



City of Warrenton City Commission

Meeting Agenda

City Hall, 225 S. Main Warrenton, OR 97146
Tuesday, November 25, 2025

The meeting will be broadcast via Zoom at the following link

<https://us02web.zoom.us/j/5332386326?pwd=VHNVVXU5blkxbDZ2YmxlSWpha0dhUT09#success>

Meeting ID: 533 238 6326 | Passcode: 12345 | Dial-in Number: 253-215-8782

Public Comment: To provide public comment, participants should register prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter. Once your public comment is submitted it becomes part of permanent public record.

You may provide public comment using the following methods:

1. In-person: Complete a public comment card and submit to the City Recorder prior to the start of the meeting.
2. Via Zoom: Register with the City Recorder, at cityrecorder@warrentonoregon.us no later than 3pm the day of the meeting. Please ensure that your zoom name matches the name registered to comment.
3. Written comments: Submit via e-mail to the City Recorder, at cityrecorder@warrentonoregon.us, no later than 3:00 p.m. the day of the meeting.

City Commission Regular Meeting 6:00 PM

1. Call to Order

2. Pledge of Allegiance

3. Consent Calendar

- A. City Commission Meeting Minutes 2025.10.28
- B. Marina Advisory Committee Meeting Minutes 2025.09.15
- C. Warrenton Marina CIP Camera Replacement & Replacement
- D. Water Master Plan Approval Notice
- E. Police Department Monthly Report – Oct. 2025

4. Commissioner Reports

5. Public Comment

6. Public Hearings

- A. Consideration of Residential Development Rezone – Neahring

8. Business Items

- A. Proclamation – Jeanne Maddox
- B. Consideration of Ordinance No. 1298; Providing for Rules & Regulations for Water Department – First Reading
- C. Consideration of Ordinance No. 1297; Renaming NE Iredale to NE Isobar – 2nd Reading & Adoption
- D. Consideration of Resolution No. 2711; Sanitation Rates Adjustment
- E. Consideration of Hammond Marina Grant Award Acceptance
- F. Consideration of Advisory Committee Nominations
- G. Consideration of Sea Western MagneGrip Diesel Exhaust Removal System Contract
- H. Consideration of Seafarer’s Park Bank Stabilization Contract Award
- I. Consideration of CIP Purchase; CCTV Truck Equipment
- J. Consideration of Consor North America Contract Amendment 2; Hammond Transmission Waterline

9. Discussion Items – None

10. Good of the Order

11. Executive Session

Under authority of ORS 192.660(2)(e); to conduct deliberations with persons designated by the governing body to conduct real property transactions.

12. Adjournment



City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, October 28, 2025

1. City Commission meeting called to order at 6:00 pm.
2. Pledge of Allegiance

Commission Members	Present	Excused
Gerald Poe	X	
Jessica Sollaccio	X	
Paul Mitchell, Mayor Pro Tem	X	
Henry Balensifer, Mayor	X	

Staff Members Present	
City Manager Esther Moberg	City Recorder Dawne Shaw
Harbormaster Jessica McDonald	Fire Chief Brian Alsbury
Police Chief Mathew Workman	City Planner Jeff Adams
Public Works Director Kevin Gorman	

Mayor Balensifer requested add three items – 8I NW Storage; 8J Extension of after-hours hours work; and 8K Resolution for Tom Dyer and requested to move 8K up with item 3. There were no objections.

3. Presentation – Commissioner Tom Dyer

Mayor Balensifer presented Resolution No. 2710 and also presented a plaque to former City Commissioner Tom Dyer.

Motion:	Move to adopt Resolution No. 2710.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

Mayor Balensifer conducted the reading in full of Resolution No. 2710; a Resolution of the City Commission of the City of Warrenton, Honoring Thomas “Tom” M. Dyer for His Exceptional Service to the Community and Designating November 2 as “Tom Dyer Day of Service.” Mayor Balensifer presented former Commissioner Tom Dyer with a plaque for his service. Brief comments from the commission followed.

4. Consent Calendar

*Items on the Consent Calendar have previously been discussed and/or are considered routine. Approval of the Consent Calendar requires a motion, a second, and no discussion, unless requested by a member of the City Commission.

- A. City Commission Meeting Minutes 2025.10.14
- B. Police Department Monthly Report – September 2025
- C. Monthly Finance Report – April 2025
- D. Marina Advisory Committee Meeting Minutes 2025.03.17
- E. Parks Advisory Board Minutes 2025.06.09
- F. Community Center Advisory Board Minutes 2025.03.19

Commissioner Sollaccio asked Police Chief Mathew Workman about the radar reports; Workman responded.

Motion:	Move to approve the consent calendar as presented.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

5. Commissioner Reports

Mayor Balensifer noted he participated in the Trick or Trot event and that the Parks Alliance is doing a cleanup on November 2nd. He thanked Jen Fowler for her cleanup efforts for Trick or Trot event.

6. Public Comment – None

7. Public Hearings

A. Hearing Continuation – Street Renaming of NE Iredale to Isobar:

Mayor Balensifer opened the public hearing on the Street Renaming of NE Iredale to NE Isobar. Formalities followed. No new conflicts of interest or ex parte contact were reported. Planning Director Jeff Adams presented the staff report. Mayor Balensifer asked for public comments. No one spoke in favor, opposition or neutral. There being no further comments, Mayor Balensifer closed the public comment period. There being no further questions or comments, he closed the public hearing.

Motion:	Move to conduct the first reading of Ordinance No. 1297 by title only.				
Moved:	Poe				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			

Passed:	4/0
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Mayor Balensifer conducted the first reading, by title only, of Ordinance No. 1297; renaming NE Iredale Avenue in the City of Warrenton.

8. Business Items

A. Consideration of EPA Redevelopment Planning – Presentation:

City Manager Esther Moberg noted that Sarah Lu Heath may have been confused on the date to be present and requested to bring this item back at a later date; there were no objections.

B. Consideration of City Commissioner Appointment:

The applicants, Brooke Terry, Grant Lehman, Nicole Bian, and Mike Moha gave a few comments. The City Commission asked questions of the applicants who each gave their answers.

City Recorder Dawne Shaw collected the cast ballots and read them aloud:

		Bian	Lehman	Moha	Terry
Vote:	Poe			X	
	Sollaccio	X			
	Mitchell			X	
	Balensifer			X	
Result:	Mike Moha was selected by majority vote – 3/1				

C. Consideration of Public Safety Fee – Resolution No. 2709:

Fire Chief Brian Alsbury presented Resolution No. 2709 for its adoption; a resolution establishing a Public Safety fee. Brief discussion followed.

Motion:	Move to adopt Resolution No. 2709.				
Moved:	Mitchell				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

D. Consideration of Street Vacation – Amending Ordinance No. 1217; Second Reading & Adoption:

Moberg clarified why this ordinance is coming back; Ordinance No. 1296 was presented for the second reading and adoption at the October 14th meeting, however there was confusion on the ordinance number as stated in the motion. Staff is requesting to conduct the second reading and adoption again, so we have a clear motion in the record.

Motion:	Move to conduct the second reading, by title only, of Ordinance No. 1296.				
Moved:	Poe				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

Mayor Balenisfer conducted the second reading, by title only, of Ordinance No. 1296; an Ordinance amending Ordinance 1217, Vacating Certain Streets in the Plat of Warrenton Park and in the Plat of Portsmouth Addition to Warrenton in the City of Warrenton, Oregon.

Motion:	Move to adopt Ordinance No. 1296.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

E. Consideration of Contract Award – Warrenton & Hammond Marina Pile Replacement:

Harbormaster Jessica McDonald stated the Marinas had a bid opening for the replacement of piles at the Warrenton and Hamond marinas. She requested to award the contract to the lowest bidder, Bergerson construction. Brief discussion followed on the status of dredging permits.

Motion:	Move to award the pile replacement project contract to Bergerson Construction.				
Moved:	Mitchell				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

F. Consideration of Sale of Gear Shed on NE 1st:

City Manager Esther Moberg requested approval for the sale of the city owned property at NE 1st court, in the amount of \$58,000. Brief discussion followed.

Motion:	Move to approve the sale of the city owned property at NE 1 st Court, previously leased as the “Gearshed” in the amount as noted above, and authorize the Mayor to sign closing documents on the City’s behalf.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

Moberg requested that the funds from the sale get transferred to the marina; there were no objections.

G. Consideration of Purchase & Installation of Generator for Pump Station 14:

Public Works Director Kevin Gorman requested authorization to purchase and install a new generator in the amount of \$64,668.00 for Wastewater Pump Station 14. Brief discussion followed on what would happen to the old generator.

Motion:	Move to approve the purchase and installation of a new generator for Pump Station 14 in the amount of \$64,668.00.				
Moved:	Sollaccio				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

H. Consideration of Request for Qualified Pool:

Gorman requested approval to advertise a request for qualification for the establishment of a qualified pool for architectural, engineering, photogrammetric mapping, transportation planning, land surveying and related services.

Motion:	Move to approve the advertisement for an RFQ for the establishment of qualified pool.				
Moved:	Poe				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			

Passed:	4/0
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I. Consideration of NW Smart Storage Right of Way Permit:

Moberg noted the request from NW Storage to use the ROW for 30 days for U-Haul uses.

Motion:	Move to approve the ROW permit for NW Smart Storage.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

J. Consideration of Extension of After Hours Works – Hammond Transmission Line:

Gorman requested an extension to the authorization for afterhours work on the Hammond Transmission Line until November 25, 2025. He noted that the project has experienced delays leading to the extension.

Motion:	Move to approve and extend the work hours for the Hammond waterline project as stated.				
Moved:	Sollaccio				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

K. Resolution 2710 – considered under item 3.

9. Discussion Items

A. Fill & Grading:

Adams discussed Grading and Erosion Control plans. Discussion followed on the term “Common Elevation.”

Motion:	Move to approve the wording and send to the planning commission for public hearings.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			

	Balensifer	X			
Passed:	4/0				

10. Good of the Order

Commissioner Mitchell thanked the Public Works Director for the quick response to a tree over a roadway.

City Manager Moberg noted her appreciation for the candidates.

Mayor Balensifer noted he looks forward to seeing the candidates engaged and looking forward to working with appointee Mike Moha. He noted the recent number of applicants for city boards over the past few weeks. He stated he has concerns about the Governor's executive order 25-26 and reviewed his concerns. Brief discussion followed.

11. Executive Session

12. Adjournment

There being no further business, Mayor Balenisfer adjourned the meeting at 7:15 pm.

Respectfully prepared and submitted by Hanna Bentley, Deputy City Recorder.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder



City of Warrenton Marina Advisory Committee Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Monday 9.15.2025

1. Marina Advisory Committee meeting called to order at 2 p.m.

<i>Members</i>	<i>Present</i>	<i>Excused</i>
<i>Jen Fowler, Chair</i>	<i>X</i>	
<i>Bill Kerr</i>	<i>X</i>	
<i>Larry Ausman</i>	<i>X</i>	
<i>Mike Balensifer</i>	<i>X</i>	
<i>Lylla Gaebel</i>	<i>X</i>	

Staff Members Present	
Jessica McDonald	Harbormaster
Shara Ford	Marina Office Secretary

2. Consent Calendar

A. Meeting Minutes September 15, 2025

Motion:	Move to approve the consent calendar as presented.				
Moved:	Balensifer				
Seconded:	Kerr	Aye	Nay	Abstain	Recused
Vote:	Kerr	X			
	Fowler	X			
	Ausman	X			
	Balensifer	X			
	Gaebel	X			
Passed:	5/0				

3. Public Comment

- i. Mitty McVay, a vendor, talked about the vender/booth parking for the next Buoy 10 salmon season. He would like to be closer to the fisherman/customers in the marina.
- ii. Kersten Calentine spoke about the need for a better location. Mrs. Calentine was told the location would be next to Big Game Bait Shop, but the location changed, and the vendors were put out of the way for customers to take notice.

4. Reports

A. Harbor Master report

- i. Harbormaster Jessica McDonald reviewed her harbor master report and noted the 2025 Buoy 10 Salmon season was one of the busiest seasons yet. With an increase of \$32,000 in the Warrenton Marina and an increase of \$43,000 in the Hammond Mariana. Totaling \$75,000 combined.
- ii. Oregon State Marine Board issued Hammond Marina a grant to replace the center launch lane in Hammond. The project will start November 2026.

- iii. Mrs. McDonald noted the Marina Maintainers are going to be working on repairs to the marina's commercial, E Dock. Mrs. McDonald mentioned E Dock is a quarter of the Marina's revenue every year. The harbormaster shared the piling permits will go out to bid shortly and expect the work to be completed in the November work water window this year.
- iv. Renovations on D dock in Hammond have been completed and M dock in Warrenton Marina recently had some renovations completed. Chair Fowler noted she is very excited for the commercial E dock to be renovated as well.
- v. Chair Jen Fowler shared her views on the lighting out in the Hammond Marina. She noted the lighting on the docks is very dark. Mrs. McDonald asked if the lights are inadequate or just not working. Chair Fowler mentioned she is not completely sure. Mrs. McDonald says she will investigate the lighting.
- vi. Harbormaster Mrs. McDonald showed the committee an illustration of the proposed crab cleaning station in the Hammond Marina. Mrs. McDonald would like it to move down away from the launch area. This project is a capital improvement project.

5. Business Items

A. Buoy 10 Review

Successes

- i. Mrs. McDonald read through the Buoy 10 review. She noted Buoy 10 2025 was a success. She shared that both Marina restrooms received many compliments about how clean they were. She also shared that both marinas had a high success rate of customers paying for parking passes this year. Mrs. McDonald raved about the Tongue Point students, sharing the outstanding work they did.
- ii. Chair Fowler mentioned Buoy 10 was packed in the Hammond Marina and she noted she thought the cones and blockades by the fish cleaning station helped alleviate some traffic congestion.

Challenges

- iii. The committee noted there are not enough parking spaces in both Warrenton and Hammond Marinas. The committee agreed the parking layout for both marinas needs to be remodeled.
- iv. Larry Ausman shared a concern for the fish cleaning station in Warrenton. He noted the Tuna/Salmon commercial fisherman are using the fish cleaning station all day. Harbormaster McDonald noted there may need to be a limit on how many fish per person are to be cleaned a day.

B. Schedule of Meeting & Events

- i. The Marina Advisory Committee will be holding a meeting on December 15, 2025.
- ii. The committee agreed to hold the lighting of the crab pot Christmas Tree on December 7, 2025, at 5/6pm at the Hammond Marina.

6. Discussion Items

A. Business Licenses

- i. The committee discussed whether charter and fishing guides are buying City of Warrenton business licenses. Mrs. McDonald explained that they do need to buy a business license when they are mooring with the marinas. Mike Balensifer asked where the money for those business licenses goes. Mrs. McDonald shared the money going towards the City of Warrenton's 4th of July Parade.

B. Moss Accumulation In Warrenton

- i. Mr. Balensifer brought notice to the committee regarding moss accumulation in the Warrenton Marina slips.

C.

- i. Bill Kerr noted he would like signage at both marina's launch ramps stating that powering on and off when launching and hauling out is prohibited. Mrs. McDonald stated she would look into it.

D.

- i. The committee added an agenda item. The committee talked about future food vendors and a farmers' market at the marinas. Mrs. McDonald mentioned the marinas would need an outside entity to come in and run these programs because there is very limited staff already.

7. Good Of the Order

- i. Mr. Balensifer asked how many vendors were at the Hammond Marina this year. The committee stated there were two. Mr. McVey mentioned he would like to be closer to the launch ramp so his booth can be closer to the patrons. Mrs. McDonald noted the city planner and city manager are working to streamline the paperwork for permits to make it easier for the public to apply. The location of the booth will be talked about as well.
- ii. Chair Fowler mentioned the remodel of Big Game and Bait shop will be starting soon.

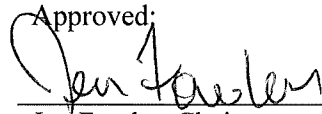
B. Adjournment

There being no further business, Chair Fowler adjourned the meeting at 4:15 pm.

Attest:


Shara Ford, Marina Advisory Committee Secretary

Approved:


Jen Fowler, Chair



City Commission Agenda Memo

Meeting Date: November 25, 2025
From: Jessica McDonald, Harbormaster
Subject: Warrenton Marina CIP Camera Replacement & Repair

Summary:

The City of Warrenton Marinas recently experienced a failure of the marina camera system in the Warrenton Inner Basin. The existing cameras are approximately 10 years old, no longer compatible with our current operating system, and were due for replacement.

While we had hoped to extend their use a bit longer, the large number of camera failures has resulted in a total replacement cost of \$10,631.78, classifying this as a Capital Improvement Project (CIP).

Fortunately, we came in under budget by approximately \$100,000 on other capital improvement projects for this fiscal year. With City Manager's approval, we are moving forward with adding the camera replacement to the current year's CIP list.

Recommendation/Suggested Motion:

NA

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

This project was within our 2025-2026 budget amount

Attachments:

Approved by City Manager: _____

A handwritten signature in blue ink, appearing to read "Esther M. King", written over a horizontal line.



City Commission Agenda Memo

Meeting Date: November 25, 2025
From: Kevin Gorman, Public Works Director
Subject: Information Only – Water Master Plan Approval Notice

Summary:

The Oregon Health Authority (OHA) has officially approved the City of Warrenton's 2018 Water Master Plan following submission of the Seismic Resilience Assessment received by OHA on October 7, 2025

This approval marks completion of all requirements under OAR 333-061-0060(5), confirming that the City's 20-year water system plan, extending through 2037, meets state planning and seismic preparedness standards. The plan provides a comprehensive roadmap for long-term water supply, storage, and distribution system investments to ensure reliable service and resilience against seismic events.

This milestone concludes a multi-year effort to align Warrenton's water infrastructure planning with Oregon Health Authority standards and positions the City for future funding, capital improvement coordination, and community growth.

Recommendation/Suggested Motion:

No action necessary

Alternative:

None recommended

Fiscal Impact:

N/A

Attachments:

(All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.)

- OHA Water Master Plan Final Approval

Approved by City Manager: _____

Public Health Division

Center for Health Protection, Drinking Water Services

Tina Kotek, Governor



6 November 2025

sent by email only

Twyla Vittetoe
City of Warrenton
PO Box 250
Warrenton, OR 97146

Re: **Master Plan Final Approval – PR# 74-2018**
WS Name – WS ID# 00932

Dear Ms. Vittetoe:

Thank you for your submittal to the Oregon Health Authority's Drinking Water Services (DWS) of plan review information to complete the 2018 Water System Master Plan for the City of Warrenton. On 7 October 2025 our office received a copy of the Seismic Resilience Assessment.

As described in Evan Hofeld's letter on 16 June 2018, the Master Plan represents a 20-year planning horizon out to the year 2037. This 2025 seismic risk assessment and mitigation plan satisfies the last requirement identified in that letter. Therefore, the elements required in Oregon Administrative Rules (OAR) 333-061-0060(5) have been addressed.

If you have any questions, please feel free to call me at 971.201.6428.

Sincerely,

A handwritten signature in black ink that reads "Pete Farrelly". The signature is fluid and cursive.

Pete Farrelly, PE
Regional Engineer
Drinking Water Services

cc: **Kevin Gorman & Dave Davis**, City of Warrenton

800 NE Oregon St., Ste 640, Portland, OR 97232-2162
Voice: 971-673-0405 | Fax: 503-673-0694
All relay calls accepted | www.healthoregon.org/dws



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
FROM: Chief Mathew Workman
DATE: November 25, 2025
RE: October 2025 Stats Report

Upcoming Dates:

- 11/26 – 911 Subscriber Board
- 11/29 – Winter Walk Event
- 12/04 – WPD Training Day
- 12/04 – Warrenton Muni Court
- 12/07 – Crabpot Christmas Tree
- 12/13 – Shop With A Cop
- 12/18 – LEA Meeting

Highlights Since the Last Report:

- 10/27 to 10/31 – Go-Live for New RMS/CAD
- 11/04 to 11/07 – OPOA Conf.
- 11/13 – WPD Training Day
- 11/15 – Cub Scout Tour
- 11/20 – LEA Meeting
- 11/20 – Warrenton Muni Court

Traffic Statistic Highlights:

- Three (3) DUI Arrest – Alcohol
- One (1) Hit and Run Citation/Arrest
- Thirteen (13) Driving While Suspended Citations/Arrests
- Four (4) Speeding Citations
- One (1) Failure to Yield or Traffic Control Device Citations
- Seventeen (17) Insurance Citations
- Two (2) Interlock Device Citation
- Twelve (12) Driver's License Citations
- One (1) Equipment Violation Citation
- One Hundred Seventy-Nine (179) other Citations and Warnings
- Twenty-One (21) Traffic Crash Investigations
- **Citation vs Warning: 233-Traffic Stops, 60-Citations, 173-Warnings; Warning 74% of the time.**

Overall Statistics:

October Statistics (% changes are compared to 2025)							
Category	2025	2024	% Chg	2023	% Chg	2022	% Chg
Calls for Service	769	514	50%	755	2%	721	7%
Incident Reports	212	212	0%	196	8%	218	-3%
Arrests/Citations	107	80	34%	85	26%	101	6%
Traffic Stops/ Events	264	126	110%	194	36%	90	193%
DUI's	1	0	-100%	1	0%	0	#DIV/0!
Traffic Crashes	21	19	11%	9	133%	17	24%
Property Crimes	87	97	-10%	97	-10%	116	-25%
Person Crimes	41	62	-34%	62	-34%	70	-41%
Drug/Narcotics Calls	4	3	33%	5	-20%	5	-20%
Animal Calls	28	25	12%	26	8%	26	8%
Officer O.T.	115.5	181.5	-36%	217.5	-47%	275.5	-58%
Reserve Hours	0	0	0%	0	0%	0	0%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Calls for Service	644	581	654	723	854	719	740	812	679	769
Incident Reports	205	190	224	237	255	200	205	226	201	212
Arrests/Citations	91	63	103	92	89	119	103	110	73	107
Traffic Stops/ Events	160	110	132	249	304	193	227	176	178	264
DUI's	8	3	2	1	1	2	0	1	1	1
Traffic Crashes	20	20	17	17	17	16	22	21	15	21
Property Crimes	76	56	90	67	119	97	91	110	104	87
Person Crimes	61	62	50	55	61	49	63	69	62	41
Drug/Narcotics Calls	4	1	2	3	4	8	6	9	2	4
Animal Calls	22	29	18	26	33	21	28	29	24	28
Officer O.T.	160.25	54.5	85.1	105.25	79.5	188.25	101	193	169.25	115.5
Reserve Hours	0	0	0	0	0	0	0	0	0	0

	Nov	Dec	2025 YTD	2025 Estimate	2024	2025 v 2024	2023	2024 v. 2023	2022	2025 v. 2022
Calls for Service			7175	8610	8458	2%	9084	-5%	8050	7%
Incident Reports			2155	2586	2618	-1%	2529	2%	2484	4%
Arrests/Citations			950	1140	1317	-13%	1335	-15%	1602	-29%
Traffic Stops/ Events			1993	2392	2215	8%	2369	1%	1848	29%
DUI's			20	24	27	-11%	30	-20%	34	-29%
Traffic Crashes			186	223	209	7%	217	3%	168	33%
Property Crimes			897	1076	1190	-10%	1127	-4%	1204	-11%
Person Crimes			573	688	786	-13%	825	-17%	811	-15%
Drug/Narcotics Calls			43	52	56	-8%	60	-14%	40	29%
Animal Calls			258	310	307	1%	335	-8%	273	13%
Officer O.T.			1252	1502	1635.3	-8%	1572	-4%	2212.8	-32%
Reserve Hours			0	0	0	0%	0	0%	0	0%

October Homeless Incidents		2025	2024	2023	2022
	Code 40 (Normal)	51	43	44	27
	Code 41 (Aggressive)	6	9	7	2
	October Monthly Total:	57	52	51	29
	YTD Total Homeless Incidents	380	429	398	332
October Elk Incidents		2025	2024	2023	2022
	Interaction:	1	0	2	2
	Traffic Accidents:	0	0	0	2
	Traffic Complaints:	0	0	1	0
	October Monthly Total:	1	0	3	4
	YTD Total Elk Incidents	13	18	31	24

The following is a graphic representation of statistics for **October 2025** using our **CityProtect** membership (formerly [CrimeReports.com](https://www.cityprotect.com)). The "Dots" represent the location of a call, and if you zoom in on the map, you will see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website (www.cityprotect.com), you can zoom in on each incident for more details.

- ▼ ☒ Assault

☒ Assault

☒ Assault with Deadly Weapon

▼ ☒ Sexual Offense

☒ Sexual Assault

☒ Sexual Offense

☒ Other Sexual Offense

▼ ☒ Other Violent Offense

☒ Homicide

☒ Kidnapping

☒ Robbery
- ▼ ☒ Property & Theft

☒ Property Crime

☒ Breaking & Entering

☒ Property Crime Commercial

☒ Property Crime Residential

☒ Other Property Crime

▼ ☒ Theft

☒ Theft from Vehicle

☒ Theft of Vehicle

☒ Other Theft
- ▼ ☒ Disorder/Disturbance

☒ Disorder

☒ Disorder

☒ Drugs

☒ Drugs

☒ Liquor

☒ Liquor

☒ Quality of Life

☒ Quality of Life
- ▼ ☒ 911 or Other

☒ Community Events

☒ Community Policing

☒ Proactive Policing

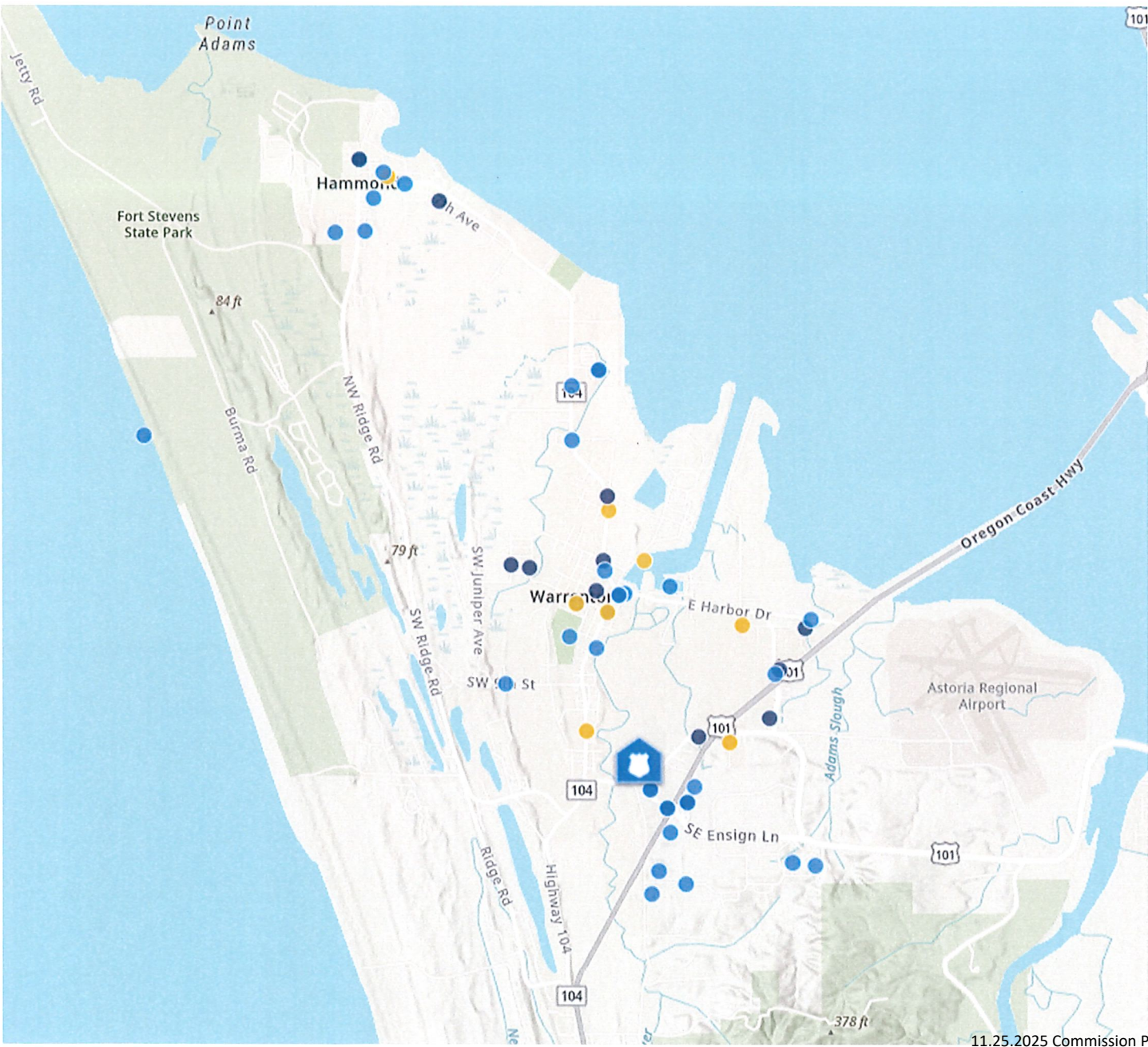
☒ Emergency

☒ Emergency

☒ Fire

☒ Fire

☒ Police Calls





WARRENTON POLICE DEPARTMENT

RADAR TRAILER DATA REPORT



The following data was collected by the mobile radar trailer. The data and analysis are not scientific or verified, so the results can be slightly higher or lower than actual results, but through experience, they are fairly accurate. Remember, many drivers see the Radar trailer slow down when they normally would not, so there may actually be a few more at higher speeds; however, on average, this data is accurate. **It should be noted that the majority of the extremely high speeds are errors in the reading due to several factors, such as multiple vehicle speeds confusing the radar. Radars that the officer uses have mechanisms built in where false readings are corrected. Without an officer to observe the reading, the errors are not corrected.**

Location of the Trailer: 200 Blk Alt. Hwy 101

Dates: October 14, 2025 to November 04, 2025

Number of Vehicles Recorded: 106,152

Average Daily Number of Vehicles Recorded: 5,126

Posted Speed Limit: 35 mph

Speed & Volume Matrix

This chart shows the number of vehicles in each speed range and the times they occurred.

