the Sweet Home Comprehensive Plan and Adopting the Housing Needs Analysis
  - ii) Ordinance Bill No. 10 for 2023 Ordinance No. An Ordinance Amending the Official Zoning Map.
- IX Adjournment

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.



# **REQUEST FOR COUNCIL ACTION**

Title:	Request for Council Action – Police Department Roof Replacement
Preferred Agenda:	May 9, 2023
Submitted By:	Jason Ogden, Chief of Police
Reviewed By:	Kelcey Young, City Manager
Type of Action:	Resolution Motion Roll Call <u>X</u> Other
Relevant Code/Policy:	N/A
Towards Council Goal:	Rejuvenate Essential Services
Attachments:	Procurement documents set

## Purpose of this RCA:

Staff requests authorization to award the police department roof replacement project to ABC Roofing, a Tecta America Company, LLC.

### **Background/Context:**

The roof of the police department building has not been replaced since its construction approximately 22 years ago. Over the years, the roof has deteriorated and is no longer functioning effectively. There are visible signs of wear and tear, such as bubbling, cracks, and vegetation growth, which pose a potential safety hazard for employees and visitors to the building. In addition, the damaged roof has the potential of resulting in higher energy costs due to poor insulation, which in turn impacts the budget of the police department. Given these factors it is imperative that the roof be replaced to ensure the safety and functionality of the building.

The procurement was advertised for bid on April 12, 2023, and bids closed on April 28, 2023. We received two bids from ABC Roofing, a Tecta America Company, LLC (\$146,770) and Evergreen Roofing of Oregon (\$185,460).

Staff recommends awarding the procurement contract to ABC Roofing, a Tecta America Company, LLC and authorizing a 15% contingency (\$22,015) controlled by the City Manager, bringing the total project budget to \$168,785.

This project is funded by monies that have been budgeted and set aside specifically for this purpose.

# The Challenge/Problem:

To make efficient use of our budget to replace the roof at the police department.

# Stakeholders:

- <u>City Residents</u>. Residents are the customers who deserve good service with the highest return on their taxes and fees that we can provide, and who trust the City to maintain their infrastructure systems at a high level of service.
- <u>Council Members.</u> Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible at the lowest possible cost. They must balance leadership with representation.
- <u>Police Department Staff.</u> This project will greatly improve the police department roof which is currently beyond its serviceable lifespan.

## **Issues and Financial Impacts:**

The low bidder is ABC Roofing, a Tecta America Company, LLC at \$146,770. Staff also requests a 15% contingency (\$22,015) controlled by the City Manager, bringing the total project budget to \$168,785.

This project is funded by monies that have been budgeted and set aside specifically for this purpose.

## Elements of a Stable Solution:

A stable solution will provide efficient completion of needed facility improvements for the police department.

## Options:

- 1. <u>Option 1 Move to cancel the project.</u> Not recommended. This project is essential to the stewardship we have to upkeep and maintain our public property.
- 2. <u>Option 2 Move to reject all bids and re-bid the project.</u> Not recommended. This project has a very tight schedule to meet the June 30 deadline.
- 3. <u>Option 3 Move to execute the procurement as presented.</u> Staff will execute the contract and give notice to proceed.

## **Recommendation:**

Staff recommends <u>Option 3 – Move to execute the procurement as presented.</u>



City of Sweet Home **Police Department** Jason Ogden, Chief of Police 3225 Main Street, Sweet Home, OR 97386

# PROPOSAL DOCUMENT REPORT

Const No. 2023-Const-008 <u>Roofing for Police Department</u> RESPONSE DEADLINE: April 28, 2023 at 2:00 pm Report Generated: Tuesday, May 2, 2023

# ABC Roofing, a Tecta America Company, LLC Proposal

# CONTACT INFORMATION

**Company:** ABC Roofing, a Tecta America Company, LLC

Email: tbolt@tectaamerica.com

**Contact:** Tom Bolt

Address: 11305 NE Marx St. Portland, OR 97220

**Phone:** (503) 786-0616

Website: https://www.tectaamerica.com

Submission Date: Apr 28, 2023 1:03 PM

# ADDENDA CONFIRMATION

Addendum #1 Confirmed Apr 26, 2023 3:43 PM by Laura Larimer

Addendum #2 Confirmed Apr 26, 2023 3:43 PM by Laura Larimer

# QUESTIONNAIRE

## 1. Subcontractor Disclosure Form

Pass

within two (2) hours of Bid Opening.

1st\_Tier\_Sub\_Form\_-\_Sweet\_Home.pdfReroof\_Terms\_&\_Conditions\_1.pdfSweet\_Home\_Proposal.pdf

## 2. Bid Bond\*

Pass

A 10% bid bond, certified check, or cashier's check shall accompany each bid on all projects and shall be forfeited if the bidder fails to enter into a Contract with the City of Sweet Home within ten (10) days after the date of the Notice of Award.

Bid\_Bond\_for\_Sweet\_Home\_PD.pdf

## 3. Insurance and Bonding

Pass

If selected, bidder will furnish insurance certificates, Performance Bond, and Payment Bond following Notice of Award.

Confirmed

# 4. OFFER\*

## Pass

Bidder attests that they have carefully examined the Special Instructions, Project/Specifications, General Instructions and all other related material and information, and agrees to comply with the terms set forth in those documents and to furnish the services described at the rates or sum bid?

Bidder further agrees that this offer will remain in effect at the rates or sum bid for a period of not less than 180 calendar days from the date that bids are due and that this offer may not be withdrawn or modified during that time unless otherwise agreed upon by the City?

Yes

## 5. Collusion and Discrimination\*

Pass

The Bidder hereby certifies that this bid is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The Bidder hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

Confirmed

## 6. Tax\*

Pass

The Bidder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. The City may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

Confirmed

## 7. Resident Bidder \*

## Pass

Is the Bidder a resident as defined in ORS 279A.120\*?

\*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the vendor is a resident vendor. Nonresident vendor shall comply with the provisions of ORS 279A.120(3).

Yes

8. I certify that I have read, understood and agree to the requirements in the solicitation, and that I am authorized to submit this Bid on behalf of my company.\*

Pass

Confirmed

PRICE TABLES					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Lump sum bid price; all-inclusive of labor, materials, surface prep, disposal, safety measures, etc to complete the work	1	LS	\$146,770.00	\$146,770.00
TOTAL			·		\$146,770.00

# DDICE TADIES

### FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name:	
Bid Closing Date & Time:	, 2:00 PM.
Bid Open Time:	, 2:00 PM.
Disclosure Due Date & Time:	, 4:00 PM.
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Bid total greater than \$100,000? \_\_\_\_\_ (Yes / No, if No, subcontractor information is not required).

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on this form.

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000, see ORS 279C.370. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000 whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid, the Bidder must disclose the following information about that subcontractor either in its Bid submission, or within two hours after Bid Closing:

- The name of each subcontractor, and
- The category of work to be performed, and
- The dollar value of the subcontract.

Compliance with the disclosure and submittal requirements outlined herein and in ORS 279C.370 and its amendments is a matter of Responsiveness. Bids that are submitted by the Bid Closing Time, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.

Subcontractor's Name	Category of Work	Dollar Value of Subcontract
Use additional sheets of this name if names	•	•

Use additional sheets of this page if necessary.

Submitted by:		(Bidder &	Contact ]	Name)
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\_\_\_\_\_ (Phone #).



# Proposal

a 🕿 Tecta America Company, LLC	Customer PO	Bid Number	Rep	Date
11305 NE Marx Street, Portland, OR 97220				
Phone: 503-786-0616   Fax: 503-786-0642				

Bid Submitted To:	Project Address:
Attn: Email:	Phone:
Des	cription



### PROPOSAL TERMS AND CONDITIONS

#### Proposal/Contract

#### STATEMENT OF WORK

THIS STATEMENT OF WORK ("SOW") is made and entered into as of<br/>located at, 20by and betweenOwner/Customer,located at("Owner" or "Customer") and ABC Roofing, a Tecta America Company, LLC, located at 11305 NE Marx St., Portland, OR97220 ("Contractor" or "Tecta").

Customer and Contractor are parties to this Proposal/Contract Agreement, dated , 20 (the "Agreement"). This SOW is a statement of work to the Agreement and is subject to the terms and conditions set forth in the Agreement. Capitalized terms used but not defined in this SOW shall have the meanings given in the Agreement. In the event of any conflict or inconsistency between the terms and conditions of the Agreement and this SOW or other documents incorporated by reference herein, the terms and conditions of the Agreement shall prevail unless this SOW specifically states the term or condition of this SOW will prevail. The parties shall disregard any terms and conditions (including any preprinted terms and conditions) on or contained in any of Contractor's documents that are used as part of this SOW.

- 1. <u>Scope of Work</u>. The Work to be performed by Contractor under the Agreement is either described in Contractor's proposal dated\_\_\_\_\_, 20\_\_\_\_, or attached hereto as <u>Exhibit A</u>.
- 2. <u>Contract Sum</u> The Contract Sum for the Work shall be §\_\_\_\_\_\_ (Due to the volatility in the costs of roofing material and delivery, this price is only good for 15 days)
- 3. <u>Payment Terms</u>. The payment terms shall be:\_\_\_\_
- 4. *[Include if applicable]* <u>Warranty</u>. In addition to the warranties set forth in the Agreement, Contractor will provide a Contractor's Warranty (attached when requested) for a period not to exceed \_\_\_\_\_\_ years after the date of final acceptance of the Work by Owner set forth therein.
- 5. [Include if applicable] Special Work Conditions.
- 6. [Include if applicable] Criteria, Drawings, Specifications or Other Documents.
- This proposal/Contract may be withdrawn by the Contractor prior to acceptance and shall automatically expire 30 days after the date of submission.

**IN WITNESS WHEREOF**, the parties have caused this SOW to be duly executed and delivered as of the day and year first above written.

OWNER [OWNER'S COMPANY NAME]	CONTRACTOR ABC Roofing, a Tecta America Company, LLC
By:	By:
Title:	Title:
Date:	Date:

1



### PROPOSAL TERMS AND CONDITIONS

1. **Nature of Work.** ABC Roofing, a Tecta America Company, LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Tecta, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta from what is specified. Tecta is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof structural conditions or the properties of the roofdeck or substrate on which Tecta's roofing work is installed.

2, **Drainage.** Tecta shall not be liable for any claims or damages arising from or related to deficiencies in roof drainage. It is the Customer's responsibility prior to commencement of reroofing to retain a licensed architect or mechanical engineer to determine and evaluate the drainage design and compliance with applicable plumbing codes, including potential need for additional drains, scuppers, or overflow drains. Tecta's work does not include evaluation of code compliance, existing drainage, proper location or size of roof drains, or adequacy of drainage. Tecta is not responsible for ponding.

3. Deck. Customer warrants that structures on which Tecta is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Tecta's commencement of roof installation indicates only that Tecta has visually inspected the surface of the roofdeck for visible defects. Tecta is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roofdeck or other trades' work or design. Tecta is not responsible to test or assess moisture content of the deck or substrate.

4. Asbestos and Toxic Materials. This proposal is based on Tecta's not coming into contact with asbestos-containing or toxic materials ("ACM"). Tecta is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. Tecta shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify Tecta from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

5. **Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Tecta by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month or at such rate as permitted by Illinois law. Tecta shall be entitled to recover from Customer's failure to make proper payment when due. Tecta's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

6. **Right to Stop Work.** The failure of Customer to make proper payment to Tecta when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Tecta, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Tecta shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Tecta shall be increased by the amount of Tecta's reasonable costs of shut-down, delay and start-up.

A. If Tecta is delayed in the commencement or prosecution of the work for reasons beyond the Contractor's control, Tecta shall be granted reasonable additional time and a potential equitable adjustment. Causes beyond Tecta's control include effects resulting from the Coronavirus pandemic, quarantines, disruption in supply chains, unusual delay in materials or equipment, adverse weather conditions, unavoidable casualties, flood, fire and changes in the Work.

7. **Insurance.** Tecta shall carry worker's compensation, automobile and commercial general liability insurance. Tecta will furnish a Certificate of Insurance upon request. Customer shall purchase and maintain builder's risk and property insurance, including labor and materials furnished by Tecta, covering fire, extended coverage, malicious mischief, vandalismand thefi on the premises to protect against loss or damage to material and partially completed work until the job is completed and accepted. Moneys owed to Tecta shall not be withheld by reason of any damage or claim against Tecta covered by liability, property or builder's risk insurance.

8. Additional Insured. If Customer requires and Tecta agrees to make Customer or others additional insureds on Tecta's liability insurance policy, Customer and Tecta agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta and is not intended to make Tecta's insurer liable for claims that are due to the fault of the additional insured.

9. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roofin order to minimize potential interior damage. Tecta shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants ofre-roofing and the need to provide protection underneath areas being re-roof. Customer agrees to hold Tecta harmless from claims of tenants who were not so notified and did not provide protection.

10. **Fireproofing.** Tecta is not liable for fireproofing that may detach, fall or spall from the underside of the roof deck or structural members during roofing operations, including costs of clean-up and replacement of fireproofing.

11. Deck Repairs and Unforeseen Conditions. Any work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material or unit price basis as an exta unless specifically included in the scope of work. When re-roofing over an existing roof, replacement of visible wet or deteriorated insulation shall be an extra or billed at unit prices unless otherwise stated on the face of this proposal. Unforeseen conditions that may affect the work will be reported to Owner and authorization requested prior to permanent repairs being performed.

12. Damages and Delays. Tecta will not be responsible for damage done to Tecta's work by others, including damage to temporary tie-ins. Any repairing of the same by Tecta will be charged as an extra. Tecta shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Tecta. Tecta shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, includingbut not limited to acts of God, epidemics, government shutdowns, change in law, accidents, snow, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage offor inability to obtain materials, equipment or labor. In the event of these occurrences, Tecta's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

13. **Roof Projections.** Tecta will flash roofprojections that are in place prior to installation of roofing or shown on the architectural plans provided to Tecta. Penetrations not shown on the plans provided to Tecta prior to submittal of this proposal or required after installation of roofing

shall be considered an order for extra work, and Tecta shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.

14. Wind Loads or Uplift Pressures. Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Tecta is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Tecta's bid is based solely on manufacturer's printed test results. Tecta itselfmakes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

15. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roofarea.

16. Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by Tecta. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tecta harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

17. Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta. If there is a substantial increase in these roofing products or any specified indirect costs, such as fuel and byproduct of fuel, between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to Tecta, upon submittal of written documentation and advance notice.

18. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta shall be valid unless previously authorized in writing by Tecta and unless written notice is given to Tecta within five (5) days of the event, act or omission which is the basis of the backcharge.

19. Roof Top Safety. Owner warrants there will be no live power lines on or near the roof servicing the building where Tecta will be working and that Owner will turn offany such power supplies to avoid an electrocution risk to Tecta employees. Owner will indemnify Tecta from personal injury to Tecta personnel or resulting from the presence of concealed electrical conduit and live electrical power. Tecta is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down rooflocated electronic equipment that emits or receives radio frequency waves while Tecta is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Tecta and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Tecta is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold Tecta harmless, including attorney's fees, from claims for personal injury by persons or entities whomowner or general contractor have allowed or authorized to be on the roof.

20. Conduit and Materials Attached to Deck. Tecta's price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the roofdeck upon which Tecta will be installing the new roof. Tecta is not responsible for conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roofdecking which could be damaged during installation of the new roof systemor repairs.

21. Availability of Site. Tecta shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Tecta to and from the job as a result of the job not being ready for the Work after Tecta has been notified to proceed will be charged as an extra

22. Warranty. New roofing and re-roofing work will be warranted by Tecta in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Tecta's standard warranty is attached or, if not, will be furnished upon request. Tecta SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta. A manufacturer's warranty shall be farnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

23. Existing Conditions. Tecta is not responsible for leakage through the existing roofor other portions of the building that have not yet been reroofed by Tecta.

24. **Mold.** Tecta and Owner are committed to acting promptly so that roofleaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Tecta if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta will make roof repairs. Owner is responsible for monitoring any leak areas and for indoor air quality. Tecta is not responsible for mold or indoor air quality. Owner shall hold harmless and indemnify Tecta from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold.

25. Material References. Tecta is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

26. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factors such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Tecta. The type of metal roofing panels specified can affect the degree of oil-canning. Tecta is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

27. **Dispute Resolution.** If a dispute shall arise between Tecta and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof. Tecta and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta alleging any breach of this contract ornegligenceby Tecta must be initiated no later than two (2) years after Tecta performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of Tecta.

3-02-21



Date: April 27, 2023

# **REGARDING PROJECT:** Sweet Home Police

Proposed Scope of Work: TPO Membrane Roofing

Includes

- Remove and dispose of existing roofing. Excludes asbestos containing roofing.
- Mechanically fastened .060 TPO over ¼" dens deck.
- Adhere membrane up and over parapet walls and at all vertical curbs.
- New walk pads at mechanical units
- New pre-finished metal wall cap and curb counter flashings.
- Permits as needed.
- 2-year workmanship warranty
- Manufactures 20-year No Dollar Limit material and labor warranty

Price material and labor \$146,770.00

Thank you, Tom Bolt

# Document A310<sup>™</sup> – 2010

**Conforms with The American Institute of Architects AIA Document 310** 

# **Bid Bond**

CONTRACTOR: (Name, legal status and address)

11305 NE Marx St. Portland, OR 97220

**OWNER:** (Name, legal status and address)

City of Sweet Home 3225 Main Street Sweet Home, OR 97386

#### BOND AMOUNT: 10%

Ten Percent of Amount Bid

**PROJECT:** 

(Name, location or address, and Project number, if any) 2023-Const-008, Roofing for Police Department

#### SURETY:

(Name, legal status and principal place of business) Atlantic Specialty Insurance Company

ABC Roofing, a Tecta America Company, LLC One State Street Plaza, Floor 31 New York, NY 10004 **Mailing Address for Notices** One State Street Plaza, Floor 31 New York, NY 10004

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been turnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

day of April, 2023. Signed and sealed this 24th

	ABC Roofing, a Tecta America Company, LLC	
	(Principal) (Seal)	
(Wimess)	By: M'Z-V-ll	
	(Tille) President	
Malperte	Atlantic Specialty Insurance Oompany (Surety) (Seal)	ALL ACT
(Witness)	By: <u>IIVALUNDU</u> ( <i>Trille</i> ) Susan Lupski, Attorney-in-Fact	E CO Mon



# **Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Gerard S. Macholz, Thomas Bean, Susan Lupski, Robert T. Pearson, Camille M. Maitland, George O. Brewster, Vincent A. Walsh, Colette R. Chisholm, Peter F. Jones, Lee Ferrucci, Dana Granice, Michelle Wannamaker, Katherine Acosta, Desiree Cardlin, Ian Williams, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



ane onlin

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Ism Narhtin

Notary Public

Bv

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 24th day of April .2023. APORAT 1986 This Power of Attorney expires January 31, 2025

Kain Hobarn

Kara Barrow, Secretary

#### ACKNOWLEDGEMENT OF SURETY COMPANY

# STATE OF NEW YORK

, A.

## COUNTY OF NASSAU

On this <u>April 24, 2023</u> before me personally came <u>Susan Lupski</u> to me known, who, being by me duly sworn, did depose and say; that he/she resides in <u>Nassau County, State of New York</u>, that he/she is the Attorney-In-Fact of the <u>Atlantic Specialty Insurance Company</u> the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to <u>Atlantic Specialty Insurance</u> <u>Company</u> (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.