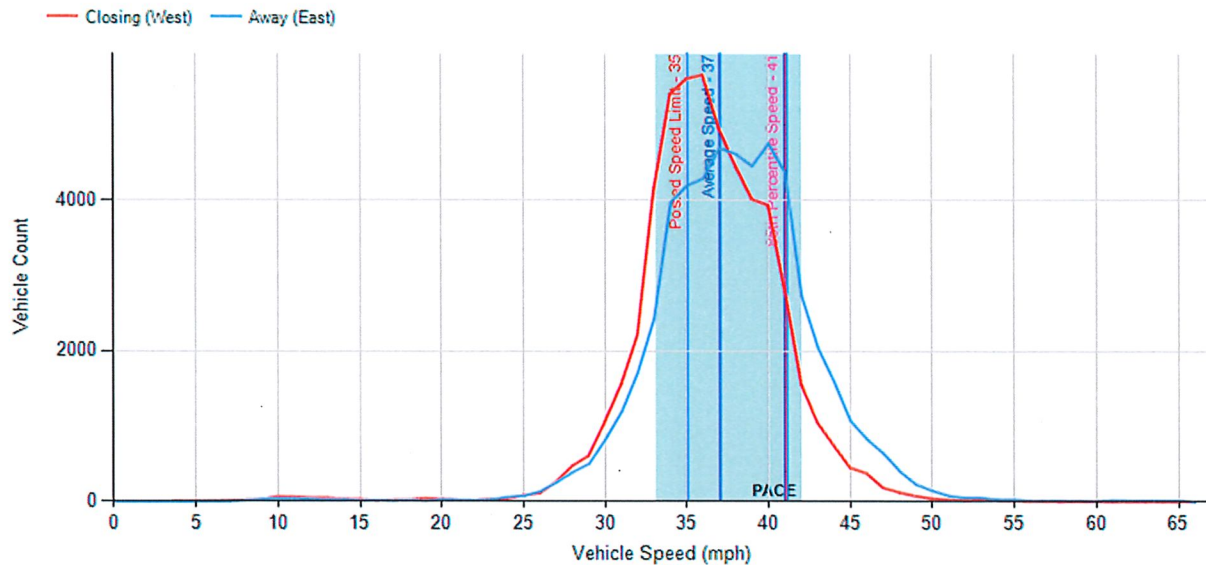
Speed - Volume Matrix																		
Date Range: 2025-10-14 - 2025-11-04																		
Direction: Both																		
Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
00:00 - 00:59	756	8	6	18	1	49	243	287	112	27	4	1						
01:00 - 01:59	378	1	6	6	1	25	130	144	51	10	3		1					
02:00 - 02:59	266	2	2		5	23	107	77	35	8	3	2	2					
03:00 - 03:59	203	2	1	2	1	12	78	58	34	10		2	3					
04:00 - 04:59	276		5			11	59	88	70	29	9	3	2					
05:00 - 05:59	455		2	1	2	19	97	159	120	43	9	1	2					
06:00 - 06:59	882	3	8	3	2	36	183	345	192	95	11	1	3					
07:00 - 07:59	1984	46	80	4	7	62	431	821	414	101	13	2	3					
08:00 - 08:59	5430	7	10	10	14	193	1584	2417	1020	148	17	4	6					
09:00 - 09:59	5920	3	9	10	27	197	1538	2587	1288	217	22	10	12					
10:00 - 10:59	5708	9	13	5	25	226	1598	2483	1131	190	16	7	5					
11:00 - 11:59	7030	13	15	7	22	282	2135	3029	1283	214	17	4	9					
12:00 - 12:59	8039	26	25	24	32	376	2581	3505	1239	190	26	7	8					
13:00 - 13:59	8285	20	31	12	44	371	2647	3605	1343	180	20	6	6					
14:00 - 14:59	8399	5	18	6	29	378	2638	3630	1445	213	24	7	6					
15:00 - 15:59	8565	18	20	33	52	413	2685	3671	1418	222	18	8	7					
16:00 - 16:59	9277	25	19	19	39	414	2894	4057	1540	221	24	11	14					
17:00 - 17:59	8987	19	14	11	29	360	2609	4027	1623	259	24	5	7					
18:00 - 18:59	8377	7	12	14	22	304	2407	3731	1574	270	32	2	2					
19:00 - 19:59	6436	5	20	9	26	290	2180	2771	968	147	12	3	5					
20:00 - 20:59	4435	3	11	9	14	248	1575	1856	596	100	17	5	1					
21:00 - 21:59	2764	3	11	7	7	157	957	1120	413	73	11	5						
22:00 - 22:59	2013	3	7	10	3	98	656	850	316	60	7	3						
23:00 - 23:59	1287	2	12	5	4	102	431	501	190	36	1	1	2					

Observations:

As seen in the pie chart below, **36.1%** of vehicles are at or below 35mph, **63.7%** were moderately above 35mph (up to 9mph), and **0.2%** were excessively over 25mph (10+mph). Though the majority of vehicles are going over 35mph speed limit, as noted below the trailer was picking up many vehicle in the 45mph zone. The average speed was **37.07mph**, with the maximum recorded speed being **65mph**.

Count vs Speed

This graph uses the chart information above to visually show the volume of vehicles at each speed.

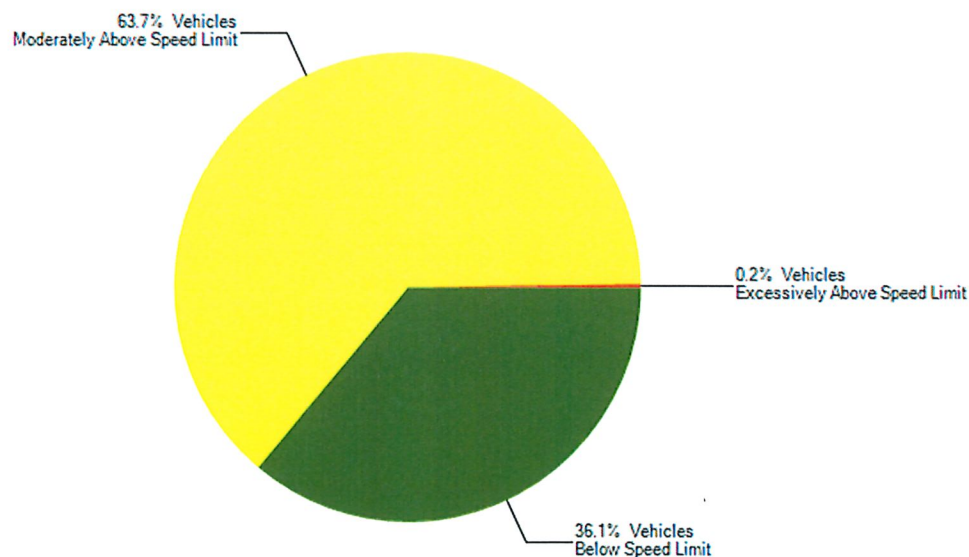


Observations:

The definition of the 85th percentile is "the speed at or below which 85 percent of all vehicles are observed to travel under free-flowing conditions past a monitored point." ODOT Traffic engineers use the 85th percentile in most of their study calculations. A 41mph percentile speed isn't that bad given the trailer was placed just past the 45 to 35 transition.

Count vs Speed Pie Chart

This chart shows the total percentage of vehicles **Below** the speed limit, **Moderately** above (up to 9mph over), and **Excessively** above (10mph over).



Observations:

Though there is a high percentage of vehicle Moderately Above, the trailer was picking up many of the vehicle who were still in the 45mph zone, and the trailer was placed just past the 45 to 35 transition. It should be noted the trailer was placed here as a reminder of the speed change and to get vehicles to slow down to 35.



City Commission Agenda Memo

Meeting Date: November 25, 2025
 From: Esther Moberg, City Manager
 Subject: Rezoning of Residential Growth Management to Medium Density Residential development

Summary:

Adam Neahring has applied for a Rezoning from Residential Growth Management (RGM) to Medium Density Residential (RM), to enable a 12 lot Subdivision. The subject properties are owned by Adam Neahring and are identified as Tax Lots 81020AA00400 and 81020AA00738. This is further development of Kalmia Ave.

Recommendation/Suggested Motion:

I move to do a first reading by title only of Ordinance Number 1299, AN ORDINANCE AMENDING THE CITY OF WARRENTON ZONING MAP TO RECLASSIFY THE ZONING OF TAX LOTS 81020AA00400 and 81020AA00738 FROM RESIDENTIAL GROWTH MANAGEMENT TO MEDIUM DENSITY RESIDENTIAL

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

No fiscal impact

Attachments:

- Staff Report
- Ordinance
- Map
- Application

Approved by City Manager: _____



City of Warrenton

Planning Department

225 S Main Avenue ■ P.O. Box 250 ■ Warrenton, OR 97146

Phone: 503.861.0920 Fax: 503.861.2351

STAFF REPORT

TO: Warrenton City Commission

FROM: Esther Moberg, City Manager: Presenting previous Planning Director's report

DATE: November 25, 2025

SUBJ: Neahring – Kalmia Drive

- Rezone RZ-25-1

BACKGROUND

Adam Neahring has applied for a Rezoning from Residential Growth Management (RGM) to Medium Density Residential (RM), to enable a 12 lot Subdivision. The subject properties are owned by Adam Neahring and are identified as Tax Lots 81020AA00400 and 81020AA00738.

PUBLIC PROCESS, PROCEDURES & PUBLIC NOTICE

The applications were submitted previously on August 18, 2025 and were deemed complete on September 4, 2025. A notice of the public hearing was sent to adjacent property owners on August 22, 2025 and published notice in The Astorian on August 28, 2025.

The Planning Commission made a unanimous recommendation of approval of the rezone to the City Commission on October 9, 2025.

CODE PROVISIONS, APPLICANT RESPONSES, AND FINDINGS

Applicable Warrenton Municipal Code (WMC) chapters for this application include:

16.208 TYPES OF APPLICATIONS AND REVIEW PROCEDURES

16.232 AMENDMENTS TO COMPREHENSIVE PLAN TEXT AND MAP, REZONE, AND DEVELOPMENT CODE

Chapter 16.208 Administration of Land Use and Development Permits 16.208.060 Type IV Procedure (Legislative and Map Amendments).

Chapter 16.232 Amendments To Comprehensive Plan Text And Map, Rezone, And Development Code 16.232.030 Quasi-Judicial Amendments

BACKGROUND

On December 8, 2016 The Warrenton Planning Commission approved Gil Gramson Preliminary Plat Application SUB-16-1 for an 11-lot subdivision.

On April 25, 2019 the Planning Commisison approved the Gil Gramson Clear Lake Subdivision SUB 19-1.

On October 9th, 2025, the Planning Commission approved SUB-25-1 and V-25-1. During the public comment period, public comments were made regarding these and a subsequent appeal was filed regarding the same.

There is an appeal currently before the City Commission regarding SUB-25-1; V-25-1 as a public hearing to be held on November 25, 2025.

SUMMARY

It is the opinion of Staff that the previous plats as listed above were properly noticed, with sufficient public participation, and all relevant issues were reasonably considered in a legal and lawful manner by the Planning Commisison. The Rezone from RGM to RM is in keeping with the development code and comprehensive plan and meets the criteria for appropriate development in this zone.

It is the recommendation of the Planning Commission to approve the rezone from Residential Growth Management (RGM) to Medium Density Residential (RM).

CODE PROVISIONS, APPLICANT RESPONSES, AND FINDINGS

Applicable Warrenton Municipal Code (WMC) chapters for this application include:

WMC 16.32.020, 16.32.040 and 16.32.050 – Medium-Density Residential District
WMC 16.112 – GM zone development standards

Chapter 16.32 – Medium-Density Residential District

16.32.020 Permitted Uses

APPLICANT RESPONSE: None provided.

STAFF FINDING: The proposed use would be allowed if RZ-25-1 is approved. *This criterion may be met.*

16.32.040 Development Standards

(A)(1). Density Provisions. Minimum lot area for single-family detached dwelling or duplex: 5,000 square feet.

APPLICANT RESPONSE: Current Tax Lot Size: 0.928 Acres & 0.487 Acres = 1.415 Total Acres; Proposed Lot Sizes:

Number of Lots: 12 Lots

Average Lot Size: 5,280 sq. ft.

Smallest Lot: 5,000 sq. ft.

Largest Lot: 5,534 sq. ft.

STAFF FINDING: Minimum density is eight dwelling units per acre. Calculation: 1.415 acres/12 Lots = 8.48 lots per acre. The proposed use would be allowed if RZ-25-1 is approved. ***This criterion may be met.***

ORDINANCE NO. 1299

INTRODUCED BY ALL COMMISSIONERS

AN ORDINANCE AMENDING THE CITY OF WARRENTON ZONING MAP TO RECLASSIFY THE
ZONING OF TAX LOTS 81020AA00400 and 81020AA00738 FROM RESIDENTIAL GROWTH
MANAGEMENT TO MEDIUM DENSITY RESIDENTIAL

WHEREAS, the Adam Neahring applied to rezone two properties along Kalmia Drive to allow for a new housing development; and

WHEREAS, the Warrenton Planning Commission conducted a public hearing on the proposal on October 9, 2025, and forwarded a recommendation of approval to the City Commission based on the findings and conclusions of the October 9, 2025, staff report and public testimony; and

WHEREAS, the Warrenton City Commission conducted a public hearing on the proposal on November 25, 2025, and has determined that the proposal is consistent with the Comprehensive Plan and meets the applicable criteria in the Warrenton Municipal Code based on the findings and conclusions of the October 9, 2025, staff report, public testimony, and the Planning Commission findings;

NOW THEREFORE, the City of Warrenton ordains as follows:

Section 1. The City of Warrenton Zoning Map is amended to reflect the rezone herein described as Exhibit 1 based on the findings and conclusions referenced above.

Section 2. This ordinance shall take full force and effect 30 days after its adoption by the Commission of the City of Warrenton.

First Reading:

Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of ____, 2025

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Exhibit 1

Item: Kalmia Drive Rezone; Subdivision, Variance
Applicant: Adam Neahring
File # RZ-25-1; SUB-25-1; V-25-1



Future Urban
Development

Legend

Road Names

Road Names

City Zoning

R-10 Urban Growth
Management

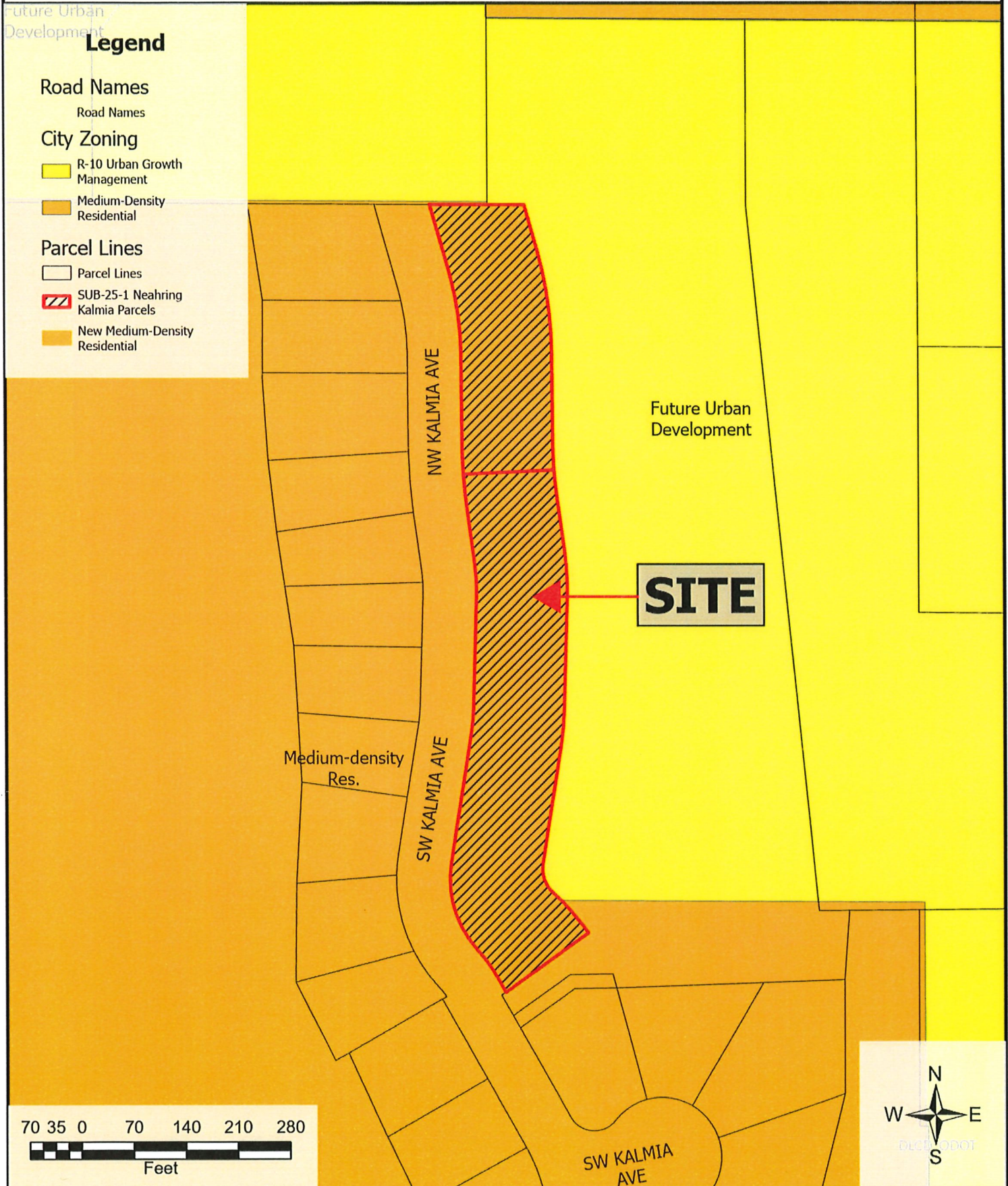
Medium-Density
Residential

Parcel Lines

Parcel Lines

SUB-25-1 Neahring
Kalmia Parcels

New Medium-Density
Residential



70 35 0 70 140 210 280



Feet



Clatsop County Webmaps

The map displays various zoning districts across Clatsop County. Key districts include:

- RGM** (Residential General Medium Density): Shaded with yellow and grey diagonal lines.
- RM** (Residential Medium Density): Solid yellow.
- R40** (Residential Single-Family): Solid light yellow.
- A5** (Agricultural): Shaded with blue dots.

Streets shown include NW Kalmia Ave, SW 1st St, and SW 2nd St. Section numbers (e.g., 1300, 1200, 1100, 700, 3603, 2100, 3601, 2000, 100, 300, 737, 736, 735, 734, 733, 732, 731, 730, 729, 728, 727, 713, 712, 711, 710, 709, 708, 707, 738, 739, 715, 716, 714, 717, 718, 719, 720, 723, 800, 900, 1000) are labeled throughout the map. A legend in the bottom left corner shows a grid of sections with labels like 8N10W, 8N9W, 8N8W, 8N7W, 8N6W, 7N10W, 7N9W, 7N8W, 7N7W, 7N6W, 6N10W, 6N9W, 6N8W, 6N7W, 6N6W.

County of Clatsop, Clatsop County GIS Services, County of Clatsop, Oregon GIS Services, Clatsop County



0.1

mi



This map was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.



City Of Warrenton
Planning Department
Rezone (Zoning Map Amendment)
WMC 16.232

OFFICE USE	FEE \$2,000
	File# RZ - _____ - _____
	Date Received _____
	Receipt# _____

Amendments to the Warrenton Zoning Map may be necessary from time to time to reflect changing community conditions, needs, and desires, to correct mistakes, or to address changes in state law (i.e., ORS, OAR, and Statewide Planning Goals). A property owner or designated representative may initiate a request to amend the Warrenton Zoning Map by filing an application with the Planning Department in accordance with the requirements of WMC 16.208.060. In addition, the applicant shall provide any related plans, drawings, and/or information needed to provide background for the request.

Property

Address: Vacant Land East of Kalmia Ave, Warrenton, OR 97146
Tax Lot (s): 400 & 738 | Map 8N10W20AA
Zone: RM Flood Zone: N/A Wetlands: N/A

Applicant

Name (s): Adam Neahring
Phone: 503-440-4423 E-Mail Address: adamneahring@gmail.com
Mailing Address: 101 SW Juniper Ave, Warrenton, OR 97146
Applicant Signature(s): _____ Date: 6/5/2025

Property Owner (if different from applicant)

Name (s): Property Owner Same as Applicant
Phone: _____ E-mail Address: _____
Mailing Address: _____
Owner's Signature: Adam Neahring Date: 6/5/2025

Digitally signed by Adam Neahring
DN: C=US, E=aneahring@bergeson-const.com, O=Bergerson
Construction, Inc., CN=Adam Neahring
Reason: I am approving this document
Date: 2025.06.05 14:03:47-07'00'

I am a record owner of property (person(s) whose name is on the most recently-recorded deed), or contract purchaser with written permission from the record owner and am providing my signature as written authorization for the applicant to submit this application.

Rezone (Zoning Map Amendment)
7.2024

Description of Existing Conditions

1. Existing use of site: Vacant Land
2. Existing zoning of the subject property: R10 | RGM
3. Proposed zoning of the subject property: RM
4. Existing zoning of the surrounding properties:
North: R10 RGM
East: R10 RGM
South: RM
West: RM

Rezone (Zoning Map Amendment) Review Criteria

Please provide written responses to each of the criteria below that clearly explain how your proposal meets each item. Attach a separate piece of paper if needed. Be as specific as possible. "Yes" and "No" responses are not sufficient.

1. Does the proposal conform to the applicable Oregon Revised Statutes? Yes ☒ No ☐

Please explain: The proposal to change Adjusted Tax Lots 400 & 738 to RM Zoning from R10 RGM Zoning is in compliance with the States intent of developing designated RGM Zone areas. This proposal conforms to the Oregon Revised Statutes.

2. Does the proposal conform to the Statewide Planning Goals? Yes ☒ No ☐

Please explain: The proposal to change Adjusted Tax Lots 400 & 738 to RM Zoning from R10 RGM Zoning is in compliance with the States intent of developing designated RGM Zone areas.

3. Is there a change of circumstances or further studies justifying the amendment?

Please explain: The lot lines of Tax Lots 400 & 738 have been adjusted. Tax Lots 400 & 738 are now located within two existing Zones, RM & R10 RGM.
No further studies or change of circumstances are applicable.

This application will not be officially accepted until department staff have determined that the application is filled out and signed, the application fee has been paid, and the submittal requirements have been met.

Rezone (Zoning Map Amendment)
7.2024

Proclamation

A Proclamation Honoring Jeanne Maddox Peterson for Her Lifetime Contributions to the Arts and the Cultural Enrichment of the North Coast Community

WHEREAS, Jeanne Maddox Peterson is the founder and owner of Maddox Dance Studio, established in 1949, and the founder and Artistic Director of the Little Ballet Theatre, Inc.; and

WHEREAS, Jeanne began teaching dance at the young age of thirteen, offering her first classes in her family home on Harrison Street in Astoria, Oregon, and

WHEREAS, Jeanne’s love of dance has taken her across North America, performing in Hollywood at the Moulin Rouge, in Los Angeles theatre musicals, and as a “Don Arden” dancer in Canada and throughout the United States; and

WHEREAS, now in her late 80s, Jeanne continues to share her lifelong passion for dance, having trained thousands of students over the decades and inspired generations with her dedication, artistry, and mentorship; and

WHEREAS, through her teaching, Jeanne has imparted not only the art of dance but also life lessons in discipline, confidence, and community, positively influencing the lives of countless young people throughout Astoria, Warrenton, and the North Coast region; and

WHEREAS, Jeanne’s leadership has extended beyond the studio to her 33 years as producer of the Miss Oregon Pageant, where her professionalism and organizational excellence ensured the success of that statewide event; and

WHEREAS, under Jeanne’s guidance, the Little Ballet Theatre has become a cornerstone of cultural life on the North Coast, offering performances such as The Nutcracker, the Young Choreographers Showcase and Tap Festival, and other community events including the Warrenton Fourth of July Parade and the North Coast Dance Camp; and

WHEREAS, 2025 marks the 50th Anniversary of Little Ballet Theatre’s performances of The Nutcracker, a beloved local tradition that has brought joy, wonder, and artistic enrichment to generations of families; and

WHEREAS, Jeanne Maddox Peterson’s lifelong commitment to arts education, her support for young dancers through grants and scholarships, and her tireless efforts to promote cultural excellence have made her a treasured figure in the Warrenton and North Coast communities;

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Warrenton, Oregon, does hereby recognize and honor Jeanne Maddox Peterson for her extraordinary achievements and her immeasurable contributions to the cultural, artistic, and educational life of our community; and

BE IT FURTHER RESOLVED, that the City of Warrenton hereby declares Jeanne Maddox Peterson to be a “Pillar of the Community”, in lasting appreciation of her dedication, mentorship, and lifelong service to the enrichment of our city and region’s young people.

In witness whereof, I have here unto set my hand and caused to be affixed the Seal of the City of Warrenton, Oregon to be affixed on this 25th day of November 2025.

Henry A. Balensifer III, Mayor

Attest:

Dawne Shaw, City Recorder



City Commission Agenda Memo

Meeting Date: November 25, 2025
 From: Jessica Barrett, Finance Director
 Subject: Water Ordinance No. 1298

Summary:

Ordinance No. 1298 updates the language surrounding water shut off as recommended by staff and legal.

Recommendation/Suggested Motion:

"I move to conduct the first reading, by title only, of Ordinance No. 1298; providing for rules and regulations for City of Warrenton Water Department and all areas served by the municipal water department outside Warrenton's city limits; requiring installation of water meters; repealing any other water ordinances or resolutions or parts thereof in conflict herewith; providing a penalty for violation of any terms and conditions herein"

Alternative:

None recommended

Fiscal Impact:

None.

Attachments:

- Ordinance 1298

Approved by City Manager: _____

ORDINANCE NO ~~1292~~1298

INTRODUCED BY ALL COMMISSIONERS

PROVIDING FOR RULES AND REGULATIONS FOR CITY OF WARRENTON WATER DEPARTMENT AND ALL AREAS SERVED BY THE MUNICIPAL WATER DEPARTMENT OUTSIDE WARRENTON'S CITY LIMITS; REQUIRING INSTALLATION OF WATER METERS; REPEALING ANY OTHER WATER ORDINANCES OR RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING A PENALTY FOR VIOLATION OF ANY TERMS AND CONDITIONS HEREIN

The City of Warrenton, Oregon, Ordains as follows;

Section 1. DEFINITIONS

"Accessory Dwelling" is defined as a small, secondary housing unit, usually the size of a studio apartment, located on the same lot as an established detached single-family residence. The accessory dwelling can be a detached cottage, a unit attached to a garage, or in a portion of an existing house. An accessory dwelling is an accessory structure and shall comply with the accessory structure standards of Municipal Code Chapter 16.180 and more particularly Section 16.180.040, Accessory Dwelling Standards.

"Applicant" is defined as any person, corporation, association, or agency applying for water service.

"Approved Air Gap" is defined as a physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressurized receiving vessel. An "Approved Air Gap" shall be at least twice the diameter of the supply pipe measured vertically above the overflow rim of the vessel and in no case less than 1 inch (2.54 cm), and in accord with Oregon Plumbing Specialty Code.

"Approved Backflow Prevention Assembly" is defined as a Reduced Pressure Principle Backflow Prevention Assembly, Reduced Pressure Principle-Detector Backflow Prevention Assembly, Double Check Valve Backflow Prevention Assembly, Double Check-Detector Backflow Prevention Assembly, Pressure Vacuum Breaker Backsiphonage Prevention Assembly, or Spill-Resistant Pressure Vacuum Breaker Backsiphonage Prevention Assembly, of a make, model, orientation, and size approved by the Oregon Health Authority. Assemblies listed in the currently approved backflow prevention assemblies list developed by the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research, or other testing laboratories using equivalent testing methods, are considered approved by the Oregon Health Authority. Approved assemblies include the attached shutoff valves on the inlet and outlet end of the assembly, assembled as a complete unit.

"Auxiliary Water Supply" is defined as any water supply on or available to the premises other than the City's approved public water supply. These auxiliary waters may include water from another City's public potable water supply or any natural source(s) such as a well, spring, river, stream, harbor, etc., or used waters or industrial fluids. These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the City does not have sanitary control.

“Backflow” is defined as the flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable supply of water from any sources other than its intended source, and is caused by backsiphonage or backpressure.

“City” is defined as City of Warrenton, its staff and/or designee (authorized representative).

“City Service Line” is defined as any pipe and fittings which connect a water main to a water meter or customer service line.

“Commercial” is defined as one who is engaged in commerce and uses water during the course of a business where profit is a chief aim.

“Cross Connection” is defined as any actual or potential unprotected connection or structural arrangement between the public or user’s potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which, or because of which, backflow can or may occur are considered to be cross connections.

“Customer Service Line” is defined as any pipe, valves, and fittings leading from the water meter or City service line into the premises served or the point of ultimate use.

“Inaccessible to Read” is defined as a water meter of any size or type which is not conveniently accessible for purpose of reading, inspecting, repairing, and connecting or disconnecting service.

“Industrial” is defined as a business involved in the commercial production and sale of goods.

“Institutional” is defined as an organization or foundation dedicated to education, public places of worship or culture, e.g., schools, rest homes (including adult foster homes), hospitals, jails.

“Living Unit” is defined as any living quarters in which cooking or toilet facilities are provided.

“Multi-Family” is defined as a building or portion thereof designed for occupancy of two or more families.

“Person(s) Responsible” is defined as a person, including a buyer under a land sales agreement, lawfully occupying a property to which utility services are provided pursuant to an agreement with the owner.

“Property Owner” is defined as an individual or organization that has legal ownership as evidenced by a deed filed with the County for the service address. It is further understood that any individual or organization that is listed on the deed (no matter the percentage ownership) is authorized to conduct business for the service address and to incur charges accordingly.

“Public Works Director, their Designee or State Health Official” is defined as the City of Warrenton Public Works Director in charge of the water department, their designee or the representative of the State of

Oregon Health Department who is invested with the authority and the responsibility for the implementation of an effective cross-connection control program and for the enforcement of the provision of this ordinance.

“Service” is defined as a combined facility made up of both a City service line, and a customer service line.

“Single Family” is defined as one who uses water for normal residential use.

“Single Service Connection” is defined as a property with a water service serving a single customer.

“User” is defined as any person(s), corporation, or other entity using water through an established service line.

“Water Main” is defined as any pipe owned by the City of Warrenton laid in a street, alley, or easement, and used or intended to be used for the distribution of water to customers through service lines.

“Water Meter” is defined as any device used for the measurement of water delivered to an individual location or user.

“Water Service Disconnection” is defined as permanent removal of both water and sewer connections from City mains. The sewer service is required to be capped as close to the sewer main without cutting into the road surface. Sewer connections shall be capped prior to the City removing the water meter. A Public Works Department representative shall be present during the capping of services. All costs for capping of water and sewer services will be borne by the property owner.

Section 2. APPLICATIONS

- (1) **New Water Meter Connection:** An application for the installation of a new water meter connection shall be made to the Public Works Department. Upon completion of the new water meter application process and prior to the physical installation of the meter, the applicant shall apply for a utility account with the Finance Department.
- (2) **Utility Account Application:** An application for an existing water service shall be made to the Finance Department in person, on printed forms to be furnished by the City. The applicant must state fully and truly all purposes for which the water may be required and must agree to conform to rules and regulations as a condition for the use of water. The owner of each property to be served must sign for such service; if the property is to be rented, leased or occupied by other than the owner, and if it is the stipulation of the owner that such occupant, hereafter referred to as person(s) responsible, must pay for the water service, then this person must also complete and sign an application form. A new application must be made for each change in use or ownership.
- (3) **Outstanding Account Balances:** The City will not allow a new utility service to customers with an outstanding balance on their account(s) with the City until the entire balance that has accrued to the former account(s) has been paid in full.

- (4) **Water User:** Any person supplied with water from the City main will not be entitled to use it for any purpose other than that stated in the application, or to supply it in any way to other person(s) or families not mentioned in the application. Penalties and shutoff will apply.
- (5) **Change of Ownership or Person(s) Responsible:** Any tenant moving from or change of property ownership must indicate their release of responsibility by notifying the City prior to the date of leaving.
- (6) **Property Ownership Responsibility:** The property owner of record shall be ultimately responsible for the payment of all charges prescribed in this ordinance. If the person(s) responsible fails to pay the charges, the City shall submit the bill to the property owner.

Section 3. INSTALLATION

- (1) **Installation:** A new service may be installed upon an approved water availability and payment of current water connection fee, any additional costs for labor and materials and System Development Charges (SDCs), as set by resolution. All meters shall be installed only in the public right-of-way adjacent to: (1) the property to be served, or (2) a recorded easement which allows placement of utilities, which easement benefits the property to be served.
- (2) **Water Availability Statements:** New water service can be applied for through the Public Works Department. The City makes no guarantee of water availability. Water will be determined available if a water main is within 100 feet of the property line where the meter would be placed and no other restrictions apply. The property line may be adjusted in the case of an easement granting the property owner the right to a utility easement for water. If a water main is not available then the applicant is responsible to extend an adequately-sized water main in an established right of way (ROW) or dedicated utility easement across the full frontage along the ROW of the property being developed in accordance with the City of Warrenton Engineering Standards. These applications will expire after 90 days from the date of issuance if the appropriate connection fees listed on the statement are not paid in full. Applicant has the right to reapply if the previous application has expired. Meter connection charges that have been paid for but not installed after 12 months from the date of payment for connection charges will be refunded in full and the water availability statement will be void. Applicant has the right to reapply for a water availability statement.
 - a. The water availability statement will note the size of meter, purpose of water use, fees, conditions and responsibilities of the owner/contractor.
 - b. The applicant must state fully and truly all purposes for which the water may be required and must agree to conform to rules and regulations as a condition for the use of water.
 - c. Unexpired water availability applications, that have not been paid and meter(s) installed, will be subject to increased fees, as set by resolution.
- (3) **Single Family Residential Water Meter Connection:** All single family residential properties, including new subdivision development lots, shall be required to use water meters, the kind or make of said meter to be approved or designated by the Public Works Department.

a. Where an existing City service line is installed, approval by all required departments has been received, and the applicant's payment, of all associated charges and fees have been paid in full, a water meter will be dropped-in by the Public Works Department within two (2) business days.

b. Upon the applicant's payment, in full, of both current meter connection fees and SDCs, the full installation of the City service line with meter box and meter shall be installed by the Public Works Department. The department will attempt to make any and all installations within 30 days or as soon as possible, in the order received.

(4) Commercial, Industrial and Multi-family Water Meters: All water meter(s), the kind or make of said meter(s) to be approved or designated by the Public Works Department and service connections will be installed by the owner/contractor. All meter information and numbers will be delivered to the Public Works Department upon installation. A single water meter will be installed to serve multiple living units, such as duplexes, apartment houses, etc., unless the owner requests a separate service for each unit. If a separate service is requested, each such service will be metered and charged the appropriate rate. An approved backflow prevention assembly is required immediately behind the water meter on the customer's service line, for premise isolation.

a. Water services including all infrastructure, water meters and meter boxes with lids the size and type required by the City Public Works Department will be installed by the owner/developer and the meter information will be remitted to the City at the time of installation. All meters larger than 1" will be flanged. A daily inaccessible to read penalty will apply if meter information is not submitted at the time of installation.

Section 4. MAINTENANCE

(1) Accessibility of Meters: The person(s) responsible for any property where a water meter is located shall see that said meter is free from obstructions and conveniently accessible at all times for the purpose of reading, inspecting or repairing. Failure to do so shall result in a letter of warning and may result in water service disconnection. Meters shall be located 12 inches inside the public or street right-of-way. A daily inaccessible to read penalty will apply when meters are blocked for more than two (2) business days.

(2) Canceling Accounts/Meter Removal: Voluntary account cancellations/disconnections require prepayment of fees and will apply to garbage, sewer and storm sewer utilities associated with this water service. Involuntary account cancellations will have all applicable fees assessed on the utility bill. All costs associated with water service disconnection are the responsibility of the property owner, whether voluntary or involuntary. Utility base rates shall not apply to cancelled accounts. The property owner will be required to reapply for water service and pay all applicable water connection fees as set by resolution to be reconnected to the utility system.

The City of Warrenton will have the discretion to disconnect a property from the utility system with or without the property owner's permission. If a structure is damaged or falls into a state of serious disrepair, after 90-days the City may remove the water meter from the property thereby disconnecting the property from the utility system. A notice of intent to disconnect will be sent to the property owner 30 days prior to disconnection. The property owner will have the right to present the City any relevant information to forgo forced disconnection, though not all reasons shall be deemed sufficient.

A petition for cancellation shall only be allowed under the following conditions:

- a. Existing accounts associated with properties that have no structure.
- b. Structures that are not required to have water service per building code and/or fire code.
- c. A dangerous building or structure that has been ordered abated by order of the Building Official or Fire Chief and will be removed according to the Municipal Code 15.08.100.
- d. Owners of buildings or structures that have been extensively damaged by fire, earthquake or other catastrophic event and will not be rebuilt may petition to have a meter removed upon review by the Building Official and/or Fire Chief according to the Municipal Code 15.08.100.

Once a petition is approved by the City Manager and the applicant has met all the requirements of the Public Works Department for water service disconnection, the City will remove the water meter service associated with the account and the account will be cancelled. The fee for meter removal is set by resolution.

- (3) **Service Pipe:** Service pipe(s) of any size between the main and the meter shall be of the type and material specified by City of Warrenton Engineering Standards. Service pipe(s) between the main and meter shall be maintained by the City Public Works Department. The water service line from a meter to the premises shall be maintained by the property owner. If check valves restricting backflow are installed on a customer's service line, a proper relief system shall also be installed to protect from thermal expansion, as required by Oregon Plumbing Specialty Code.
- (4) **Repair and Protection:** All service pipes except that portion between the connection from the City main to the curb stop or meter must be kept in repair and protected from freezing at the expense of the owner, lessee or agent, who will be responsible for all damages resulting from leaks or breaks. Failure to comply will result in discontinuance of service.
- (5) **Meter Repair- ¾ and 1 inch:** The expense of maintaining three-quarter (¾) and one (1) inch water meters will be borne by the City; provided, however, that where replacements, repairs, or adjustments of a meter are made necessary by an act of negligence or carelessness of the person(s) responsible of the premises, the expense to the City caused thereby may be charged and collected

from the party that caused such act, negligence, or carelessness whether property owner or person(s) responsible of the premises.

- (6) **Meter Repair- larger than 1 inch:** The expense of maintaining meter assemblies larger than one (1) inch and corresponding vault(s) will be borne by the property owner. The City may require testing of the water meter at any time in which the readings of the meter reflect a significant drop in usage and the owner has not provided a reasonable explanation for such change in usage. The property owner will be notified prior to such testing.

The City may require immediate replacement of the water meter with a meter of the same size, type and style that meets City standards should it cease to function as designed and a repair is not possible. Water meters will be replaced by the City at the owners expense. No water will be supplied to unmetered service connections.

Meters that are currently in place and do not meet the City meter specification standard at the passage of this ordinance, will be maintained and replaced by the City. Upon replacement by the City, the person(s) responsible will then become responsible for all maintenance and replacement costs of the meter assembly.

- (7) **Private Shut-Off:** A shut-off on the customers side of the water meter shall be installed and maintained by the owner for each service and made available for emergency use. The shut-off is required to be placed directly behind the water meter on the customer service line.
- (8) **Meter Out of Order:** If a meter is out of order and not registering accurately, the consumption charge shall be computed on the basis of a monthly average of the previous twelve (12) months when the meter was functioning properly, such time sequence being necessary to encompass seasonal use.
- (9) **Tampering:** No person shall connect, remove, repair, turn-on, turn-off or otherwise disturb any water meter or service after once set; but, at the discretion of the City, a meter may be removed by the City for an unpaid account. Water services that have been locked off for non-payment of a utility bill, and turned back on by anyone other than a City official shall be reported to the Police Department as theft of service.
- (10) **Damages:** The person(s) responsible or property owner shall be responsible for any damages to the locking device affixed at the time of shut-off, or to any meter or meter box which gives evidence of having been damaged by carelessness or vandalism. These charges will be billed separately; however, failure to pay within 90 days shall result in meter removal and be subject to connection charges for reconnection as set by resolution.

Section 5. CHARGES, PAYMENTS AND PENALTIES

- (1) **Billing, Due Dates and Past Due Penalties:**

- a. Bills are sent on a monthly basis, regardless of occupancy or if the water is off. Each bill rendered shall contain the final date on which payment is due. If the bill is not paid by that date, the account shall be considered delinquent. Water charges for consumption in the previous month shall be billed at the beginning of the following month and are due and payable at Warrenton City Hall on the last business day of the same month in which the bill is issued. All payments on account shall reference the appropriate customer number.
- b. If payment in full is not received by 11:59 p.m. on the last business day of the month, a late charge penalty set by resolution will be added. If the account is still unpaid on the 1st of the month following the date the payment was due, a bill will be mailed to the person(s) responsible showing all charges due with a past due notification.
- c. The City will send a reminder letter of these late charges to the property owner and person(s) responsible (if they are not the same) on or near the 7th of the month.
- d. A door hanger will be hung on or near the 14th day of the month stating water service will be shut-off on, or a specified date near, the 20th of that month if the account remains unpaid. Once a door hanger has been sent, payment must be made in full for the past due amount to avoid service termination. The customer will be charged a door hanger penalty as set by resolution. A door hanger will be hung on the subject property and the corresponding fee will be attached to the past due account, even if the prior person(s) responsible/owner no longer resides at the property.
- e. ~~Water service will be shut off if past due balance is not paid before 11:59 p.m. on the date specified on the door hanger. Past due accounts will be charged a shut-off penalty as set by resolution. Water service shall not be restored until all charges and penalties are paid in full.~~ If past due charges are not paid in full by 11:59 PM on the date specified on the door hanger the City shall shut off service to the property and a shut-off penalty shall be added to the charges. Water service shall not be restored until all late penalties, door hanger penalties, shut-off penalties, past due charges, and all other charges accrued to date during the then-current billing month are paid in full.
- f. When payment has been made in full and the request for restoration has been made before 2:00 p.m., same day service is available. If an immediate restoration is required after 2:00 p.m., an emergency turn on fee will apply.
- g. In the event the City is unable to physically terminate service to a customer for non-payment, the customer will still be charged a shut-off penalty. It is the responsibility of the person(s) responsible or owner to make certain payment in full has been received by the City in a timely manner.
- h. If the past due amount on a closed account remains unpaid at shut-off day, the shut-off penalty will be assessed to the previous person(s) responsible/owner even though the water

is not shut-off. No new Utility Applications will be taken until such time that all accounts at the address associated with the past due account are paid in full.

- i. Owners and/or person(s) responsible shall be notified of and have the opportunity to be heard by the Finance Director or employee empowered to resolve any valid objections to the billing prior to the disconnection.
- j. Properties whose service has been shut-off for non-payment for 12 months with no payments made on the City billing accounts or any balances in collections will be disconnected from the utility system. A fee for meter removal, as set by resolution, as well as any cost to remove garbage, sewer or storm sewer utilities will be assessed to the utility billing account and billing for utilities will discontinue as of the date of meter removal. Any outstanding balances may be referred to a collection agency. The property owner will be required to reapply for water service, pay applicable water connection fees as set by resolution and pay all outstanding balances including any balances in collections in order to be reconnected to the utility system. The property owner will be required to pay the balances owed or establish an approved payment plan with the City in order to avoid forced disconnection. See section 4.2 Canceling Accounts/Meter Removal.

In extreme circumstances, such as if removal costs are excessive and/or removal of services requires cutting into road surfaces or will disrupt other utilities, Public Works, with approval from the City Manager, may choose to leave the water service in the ground to monitor for leaks, but billing will cease.

- (2) **Meter Reading:** Water meters will be read monthly on a regularly scheduled basis. The charge for each meter shall be made from one reading to the next on a monthly basis. In the event it is not reasonable to read the meter on a monthly basis due to inclement weather or City emergency, the monthly charge may be estimated based on the prior twelve (12) month's read.
- (3) **Mixed Use Structures:** Where a structure has a commercial use and a residential use or any other combination of uses, the higher monthly rate will apply.
- (4) **Multi-Units:** Where two or more units are served through one master meter, the owner or authorized agent will be billed for the meter use, on a monthly basis. If separate units in a multi-unit complex have separate individual connections, the individual units will be billed individually on a monthly basis.
- (5) **Service Calls:** A fee set by resolution will be assessed to a customer requesting a service call to their address. Final reads are considered a service call. For the protection of the account holder's property, residents may request to have their water turned off for a fee, as set by resolution. Upon request, the City will then turn the service back on for an additional fee. Base rates, including water, sewer, storm drain, garbage and recycling will apply regardless of whether or not the water meter is on or off.

- (6) **Notice for Service:** The Public Works Department requests two (2) business days notice be given in order to schedule service calls; however, whenever possible, requests for service will be handled as promptly as possible.
- (7) **Refund:** Customers who have closed their utility accounts with the City and have credit-account balances equal to or greater than \$3.00 will receive refunds. No refunds will be issued for accounts with less than \$3.00. Refund checks that have not cleared the City's bank within 90 days of issuance will be cancelled and will be referred to the State of Oregon Unclaimed Property Division. Customers who have an active account at a different address with the City will have their credit balance applied to their active account unless the customer requests otherwise.
- (8) **Leaks:** When a leak occurs on the customer's side of the meter, it is the responsibility of the owner to have the leak repaired within 10 days of the discovery or notification by the City of the leak.
- a. **Adjustment for Leaks:** If the leak has caused the monthly charge to be excessive, the responsible person may submit a written request for an adjustment. If the excessive charge exceeds the average monthly charge by 300% or more, the responsible person may be granted a reduced payment equal to the average monthly charge plus 20% of the excessive charge. In order to receive the reduced payment option, the person(s) responsible must submit a completed leak adjustment request form attesting to the repair of the leak and with all available substantiating documents and receipts attached. All others will be responsible for the total charge while the leak adjustment is in process. A completed leak adjustment request form with the substantiating documents and receipts is required for all leak adjustments. Leak adjustments will be processed once the water consumption has returned to a normal level based on the pre-leak period. The formula for the leak adjustment is average monthly charge plus 20% of the excessive charge. Leak adjustments will be made for a maximum of the six months prior to the repair of the leak that demonstrates leak consumption. Adjustments will not be made for leak consumption occurring outside the most recent six-month period. Only two separate adjustments may be made per account per calendar year.
 - b. **Shut off Due to Waste:** The City of Warrenton Water Department shall not knowingly furnish water to premises where there is an ongoing leak. When there is a defective or leaking fixture, leaking customer service line, irrigation system, or there is no shutoff device on the customer side and the customer fails to take prompt corrective action to repair the leaking line or fixture, the City may at its option, within 60 days of customer notification, shut off the water on the City side of the meter. All monthly charges fees and penalties will apply if the City must shut off the water meter to ensure water conservation.
- (9) **Special Charges:** A fee will be charged for any returned payments. Customers have five (5) business days to make returned payments good. The returned transaction is only made good with cash including the returned payment fee, as set by resolution.

- a. The City will immediately contact the customer to notify them of the returned payment. If direct contact is not made, then the City will leave messages at the phone numbers of record. If no phone contact is made, the City will post notice on customer's residence. This will suffice to give notice to customer that the payment must be made good and advise them of the policy of the City.
- b. The five (5) business days begins the day the City receives notice from the bank and ends on the fifth business day at 5:00 p.m. (counting the day of notice to the City).
- c. The City will assess the status of the account and if the returned payment transaction is not made good within the five business days, then the City will enforce all collection policies as per Section 5 of this City ordinance.
- d. Returned payment fees attach to all returned payment transactions including checks, auto-pay and online payments.
- e. Any account that has 3 returned payments during a twelve (12) month period will be placed on a Cash Only status for twelve (12) calendar months from the date of the last returned transaction.

(10) **Water Liens:** All service, usage, penalty and fees shall be a lien against the premises served.

Ledger and other records will be accessible for inspection by anyone interested in ascertaining the amount of such charges against the property with the submission and approval of a public records request, if applicable.

(11) **Billing Addresses:** Billing will be addressed exactly as the applicant has directed on the application for service. The Finance Department must be notified immediately of any change of billing address. Should the proper address not be supplied by the customer and/or owner, the City will attempt to solicit this information by delivery of a door hanger, which will list a date on which the water will be shut-off if no reply is forthcoming.

(12) **Rates:** All rates, charges, penalties and fees will be designated by resolution and approved by the Warrenton City Commission.

(13) **Vacancy/Vacation:** City of Warrenton water customers may request a temporary billing suspension for a period not to exceed six (6) months. This temporary billing suspension is limited to six (6) months in a twelve (12) month period. Customers will be charged a temporary suspension fee, as set by resolution, at the time their temporary billing suspension is to take effect. The customer will be required to pay their account balance, including all utility charges up to the date of suspension and the temporary suspension fee, at the time the service is suspended. The billing will continue and there will be no service suspension if the utility account has a balance. Upon the effective date of the temporary billing suspension, the City will turn off and lock the water meter. Upon the termination of the temporary billing suspension period, the water meter will be turned on and a temporary suspension fee will be assessed to the utility account for

reactivating the meter and reconnection of service. Upon meter activation, billing for utility service will restart. At the end of the six (6) month temporary billing suspension period, the water meter will be turned on and billing will be reinstated regardless of property occupancy status. Customers with special surcharge(s) or fee(s) attached to their utility bill are not eligible for a vacancy/vacation rate.

In the event that the sole property owner has passed away, billing may be suspended for a period of not more than twelve (12) months or until the property changes ownership, whichever comes first. A death certificate must be submitted to the City Manager, or designee for verification, at which time the account will be suspended. The account must be paid in full through the date of suspension. Billing shall not be backdated. The account is not subject to the temporary suspension fee but is subject to the miscellaneous service call fee, as set by resolution.

- (14) **New Construction Rates:** All service accounts associated with new construction projects shall be subject to the minimum base water rate plus consumption upon water meter installation. Rates for all other services will apply upon issuance of occupancy permit.
- (15) **Use of a Collection Agency:** Past due amounts from prior renters or owners may be sent to collection after the City has attempted to collect for 90-days. The owner of the property is the responsible party and therefore, the owner will be sent to collection for renter's past due charges. The City will not shut-off water on a new tenant but will send past due amounts to collection. The City will shut-off water on a new property owner if prior owner left any outstanding balance (the new property owner assumes any liens on the property). A collection fee of 50% of the principal amount owing will be added to the balance at the time of referral to the collection agency.

Section 6. FIRE PROTECTION, FIRE HYDRANTS, AND HYDRANT METERS

- (1) **Fire Service Lines:** Fire service lines may be installed at the expense of the property owner according to the City Engineering Standards. No use or connection other than fire protection is permitted on fire service lines.
- (2) **Unauthorized Use:** Unauthorized use of water from a fire line or fire hydrant shall result in an unauthorized use penalty, set by resolution, for the first billing cycle during which the use occurs. Any subsequent unauthorized use during a subsequent billing cycle within twelve (12) months of the first such use shall be charged an additional unauthorized use penalty, provided the City Manager or their designee may also impose an additional fee at their discretion after consideration of the circumstances of the use.
- a. If unauthorized use of a fire line or fire hydrant occurs four or more times within twelve (12) months of the first such use (including the first use in the count), the City Manager or their designee may thereafter treat the fire line or fire hydrant as a standard service subject to all applicable provisions of this Ordinance.
- (3) **Use of Fire Hydrant:** It shall be unlawful for any person to cut, alter, change, remove, disconnect or connect with, or in any manner interfere, meddle or tamper with any hydrant

owned or used by the City of Warrenton Public Works Department. The provision of this section shall not apply to the authorized local fire department. Other departments of the City may be allowed to connect on said hydrants with a hydrant meter, and must use a spanner or regulation wrench in connection therewith.

- (4) **Hydrant Meter:** Permits may be issued for the temporary connection to and operation of fire hydrants for construction sites and other approved uses. Permits can be obtained through the Public Works Department. Fees associated with said permit are set by resolution.
- a. Hydrant meters may only be used at the site specified on the permit, may not be left unattended, and must be removed from the hydrant after each use. Any hydrant meter still attached to the hydrant may be removed by the fire department or City designee in the case of an emergency or drill and the permittee will be billed for any damages to the hydrant or hydrant meter.
 - b. Spanner or regulation wrenches will be provided for check-out from the Public Works Department at the time of permit application.

Section 7. CROSS CONNECTION CONTROL

- (1) **Cross Connections Prohibited:** Cross connection(s) shall be prohibited and protection must be provided against such cross connection, as specified in Oregon Administrative Rules (OAR), Chapter 333. In the case of any premise where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete in-plant cross connection survey, the public water system shall be protected against backflow from the premise(s) by either an approved air gap or an approved backflow prevention assembly on each service to the premise, to provide premise isolation.
- (2) **Testing:** Tests must be submitted to the City's Water Quality Technician within ten (10) working days from test date and on a form acceptable to the City. Inspection and testing must be completed as specified.
- a. At the time of installation;
 - b. If repaired or relocated;
 - c. At least annually;
 - d. More frequently if required by the City;
 - e. After a backflow incident; or
 - f. After an approved air gap is re-plumbed
- (3) **New Connections:** Any new connection of one and one half (1 ½) inches in diameter or greater shall be required to install an approved backflow prevention assembly commensurate with the degree of hazard, as per table 43 in OAR Chapter 333, the Oregon Plumbing Specialty Code and the Public

Works Director or their designee. The term “new” as herein used in reference to new construction, annexation, or the City of Warrenton gaining jurisdiction over the water system.

- (4) **Float Valve:** No water shall be used in open tanks, troughs or other containers into which water drips continuously without the installation of automatic float valves.
- (5) **Irrigation:** All irrigation systems, residential and commercial, shall be protected by an approved backflow prevention assembly commensurate with the degree of hazard, as per table 43 in OAR Chapter 333, the Oregon Plumbing Specialty Code and the Public Works Director or their designee.
- (6) **Auxiliary Water Supply:** Premises supplied with water other than that furnished by the City may obtain City water at regular rates, provided no physical connection shall in any way, directly or indirectly, exist between the private and municipal systems. An approved backflow prevention assembly shall be installed on the customer service line to a premise where there is auxiliary water supply which is or could be connected to the municipal water system. Should such connection be found to exist without an approved backflow prevention assembly, the connection to City water will be shut-off.
- (7) **Pumps:** No person shall connect to any water main or service connection in the City’s water system, a pump or other apparatus for purposes of increasing pressure, which is capable of introducing any foreign liquid or material into said system, unless an approved backflow prevention assembly is used.
- (8) **Authority:** The Public Works Director, their designee or State Health Official has the authority to discontinue water service to premises for:
 - a. Failure to remove or eliminate an existing unprotected or potential cross connection;
 - b. Failure to install a required approved backflow prevention assembly, as required;
 - c. Failure to maintain an approved backflow prevention assembly; or
 - d. Failure to conduct the required testing of an approved backflow prevention assembly.

Water service may be reinstated once the above condition(s) are remedied. A fee may apply for disconnection/reconnection of water service.

Section 8. UNLAWFUL USE

- (1) **Unlawful Connection:** It shall be unlawful for any person to attach or detach from any water main or service pipe or other connection through which water is supplied by the City, or to interfere in any manner with such pipes or connections.

It shall be unlawful for any auxiliary water supply to be connected with the municipal supply in any way. If such connection is found to exist, the City water service will be disconnected and penalties will be assessed to the utility account.

It shall be unlawful for any unit, with the exception described for multi-units, to be occupied or used, either as a residence or as a place of business, without an individual connection and meter if required.

All unlawful connections found shall be reported to the Police Department for theft of service and subject to unauthorized use penalties.

- (2) **Supply to Vessel:** It shall be unlawful for any person operating a vessel to obtain water for its use from City mains except through a meter and from persons duly authorized to supply such water.
- (3) **Electrical Connections:** It shall be unlawful to ground any electrical appliance to any pipe connected to the water system.
- (4) **Prohibited or Restricted Use:** The City may prohibit the use of water for any purpose, such regulation being within the authority of the City Manager, Public Works Director or their designee or the Oregon Health Authority Drinking Water Program Official. These precautions are to promote the health and safety of the inhabitants of the City of Warrenton water system.

If a shortage of water shall exist, the City Manager shall have authority at any time to restrict the use of water. Failure to comply may result in penalties.

- (5) **Turn-On/Off by other than City Crew:** It is in violation of this ordinance for any unauthorized person to tamper with the City's shut-off valve; however, in case of emergency, City personnel may grant permission to the property owner or person(s) responsible to turn the water off or on, but only upon making notation of the account number, name of the permittee, date, address, meter number and whether or not the shut-off is to be temporary or permanent. Such information must be provided to the City for entry into the records within 48 hours of granting permission.

When permission has been granted to the owner or person(s) responsible for emergency turn on/turn off of the meter and where replacements, repairs, or adjustments of a meter are made necessary by an act of negligence or carelessness of the person(s) responsible for the premises, the expense to the City caused thereby may be charged and collected from the party that caused such act, negligence, or carelessness whether property owner or person(s) responsible for the premises.

Section 9. MISCELLANEOUS

- (1) **Inspection:** For the purpose of inspecting the condition of the pipes and fixtures, and the manner in which water is used, the City Manager or designee shall have free access, at proper hours of the day, to all parts of any building or premises in which water is delivered from City mains.

- (2) **Realtor Inspections:** A licensed realtor who wishes to have a property's water turned on and then off, for a house inspection, may pay an advance fee as set forth by City resolution (disconnect/reconnect), for a maximum of twenty-four (24) hours.
- (3) **Repairs:** The water may be shut-off from the mains, without notice at any time, for repairs or other necessary purposes, and the City of Warrenton Public Works Department and its delegates shall not be responsible for any consequent damages.
- (4) **Surplus Water:** The water department may furnish surplus water which would not affect the City's supply to areas outside the City boundaries, and charge the rates currently in force. Furnishing of water shall be conditioned by terms of a contract drawn for this service.
- (5) **Liability:** Any person violating any provision of this ordinance, causing the City to bring civil action against that person, shall be liable for court cost and reasonable attorney fees to be set by the court, including any appellate court fees, in the event the City is successful.
- (6) **Fine:** Any person violating any of the provisions of this ordinance may, upon conviction thereof, be punished by a minimum fine of \$1,000.
- (7) **Validity:** In case any portion or provisions of this ordinance should be held to be invalid for any reason whatsoever by any court, then all other provisions shall be held and considered to be independent of, and separable from, such invalid portions and shall not be affected or rendered void by the invalidity of such other portions.
- (8) **Effective Date:** This Ordinance shall take effect 30 days after its adoption.

ADOPTED by the City Commission of the City of Warrenton, Oregon, this ____ day of _____, 2025.

First Reading: ~~March 11, 2025~~ November 25, 2025

Second Reading: December 9, 2025

Henry A. Balensifer, III, Mayor

ATTEST:

Dawne Shaw, City Recorder



City Commission Agenda Memo

Meeting Date: November 25, 2025
From: Dawne Shaw, City Recorder
Subject: Renaming NE Iredale Avenue to NE Isobar Avenue

Summary:

On October 28, 2025 the Warrenton City Commission conducted the first reading, by title only, of Ordinance No. 1297; an Ordinance renaming NE Iredale Avenue to NE Isobar Avenue. This name change was recommended by staff to eliminate confusion due to duplicated street names in the City of Warrenton, specifically three streets sharing the name "Iredale."