**Notary Public** 

LILIANA MAITLAND Notary Public-State of New York No. 01MA6434245 Qualified in Nassau County Commission Expires 06/06/2026



#### Atlantic Specialty Insurance Company Period Ended 12/31/2022

Dollars displayed in thousands

Admitted Assets	
Investments:	
Bonds	\$ 2,216,201
Preferred Stocks	
Common Stocks	752,567
Mortgage Loans	
Real Estate	-
Contract Loans	-
Derivatives	-
Cash, Cash Equivalents & Short Term Investments	306,498
Other Investments	20,805
Total Cash & Investments	3,296,071
Premiums and Considerations Due	332,718
Reinsurance Recoverable	39,231
Receivable from Parent, Subsidiary or Affiliates	2,250
All Other Admitted Assets	79,777
Total Admitted Assets	3,750,047

Liabilities and Surplus	
LIADIIIUOS Loss Reserves	\$ 1.093.968
Loss Adjustment Expense Reserves	347.884
Total Loss & LAE Reserves	1,441,852
Uneamed Premium Reserve	735,813
Total Reinsurance Liabilities	42,785
Commissions, Other Expenses, and Taxes due	68,767
Derivatives	-
Payable to Parent, Subs or Affiliates	•
All Other Liabilities	632,508
Total Liabilities	2,921,725
Total Llabilities Capital and Surplus	2,921,725
Total Llabilities Capital and Surplus Common Capital Stock	<u>2,921,725</u> 9,001
Total Liabilities Capital and Surplus Common Capital Stock Preferred Capital Stock	<u>2,921,725</u> 9,001
Total Llabilities Capital and Surplus Common Capital Stock Preferred Capital Stock Surplus Notes	<u>2,921,725</u> 9,001
Total Liabilities Capital and Surplus Common Capital Stock Preferred Capital Stock Surplus Notes Unassigned Surplus	<u>2,921,725</u> 9,001 - 174,558
Total Liabilities Capital and Surplus Common Capital Stock Preferred Capital Stock Surplus Notes Unassigned Surplus Other Including Gross Contributed	<u>2,921,725</u> 9,001 - 174,558 644,763
Total Liabilities Capital and Surplus Common Capital Stock Preferred Capital Stock Surplus Notes Unassigned Surplus Other Including Gross Contributed Capital & Surplus	9,001 - - - - - - - - - - - - - - - - - -
Total Liabilities Capital and Surplus Common Capital Stock Preferred Capital Stock Surplus Notes Unassigned Surplus Other Including Gross Contributed Capital & Surplus Total Liabilities and C&S	2,921,725 9,001 - - 174,558 <u>644,763</u> 828,322 - 3,750,047

State of Minnesota County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31<sup>st</sup> day of December, 2022, according to the best of my information, knowledge and belief.

and I Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023.

Ken Ruch

Notary Public

1 COLO	
A SULLAND	KERKI RIEUNERS
Car LIGHTA	Notary Public
AR ANE	Minnesota
	My Commission Expires January 31, 2025
- COMP	



City of Sweet Home Police Department Jason Ogden, Chief of Police 3225 Main Street, Sweet Home, OR 97386

# PROPOSAL DOCUMENT REPORT

Const No. 2023-Const-008 <u>Roofing for Police Department</u> RESPONSE DEADLINE: April 28, 2023 at 2:00 pm Report Generated: Tuesday, May 2, 2023

# Evergreen Roofing of Oregon Proposal

# CONTACT INFORMATION

**Company:** Evergreen Roofing of Oregon

Email: accounting@evergreenroofing.com

**Contact:** Chris Brown

Address: 3237 W 1st Ave Eugene, OR 97402

**Phone:** (541) 344-1415

Website: N/A

Submission Date: Apr 28, 2023 9:31 AM

# ADDENDA CONFIRMATION

Addendum #1 Confirmed Apr 28, 2023 9:18 AM by Molly Cassidy

Addendum #2 Confirmed Apr 28, 2023 9:18 AM by Molly Cassidy

# QUESTIONNAIRE

# 1. Subcontractor Disclosure Form

within two (2) hours of Bid Opening.

SKM\_C360i23042809120.pdf

# 2. Bid Bond\*

Pass

A 10% bid bond, certified check, or cashier's check shall accompany each bid on all projects and shall be forfeited if the bidder fails to enter into a Contract with the City of Sweet Home within ten (10) days after the date of the Notice of Award.

SKM\_C360i23042808540.pdf

## 3. Insurance and Bonding

Pass

If selected, bidder will furnish insurance certificates, Performance Bond, and Payment Bond following Notice of Award.

Confirmed

# 4. OFFER\*

## Pass

Bidder attests that they have carefully examined the Special Instructions, Project/Specifications, General Instructions and all other related material and information, and agrees to comply with the terms set forth in those documents and to furnish the services described at the rates or sum bid?

Bidder further agrees that this offer will remain in effect at the rates or sum bid for a period of not less than 180 calendar days from the date that bids are due and that this offer may not be withdrawn or modified during that time unless otherwise agreed upon by the City?

Yes

## 5. Collusion and Discrimination\*

Pass

The Bidder hereby certifies that this bid is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The Bidder hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

Confirmed

## 6. Tax\*

Pass

The Bidder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. The City may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

Confirmed

## 7. Resident Bidder \*

## Pass

Is the Bidder a resident as defined in ORS 279A.120\*?

\*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the vendor is a resident vendor. Nonresident vendor shall comply with the provisions of ORS 279A.120(3).

Yes

8. I certify that I have read, understood and agree to the requirements in the solicitation, and that I am authorized to submit this Bid on behalf of my company.\*

Pass

Confirmed

PRICE TADLES						
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	
1	Lump sum bid price; all-inclusive of labor, materials, surface prep, disposal, safety measures, etc to complete the work	1	LS	\$185,460.00	\$185,460.00	
TOTAL					\$185,460.00	

# DDICE TADIES

# 3. VENDOR SUBMISSIONS

# 3.1. Subcontractor Disclosure Form

within two (2) hours of Bid Opening.

# 3.2. Bid Bond\*

A 10% bid bond, certified check, or cashier's check shall accompany each bid on all projects and shall be forfeited if the bidder fails to enter into a Contract with the City of Sweet Home within ten (10) days after the date of the Notice of Award.

\*Response required

# 3.3. Insurance and Bonding

If selected, bidder will furnish insurance certificates, Performance Bond, and Payment Bond following Notice of Award.

Please confirm

# 3.4. OFFER\*

Bidder attests that they have carefully examined the Special Instructions, Project/Specifications, General Instructions and all other related material and information, and agrees to comply with the terms set forth in those documents and to furnish the services described at the rates or sum bid?

Bidder further agrees that this offer will remain in effect at the rates or sum bid for a period of not less than 180 calendar days from the date that bids are due and that this offer may not be withdrawn or modified during that time unless otherwise agreed upon by the City?

Ves Ves

🗆 No

\*Response required

# 3.5. Collusion and Discrimination\*

The Bidder hereby certifies that this bid is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The Bidder hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

🖻 Please confirm

\*Response required

# 3.6. <u>Tax\*</u>

The Bidder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. The City may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

Please confirm

\*Response required

# 3.7. Resident Bidder \*

Is the Bidder a resident as defined in ORS 279A.120\*?

\*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the vendor is a resident vendor. Nonresident vendor shall comply with the provisions of ORS 279A.120(3).

🖌 Yes

🗆 No

\*Response required

3.8. <u>I certify that I have read, understood and agree to the requirements in the</u> solicitation, and that I am authorized to submit this Bid on behalf of my <u>company.\*</u>

Please confirm

\*Response required

# 4. PRICING TABLE

Type in your TOTAL BID Amount from Page 4 of the Bid Book Response

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Lump sum bid price; all-inclusive of labor, materials, surface prep, disposal, safety measures, etc to complete the work	1	LS		
TOTAL	\$ 185,460.00				

#### **BID BOND**

DATE.	April 28th, 2023
BOND NO.	N/A
AMOUNT OF BID: (\$)	Ten percent of bid and no/100*** (10%)

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor) C.L. Large, Inc. dba: Evergreen Roofing of Oregon

as Principal, hereinafter called the PRINCIPAL, and

(Name of Surety) Old Republic Surety Company

a corporation duly organized under the laws of the State of WI

having its principal place of business at 10260 SW Greenburg Rd, Suite 1060, Portland, in the State of

OR \_\_\_\_\_, and authorized to do business in the State of Oregon, as SURETY, hereinafter called the Surety, are held firmly and bound unto the City of Sweet Home, Oregon, as Obligee, hereinafter called the OBLIGEE, in the sum of

Ten percent of bid and no/100\*\*\*

Dollars & Cents (\$ 10%), (10% of total contract price)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

#### THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for <u>Roofing for Police Department</u>, #2023-Const-008 said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contracts Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or on the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

A certified copy of the agent's power-of-attorney must be attached hereto.

Signed and sealed this	28th	day of April	, 20 23
------------------------	------	--------------	---------

PRINCIPAL: C.L. Large, Inc. dba: Evergreen Roofing of Oregon	SURE	TY: Old Republic Surety Company
By:	By:	allera
Title:	Title:	Ashlee Baumgartner, Attomey-In-Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most <sup>1</sup> current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

BID BOND



#### **POWER OF ATTORNEY**

# KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Kristen McGillvrey, Tina A. Costa, Dean R. Pollock, Summer Hugh,

James R. Cox, David M. Holland, Ashlee Baumgartner of Eugene, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

#### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS



President

OLD REPUBLIC SURETY COMPANY

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_ November \_\_\_\_\_\_, 2022 \_\_, personally came before me, \_\_\_\_\_\_ Alan Pavlic \_\_\_\_\_\_\_ and \_\_\_\_\_\_ Karen J Haffner \_\_\_\_\_\_\_, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY

who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



My Commission Expires: <u>September 28, 2026</u> (Expiration of notary's commission does not invalidate this instrument)

#### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

77 5930

ORSC 22262 (3-06)



Signed and sealed at the City of Brookfield, WI this \_\_\_\_

28th	day of _	April	2	2023
	Kan	" Adaldres	י – אר	
	_rjun	Assistant Secreta	<u> </u>	

HUB Int'l Northwest LLC



# **REQUEST FOR COUNCIL ACTION**

Title:	Request for Council Action – Police Department HVAC Replacement		
Preferred Agenda:	May 9, 2023		
Submitted By:	Jason Ogden, Chief of Police		
Reviewed By:	Kelcey Young, City Manager		
Type of Action:	Resolution Motion Roll Call <u>X</u> Other		
Relevant Code/Policy:	N/A		
Towards Council Goal:	Rejuvenate Essential Services		
Attachments: Procurement documents set			

## Purpose of this RCA:

Staff requests authorization to award the police department HVAC replacement project to Walker Heating and AC, INC.

## Background/Context:

The HVAC units at the police department have not been replaced since its construction approximately 22 years ago. The current state of the equipment and systems used by staff has resulted in inefficiencies and maintenance issues. Staff members have been struggling to "limp the system along" over the past few years, which negatively impacts their productivity and overall effectiveness. The lack of reliable and functional equipment and systems also contributes to a less-than-optimal working environment, which may lead to staff dissatisfaction and retention issues. Given these concerns, it is essential that steps be taken to address the issue and replace our failing HVAC system.

The procurement was advertised for bid on April 12, 2023, and bids closed on April 28, 2023. We received four bids from Walker Heating and AC, INC, (\$131,844), AirX LLC (\$191,070), Columbia Allied Services, (\$244,220), and Apex Mechanical LLC, (\$260,705).

Staff recommends awarding the procurement contract to Walker Heating and AC, INC. and authorizing a 15% contingency (\$19,776) controlled by the City Manager, bringing the total project budget to \$151,620.

This project is funded by monies that have been budgeted and set aside specifically for this purpose.

# The Challenge/Problem:

To make efficient use of our budget to replace the HVAC system at the police department.

# Stakeholders:

- <u>*City Residents*</u>. Residents are the customers who deserve good service with the highest return on their taxes and fees that we can provide, and who trust the City to maintain their infrastructure systems at a high level of service.
- <u>Council Members.</u> Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible at the lowest possible cost. They must balance leadership with representation.
- <u>Police Department Staff.</u> This project will greatly improve the police department HVAC system which is currently beyond its serviceable lifespan. Staff have spent time and money fixing broken down equipment and fighting with system inefficiencies.

# **Issues and Financial Impacts:**

The low bidder is Walker Heating and AC, INC. at \$131,844. Staff also requests a 15% contingency (\$19,776) controlled by the City Manager, bringing the total project budget to \$151,620.

This project is funded by monies that have been budgeted and set aside specifically for this purpose.

# **Elements of a Stable Solution:**

A stable solution will provide efficient completion of needed facility improvements for the police department.

# Options:

- 1. <u>Option 1 Move to cancel the project.</u> Not recommended. This project is essential to the stewardship we have to upkeep and maintain our public property.
- <u>Option 2 Move to reject all bids and re-bid the project.</u> Not recommended. This project has a very tight schedule to meet the June 30 deadline.
- 3. <u>Option 3 Move to execute the procurement as presented.</u> Staff will execute the contract and give notice to proceed.

# **Recommendation:**

Staff recommends <u>Option 3 – Move to execute the procurement as presented.</u>



City of Sweet Home **Police Department** Jason Ogden, Chief of Police 3225 Main Street, Sweet Home, OR 97386

# PROPOSAL DOCUMENT REPORT

Const No. 2023-Const-006 <u>HVAC System for Police Department</u> RESPONSE DEADLINE: April 28, 2023 at 2:00 pm Report Generated: Tuesday, May 2, 2023

# Columbia Allied Services Proposal

# CONTACT INFORMATION

**Company:** Columbia Allied Services

Email: jasper@columbiaallied.com

**Contact:** Jasper Cahoon

Address: 27316 NE 10th AVE Ridgefield, WA 98642

**Phone:** (360) 903-0894

Website: Columbiaallied.com

Submission Date: Apr 28, 2023 1:05 PM

# ADDENDA CONFIRMATION

Addendum #1 Confirmed Apr 28, 2023 12:57 PM by Randy Massie

Addendum #2 Confirmed Apr 28, 2023 12:57 PM by Randy Massie

# QUESTIONNAIRE

## 1. Subcontractor Disclosure Form

within two (2) hours of Bid Opening.

First\_tier\_sub.pdf

## 2. Bid Bond\*

A 10% bid bond, certified check, or cashier's check shall accompany each bid on all projects and shall be forfeited if the bidder fails to enter into a Contract with the City of Sweet Home within ten (10) days after the date of the Notice of Award.

Bid\_bond.pdf

# 3. Insurance and Bonding

If selected, bidder will furnish insurance certificates, Performance Bond, and Payment Bond following Notice of Award.

Confirmed

# 4. OFFER\*

Bidder attests that they have carefully examined the Special Instructions, Project/Specifications, General Instructions and all other related material and information, and agrees to comply with the terms set forth in those documents and to furnish the services described at the rates or sum bid?

Bidder further agrees that this offer will remain in effect at the rates or sum bid for a period of not less than 180 calendar days from the date that bids are due and that this offer may not be withdrawn or modified during that time unless otherwise agreed upon by the City?

Yes

# 5. Collusion and Discrimination\*

The Bidder hereby certifies that this bid is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The Bidder hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

Confirmed

# 6. Tax\*

The Bidder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. The City may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

Confirmed

# 7. Resident Bidder \*

Is the Bidder a resident as defined in ORS 279A.120\*?

\*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the vendor is a resident vendor . Nonresident vendor shall comply with the provisions of ORS 279A.120(3).

No

8. I certify that I have read, understood and agree to the requirements in the solicitation, and that I am authorized to submit this Bid on behalf of my company.\*

Confirmed

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Include the grand total amount for the completion of the entire scope.	1	LS	\$244,220.00	\$244,220.00
TOTAL					\$244,220.00

#### FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: Hunc Replace Subject Fo	r sweet home	61
Bid Closing Date & Time:	, 2:00 PM.	
Bid Open Time:	, 2:00 PM.	
Disclosure Due Date & Time:	, 4:00 PM.	

Bid total greater than \$100,000?	Yes	(Yes / No, if No, subcontractor information is not
required).	1	

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on this form.

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000, see ORS 279C.370. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000 whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid, the Bidder must disclose the following information about that subcontractor either in its Bid submission, or within two hours after Bid Closing:

- The name of each subcontractor, and
- The category of work to be performed, and
- The dollar value of the subcontract.

Compliance with the disclosure and submittal requirements outlined herein and in ORS 279C.370 and its amendments is a matter of Responsiveness. Bids that are submitted by the Bid Closing Time, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.

Subcontractor's	s Name	Category of Work	Dollar Value of Subcontract
Northa	side Electric	Electrical	7,330
Use additional s	heets of this page if necessary.	Juster Cuhan	
Submitted by:	Columbia Allier Ser	رBidder & Contact	Name)
	360-903-0894	(Phone #).	



# ANCHOR INSURANCE & SURETY, INC.

One Centerpointe Dr., Ste 190, Lake Oswego, OR 97035 • 100 E. 13th St., Ste. 111, Vancouver, WA 98660 Mailing Address: PO Box 2808, Portland, OR 97208 • PH: 503-224-2500 • FAX: 503-224-9830

# **BID BOND ENCLOSED**

#### DATE: April 25, 2023 **Delivery: Electronic Bid**

TO: Columbia Allied Services, Inc.

RE: Bid date: April 28, 2023

Job Title: HVAC System for Police Department, ITB #2023-Const-006

Obligee: City of Sweet Home

Enclosed is the Bid Bond you ordered.

Pre-check all signatures, dates, amounts and job descriptions to avoid having a low bid rejection because of a clerical error.

Re-verify that the Bid Bond form attached is the form required by the specification.

Please provide bid results as soon as possible.

Sincerely,

Gloria Bruning Bond Account Manager

**Final Bond Rates:** 

FIRST \$	100,000	\$17.45	PER \$1,000.
NEXT \$	400,000	\$17.45	PER \$1,000.
NEXT \$	2,000,000	\$13.80	PER \$1,000.
NEXT \$	2,500,000	S	PER \$1,000.
NEXT \$	2,500,000	\$	PER \$1,000.
OVER\$	7,500,000	\$	PER \$1,000.

Where time for completion is over 12 months or 366 calendar days, add 1% for each extra full month.

Premium is subject to change based on the Final Contract Price, warranty, and maintenance time surcharge. Premium includes a one-year bonded warranty only.

#### BID OR PROPOSAL BOND

#### KNOW ALL BY THESE PRESENTS:

#### Bond N/A

That We, Columbia Allied Services, Inc. of 27316 NE 10th Ave., Ridgefield, WA 98642

(hereinafter called the principal), as principal, and <u>Travelers Casualty and Surety Company of America</u>, a corporation organized and doing business under and by virtue of the laws of the State of <u>Connecticut</u>, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of <u>Oregon</u> <u>City of Sweet Home, 3225 Main St., Sweet Home, OR 97386</u> (hereinafter called the Obligee)

in the just and full sum of Ten Percent of the Total Amount Bid----

Dollars (\$ \_\_\_\_\_\_) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal for the HVAC System for Police Department, IFB #2023-Const-006

in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefor.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS	WHEREOF, said Principal	and said Surety have caused these p	resents to be duly s	signed and sealed this	25th
day of	April	, 2023			

Columbia Allied Services, Inc.

beneral. Manager

Travelers Casualty and Surety Company of America

one Sump Gloria Bruning, Attorney-in-Fact Bv





#### Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Gloria Bruning of PORTLAND , Oregon , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and

acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.



Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Senior Vice President, any Senior Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I. Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

10



evin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



City of Sweet Home Police Department Jason Ogden, Chief of Police 3225 Main Street, Sweet Home, OR 97386

# PROPOSAL DOCUMENT REPORT

Const No. 2023-Const-006 <u>HVAC System for Police Department</u> RESPONSE DEADLINE: April 28, 2023 at 2:00 pm Report Generated: Tuesday, May 2, 2023

# Walker Heating and AC, INC. Proposal

# CONTACT INFORMATION

Company:

Walker Heating and AC, INC.

Email: walkerheatingandac@gmail.com

**Contact:** Melissa Walker

Address: 2222 Main Street Sweet Home, OR 97386

**Phone:** (541) 367-8706

Website: N/A

Submission Date: Apr 19, 2023 12:20 PM
# ADDENDA CONFIRMATION

Addendum #1 Confirmed Apr 26, 2023 6:56 AM by Melissa Walker

Addendum #2 Confirmed Apr 26, 2023 3:26 PM by Melissa Walker

# QUESTIONNAIRE

## 1. Subcontractor Disclosure Form

within two (2) hours of Bid Opening.