Attached is the proposed Ordinance 1297 renaming NE Iredale Avenue to NE Isobar Avenue, presented for its second reading and adoption.

Recommendation/Suggested Motion:

1. "I move to conduct the second reading of Ordinance 1297 by title only; renaming NE Iredale Avenue in the City of Warrenton."
2. "I move to adopt Ordinance No. 1297."

Alternative:

None recommended

Fiscal Impact:

N/A

Attachments:

Ordinance 1297

Approved by City Manager: 

Ordinance No. 1297
Introduced by All Commissioners

AN ORDINANCE RENAMING NE IREDALE AVENUE IN THE CITY OF WARRENTON

WHEREAS, Warrenton Municipal Code (WMC) § 12.24.040(D)(1) specifies that the City is to avoid duplicating street names in the City; and

WHEREAS, there are currently three streets sharing the Iredale name; and

WHEREAS, in 1890 the plat for New Astoria was approved in the Hammond Oregon area, which included a north-south "Harrietta Street" crossing Pacific Avenue; Harrietta Street was subsequently changed in a civil survey (CS AA 6299) to "Iredale Street" on or around February 3, 1978; and

WHEREAS, Fort Stevens was decommissioned in 1947; the land around Fort Stevens was acquired from Clatsop County and the U.S. Army Corps of Engineers by Oregon State Parks between 1955 and 1974 and was gradually transformed into a state park; Peter Iredale Road itself was constructed as a short access road within Fort Stevens State Park, leading directly to the beach where the Peter Iredale shipwreck rests; Peter Iredale Road appears on USGS topographic maps from the 1980s onward, but not on earlier maps from the 1950s, suggesting it was built and named "Peter Iredale Road" sometime between; and

WHEREAS, In 1897 East Warrenton First Extension was platted, with a north-south "Arthur Street" traversing the Astoria and South Coast Railway (A&SCR) line; the railroad line has since been abandoned and NE Harbor Drive was established as an arterial street; Arthur Street was renamed NE and SE Iredale Avenues on a 1999 survey; SE Iredale Avenue remains undeveloped; NE Iredale Avenue serves a City of Warrenton-owned mini-storage and a privately owned warehouse; and

WHEREAS, The City of Warrenton property is the only one containing a NE Iredale Avenue address (60 NE Iredale Ave, Warrenton, OR 97146); and

WHEREAS, Oregon Revised Statutes Section 227.120 authorizes a municipality to rename a public street after a public hearing; and

WHEREAS, on 9 October 2025 the Warrenton Planning Commission held a public hearing to consider an ordinance to amend the name of NE Iredale Avenue; and

WHEREAS, at their 9 October public hearing the Planning Commission recommended the City Commission approve Ordinance No. 1297 renaming NE Iredale Avenue in the City of Warrenton; and

WHEREAS, at their 28 October 2025 public meeting, the Warrenton City Commission held a hearing to consider the Planning Commission's recommendation to approve Ordinance No.

1297 renaming NE Iredale Avenue in the City of Warrenton; and

WHEREAS, the Warrenton City Commission believes that NE Iredale Avenue has the potential to cause confusion with future developments; and

WHEREAS, the only affected property owner for a NE Iredale Avenue street name change is the City of Warrenton, as only the City of Warrenton has an existing structure addressed to and impacted by the proposed street name change; and

NOW, THEREFORE, the city of Warrenton ordains as follows:

Section 1. NE Iredale Avenue is hereby renamed NE Isobar Avenue (See Exhibit B).

Section 2. Effective Date. This ordinance takes effect upon the County receipt of this ordinance.

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of _____ 2025.

First Reading: 28 October 2025

Second Reading: 25 November 2025

APPROVED:

Henry A. Balensifer, Mayor

ATTEST:

Dawne Shaw, City Recorder

Existing Name

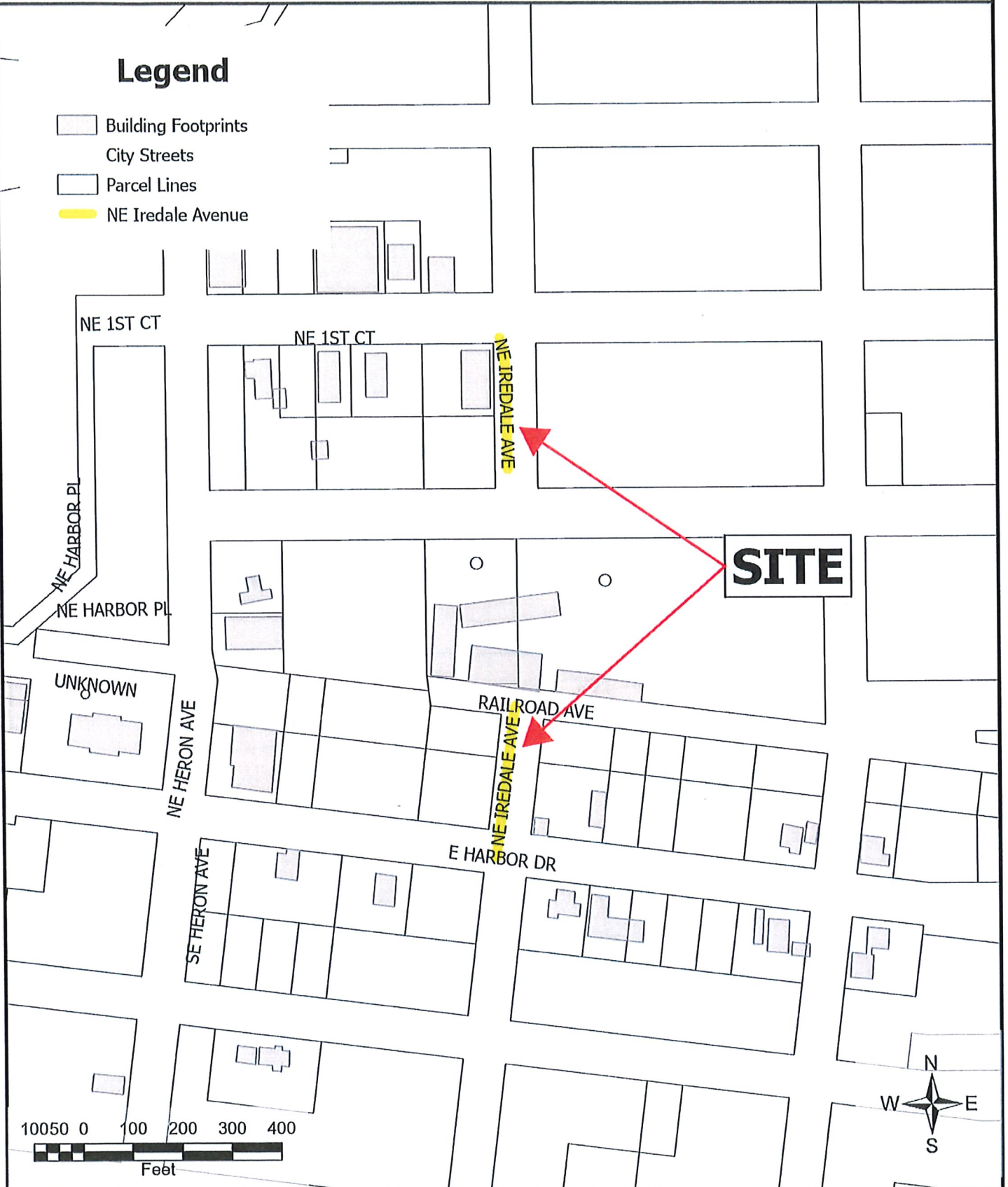
Item: NE Iredale Avenue Rename
Applicant: City of Warrenton
File # Ordinance

EXHIBIT "A"



Legend

- Building Footprints
- City Streets
- Parcel Lines
- NE Iredale Avenue



Proposed Name

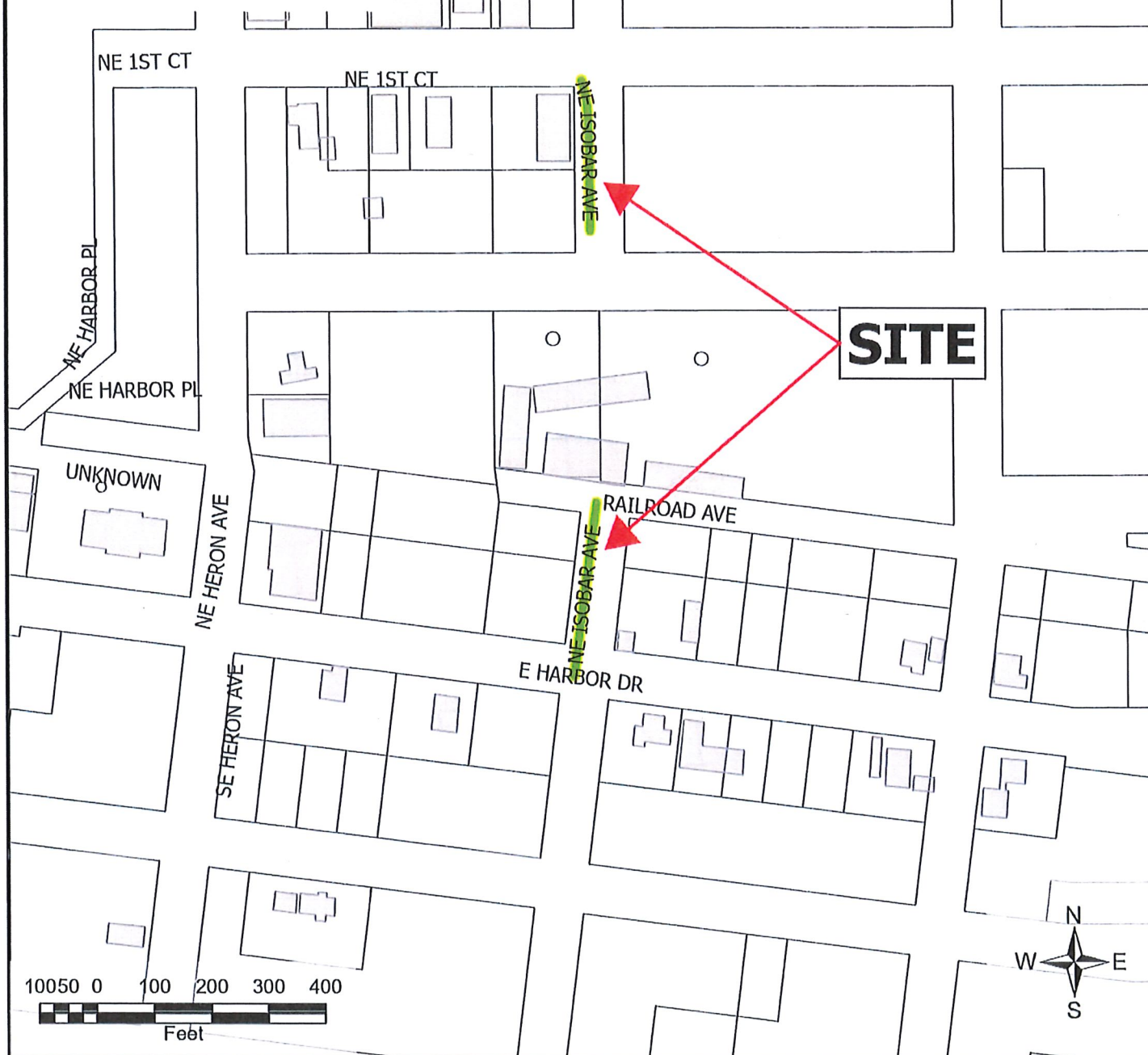
Item: NE Iredale Avenue Rename
Applicant: City of Warrenton
File # Ordinance

EXHIBIT "B"



Legend

- Building Footprints
- City Streets
- Parcel Lines
- NE Iredale Avenue
- Proposed Streets





City Commission Agenda Memo

Meeting Date: November 25th, 2025
 From: Kevin Gorman, Public Works Director
 Subject: Resolution No. 2711 - Sanitation Rates Adjustment

Summary:

The City of Warrenton worked with HDR Engineering to review the financial health of the sanitation utility and ensure the long-term reliability of solid waste services. The study found that operating costs, equipment replacements, and future capital projects have outpaced revenues under the current rate structure. Without an adjustment, the sanitation fund would face a growing shortfall that could impact service quality and delay needed investments in trucks and infrastructure.

To close this gap and maintain a stable, fully funded utility, HDR recommended a 26.3% sanitation rate increase beginning in 2026. This adjustment will allow the City to meet its operating expenses, fund essential capital projects, and sustain healthy reserves without taking on debt. For the average residential customer with one weekly pickup, the change equals \$4.51 more per month.

The increase strengthens the financial foundation of the sanitation system, helping the City continue providing dependable service while planning responsibly for growth, equipment replacement, and long-term community needs.

Recommendation/Suggested Motion:

"I move to conduct the first reading, by title, of Resolution No. 2711; Adopting and Setting Rates for Sanitation Services and Repealing Resolutions No. 2126 and 2219, and any others in conflict."

Alternative:

None recommended

Fiscal Impact:

The 26.3% rate adjustment will generate approximately \$225,000 in additional annual revenue, closing the funding gap and allowing the sanitation fund to cover operating and capital needs without incurring debt.

Attachments:

- Resolution No. 2711
- Exhibit A – Updated Sanitation Service Rates

Approved by City Manager: *Esther Moberg*

RESOLUTION NO. 2711

Introduced by: All Commissioners

Adopting and Setting Rates for Sanitation Services and Repealing Resolutions No. 2126 and 2219, and any others in conflict.

WHEREAS, the City of Warrenton must comply with Oregon Budget Law and cannot allow City Enterprise Funds to incur a deficit position; and

WHEREAS, it has been determined by the Warrenton City Commission that an adjustment in user rates is required to generate revenue in the Sanitation Fund to meet growing operating expenses.

NOW, THEREFORE, BE IT RESOLVED:

1. The Warrenton City Commission hereby adopts the user rates attached as EXHIBIT A and of this resolution.
2. All active accounts shall be required to have a minimum of on-call service whether any containers or dumpsters are picked up during the month, or not.
3. The charge for replacement containers will be based on the actual cost to the City.
4. Any fees, charges, taxes or other penalties that are assessed, requested, or required by this resolution are classified and not subject to limits of Section 11b, Article XI of the Oregon Constitution.
5. Resolution No. 2126 is hereby repealed
6. Resolution No. 2219 amending resolution no. 2126 is hereby repealed
7. This resolution shall become effective January 1, 2026.

First Reading: November 25th, 2025

Second Reading: December 9th, 2025

ADOPTED by the City Commission of the City of Warrenton this _____ day of _____, 2025.

Approved:

Henry A. Balensifer III, Mayor

Attest:

Dawne Shaw, CMC, City Recorder

Exhibit A

Increase of 26.3% from prior rates

Service	Rate
1 Can – Picked Up Weekly	\$ 21.66
1 Can – Picked Up Bi-Weekly	\$ 15.35
2 Cans – Picked Up Weekly	\$ 46.98
2 Cans – Picked Up Bi-Weekly	\$ 25.89
3 Cans – Picked Up Weekly	\$ 68.08
3 Cans –Picked Up Bi-Weekly	\$ 36.44
4 Cans – Picked Up Weekly	\$ 89.17
4 Cans – Picked Up Bi-Weekly	\$ 46.98
Senior Rate, 1 Can – Picked Up Bi-Weekly	\$ 9.02
Senior Rate, On-Call Service (Max. 1 can)	\$ 0.58
On-Call Service Minimum fee	\$ 4.80
1.5 Yard Dumpster – Picked Up Bi-Weekly	\$ 94.47
1.5 Yard Dumpster – Picked Up Weekly	\$ 198.39
Three, 1 1/2 Yard Dumpster Picked Up 3x Weekly	\$ 595.18
2 Yard Dumpster – Picked Up Weekly	\$ 224.37
2 Yard Dumpster – Bi-weekly	\$ 118.09
2 Yard Dumpster –Picked Up 2x Weekly	\$ 377.89
2 Yard Dumpster – Picked Up 3x Weekly	\$ 519.60
2 Yard Dumpster – Picked up 4x Weekly	\$ 673.12
2 Yard Dumpster – Picked up 5x Weekly	\$ 803.02
Two, 2 Yard Dumpsters – Picked Up Weekly	\$ 448.74
Two, 2 Yard Dumpsters – Picked Up 2x Weekly	\$ 755.78
Two, 2 Yard Dumpsters – Picked Up 3x Weekly	\$ 1,051.01
Three, 2 Yard Dumpsters – Picked Up 2x Weekly	\$ 1,145.48
Three, 2 Yard Dumpsters – Weekly Pickup	\$ 649.50
Four, 2 Yard Dumpsters -- Picked Up 2x Weekly	\$ 1,511.56
Four, 2 Yard Dumpsters -- Picked Up 3x Weekly	\$ 2,078.39
3 Yard Dumpster -- Picked Up Bi-Weekly	\$ 192.49
3 Yard Dumpster – Weekly Pickup	\$ 384.98
3 Yard Dumpster – Picked Up 2x Weekly	\$ 651.86
3 Yard Dumpster – Picked Up 3x Weekly	\$ 918.74
3 Yard Dumpster -- Picked up 4x Weekly	\$ 1,303.72
3 Yard Dumpster -- Picked up 5x Weekly	\$ 1,570.60
Two, 3 Yard Dumpsters – Picked Up 2x Weekly	\$ 1,303.72
Two, 3 Yard Dumpsters – Picked Up 3x Weekly	\$ 1,825.68
On-Call Pickup (Per Can, Per Occurrence)	\$ 7.33
Return Pickup (Per Occurrence)	\$ 7.33
Special Pickup (Per Can, Per Occurrence)	\$ 7.33
On-Call/Special/Temp 1.5 Yard Dumpster (Per Dump)	\$ 37.89
On-Call/Special/Temp 2 Yard Dumpster (Per Dump)	\$ 51.78
On-Call/Special/Temp 3 Yard Dumpster (Per Dump)	\$ 88.90



City Commission Agenda Memo

Meeting Date: November 25, 2025
 From: Jessica McDonald, Harbormaster
 Subject: Hammond Marina Grant Award Acceptance

Summary:

The City of Warrenton Marinas is presenting the City Commission with two grant awards: \$130,000 from the Oregon State Marine Board and \$390,000 from the Oregon Department of Fish and Wildlife, received through a joint grant application with the Marine Board. We respectfully request the City Commission's approval to formally accept both grants.

The City of Warrenton Marinas planned to contribute approximately \$200,000 in Capital Improvement Funds in FY 2026–2027 as the local match required to complete this project. A significant portion of the matching resources or funds can likely be met through the annual Pile Replacement Project at the Hammond Marina as well as administrative match associated with project management.

Recommendation/Suggested Motion:

"I move to authorize the acceptance of grant funds from Oregon State Marine Board and Oregon Fish and Wildlife in the total amount of \$520,000 for the Hammond Marina Center Launch Dock"

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

This grant award will be a tremendous benefit to the Marina Department as we proceed with the full replacement of the center launch lane at the Hammond Marina, a project already included in our Capital Improvement Plan for the 2026–2027 fiscal year.

Attachments:

- Sub-grant Agreement ODFW

Approved by City Manager: _____



**SUB-AWARD
GRANT AGREEMENT
between
OREGON DEPARTMENT OF FISH AND WILDLIFE
and
City of Warrenton
for
OR SFR BA – Hammond Marina Center Boarding Dock Replacement
RECIPIENT TYPE: Local Government**

This Grant Agreement is entered into by and between the State of Oregon acting by and through its **Department of Fish and Wildlife** (hereinafter referred to as ODFW), to **City of Warrenton** (hereinafter referred to as Recipient and also defined by USFWS as 'Sub-Recipient' of the federal pass through funds), both herein referred to individually or collectively as "Party" or "Parties." By signing this grant agreement and accepting grant funds, the Recipient, or a duly authorized representative of the Recipient, makes the representations and agrees to the obligations and conditions set forth below.

I. PURPOSE AND AUTHORITY

- A. ODFW is the recipient of a grant from: United States Department of the Interior, Fish and Wildlife Service

Federal Funding Agency (abbreviation):	USFWS
Federal Assistance Listings Number (ALN):	15.605 – Sport Fish Restoration
Federal Grant Number (FAIN):	F25AF02325
Federal Grant Name:	OR SFR BA - Hammond Marina Center Boarding Dock Replacement
Federal Date of Grant Award:	August 8, 2025
Federal Grant Award Total Amount:	\$390,000.00
ODFW Obligation from Federal Award to Recipient:	\$390,000.00
Recipient Obligation (via Cash Match and Program Income):	\$197,000.00-\$297,000.00
Recipient Obligation (via cash match/third party grant) - OSMB Boating Facility Grant #1763 to City of Warrenton.	\$130,000.00
Total Amount of this Project:	\$717,000.00-\$817,000.00

- B. Pursuant to its authority contained in ORS 496.525, ODFW enters this sub-award grant agreement under this award to pass through federal funds received by ODFW from USFWS Sport Fish Restoration Program to reimburse Recipient for expenses not to exceed \$390,000.00 of implementing a project where City of Warrenton is carrying out the purpose of the federal award.
- C. Recipient is charging 0% of indirect rate under this Agreement.
- D. Research and Development Project \$200.87 Yes ___ No X

II. TERM OF AGREEMENT

This agreement takes effect on the date of the last signature below and unless terminated or extended, this grant agreement expires on June 30, 2027. Pre-award costs incurred as of July 1, 2025, are hereby authorized under this

Agreement. ODFW will make no payment for any services performed or expenses incurred before the beginning date or after the expiration date of the period of performance: July 1, 2025, through June 30, 2027.

III. AGREEMENT DOCUMENTS

This agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits,
Exhibit A (Project Description and Budget),
Exhibit B (Project Location Maps and Boarding Dock Designs),
Exhibit C (ODFW Inadvertent Discovery Plan),
Exhibit D (Federal Compliance Terms),
Exhibit E (Insurance Requirements for First-Tier Contractors under Agreement),
Exhibit F (FFATA Data Collection Form),
Exhibit G (ODFW Debarment and Suspension Certification Form), and
Exhibit H (Administrative Summary), attached hereto and by this reference made a part hereof.

IV. RECIPIENT'S OBLIGATIONS

A. Implement Project. The Recipient will

1. implement the project, as defined in Exhibit A, B, C, and D.
2. request a formal amendment to the project if needed. Certain changes to the Project may only be made via formal amendment to this Agreement, as identified in section IV. J. Any prior approvals are to be sought from ODFW and not from the Federal Funding Agency.

B. Maintain Project.

1. The Recipient is responsible during the term of this agreement and for the useful life of installed project components to maintain the public boating access facility that results from the implementation of the project (Facility). If Recipient fails to maintain the Facility, at discretion of ODFW, the Recipient agrees to relinquish its interest in the Facility to ODFW via appropriate legal instrument and/or will repay funds paid to the Recipient by ODFW on Facility during this agreement.
2. Useful life expected to be 25 years as determined by useful life of similar construction and consistent maintenance.
3. Project Components consist of: new boarding docks and pilings.

C. Ensure the Public Boating Access Facility is used for its authorized purpose. The Recipient is responsible for the term of this agreement and during the useful life of its Facility/Components funded here to ensure that the Facility is used as a public boating access facility. If Recipient fails to maintain this use, then Recipient agrees to relinquish its interest in the Facility to ODFW via appropriate legal instrument or will repay funds paid to the Recipient by ODFW on Facility during this agreement.

D. Match. Recipient must provide a total of **\$130,000.00** in cash match towards project via OSMB Grant #1763 and will also provide **\$197,000** in cash match from City, including program income estimated at outlined in Exhibit A budget narrative. Recipient must document any cash and in-kind contributions Recipient makes to the Project and retain such documentation. A summary of the match contributed for the period, and the cumulative match amount must be included in Recipient's reimbursement requests.

1. Match costs may include (1) allowable costs incurred by ODFW, the Recipient, or cost-type contractors under this agreement where the costs are funded by non-Federal grants or by others' cash donations from non-Federal third parties and are not counted as match of another federal grant agreement or (2) third party in-kind contributions received during the period of performance of this Agreement.

E. Performance and Financial Reporting

1. Reports are due according to the following schedule:

a. Project Progress Reports:

Interim Performance Report for work 07/01/25-12/31/25	Due 2/16/26
Interim Performance Report for work done 01/01/26-12/31/26	Due 2/16/27

b. Final Project Report:

Final Performance Report for work 01/01/27-06/30/27	Due 07/30/27
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1. The Interim and Final Performance Reports must include:

- a. Status of Objectives (from Project Description Exhibit A) (What progress has been made towards completing the objective(s) of the project?), including a description of work completed and methods used in completing the work;
- b. Explanation of why any objectives or portions of objectives were not completed. If the work could not be performed within the period specified, provide a statement of the problem, the actions to be taken to resolve the problem, and when it is anticipated that the objectives will be completed;
- c. If applicable, identify and attach selected publications, photographs, screenshots of websites, or other documentation (including articles in popular literature, scientific literature, or other public information products) that have resulted from this project that highlight the accomplishments of the project.

F. Grant Reimbursement Requests

1. **Basis of Payment.** This is a reimbursable grant program. Recipient must complete or make progress on the Project before grant funds will be disbursed. Recipient must submit the final request for reimbursement to ODFW within thirty (30) calendar days of termination of this Agreement and is due no later than July 30, 2027.
2. **Request for Reimbursement.**
 - a. Recipient may request disbursement of the grant funds for up to a six-month period, but no more than once per month.
 - b. To request reimbursement, Recipient must submit a signed a request for reimbursement showing current and cumulative costs by budget category (i.e. Salaries, Fringe Benefits (OPE), Travel, non-expendable equipment (greater than \$10,000 per item), Supplies (less than \$10,000 per item), Contract Services, Construction, and Indirect Costs, if contained in the budget depicted in Exhibit A) and the total of current and cumulative match.

Or

Since this is a jointly funded ODFW/OSMB project, payment info can be submitted to OSMB who will share with ODFW project manager after OSMB review to consolidate payment paperwork. To request reimbursement, fill out joint OSMB/ODFW payment form provided under OSMB Grant #1763. Recipient must submit a signed a request for reimbursement showing current and cumulative costs by budget category (i.e. Salaries, Fringe Benefits (OPE), Travel, non-expendable equipment (greater than \$10,000 per item), Supplies (less than \$10,000 per item), Contract Services, Construction, and Indirect Costs, if contained in the budget depicted in Exhibit A) and the total of current and cumulative match. Make sure to include an invoice slip from your entity requesting the amount due with OSMB/ODFW form.

G. Give credit and seek approval before publishing publicity, news releases, and reports.

Recipient shall include the following statement if publishing any report, news release or publication regarding this project:

Partial funding for this project was provided through Oregon Department of Fish and Wildlife's Sport Fish Restoration Grant Program in cooperation with the USFWS, under Federal Award number F25AF02325.

- H. **Unauthorized use of grant funds.** Recipient will only be reimbursed for allowable costs of the recipient necessary for implementing the project, including allowable costs in the form of payments to cost-type contractors, under the terms of this agreement including all its Exhibits.
- I. **Dual Payment.** The Recipient may not be compensated for or receive any other form of dual payment for the costs reimbursed by ODFW for the project described in Exhibit A from any agency of the State of Oregon, the United States of America, or any other party.
- J. **Obtain Written Amendment prior to making changes.** No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both ODFW and Recipient. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
 - 1. **When Amendment Needed.** Recipient must request an amendment to this agreement prior to any of the following changes:
 - a. If recipient needs additional funding to complete the project (as identified in Exhibit A);
 - b. If recipient revises the scope or objectives of the project (as identified in Exhibit A);
 - c. If Recipient needs additional time to complete the project beyond the Term of Agreement or Period of Performance identified in Section II of this Agreement;
 - d. If Recipient changes key persons in cases where specific persons are identified in Exhibit A of this agreement;
 - e. If the Recipient intends to purchase equipment with a per unit value of \$10,000 or more, and the costs have not been identified in Exhibit A;
 - f. If the Recipient wants to subgrant or contract out services to a third party to perform activities which are central to the purpose of the work to be performed under this Agreement, where not already identified in Exhibit A.
 - 2. **Amendment Process.**
 - a. Any and all requests to ODFW for Amendment(s) to this agreement must:
 - i. be in writing addressed to ODFW's Project Manager;
 - ii. be made to ODFW as early as possible because these types of changes may require prior approval of USFWS before the change can be implemented;
 - iii. be made to ODFW at least 60 days prior to the expiration of the agreement; and
 - iv. state the reasons for the need to amend the agreement.
 - b. Upon receipt of any request for amendment to this Agreement, ODFW will review the request and
 - i. If in agreement with the request, and if necessary seek approval from USFWS promptly, and inform Recipient of USFWS's decision, including the date of USFWS approval, as soon as possible.
 - ii. If an amendment is approved, prepare a written amendment for signature by ODFW and Recipient.
 - iii. If an amendment is denied, submit a written notice to Recipient that the Amendment request is denied.

- K. Maintain Records.** Recipient shall create and maintain fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit ODFW, the Oregon Secretary of State's Office, the federal awarding agency and their authorized representatives to verify how grant funds were used.
1. **Expenditures.** All grant revenues and expenditures shall be documented in such a way as to readily identify and distinguish revenue and expenditures specific to this agreement from other federal and non-federal funding sources.
 2. **Funds Received.** Recipient shall assume liability for all funds received pursuant to this agreement and shall assume responsibility for repayment to ODFW of any expenditures not authorized by this agreement.
 3. Recipient shall retain all records (whether in electronic or hard copy form) created or maintained pertinent to this agreement (fiscal, program, and administrative) for a period of at least six (6) years from the date Recipient submits its project completion report.
 4. Records related to any real property or equipment purchased under this Agreement shall be maintained for a period of six years starting from the date of disposition, replacement or transfer of the real property or equipment.
- L. Provide access to records.** Recipient will provide access to ODFW, Federal Awarding Agency, the Comptroller General of the United States, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to the books, documents, papers and records (whether in electronic or hard copy form) of Recipient that are directly related to this agreement, the Project or the Grant Funds provided hereunder, for the purpose of monitoring compliance with this agreement, making audits, examinations, excerpts, and transcripts.
- M. Audits.** Subrecipient is responsible to comply with requirements and standards under [§200.501](#) Audit requirements.
- N. Closeout.** (See [§200.343](#)) ODFW will close-out this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Recipient. Recipient must:
1. Submit no later than 30 calendar days after the end date of the period of performance, all financial, performance and other reports as required by the terms and conditions of this Agreement.
 2. Liquidate all obligations incurred under this Agreement within 30 days after the end date of this Agreement.
 3. Make prompt payments to its subcontractors, if any, for allowable costs under this Agreement.
 4. Must promptly refund any balances of unobligated cash that ODFW paid in advance or paid and that are not authorized to be retained by the Recipient for use in other projects.
 5. Must make a settlement for any upward or downward adjustments to the award share costs after closeout reports are received.
 6. Must account for any real and personal property, if any, acquired from this Agreement.
 7. Complete all closeout actions no later than one year after closeout actions no later than one year after receipt and acceptance of all required final reports.

V. ODFW'S OBLIGATION

Provide funds. ODFW agrees to pay the Recipient the total sum not to exceed **\$390,000.00** ("Grant Funds") to reimburse Recipient for the allowable costs of implementing project as described in Exhibits A and B upon the following conditions:

1. ODFW has received sufficient funding, appropriations and expenditure authorizations to allow ODFW, in the exercise of its reasonable administrative discretion, to make the disbursement.
2. ODFW will pay Recipient no later than thirty calendar days (30) days following receipt and approval of Recipient's request for reimbursement.

3. ODFW will not pay for any project work performed before the beginning date or after the expiration date of the period of performance identified in Section II.
4. ODFW is not obligated to pay the Recipient if the Final Project Report and/or the Final Grant Reimbursement Request Form are delivered to ODFW more than thirty calendar days (30) days after the expiration of this Agreement.
5. ODFW will pay Recipient an approved federally recognized indirect cost rate negotiated between the Recipient and the federal government, or if no such rate exists, either a rate negotiated between ODFW and Recipient or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b).

VI. STANDARD CONDITIONS

- A. **Notice.** All notices required or allowed to be given by this Agreement shall be by first-class mail, facsimile, or e-mail and addressed to the Administrative and Project Manager contact of each organization as listed in Exhibit H.
- B. **Circumstances outside of Parties' Control.** Neither ODFW nor the Recipient will be held responsible for delay or failure to perform when such act or delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against.
- C. **Contribution**
 1. **Liability of One Party.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
 2. **Joint Liability.** With respect to a Third Party Claim for which the Parties are jointly liable, each Party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Party in such proportion as is appropriate to reflect the Parties' relative fault. The Parties' relative fault shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that Party had sole liability in the proceeding.
- D. **Indemnification by Subcontractors.** Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful actions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- E. **Dispute Resolution and Consent to Jurisdiction.**
 1. If a dispute should arise out of this Agreement, the Parties may attempt in good faith to resolve the dispute short of litigation. This may be done through communication between the Parties at any

management level, including at a level higher than persons directly responsible for administration of the Agreement or the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration), or both.

2. However, if a dispute is not resolved short of litigation, the Parties agree that any claim, suit or action between the Parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

F. Termination and Default

1. FOR CONVENIENCE

- a. **Termination by Recipient.** The Recipient may terminate this agreement at any time upon thirty (30) days prior written notice to ODFW setting forth the reasons for such termination, and the effective date, delivered by certified mail or in person to ODFW's Project Manager as listed in Exhibit H.
- b. **Termination by Mutual Consent.** ODFW may terminate this agreement with the consent of Recipient in which case ODFW and Recipient shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- c. **Termination by ODFW.** If the Federal Funding Agency's funding support for this project is terminated, suspended or discontinued, ODFW will immediately notify Recipient to stop all work and may terminate this agreement.

2. FOR CAUSE (DEFAULT)

- a. **Event of default.** A Party will be in default under this Agreement if:
 - i. the Party commits any material breach or default of any covenant, warranty, obligation or other provision under this Agreement or fails to perform under this Agreement within the applicable time specified under this Agreement; and
 - ii. such breach, default or failure is not cured within **30** days after the other Party's notice.
- b. **Remedies.** In the event a Party is in default under this Section, the other Party may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, without limitation:
 - i. Withhold all monies due under the Agreement;
 - ii. Exercise a setoff against any amounts due under this Agreement;
 - iii. Wholly or partly suspend or terminate this Agreement;
 - iv. Institute the dispute resolution process as outlined in Section VI.D. of this Agreement; and
 - v. Take other remedies that may be legally available.

These remedies are cumulative to the extent the remedies are not inconsistent, and the non-defaulting Party may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

3. Recipient's Obligation upon submittal or receipt of notice of termination.

- a. Within 30 days of submittal or receipt of a notice of termination of this agreement, the Recipient must, submit a final project report for work completed prior to termination.
 - b. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating ODFW's grant or causes or requires ODFW to return funds to the Federal Funding Agency, Recipient will return to ODFW an amount equal to the funds which ODFW is not reimbursed for or is required to return to Federal Funding Agency.
4. **ODFW's Obligations upon termination.** Upon termination of this Agreement and receipt of Recipient's final request for reimbursement, and subject to the limitations of this section, ODFW will reimburse Recipient for actual and allowable costs incurred under this Agreement prior to the termination date.
- G. **No Third Party Beneficiaries.** ODFW and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- H. **Non-appropriation.** ODFW's obligation to pay any amounts, perform any activities or provide any items under this Agreement is conditioned upon ODFW receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODFW, in the exercise of its reasonable administrative discretion, to meet its obligations under the Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of ODFW.
- I. **Subgrants, Subcontracts and Assignment.**
 1. Recipient may not enter into any subgrant or subcontract, not already identified in Exhibit A, or assign or transfer any of its interest in this Agreement without ODFW's prior written consent. Subawards and subcontracts with known parties identified in Exhibit A are deemed to be approved.
 2. Any subgrant entered into under this agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit D.
 3. Any contract entered into under this agreement:
 - a. Shall be awarded in accordance with [§200.317 to §200.326](#) Procurement Standards.
 - b. Shall contain the applicable terms and conditions of Exhibit D, "Federal Compliance Terms."
 - c. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall require the contractor to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses arising from a tort (as now or hereafter defined in in ORS 30.260), caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees, or subcontractors of the contractor ("claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
 4. Recipient shall requires its first-tier contractor(s) (i.e. a contractor with which the Recipient directly enters a contract) that are not units of local governments as defined in ORS 190.003, if any, to (i) obtain insurance specified under Exhibit E of this Agreement, (ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODFW. Recipient shall not authorize contractors to begin work

under the contract until the insurance is in full force. Thereafter, the Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the contracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce compliance. In no event shall recipients permit a contractor to work under a contract when the Recipient is aware that the contractor is not in compliance with the insurance requirements.

J. Reserved

K. Compliance with Applicable Law. Recipient agrees to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Recipient's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time and as identified in Exhibit D.

L. Integration. This agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.

M. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on RECIPIENT and ODFW, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.

The Recipient, by signature of its authorized official, hereby acknowledges that he/she has read this Agreement, understands it, agrees to be bound by its terms and conditions (including all references to other documents) and is authorized by the authorized official to execute this Agreement on the authorized official's behalf. Failure to comply with this Agreement and with applicable State and Federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and damages to ODFW.

STATE OF OREGON, by and through its
Department of Fish and Wildlife

RECIPIENT:
City of Warrenton

By: _____
Ken Loffink

By: _____
Name

Title: Chief Operating Officer

Title: _____

Date: _____

Date: _____

Federal Tax ID # _____

Federal UEI # MXASVPL41FV3

EXHIBIT A

PROJECT DESCRIPTION AND BUDGET

PROJECT DESCRIPTION AND BUDGET - ODFW to USFWS submitted SFR Grant Details

Project Title/Grant Name: OR SFR BA – Hammond Marina Center Boarding Dock Replacement

Public Description:

The Hammond Marina is the closest recreational boating access site to the Pacific Ocean in Warrenton, OR. The proximity means the site is severely impacted by winter storms and it is not unusual for the City of Warrenton to have reconnect and repair their docks throughout the basin. The existing center lane of boarding docks is approximately 28 years old and needs to be replaced. This project is to remove and dispose of the old, degraded center boarding dock at the boat launch and fabricate and install new docks.

Project Start Date: 08/15/2025 (including pre-award to 07/01/25 up to \$225,000 as outlined below)

Project End Date: 06/30/2027

ODFW Project Manager name, title, phone, email:

Name: Holly Huchko
Title: Sport Fish Restoration Coordinator
Phone: 541-464-2185
Email: Holly.A.Huchko@odfw.oregon.gov

Location:

- General Location: Oregon
- Includes Marine Federal Waters: No
- Location Description:
GPS Location: Latitude: 46.2025872N; Longitude: - 123.9523328W
Waterbody and mile: Columbia River

Location: From Highway 101, turn west onto OR-104 (E Harbor Street) toward Warrenton/Hammond. Continue on OR-104 for approximately 3.5 miles as it becomes E Harbor Drive. At the traffic light, turn left onto Pacific Drive and follow it for about one (1) mile. Turn right onto 2nd Street and continue straight into Hammond Marina.

Need:

The need for this project is to remove the existing failing center boarding dock at Hammond Marina boat basin in Warrenton, OR and replace with new docks and pilings.

Purpose:

This project will include removal and disposal of existing docks and installation of new docks and pilings. This project will provide a durable, safe, and accessible dock, ensuring continued use for years to come while enhancing the overall user experience at the Hammond Marina for boaters. Additionally, the new dock will improve accessibility for recreational boaters, making it easier and safer for individuals of all abilities to launch and retrieve their vessels.

Expected Results and Benefits:

These docks are crucial to be safe to facilitate loading and unloading of recreation boats and for staging, so this project will upgrade the unsafe failing docks that are held together with chain with decking/rub strips and

belting that will no longer stay in place and rotting wood. New boarding docks will be aluminum and will provide better longevity to stand up to harsh weather.

Objective:

Objective Name: Objective 1. Remove and dispose of existing boarding docks and fabricate/install new boarding docks and pilings.

Strategy: Facilities/Areas Construction, Renovation or Acquisition

Proposed Objective: Construct, renovate or acquire facilities

Pertains to R3: No

Activity: Recreational boating facilities

- Docks

of Facilities: 1

Objective Approach:

The City will follow their procurement practices to purchase the boarding docks and pilings as approved by OSMB staff engineers. The City or its contractors will be responsible for implementing the project, including:

Specific project will include:

1. Demolition and disposal of current wood boarding docks and removal of existing steel pilings
2. Fabrication, delivery and installation of new aluminum boarding docks (6'x60') and pilings (5@ 12")

Construction crews and equipment will access the project site via the existing docks and floating barges. The existing wood and steel pilings will be dislodged with a vibratory hammer and slowly lifted from the sediment and placed into a contained area for appropriate upland disposal. The proposed steel replacement pilings will be installed using a vibratory hammer to a depth of approximately 30 feet into the substrate. It is anticipated that each piling will require approximately 15 to 30 minutes of vibratory hammer use. In the event that the vibratory hammer cannot fully embed the replacement pilings due to obstructions below the substrate, use of an impact hammer may be required to seat the pilings to their required depth. It is estimated that the average installation rate will be four pilings per day. The contractor will implement appropriate sound attenuation methods as outlined in USACOE NWP-2022-176 the Measures to Minimize Impacts.

All removed docks and pilings will be placed in a contained area and hauled to an upland location for recycling or disposal.

Newly fabricated docks will be delivered and installed by floating out for placement/connection via the existing paved boat ramp at the site.

ESA: USACOE NWP-2022-176 including SLOPES In-Water Over-Water Structures (NMFS Tracking 2011/05585)

NHPA: USACOE NWP-2022-176, project will follow any NHPA requirements including IDP from this permit. If an IDP is not issued on the final USACOE permit, the project will use the ODFW IDP form for any inadvertent discoveries.

Objective Attachments: See Construction Plans Attachment in Exhibit B

Budget Narrative:

In-Kind Match– none

Pre-award costs- Any administrative costs towards project- planning, materials, dock fabrication, contracting, permitting fees as of 7/01/25 through 8/15/25 USFWS grant start date may be used as pre-award up to \$225,000. This may include deposits/retainers on dock fabrication contract.

Capital expenditures- installation of new piles/boarding docks will be made under this award.

3rd party funding sources– ODFW will pass through via sub-award to City of Warrenton up to \$390,000 in SFR funds (75%) which will be matched with 130,000 in OSMB cash state funds (25%) via BFG #1763. Additionally, City of Warrenton will provide an additional 197,000 in cash overmatch.

Program Income: since the launch fee is \$10/boat and the project will be completed in 2026, the only PI would be from whatever date project the docks are installed and open for public use (estimated by mid 2026, so projected at 6 months PI during grant from this revenue). At an estimated 20,000 launches per year (so 10,000 for 6 months), that would be an estimated PI revenue estimated at \$100k as cost share PI for the project.

Please obligate SFR funds at 5% Freshwater and 95% Marine Boating Access Funds.

Indirect Costs:

We are a U.S. state government entity receiving more than \$35 million in direct Federal funding each year with an indirect cost rate of 29% starting July 1, 2025. We submit our indirect cost rate proposals to our cognizant agency. A copy of our most recently approved rate agreement/certification is on file in the CI Region 1 Office.

Equipment Narrative:

No equipment will be purchased as part of this project.

Useful Life Narrative:

The boating facility improvements have an anticipated useful life of 25 years with consistent and responsive maintenance based on the documented useful life of similar construction in Oregon by OSMB Engineers.

Multipurpose Project:

This is not a Multipurpose Project.

Relationship to Other Grants:

OSMB Technical Assistance is provided to the project via SFR Grant F25AF01159 (ODFW passes through SFR money via sub-award 156-25 which expires 6/30/27).

Timeline:

Estimated Project Timeline: The completion of the work will be dependent upon review and federal funding compliance approvals. All work is anticipated to be completed no later than the end of 2026. All piling

replacements conducted below the HMT will take place during the SLOPES required IWWW for Columbia River (Oct 1-Nov 30).

Conflict of Interest Disclosure Statement:

ODFW, at the time of this application, is not aware of any actual or potential conflicts of interest that may arise during the life of this award which may affect ODFW, its employees, or its sub-recipients. Should an actual or potential conflict of interest arise during the period of performance, then ODFW will notify the USFWS CI Regional Office.

General:

Not Applicable.

Literature Cited:

Not Applicable

EXHIBIT B

Project Location Maps and Construction Plans

RESERVED

EXHIBIT C

Inadvertent Discovery Plan (IDP)

The approval of this sub-award is conditioned upon the recipient providing a copy of Inadvertent Discovery Plan (IDP) prior to beginning any on-site ground disturbing work. All projects with ground disturbing activities or potential ground disturbing activities, even when activities take place in previously developed areas, are required to have an IDP. If a federal IDP is in place for the project under USACOE NWP-2022-176, the federal IDP can be used. If a federal IDP is not in place for the project, please fill out and return the ODFW IDP form (Exhibit C) prior to work to SFR.Coordinator@odfw.oregon.gov (or call Holly with questions 541-315-5265).

RESERVED

EXHIBIT D

FEDERAL COMPLIANCE TERMS

I. OR SFR BA - Hammond Marina Center Boarding Dock Replacement ODFW Project Specific Compliance Requirements: USFWS Award #F25AF02325

1. Environmental Compliance Reviews

Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

1. As a condition of award, the Recipient and their sub-recipient(s) and contractor(s) must not begin any in-water work related to this award until the Service has notified you in writing that such work can begin. ODFW must email USFWS-CI staff the USACOE permit and notification that the Section 7 ESA compliance is covered under SLOPES prior to implementing any in-water work by the agency or sub-contractors. Additionally, ODFW and sub-contractors must comply with all of the minimization measures and terms and conditions in the permit and SLOPES Biological Opinion, as applicable to the funded activities.

2. Inadvertent Archaeological or Historical Discoveries

In the event any archaeological or historic materials are encountered during project activity, work in the immediate area must stop and the following actions taken:

1. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering;
2. Take reasonable steps to ensure the confidentiality of the discovery sites; and
3. Take reasonable steps to restrict access to the site of discovery.

The recipient must notify the concerned Tribes and all appropriate county, state, and federal agencies, including the State Historic Preservation Office. Agencies and the Tribe(s) will discuss the possible measures to remove or avoid cultural material, and will reach an agreement with the recipient regarding actions to be taken and disposition of material. If Human remains are uncovered, appropriate law enforcement agencies must be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribe(s) will take place in order to mitigate the final disposition of said remains.

II. Grant Recipient Compliance Requirements:

- A. Recipient is responsible to ensure compliance with the federal implementing regulations for the Dingell-Johnson Sport Fish Restoration Act, contained in 50 CFR Part 80.
- B. Recipient to comply with Assurances – Construction Programs (Standard Form 424D)
- C. Pursuant to 2 CFR Part 170, Recipient must complete and return the Federal Funding Accountability and Transparency Act (FFATA) form to ODFW prior to execution of this grant agreement.

III. Federal Terms and Conditions:

Without limiting the general requirement of Section J of the Agreement, Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

- A. Uniform Administrative Requirements, [2 CFR Part 200, Subparts A through D](#)
- B. Cost Principles [2 CFR Part 200, Subpart E](#)
- C. Central Service Cost Allocation Plans [Appendix V to Part 200](#)

- D. Indirect Cost Proposals [Appendix VII to Part 200](#)
- E. Audit Requirements [2 CFR Part 200, Subpart F](#)
- F. Federal Non-discrimination Statutes. Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by ODFW.
- G. Eligible Workers. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.
- H. Domestic preferences for procurements. §200.322
- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- I. Buy America Provision for Infrastructure Project Procurements.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials As required by Section 70914 of the Infrastructure Investment and Jobs Act <https://www.govinfo.gov/content/pkg/PLAW-117publ58/pdf/PLAW-117publ58.pdf> (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. Recipients must include the requirements in this section all subawards, including all contracts and purchase orders for work or products under this program.

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for

determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department of the Interior Buy America web page <http://www.doi.gov/grants/BuyAmerica> and the Office of Management and Budget Made in America web page <https://www.whitehouse.gov/omb/management/made-in-america/>.

- J. Prohibition on certain telecommunications and video surveillance services or equipment. §200.216
- K. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. §200.321
- L. To the extent applicable to this award, Recipient is responsible to comply with
 - 1. National Environmental Policy Act; E.O. 11514 (which requires the recipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
 - 2. E.O. 11990: Protection of Wetlands (which requires the recipient to comply with environmental standards for the protection of wetlands)
 - 3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
 - 4. Coastal Zone Management Act (which requires recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).'
 - 5. Wild and Scenic Rivers Act (which requires the recipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
 - 6. Historic Preservation Act, E.O. 11593 (which requires recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).
 - 7. Endangered Species Act (which requires the recipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).
 - 8. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).
- M. Other Requirements (USFWS specific)
 - 1. Universal Identifier and Central Contractor Registration [2 CFR Part 25](#)
 - 2. Reporting Sub-awards and Executive Compensation [2 CFR Part 170](#)
 - 3. Award Term for Trafficking in Persons (applicable to private entity sub-recipients) [2 CFR Part 175](#)
 - 4. Government-wide Debarment and Suspension (Non-procurement) [2 CFR Part 1400](#)
 - 5. Requirements for Drug-Free Workplace (Financial Assistance) [2 CFR Part 1401](#)

6. [43 CFR 18](#) New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in [43 CFR Part 18, Appendix A](#), Certification Regarding Lobbying.
7. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. [41 USC §6306](#)
8. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order. [Executive Order 13513](#).

EXHIBIT E

Insurance Requirements for First Tier Contractors under this Agreement

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit prior to performing under this Grant Agreement. Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Recipient maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Recipient.

1. Workers' Compensation & Employers' Liability

☒ **Required by Agency of Contractors with one or more workers, as defined by ORS 656.027**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Recipient is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

2. Commercial General Liability ☒ **Required by Agency** ☐ **Not required by Agency**

Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

3. Automobile Liability ☒ **Required by Agency** ☐ **Not required by Agency**

Recipient shall provide Automobile Liability Insurance covering Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

1. EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered

hereunder, must be called upon to contribute to a loss until the Recipient's primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

2. ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

3. ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Grantee/Recipient's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

4. WAIVER OF SUBROGATION:

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Recipient shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Recipient or the Recipient's insurer(s).

5. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Recipient's completion and Agency's acceptance of all Services required under the Grant Agreement, or
- (ii) Agency or Recipient termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

6. CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

7. NOTICE OF CHANGE OR CANCELLATION:

Recipient or its insurer must provide at least 30 calendar days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

8. INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by Agency under this Grant Agreement and to provide updated requirements as mutually agreed upon by Recipient and Agency.

9. **STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit.

EXHIBIT F

FFATA Data Collection Form

FFATA Data Collection Form for Subaward

The [Federal Funding Accountability and Transparency Act](#) (FFATA) requires ODFW to report on certain federal subawards that are greater than or equal to \$30,000 via a public website operated by the federal government (2 CFR 170). This reporting applies only to subawards issued under federal grants, unless the Subrecipient is an individual.

Section A: ODFW completes this section.

1. Prime Federal Award (received by ODFW) is a ☒ grant or ☐ contract
2. Federal Grant Number: F25AF02325
3. Program or Project Title from Federal Grant: OR SFR BA - Hammond Marina Center Boarding Dock Replacement
4. Federal Agency Name: United States Department of the Interior, Fish and Wildlife Service (USFWS)
5. Total Amount of Subaward: \$390,000.00
6. Subaward Agreement Number: 294-25
7. Short Description of work, supplies or services to be performed by Subrecipient:
ODFW will pass through USFWS SFR funds to City of Warrenton for the Center Boarding Dock Replacement.

Section B: Subrecipient completes this section.

1. Active SAM.gov Unique Entity ID (UEI)¹: MXASVPL41FV3
2. Name of Subrecipient Organization (exactly as entered in SAM.gov):
City of Warrenton
3. Subrecipient Principal Place of Performance (primary place work will be performed)

¹ If organization does not have a UEI number, it can obtain one at sam.gov. Subrecipients are not required to complete full registration in sam.gov to obtain a UEI (2 CFR 25.300).

- a. City: _____
- b. State: _____
- c. Country: _____
- d. Zip + 4: (+ 4 is required--see <https://tools.usps.com/zip-code-lookup.htm>) _____
4. In the Subrecipient's preceding fiscal year, did the subrecipient receive (1) 80 percent or more of its annual gross revenues from Federal contracts, subcontracts, loans, grants, subgrants, cooperative agreements and/or other forms of Federal financial assistance; **AND** (2) \$25 million or more in annual gross revenues from Federal contracts, subcontracts, loans, grants, subgrants, cooperative agreements and/or other forms of Federal financial assistance?
- ☐ Yes or ☒ No
- If Yes, continue to question 5. If No, complete Question 7.
5. Does the public have access to the names and total compensation of the Subrecipient's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
- ☐ Yes or ☒ No

If No, complete question 6. If Yes, complete Question 7.

6. List the names and total compensation² of the Subrecipient's five most highly compensated officers:

Name	Total Compensation
(1) _____	_____
(2) _____	_____
(3) _____	_____
(4) _____	_____
(5) _____	_____

7. Subrecipient Authorized Signature

As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Signature of Subrecipient Authorized Representative

Name: _____

Title: _____

Phone Number: _____

²Total compensation (2 CFR 170.300) means the cash and noncash dollar value earned by the executive during the Subrecipient's preceding fiscal year and includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

EXHIBIT G

OREGON DEPARTMENT OF FISH AND WILDLIFE
Certification Regarding
Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier
Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension", and 2 CFR Part 180 or 48 CFR 52.209-6.

By signing and submitting this form, the prospective lower tier participant is providing the certification set out below.

- The prospective lower tier participant certifies, by submission of this form, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant shall provide immediate written notice to the person to which this form is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- The prospective lower tier participant agrees by submitting this form that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- The prospective lower tier participant further agrees by submitting this form that it will include the clause titled "Debarment and Suspension," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Full Organization Name:

Name and Title of Authorized Representative:

Signature Date:

294-25
ODFW Agreement Number:

EXHIBIT G continued

**OREGON DEPARTMENT OF FISH AND WILDLIFE
Certification Regarding
Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered
Transactions
Instructions for Certification**

- The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this form is submitted for assistance in obtaining a copy of those regulations.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (<http://epls.gov>).
- Nothing contained in the foregoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by the clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

EXHIBIT H

ADMINISTRATIVE SUMMARY

RECIPIENT'S CONTACT INFORMATION:

Project Manager: Jessica McDonald
Address: 501 NE Harbor Place,
PO Box 250
Warrenton, OR, 97146
Telephone: 503-861-3822
Email: jmcdonald@warrentonoregon.us

Contracts Officer: Jessica Barrett
Address: PO Box 250
Warrenton, OR, 97146
Telephone: 503-861-2233
Email: jbarrett@warrentonoregon.us

ODFW'S CONTACT INFORMATION:

Project Manager: Holly Huchko
Address: 4192 N. Umpqua Hwy
Roseburg, OR, 97470
Telephone: 541-315-5265
Fax: 541-673-0372
Email: Holly.A.Huchko@odfw.oregon.gov

Contracts Officer: Patty Whalen
Address: 4034 Fairview Industrial Drive SE
Salem, OR 97302-1142
Telephone: (503) 979-6963
Fax: (503) 947-6156
Email: Patty.L.Whalen@odfw.oregon.gov

Accounts Payable: Jessica Burns-Casey
Address: 4034 Fairview Industrial Drive SE
Salem, OR 97302-1142
Telephone: (503) 947-6175
Fax: (503) 947-6140
Email: Jessica.K.Burns-Casey@odfw.oregon.gov



November 20, 2025

To the Warrenton City Commission:

The purpose of this letter is to provide written nominations for the commission's consideration for appointment to respective city boards.

Planning Commission (4 Applicants):

David Burkhart for Position No. 3

- Term Commencing January 1, 2026 and ending December 31, 2029.

Carla Gonzalez for Position No. 4

- Term Commencing Immediately and ending December 31, 2026

Brooke Terry for Position No. 6

- Term Commencing Immediately and ending December 31, 2027

All three of the above have either been involved in residential and commercial development projects, or work in industries related to development. However, none of them will create a "doubling up" of industries represented on the Planning Commission as the Planning Commission may not have more than two people in the same industry on the board per state law.

Applied but not nominated: Grant Lehman (application received after interviews were concluded).

Recommended Motion

"I move to appoint David Burkhart to Position No. 3, Carla Gonzales to Position No. 4 and Brooke Terry for Position No. 6 on the Warrenton Planning Commission and setting their terms of office as provided in their nomination letter.

Alternate Motion:

"I move to table the decision and request the Mayor submit a nomination from a larger candidate pool."

Parks: (6 Applicants, 2 Open seats, 2 expiring w/out reapplication)

Park had a record number of applicants. Due to the sheer number, I am planning to have a all-applicant meeting vs. interview

Applicants include:

- Shane Hall
- David Rubens* Lives out of state, ineligible for nomination
- Jason Lambert
- Dacei DeVos
- Matt Ahearn
- Andres Cruz

Budget Committee: (1 Applicant)

- Grant Lehman for Position No. 1
 - Term commencing January 1 and ending December 31, 2028.

Recommended Motion

"I move to appoint Grant Lehman to Position No. 1 on the Warrenton Municipal Budget Committee and setting his term of office as provided in their nomination letter.

Alternate Motion:

"I move to table the nomination for the Warrenton City Budget Committee indefinitely and direct the Mayor to submit a different nominee."

Warrenton Marinas Advisory Committee: (1 Applicant)

- Jennifer Fowler for Position No. 3
 - Term commencing January 1, 2026 and ending December 31, 2027.

Recommended Motion

"I move to appoint Jennifer Fowler for Position 3, and setting her term of office for Position No. 3

Alternate Motion:

"I move to table the nomination for the Marinas Committee indefinitely and direct the Mayor to submit a different nominee."

Sincerely,



Henry A. Balensifer III
Mayor



AGENDA MEMORANDUM

To: The Honorable Mayor and Members of the Warrenton City Commission

Copy: Esther Moberg, City Manager

From: Brian Alsbury, Fire Chief

Date: November 18th, 2025

Regarding: SeaWestern MagneGrip Diesel Exhaust Removal System

Summary

The Warrenton Fire Department would like to move forward with the purchase of a diesel exhaust system from MagneGrip SeaWestern. This is a project in the current fiscal year 2025/2026 CIP.

Recommendation / Suggested Motion

"I move to authorize the mayors signature on the contract for the MagneGrip Diesel Exhaust System by SeaWestern."

Alternative

Not feasible.

Fiscal Impact

This project is part of the FY 2025/2026 CIP

Attachments

Contract and Bid/Quote

Approved by City Manager: _____

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

CITY OF WARRENTON

CONTRACT FOR GOODS AND SERVICES

CONTRACT:

This Contract, made and entered into this 17th day of November 2025, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and SeaWestern, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

WHEREAS, the CITY requires goods and services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONTRACTOR is able and prepared to provide such goods and services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACTOR GOODS AND SERVICES: (Title:MagneGrip Diesel Exhaust Removal System)

A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, dated 09/13/2025, and is attached hereto as Exhibit A.

B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$75,387.75 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a final invoice referencing MagneGrip Install for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@warrentonoregon.us. City pays net 21 upon receipt of invoice.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the CITY the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Fire Chief Brian C. Alsbury.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Jay Bowers.