HPSCAN\_20230419182658993\_2023-04-19\_182747572.pdfHPSCAN\_20230419183217302\_2023-04-

19\_183305803.pdfEstimate\_2767\_(1).pdfYSC036G3EMB0000\_Submittal.pdfYSC048G3EMB0000\_Submittal.pdfYSC060G3EMB0000\_S ubmittal.pdfYSC090H3EMA0001\_Submittal.pdfTC42ACTC80R1\_Submittal.pdfTC43ACTC90R3\_Submittal.pdfBAYBARM011A\_INSTALL.p dfBAYECON086B\_INSTALL.pdf

# 2. Bid Bond\*

A 10% bid bond, certified check, or cashier's check shall accompany each bid on all projects and shall be forfeited if the bidder fails to enter into a Contract with the City of Sweet Home within ten (10) days after the date of the Notice of Award.

COI-Sweet\_Home\_Police\_Department.PDF

# 3. Insurance and Bonding

If selected, bidder will furnish insurance certificates, Performance Bond, and Payment Bond following Notice of Award.

Confirmed

# 4. OFFER\*

Bidder attests that they have carefully examined the Special Instructions, Project/Specifications, General Instructions and all other related material and information, and agrees to comply with the terms set forth in those documents and to furnish the services described at the rates or sum bid?

Bidder further agrees that this offer will remain in effect at the rates or sum bid for a period of not less than 180 calendar days from the date that bids are due and that this offer may not be withdrawn or modified during that time unless otherwise agreed upon by the City?

Yes

### 5. Collusion and Discrimination\*

The Bidder hereby certifies that this bid is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The Bidder hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

Confirmed

# 6. Tax\*

The Bidder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. The City may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

Confirmed

## 7. Resident Bidder \*

Is the Bidder a resident as defined in ORS 279A.120\*?

\*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the vendor is a resident vendor . Nonresident vendor shall comply with the provisions of ORS 279A.120(3).

Yes

8. I certify that I have read, understood and agree to the requirements in the solicitation, and that I am authorized to submit this Bid on behalf of my company.\*

Confirmed

PRICE TABLI
-------------

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Include the grand total amount for the completion of the entire scope.	1	LS	\$131,844.00	\$131,844.00
TOTAL					\$131,844.00

### A. AGREEMENT CITY OF SWEET HOME, OREGON

This agreement, made an entered into by and between Warker Hatingard AC, INC hereinafter called the "Contractor", and City of Sweet Home, Oregon, a political subdivision of the State of Oregon, hereinafter called the "Owner".

#### WITNESSETH:

WHEREAS, the Contractor has submitted the lowest acceptable bid to Owner and the contract has been awarded to the Contractor and parties hereto are desirous of entering into an agreement for the performance of the said work.

NOW, THEREFORE, Contractor and Owner, for the consideration herein stated agree as follows:

**ARTICLE 1**: The Contractor agrees to do all the work and furnish all the materials, labor, tools and equipment for the construction of the <u>Succ Dept.</u> Project in accordance with the Bid and this Agreement made by the Contractor.

**ARTICLE 2**: The following documents together comprise the Contract Documents and are hereby made a part of this Contract Agreement:

- Addenda, if any modifications incorporated into the documents before their execution.
- Plans and Drawings
- Bidding Requirements, including:
  - Invitation to Bid
  - o Project Information
  - o General Conditions
  - General Instructions
- Bid forms, including:
  - o Offer
  - o Bid Schedule
  - o Certification and Contract Offer
  - o Bid Guaranty
  - First-Tier Subcontractors Disclosure Form
  - o Bidder Responsibility Form
- Contract Forms includeing:
  - o Contract Agreement
  - Performance Bond
  - o Payment Bond
  - Selection of Retainage Option
- Other documents referred to in the contract documents are part of the contract by reference.
- Change Orders and Price Agreements duly issued contract modifications after the contract documents are executed.

**ARTICLE 3**: In consideration of the faithful performance of the work herein embraced, the Owner agrees to pay Contractor such sum as shall be determined by the Department of Support Services/Facilities Management Division, City of Sweet Home, Oregon based upon work

and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the dates set forth below.

**CONTRACTOR:** 

Vanker Heatingard AC. INC.

Contractor Legal Business

City Manager

Date

**CITY OF SWEET HOME:** 

Contractor Signature Kylan Warker

Title

4-19-23

Date

performed and in the manner set forth in the Contract Documents.

ARTICLE 4: The Contractor agrees that work under this contract shall be completed in accordance with the specified contract time. In the event Contractor fails to complete work within the timeras herein mentioned, or in the extended time agreed upon, liquidated damage shall be computed and paid as specified in the General Instructions to Bidders.

ARTICLE 5: The Contractor agrees to faithfully complete and perform all of the obligations of this Contract, shall make payment promptly as due, to all subcontractors and to all persons supplying to the Contractor or their subcontractors, equipment, supplies, labor or materials for the prosecution of the work provided for in this Contract or any part thereof; shall pay all contributions or amounts due the State Industrial Accident fund and the State Unemployment Compensation Trust Fund from the Contractor or subcontractors incurred in the performance of this Contract and pay all sums of money withheld from the employees of said Contractor and payable to the Department of Revenue pursuant to ORS 316.167; shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished; shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor of all sums which the contractor has agreed to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of their employees pursuant to any law, Contractor or agreement for the purposes of providing or paying for such service; shall pay all other just debts, dues, and demands incurred in the performance of the contract; and shall in all respects perform said Contract according to law.

**ARTICLE 6**: The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract for a period of one year after the date of formal notice of substantial completion by the Owner and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

**ARTICLE 7**: It is expressly understood that this Contract in all respects shall be governed by the laws of the State of Oregon, and the ordinances and regulations of City of Sweet Home.

**ARTICLE 8**: In the event of any action for any purpose to enforce the terms of this Contract, the losing party will pay the prevailing party, in addition to the costs and disbursements allowed by law, such sum as the court may adjudge reasonable as attorney fees for the prosecution of said suit or action, including appeal. Any action arising out of this contract shall be brought in the District or Circuit Court for City of Sweet Home, Oregon or the Federal District Court for the State of Oregon, which courts shall have exclusive venue.

**ARTICLE 9**: In compliance with ORS 279.350 and as part of this bid, the Bidder herein agrees and it shall be a condition of their bond that in performing this contract they shall pay and cause to be paid not less than the state prevailing rate of wages as of the date of their bid for and to each and every worker who may be employed in and about the performance of their contract. If the public officers who make the contract determine at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, they may retain from the monies due to the contractor an amount sufficient to make up the difference between the wages actually paid and prevailing rate of wages and they may also cancel the contract.

ARTICLE 10: This agreement is binding upon the heirs, executors, administrators, successors

#### WALKER HEATING & AC, INC. PO Box 318 Sweet Home, OR 97386 US (541) 367-8706 walkerheatingandac@gmail.com CCB# 208491



# Estimate

ADDRESS

Jason Ogden Sweet Home Police Station 1950 Main St Sweet Home, OR 97386

ESTIMATE #	DATE	EXPIRATION DATE
2767	04/17/2023	05/08/2023

ACTIVITY	QTY	RATE	AMOUNT
Installation- Trane Install 1- Trane-YSC036G3EMB0000 3 ton 14 SEER 100,000 BTU rooftop package HVAC unit supplying West perimeter offices. Installation includes labor, sheet metal transitions, filter housing, filter, thermostat and all install materials. Our installations will include the removal of old equipment and remove from premises.	1	17,044.00	17,044.00
Services Boom Truck for removal and replacement of HVAC unit.	1	800.00	800.00
Installation- Trane Install 1- Trane-YSC048G3EMB0000 4 ton 14 SEER 100,000 BTU rooftop package HVAC unit supplying West interior zone. Installation includes labor, sheet metal transitions, filter housing, filter, thermostat and all install materials. Our installations will include the removal of old equipment and remove from premises.	1	12,300.00	12,300.00
Services Boom Truck for removal and replacement of HVAC unit.	1	800.00	800.00
Installation- Trane Install 1- Trane-YSC048G3EMB0000 4 ton 14 SEER 100,000 BTU rooftop package HVAC unit supplying East interior zone. Installation includes labor, sheet metal transitions, filter housing, filter, thermostat and all install materials. Our installations will include the removal of old equipment and remove from	1	12,300.00	12,300.00

ACTIVITY	QTY	RATE	AMOUNT
premises.			
Services Boom Truck for removal and replacement of HVAC unit.	1	800.00	800.00
Installation- Trane Install 1- Trane-YSC060G3EMB0000 5 ton 14 SEER 100,000 BTU rooftop package HVAC unit supplying locker room zone. Installation includes labor, sheet metal transitions, filter housing, filter, thermostat and all install materials. Our installations will include the removal of old equipment and remove from premises.	1	13,500.00	13,500.00
Services Boom Truck for removal and replacement of HVAC unit.	1	800.00	800.00
Installation- Trane Install 1- Trane-YSC060G3EMB0000 5 ton 14 SEER 100,000 BTU rooftop package HVAC unit supplying North perimeter and vestibule zone. Installation includes labor, sheet metal transitions, filter housing, filter, thermostat and all install materials. Our installations will include the removal of old equipment and remove from premises.	1	13,500.00	13,500.00
Services Boom Truck for removal and replacement of HVAC unit.	1	800.00	800.00
Installation- Trane Install 1- Trane-YSC090H3EMA0001 7.5 ton 14 SEER 150,000 BTU rooftop package HVAC unit supplying locker room zone. Installation includes labor, sheet metal transitions, filter housing, filter, thermostat and all install materials. Our installations will include the removal of old equipment and remove from premises.	1	14,900.00	14,900.00
Services Boom Truck for removal and replacement of HVAC unit.	1	800.00	800.00
Installation- General Install 1- GREENHECK-IGX-109-H12-5- E 5 ton 150,000 BTU 100% outside air heating and cooling unit supplying holding area.	1	39,700.00	39,700.00
Services Boom Truck for removal and replacement of HVAC unit.	1	800.00	800.00
Permit Fee Permit Fee	1	3,000.00	3,000.00

ACTIVITY	QTY	RATE	AMOUNT
Terms *1/2 Down and Balance On Completion You will be notified if price increases from our vendor before materials are received. * Boom truck and permit fees are calculated replacing all 6 units at 1 time. * If units are replaced at different times. Boom truck and permits will need to be reevaluated.	1	0.00	0.00
* All work to be completed at Sweet Home Police Sta Home, Oregon, 97386.	ation. 1950 Maiı	n St. Sweet	TOTAL \$131,844.00

\* Equipment is on back order 12+ weeks once ordered.

Accepted By

Accepted Date



# Trane Precedent Gas/Electric Packaged Rooftop

Unit Overview - YSC036G3EMB**00000000000000000000000000000000000										
Application	Unit Size	Supply Fan		External Dimensions (in.)			We	ight	EER	IEER/SEER
DX cooling, gas heat	3 Ton (036)	Airflow	External Static Pressure	Height	Width	Length	Minimum	Maximum	12.0 EER	
U		1200 cfm	0.500 in H2O	3.41 ft	3.69 ft	5.82 ft	472.0 lb	747.0 lb		
Unit Features										
Offic Lieu									Dati la	
V	oltage/phase/	/hertz 208-23	30/60/3						1 8 1 8 1 1	
		<b>MCA</b> 19.90	A			and the second second				
		<b>MOP</b> 30.00	A			1.		/ a		

#### Controls

#### Unit Controls Electro mechanical controls 3ph

Cooling Section			
Entering Dry Bulb	80.00 F	Capa	acity
Entering Wet Bulb	67.00 F	Gross Total	36.97 MBh
Ambient Temp	95.00 F	Gross Sensible	29.79 MBh
Leaving Coil Dry Bulb	57.21 F	Net Total	35.94 MBh
Leaving Coil Wet Bulb	57.21 F	Net Sensible	28.76 MBh
Leaving Unit Dry Bulb	58.99 F	Fan Motor Heat	1.03 MBh
Leaving Unit Wet Bulb	57.90 F	Refrig Charge-circuit 1	3.2 lb
Refrigeration S	system Options		
Leaving Dew Point	57.21 F		

#### **Heating Section**

Heating Stages	2
Output Heating Capacity	81.00 MBh
Output Heating Capacity with Fan	82.25 MBh
Heating EAT	70.00 F
Heating LAT	132.70 F
Heating Temp Rise	62.70 F

#### Fan Section

Indoor F	an Data	Outdoor	Fan Data
Туре	FC Centrifugal	Туре	Propeller
Drive Type	Direct	Fan Quantity	1
Indoor Fan F	Performance	Drive Type	Direct
Airflow	1200 cfm	Outdoor Fan	Performance
Design ESP	0.500 in H2O	Condenser Fan FLA	0.00 A
Indoor Motor Operating Power	0.40 bhp	Exhaust	Fan Data
Indoor Motor Power	0.30 kW	Туре	FC Centrifugal
Indoor RPM	918 rpm	Drive Type	Direct
Indoor Fan FLA	0.00 A	Exhaust Fan	Performance
		Exhaust Fan FLA	0.00 A

Compressor Section							
P	ower 0.00 kW						
Circuit 1	<b>RLA</b> 0.00 A						
2018-04-25 21:14:40Z Circuit 2	RLA 1.10 A						





DIMENSION DRAWING





#### ISOMETRIC-PACKAGED COOLING



#### ELECTRICAL / GENERAL DATA

'GENERAL   (2)(4)(8)     Model:   YSC     Unit Operating Voltage:   187-     Unit Primary Voltage:   208     Unit Secondary Voltage   230     Unit Hentz:   60     Unit Phase:   3     EER/SEER   12.0     Standard Motor   MFS:     MC A:   19.9     MFS:   30.0	C036G Overs -253 M.CA: M.FS: M.CB: 0/14.0 Field In 9 M.CA: 0 M.FS: 0 M.CB:	ized Motor N/A N/A N/A N/A nstalled Oversized Motor N/A N/A N/A	HEATING PERFORMAN HEATING - GENERAL DATA Heating Model: Heating Input (BTU): Heating Output (BTU): No. Burners: No. Stages Gas Inlet Pressure Natural Gas (Min/Mix): LP (Min/Max) Gas Pipe Connection Size:	CE M edium 100,000/70,000 81,000/56,700 3 2 4.5/14.0 11.0/14.0 1/2"	
INDOOR MOTOR Standard Motor Number: 1 Horsepower: 0.75 Motor Speed (RPM): Phase 1 Full Load Amps: 5.7 Locked Rotor Amps:		Oversized Motor Number: N Horsepower: N Motor Speed (RPM): N Phase N Full Load Amps: N Locked Rotor Amps: N	/A  /A  /A  /A  /A	Field Installed Oversize Number: Horsepower: Motor Speed (RPM): Phase Full Load Amps: Locked Rotor Amps:	ed M otor N/A N/A N/A N/A N/A N/A
COMPRESSOR Circuit 1/2 Number: 1 Horsepower: 2.8 Phase: 3 Rated Load Amps: 12.8 Locked Rotor Amps: 95.0			OUTDOOR MOTOR Number: 1 Horsepower: 0.25 Motor Speed (RPM): 110 Phase: 3 Full Load Amps: 1.1 Locked Rotor Amps: 3.6	5	
POWER EX HAUST ACCESSORY (Field Installed Power Exhaust) Phase: N/A Horsepower: N/A Motor Speed (RPM): N/A Full Load Amps: N/A Locked Rotor Amps: N/A	(3)	Type: T   Furnished: Y   Number 2   Recommended 2	hrowa way fes 0"x35"x2"	REFRIGERANT <sup>(2)</sup> Type Factory Charge Circuit #1 3.2 lb Circuit #2 N/A	

NOTES:

Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
Value does not include Power Exhaust Accessory.
Value includes oversized motor.

5. Value does not include Power Exhaust Accessory.

6. EER is rated at AHRI conditions and in accordance with DOE test procedures.





#### INSTALLED ACCESSORIES NET WEIGHT DATA

ACCESSORY	WEIGHTS				
ECONOMIZER					
MOTORIZED OUTSIDE AIR DAMPER					
M ANU AL OUTSIDE AIR DAM PER					
BAR OM ETRIC RELIEF					
OVERSIZED MOTOR					
BELT DRIVE MOTOR					
POWEREXHAUST					
THROUGHT THE BASE ELECTRICAL/GAS (FIOPS)					
UNIT MOUNTED CIRCUIT BREAKER (FIOPS)					
UNIT MOUNTED DISCONNECT (FIOPS)					
POWERED CONVENIENCE OUTLET (FIOPS)					
HINGED DOORS (FIOPS)					
HAIL GUARD					
SMOKE DETECTOR, SUPPLY/RETURN					
NOVAR CONTROL					
STAINLESS STEEL HEAT EXCHANGER					
REHEAT					
ROOF CURB					
BASIC UNIT WEIGHTS CORNER WEIGHTS	CENTER OF GRAVITIY				
SHIPPING NET (A) 193.0 lb (C) 45.0 lb	(E) LENGHT (F) WIDTH				
577.0 lb 472.0 lb B 178.0 lb D 55.0 lb	33" 9"				

'N OTE 1. 2.

All weights are approximate. Weights for options that are not list refer to Installation guide. The actual weight are listed on the unit nameplate. 3.

Refer to unit nameplate and installation guide for weights before scheduling transportation and installation

The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight. . Verify weight, connection, and all dimension with installer documents before installation.

Corner weights are given for information only. N et/Shipping weight of optional accessories should be added to unit weight when ordering factory or field



PACKAGED GAS / ELECTRICAL

RIGGING AND CENTER OF GRAVITY



CLEARANCE FROM TOP OF UNIT 72"



CLEARANCE 36"

PACKAGED GAS / ELECTRIC CLEARANCE NOOF OPENING UNIT OUTLINE 44 1/2" 44 1/2" 44 1/2" 68 3/16"

PACKAGED GAS/ELECTRIC

DOWNFLOW TYPICAL ROOF OPENING



#### General

The units shall be convertible airflow. The operating range shall be between 115°F and 0°F in cooling as standard from the factory for units with microprocessor controls. Operating range for units with electromechanical controls shall be between 115°F and 40°F. Cooling performance shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be cULus listed and labeled, classified in accordance for Central Cooling Air Conditioners.

#### Casing

Unit casing shall be constructed of zinc coated, heavy gauge, galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Unit's surface shall be tested 672 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. Service panels shall have lifting handles and be removed and reinstalled by removing two fasteners while providing a water and air tight seal. All exposed vertical panels and top covers in the indoor air section shall be insulated with a cleanable foilfaced, fire-retardant permanent, odorless glass fiber material. The base of the unit shall be insulated with 1/8 inch, foil-faced, closed-cell insulation. All insulation edges shall be either captured or sealed. The unit's base pan shall have no penetrations within the perimeter of the curb other than the raised 1 1/8 inch high downflow supply/return openings to provide an added water integrity precaution, if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting, with forklift capabilities on three sides of the unit.

#### **Unit Top**

The top cover shall be one piece construction or, where seams exist, it shall be double-hemmed and gasket-sealed. The ribbed top adds extra strength and enhances water removal from unit top.

#### Filters

Throwaway filters shall be standard on all units. Optional 2-inch MERV 8 and MERV 13 filters shall also be available.

#### Compressors

All units shall have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of unit nameplate voltage. Internal overloads shall be provided with the scroll compressors.

Dual compressors are outstanding for humidity control, light load cooling conditions and system backup applications. Dual compressors are available on 7½-10 ton models and allow for efficient cooling utilizing 3-stages of compressor operation for all high efficiency models.

#### Indoor Fan

The following units shall be equipped with a direct drive plenum fan design (T/YSC120F,T/YHC074F, T/YHC092F,T/YHC102F, 120F). Plenum fan design shall include a backward-curved fan wheel along with an external rotor direct drive variable speed indoor motor. All plenum fan designs will have a variable speed adjustment potentiometer located in the control box.