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning

such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

13. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONTRACTOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to CITY, contractor, or others resulting from or arising out of CONTRACTOR'S negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and The CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

15. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

A. **Commercial General Liability.** Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and Advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined

single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Automobile Liability. Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.

C. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, Contractor shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

17. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as due, to all persons supplying CONTRACTOR labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

18. PAYMENT OF MEDICAL CARE

Contractor 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 agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or

deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. STANDARD OF CARE

The standard of care applicable to contractor's services will be the degree of skill and diligence normally employed by contractors performing the same or similar services at the time CONTRACTOR'S services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

20. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries.

21. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

22. BUSINESS LICENSE

A City of Warrenton Business License is required for all businesses working within the City of Warrenton. Information for this process is available on the City of Warrenton website at <http://ci.warrenton.or.us/> or by calling 503-861-2233.

23. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

City of Warrenton, a Municipal Corporation

BY: _____
Henry A. Balensifer III, Mayor Date

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CONTRACTOR:

BY: _____
Date

P.O. Box 51,
Kirkland, WA 98083



SEAWESTERN

FIRE FIGHTING EQUIPMENT

Quote

Phone: (425) 821-5858
Email: info@seawestern.com
www.seawestern.com

Bill To:		Ship To:		Date	08/14/2025
ATTN ACCOUNTS PAYABLE CITY OF WARRENTON PO BOX 250 WARRENTON OR 97146 United States		WARRENTON FIRE DEPT 225 South Main Warrenton, OR 97146		Customer No.	10898
				Quote No.	QUO34816
				Sales Rep	
				Jay Bowers	

Expires	Attention	Delivery	FOB
09/13/2025	Chief Brian Alsbury		

Pricing valid for listed quantities
Returns accepted within 30 days of receipt
Restocking fee up to 25% will apply on any non-stock merchandise
Custom orders are non-cancellable, non-returnable
Unless otherwise noted, pricing does not include shipping
3% credit card processing fee for payments over \$2,500

Qty	Unit	Part Number	Description	Unit Price	Ext. Price
1	EA	MAG VSR 241	MagneGrip 24 ft. vertical stack rail for back in vehicle parking, includes (4) sections of rail 9" diameter by 6 feet long, rail pins, catcher, rubber lips, support legs, foot kits, 8" plenum, 8" up blast gate, 5" vertical stack adapter, 8" x 5' blue/white hose, end caps and auto start transmitter.	7,420.00	7,420.00
5	EA	MAG SFTMPRO 301	MagneGrip 30 ft. Pro sliding flex hose system with 5" hose, includes (5) sections of track, support legs, feet kits, slinky hose, 5" blue/white hose, 5" Pro hi temp solid blue lower hose, knob handle, balancer, lifting elbow, pressure sensor, standard transmitter, 6" blast gate, and 5" or 7" Pro tailpipe adapter.	5,900.00	29,500.00
1	EA	MAG CF363-5	MagneGrip Cincinnati fan/motor assembly, 5 HP, three phase, 3300 CFM at 6" sp, 12" inlet and outlet. Made in the USA. Requires 30 amp circuit and #8 wiring.	5,250.00	5,250.00
1	EA	MAG 500179-08	MagneGrip control panel for 5 HP three phase fan, wireless capabilities, stop button, UL certified, NEMA 4 enclosure, variable timer.	1,845.00	1,845.00
1	EA	MAG 500157-12	MagneGrip 12" upblast and rain damper, specifically designed for exhaust removal systems, galvanized	570.00	570.00
1	EA	MAG 500151-12	MagneGrip 12" x 36" exhaust silencer, specifically designed for exhaust removal systems.	900.00	900.00
1	EA	MISC	MagneGrip Misc. Reducers and Clamps	445.00	445.00
1	EA	MagneGrip Install	Install includes travel, equipment installation, equipment rental, electrical installation, spiral duct, hardware, start up, calibration, and training. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will	29,457.75	29,457.75



SEAWESTERN

FIRE FIGHTING EQUIPMENT

Phone: (425) 821-5858
Email: info@seawestern.com
www.seawestern.com

Qty	Unit	Part Number	Description	Unit Price	Ext. Price
			become an extra charge over and above the quotation. All agreements contingent upon acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, explosions, war, acts of terrorism, epidemics, pandemics, strikes and labor disputes, or other delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. SeaWestern is licensed and insured according to all laws and regulations. EXCLUSIONS TO THE PROJECT PROPOSED: 1. Permits, fees, bid/performance bonds, and insurance requirements, unless expressly requested in bid documents and listed in SeaWestern proposal are not included in this proposal; including but not limited to, load calculations, technical drawings, submittals, shop drawings, and permit drawings of any kind. Should any of these items be required, a separate quote will be required. 2. Outside services, not limited to but including, concrete work, exterior penetrations, fork or scissor lift rentals, etc. are not included, unless indicated in proposal. 3. Payment terms are noted on the proposal. Should you require different terms than noted, an addendum to this contract will need to be fully executed before revised terms will be accepted. 4. This proposal includes electrical work as quoted. SeaWestern's electrical modifications to the building are specific to this project only, and include running wiring from building's existing electrical panel to exhaust system control panel, and from exhaust system control panel to fan and motor. SeaWestern assuming the building is currently equipped with electrical conditions sufficient to operate the proposed control panel and exhaust fan/motor. Electrical improvements/modifications required to enable proper operation of the proposed equipment are not the responsibility of SeaWestern, but of the customer/owner of the building. 5. SeaWestern is not responsible for installation of vehicle-mounted transmitter(s). If specified in proposal, SeaWestern will provide hardware, with customer assuming responsibility and expense of installation on vehicles. - QTY (5) MagneGrip Sliding Flexhose Track (SFT) Exhaust Systems for QTY (5) back-in apparatus parking - QTY (1) MagneGrip Vertical Stack Rail (VSR) System(s) for QTY (1) back-in vertical stack exhaust rig		

Total **\$75,387.75**



City Commission Agenda Memo

Meeting Date: November 25th, 2025
 From: Kevin Gorman, Public Works Director
 Subject: Request to Award Construction Contract- Seafarer's Park Bank Stabilization Project

Summary:

The Seafarer's Park Bank Stabilization Project will repair and stabilize the eroded shoreline area at the south end of the park. The work includes reshaping approximately 17,500 square feet of damaged bank and installing engineered riprap rock to prevent further erosion and protect the adjacent pavement, utilities, and public access areas. Asphalt restoration is also included where settlement has occurred.

Seven bids were received and opened on November 13, 2025, and the Engineer's Opinion of Probable Construction Cost was approximately \$380,850.00. The lowest responsive and responsible bid was submitted by Earthworx Excavation, LLC in the amount of \$336,840.00. The engineer has confirmed the bid is complete, the contractor's license is current, and all bid items are accurately summarized. The Notice of Intent to Award will be issued prior to the Commission meeting, beginning the required seven-day protest period.

This award is contingent upon completion and resolution of the protest period in accordance with City procurement policy, and the contract will not be executed until any protests, if submitted, are resolved.

Recommendation/Suggested Motion:

"I move to award the Seafarer's Park Bank Stabilization Project construction contract to Earthworx Excavation, LLC in the amount of \$336,840.00 and authorize a 10% contingency, for a total not-to-exceed amount of \$370,524.00."

Alternative:

None recommended

Fiscal Impact:

The Seafarer's Park Bank Stabilization Project budget of \$305,000 is insufficient to cover the lowest construction bid. Staff recommend reallocating a portion of available funds from the SE 2nd Street Improvements project to close the shortfall. Adequate funding will remain for SE 2nd Street engineering, and construction funding can be re-evaluated in the next budget cycle.

Attachments:

- Engineer Recommendation
- Bid tabulation
- Draft Contract Agreement

Approved by City Manager: _____



November 17, 2025

City of Warrenton
Attn: Kevin Gorman, Public Works Director
45 SW 2nd Street/PO Box 250
Warrenton, OR 97146

**Re: Recommendation for Bid Award for Seafarer's Park Bank Stabilization Project
North Coast Civil Design, Project No. 24016War**

Dear Mr. Gorman:

There were 10 prime plan holders for the above referenced public works project. The public bid opening was held on November 13, 2025, at 2:00 PM, at which time there were 7 bids submitted.

Upon reviewing the bid packages submitted, we recommend that the project be awarded to Earthworx Excavation, LLC, for the calculated amount of \$336,840.00. The Engineer's Opinion of Probable Construction Cost for this project is approximately \$380,850.00. Upon your authorization, we will issue the required Notice of Intent to Award the contract to the lowest responsive bidder identified above. Notwithstanding any bid protests that might be submitted within seven days after the date of the Notice of Intent to Award the contract, we will then award the contract to the lowest responsive bidder identified above.

Upon your approval, we will send out the notification to the 7 contractors who submitted bids.

We have included a copy of the Bid Evaluation Spreadsheet with this letter for your information.

If you have any questions, regarding this project or the bid process, please feel free to call at your convenience.

Sincerely,
North Coast Civil Design, LLC,

Kyle Ayers, P.E.
Principal-in-Charge

Enclosure: Seafarer's Park_Bid Evaluation Worksheet_111325

CC: NC Civil Project File

SEAFARER'S PARK BANK STABILIZATION PROJECT (#9811573)

Owner: Warrenton OR, City of

Solicitor: North Coast Civil Design

11/13/2025 02:00 PM PST

Item Code	Item Description	UofM	Quantity	1		2		3		4		5		6		7	
				Earthwork Excavation, LLC		Big River Construction Inc.		wickwire contracting LLC		Groat Brothers Inc		S.E.A. Construction, LLC		Lyda Excavating, Inc.		Lee Contractors, LLC	
				Unit Price 1	Total 1	Unit Price 2	Total 2	Unit Price 3	Total 3	Unit Price 4	Total 4	Unit Price 5	Total 5	Unit Price 6	Total 6	Unit Price 7	Totals 7
1	Mobilization, Traffic Control & Flagging (5% Max)	LS	1	\$8,710.15	\$8,710.15	\$11,820.00	\$11,820.00	\$20,000.00	\$20,000.00	\$46,000.00	\$46,000.00	\$26,500.00	\$26,500.00	\$29,500.00	\$29,500.00	\$65,000.00	\$65,000.00
2	Excavate-waste/haul of rock/concrete/metal/organic/debris (Contractor's Site)	CY	3250	\$43.79	\$142,317.50	\$10.75	\$34,937.50	\$23.00	\$74,750.00	\$35.00	\$113,750.00	\$23.00	\$74,750.00	\$45.00	\$146,250.00	\$30.00	\$97,500.00
3	Excavation of Key Trench	CY	180	\$41.95	\$7,551.00	\$10.75	\$1,935.00	\$24.00	\$4,320.00	\$35.00	\$6,300.00	\$50.00	\$9,000.00	\$60.00	\$10,800.00	\$30.00	\$5,400.00
4	Furnish & Install ODOT Type 700 Riprap, median diameter stone, 1.3', median wt, 200# (KEYTRENCH), per plans	TONS	415	\$29.69	\$12,321.35	\$58.50	\$24,277.50	\$50.00	\$20,750.00	\$55.00	\$22,825.00	\$95.00	\$39,425.00	\$70.00	\$29,050.00	\$75.00	\$31,125.00
5	Furnish & Install ODOT Type 700 Riprap, median diameter stone, 1.3', median wt, 200# (FIELD), per plans	TONS	3100	\$30.00	\$93,000.00	\$58.50	\$181,350.00	\$50.00	\$155,000.00	\$55.00	\$170,500.00	\$62.00	\$192,200.00	\$60.00	\$186,000.00	\$100.00	\$310,000.00
6	Furnish & Install Type 2 Geotextile Fabric	SY	2000	\$3.00	\$6,000.00	\$2.25	\$4,500.00	\$2.00	\$4,000.00	\$5.00	\$10,000.00	\$9.00	\$18,000.00	\$5.00	\$10,000.00	\$18.00	\$36,000.00
7	Furnish & Install Bedding Stone, ODOT STD Materials-Construction Entrance Agg. 00280.6, Median Dia = 3"	TONS	2000	\$22.50	\$45,000.00	\$40.00	\$80,000.00	\$33.00	\$66,000.00	\$35.00	\$70,000.00	\$63.00	\$126,000.00	\$60.00	\$120,000.00	\$50.00	\$100,000.00
8	Furnish and Install 3/4"-0" Agg/Top Soil, Includes Final Grading, AT ENG. DIRECTION	CY	60	\$24.00	\$1,440.00	\$107.50	\$6,450.00	\$112.00	\$6,720.00	\$50.00	\$3,000.00	\$204.00	\$12,240.00	\$160.00	\$9,600.00	\$150.00	\$9,000.00
9	Erosion and Sedimentation Control, Stormwater Management	LS	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00
10	Finish bank top w/AC, 2-lifts-2" thick/lift, (300 x 10 x 0.33), per plans	TONS	80	\$250.00	\$20,000.00	\$296.00	\$23,680.00	\$252.00	\$20,160.00	\$250.00	\$20,000.00	\$310.00	\$24,800.00	\$255.00	\$20,400.00	\$210.00	\$16,800.00
Base Bid Total:				\$336,840.00		\$369,950.00		\$372,700.00		\$472,375.00		\$532,915.00		\$591,600.00		\$680,825.00	

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025 by and between

CITY OF WARRENTON

hereinafter called the Owner, and _____, hereinafter called the "Contractor."

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

ARTICLE I - Scope of the Work

The Contractor hereby agrees to furnish all labor, materials, equipment and supplies necessary for the construction and completion of the project entitled

SEAFARER'S PARK BANK STABILIZATION PROJECT

all in accordance with the requirements and provisions of the Contract Documents. The term "Contract Documents" means and includes the following:

- a. Advertisement for Bids
- b. Instructions to Bidders
- c. Bid Form
- d. Bid Bond
- e. First-Tier Subcontractor Disclosure Form
- f. Agreement
- g. General Conditions to the Agreement
- h. Performance Bond
- i. Payment Bond
- j. Notice of Award
- k. Notice to Proceed
- l. All Change Orders issued after execution of this Agreement
- m. Plans and Specifications prepared or issued by NC Civil, LLC, dated October, 2025.
- n. Addenda:

No. _____, dated _____, 2025.

No. _____, dated _____, 2025.

No. _____, dated _____, 2025.

All of the above form the Contract, and all are as fully a part of the contract as if attached to this Agreement or repeated herein.

ARTICLE II - Time of Completion

The work to be performed under this contract shall be commenced within 10 calendar days after the date of written notice by the Owner to the Contractor to proceed. The written notice to proceed shall be issued within 10 days following receipt of the acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded. Substantial completion of this project shall be achieved not later than 60 calendar days following the date of the written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

ARTICLE III – Liquidated Damages

The Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the work is not substantially complete within the time specified in Article II above, plus any extensions of time allowed in accordance with the General Conditions. The Owner and the Contractor also recognize that it would be impractical and extremely difficult to estimate, ascertain, or determine the actual damages suffered by the Owner if the work is not substantially complete on time. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay (but not as penalty), the Contractor shall pay the Owner for each day that expires after the time specified in Article II until the work is substantially complete as set forth in the General Conditions, an amount of \$330.00 per day.

ARTICLE IV - Contract Sum

The Owner will pay the Contractor for the performance of the contract the amounts determined for the total number of each of the units of work in the bid schedule completed at the unit price stated. The number of units contained in this schedule is approximate only, and the final payment will be made for the actual number of units that are incorporated in, or made necessary by, the work covered by the Contract.

ARTICLE V - Progress Payments

1. On no later than the fourth calendar day of every month the Contractor shall prepare and submit to the Engineer a progress payment estimate filled out and signed by the Contractor. The estimate shall cover the total quantities under each item of work that have been completed from the start of the job up to and including the last day of the preceding month. The estimate shall include the value of the work so completed determined in accordance with such supporting evidence as may be required by the Owner and/or Engineer. The estimate shall also include an allowance for the cost of such materials and equipment required in the permanent work as has been delivered to the site and suitably protected but not as yet incorporated in the work.
2. The Engineer will, within 5 days after receipt of each progress payment estimate, either indicate in writing the Engineer's approval of payment and present the progress payment estimate to the Owner, or return the progress payment estimate to the Contractor indicating in writing the Engineer's reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the progress payment estimate.
3. The Owner will, after deducting previous payments made, promptly pay to the Contractor 95% of the amount of the estimate as approved by the Engineer. The 5% retainage will be held by the Owner until the final completion of all work under the Contract. Money retained by the Owner under ORS 279C.570 (7) or OAR 137-049-0820 shall be:
 - a) Retained in a fund by the Owner and paid to the Contractor in accordance with ORS 279C.570; or
 - b) At the option of the Contractor, interest shall be paid to the Contractor automatically when payments become overdue in accordance with ORS 279C.570 (3) or ORS 279C.570 (4) and in a manner authorized by the Director of the Oregon Department of Administrative Services.
4. In accordance with ORS 279C.515, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with this public improvement contract as the claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.

5. The Owner will, after deducting previous payments made, any payments made under ORS 279C.515 and the above-described retainage, promptly pay to the Contractor the amount of the estimate as approved by the Engineer. Progress payments shall not be considered acceptance or approval of any work or waiver of any defects therein. In accordance with ORS 279C.570, the Owner will pay to the Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall be charged and paid in accordance with ORS 279C.570.
6. Notwithstanding ORS 279C.555 or 279C.570 (7), if a Contractor is required to file certified payroll statements under ORS 279C.845 the Owner shall retain (25%) percent of any amount earned by the Contractor on the public works until the Contractor has filed with the Owner certified payroll statements as required by ORS 279C.845. The Owner shall pay the Contractor the amount retained under this subsection within 14 days after the Contractor files the certified payroll statements as required by ORS 279C.845, regardless of whether a subcontractor has failed to file certified payroll statements as required by ORS 279C.845.
7. Such progress payments shall be made under the terms and conditions governing final payment, except that progress payments shall not constitute a waiver of claims.

ARTICLE VI - Acceptance and Final Payment

1. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall within 4 days make such inspection. When the Engineer finds the work acceptable under the contract and contract fully performed, the Engineer will promptly issue a final certificate stating that the work required by this contract has been completed and is accepted by the Engineer and all regulatory approval agencies under the terms and conditions thereof. The entire balance found to be due the Contractor including the retained percentage, will be paid to the Contractor by the Owner within 30 days after the date of said final certificate.
2. Before final payment is due, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with work have been paid. In the case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated, in cases where such payment has not already been guaranteed by surety bond.
3. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing within 1 year after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
4. If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted.

ARTICLE VII – General Conditions

GC-1 DEFINITIONS AND ABBREVIATIONS

1.1 DEFINITIONS:

In these specifications and the contract, the following words or expressions shall be understood to have the meanings given below:

"Act of God" - Means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of intensity less than that recorded for the locality of the work shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

"Addenda" - Written or graphic instruments issued by the Engineer prior to the execution of the Agreement which modify or interpret the contract documents.

"Bidder" - Any individual, firm or corporation formally submitting a bid for the work contemplated, or any portion thereof, acting directly or through an authorized representative.

"Bid" - The written offer of the bidder on the bid form furnished in the contract documents, that is required to be signed by the bidder, for the work contemplated.

"Bid Security" - The security to be furnished by the bidder as a guarantee of good faith to enter into a contract for the work contemplated if it be awarded to the bidder.

"Change Order" - A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or an adjustment in the contract price or the contract time.

"Contract Price" - The total amount payable to the Contractor under the terms and provisions of the contract documents.

"Contract Time" - The number of calendar days stated in the contract documents allowed the Contractor to complete the Work.

"Contractor" - The individual, firm or corporation undertaking the execution of the work under the terms of the contract and acting directly or through the Contractor's agents or employees.

"Engineer" - The firm of NC Civil, Inc., or authorized personnel acting for the firm, the Engineer being the agent of the Owner.

"Field Order" - A written order effecting a change in the work but not involving an adjustment in the contract price or an extension of the contract time.

"Inspector" - The authorized representative of the Engineer or Owner assigned to observe the work or materials therefore.

"Notice of Award" - The written notice of the acceptance of the bid from the Owner to the successful bidder.

"Notice to Proceed" - The written notice given by the Owner to the Contractor authorizing the Contractor to proceed with the work and establishing the date of commencement of the work.

"Owner" - The Owner of the work, when it is completed as indicated in the official advertisement and named in the contract.

"Payment Bond" - The form of security approved by the Owner, furnished by the Contractor and the Contractor's surety guaranteeing the owner that subcontractors and suppliers will be paid the monies that they are due from the principal Contractor.

"Performance Bond" - The form of security approved by the Owner, furnished by the Contractor and the Contractor's surety guaranteeing the complete and faithful performance of all of the obligations and conditions placed upon the Contractor by the contract.

"Plans" - The maps, plans and drawings as listed and referred to in the "Contract Documents" together with

any additional maps, plans, or drawings furnished by the Contractor if and when they are approved by the Engineer. This also includes any supplemental drawings furnished by the Engineer to the Contractor and also all approved shop drawings submitted by the Contractor and approved by the Engineer, all as provided elsewhere in these specifications or other contract documents.

"Public Works Bond" – The public works bond as required by Enrolled Senate Bill 477 (SB 477B) as enacted by the State Legislature in 2005, which shall be in addition to any other bond the Contractor or Subcontractor is required to obtain.

"Responsible" means meeting the standards set forth in OAR 137-047-0640 or 137-049-0390(2), and not debarred or disqualified by the Contracting Agency under OAR 137-047-0575 or 137-049-0370.

"Responsible Offeror" means, as the context requires, a Responsible Bidder, Responsible Proposer or a Person who has submitted an Offer and meets the standards set forth in OAR 137-047-0640 or 137-049-0390(2), and who has not been debarred or disqualified by the Contracting Agency under OAR 137-047-0575 or 137-049-0370.

"Responsive" means having the characteristic of substantial compliance in all material respects with applicable solicitation requirements.

"Responsive Offer" means, as the context requires, a Responsive Bid, Responsive Proposal or other Offer that substantially complies in all material respects with applicable solicitation requirements.

"Specifications" - The directions, requirements, explanations, terms and provisions pertaining to the various features of the work to be done, the manner and method of performance, and the manner and method of measurement and payment. The specifications include such directions, requirements and explanations as appear on the plans.

"Subcontractor" - Any individual, firm or corporation acting for or in behalf of the Contractor in the execution of all or any part of the contract. This does not include those working for hire or suppliers of material or equipment except that production of materials or supplies at the project site shall be deemed as being produced by a Subcontractor where such is not produced by the Contractor's own forces and equipment.

"Substantial Completion" - The date as certified by the Engineer when the work, or a specified part thereof, is sufficiently completed in accordance with the contract, so that the work or specified part can be utilized for the purposes for which it is intended.

"Supplemental Agreement" - Any written agreement or understanding entered into between the Contractor and the Owner to supplement or clarify, or alter the plans, specifications or contract, or to otherwise provide for unforeseen work, contingencies, alterations in plans, and other matters not contemplated by or adequately provided for in the plans and specifications.

"Surety" - The Company or Association which is bound with and for the Contractor for the acceptable performance of the contract and for the Contractor's payment of all obligations arising out of the contract. Where applying to the "Bid Security," it refers to the Company or Association that engages to be responsible for the bidder's execution of a satisfactory contract when and if the Contractor's bid is accepted by the Owner.

"Work" - Work shall be understood to mean the furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion of the project or the portion of the project involved and the carrying out of all the duties and obligations imposed by the contract.

"Work Area" - The area provided by the Owner for use in constructing the work covered by the contract, including the appurtenances thereto. The work area so designated may be either temporary or permanent.

"Written Notice" - A written communication delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered or sent by mail to the last business address known to the one who gives the notice. It shall be the duty of each party to advise the other parties to the contract as to any change in business address until completion of the contract.

1.2 ABBREVIATIONS:

Whenever the following abbreviations are used in these contract documents, they are to be construed the same as follows:

AASHTO - American Association of State Highway and Transportation Officials
ACI - American Concrete Institute
AGC - Associated General Contractors of America
AISC - American Institute of Steel Construction
AISI - American Iron and Steel Institute
ANSI - American National Standards Institute
APWA - American Public Works Association
ASCE - American Society of Civil Engineers
ASME - American Society of Mechanical Engineers
ASTM - American Society for Testing and Materials
AWPA - American Wood Preservers Association
AWS - American Welding Society
AWWA - American Water Works Association
CRSI - Concrete Reinforcing Steel Institute
DEQ - Department of Environmental Quality
DFPA - Division for Product Approval of American Plywood Assoc.
EPA - Environmental Protection Agency
FHWA - Federal Highway Administration
ITE - Institute of Traffic Engineers
NEC - National Electrical Code
NEMA - National Electrical Manufacturer's Association
NLMA - National Lumber Manufacturer's Association
ORS - Oregon Revised Statutes
OSHA - Occupational Safety and Health Administration
ODOT - Oregon State Department of Transportation
PCA - Portland Cement Association
UBC - Uniform Building Code
UL - Underwriter's Laboratories, Inc.
WWPA - Western Wood Products Association

GC-2 BID REQUIREMENTS

2.1 INCLUSION OF BID IN CONTRACT:

The requirements and conditions of the Proposal including the Advertisement for Bids and Instructions to Bidders are hereby made part of this contract.

GC-3 AWARD AND EXECUTION OF CONTRACT

3.1 TIME RESERVED FOR AWARD OF CONTRACT AND PREPARATION OF CONTRACT DOCUMENTS:

The time of completion of the work contemplated by this contract shall not be vitiated by the fact that there will, of necessity, be a certain period of elapsed time between the date of receiving bids and the signing of the written instruments by all parties thereto. In specifying the dates for completion, it has been assumed that a period of not more than 30 days will elapse between the receiving of the bids and the submission to the Contractor of the written contract for the Contractor's execution. If the above period exceeds this amount, the bidder will be released from the Contractor's bid security unless by written notice to the Owner the Contractor has granted the Owner an extension of time for the official award of the contract.

3.2 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

It is understood that the Contractor, before signing the contract, has made a careful examination of the plans, specifications, and contract; that the Contractor has become fully informed as to the quality and quantity of materials and the character of the work required; and that the Contractor has made a careful examination of the location and condition of the work and the sources of supply for any and all materials. The Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the work.

3.3 AMOUNT OF CONTRACT:

The amount of the contract shall be understood to be the total sum of the amounts computed from the prices of the items included in the contract or the lump sum as given in the bid form. Where prices are given on alternate items, only the amounts of the alternates accepted by the Owner will be included in the total.

3.4 ESTIMATES OF QUANTITIES APPROXIMATE ONLY:

It is expressly agreed that the quantities shown in the bid form whether for a "Unit Price Contract" or in connection with a "Lump Sum Contract," given under the heading "Schedule of contract Prices" are approximate only and are not to be taken to be either representations or warranties. The Owner does not expressly nor by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer, without extra or special compensation to the Contractor except as provided in Subsection 4.5.

3.5 PERFORMANCE BOND, PAYMENT BOND AND GUARANTEE:

The Contractor shall within 10 days from the date of notification by the Owner that the contract is ready for signature and before commencing work thereunder, furnish to the Owner and maintain in force during the continuance of this contract a Performance Bond and a separate Payment Bond satisfactory to the Owner and with such surety or sureties as the Owner may approve. The bonds shall be in the full amount of the contract price and shall be for the faithful performance of this contract in all respects, including but not limited to payments for materials, labor, etc., and no contract shall be binding until the said bonds are furnished and approved by the Owner. The Payment Bond shall be solely for the protection of claimants under ORS 279C.600. If said bonds are not so furnished within the 10 days herein specified, the contract may be immediately terminated by the Owner without any notice to the Contractor. No work may be commenced until the bonds have been approved by the Owner.

Whether or not there appears here or elsewhere herein specific reference to guarantees of all items of material, equipment, or workmanship they nevertheless shall be so guaranteed against mechanical, structural, or other defects for which the Contractor is responsible that may develop or become evident within a period of one year from and after acceptance of the work by the Owner. Such guarantees shall include care of backfilling of ditches or of structures should the fill settle to such extent as to require refilling or resurfacing roadway surfaces to restore the original or intended condition or grade. This guarantee shall be understood to imply prompt attention to any remedy of such defects as those mentioned above if and as they occur after the Contractor shall have written notice of their existence. If the defect, in the opinion of the Owner, is of such nature as to demand immediate repair, the Owner shall have the right to make them, and the cost thereof shall be borne by the Contractor.

In accordance with ORS 279C.515, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with this public improvement contract as the claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.

In accordance with ORS 279C.600, a person claiming to have supplied labor or materials for the prosecution of the work of this contract, including any person having direct contractual relationship with the Contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, or a person

claiming moneys due the State Accident Insurance Fund Corporation, the State Department of Employment Trust Fund or the Department of Revenue in connection with the performance of the contract, has a right of action on the Contractor's payment bond as provided for in ORS 279C.380 and 279C.400, only if (a) the person or the assignee of the person has not been paid in full; and (b) the person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and to the contacting agency (the Owner).

To support the above guarantee the Contractor's performance bond shall remain in full force and effect for one year following the acceptance of the project by the Owner. The bond shall be executed by a surety company authorized to do business within the State and it shall be subject to the approval of the attorney for the Owner.

In addition to the above requirements, the Contractor shall make the Contractor's own determinations as to the amount of the bond which will be required by any corporation or agency granting a permit for work to be done under these plans and specifications. Such bonds shall be in addition to that required by the Owner as indicated above.

3.6 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT:

The Contractor agrees not to assign, sell, convey, dispose of, or transfer rights, nor delegate duties under this Contract, or otherwise dispose of the contract or the Contractor's right, title, or interest therein, or the Contractor's power to execute such Contract, either in whole or in part, to any other person, firm, or corporation, or to subcontract any part of the work without the previous written consent of the Owner. In this connection, it is to be understood that the Owner will not approve of the subcontracting of more than 75% of the work to be done under the contract.