3 to 5 ton units (high efficiency 3-phase with optional motor) are belt driven, FC centrifugal fans with adjustable motor sheaves. 3 to 5 ton units (standard and high efficiency 3-phase) have multispeed, direct drive motors. All 6 to 8½ ton units (standard efficiency) shall have belt drive motors with an adjustable idler-arm assembly for quick-adjustment to fan belts and motor sheaves. All motors shall be thermally protected. All 10 tons, 6 ton (074), 7½ to 8½ (high efficiency) units have variable speed direct drive motors. All indoor fan motors meet the U.S. Energy Policy Act of 1992 (EPACT).



#### **Outdoor Fans**

The outdoor fan shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor shall be permanently lubricated and shall have built-in thermal overload protection.

#### **Evaporator and Condenser Coils**

Internally finned, 5/16" copper tubes mechanically bonded to a configured aluminum plate fin shall be standard. Evaporator coils are standard for all 3 to 10 ton standard efficiency models. Microchannel condenser coils are standard for all 3 to 10 ton standard efficiency models and 4, 5, 6, 7.5, 8.5 ton high efficiency models. The microchannel type condenser coil is not offered on the 4 and 5 ton dehumidification model. Due to flat streamlined tubes with small ports, and metallurgical tube-to-fin bond, microchannel coil has better heat transfer performance. Microchannel condenser coil can reduce system refrigerant charge by up to 50% because of smaller internal volume, which leads to better compressor reliability. Compact all-aluminum microchannel coils also help to reduce the unit weight. These all aluminum coils are recyclable. Galvanic corrosion is also minimized due to all aluminum construction. Strong aluminum brazed structure provides better fin protection. In addition, flat streamlined tubes also make microchannel coils more dust resistant and easier to clean. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 600 psig. The assembled unit shall be leak tested to 465 psig. The condenser coil shall have a patent pending 1+1+1 hybrid coil designed with slight gaps for ease of cleaning. A plastic, dual-sloped, removable and reversible condensate drain pan with through-the-base condensate drain is standard.

#### Controls

Unit shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. A choice of microprocessor or electromechanical controls shall be available. Microprocessor controls provide for all 24V control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection. 24-volt electromechanical control circuit shall include control transformer and contactor

#### High Pressure Control

All units include High Pressure Cutout as standard.

#### Phase monitor

Phase monitor shall provide 100% protection for motors and compressors against problems caused by phase loss, phase imbalance, and phase reversal. Phase monitor is equipped with an LED that provides an ON or FAULT indicator. There are no field adjustments. The module will automatically reset from a fault condition.

#### **Refrigerant Circuits**

Each refrigerant circuit offer thermal expansion valve as standard. Service pressure ports, and refrigerant line filter driers are factory-installed as standard. An area shall be provided for replacement suction line driers.



#### **Gas Heating Section**

The heating section shall have a progressive tubular heat exchanger design using stainless steel burners

and corrosion resistant steel throughout. An induced draft combustion blower shall be used to pull the combustion products through the firing tubes. The heater shall use a direct spark ignition (DSI) system. On initial call for heat, the combustion blower shall purge the heat exchanger for 20 seconds before ignition After three unsuccessful ignition attempts, the entire heating system shall be locked out until manually reset at the thermostat/zone sensor. Units shall be suitable for use with natural gas or propane (field-installed kit) and also comply with the California requirement for low NOx emissions (Gas/Electric Only).



# Trane Precedent Gas/Electric Packaged Rooftop

Unit Ove	rview - YS	C048G3EN	/IB**000000	000000000	0000000000	0000				
Application	Unit Size	Supp	ly Fan	Exterr	nal Dimensio	ns (in.)	Weight		EER	IEER/SEER
DX cooling, gas heat	4 Ton (048)	Airflow	External Static Pressure	Height	Width	Length	Minimum	Maximum	12.0 EER	14.00
U		1600 cfm	0.500 in H2O	3.41 ft	3.69 ft	5.82 ft	492.0 lb	767.0 lb		
Unit Feat	tures									
Unit Elec	trical									
V	oltage/phase/	/hertz 208-23	30/60/3						·1 8 8 8 9 9 9 9	
		MCA 25.40	A			1000			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
		MOP 35.00	A			and the second	100		880000	
						-/		2		

Controls

#### Unit Controls Electro mechanical controls 3ph

Cooling Section			
Entering Dry Bulb	80.00 F	Capa	acity
Entering Wet Bulb	67.00 F	Gross Total	48.90 MBh
Ambient Temp	95.00 F	Gross Sensible	38.79 MBh
Leaving Coil Dry Bulb	56.90 F	Net Total	47.58 MBh
Leaving Coil Wet Bulb	56.90 F	Net Sensible	37.47 MBh
Leaving Unit Dry Bulb	58.68 F	Fan Motor Heat	1.32 MBh
Leaving Unit Wet Bulb	57.60 F	Refrig Charge-circuit 1	3.5 lb
Refrigeration S	ystem Options		
Leaving Dew Point	56.91 F		

		-		
HOA	tina	50	C 11	O h
Ilea	ung	00	GU	
	<u> </u>			

Heating Stages	2
Output Heating Capacity	v 81.00 MBh
Output Heating Capacity with Far	82.58 MBh
Heating EAT	70.00 F
Heating LAT	117.10 F
Heating Temp Rise	47.10 F

#### Fan Section

Indoor Fan Data		Outdoor	Fan Data
Type FC Centrifu	ıgal	Туре	Propeller
Drive Type Direct		Fan Quantity	1
Indoor Fan Performanc	e	Drive Type	Direct
Airflow 1600 cfm		Outdoor Fan	Performance
Design ESP 0.500 in H2	20	Condenser Fan FLA	0.00 A
Indoor Motor Operating Power 0.50 bhp		Exhaust	Fan Data
Indoor Motor Power 0.37 kW		Туре	FC Centrifugal
Indoor RPM 945 rpm		Drive Type	Direct
Indoor Fan FLA 0.00 A		Exhaust Fan	Performance
		Exhaust Ean El A	0.00 A

Compressor Section					
Pow	<b>ver</b> 0.00 kW				
Circuit 1 RI	<b>LA</b> 0.00 A				
2018-04-18 22:24:57Z Circuit 2 RI	<b>LA</b> 1.40 A				









#### ISOMETRIC-PACKAGED COOLING



#### ELECTRICAL / GENERAL DATA

'GENERAL   (2)(4)(6)     Model:   YS     Unit Operating Voltage:   201     Unit Primary Voltage:   201     Unit Secondary Voltage   231     Unit Secondary Voltage   231     Unit Hertz:   60     Unit Hertz:   31     EE R/SEER   12.     Standard Motor   25.     MFS:   35.     MC B:   35.	SC048G Overs 37-253 MCA 38 MFS: 30 MCB 2.0/14.0 Field I 5.4 MCA: 5.0 MFS: 5.0 MCB:	sized Motor N/A N/A N/A N/A nstalled Oversized Motor N/A N/A N/A	HEATING PERFORMAN HEATING - GENERAL DAT/ Heating Model: Heating Input (BTU): Heating Output (BTU): No. Burners: No. Stages Gas Inlet Pressure Natural Gas (Min/Mix): LP (Min/Max) Gas Pipe Connection Size:	CE M edium 100,000/70,000 81,000/56,700 3 2 4.5/14.0 11.0/14.0 1/2"	
INDOOR MOTOR Standard M otor Number: 1 Horsepower: 1.0 Motor Speed (RPM): Phase 1 Full Load Amps: 6.9 Locked R otor Amps:		Oversized Motor Number: I Horsepower: Motor Speed (RPM): P Phase F Full Load Amps: M Locked Rotor Amps: M	1/A 1/A 1/A 1/A 1/A 1/A	Field Installed Oversiz Number: Horsepower: Motor Speed (RPM): Phase Full Load Amps: Locked Rotor Amps:	ed Motor N/A N/A N/A N/A N/A N/A
COMPRESSOR Circuit 1/2 Number: 1 Horsepower: 3.6 Phase: 3 Rated Load Amps: 13.7 Locked Rotor Amps: 83.1			OUTDOOR MOTOR Number: 1 Horsepower: 0.3 Motor Speed (RPM): 110 Phase: 1 Full Load Amps: 1.4 Locked Rotor Amps: 4.6	3 0	
POWER EX HAUST ACCESSORY (Field Installed Power Exhaust) Phase: N/A Horsepower: N/A Motor Speed (RPM): N/A Full Load Amps: N/A Locked Rotor Amps: N/A	(3)	Type:	Throwa way fes 2 20"x35"x2"	REFRIGERANT <sup>(2)</sup> Type Factory Charge Circuit#1 31/2 Circuit#2 N/A	-

NOTES:

Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
Value does not include Power Exhaust Accessory.
Value includes oversized motor.

5. Value does not include Power Exhaust Accessory.

6. EER is rated at AHRI conditions and in accordance with DOE test procedures.





# PACKAGED GAS / ELECTRICAL

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CORNER WEIGHT



ACCESSORY

PACKAGED GAS / ELECTRICAL

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RIGGING AND CENTER OF GRAVITY

#### INSTALLED ACCESSORIES NET WEIGHT DATA

WEIGHTS



Job Name: . Prepared By: Gensco Stock Unit Tag: YSC048G3EMB00 Quantity: 1

CLEARANCE FROM TOP OF UNIT 72"



CLEARANCE 36"

PACKAGED GAS / ELECTRIC CLEARANCE ROOF OPENING UNIT OUTLINE 44 1/2" 44 1/2" 46 3/16"

PACKAGED GAS/ELECTRIC

DOWNFLOW TYPICAL ROOF OPENING



Job Name: . Prepared By: Gensco Stock Unit Tag: YSC048G3EMB00 Quantity: 1

#### General

The units shall be convertible airflow. The operating range shall be between 115°F and 0°F in cooling as standard from the factory for units with microprocessor controls. Operating range for units with electromechanical controls shall be between 115°F and 40°F. Cooling performance shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be cULus listed and labeled, classified in accordance for Central Cooling Air Conditioners.

#### Casing

Unit casing shall be constructed of zinc coated, heavy gauge, galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Unit's surface shall be tested 672 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. Service panels shall have lifting handles and be removed and reinstalled by removing two fasteners while providing a water and air tight seal. All exposed vertical panels and top covers in the indoor air section shall be insulated with a cleanable foilfaced, fire-retardant permanent, odorless glass fiber material. The base of the unit shall be insulated with 1/8 inch, foil-faced, closed-cell insulation. All insulation edges shall be either captured or sealed. The unit's base pan shall have no penetrations within the perimeter of the curb other than the raised 1 1/8 inch high downflow supply/return openings to provide an added water integrity precaution, if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting, with forklift capabilities on three sides of the unit.

#### **Unit Top**

The top cover shall be one piece construction or, where seams exist, it shall be double-hemmed and gasket-sealed. The ribbed top adds extra strength and enhances water removal from unit top.

#### Filters

Throwaway filters shall be standard on all units. Optional 2-inch MERV 8 and MERV 13 filters shall also be available.

#### Compressors

All units shall have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of unit nameplate voltage. Internal overloads shall be provided with the scroll compressors.

Dual compressors are outstanding for humidity control, light load cooling conditions and system backup applications. Dual compressors are available on 7½-10 ton models and allow for efficient cooling utilizing 3-stages of compressor operation for all high efficiency models.

#### Indoor Fan

The following units shall be equipped with a direct drive plenum fan design (T/YSC120F,T/YHC074F, T/YHC092F,T/YHC102F, 120F). Plenum fan design shall include a backward-curved fan wheel along with an external rotor direct drive variable speed indoor motor. All plenum fan designs will have a variable speed adjustment potentiometer located in the control box.

3 to 5 ton units (high efficiency 3-phase with optional motor) are belt driven, FC centrifugal fans with adjustable motor sheaves. 3 to 5 ton units (standard and high efficiency 3-phase) have multispeed, direct drive motors. All 6 to 8½ ton units (standard efficiency) shall have belt drive motors with an adjustable idler-arm assembly for quick-adjustment to fan belts and motor sheaves. All motors shall be thermally protected. All 10 tons, 6 ton (074), 7½ to 8½ (high efficiency) units have variable speed direct drive motors. All indoor fan motors meet the U.S. Energy Policy Act of 1992 (EPACT).



#### **Outdoor Fans**

The outdoor fan shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor shall be permanently lubricated and shall have built-in thermal overload protection.

#### **Evaporator and Condenser Coils**

Internally finned, 5/16" copper tubes mechanically bonded to a configured aluminum plate fin shall be standard. Evaporator coils are standard for all 3 to 10 ton standard efficiency models. Microchannel condenser coils are standard for all 3 to 10 ton standard efficiency models and 4, 5, 6, 7.5, 8.5 ton high efficiency models. The microchannel type condenser coil is not offered on the 4 and 5 ton dehumidification model. Due to flat streamlined tubes with small ports, and metallurgical tube-to-fin bond, microchannel coil has better heat transfer performance. Microchannel condenser coil can reduce system refrigerant charge by up to 50% because of smaller internal volume, which leads to better compressor reliability. Compact all-aluminum microchannel coils also help to reduce the unit weight. These all aluminum coils are recyclable. Galvanic corrosion is also minimized due to all aluminum construction. Strong aluminum brazed structure provides better fin protection. In addition, flat streamlined tubes also make microchannel coils more dust resistant and easier to clean. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 600 psig. The assembled unit shall be leak tested to 465 psig. The condenser coil shall have a patent pending 1+1+1 hybrid coil designed with slight gaps for ease of cleaning. A plastic, dual-sloped, removable and reversible condensate drain pan with through-the-base condensate drain is standard.

#### Controls

Unit shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. A choice of microprocessor or electromechanical controls shall be available. Microprocessor controls provide for all 24V control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection. 24-volt electromechanical control circuit shall include control transformer and contactor

#### High Pressure Control

All units include High Pressure Cutout as standard.

#### Phase monitor

Phase monitor shall provide 100% protection for motors and compressors against problems caused by phase loss, phase imbalance, and phase reversal. Phase monitor is equipped with an LED that provides an ON or FAULT indicator. There are no field adjustments. The module will automatically reset from a fault condition.

#### **Refrigerant Circuits**

Each refrigerant circuit offer thermal expansion valve as standard. Service pressure ports, and refrigerant line filter driers are factory-installed as standard. An area shall be provided for replacement suction line driers.



#### **Gas Heating Section**

The heating section shall have a progressive tubular heat exchanger design using stainless steel burners

and corrosion resistant steel throughout. An induced draft combustion blower shall be used to pull the combustion products through the firing tubes. The heater shall use a direct spark ignition (DSI) system. On initial call for heat, the combustion blower shall purge the heat exchanger for 20 seconds before ignition After three unsuccessful ignition attempts, the entire heating system shall be locked out until manually reset at the thermostat/zone sensor. Units shall be suitable for use with natural gas or propane (field-installed kit) and also comply with the California requirement for low NOx emissions (Gas/Electric Only).



# Trane Precedent Gas/Electric Packaged Rooftop

Unit Overview - YSC060G3EMB**00000000000000000000000000000000000										
Application	Unit Size	Supp	oly Fan	Exterr	nal Dimensio	ns (in.)	Weight		EER	IEER/SEER
DX cooling, gas heat	5 Ton (060)	Airflow	External Static Pressure	Height	Width	Length	Minimum	Maximum	12.0 EER	
Ū		2000 cfm	0.500 in H2O	3.41 ft	3.69 ft	5.82 ft	522.0 lb	797.0 lb		
Unit Feat	tures							0		
Unit Elec	trical									
V	oltage/phase/	/hertz 208-23	30/60/3						1 8 18 6 10 10	
		MCA 28.30	A			1000			62230	
		<b>MOP</b> 40.00	A			-		-		

#### Controls

#### Unit Controls Electro mechanical controls 3ph

Cooling Section	
Entering Dry Bulb 80.00 F	Capacity
Entering Wet Bulb 67.00 F	Gross Total 59.98 MBh
Ambient Temp 95.00 F	Gross Sensible 49.31 MBh
Leaving Coil Dry Bulb 57.55 F	Net Total 57.75 MBh
Leaving Coil Wet Bulb 57.55 F	Net Sensible 47.08 MBh
Leaving Unit Dry Bulb 59.34 F	Fan Motor Heat 2.22 MBh
Leaving Unit Wet Bulb 58.24 F	Refrig Charge-circuit 1 4.8 lb
Refrigeration System Options	
Leaving Dew Point 57.56 F	

#### **Heating Section**

Heating Stages	2
Output Heating Capacity	81.00 MBh
Output Heating Capacity with Fan	83.22 MBh
Heating EAT	70.00 F
Heating LAT	107.80 F
Heating Temp Rise	37.80 F

#### Fan Section

Indoor F	Fan Data	Outdoor	Fan Data
Туре	FC Centrifugal	Туре	Propeller
Drive Type	Direct	Fan Quantity	1
Indoor Fan I	Performance	Drive Type	Direct
Airflow	2000 cfm	Outdoor Fan	Performance
Design ESP	0.500 in H2O	Condenser Fan FLA	0.00 A
Indoor Motor Operating Power	0.72 bhp	Exhaust	Fan Data
Indoor Motor Power	0.54 kW	Туре	FC Centrifugal
Indoor RPM	1027 rpm	Drive Type	Direct
Indoor Fan FLA	0.00 A	Exhaust Fan	Performance
		Exhaust Fan FLA	0 00 A

Compressor Section								
Power	0.00 kW							
Circuit 1 RLA	0.00 A							
2018-04-26 16:58:06Z Circuit 2 RLA	1.40 A							





DIMENSION DRAWING

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#### ISOMETRIC-PACKAGED COOLING



Job Name: . Prepared By: . Unit Tag: YSC060G3EMB00 Quantity: 1

#### ELECTRICAL / GENERAL DATA

'GENERAL     (2)(4)(8)       Model:     YSC060G     O       Unit Operating Voltage:     187-253     M       Unit Primary Voltage:     208     M       Unit Secondary Voltage:     208     M       Unit Secondary Voltage     230     M       Unit Hertz:     60     0       Unit Hertz:     61     0       Standard Motor     Fie     12.0/14.0       Standard Motor     Fie     MCA:       MFS:     40.0     M       MCB:     40.0     M	versized Motor CA: N/A FS: N/A CB: N/A eld Installed Oversized Motor CA: N/A FS: N/A CB: N/A	HEATING PERFORMAN HEATING - GENERAL DAT/ Heating Model: Heating Input (BTU): Heating Output (BTU): No. Burners: No. Stages Gas Inlet Pressure Natural Gas (Min/Mix): LP (Min/Max) Gas Pipe Connection Size:	CE M edium 100,000/70,000 81,000/56,700 3 2 4.5/14.0 11.0/14.0 1/2"
INDOOR MOTOR Standard Motor Number: 1 Horsepower: 1.0 Motor Speed (RPM): Phase 1 Full Load Amps: 6.9 Locked Rotor Amps:	Oversized Motor Number: N/ Horsepower: N/ Motor Speed (RPM): N/ Phase N/ Full Load Amps: N/ Locked Rotor Amps: N/	'А 'А 'А 'А 'А	Field Installed Oversized Motor Number: N/A Horsepower: N/A Motor Speed (RPM): N/A Phase N/A Full Load Amps: N/A Locked Rotor Amps: N/A
COMPRESSOR Circuit 1/2 Number: 1 Horsepower: 4.3 Phase: 3 Rated Load Amps: 15.9 Locked Rotor Amps: 110.0		OUTDOOR MOTOR Number: 1 Horsepower: 0.44 Motor Speed (RPM): 110 Phase: 1 Full Load Amps: 1.4 Locked Rotor Amps: 5.2	0
POWER EX HAUST ACCESSORY <sup>(3)</sup> (Field Installed Power Exhaust) Phase: N/A Horsepower: N/A Motor Speed (R PM): N/A Full Load Amps: N/A Locked Rotor Amps: N/A	FILTERS Type: Th Furnished: Ye Number 2 Recommended 20	nrowa way is "x35"x2"	REFRIGERANT <sup>(2)</sup> Type Factory Charge Circuit #1 4.8 lb Circuit #2 N/A

NOTES:

Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
Value does not include Power Exhaust Accessory.
Value includes oversized motor.

5. Value does not include Power Exhaust Accessory.

6. EER is rated at AHRI conditions and in accordance with DOE test procedures.





#### PACKAGED GAS / ELECTRICAL CORNER WEIGHT

ACCESSOR	ORY					WEIGHTS		
ECONOMIZ	ER							
MOTORIZED	OUTSIDE AI	R DAMP	ER					
M ANU AL OU	ITSIDE AIR D	AM PE R						
BAROMETR	IC RELIEF							
OVERSIZED	MOTOR							
BELT DRIVE	MOTOR							
POWEREX	HAUST							
THROUGHT	THE BASE E		CAL/GAS (FIO	PS)				
UNIT MOUN	TED CIRCUIT	BRE AK	ER (FIOPS)					
UNIT MOUN	TED DISCON	NECT (F	IOPS)					
POWERED	CONVENIENC	E OUTL	ET (FIOPS)					
HINGED DO	ORS (FIOPS)							
HAIL GUAR	D							
SMOKE DET	FECTOR, SUP	PLY/RE	ETURN					
NOVAR COM	NTROL							
STAINLESS	STEEL HEAT	EXCHAI	NGER					
REHEAT								
ROOF CURB								
BASIC UNIT	WEIGHTS	CORNER WEIGHTS			CEI	CENTER OF GRAVITIY		
SHIPPING	NET		214.0 lb	C	52.0 lb	(E) L	(E) LENGHT (F) WIDTH	
627.0 lb	522.0 lb	B	193.0 lb	$\bigcirc$	63.0 lb	33	33" 10"	

INSTALLED ACCESSORIES NET WEIGHT DATA

NOTE: 1. 2.

4.

All weights are approximate. Weights for options that are not list refer to Installation guide. The actual weight are listed on the unit nameplate. 3.

Refer to unit nameplate and installation guide for weights before scheduling transportation and installation ofunit.

The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight. . Verify weight, connection, and all dimension with installer documents before installation.

Corner weights are given for information only. N et/Shipping weight of optional accessories should be added to unit weight when ordering factory or field



PACKAGED GAS / ELECTRICAL

RIGGING AND CENTER OF GRAVITY



CLEARANCE FROM TOP OF UNIT 72"



PACKAGED GAS / ELECTRIC CLE AR AN CE \_ \_ \_ \_ \_ \_ ROOF OPENING-UNIT OUTLINE -----44 1/2" 37 40" 68 3/16"

PACKAGED GAS/ELECTRIC

DOWNFLOW TYPICAL ROOF OPENING



General

The units shall be convertible airflow. The operating range shall be between 115°F and 0°F in cooling as standard from the factory for units with microprocessor controls. Operating range for units with electromechanical controls shall be between 115°F and 40°F. Cooling performance shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be cULus listed and labeled, classified in accordance for Central Cooling Air Conditioners.

#### Casing

Unit casing shall be constructed of zinc coated, heavy gauge, galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Unit's surface shall be tested 672 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. Service panels shall have lifting handles and be removed and reinstalled by removing two fasteners while providing a water and air tight seal. All exposed vertical panels and top covers in the indoor air section shall be insulated with a cleanable foilfaced, fire-retardant permanent, odorless glass fiber material. The base of the unit shall be insulated with 1/8 inch, foil-faced, closed-cell insulation. All insulation edges shall be either captured or sealed. The unit's base pan shall have no penetrations within the perimeter of the curb other than the raised 1 1/8 inch high downflow supply/return openings to provide an added water integrity precaution, if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting, with forklift capabilities on three sides of the unit.

#### **Unit Top**

The top cover shall be one piece construction or, where seams exist, it shall be double-hemmed and gasket-sealed. The ribbed top adds extra strength and enhances water removal from unit top.

#### **Filters**

Throwaway filters shall be standard on all units. Optional 2-inch MERV 8 and MERV 13 filters shall also be available.

#### Compressors

All units shall have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of unit nameplate voltage. Internal overloads shall be provided with the scroll compressors.

Dual compressors are outstanding for humidity control, light load cooling conditions and system backup applications. Dual compressors are available on 7½-10 ton models and allow for efficient cooling utilizing 3-stages of compressor operation for all high efficiency models.

#### Indoor Fan

The following units shall be equipped with a direct drive plenum fan design (T/YSC120F,T/YHC074F, T/YHC092F,T/YHC102F, 120F). Plenum fan design shall include a backward-curved fan wheel along with an external rotor direct drive variable speed indoor motor. All plenum fan designs will have a variable speed adjustment potentiometer located in the control box.

3 to 5 ton units (high efficiency 3-phase with optional motor) are belt driven, FC centrifugal fans with adjustable motor sheaves. 3 to 5 ton units (standard and high efficiency 3-phase) have multispeed, direct drive motors. All 6 to 8½ ton units (standard efficiency) shall have belt drive motors with an adjustable idler-arm assembly for quick-adjustment to fan belts and motor sheaves. All motors shall be thermally protected. All 10 tons, 6 ton (074), 7½ to 8½ (high efficiency) units have variable speed direct drive motors. All indoor fan motors meet the U.S. Energy Policy Act of 1992 (EPACT).



#### **Outdoor Fans**

The outdoor fan shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor shall be permanently lubricated and shall have built-in thermal overload protection.

#### **Evaporator and Condenser Coils**

Internally finned, 5/16" copper tubes mechanically bonded to a configured aluminum plate fin shall be standard. Evaporator coils are standard for all 3 to 10 ton standard efficiency models. Microchannel condenser coils are standard for all 3 to 10 ton standard efficiency models and 4, 5, 6, 7.5, 8.5 ton high efficiency models. The microchannel type condenser coil is not offered on the 4 and 5 ton dehumidification model. Due to flat streamlined tubes with small ports, and metallurgical tube-to-fin bond, microchannel coil has better heat transfer performance. Microchannel condenser coil can reduce system refrigerant charge by up to 50% because of smaller internal volume, which leads to better compressor reliability. Compact all-aluminum microchannel coils also help to reduce the unit weight. These all aluminum coils are recyclable. Galvanic corrosion is also minimized due to all aluminum construction. Strong aluminum brazed structure provides better fin protection. In addition, flat streamlined tubes also make microchannel coils more dust resistant and easier to clean. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 600 psig. The assembled unit shall be leak tested to 465 psig. The condenser coil shall have a patent pending 1+1+1 hybrid coil designed with slight gaps for ease of cleaning. A plastic, dual-sloped, removable and reversible condensate drain pan with through-the-base condensate drain is standard.

#### Controls

Unit shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. A choice of microprocessor or electromechanical controls shall be available. Microprocessor controls provide for all 24V control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection. 24-volt electromechanical control circuit shall include control transformer and contactor

#### High Pressure Control

All units include High Pressure Cutout as standard.

#### Phase monitor

Phase monitor shall provide 100% protection for motors and compressors against problems caused by phase loss, phase imbalance, and phase reversal. Phase monitor is equipped with an LED that provides an ON or FAULT indicator. There are no field adjustments. The module will automatically reset from a fault condition.

#### **Refrigerant Circuits**

Each refrigerant circuit offer thermal expansion valve as standard. Service pressure ports, and refrigerant line filter driers are factory-installed as standard. An area shall be provided for replacement suction line driers.



#### **Gas Heating Section**

The heating section shall have a progressive tubular heat exchanger design using stainless steel burners

and corrosion resistant steel throughout. An induced draft combustion blower shall be used to pull the combustion products through the firing tubes. The heater shall use a direct spark ignition (DSI) system. On initial call for heat, the combustion blower shall purge the heat exchanger for 20 seconds before ignition After three unsuccessful ignition attempts, the entire heating system shall be locked out until manually reset at the thermostat/zone sensor. Units shall be suitable for use with natural gas or propane (field-installed kit) and also comply with the California requirement for low NOx emissions (Gas/Electric Only).


## Trane Precedent Gas/Electric Packaged Rooftop

Unit Overview - YSC090H3EMA**C00000000000000000000000000000000000										
Application	Unit Size	Supp	oly Fan	External Dimensions (in.)			Weight		EER	IEER/SEER
DX cooling, gas heat	7.5 Ton Single	Airflow	External Static Pressure	Height	Width	Length	Minimum	Maximum	11.2 EER	12.70
U	compressor	3000 cfm	0.500 in H2O	3.41 ft	4.44 ft	7.39 ft	832.0 lb	1167.0 lb		
Unit Feat	tures									
F	Fresh Air Sele	ction Econ-	dry bulb 0-100%	ն 3hp						
Unit Elec	ctrical								. Britis	
v	oltage/phase/	<b>hertz</b> 208-2	30/60/3						E E E STOLEN	
		MCA 38.00	A			and the second second	in .		E STATUT	
		<b>MOP</b> 60.00	A				100 000			

### Controls

Unit Controls Electro mechanical controls 3ph

Cooling Section								
Entering Dry Bulb	80.00 F	Capa	acity					
Entering Wet Bulb	67.00 F	Gross Total	92.50 MBh					
Ambient Temp	95.00 F	Gross Sensible	71.16 MBh					
Leaving Coil Dry Bulb	58.04 F	Net Total	88.04 MBh					
Leaving Coil Wet Bulb	57.04 F	Net Sensible	66.70 MBh					
Leaving Unit Dry Bulb	59.76 F	Fan Motor Heat	4.46 MBh					
Leaving Unit Wet Bulb	57.70 F	Refrig Charge-circuit 1	7.5 lb					
Refrigeration S	System Options							
Leaving Dew Point	56.39 F							

### **Heating Section**

Heating Stages	1
Output Heating Capacity	120.00 MBh
Output Heating Capacity with Far	124.46 MBh
Heating EAT	70.00 F
Heating LAT	107.30 F
Heating Temp Rise	37.30 F

### **Fan Section**

Indoor F	Fan Data	Outdoor	Fan Data
Туре	FC Centrifugal	Туре	Propeller
Drive Type	Belt	Fan Quantity	1
Indoor Fan F	Performance	Drive Type	Direct
Airflow	3000 cfm	Outdoor Fan	Performance
Design ESP	0.500 in H2O	Outdoor Motor Power	0.69 kW
Component SP	0.140 in H2O	Condenser Fan FLA	3.30 A
Total SP	0.640 in H2O	Exhaust	Fan Data
Indoor Motor Operating Power	1.43 bhp	Туре	FC Centrifugal
Indoor Motor Power	1.07 kW	Drive Type	Direct
Indoor RPM	1004 rpm	Exhaust Fan	Performance
Indoor Fan FLA	3.30 A	Exhaust Fan FLA	3.30 A



### Compressor Section Power 6.53 kW Circuit 1 RLA 25.00 A Circuit 2 RLA 0.00 A







### ELECTRICAL / GENERAL DATA

'GENERAL(2)(4)(6)Model:YSC090HOveUnit Operating Voltage:187-253MCUnit Primary Voltage:208MFUnit Secondary Voltage230MCUnit Hertz:60UnitUnit Phase:3EEREER11.2Standard MotorMCA:38.0MC/MFS:60.0MFMCB:60.0MC	versized Motor     HEATING       CA:     N/A       S:     N/A       CB:     N/A       CB:     N/A       Heating In       Heating In       Heating In       No. Burner       No. Stages       Id Installed Oversized Motor       S:     N/A       S:     N/A       CA:     N/A       CB:     N/A	PERFORMANCE           GENERAL DATA           idel:         Medium           uit (BTU):         150,000/105,000           tput (BTU):         120,000/84,000           s:         3           ressure         2           ressure         5 (Min/Mix):         4.5/14.0           x)         11.0/14.0           sonnection Size:         3/4"
INDOOR MOTOR Standard Motor Number: Horsepower: Motor Speed (RPM): Phase Full Load Amps: Locked Rotor Amps:	Oversized Motor Number: N/A Horsepower: N/A Motor Speed (RPM): N/A Phase N/A Full Load Amps: N/A Locked Rotor Amps: N/A	Field Installed Oversized Motor Number: N/A Horsepower: N/A Motor Speed (RPM): N/A Phase N/A Full Load Amps: N/A Locked Rotor Amps: N/A
COMPRESSORCircuit 1/2Number:1Horsepower:6.7Phase:3Rated Load Amps:25.0Locked Rotor Amps:164.0	OUTDOC Number: Horsepowe Motor Spee Phase: Full Load A Locked Ro	R MOTOR 1 17: 0.7 19 10 10 10 10 10 10 10 10 10 10
POWER EXHAUST ACCESSORY <sup>(3)</sup> (Field Installed Power Exhaust) Phase: N/A Horsepower: N/A Motor Speed (RPM): N/A Full Load Amps: N/A Locked Rotor Amps: N/A	FILTERS Type: Throwaway Furnished: Yes Number 4 Recommended 16"x25"x2"	REFRIGERANT <sup>(2)</sup> Type Factory Charge Circuit #1 7.5 lb Circuit #2 N/A

NOTES:

Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
 Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
 Value does not include Power Exhaust Accessory.
 Value includes oversized motor.

5. Value does not include Power Exhaust Accessory.

6. EER is rated at AHRI conditions and in accordance with DOE test procedures.





### PACKAGED GAS / ELECTRICAL CORNER WEIGHT



ACCESSORY	WEIGHTS									
ECONOMIZER	36.0 lb									
MOTORIZED OUTSIDE AI										
MANUAL OUTSIDE AIR DA										
BAROMETRIC RELIEF	BAROMETRIC RELIEF									
OVERSIZED MOTOR										
BELT DRIVE MOTOR										
POWER EXHAUST										
THROUGHT THE BASE E	LECTRICAL/GAS (FIOF	PS)								
UNIT MOUNTED CIRCUIT	BREAKER (FIOPS)									
UNIT MOUNTED DISCON	NECT (FIOPS)									
POWERED CONVENIENC	E OUTLET (FIOPS)									
HINGED DOORS (FIOPS)										
HAIL GUARD	HAIL GUARD									
SMOKE DETECTOR, SUP	PLY / RETURN									
NOVAR CONTROL										
STAINLESS STEEL HEAT	EXCHANGER									
REHEAT										
ROOF CURB										
BASIC UNIT WEIGHTS	BASIC UNIT WEIGHTS CORNER WEIGHTS CE									
SHIPPING NET	A 206.0 lb	C 127.0 lb	(E) LENGHT (F) WIDTH							
853.0 lb         760.0 lb         B         237.0 lb         D         190.0 lb         36"         22"										

INSTALLED ACCESSORIES NET WEIGHT DATA

### NOTE:

All weights are approximate. 1.

2 Weights for options that are not list refer to Installation guide.

3.

- The actual weight are listed on the unit nameplate. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation 4. of unit. 5
- The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight. . Verify weight, connection, and all dimension with installer documents before installation.
- Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field



PACKAGED GAS / ELECTRICAL

RIGGING AND CENTER OF GRAVITY

# Г



### CLEARANCE 36"

CLEARANCE FROM TOP OF UNIT 72"



HORIZONTAL CLEARANCE 18"

CLEARANCE 36"



PACKAGED GAS/ELECTRIC

DOWNFLOW TYPICAL ROOF OPENING



### General

The units shall be convertible airflow. The operating range shall be between 115°F and 0°F in cooling as standard from the factory for units with microprocessor controls. Operating range for units with electromechanical controls shall be between 115°F and 40°F. Cooling performance shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be cULus listed and labeled, classified in accordance for Central Cooling Air Conditioners.

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### **Filters**

Throwaway filters shall be standard on all units. Optional 2-inch MERV 8 and MERV 13 filters shall also be available.

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Dual compressors are outstanding for humidity control, light load cooling conditions and system backup applications. Dual compressors are available on 7½-10 ton models and allow for efficient cooling utilizing 3-stages of compressor operation for all high efficiency models.

### **Indoor Fan**

The following units shall be equipped with a direct drive plenum fan design (T/YSC120F,T/YHC074F, T/YHC092F,T/YHC102F, 120F). Plenum fan design shall include a backward-curved fan wheel along with an external rotor direct drive variable speed indoor motor. All plenum fan designs will have a variable speed adjustment potentiometer located in the control box.

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### **Outdoor Fans**

The outdoor fan shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor shall be permanently lubricated and shall have built-in thermal overload protection.

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Internally finned, 5/16" copper tubes mechanically bonded to a configured aluminum plate fin shall be standard. Evaporator coils are standard for all 3 to 10 ton standard efficiency models. Microchannel condenser coils are standard for all 3 to 10 ton standard efficiency models and 4, 5, 6, 7.5, 8.5 ton high efficiency models. The microchannel type condenser coil is not offered on the 4 and 5 ton dehumidification model. Due to flat streamlined tubes with small ports, and metallurgical tube-to-fin bond, microchannel coil has better heat transfer performance. Microchannel condenser coil can reduce system refrigerant charge by up to 50% because of smaller internal volume, which leads to better compressor reliability. Compact all-aluminum microchannel coils also help to reduce the unit weight. These all aluminum coils are recyclable. Galvanic corrosion is also minimized due to all aluminum construction. Strong aluminum brazed structure provides better fin protection. In addition, flat streamlined tubes also make microchannel coils more dust resistant and easier to clean. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 600 psig. The assembled unit shall be leak tested to 465 psig. The condenser coil shall have a patent pending 1+1+1 hybrid coil designed with slight gaps for ease of cleaning. A plastic, dual-sloped, removable and reversible condensate drain pan with through-the-base condensate drain is standard.

### Controls

Unit shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. A choice of microprocessor or electromechanical controls shall be available. Microprocessor controls provide for all 24V control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection. 24-volt electromechanical control circuit shall include control transformer and contactor

### **High Pressure Control**

All units include High Pressure Cutout as standard.

### **Phase monitor**

Phase monitor shall provide 100% protection for motors and compressors against problems caused by phase loss, phase imbalance, and phase reversal. Phase monitor is equipped with an LED that provides an ON or FAULT indicator. There are no field adjustments. The module will automatically reset from a fault condition.

### **Refrigerant Circuits**

Each refrigerant circuit offer thermal expansion valve as standard. Service pressure ports, and refrigerant line filter driers are factory-installed as standard. An area shall be provided for replacement suction line driers.



### **Gas Heating Section**

The heating section shall have a progressive tubular heat exchanger design using stainless steel burners

and corrosion resistant steel throughout. An induced draft combustion blower shall be used to pull the combustion products through the firing tubes. The heater shall use a direct spark ignition (DSI) system. On initial call for heat, the combustion blower shall purge the heat exchanger for 20 seconds before ignition After three unsuccessful ignition attempts, the entire heating system shall be locked out until manually reset at the thermostat/zone sensor. Units shall be suitable for use with natural gas or propane (field-installed kit) and also comply with the California requirement for low NOx emissions (Gas/Electric Only).

### Economizer

This accessory shall be available with or without barometric relief. The assembly includes fully modulating 0-100 percent motor and dampers, minimum position setting, preset linkage, wiring harness with plug, spring return actuator and fixed dry bulb control. The barometric relief shall provide a pressure operated damper that shall be gravity closing and shall prohibit entrance of outside air during the equipment off cycle. Optional solid state or differential enthalpy control shall be available for either factory or field installation. The economizer arrives in the shipping position and shall be moved to the operating position by the installing contractor.





# Installation Instructions

### **Barometric Relief Damper** Packaged Rooftop Units

Model Number: BAYBARM010*	Used With: Precedent <sup>™</sup> B or F Cabinet (digit30 = B/F) T/YSC060EDK, T/YZC036E*R, T/YHC036E*R, T/YHC037E*R, WSC060EDK, WSC060EDR, T/YSC036-060G*R, WSC036-048H, D/WHC036H
BAYBARM011*	Precedent <sup>™</sup> C, D or E Cabinet (digit30 = C/D/E) T/YSC072-120F*R, T/YSC072-120EDK, T/YHC047-067E*R, T/YHC072-120E/F*R, T/YZC048-120E/F*R, WSC072-120E*R, WSC072-090BDK, T/YHC048-060F*R, WSC060H, D/WHC048-060H

### A SAFETY WARNING

Only qualified personnel should install and service the equipment. The installation, Starting up, and servicing of heating, ventilating, and air-conditioning equipment can be hazardous and requires specific knowledge and training. Improperly installed, adjusted or altered equipment by an unqualified person could result in death or serious injury. When working on the equipment, observe all precautions in the literature and on the tags, stickers, and labels that are attached to the equipment.