It is understood and agreed that, if any part of the work to be done under the contract is subcontracted, the subcontracting shall be done in accordance ORS 279C.580. In addition, the Contractor shall be bound by the following provisions:

- The Contractor shall submit a list of all First-Tier Subcontractors to the Owner in accordance with the Instructions to Bidders. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. The Contractor shall notify the Owner of all proposed changes in subcontractors prior to making any changes in subcontractors.
- All subcontracts shall be in writing and shall provide that all work to be performed thereunder shall be conducted and performed in accordance with the terms of the main contract. All subcontracts shall include a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under section 2 (7) or (8) of Enrolled Senate Bill 477 (SB-477B) as enacted by the State Legislature in 2005. Upon request, certified copies of any or all subcontracts shall be furnished to the Engineer.

Notwithstanding ORS 279C.555 or 279C.570 (7), the Contractor shall retain (25%) percent of any amount earned by a first-tier Subcontractor on the public works until the Subcontractor has filed with the Owner certified payroll statements as required by ORS 279C.845. The Contractor shall pay the first-tier Subcontractor the amount retained under this subsection within 14 days after the Subcontractor files the certified payroll statements as required by ORS 279C.845.

- In case the work being done or to be done under any subcontract is not conducted in a manner satisfactory to the Engineer, the Contractor shall, upon written notice to this effect, cause such subcontract to be terminated and the Subcontractor and the Subcontractor's employees to be removed from the work. Any loss or damage that may be suffered on account of such action shall be borne by the Contractor. The Contractor agrees that the Contractor is as fully responsible to the Owner for the acts and omissions of the Contractor's Subcontractors and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of the Contractor's own employees. Nothing contained in the contract documents shall create any contractual relation between any Subcontractor and the Owner.
- Insofar as is practicable, the Contractor shall make payment for subcontract work in the same units and on the same basis of measurement as apply under the main contract. The Owner will not be responsible for loss resulting from the Contractor's failure to do so. In making payments to Subcontractors, the Contractor

shall protect against the possibility of overpayment, and the Contractor shall assume such losses as may result from overpayment.

- The subcontracting of any or all of the work to be done will in no way relieve the Contractor of any part of the Contractor's responsibility under the contract. The Contractor shall have on the work at all times a qualified and capable superintendent whose duty shall be to direct and coordinate the operations of the Subcontractors and to see that the orders of the Engineer are carried out promptly and intelligently. Failure of the Contractor to control the work of the Subcontractors to the satisfaction of the Engineer will result in the issuance of orders requiring the cancellation of the Subcontractors and the removal of the Subcontractors from the work.
- All Subcontractors performing work described in ORS 701.005(2) (i.e., construction work) are required to be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the Subcontractors commence work under the contract.

3.7 EXECUTION OF CONTRACT:

Within 10 days after the date the bidder receives notification of award of contract as evidenced by receipt from the Owner of properly prepared contract documents, the bidder to whom award is made shall execute and return the contract in the required number of copies, and shall furnish a performance bond, payment bond and other required bonds and insurance satisfactory to the Owner.

GC-4 SCOPE OF WORK

4.1 INTENT OF THE PLANS AND SPECIFICATIONS AND CONTRACT:

The true intent of the plans and specifications and contract is to provide for the execution and completion in every detail of the project or work. Except as otherwise specifically provided, the Contractor shall furnish all labor, tools, implements, machinery, supplies, materials, and incidentals, and shall do all things necessary to perform and to complete, according to the specifications and plans, the work to be done under the contract.

4.2 DEVIATION FROM THE PLANS:

No deviation from the plans or the approved working and/or shop drawings is permissible except on written order of the Engineer.

4.3 INTERPRETATION OF CONTRACT, SPECIFICATIONS AND PLANS:

In cases of conflict in the terms, requirements and provisions as set out by the contract, the specifications or the plans, such conflict shall be reconciled by the acceptance of the following order of precedence for the various contract documents; (1) the Agreement bearing the signature of the Owner and the Contractor; (2) the written Bid Form of the Contractor; (3) Special Provisions; (4) Technical Specification; (5) the Plans, including notes written thereon; and (6) Instructions to Bidders.

The apparent silence of the specifications and plans as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to prevail and that only approved material and workmanship of first quality are to be used.

The Contractor shall take no advantage of any errors or omissions in the specifications and plans or of any discrepancies in or between same; but where such errors, omissions or discrepancies occur, the Contractor will be governed by the apparent intent of the specifications and plans and by orders of the Engineer. Work performed by the Contractor as a result of an error or omission in the plans and specifications when such error or omission is not called to the attention of the Engineer shall be at the Contractor's risk.

4.4 PLANS, SHOP AND SUPPLEMENTAL DRAWINGS:

Figured dimensions on the drawings shall be used in preference to scaling the drawings. Where the work of the Contractor is affected by finish dimension, these shall be determined by the Contractor at the site, and the Contractor shall assume responsibility, therefore.

General drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated will be included in the plans; but the Contractor shall submit to the Engineer for review and approval such additional shop details, settings, schedules and such other supplemental drawings as may be required for the construction of any part of the work, and prior to the review and approval of such plans any work done or material ordered shall be at the Contractor's risk. All shop and supplemental drawings shall be made in such a manner that clear and legible reproductions can be made from them. Any drawings submitted for review which are, in the Engineer's opinion, carelessly prepared, erroneous or unchecked, will be returned to the Contractor for redrawing and checking; and after such redrawing and checking shall be resubmitted to the Engineer.

Shop drawings for mechanical equipment and other structures or equipment shall consist of such detailed plans as may be reasonably required for the successful prosecution of the work and which are not included in the plans furnished by the Engineer. These may include plans for false work, bracing, centering and form work, masonry layout diagrams, bending diagrams for metal reinforcement, shop details for precast concrete items, and installation drawings or instructions.

It is expressly understood that the review by the Engineer of supplemental drawings or shop drawings submitted by the Contractor or the Contractor's agents will not relieve the Contractor from responsibility for errors in details, dimensions, or quantity or strength of such materials. Material improperly fabricated shall be replaced or modified at the Contractor's expense.

The Contractor shall submit, with such promptness as to cause no delay in the Contractor's own work or in that of any other Contractor, 3 copies of each shop drawing or setting drawing and schedule required for the work of the various trades. The Engineer will check and return 2 copies of such drawings and schedules only for conformance with the design concept of the project and compliance with the information given in the contract documents. The Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with 2 corrected copies. If requested by the Engineer, the Contractor shall furnish additional copies as requested. Regardless of corrections made in or approval given to the drawings by the Engineer, the Contractor shall be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless the Contractor notifies the Engineer in writing of any deviations at the time the Contractor furnishes such drawings.

The contract bid prices shall include the cost of furnishing all shop and installation drawings and the Contractor will be allowed no extra compensation for such drawings.

The Contractor shall keep one copy of all drawings (including shop drawings) and specifications on the work, in good order, available to the Engineer and to the Engineer's representatives at the construction site.

4.5 INCREASED OR DECREASED QUANTITIES:

The right is reserved by the Owner, without impairing the contract, to make such increases and decreases in the quantities of the work as may be considered necessary to complete fully and satisfactorily the work included in the contract. The Contractor shall have no claim for damages or for anticipated profits on account of any portion of the work that may be reduced or deleted. Deletion of entire items generally shall be made when the contract is executed but in case the Contractor shall have performed some work on account of any item which is subsequently deleted, the Contractor shall be paid therefore on the basis of extra work.

4.6 CHANGES IN WORK:

4.6.01 Changes Requested by the Contractor:

Changes in specified methods of construction may be made at the Contractor's request when approved in writing by the Engineer. Changes in the plans and specifications, requested in writing by the Contractor, which

do not materially affect the work, and which are not detrimental to the work or to the interests of the Owner, may be granted by the Engineer.

Payment will be made per Section GC-9 MEASUREMENT AND PAYMENT, of this contract.

4.6.02 Changes Initiated by the Owner:

The Owner may change the plans, specifications, character of the work, or quantity of work. Change orders shall be in writing and state the dollar value of the change or establish method of payment, any adjustments in contract time and, when negotiated prices are involved, shall provide for the Contractor's signature indicating acceptance.

Payment for all work will be made per Section GC-9 MEASUREMENT AND PAYMENT, of this contract.

4.7 CHANGED CONDITIONS:

The Contractor shall notify the Engineer in writing of the following work site conditions, hereinafter called changed conditions, promptly upon their discovery and before they are disturbed:

- a. Subsurface or latent physical conditions differing materially from those represented in the contract; and
- b. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed.

The Engineer will promptly investigate conditions of which notified, or any conditions discovered by the Engineer which appear to be changed conditions. If it is determined that the conditions are changed conditions and that they will materially increase or decrease the costs of any portion of the work, a written change order will be issued by the Engineer adjusting the compensation for such portion of the work. If the Engineer determines that conditions of which notified by the Contractor do not justify an adjustment in compensation, the Contractor will be so advised in writing. Should the Contractor disagree with such determination, a notice of potential claim may be submitted to the Engineer.

4.8 EXTRA WORK:

Upon the written Extra Work Order of the Engineer, the Contractor shall perform such additional or extra work that may or may not be included under or covered by contract prices, as may be necessary for the satisfactory completion of the project. If the work is of a kind for which a specification is given herein, it shall be performed in accordance with that specification subject to such supplemental or additional specifications, plans and instructions as the Engineer may issue. If the work is of a kind not covered by a specification given herein, it shall be performed in accordance with accepted practice for the class of work intended and in accordance with such plans as may be issued by the Engineer.

The Owner shall have the option of paying for additional or extra work at the stipulated unit prices or stipulated lump sum prices given in the bid form or on a force account or cost plus basis described in Subsection 9.5 of these specifications. Payment for extra work will be made only when the work involved has been authorized by the Engineer, in writing prior to performance of the work.

Change order pricing, provided by the Contractor, shall be commensurate with the Bid, Schedule of Unit Prices. If requested by the Engineer, the Contractor shall supply a Schedule of Unit Values detailing the component breakdown of the provided unit prices within the Bid. The Schedule of Unit Values shall detail all labor, equipment, materials, profit and overhead associated with each component of the unit price, as requested or directed by the Engineer. These supplied values will be the used to verify pricing for extra work when the scope of the extra work does not fall under an established bid item. Pricing for extra work provided by the Contractor which is not commensurate to the Schedule of Unit Values will be rejected.

4.9 CLAIMS FOR EXTRA COMPENSATION:

In any case where the Contractor deems extra compensation is due the Contractor for work or materials not clearly covered in the contract or not ordered by the Engineer as an extra as defined herein, the Contractor shall in

writing notify the Engineer of the Contractor's intention to make claim for such compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer is not afforded proper records and reports by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for extra compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. In case the claim is found to be just, it shall be allowed and paid for under a supplemental agreement to be entered into between the parties to the contract.

Changes in the work shall be priced commensurate with the Bid Schedule of Contract Prices.

4.10 RECORDS:

The Contractor shall furnish the Engineer every reasonable record and report necessary for obtaining such information as the Engineer may desire respecting the nature and quality of the materials used or to be used and the progress and manner of the work.

The Contractor shall maintain records in such a manner as to provide a clear distinction between the direct cost of extra work paid for on the force account basis and the costs of other operations performed in connection with the contract. The Contractor shall furnish to the Engineer daily reports in duplicate of the extra work to be paid for on a force account basis. The reports shall itemize the materials used and shall set forth the direct cost of labor and the charges for equipment rental whether furnished by the Contractor, or Subcontractor. The reports shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked together with the size, type and identification number of equipment and hours of equipment operation.

Material charges shall be submitted by vendors' invoices. Such invoices shall be submitted with the reports; or, if not available, they shall be submitted with subsequent reports. In the event said vendors' invoices are not submitted within 15 days after acceptance of the work, the Owner reserves the right to establish the cost of such materials at the lowest current price at which said materials are available in the appropriate quantities delivered to the location of the work.

All reports shall be signed by the Contractor or an authorized representative.

The Engineer will compare records with the reports furnished by the Contractor, make any necessary adjustments and then compile the costs of extra work paid for on a force account basis on forms furnished by the Owner. When these extra work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed.

4.11 NO COMPENSATION:

Subject to Subsection 4.12, Compensation for Standby, the Contractor shall not have any claim for compensation or damages against the Owner or Engineer for any suspension, stoppage, hindrance or delay from any cause whatsoever.

4.12 COMPENSATION FOR STANDBY:

When the Work or any part of it is suspended by order of the Engineer for a reason which is not related to the Contractor's performance of the Work, the Owner may consider a claim for payment of standby costs which may be incurred by the Contractor. When such costs are claimed they shall be legitimate, reasonable, and supported by proper documentation as required by the Engineer.

The Owner will not pay for standby costs related to any of the following:

- Weather or other natural conditions;
- Failure by the Contractor to carry out orders given by the Engineer;
- Any failure by the Contractor to comply with a requirement or provision of the Contract;
- Any failure by the Contractor to appropriately schedule the sequence of Work;
- Any failure by the Contractor to appropriately explore underground conditions and report findings to the Engineer in a timely manner and well in advance of critical path items such as crossings, tie-ins, special

- order parts or equipment, etc.;
- Any failure by the Contractor to provide for the safety of the public or his, the Owner's or the Engineer's work force;
- Any failure by the Contractor to protect the property of the Owner or others;
- Any delay occurring while defects or failures in the Work are being remedied;
- Any change in the quantity of any item of Work from the estimated quantity shown in the Contract Unit Price Schedule;
- Any equipment or work force which was not actually present and actively working on the Work immediately prior to the suspension of the Work;
- Any haul trucks or their drivers used on the Work;
- Any suspension of the Work that is less than 4 hours in duration; and
- Testing of Material or Work for compliance with Specifications and Plans.

When the Owner fails to provide right-of-way necessary for access to the Work, and has not so notified the Contractor in the special provisions of the Contract, and in the Engineer's opinion alternate work areas are not available or practical to allow continued prosecution of the Work, the Owner may consider the payment of a claim for standby, which shall not in any case exceed 10 days.

When a claim for standby is considered by the Owner, direct costs which, in the opinion of the Engineer, could not have been avoided by the judicious handling of forces, equipment or plant, will be paid to the Contractor in an amount that the Owner finds to be fair and reasonable. No item of cost other than idle time rate of equipment and necessary payments for idle time of workers will be considered.

Compensation for standby time of workers and equipment will be determined by the Owner, and in accordance with the following:

- (i) The time paid for will not exceed eight hours in any one day;
- (ii) Saturdays, Sundays and statutory holidays will be excluded;
- (iii) Overhead and profit will be excluded; and
- (iv) The idle time equipment rates will be determined by the Owner.

Upon termination of the suspension by the Engineer or the Owner, the Contractor shall resume operations at once.

GC-5 CONTROL OF THE WORK

5.1 AUTHORITY OF THE ENGINEER:

To prevent misunderstandings, disputes and litigation it is expressly understood and hereby agreed to by all of the parties to the contract, including the surety, that the Engineer will, in all cases, determine any and all questions which may arise concerning the quality, quantity and acceptability of materials furnished and work performed; the manner and rate of progress of the performance of all work; the interpretation of plans and specification; and the amounts and classifications of the several kinds of work and materials; and the Engineer's estimates and decisions in these matters will be final, binding, and conclusive upon all parties to the contract.

The Engineer will be the Owner's representative during the construction period and will observe the work in progress on behalf of the Owner; that said work will not be considered completed until approved by the Engineer and accepted by the Owner; that the Contractor shall at all times carry out and fulfill the instructions and directions of the Engineer insofar as the work to be performed under the contract is concerned; and that in the event the Contractor fails to carry out and fulfill such instructions and directions, the Owner may refuse to make any partial or final payments to the Contractor so long as such instructions and directions are not complied with. All communication between the Owner and the Contractor shall be through the Engineer.

In case of the termination of the employment of the Engineer, the Owner shall appoint a capable and reputable Professional Engineer whose status under the contract shall be that of the former Engineer.

5.2 AUTHORITY AND DUTIES OF INSPECTORS:

Inspectors shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to

all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. It is the duty of the inspector to report to the Engineer as to the progress of the work and the manner in which it is being performed, also to report whenever it appears that the material furnished or the work performed by the Contractor fails to fulfill the requirements of the plans and specifications, and to call to the attention of the Contractor any such failure.

In case of any dispute arising between the Contractor and the Inspector as to materials furnished or manner of performing the work, the Inspector shall have authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the plans and specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the plans and specifications.

The Contractor's responsibility for work performed under this contract shall in no way be relieved because of the presence or absence of an Inspector. No work shall be deemed acceptable by reason of the presence of an Inspector.

5.3 INSPECTION:

The Engineer or the Engineer's representatives shall be allowed access to all parts of the work at all times and shall be furnished with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans and specifications. The Contractor shall cut and replace with new materials, at the Contractor's own expense, such samples as are customarily required for testing purposes. If the Engineer requests it, the Contractor shall, at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or the making good of the parts removed shall be paid for as "Extra Work," but should the work so exposed or examined prove unacceptable, the uncovering or removing, and replacing of the covering and the making good of the parts removed, shall be at the Contractor's expense.

5.4 RESPONSIBILITY OF THE CONTRACTOR:

The Contractor shall do all the work and furnish all labor, materials, equipment, tools and machines necessary for the performance and completion of the project in accordance with the contract documents within the specified time.

Material and construction details of plants, forms, shoring, false work and other structures built by the Contractor but not a part of the permanent project shall meet the approval of the Engineer, but such approval shall not relieve the Contractor from responsibility for their safety and sufficiency.

The Contractor shall be responsible for all expenses involved in making any required changes in the plans or specifications to accommodate a substitution approved by the Engineer for the convenience of the Contractor or to circumvent an unforeseen difficulty in obtaining a specified article.

The Contractor shall assume all responsibility for the work. As between the Contractor and the Owner, the Contractor shall bear all losses and damages directly or indirectly resulting to the Contractor, to the Owner or to others on account of the character of performance of the work, unforeseen difficulties, accidents or any other cause whatsoever.

The Contractor shall indemnify and hold harmless the Owner, its officers, employees, and agents (including the Engineer) from all loss, claims, demands, suits, including costs and attorney's fees, or actions of every name and description brought for or on account of any damage, injury, loss, expense, inconvenience, or delay received or sustained, or claimed to be received or sustained by any person or persons, which damage, injury, loss, expense, inconvenience or delay may have been caused by or may have resulted from the performance of the work to be done under the contract, or from any act, omission, or neglect of the Contractor, the Contractor's Subcontractors, or their employees, provided however that the Owner shall promptly call to the attention of the Contractor any claim, demand, action or suit filed with the Owner for any such injury or damage and should suit or action be commenced against the Owner to recover any such claim or damage, the Owner shall, before time for answer expires or

before default has been entered, furnish the Contractor and/or the Contractor's surety with a copy of the complaint.

5.5 NOTICE TO CONTRACTORS:

Any written notice to the Contractor which may be required by law or by the provisions of the specifications may be served on said Contractor or the Contractor's representative, either personally or by mailing to the address given in the contract or by leaving the same at said address.

5.6 NOTICE BY CONTRACTORS:

Wherever in the specifications the Contractor is required to notify the Engineer concerning the progress of the work, or concerning any complaint which the Contractor may have to make, or for any other reason, it shall be understood that such notification is to be made in writing, delivered to the Engineer or the Engineer's representative in person, or mailed to the office of the Engineer at the address given in the official "Advertisement for Bids."

5.7 UTILITIES AND EXISTING IMPROVEMENTS:

In accordance with ORS 757.557, Contractor shall, prior to performing any excavation, notify appropriate utility organization and comply with provisions stated in referenced statute.

Any information shown as to the location of existing water courses, drains, sewer lines or utility lines which cross or are adjacent to the project, has been compiled from the best available sources, but is not guaranteed to be accurate.

The Contractor shall provide for the flow of sewers, drains or water courses interrupted during the progress of the work and shall restore such drains or water courses as approved by the Engineer. The Contractor shall make excavations and borings ahead of work as necessary, to determine the exact location of utilities or underground structures. Ordinarily, utility companies responsible for facilities located within the work area will be required to complete any installation, relocation, repair, or replacement prior to the commencement of work by the Contractor. However, when this is not feasible or practicable or the need for such work was not foreseen, such utility Owners or the Owner shall have the right to enter upon the work area and upon any structure therein for the purpose of making new installations, changes or repairs. The Contractor shall conduct operations to provide the time needed for such work to be accomplished during the progress of the improvement.

The Contractor shall be responsible for all costs for the repair of damage to the contract work or to any utility, previously known or disclosed during the work, as may be caused by operations. The Contractor shall maintain in place utilities now shown on the drawing to be relocated or altered by others and shall maintain utilities which are relocated by others in their relocated positions in order to avoid interference with structures which cross the project work. All costs for such work shall be included in the prices bid for the various items of work.

5.8 SURVEY SERVICE:

NOTE: Construction stakes will not be provided by the owner for this project. Survey services shall be provided, per the Unit of Bid Prices, by the Contractor as required for accurate construction of the project. Contractor shall not begin construction until survey stakes and project survey control is established and approved by the Engineer.

5.9 PROTECTION OF SURVEY MARKERS:

5.9.01 Permanent Survey Markers - The Contractor shall not disturb permanent survey monuments, stakes, or benchmarks without the consent of the Engineer, and shall notify the Engineer and bear the expense of replacing any that may be disturbed without permission. Replacement shall be done by a registered land surveyor at no expense to the Owner.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the monument cover shall be adjusted to the new grade.

5.9.02 Lines and Grades - The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness during construction. If any construction survey stakes are lost or disturbed, and in the judgment of the Engineer need to be replaced, such replacement shall be by the Engineer at no expense to the Owner. The cost of replacement shall be charged against, and shall be deducted from, the payment for the work.

5.10 USE OF LIGHT, POWER AND WATER:

The Contractor shall furnish temporary light, power and water complete with connecting piping, wiring, lamps and similar equipment necessary for the work as approved. The Contractor shall install, maintain and remove temporary lines upon completion of work. The Contractor shall obtain all permits and bear all costs in connection with temporary services and facilities at no expense to the Owner.

5.11 VERBAL AGREEMENTS:

No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Owner.

5.12 UNAUTHORIZED AND DEFECTIVE WORK:

Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or of any other cause found to exist during construction or within one year after final acceptance shall be removed immediately and replaced by work and materials which shall conform to the specifications, or shall be remedied otherwise in an acceptable manner authorized by the Engineer. These provisions shall have full effect regardless of the fact that the defective work may have been done or the defective materials used with the full knowledge of the Inspector. The fact that the Inspector in charge may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

Work done contrary to or regardless of the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein provided or any extra work done without written authorization, will be considered as unauthorized and will not be paid for by the Owner. Work so done may be ordered removed or replaced at the Contractor's expense.

5.13 CLEANUP:

From time to time as the work progresses and immediately after completion of the work, the Contractor shall clean up and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within 24 hours after directed, the work may be done by the Owner and the cost thereof be deducted from any payment due the Contractor.

After all other work embraced in the contract is completed and before final acceptance of the project, the entire work area and easement area including the roadbed, planting, sidewalk, shoulders, driveways, alley and side street approaches, slopes, ditches, utility trenches, and construction areas shall be neatly finished to the lines, grades and cross Sections shown and as specified.

As a condition precedent to final acceptance of the project, the Contractor shall remove all equipment and temporary structures, and all rubbish, waste and generally clean up the work area and premises to conform substantially to conditions as they existed before the commencement of work.

5.14 FINAL TRIMMING OF WORK:

The work to be done under the contract shall include such repair work as may be necessary to overcome such deterioration as may occur on some portions of the work while other portions of the work are being performed. The project shall be in a neatly trimmed and well finished condition throughout at the time of completion and acceptance.

5.15 FINAL CLEAN UP:

Upon completion of the work and before acceptance and final payment shall be made, the Contractor shall clean up the work area and all properties on which the Contractor has operated in the construction of the project, including removing or burning all discarded materials, rubbish and debris. The Contractor shall tear down, remove or burn all construction plant structures erected by or for the Contractor, or by or for the Contractor's Subcontractors or employees on the work area or on property controlled by the Owner. The Contractor shall do all things necessary to put the whole of the work area and such other property controlled by the Owner as the Contractor may occupy in a neat clean and orderly condition.

5.16 FINAL INSPECTION:

At such time as all construction work on the project is complete and all extra work bills, forms and documents required under the contract are submitted, the Contractor shall so notify the Engineer in writing. The Engineer will make an inspection of the project and project records within 15 days of receiving said notice. If, at such inspection, all construction provided for and ordered under the contract is found completed and satisfactory and all certificates, bills, forms and documents have been properly submitted, such inspection shall constitute the final inspection.

If any work in whole or in part is found unsatisfactory, or it is found that all certificates, bills, forms, and documents have not been properly submitted, the Engineer will give the Contractor the necessary instructions as to replacement of material and performance or reperformance of construction work necessary and prerequisite to satisfactory final completion of construction work and will give the Contractor the necessary instructions for submission of bills, forms and documents, and the Contractor forthwith shall comply with and execute such instructions. At such time as such instructions are complied with and executed, the Contractor shall so notify the Engineer in writing. The Engineer will make another inspection within 15 days after such notice and this inspection shall constitute the final inspection, if all requirements of the instructions have been met to the satisfaction of the Engineer.

If the instructions are not completed to the satisfaction of the Engineer, additional instructions will be issued by the Engineer and the process will be repeated until the Engineer is satisfied all requirements are complied with. The inspection, when the Engineer is satisfied all requirements have been met, will be considered the final inspection.

5.17 OWNERSHIP AND USE OF DOCUMENTS:

All documents, or other material submitted to the City by Contractor shall become the sole and exclusive property of the City. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Law."

GC-6 CONTROL OF MATERIALS AND EQUIPMENT

6.1 TRADE NAMES, APPROVED EQUALS OR SUBSTITUTIONS:

In order to establish standards of quality, the Engineer may have, in the technical specifications referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers. The words "approved equal" shall be considered following all such listings regardless of whether or not they so appear. The Contractor shall furnish to the Engineer the complete list of proposed desired substitution in sufficient time prior to their use to give the Engineer adequate time for the Engineer's review, together with such Engineering and catalog data as the Engineer may require.

Failure on the part of the Contractor to supply data to the Engineer prior to ordering or using such alternate material or equipment shall not relieve the Contractor of furnishing acceptable material or equipment as required by the Engineer.

The Contractor shall abide by the Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All

proposals for substitutions shall be submitted in writing by the Contractor and not by individual trades or material suppliers. The Engineer will approve or disapprove proposed substitutions in writing within a reasonable time. No substitute materials shall be used unless approved in writing.

Only materials conforming with the specified requirements and approved by the Engineer shall be used in the work. Before the delivery of any material to be used in the work is commenced, the Contractor shall have advised the Engineer as to the source from which the material is to be obtained, shall have furnished such samples as may be required for testing purposes, and shall have received the Engineer's approval of the use of that particular material. The approval of any source of supply by the Engineer will not imply that all material from that source will be approved and should material from an approved source fail to maintain a quality meeting the requirements of the specifications, use of material from that source shall be discontinued, and the Contractor shall furnish approved material from other sources. Regardless of the source, any material delivered upon the project which fails to meet the requirements will be rejected, and only material meeting all requirements will be allowed to be incorporated in the work. Any material or item incorporated in the work which does not meet the requirements of the contract documents, even though it be installed with the consent and/or in the presence of an Inspector, shall be removed and approved material shall be used in its place and all costs for removal and installation of approved material shall be at the Contractor's expense.

Material which after approval has, for any reason, become unsuitable for use, shall be rejected and not used.

The contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or approved equal items.

6.2 TESTS OF MATERIALS:

All tests of materials shall be made in accordance with approved methods as described and designated in the specifications. When tests of materials are required, such tests shall be made by a testing laboratory approved by the Engineer and at the expense of the Owner. The Contractor shall afford such facilities as may be required for collecting and forwarding samples and shall hold the materials represented by the samples until tests have been made and the materials found equal to the requirements of the specifications or to approved samples. The Contractor in all cases shall furnish the required samples without charge.

In the absence of any definite specification or reference to a specification in the technical specifications or in the special provisions for the particular project involved, it shall be understood that such materials and tests shall meet the specifications and requirements of ASTM. Unless otherwise specified, all tests of materials shall be made in accordance with the methods prescribed by ASTM.

Wherever in the specifications a particular specification of ASTM is referred to by number, it shall be understood that such reference shall include all amendments and additions thereto adopted by ASTM prior to the award of the contract.

Upon completion of laboratory testing of materials as specified above, the results of the tests made therein shall be used as a basis for acceptance or rejection, in accordance with the specifications for the particular material.

6.3 STORAGE OF MATERIALS:

Materials shall be stored in such manner as to insure the preservation of their quality and fitness for use. When considered necessary to protect materials against dampness, or to keep them clean and free from dust, dirt or other detrimental matter, suitable sheds, platforms and covers shall be provided. Materials shall be stored in such a manner as to facilitate inspection.

6.4 DEFECTIVE MATERIALS:

All materials not conforming to the requirements of the specifications shall be considered as defective. No defective material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to remove, repair or replace defective material when so ordered by the Engineer, the Owner shall have authority to remove, repair or replace such defective material and

to deduct all costs so incurred from any monies due or to become due the Contractor. Defective material not permitted for use shall be immediately removed from the site or disposed of as directed by the Engineer.

6.5 ORDERING MATERIALS:

The Contractor is cautioned against placing orders for full quantities of materials until the work has advanced to a state permitting the determination of the exact quantities required. Estimates of quantities of materials furnished by the Engineer are understood to be approximate only, and, unless otherwise specified, the Owner will in no way be responsible for any materials in excess of actual requirements. Neither will the Owner be responsible for any increased costs of extra expense the Contractor may have to bear on account of materials or work not being ordered at some earlier date.