### May 2017

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### A WARNING

**Proper Field Wiring and Grounding Required!** Failure to follow code could result in death or serious injury. All field wiring MUST be performed by qualified personnel. Improperly installed and grounded field wiring poses FIRE and ELECTROCUTION hazards. To avoid these hazards, you MUST follow requirements for field wiring installation and grounding as described in NEC and your local/state electrical codes.

### 

### **Personal Protective Equipment Required!**

Installing/servicing this unit could result in exposure to electrical, mechanical and chemical hazards. Before installing/servicing this unit, technicians MUST put on all Personal Protective Equipment (PPE) recommended for the work being undertaken. ALWAYS refer to appropriate MSDS sheets and OSHA guidelines for proper PPE. When working with or around hazardous chemicals, ALWAYS refer to the appropriate MSDS sheets and OSHA guidelines for information on allowable personal exposure involves resourced to the personal exposure involves resourced to the personal exposure with the personal exposure and bendling to the personal exp levels, proper respiratory protection and handling recommendations. If there is a risk of arc or flash, technicians MUST put on all necessary Personal Protective Equipment (PPE) in accordance with NFPA70E for arc/flash protection PRIOR to servicing the unit. Failure to follow recommendations could result in death or serious injury.

### 

### Follow FHS Policies

- Failure to follow instructions below could result in death or serious injury All Ingersoll Rand personnel must follow Ingersoll Rand Environmental, Health and Safety (EHS) policies when performing work such as hot work, electrical, fall protection, lockout/tagout, refrigerant handling, etc. All policies can be found on the BOS site. Where local regulations are more stringent than these policies, those
- regulations supersede these policies. Non-Ingersoll Rand personnel should always follow local regulations.

### Model Number Description

All products are identified by a multiple-character model number that precisely identifies a particular type of unit. Its use will enable the owner/ operator, installing contractors, and service engineers to define the operation, specific components, and other options for any specific unit. When ordering replacement parts or requesting service, be sure to refer to the specific model number and serial number printed on the unit nameplate.

### Warnings, Cautions, and Notices

Read this manual thoroughly before operating or servicing this unit. Safety advisories appear throughout this manual as required. Your personal safety and the proper operation of this machine depend upon the strict observance of these precautions.

he three types of advisories are defined as follows:							
A WARNING	Indicates a potentially hazardous situation which, if not avoided, could result in death or serious injury.						
<b>A</b> CAUTION	Indicates a potentially hazardous situation which if not avoided could result in minor or						
	moderate injury. It could also be used to alert						
NOTICE	Indicates a situation that could result in						
	equipment or property-damage only accidents.						

### Important Environmental Concerns

Scientific research has shown that certain man-made chemicals can affect the earth's naturally occurring stratospheric ozone layer when released to the atmosphere. In particular, several of the identified chemicals that may affect the ozone layer are refrigerants that contain Chlorine, Fluorine and Carbon (CFCs) and those containing Hydrogen, Chlorine, Fluorine and Carbon (HCFCs). Not all refrigerants containing these compounds have the same potential impact to the environment. Trane advocates the responsible handling of all refrigerants-including industry replacements for CFCs such as HCFCs and HFCs.

### Important Responsible Refrigerant Practices

Trane believes that responsible refrigerant practices are important to the environment, our customers, and the air conditioning industry. All technicians who handle refrigerants must be certified according to local rules. For the USA, the Federal Clean Air Act (Section 608) sets forth the requirements for handling, reclaiming, recovering and recycling of certain refrigerants and the equipment that is used in these service procedures. In addition, some states or municipalities may have additional requirements that must also be adhered to for responsible management of refrigerants. Know the applicable laws and follow them.

### Parts List

- 1 Barometric Relief Hood
- Duct Cover with Barometric Relief Cutout 1
- 1 Barometric Relief Blade 1 - Mist Eliminator
- 1 Rain Shield
- $(8)^1$  or  $(9)^2$  Screws (B or F Cabinet, digit 30=B/F)
- $(10)^1$  or  $(11)^2$  Screws (C, D or E Cabinet, digit 30=C/D/E)

### **Unpacking/Assembling Damper Shipped with Unit**

Note: This instruction covers installation of BAYBARM010\* and BAYBARM011\*.

### 

Hazardous Voltage! Failure to disconnect power before servicing could result in death or serious injury. Disconnect all electric power, including remote disconnects before servicing. Follow proper lockout/tagout procedures to ensure the power can not be inadvertently energized.

- 1. See Figure 1 through Figure 7.
- 2. Remove **1** and pull off the clear film covering it.

### Accessing components in storage location Figure 1.



Barometric Relief Damper shipped with unit. 2 Barometric Relief Damper accessory kit



Make sure the economizer is in the open position **19** before installing the barometric relief damper.

- Use three screws for (T/YHC047-067E, T/YHC048-060F, WSC060H, D/ WHC048-060H, T/W/Y072-120 units).
- 8. Remove screw **12**.
- 9. Attach **11** to **1** as shown.

Figure 4. Rain shield/Internal hood



### **Unpacking/Assembling Damper Shipped Separately**

Note: This instruction covers installation of BAYBARM010\* and BAYBARM011\*.

See Figure 5 and Figure 6.

1. Separate  $\mathbf{D}$  (and  $\mathbf{S}$ ) from the assembly of  $\mathbf{O}$  and  $\mathbf{O}$ .

Figure 5. Damper assembly



### See Figure 7.

- 1. If necessary, remove the existing duct cover from the unit.
- 2. Attach the assembly to the unit using six screws.
- Duct blockoff plate





Ingersoll Rand (NYSE:IR) advances the quality of life by creating comfortable, sustainable and efficient environments. Our people and our family of brands-including Club Car® Ingersoll Rand<sup>®</sup>, Thermo King<sup>®</sup> and Trane<sup>®</sup>—work together to enhance the quality and comfort of air in homes and buildings; transport and protect food and perishables; and increase industrial productivity and efficiency. We are a global business committed to a world of sustainable progress and enduring results.



ingersollrand.com

Ingersoll Rand has a policy of continuous product and product data improvement and reserves the right to change design and specifications without notice. We are committed to using environmentally conscious print practices.

ACC-SVN52N-EN 26 May 2017 Supersedes ACC-SVN52M-EN (Oct 2016)

### Installation Instructions

### Economizer Packaged Rooftop Units

### Model Number: Used With:

BAYECON085*	Precedent <sup>™</sup> B/F Cabinet with ReliaTel <sup>™</sup> Controls- T/YSC036-
	060E*R, WSC060EDR, T/YHC036E*R, T/YHC037E*R, T/YZC036E
	T/YSC036-060G*R, WSC036-048H, D/WHC036H
BAYECON086*	Precedent <sup>™</sup> B/F Cabinet with Electromechanical Controls-
	T/YHC036E*E, T/YSC036-060E*E, T/YSC036-060G*E
BAYECON087*	Precedent <sup>™</sup> C/D/E Cabinet with ReliaTel <sup>™</sup> Controls- T/YHC047E-
	067E*R, T/YHC048-60E*R, T/YHC072-102F*R, T/YHC120E*R,
	T/YSC(072-120)F*R, WSC072-120E*R, T/YHC048-060F*R,
	WSC060H, D/WHC048-060H, T/YZC048-120
BAYECON088*	Precedent <sup>™</sup> C/D/E Cabinet with Electromechanical Controls-
	T/YHC048E-120E*E, T/YSC(072-120)F*E, T/YHC(048-060)F*E,
	T/YHC092F*E, T/YHC074F(3/4)E

### A SAFETY WARNING

Only qualified personnel should install and service the equipment. The installation, starting up, and servicing of heating, ventilating, and air-conditioning equipment can be hazardous and requires specific knowledge and training. Improperly installed, adjusted or altered equipment by an unqualified person could result in death or serious injury. When working on the equipment, observe all precautions in the literature and on the tags, stickers, and labels that are attached to the equipment.

May 2017

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### Warnings, Cautions, and Notices

Read this manual thoroughly before operating or servicing this unit. Safety advisories appear throughout this manual as required. Your personal safety and the proper operation of this machine depend upon the strict observance of these precautions.

### The three types of advisories are defined as follows:



Indicates a potentially hazardous situation which, if not avoided, could result in death or serious njury



ndicates a potentially hazardous situation which, if not avoided, could result in minor or moderate injury. It could also be used to alert against unsafe

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Indicates a situation that could result in equipment or property-damage only accidents.

### Important Environmental Concerns

Scientific research has shown that certain man-made chemicals can affect the earth's naturally occurring stratospheric ozone layer when released to the atmosphere. In particular, several of the identified chemicals that may affect the ozone layer are refrigerants that contain Chlorine, Fluorine and Carbon (CFCs) and those containing Hydrogen, Chlorine, Fluorine and Carbon (HCFCs). Not all refrigerants containing these compounds have the same potential impact to the environment. Trane advocates the responsible handling of all refrigerants-including industry replacements for CFCs such as HCFCs and HFCs.

### Important Responsible Refrigerant Practices

Trane believes that responsible refrigerant practices are important to the environment, our customers, and the air conditioning industry. All technicians who handle refrigerants must be certified according to local rules. For the USA, the Federal Clean Air Act (Section 608) sets forth the requirements for handling, reclaiming, recovering and recycling of certain refrigerants and the equipment that is used in these service procedures. In addition, some states or municipalities may have additional requirements that must also be adhered to for responsible management of refrigerants. Know the applicable laws and follow them.

### 

Proper Field Wiring and Grounding Required!

Failure to follow code could result in death or serious injury. All field wiring fullet to found to be determined by qualified personnel. Improperly installed and grounded field wiring poses FIRE and ELECTROCUTION hazards. To avoid these hazards, you MUST follow requirements for field wiring installation and grounding as described in NEC and your local/state electrical codes.

### 

### Personal Protective Equipment Required!

Installing/servicing this unit could result in exposure to electrical, mechanical and chemical hazards. Before installing/servicing this unit, technicians MUST put on all Personal Protective Equipment (PPE) recommended for the work being undertaken. ALWAYS refer to appropriate MSDS sheets and OSHA guidelines for proper PPE. When working with or around hazardous chemic ALWAYS refer to the appropriate MSDS sheets and OSHA guidelines for information on allowable personal exposure levels, proper respiratory protection and handling recommendations. If there is a risk of arc or flash, technicians MUST put on all necessary Personal Protective Equipment (PPE) in accordance with NFPA70E for arc/flash protection PRIOR to servicing the unit. Failure to follow recommendations could result in death or serious injury.

### 

### Follow EHS Policies!

- Failure to follow instructions below could result in death or serious injury. All Ingersoll Rand personnel must follow Ingersoll Rand Environmental, Health and Safety (EHS) policies when performing work such as hot work electrical, fall protection, lockout/tagout, refrigerant handling, etc. All policies can be found on the BOS site. Where local regulations are more stringent than these policies, those regulations supersede these policies.
- Non-Ingersoll Rand personnel should always follow local regulations.



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3. If the unit has a smoke detector, remove knockout

See Figure 4 for reassembly.
1. Attach two screws at each location **1**.
2. Connect **1**. Do not allow more than 0.25 in. (6.25 mm) of rod to protrude through the ball joint at **1**.
2. If the use ball screws are screws backboxed and the screws backboxed at the



### Install Optional Sensors (ReliaTel<sup>™</sup> Only)

If the optional sensors for humidity and temperature monitoring are to be used (BAYENTH005\* and BAYENTH006\*), install them now using the instructions provided in the kits

### Install Duct Blockoff Plate (Downflow Units only)

*Important:* If power exhaust or barometric relief accessory kits are installed along with an economizer, do not install the duct blockoff plate. The duct blockoff plate is only installed on down flow units in a C, D or E cabinet

(digit 30 = C/D/E). See Figure 5.

For units without a smoke detector, install with flange pointing down
 For units with a smoke detector, remove knockout , and then install with flange pointing up.

### Parts list

- Economizer Assembly
- Mist Eliminato • 1 - Tie, Wire
- 10 Screws
- 1 Sensor, Thermistor (19 19 19)
   1 Grommet (19)
- Duct Blockoff Plate (1)
- 12 Screws
  1 Bottom Blockoff (<sup>(1)</sup>)

### **Field Installed Assembly and Installation**

This section covers installation of economizer units that were not installed in the rooftop unit at the factory.

### **Unpack Economizer**

### See Figure 1. Remove **①**, **②**, and **③**.

Remove the screws completely from ① and ②. Retain them for reassembly.
Do not remove the screws completely from ③.

### Figure 1. Unpacking the economizer



### Figure 5. Installing the duct blockoff plate



### Install Economizer into the Rooftop Unit

- See Figure 1, Figure 6, and Figure 10. 1. Lift the assembled economizer unit into position.
- 2. Fit the upper left hand corner around the channel in the cabinet post.
- Pivot the economizer into the opening in the cabinet. 4. Lift the economizer and panel assembly to align the upper screw holes.
- Secure the top left and top right with screws.
- Pull out on the bottom of the economizer and secure it with the bottom three screws <sup>(1)</sup>.
- Remove the filter access panel. Position <sup>1</sup> inside the filter section. <sup>1</sup> will slip over the three screws.
- Align the holes in the plate with the holes in the panel.
   Secure the bottom right with a screw <sup>(2)</sup>.
   Install the bottom blockoff <sup>(3)</sup> and secure it with three screws <sup>(3)</sup>.
- 12. Using field supplied silicone, apply sealant around economizer hood @.



### Install Mixed Air Sensor

- See Figure 7 and Figure 8.
  Install through (if applicable) and secure it with ().
  Connect () to existing jumper connections located in the indoor fan section.





Mixed Air Sensor for units with Plenum fan Y/TSC120F(3/4/W), Y/THC092-120E, Y/THC074-120F, Y/TZC072-120, WSC120E(3/4/W) Figure 8.



### Wiring Connections ReliaTel<sup>™</sup> Units

Locate unit wiring harness plug P7 and insert into J7 on the actuator motor. **Note:** If options module (RTOM) is not installed then connect plug 3P4 to 3J4 on the refrigeration module (RTRM) in the control box.

### **Electromechanical Units**

10

Insert wiring harness plug PPM2A into the actuator motor wiring harness, and then replace the access panels.

### Factory Installed Economizer Set-Up

This section covers setup of economizer units that have been installed in the rooftop unit at the factory.

**Downflow Configuration** 

### 

Hazardous Voltage! Failure to disconnect power before servicing could result in death or serious injury Disconnect all electric power, including remote disconnects before servicing. Follow proper lockout/tagout procedures to ensure the power can not be inadvertently energized.

### See Figure 6, Figure 9, and Figure 10.

- Remove filter access panel.
   Remove the screw that holds it in place, and then remove bottom blockoff from its shipping location. 3. Remove the bottom three screws from the economizer panel
- Full the economizer assembly out into operating position.
   Secure the economizer assembly with two screws <sup>(1)</sup>/<sub>(2)</sub> at the bottom of the
- corner posts.
  6. Install and secure with three screws a.
- 7. Using field supplied silicone, apply sealant around economizer hood 🕹

### **Horizontal Configuration**

### A WARNING

### Hazardous Voltage!

Failure to disconnect power before servicing could result in death or serious injury Disconnect all electric power, including remote disconnects before servicing ollow proper lockout/tagout procedures to ensure the power can not be inadvertently energized.

The economizer must be removed from the rooftop unit and reconfigured for horizontal operation.

- Remove filter access panel.
   Remove <sup>1</sup>/<sub>2</sub>, shown in Figure 1. (Leave the screws loosely in place.)
   Remove the bottom three screws and top two screws from the economizer
- panel.
- 4. Remove **1**, shown in Figure 5.
- Full the economizer assembly and end panel out of the unit.
   Reconfigure the damper for horizontal operation. See "Reconfigure the Damper (for Horizontal Installation only)" for instructions, and then return to this procedure.
- ReliaTel™ units only: If optional sensors for humidity and temperature monitoring are to be used (BAYENTH005\* and BAYENTH006\*), install them now. Use the instructions provided in the kits.
- 8. Remove supply and return duct covers from the horizontal openings and install over the downflow opening.9. Reinstall the economizer. See "Install Economizer into the Rooftop Unit" for
- instructions

### Minimum Position Setting for 1 Speed Indoor Fan

- 1. Apply power to the unit.
- Place the zone sensor fan selector in the fan "ON" position and the heat/cool selector in the "OFF" position to place the damper in the minimum ventilation position.
- 3. Turn the Min Pos potentiometer (on the roof top economizer module [RTEM]) clockwise to open or counterclockwise to close. The damper will open to this setting each time the blower circuit is energized. When adjusting minimum position, the damper may move to the new setting in several small steps.
- 4. Wait at least 15 seconds for the damper to settle at the new position.
- 5. Replace the filter access panel. The damper will close when the blower circuit is de-energized

### Minimum Position Setting for 7.5-10 ton and 17 Plus with Multi-Speed, Single Zone VAV or Variable Speed with eFlex™ and eDrive<sup>™</sup> with Single Zone VAV

- 1. Apply power to the unit
- Using the service test guide on unit access panel, momentarily jump across the Test 1 & Test 2 terminals on LTB1 one time to start indoor fan.
   Turn the MIN POS DCV potentiometer on the RTEM clockwise to open or
- counter-clockwise to close. The damper will open to this setting for low speed fan operation. When adjusting minimum position, the damper may move to the new setting in several small steps. Wait at least 15 seconds for the damper to settle at the new position. Range of damper for this setting is 0-100%.
- Momentarily jump across the Test 1 & Test 2 terminals on LTB1, to cycle 4 through test modes to Cool 1.
- 5. Turn the DCV SETPOINT LL potentiometer on the RTEM clockwise to open or counter-clockwise to close. This will set the minimum damper position at an intermediate point of fan operation. Range of damper for this setting is 0-100%
- Momentarily jump across the Test 1 & Test 2 terminals on LTB1, to cycle through test modes to Cool 2.
- 7. Turn the MIN POS DESIGN potentiometer on the RTEM clockwise to open or counter-clockwise to close. This will set the minimum damper position at maximum fan speed. Range of damper for this setting is 0-50%
- 8 The economizer minimum damper position for all fan speeds is complete. The RTEM will control minimum damper position along an imaginary line between the 3 damper minimum positions based on fan speed.

**Note:** The RTEM will limit intermediate minimum damper position to ensure proper ventilation based upon the low fan speed minimum damper position set in Step 3.

9. Replace the filter access panel. The damper will close when the blower circuit is de-eneraized.

### Dry Bulb Settings

Standard economizer dry bulb changeover is field selectable to four outdoor temperatures. See the following table for potentiometer settings. The selection is made on the RTEM.

### **Reference Enthalpy Settings**

Economizer enthalpy changeover is field selectable to 4 points. See the following table for potentiometer settings. The selection is made on the RTEM.

Potentiometer Setting	Dry Bulb	Enthalpy		
A	73ºF (22.8ºC)	27 Btu/lb (63 kJ/kg)		
В	70ºF (21.1ºC)	25 Btu/lb (58 kJ/kg)		
С	67ºF <sup>(a)</sup> (19.4ºC)	23 Btu/lb (53 kJ/kg)		
D	63ºF (17.2ºC)	22 Btu/lb (51 kJ/kg)		
E	55ºF (12.8ºC)	19 Btu/lb (44 KJ/Kg)		

### (a) Factory setting

### Table 2. Economizer option controls

Control Option	Enable Conditions <sup>(a)</sup>	Optional Sensors Required <sup>(b)</sup>
Dry Bulb (standard)	See Table 1	None
Reference Enthalpy (ReliaTel™ Only)	See Table 1	Outdoor Humidity (BAYENTH005*)
Comparative Enthalpy (ReliaTel™ Only)	Outdoor Air Enthalpy 3.0 BTU/lb. less than Return Air Enthalpy	Outdoor Humidity Return Humidity Return Temperature (BAYENTH006*)

(a) Economizing is enabled when these conditions are met.

(b) Conditions level will be self configured when optional sensors are connected.

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### Table 1. Potentiometer settings





Ingersoll Rand (NYSE:IR) advances the guality of life by creating comfortable, sustainable and efficient environments. Our people and our family of brands-including Club Car® Ingersoll Rand<sup>®</sup>, Thermo King<sup>®</sup> and Trane<sup>®</sup>—work together to enhance the quality and comfort of air in homes and buildings; transport and protect food and perishables; and increase industrial productivity and efficiency. We are a global business committed to a world of sustainable progress and enduring results.



(IR) Ingersoll Rand. IR THERMO KING



ingersollrand.com

Ingersoll Rand has a policy of continuous product and product data improvement and reserves the right to change design and specifications without notice We are committed to using environmentally conscious print practices.

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T C B R	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
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City of Sweet Home **Police Department** Jason Ogden, Chief of Police 3225 Main Street, Sweet Home, OR 97386

### PROPOSAL DOCUMENT REPORT

Const No. 2023-Const-006 <u>HVAC System for Police Department</u> RESPONSE DEADLINE: April 28, 2023 at 2:00 pm Report Generated: Tuesday, May 2, 2023

### Apex Mechanical LLC. Proposal

### CONTACT INFORMATION

<b>Company:</b> Apex Mechanical LLC.	
Email: gwen@apexmechanical.org	
<b>Contact:</b> Gwen Granger	
<b>Address:</b> 1507 SE Eaton Blvd. Battle Ground, WA 98604	
Phone: N/A	
Website: www.apexmechanicalbg.com	
Submission Date: Apr 28, 2023 1:06 PM	

### ADDENDA CONFIRMATION

Addendum #1 Confirmed Apr 26, 2023 3:26 PM by Gwen Granger

Addendum #2 Confirmed Apr 26, 2023 3:26 PM by Gwen Granger

### QUESTIONNAIRE

### 1. Subcontractor Disclosure Form

within two (2) hours of Bid Opening.

HVAC\_System\_for\_Police\_Department\_-\_Apex\_Mechanical\_LLC\_Subcontracor\_Form.pdf

### 2. Bid Bond\*

A 10% bid bond, certified check, or cashier's check shall accompany each bid on all projects and shall be forfeited if the bidder fails to enter into a Contract with the City of Sweet Home within ten (10) days after the date of the Notice of Award.

Sweet\_Home\_PD\_HVAC\_Apex\_Mechanical\_LLC\_Bid\_Bond.pdf

### 3. Insurance and Bonding

If selected, bidder will furnish insurance certificates, Performance Bond, and Payment Bond following Notice of Award.

Confirmed

### 4. OFFER\*

Bidder attests that they have carefully examined the Special Instructions, Project/Specifications, General Instructions and all other related material and information, and agrees to comply with the terms set forth in those documents and to furnish the services described at the rates or sum bid?

Bidder further agrees that this offer will remain in effect at the rates or sum bid for a period of not less than 180 calendar days from the date that bids are due and that this offer may not be withdrawn or modified during that time unless otherwise agreed upon by the City?

Yes

### 5. Collusion and Discrimination\*

The Bidder hereby certifies that this bid is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The Bidder hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

Confirmed

### 6. Tax\*

The Bidder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. The City may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

Confirmed

### 7. Resident Bidder \*

Is the Bidder a resident as defined in ORS 279A.120\*?

\*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the vendor is a resident vendor . Nonresident vendor shall comply with the provisions of ORS 279A.120(3).

No

8. I certify that I have read, understood and agree to the requirements in the solicitation, and that I am authorized to submit this Bid on behalf of my company.\*

Confirmed

PRICE TA	BLES
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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Include the grand total amount for the completion of the entire scope.	1	LS	\$260,705.00	\$260,705.00
TOTAL					\$260,705.00

### FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name:	[Subject]HVAC	System for Polic Departmen
Bid Closing Date & Time:	04/28/2023	, 2:00 PM.
Bid Open Time:	04/28/2023	, 2:00 PM.
<b>Disclosure Due Date &amp; Time:</b>	04//28/2023	, 4:00 PM.

Bid total greater than \$100,000? Yes (Yes / No, if No, subcontractor information is not required).

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on this form.

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000, see ORS 279C.370. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000 whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid, the Bidder must disclose the following information about that subcontractor either in its Bid submission, or within two hours after Bid Closing:

- The name of each subcontractor, and
- The category of work to be performed, and •
- The dollar value of the subcontract. ٠

Compliance with the disclosure and submittal requirements outlined herein and in ORS 279C.370 and its amendments is a matter of Responsiveness. Bids that are submitted by the Bid Closing Time, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.

Subcontractor's Name	Category of Work	Dollar Value of Subcontract
NONE		
Use additional sheets of this nage if necessary	•	•

Use additional sheets of this page if necessary.

Submitted by:	Apex Mechanical LLC, John Muonio	(Bidder & Contact Name)	)
-			

(360) 666-8735

(Phone #).

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Architects, A.I.A. Document No. A	310	
KNOW ALL BY THESE PRESENT	S, That we, Apex Mechanical,	LLC
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and the Fidelity and Deposit Co	mpany of Maryland	
of Seattle, Washington		, a corporation duly organized uno
he laws of the State of	, as Su	rety, hereinafter called the Surety, are held and firmly bound un
City of Sweet Home		as Obligee, hereinafter called the Oblig
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### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Linda Diane SHADDON, Dana Marie BRINKLEY, Tamara A. RINGEISEN, Kari Michelle MOTLEY, Misti Marie Brill, Donald Percell SHANKLIN, JR, Sara Sophie SELLIN, Michael S. MANSFIELD, Amber Lynn REESE of Portland, Oregon, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, scal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 04th day of February, A.D. 2021.



ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

Dawn & Brown

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 04th day of February, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



onstance a. Dum

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies. this 28th day of April 2023



By: Brian M. Hodges Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT **INFORMATION TO:** 

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 www.reportsfclaims@zurichna.com 800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



City of Sweet Home **Police Department** Jason Ogden, Chief of Police 3225 Main Street, Sweet Home, OR 97386

### PROPOSAL DOCUMENT REPORT

Const No. 2023-Const-006 <u>HVAC System for Police Department</u> RESPONSE DEADLINE: April 28, 2023 at 2:00 pm Report Generated: Tuesday, May 2, 2023

### AirX LLC Proposal

### CONTACT INFORMATION

### Company: AirX LLC Email: alex@airx.llc Contact: Alex Kemppainen Address: 8517 NE 244th St Battle Ground, WA 98604 Phone: N/A Website: AIRX.LLC Submission Date: Apr 28, 2023 1:58 PM

### ADDENDA CONFIRMATION

Addendum #1 Confirmed Apr 28, 2023 12:11 PM by Alex Kemppainen

Addendum #2 Confirmed Apr 28, 2023 12:11 PM by Alex Kemppainen

### QUESTIONNAIRE

### 1. Subcontractor Disclosure Form

within two (2) hours of Bid Opening.

Sub\_Disclosure.pdf

### 2. Bid Bond\*

A 10% bid bond, certified check, or cashier's check shall accompany each bid on all projects and shall be forfeited if the bidder fails to enter into a Contract with the City of Sweet Home within ten (10) days after the date of the Notice of Award.

Bid\_Bond.pdf

### 3. Insurance and Bonding

If selected, bidder will furnish insurance certificates, Performance Bond, and Payment Bond following Notice of Award.

Confirmed

### 4. OFFER\*

Bidder attests that they have carefully examined the Special Instructions, Project/Specifications, General Instructions and all other related material and information, and agrees to comply with the terms set forth in those documents and to furnish the services described at the rates or sum bid?

Bidder further agrees that this offer will remain in effect at the rates or sum bid for a period of not less than 180 calendar days from the date that bids are due and that this offer may not be withdrawn or modified during that time unless otherwise agreed upon by the City?

Yes

### 5. Collusion and Discrimination\*

The Bidder hereby certifies that this bid is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The Bidder hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

Confirmed

### 6. Tax\*

The Bidder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. The City may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

Confirmed

### 7. Resident Bidder \*

Is the Bidder a resident as defined in ORS 279A.120\*?

\*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the vendor is a resident vendor . Nonresident vendor shall comply with the provisions of ORS 279A.120(3).

No

8. I certify that I have read, understood and agree to the requirements in the solicitation, and that I am authorized to submit this Bid on behalf of my company.\*

Confirmed

PRICE	TABLES
TRICE	IADLLJ

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Include the grand total amount for the completion of the entire scope.	1	LS	\$191,070.00	\$191,070.00
TOTAL					\$191,070.00

### FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name:	Bid #2023-Const-006 H	AC System for Police Department
<b>Bid Closing Date &amp; Time:</b>	4/28/23	_, 2:00 PM.
Bid Open Time:	4/28/23	_, 2:00 PM.
Disclosure Due Date & Time:	4/28/23	_, 4:00 PM.

Bid total greater than \$100,000? Yes (Yes / No, if No, subcontractor information is not required).

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on this form.

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000, see ORS 279C.370. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000 whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid, the Bidder must disclose the following information about that subcontractor either in its Bid submission, or within two hours after Bid Closing:

- The name of each subcontractor, and
- The category of work to be performed, and
- The dollar value of the subcontract.

Compliance with the disclosure and submittal requirements outlined herein and in ORS 279C.370 and its amendments is a matter of Responsiveness. Bids that are submitted by the Bid Closing Time, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.

Subcontractor	's Name	Category	of Work	Dollar Value of Subcontract
NONE				
Use additional s	sheets of this page if necessary.			
Submitted by:	AirX LLC, Alex Kemppainen	A	_(Bidder & Contact	Name)
	3609015310		(Phone #).	

### **BID BOND**

DATE.	April 28, 2023
BOND NO.	NA
AMOUNT OF BID: (\$)	10%

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor) AirX LLC

as Principal, hereinafter called the PRINCIPAL, and

(Name of Surety) Merchants National Bonding Inc.

a corporation duly organized under the laws of the State of \_\_\_\_Iowa

having its principal place of business at <u>6700 Westown Pkwy, West Des Moines, IA 50266</u>, in the State of <u>Iowa</u>, and authorized to do business in the State of Oregon, as SURETY, hereinafter called the Surety, are held firmly and bound unto the City of Sweet Home, Oregon, as Obligee, hereinafter called the OBLIGEE, in the sum of

Dollars & Cents (\$ 10% ), (10% of total contract price)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

### THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for Bid #2023-Const-006, said Bid, by reference thereto, being hereby made a part hereof. HVAC System for Police Department

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contracts Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or on the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

A certified copy of the agent's power-of-attorney must be attached hereto.

Signed and sealed this	28th	day of April	, 20 23
Signed and Seared and			, = 0

PRINCIPAL: AirX LLC By: Title: Alex Kemppainen, Owner SURETY: Merchants National Bonding Inc. By: John Romano, Attorney-In-Fact

2003

IMPORTANT: Surety companies executing BONDS must appear on the TRANT Department's most current list (Circular 570 as amended) and be authorized to transact business in the trate where the project is located.

BID BOND

Page 1 of 1



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew Choruby; Brent Olson; Casey Geske; Chloe Lyons; Christopher A Reburn; Gail A Price; Gloria Bruning; J Patrick Dooney; Joel Dietzman; Justin Cumnock; Leticia Romano; Philip O Forker; Richard W Kowalski; Sterling Drew Roddan; Vicki Mather

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December , 2022



STATE OF IOWA COUNTY OF DALLAS ss.

On this 8th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of April , 2023 .





### Land Use Application

- Adjustment
- Annexation
- Comprehensive Plan Map Amendment
- Conditional Use
- Home Occupation
- Interpretations
- Nonconforming Uses
- Partition
- Property Line Adjustment
- □ Site Development Review
- **D** Subdivisions and Planned Developments
- □ Text Amendments
- Variance
- **D** Zone Map Amendment

### Applicant's Name:

An	ı gela (	Clegg,	As	soc	iat	e F	Plar	nner			
							_		 	 	

Applicant's Address:	
3225 Main Street, Sweet Home, OR 97386	

### **Property A**

Owner's Name: The City of Sweet Home	
Owner's Address: 3225 Main Street, Sweet Home, o	OR 97386
Owner's Phone Number 541-367-8969	:
Owner's Email: kyoung@sweethomeor.gov	
Property Address:	
Assessor's Map and Tax 13S01E29 03200	< Lot:
Property Size Before: 9,019,962 SF (207.09 ac)	Property Size After: 10,162,441 SF (233.31 ac)
Zoning Classification:	Comprehensive Plan:

Date Complete: File Number: PLA23-01 Application Fee: N/A Receipt #: N/A Planning Commission Hearing Date: June 1, 2023 City Council Hearing Date: N/A

Date Received: 05.03.23

Within 30 days following the filing of this application, the Planning Department will make a determination of completeness regarding the application. If deemed complete, the application will be processed.

Applicant's Phone Number: 541-367-8113 Applicant's Email Address: aclegg@sweethomeor.gov

Property B	
Owner's Name: The City of Sweet Home	
Owner's Address: 3225 Main Street, Sweet Home, o	OR 97386
Owner's Phone Number 541-367-8969	:
Owner's Email: kyoung@sweethomeor.gov	
Property Address:	
Assessor's Map and Tax 13S01E29 3805	( Lot:
Property Size Before: 1,142,479 SF (26.22 ac)	Property Size After: 0 SF
Zoning Classification:	Comprehensive Plan:

### Nature of Applicant's Request

Narrative describing the proposed land use action: Brief description on this form and attach extra sheets if needed. The City of Sweet Home is requesting a property line adjustment to combine 2 tax lots. This will allow for ease of development in the future.

I certify that the statements contained on this application, along wit knowledge and belief.	h the submitted materials, are in all respects true and are correct to the best of my
Applicant's Signature:	Date:
Property Owner's Signature:	Date
Property Owner's Signature:	Date
Property Owner's Signature:	Date



# **REQUEST FOR COUNCIL ACTION**

Title:	Request for Council Action - Mahler WRF Interim Improvement Project increased contingency
Preferred Agenda:	May 9, 2023
Submitted By:	Trish Rice, Engineering Technician 2 Greg Springman, Public Works Director
Reviewed By:	Kelcey Young, City Manager
Type of Action:	Resolution Motion Roll Call <u>X</u> Other
Relevant Code/Policy:	N/A
Towards Council Goal:	1.1 Develop specific steps for implementation of the adopted infrastructure master plans.
Attachments:	n/a

### Purpose of this RCA:

Staff requests authorization to increase contingency funds for construction of the Mahler Water Reclamation Facility Interim Improvement Project.

### Background/Context:

On November 8, 2022, Council approved the Engineer's recommendation for the Interim Improvements Project. On February 14, 2023, Council awarded procurement contracts for the mechanical equipment (FKC), electrical and controls equipment (TAG), and sludge blend tank (Baker Silo). This request for action is the final piece of this multi-pronged project. The selected contractor will install the mechanical equipment and associated controls received from FKC Co. Ltd. and TAG, and will work onsite in close coordination with Baker Silo to reach substantial completion prior to June 30, 2023.

The Engineer of Record (West Yost) prepared the specifications and contract documents. The procurement was advertised for bid on February 15, 2023, and bids closed on March 2, 2023. We received two bids from Boede Construction (\$839,995) and Pacific Excavation (\$936,800).

On March 14, 2023 Council awarded the contract to Boede Construction and authorized the staff-recommended 10% contingency (\$84,000) controlled by the City Manager, bringing the total project budget to \$923,995. Since then one City-initiated change order for \$25,850 has been executed for curb removal and driveway widening to meet fire code for permitting. Boede and West Yost have also identified necessary design changes to the mixing system and conveyor support structure. A second change order request for \$68,655.54 for the mixing system has been submitted and is under review, but exceeds the remaining contingency.

Staff believes that these changes are the result of the design having been developed too quickly in an effort to meet timelines, as all of these changes are being identified in the submittals/materials ordering and permitting stage of the project. To ensure both short-term (grant funding timeline) and long-term (product longevity) success of the project, additional contingency funds are needed.

Staff requests an additional \$70,000 of contingency funds to provide for the current design changes and for any issues discovered during installation. There are sufficient ARPA funds available to cover the increase.

This project is funded by a combination of the \$7M state earmark and ARPA funds. Current grant-eligible expenses across all related MWRF projects are \$7,448,200.58 (without contingencies) to \$7,647,813.16 (with contingencies). The City is on track to make full use of the grant before its June 3 expiration. Costs above \$7M are funded by \$1M ARPA allocated to the MWRF project.

### The Challenge/Problem:

To make efficient use of limited funds to complete needed wastewater treatment improvements and satisfy DEQ requirements and state funding timelines.

### Stakeholders:

- <u>*City Residents*</u>. Residents are the customers who deserve good service with the highest return on their taxes and fees that we can provide, and who trust the City to maintain their infrastructure systems at a high level of service.
- <u>Council Members.</u> Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible at the lowest possible cost. They must balance leadership with representation.
- <u>Public Works Department Staff.</u> This project will greatly improve the operability of the WWTP which is currently undersized and beyond its serviceable lifespan. Staff spends significant time fixing broken down equipment and fighting with system inefficiencies.
- <u>Management Team</u>. Comprised of five department heads, each with a responsibility to the citizens and City Manager to run their day-to-day operations as efficiently as possible.
- <u>Oregon DEQ</u>. The WWTP upgrade project is required to comply with DEQ regulations.

### **Issues and Financial Impacts:**

One City-initiated change order for \$25,850 has been executed for curb removal and driveway widening to meet fire code for permitting. Boede and West Yost have also identified necessary design changes to the mixing system and conveyor support structure. The current requested change orders exceeds the 10% previously approved. Staff believes that these changes are the result of the design having been developed too quickly in an effort to meet timelines. To ensure both short-term (grant funding timeline) and long-term (product longevity) success of the project, additional contingency funds are needed.

This project is funded by a combination of the \$7M state earmark and ARPA funds. Current grant-eligible expenses across all related MWRF projects are \$7,448,200.58 (without contingencies) to \$7,647,813.16 (with contingencies). The City is on track to make full use of the grant before its June 3 expiration. Costs above \$7M are funded by ARPA funds. Council has allocated \$1M of ARPA funds to the MWRF project.

### **Elements of a Stable Solution:**

A stable solution will provide efficient completion of needed facility improvements and make full use of the funding from the State of Oregon for this project.

### **Options:**

- 1. <u>Option 1 Move to cancel the project.</u> Not recommended. This project is essential to making full use of the \$7M state earmark.
- 2. <u>Option 2 Move to reject all bids and re-bid the project.</u> Not recommended. This project has a very tight schedule to meet the June 30 deadline.
- 3. <u>Option 3 Move to execute the procurement as presented.</u> Staff will execute the contract and give notice to proceed.

### **Recommendation:**

Staff recommends <u>Option 3 – Move to execute the procurement as presented.</u>



# **REQUEST FOR COUNCIL ACTION**

Title:	Request for Council Action – Icebox Cookoff Request			
Preferred Agenda:	May 9, 2023			
Submitted By:	Julie Fisher, Administrative Services Manager			
Reviewed By:	Kelcey Young, City Manager			
Type of Action:	Resolution Motionx Roll Call Other			
Relevant Code/Policy:	City of Sweet Home Financial Policy			
Towards Council Goal:	<ul><li>Vision Statement: We aspire to make Sweet Home a community people find desirable to live in.</li><li>We aspire to create an economically strong environment in which businesses prosper.</li><li>Be an effective an efficient government: (5) Continue to implement financial "best" practices.</li><li>Economic Strength: (3) Collaborate with regional partners</li></ul>			
Attachments:	Photos submitted by Icebox Cookoff Economic Development Fund Report			

### Purpose of this RCA:

For Council decision on the request from Icebox Cookoff to support their nationwide barbeque contest as part of Economic Development efforts in the amount of \$15k, and allow use of parking on City property.

### Background/Context:

Icebox Cookoff hosted the first competition in 2021 raising \$13k which was given as prizes to the 41 teams who competed in the event. Although the event was private due to the COVID-19 pandemic regulations, over 400 people attended.

In 2022, Icebox Cookoff paid out \$30k to competitors. In addition to the barbeque, there was beverages and live music. The City hosted an information table where staff was on hand to answer questions from visitors regarding City parks, events, and programs. The City partnered with RSH for the 2022 event donating \$15,000. The event cost \$187,000 in which only \$157,000 was raised, resulting in a loss of \$30,000. The budget was reevaluated and is \$133,000 for 2023.

The Icebox Cookoff event drew in between 5K-6K people last year and is expected to draw event more in 2023 to this Jack Daniels Sponsored event which will be great for our community. The event is scheduled for in July as a Kick-off to Sportsman Holiday.
The Jack Daniels sponsored event will attract competitors nationwide. Shag Arington from Iron Resurrection and The BBQ Ninja from Florida attended the 2022 event. The event is estimated to cost \$133k of which a portion has been raised by local business sponsors including Ram Trucking, Karla Hogan with HomeSmart, Cascade Timber Consulting, Wendi Melcher with Cadwell Realty, O&M Tire Factory, Buck Sanitation, The Point, Fast Cash, Anderson Enterprises, Travis Luttmer with Country Financial, and Umpqua Bank. Any support from the City will be used to promote the event and will not be used as payout to competitors.

In addition, Icebox Cookoff has requested the use of the grass field adjacent to the Water Treatment Plant for parking. There were no reported issues with past use of the field and staff has no concerns.

Icebox Cookoff has submitted the attached photos and the following link:

https://www.sweethomenews.com/story/2021/04/14/news/bbq-competition-organizers-aimingto-bring-big-one-to-sweet-home/24107.html

#### The Challenge/Problem:

How do we continue to support Economic Development efforts in a transparent manner that ensures an appropriate return on the taxpayer's investment?

#### Stakeholders:

- <u>City Residents</u>. Residents, their friends, and family are the funding source through tourism funds and taxes. They invest taxes and trust us to operate our local government as efficiently as possible.
- <u>*City Councilors.*</u> Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible. They must balance leadership with representation.
- <u>Business Community</u>. Local organization comprised of business owners. Each business adds to the economic vitality of the community as a whole.
- <u>Tourists:</u> Events such as the nationwide barbeque contest and the Music and Brews events draw tourists who visit our community.

#### **Issues and Financial Impacts:**

A Report of the Economic Development Funds is attached.

#### Elements of a Stable Solution:

The best use of Economic Development funds to meet Council goals, support Sweet Home businesses, events, and draw Economic Development opportunities to Sweet Home.

#### **Options:**

- 1. <u>Option #1</u> Make a motion to approve the request for \$15,000 to the Icebox Cookoff Event for Economic Development purposes.
- 2. <u>Option #2</u> Make a motion to approve the request in a different amount from \$5K to 10K to Icebox Cookoff for Economic Development purposes.
- 3. <u>Option #3</u> Do nothing

#### Recommendation:

NA





# About the icebox cookoff

The Icebox Cookoff put on by Radiator Supply House and its sponsors is not your ordinary BBQ. At RSH we like to build things big and the BBQ cookoff is no exception. With over 35 pro competitors and cash payouts of over \$35,000 all in \$2 bills, the Icebox Cookoff has quickly become the largest BBQ cookoff on the West Coast. The Icebox Cookoff is governed by both the State Cooking Association (SCA) and the Kansas City BBQ Society (KCBS) while also being a Jack Daniels sanctioned qualifier.

The cookoff includes some of the best BBQ in the nation ranging from exotics like alligator to Barbados ram and classics like ribs to brisket. If the food, prizes, and all around fun isn't enough for you we also have a slew of amazing live musicians.

When the sun goes down at the cookoff, that doesn't mean that the fun is over. When Icebox goes big, we go really big and put on one of the best fireworks shows you'll see on the West Coast! We pull out all of the stops to make this cookoff the best of its kind on the West Coast.

Icebox and Best Damn BBQ Sauce wants to partner with you and your business to make the 2023 Icebox Cookoff the best in the West! If you have any questions about partnering with the best BBQ competition in the PNW please call or email Will Garrett at 541-912-2549 or Will@RadiatorSupplyHouse.com.



























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#### GRAND CHAMPION SPONSOR-\$25,000

1 Level Banner **50 Wristbands For Food 50 Wristbands For Beer 12 T-shirts** 4 Best Damn BBQ Sauce Gift Pack **8 Social Media Posts 1** Presenting Sponsor (Reserve Grand Champion) **1** Custom Whiskey Bottle 2 BBQ Team Tour 1 Custom Party Tent (Private Soft Drink Cooler, Tables, Chairs) **35 Private Parking** 4 RV Spots **1** Celebrity Pictures 1 Radio Spot 1 Personal Banner **1 Logo On Team Shirts** 1 Foy Cochran Knife

#### FULL-RACK STONSOK-\$10,000

1 Level Banner 20 Wristbands For Food 8 T-shirts 2 Best Damn BBQ Sauce Gift Pack 4 Social Media Posts 1 Presenting Sponsor

(Ribs, Brisket, Chicken, Pork, 2 Steaks, Peoples Choice)

- **1 Custom Whiskey Bottle**
- **1 BBQ Team Tour**
- **12 Private Parking**
- 1 RV Spot
- **1** Celebrity Pictures
- 1 Foy Cochran Knife

#### ritmaster sponsor-\$2,500

1 Level Banner

- 10 Wristbands For Food
- 4 T-shirts
- 2 Best Damn BBQ Sauce Gift Pack
- **1** Social Media Post
- 4 Private Parking
- **1** Celebrity Pictures



#### WHOLE HOG SPONSOR-\$15,000

STONSORSHIP LEVELS

**1** Level Banner **25 Wristbands For Food 25 Wristbands For Beer** 12 T-shirts 4 Best Damn BBQ Sauce Gift Pack **8 Social Media Posts 1** Presenting Sponsor (Reserve Grand Champion) **1** Custom Whiskey Bottle 2 BBQ Team Tour **20 Private Parking** 2 RV Spots **1** Celebrity Pictures **1** Radio Spot **1** Personal Banner **1 Logo On Team Shirts 1** Foy Cochran Knife

#### HALF-RACK SPONSOR-\$5,000

**1 Level Banner** 

- **20** Wristbands For Food
- 8 T-shirts
- 2 Best Damn BBQ Sauce Gift Pack
- **4 Social Media Posts**
- **6** Private Parking
- **1** Celebrity Pictures

#### RUB RACK SPONSOR-\$1,000

- **1 Level Banner**
- **4 Wristbands For Food**
- 2 T-shirts
- 1 Best Damn BBQ Sauce Gift Pack

SAUCY SPONSOR-MERCANDISE

**1 Level Banner** 









### **REQUEST FOR COUNCIL ACTION**

Title:	Public Notice: Legislative Amendment LA23-01 (HNA)
Preferred Agenda:	May 9, 2023
Submitted By:	Angela Clegg, Associate Planner
Reviewed By:	Blair Larsen, CEDD Director Kelcey Young, City Manager
Type of Action:	Resolution Motion _X Roll Call Other
Relevant Code/Policy:	Sweet Home Comprehensive Plan, Chapter 4
Towards Council Goal:	Aspiration II: Effective and Efficient government; Goal 2.1: Update and Streamline Processes; Goal 2.2: Develop continuity in planning and permitting processes.
Attachments:	Ordinance No. 9 for 2023

#### Purpose of this RCA:

The purpose of this RCA is to hold a second reading to adopt the 2022 Housing Needs Analysis and text amendments to the Sweet Home Comprehensive Plan, Chapter 4: Residential Lands and Housing, and conduct the first reading of Ordinance No. 9 for 2023.

#### Background/Context:

This legislative amendment, LA 23-01, consists of the 2022 Housing Needs Analysis and text amendments to Sweet Home Comprehensive Plan, Chapter 4. The proposed text amendments were identified by the consultants, based on data provided by staff and feedback from the Planning Commission.

The following is a timeline of meetings associated with this project:

- January 13, 2023: Staff submitted the online PAPA.
- February 1, 2023: Notice Published in the New Era
- <u>February 16, 2023</u>: The Planning Commission held a public hearing on the proposed text amendments. The Planning Commission moved to continue the hearing to March 16, 2023 based on feedback from DLCD.
- <u>March 16, 2023</u>: The Planning Commission held a public hearing on the proposed text amendments. The Planning Commission moved to continue the public hearing to April 6, 2023 based on feedback from the consultants.
- <u>April 6, 2023</u>: The Planning Commission held a public hearing on the proposed text amendments. The Planning Commission moved to recommend approval of the amended Development Code to City Council.
- April 25, 2023: the City Council held a public hearing regarding this legislative amendment, and conducted the first reading of the legislative amendment.

At the May 9, 2023 City Council Meeting, the Council will conduct the second reading of Ordinance No. 9 for Legislative Amendment LA23-01.

#### The Challenge/Problem:

Should the City adopt the Housing Needs Analysis and amend Chapter 4 of the Comprehensive Plan in the manner recommended by the Planning Commission?

#### Stakeholders:

- <u>City of Sweet Home Residents</u> The proposed analysis and text amendments benefit residents with a clearer and more efficient plan.
- <u>Property Owners and Developers</u>: Benefit from clear standards.
- <u>Staff</u>: Will be able to implement the Comprehensive Plan with more efficiency.

#### **Issues and Financial Impacts:**

This change will have no financial impact on the City.

#### **Elements of a Stable Solution:**

A stable solution involves adopting the Housing Needs Analysis and changes to the City's Comprehensive Plan that improve the quality of development for current and future residents and businesses, without overly burdening property owners and developers in a way that is clear, consistent, and does not require significant staff interpretation. In addition, a stable solution would be consistent with the City's policies and goals.

#### **Options:**

- 1. <u>Approve application LA23-01 and conduct a third reading of Ordinance No. 9 for 2023;</u>
- 2. Deny application LA23-01 and direct staff and the Planning Commission to make revisions (specify).
- 3. <u>Continue the public hearing to a later date to allow more time for the Council to examine</u> <u>the proposed changes or to provide staff time to prepare amendments or additional</u> <u>information (specify).</u>
- 4. Take no action; leave the code as is.
- 5. <u>Other</u>

#### **Recommendation:**

Staff recommends option 1: <u>Approve application LA23-01 and conduct a third reading of</u> <u>Ordinance No. 9 for 2023.</u>

#### ORDINANCE BILL NO. 9 FOR 2023

#### ORDINANCE NO.

#### SWEET HOME ORDINANCE AMENDING CHAPTER 4 OF THE CITY OF SWEET HOME COMPREHENSIVE PLAN AND ADOPTING A HOUSING NEEDS ANALYSIS

WHEREAS, Oregon law requires that state, regional, and local governments plan for housing needs for the people of the state; and

WHEREAS, the City of Sweet Home has not undertaken a housing needs analysis since 2001, and Sweet Home has experience significant growth since then; and

WHEREAS, in 2021 the City obtained a grant from the Oregon Department of Land Conservation and Development for a Housing Needs Analysis; and

WHEREAS, the Sweet Home Planning Commission held four work sessions and one public hearing as part of the Housing Needs Analysis process; and

WHEREAS, the Housing Needs Analysis identified a need to update the Housing chapter of the City's Comprehensive Plan; and

WHEREAS, a public hearing before the Planning Commission was held on April 6, 2023, during which the Planning Commission duly considered the subject, including the staff recommendations, and all the exhibits and testimony offered by all interested parties, and recommended that the City Council adopt the Housing Needs Analysis as a sub-element of the Sweet Home Comprehensive Plan; and,

WHEREAS, the Sweet Home City Council held a public hearing on the matter on April 25, 2023, and has considered the Planning Commission's recommendation, the staff reports in this matter, and the testimony and evidence of interested parties, and has evaluated the Housing Needs Analysis against the Statewide Goals, state requirements, the Comprehensive Plan, and other applicable standards.

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

- Section 1. The City of Sweet Home Comprehensive Plan is hereby amended by deleting the existing Chapter 4: Residential Lands and Housing and inserting the document set forth in Exhibit A.
- Section 2. All previously adopted Housing Needs Analysis documents are hereby repealed.
- Section 3. The Housing Needs Analysis, attached hereto as Exhibit B, is hereby adopted as an amendment to and a sub-element of the Sweet Home Comprehensive Plan.
- Section 3. To reflect adoption of the Housing Needs Analysis, City staff are directed to make conforming changes to the Comprehensive Plan necessary to incorporate the amendments adopted herein.

PASSED by the Council and approved by the Mayor this 23rd day of May, 2022.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder



### **REQUEST FOR COUNCIL ACTION**

Title:	Public Hearing: Zone Map Amendment Application ZMA23-01
Preferred Agenda:	May 9, 2023
Submitted By:	Angela Clegg, Associate Planner
Reviewed By:	B. Larsen, CEDD Director K. Young, City Manager
Type of Action:	Resolution Motion _X_ Roll Call Other _X_
Relevant Code/Policy:	SHMC 2.04.030 Powers of the City Council
Towards Council Goal:	Vision Statement, Aspiration I: Desirable Community, Mission Statement
Attachments:	Ordinance No. 10 for 2023, with Exhibit A

#### Purpose of this RCA:

The purpose of this RCA is to conduct a second reading on Zone Map Amendment Application ZMA23-01, make a decision regarding the application, and, if approved, conduct a first reading of the ordinance.

#### Background/Context:

The applicant is proposing to change the Zoning Map in an area consisting of approximately 190,211 square feet (5.18 acres) located in Sweet Home, OR 97386 (13S01E32AA Tax Lot 600). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

The Sweet Home Planning Commission held a public hearing on April 6, 2023 to review application ZMA23-01 and receive testimony. At that meeting, the Planning Commission approved the application and recommended that the City Council approve it.

On April 25, 2023 the City Council held a Public Hearing regarding the application and conducted the first reading of the ordinance for Zone Map Amendment application ZMA23-01.

On May 9, 2023 the City Council will hold a second reading of Ordinance 10 for 2023 for Zone Map Amendment application ZMA23-01.

#### The Challenge/Problem:

Should the zoning map be changed to allow high density residential activity on the property in question, rather than the current Low Density Residential (R-1) designation?

Should the Comprehensive Plan designations be followed if the proposed amendment is consistent with the goals and policies of the comprehensive plan?

#### Stakeholders:

- <u>The Owner/Developer</u> would be able to develop the property as they have proposed.
- <u>The residents and businesses in the surrounding area would benefit from the future site</u> improvement of the property.
- <u>The City of Sweet Home</u> would benefit from the future site improvement of the property that could come from the changed zoning.

#### **Issues and Financial Impacts:**

There are no issues or financial impacts currently identified.

#### Elements of a Stable Solution:

A stable solution is one in which a decision on the application is made that conforms with City Code and State Law.

The Sweet Home Comprehensive Plan guides official policy decisions about development within the area. The Plan aims to organize and coordinate complex interrelationships between people, land, resources, and facilities to meet the future needs of the citizens and to protect the livability of the community. The Plan also reflects the public's goals and aspirations for Sweet Home about the best way to handle development and conservation in the City. The officially acknowledged Comprehensive Plan gives policy direction for land use decisions and coordinates private and public development. [Chapter 1, Page 1 of the Comprehensive Plan].

The Sweet Home Municipal Code provides criteria for map amendments such as this:

- A. The proposed amendment is consistent with the goals and policies of the comprehensive plan;
- B. The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment;
- C. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and
- D. The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals

#### **Options:**

- 1. <u>Deny Application ZMA23-01.</u> Staff would prepare an Order of Denial for Application ZMA23-01.
- 2. <u>Approve Application ZMA23-01 as presented and conduct the second reading of</u> <u>Ordinance No. 10 for 2023.</u>
- 3. <u>Recommend a different zone amendment</u>. Council could review these proposed changes and recommend different zone amendments. Staff would take these recommendations and revise the proposed application for review at a future Planning Commission and Council meeting.

**Recommendation:** Staff Recommends Option 2: <u>Approve Application ZMA23-01 as</u> presented and conduct the second reading of Ordinance No. 10 for 2023.

#### ORDINANCE BILL NO. 10 FOR 2023

#### ORDINANCE NO.

#### AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP

WHEREAS, the applicant, Eric Lund, submitted Zone Change Application ZMA23-01 and requested a zone map change for an area consisting of approximately 190,211 square feet (5.18 acres) located in Sweet Home, OR 97386 (13S01E32AA Tax Lot 600). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation; and

WHEREAS, the Planning Commission of the City of Sweet Home held a public hearing on April 6, 2023 with due notice of such public hearing having been given and provided an opportunity for public comments and testimony. The Planning Commission deliberated at their April 6, 2023, meeting, and recommended that the City Council approve this application; and

WHEREAS, the City Council held a public hearing on this matter on April 25, 2023, with due notice of such public hearing, to provide opportunity for public comment and testimony. The City Council approved this application by motion at their April 25, 2023, meeting; and

WHEREAS, the proposed High Density Residential (R-3) zoning is needed to facilitate development of the subject property;

Now, Therefore,

THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

Section 1: The City of Sweet Home adopts the findings of fact in support of zone change application ZMA23-01 included as Exhibit A.

Section 2: The City of Sweet Home amends the Official Zoning Map, identified in SHMC 17.06.020 as the City Zoning Map including all subsequent amendments, for the area consisting of approximately 190,211 square feet (5.18 acres) located in Sweet Home, OR 97386 (13S01E32AA Tax Lot 600). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone.

Passed by the Council and approved by the Mayor this 23rd day of May, 2023.

ATTEST:

Mayor

City Manager - Ex Officio City Recorder

#### Exhibit A

#### Findings of Fact in Support of Zone Change Application ZMA23-01

#### Exhibit A to Order of Approval for ZMA23-01

The review and decision criteria for a zone change are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

Zone change proposals shall be approved if the applicant provides evidence substantiating the following:

## A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.

<u>Staff Findings:</u> The subject property has a Comprehensive Plan designation of Residential High Density (R-3). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the description and policies of the R-3 Zone.

Based on the above information, staff finds that the application complies with this criterion.

### B. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.

<u>Staff Findings:</u> The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. The subject property is approximately 190,211 square feet (5.18 aces). The R-3 zone density requirements for single family attached / detached homes and duplexes are no more than one residential structure per lot or parcel, other than an approved accessory dwelling unit; maximum of 12.0 dwelling units per net acre. The R-3 zone density requirements for multi-family is a maximum of 28 units per net acre.

Based on the above information, staff finds that the application complies with this criterion.

### C. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code.

<u>Staff Findings</u>: All development in the R-3 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements: [SHMC 17.14.070].

- A. Off-street parking. All single-family homes and duplexes shall require a garage or carport; and in addition, provide two hard-surfaced parking spaces. Other uses identified in the zone shall comply with provisions in Chapter 17.44.
- B. Signs. Signs shall conform to the standards contained in Chapter 17.50.
- C. Fencing. Fences shall conform to provisions contained in Chapter 17.52.
- D. Landscaping. Landscaping improvements shall conform to provisions contained in Chapter 17.54.

- E. Yards and lots. Yards and lots shall conform to provisions contained in Chapter 17.56.
- F. Other. A property owner is advised other regulations may apply for property in an identified natural resource area (Chapter 17.28); the flood hazard area (Chapter 17.30) and in or near an identified historical site (Chapter 17.32).

Based on the above information, staff finds that the application complies with this criterion.

### D. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.

<u>Staff Findings</u>: Per the CEDD Engineering comments in Section II above: There is a 12" water main on the west side of Clark Mill Rd. Cost of connection for City Services will be assigned during the development application review. There is a 15" sewer main in the center of Clark Mill Rd. Cost of connection for City Services will be assigned during the development application review. Adequate public facilities, services and transportation networks are planned to be provided concurrently with the development of the property. No development has been proposed with this application.

### E. For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met.

<u>Staff Findings</u>: The purpose of the R-3 zone is to provide areas suitable and desirable for highdensity residential development, and particularly for apartments, but where other types of residential and related public service uses are appropriate. The R-3 zone is most appropriate in areas which have been developed for high-density residential use or which are suitable for such use due to proximity to downtown Sweet Home and to highway-related commercial areas inside The City. [SHMC 17.14.010]. No development has been proposed with this application.