6.6 MATERIALS FURNISHED BY THE OWNER:

Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, the Contractor shall notify the Engineer. Unless otherwise noted or specifically stated, materials furnished by the Owner, which are not of local occurrence, are considered to be f.o.b. the nearest freight station. The Contractor shall be prepared to unload and properly protect all such material from damage or loss. The Contractor shall be responsible for material loss damage after receipt of material at the point of delivery.

6.7 MANUFACTURER'S DIRECTIONS:

Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.8 EQUIPMENT APPROVAL DATA:

The Contractor shall furnish 3 copies of complete catalog data for the manufactured items of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type as requested by the Engineer.

This submission shall be compiled by the Contractor and approved by the Engineer before any of the equipment is ordered.

Each data sheet or catalog in the submission shall be indexed according to specifications section and paragraph for easy reference.

After written approval, this submission shall become a part of the contract, and may not be deviated from except upon written approval of the Engineer.

Catalog data for equipment approved by the Engineer shall not in any case supersede the contract documents. The approval of the Engineer shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and secured the Engineer's written approval, nor shall it relieve the Contractor from responsibility for errors of any sort in the items submitted. The Contractor shall check and approve the work described by the catalog data with the contract documents for deviations and errors prior to submission to the Engineer for approval. It shall be the responsibility of the Contractor to ensure that items to be furnished fit the space available. The Contractor shall make necessary field measurements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the work required by the different arrangement of connections.

Upon approval of the equipment by the Engineer, the Contractor shall furnish six copies of catalog data of all

process equipment or components thereof together with operating and maintenance instructions.

6.9 GUARANTEE PERIOD:

The Contractor shall warrant all materials and equipment furnished by the Contractor for a period of one year from date of final acceptance of the work by the Owner unless a different time is stipulated for specific items. This warranty shall mean prompt attention to the correction and/or complete replacement of the faulty material or equipment.

GC-7 LEGAL RELATIONS AND RESPONSIBILITIES

7.1 LAWS AND REGULATIONS:

The Contractor at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner, its officers, employees, and agents (including the Engineer) against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders or decrees, whether such violations be by the Contractor, the Contractor's Subcontractors or their employees. All provisions of ORS 279C.500 – 279C.530 (construction contracts) are incorporated herein.

7.1.01 Working Conditions - In accordance with ORS 279C.540, no person shall be employed by the Contractor for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and a half pay:

- For all overtime in excess of eight hours a day or forty hours in any one week when the work week is five consecutive days, Monday through Friday; or
- For all overtime in excess of ten hours a day or forty hours in any one week when the work week is four consecutive days, Monday through Friday; and
- For work performed on Saturday and on any legal holiday specified in ORS 279C.540.

The Contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees of the number of hours per day and days per week that the employees may be required to work.

Any worker employed by the Contractor shall be foreclosed from the right to collect any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the contractor has:

- (1) Caused a circular clearly printed in bold-face 12-point type and containing a copy of ORS 279C.545 to be posted in a prominent place alongside the door of the timekeeper's office or similar place which is readily available and freely visible to any or all workers employed on the work.
- (2) Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

7.1.02 Environmental and Natural Resources Laws – In conformance with ORS 279C.525, the attention of the Contractor is called to statutes, ordinances or regulations of the federal government, the State of Oregon and local agencies dealing with the prevention of environmental pollution of water and air and the preservation of natural resources that affect the performance of the contract. The Contractor shall carry out the Contractor's operations in conformity with the applicable sections of federal, state and local statutes, ordinances and all regulations that are adopted pursuant thereto. If the Contractor is delayed or must undertake additional work by reason of the enactment of new or the amendment of existing statutes, ordinances or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the Owner shall grant a time extension and issue a change order setting forth the additional work that must be undertaken. The change order shall not invalidate the contract and there shall be, in addition to a reasonable extension of the contract time, a reasonable adjustment in the contract price to compensate the Contractor for all costs and expenses incurred, including overhead and profits, as a result of such delay or additional work.

In compliance with ORS 279C.525, the following is a list of federal, state, and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

Federal

Department of the Interior

- Bureau of Land Management
- Bureau of Reclamation
- U. S. Geological Survey
- U.S. Fish and Wildlife Service

Department of Labor

- Occupation Safety and Health Review Commission
- Water Resources Council
- Department of Housing and Urban Development

Oregon State Agencies

- Department of Agriculture
 - Soil and Water Conservation Commission
- Department of Energy
- Department of Environmental Quality
- Department of Fish and Wildlife
- Division of State Lands
- Water Resources Department

Local Agencies

- City Councils
- Board of County Commissioner

7.1.03 Sanitary Provisions - The Contractor shall observe all rules and regulations of the State and local health officials and shall take such precautions as are necessary to avoid creating conditions which are not sanitary. The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for use of the Contractor's employees as may be necessary to comply with the requirements of public health officials. The Contractor shall permit no public nuisance at any place over which the Contractor has control.

7.1.04 Prevailing Wage Rate Law - The Contractor shall conform with provisions of ORS 279C.830 relating to payment of prevailing wage rates as established by the State Labor Commissioner. The current posted Prevailing Wage Rates,(at the time of project bidding) and any addenda issued to Prevailing wage rates for Public Contracts in Oregon shall be used for this project. A copy of the Prevailing Wage Rates can be obtained from the Oregon Bureau of Labor and Industries located at:

800 NE Oregon Street, Suite 1045
Portland, OR 97232
or via their website at www.oregon.gov/BOLI

BOLI wage rates are those in effect as of the bid date.

7.1.05 Public Works Bond - The Contractor and every Subcontractor shall each have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under section 2 (7) or (8) of Enrolled Senate Bill 477 (SB-477B) as enacted by the State Legislature in 2005.

7.1.06 Medical Care Payment Law - In accordance with ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, copartnership, 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 agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

7.1.07 Drug Testing Program - In accordance with ORS 279C.505 (2), the Contractor shall demonstrate to the satisfaction of the Owner, that an employee drug-testing program is in place. The Contractor may attach hereto a written description of the Contractor's drug testing program, or a copy of the adopted drug-testing program, to comply with this condition.

7.1.08 Salvage or Recycle of Construction and Demolition Debris - In accordance with ORS 279C.510 (1), the Contractor shall salvage or recycle construction and demolition debris, if feasible or cost-effective.

7.1.09 Salvage or Recycle of Lawn and Landscaping Maintenance - In accordance with ORS 279C.510 (2), the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost effective.

7.2 PERMITS AND LICENSES:

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. Such fees shall be included in the basic contract price.

CITY BUSINESS LICENSE: Prior to starting work CONTRACTOR shall pay the CITY business license tax and provide the Public Works Department with a copy of business license receipt. CONTRACTOR shall, likewise, require all subcontractors to pay the CITY business license tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.

7.3 PATENTED DEVICES, MATERIALS, AND PROCESSES:

The Contractor assumes the responsibility of defending any and all suits or actions brought for the infringement of any patent claimed to be infringed by any material, device, plan, method or process to be incorporated in the work and/or required to be used in connection with the work to be done under the contract, including all attorney's fees and court costs, and the Contractor shall indemnify and save harmless the Owner, its officers, employees, and agents (including the Engineer) from all claims of and suits or Sections for infringements of patents.

7.4 USE OF PREMISES:

The Contractor shall confine the Contractor's apparatus, the storage of materials and the operations of the Contractor's worker's to limits indicated by the contract Documents, ordinances, permits, or directions of the Engineer and shall not unreasonably encumber the premises with the Contractor's materials.

The Contractor shall not load or permit any part of a structure which the Contractor is constructing under this contract to be loaded with a weight that will endanger its safety, nor shall the Contractor use any such structure for any purpose without the approval of the Engineer.

7.5 COOPERATION WITH OTHER CONTRACTORS:

The Contractor shall conduct the Contractor's operations so as to interfere as little as possible with those of other Contractors or Subcontractors on or near the work. It is expressly understood that the Owner has the right and may award other contracts in connection with the work so long as it does not interfere with the work under this contract.

Where one Contractor's operations are within the limits or adjoin the operations of another Contractor, each shall be responsible to the other for any damage, injury, loss, or expense which may be suffered on account of interference of operations, neglect or failure to finish work at the proper time, or of any other cause.

7.6 LABOR AND EQUIPMENT:

The Contractor shall employ only competent and efficient laborers, mechanics, or artisans; and whenever, in the opinion of the Engineer, any employee is or becomes unsatisfactory for the work assigned to the employee the Contractor shall, upon request of the Engineer, remove that employee from the work and not employ that employee again upon it.

The methods, equipment, and appliances used and the quantity and quality of the personnel employed on the work shall be such as will produce a satisfactory quality of work and shall be adequate to complete the contract within the time limit specified.

Only efficient and competent laborers and foremen shall be employed on force account work, and only tools and equipment in good condition and suitable for the work shall be used. The Engineer shall have authority to dismiss from force account work any laborer or foreman whose efficiency is, in the opinion of the Engineer, below that of the average of the Contractor's forces, and to refuse to allow the use of tools and equipment which, in the opinion of the Engineer, are not suitable for the work. Laborers and foremen dismissed and/or tools and equipment rejected shall be replaced by the Contractor to the satisfaction of the Engineer.

The Contractor shall be an independent Contractor for all purposes and shall be entitled to no compensation other than the compensation provided under **Article IV** of this contract.

The Contractor acknowledges that for all purposes related to the Contract, the Contractor is and shall be deemed to be an independent Contractor and not an employee of the Owner, shall not be entitled to benefits of any kind to which an employee of the Owner is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that the Contractor is found by a court of law or an administrative agency to be an entitled employee of the Owner for any purposes, the Owner shall be entitled to repayment of any amounts from Contractor under the terms of the Contract; to the full extent of any benefits or other remuneration the Contractor receives (from the Owner or third party) as a result of said finding and to the full extent of any payments that the Owner is required to make (to the Contractor or to the third party) as a result of said finding.

7.7 PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall conduct the project with proper regard for the safety and convenience of the public. When the project involves use of public ways, the Contractor shall provide Flaggers when directed and install and maintain means of free access to all fire hydrants, warehouses, and other property. Private roadways shall be closed only with approval of the Engineer or specific permission of the tenant. The Contractor shall not interfere with normal operation of vehicles unless otherwise authorized.

The Contractor shall not obstruct or interfere with travel over any public street without approval. Where detours are necessary, they shall be maintained with good surface and shall be clearly marked. The Contractor shall provide open trenches and excavations with adequate barricades of an approved type which can be seen from a reasonable distance. At night, the Contractor shall mark all open work and obstructions by lights. The Contractor shall install and maintain all necessary signs, lights, flares, barricades, railings, runways, stairs, bridges and facilities. The Contractor shall observe all safety instructions received from the Engineer or governmental authorities, but following of such instructions shall not relieve the Contractor from the responsibility or liability for accidents to workers or damage or injury to person or property. The Contractor shall not work before 7:00 a.m. or after 6:00 p.m. without written permission of the Engineer.

Emergency traffic such as police, fire and disaster units shall be provided reasonable access to the work area at all times. The Contractor shall be liable for any damages which may result from failure to provide such reasonable access or failure to notify the appropriate authority.

7.8 BARRICADES, WARNING SIGNS, AND FLAGGERS:

The Contractor shall at the Contractor's expense and without further or other order provide, erect and maintain at all times during the progress or temporary suspension of the work suitable barricades, fences, signs, or other adequate warnings or protection, and shall provide, keep and maintain such danger lights, signals, and Flaggers as may be necessary or as may be ordered by the Engineer to insure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights which shall be suitably distributed across the roadway and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be suitably painted to increase their visibility at night.

Failure of the Engineer to notify the Contractor to maintain barriers, lights, signals, or Flaggers shall not relieve the Contractor from this responsibility.

If Flaggers are necessary for the purpose of protection and safety to traffic, such Flaggers shall be furnished at the Contractor's expense.

The signs to be furnished and used by the Contractor in directing, controlling and safeguarding traffic shall conform with the standard sign designs in use by the ODOT.

The Contractor's responsibility for the safeguarding of traffic as specified above shall cease when the work included in the contract is accepted as complete.

7.9 SAFEGUARDING OF EXCAVATIONS:

The Contractor shall provide such safeguards and protections around and in the vicinity of the excavations the Contractor makes as may be necessary to prevent and avoid the occurrence of damage, loss, injury and death to property and persons because of such excavations. Liability for any such damage, loss, injury or death shall rest with the Contractor. The Contractor's responsibility for safeguarding and protecting and the Contractor's liability for damage, loss, injury or death shall cease when all work to be done under the contract is completed and accepted by the Owner.

7.10 USE OF EXPLOSIVES:

The use of explosives is not required for this project. In the event they become necessary, the following provisions will apply:

In the use and storage of explosives, the Contractor shall use every precaution to prevent injury to persons and damage to property. Secure storage places shall be provided and all such places shall be clearly marked with warning signs. Only persons experienced in the handling of explosives shall be allowed to use them on the work, and no shot shall be put off until warning has been sounded and all persons within the radius of danger removed. In the handling and storage of explosives, the Contractor shall comply with all Federal, State and local laws, and the Owner and Engineer will in no way be responsible for any noncompliance therewith or for damages to property or injury to persons resulting from accidental or premature explosions.

When explosives are used, particularly in proximity to buildings or other structures, care shall be taken to protect the surroundings from injury by the explosion, the resultant concussion or by flying rocks or debris. The quantities of explosives and the manner of their use shall be such that adjacent property shall not be damaged. In case the vicinity of the work is accessible to the general public, the Contractor shall, before any shots are fired, post workers about the work in various directions to warn all persons of the danger existing and to prevent the public from approaching closer than safety will permit.

7.11 PERSONAL SAFETY:

The Contractor shall be responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Safety provisions shall conform to the applicable federal, state, county and local laws, ordinances and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

The Contractor shall maintain at the office or other well-known place at the job site, all articles necessary for giving first aid to the injured and establish the procedure for the immediate removal to a hospital or a doctor's care of employees and other persons who may be injured on the job site.

The duty of the Engineer to conduct construction reviews of the Contractor's performance is not intended to include a review of the adequacy of the Contractor's safety measures in, on or near the construction site.

All accidents causing death or serious injuries, or damages shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor shall promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, giving full details and statements of witnesses.

If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

7.12 PROTECTION OF WORK AND PROPERTIES:

The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and these contract documents.

At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, water, gas, other pipeline and power companies, or are adjacent to other property, damage to which might result in material expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection of the interests of the Owner, as well as any interest that a third party may have therein, have been made.

In an emergency affecting the safety of life or of the work or of adjoining property the Contractor, without special instruction or authorization from the Engineer or Owner, is hereby permitted to act, at the Contractor's discretion, to prevent such threatened loss or injury, and the Contractor shall so act, without appeal, if so instructed and authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement.

7.13 RESTORATION OF DAMAGED PROPERTY:

All damage and injury to property that may be caused by or that may result from the carrying out of the work to be done under the contract, or from any act, omission or neglect of the Contractor, the Contractor's Subcontractors, or their employees, shall promptly be made good by the Contractor either by the repairing, rebuilding, or replacing of the property damaged, or in some other manner satisfactory to the Owner of such property. In case of failure on the part of the Contractor to promptly and satisfactorily make good such damage or injury, the Owner may, without notice to the Contractor, proceed to repair, rebuild, or replace such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under the contract.

In applying the provisions above stated, the repairing, rebuilding or replacing of damaged property shall be understood to include the providing of any temporary facilities that may be needed to maintain normal service until the required repairing, rebuilding or replacing is accomplished.

7.14 RESPONSIBILITY FOR DAMAGES:

The Contractor shall be responsible for all damages to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by or that may result from any act, omission, or neglect of the Contractor, the Contractor's Subcontractors, or their employees in the performance of the work to be done under this contract.

The Contractor shall indemnify and hold harmless the Owner, its officers, employees, and agents (including the Engineer) from all loss, claims, demands, suits, including costs and attorney's fees, or actions of every name and description brought for or on account of any damage, injury, loss, expense, inconvenience, or delay received or sustained, or claimed to be received or sustained by any person or persons, which damage, injury, loss, expense, inconvenience or delay may have been caused by or may have resulted from the performance of the work to be done under the contract, or from any act, omission, or neglect of the Contractor, the Contractor's Subcontractors, or their employees, provided however that the Owner shall promptly call to the attention of the Contractor any claim, demand, action or suit filed with the Owner for any such injury or damage and should suit or action be commenced against the Owner to recover any such claim or damage, the Owner shall, before time for answer expires or before default has been entered, furnish the Contractor and/or the Contractor's surety with a copy of the complaint.

The Owner, its officers, employees, and agents (including the Engineer), will not in any manner be answerable or accountable for any loss or damage resulting to the said work, or any part thereof, or to any of the equipment, materials or other things used or employed in prosecuting or completing said work, during its progress from any cause whatsoever, but all such loss or damage shall be solely at the Contractor's risk until it has been finally accepted by the Owner.

7.15 TRESPASS:

The Contractor will be solely responsible for any trespass upon adjacent property or injury thereto, resulting from or in connection with the Contractor's operations. The Contractor will be liable for any claims that may be made on account of trespass or the deposit of debris of any kind upon private property.

7.16 CONTRACTOR'S RESPONSIBILITY FOR WORK:

Until final acceptance of the contract, the Contractor shall be held responsible for any injury or damage to the work or to any part thereof by the action of the elements, or from any cause whatsoever, and the Contractor shall make good at the Contractor's own expense all injuries or damages to any portion of the work before its completion and final acceptance.

7.17 NO WAIVER OF LEGAL RIGHTS:

The Owner shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, and payment in accordance therewith, from recovering from the Contractor and the Contractor's sureties such damages as the Owner may sustain by reason of the Contractor's failure to comply with the terms of the contract. Neither the acceptance by the Owner, or by any representative or agent of the Owner, nor any payment for nor acceptance of the whole of any part of the work, nor any extension of time, nor any possession taken by the Owner shall operate as a waiver of any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be waiver of any other subsequent breach.

7.18 INSURANCE:

7.18.01 General - The Contractor shall not commence work until the Contractor has obtained all insurance required under this Section or until the Contractor has satisfied the Owner in this respect; nor shall the

Contractor allow any Subcontractor to commence work until the Subcontractor also has obtained similar insurance which is applicable to the Subcontractor's work. The Contractor shall maintain such insurance throughout the life of this contract, including the guarantee and maintenance period, and will hold the Owner and the Owner's agents harmless and shall indemnify the Owner for any losses arising out of the Contractor's operations, including any contingent liability arising therefrom.

7.18.02 Contractor - The Contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the work and Contractor's other obligations under the contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable.

- a. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- d. Claims for damages insured by personal injury liability coverage which are sustained
 1. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 2. by any other person for any other reason.
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

7.18.03 - The Contractor shall purchase and maintain, at the Contractor's own expense during the contract time, Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract Documents, whether such operations be by the Contractor or by any Subcontractor employed by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontractor employed by the Contractor. The Owner and the Engineer shall be named as an additional insured on the liability policy. Insurance shall be written with a limit of liability of not less than \$2,000,000.00 for all damages rising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000.00 aggregate for any such damages sustained by 2 or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$2,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000.00 aggregate for any such damage sustained by 2 or more persons in any one accident. Vehicular liability limits shall be not less than \$2,000,000.00 for any one person and not less than \$2,000,000.00 aggregate for each occurrence.

The Contractor shall either (a) require each of the Contractor's Subcontractors to procure and to maintain during the life of the Subcontractor's subcontract, Subcontractor's Commercial General Liability Insurance and Property Damage and Vehicular Liability of the type and in the same amounts specified in the preceding paragraph, or (b) insure the activities of the Contractor's Subcontractors in the Contractor's own policy.

7.18.04 Public Liability Insurance - Public Liability Insurance shall indemnify the Contractor and the Contractor's Subcontractors against loss from liability imposed by law upon, or assumed under contract by the Contractor or the Contractor's Subcontractors for damages on account of such bodily injury and property damage. Such insurance shall be provided on a comprehensive liability policy form written by underwriters through an agency satisfactory to the Owner; covering bodily injury and broad form occurrence property damage, owned and non-owned vehicles and equipment, Contractor's protective coverage and blanket contractual liability. Such liability insurance shall not exclude explosion, collapse, underground excavation or removal of lateral support. The Owner and the Engineer shall be named as an additional insured on the liability policy, but only in respect to the Contractor's operations. Whenever the performance of any portion of the work involves the use of watercraft, comprehensive insurance shall include watercraft exposure with appropriate endorsements for the Jones Act with Federal longshoremen and harbor workers' coverage.

7.18.05 Industrial Accident or Worker's Compensation Insurance - The Contractor shall purchase and maintain, at the Contractor's own expense, during the contract time, Industrial Accident or Workmen's Compensation Insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project. The Contractor shall comply with the provisions of ORS 279C.530 and the laws of the State of Oregon, ORS 656.017. In case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance and to comply with ORS 656.017, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

7.18.06 Property Insurance – The Contractor shall purchase "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire and extended coverage, earthquake, flood, explosion, hail, lightening, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke the results of faulty workmanship, during the contract time, and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

7.18.07 Certificates of Insurance - Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least 30 days prior written notice has been given to the Owner.

7.19 PAYMENT OF OBLIGATIONS:

The Contractor shall promptly make full payment for labor, material, supplies and provisions, at such times as they become due and payable, to all persons supplying said Contractor or the Contractor's Subcontractor with labor, services, materials, supplies or provisions for the prosecution of the work provided for in the contract. The Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner for or on account of any labor, services, material, supplies or provisions furnished.

The Contractor and Subcontractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any Subcontractors incurred in the performance of the Contract. The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 279C.505.

In accordance with ORS 279C.515 (1), in the event that said Contractor fails, neglects, or refuses to make prompt and full payment of any claim for labor, services, materials, supplies or provisions furnished by any person in connection with the contract as said claim becomes due, whether said labor, services, materials, supplies or provisions to be performed or furnished for said Contractor or for the Contractor's Subcontractor, then, and in such event the proper public officer or officers representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contractor's contract.

In accordance with ORS 279C.515 (2), if the Contractor or a First-Tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a Contractor, the Contractor or First-Tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10 day period that payment is due under ORS 279C.580(3)(A) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or First-Tier Subcontractor on the amount due shall equal three times the discount rate on 90 day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

In accordance with ORS 279C.515(3), if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580(5).

In accordance with ORS 279C.515 (4), the payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

7.20 SUIT OR ACTION:

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

GC-8 PROSECUTION AND PROGRESS

8.1 PROSECUTION OF WORK:

The work to be done under the contract shall not be commenced until the contract, performance bond and payment bond have been executed by the Contractor and the Contractor's surety and delivered to the Owner and until written notice to proceed has been received by the Contractor.

Performance of the work to be done under the contract shall be commenced within the stipulated time limit, unless later commencement of the work is authorized by the Engineer. From the time of commencement of the work to the time of completion, the work shall be prosecuted as vigorously and as continually as weather conditions will permit and always in accordance with a schedule which will ensure completion within the specified time limit, due allowances being made for possible unfavorable conditions, interference, breakdowns, and other causes of delay. There shall be no voluntary shutdown or slowing of operations without prior approval of the Engineer. If it appears to the Engineer that the rate of progress being made is not such as it will ensure the completion of the work within the specified time limit, it shall be within the authority of the Owner, upon notification by the Engineer, to require the Contractor to provide additional equipment and men and to take such other steps as may be necessary to insure completion as specified.

8.2 LIMITATIONS OF OPERATIONS:

Operations on the various units or portions of the work shall be begun at the times and locations approved by the Engineer and shall be prosecuted between such limits as the Engineer may establish. No part of the work shall be undertaken without the approval of the Engineer, and no work shall be carried on contrary to the Engineer's instructions.

In case of a dispute arising between two or more Contractors engaged on the same work as to the respective rights of each under the specifications, the Engineer shall determine the matters at issue and shall define the respective rights of the various interests involved, in order to secure the completion of all parts of the work in general harmony and with satisfactory results, and the Engineer's decision shall be final and binding on all parties concerned.

8.3 CONTRACTOR TO HAVE REPRESENTATIVE ON WORK:

The Contractor shall designate in writing before starting work an authorized representative, who shall have complete authority to represent and to act for the Contractor in the Contractor's absence from the work site, in all directions given to the authorized representative by the Engineer. The Contractor or the authorized representative shall give efficient supervision to the work, using the best skill and personal attention to the prosecution of the work, and shall be present on the site continually during its progress. The authorized representative shall have full authority to execute the orders or directions of the Engineer without delay and to supply promptly such materials, tools, plant, equipment, and labor as may be required, regardless of whether or not the work is to be performed

by the Contractor's own forces or those of a Subcontractor. The fact that an approved Subcontractor is performing any portion of the work shall not relieve the Contractor of this requirement.

8.4 TEMPORARY SUSPENSION OF THE WORK:

The Engineer shall have authority to suspend the work wholly or in part for such period or periods as the Engineer may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the contract.

If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and the Contractor shall take every precaution to prevent damage or deterioration of the work performed, provide suitable drainage, et cetera, and erect temporary structures where necessary. The Contractor shall not suspend the work without written approval from the Engineer. In all cases of suspension of construction operations, the work shall not again be resumed until permitted by order of the Engineer.

The Contractor will be responsible for all damage to the work that may occur during suspensions of work the same as though the damage had occurred while the work was in progress.

8.5 PROTECTION OF WORK DURING SUSPENSION:

If it should become necessary, because of the lateness of the season or any other reason, to stop the work, then the Contractor shall open proper drainage ditches, erect temporary structures where necessary; prepare the work so there will be minimum interference with traffic, if the work is on a public right-of-way; and take every precaution to prevent any damage or unreasonable deterioration of the work during the time the work is closed. If upon reopening the work, it is found that any such damages or deterioration has occurred, due to the lack of said precautions, then, and in that event, the Contractor shall correct all such conditions at the Contractor's own expense in a manner acceptable to the Engineer.

8.6 TIME OF COMPLETION OF WORK AND EXTENSION OF TIME LIMIT:

Time is of the essence of the contract. All of the work to be done under the contract shall be completed in its entirety within the time specified in the contract; provided however, that the Engineer may at the Engineer's discretion recommend that the Owner extend the time for completion of the work without invalidating any of the provisions of the contract and without releasing the surety.

Extensions of time, when recommended by the Engineer, will be based upon the effect of delays to the project as a whole and will not be recommended for noncontrolling delays to minor included portions of the work unless it can be shown that such delays did in fact, delay the progress of the project as a whole. Acts of God, governmental regulations, priorities, labor disputes, strikes, fires, inability to obtain materials, equipment, or labor because of Federal Government restrictions arising out of the National Defense or War Program, and required Extra Work, may constitute such a delay.

Should the Owner cause a delay in the completion of the work by reason of requirements on extra work or otherwise not provided for by the plans or these specifications, the Contractor will be granted an extension of time by the Owner for completion equal to the amount of such a delay and no charge will be made against the Contractor for the extension of time so granted. Changes in plans and increases in the quantities of work to be performed will be considered cause for extension of time only when they are of such nature and when they occur at such times that they materially and necessarily affect the completion time of the work.

Delay forced upon the Contractor by failure on the part of the Owner and its representatives to act promptly in the carrying out of its obligations and duties under the contract will be considered cause for extension of time only when and to such extent as such failure does actually prevent completion of the work within the specified time.

The Engineer shall have the right to order the work to cease for a time because of inclement weather, but in case such order is given, the Engineer also will give notice as to when the work shall be resumed and the Contractor's

time for completion will be extended for a time equal to the amount of the delay so ordered. All extensions requested by the Contractor shall be made to the Engineer in writing on or before the fifth of the month following that in which the alleged delay is said to have occurred and any claim for extension of time shall state explicitly the reasons therefore. Should the Contractor fail to file such written claim for extension of time within the period provided therefore, the Contractor thereby shall have abandoned any claim therefore.

In naming the prices for completion of the work within the time specified it shall be understood and agreed the work shall be completed within that time. If, however, said work is not completed within the time named in the contract, as extended to cover the total days delay allowed in the paragraphs above, the Owner may deduct and retain out of any sum then due or that may become due the Contractor at time of such delinquency, or later, the sum specified in the contract for each and every calendar day that the date of final completion of each contract is delayed. In submitting a bid and signing the contract, the Contractor thereby shall have agreed to these provisions and, furthermore, that the sum deducted and retained is not a penalty but a reimbursement to the Owner for damages which the Owner will have sustained by reason of such delayed completion.

Damages so liquidated are understood to include the additional cost to the Owner for Engineering supervision, interest charges, and overhead all of which damages would be difficult or impossible to ascertain accurately.

Amounts due the Owner from the Contractor under the foregoing provisions shall be deducted from any monies then due or to become due said Contractor under the contract, and such deductions shall not in any degree release the Contractor from further obligations in respect to the fulfillment of the entire contract, nor any right which the Owner may have to claim, sue for, and recover compensation and damages for no performance or breach of the contract.

8.7 EARLY TERMINATION:

This contract may be terminated without cause by mutual written consent of the parties according to the terms of ORS 279C.655 through ORS 279C.670. If work under the contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute. If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract. Payment to the Contractor shall be provided per ORS 279C.660 and shall be prorated to include the day of termination and shall be in full satisfaction of all claims by the Contractor against the Owner under this contract. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of the Contractor or Owner, which accrued prior to such termination.

8.8 ANNULMENT AND CANCELLATION OF CONTRACT:

If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail to supply enough properly skilled workers or proper materials for the efficient prosecution of the project, or if the Contractor should fail to make prompt payment to Subcontractors or for material or persistently disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provisions of the contract, then the Owner, upon the certificate of the Engineer that, in the Engineer's opinion, sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety 7 days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method it may deem expedient.

In the event action as above indicated is taken by the Owner, the Contractor shall not be entitled to receive any further payment until the work is completed. On completion of the work, determination shall be made by the Engineer of the total amount the Contractor should have been entitled to receive for the work under the terms of the contract, had the Contractor completed the work. If the difference between said total amount and the sum of all amounts previously paid to the Contractor, which difference will hereinafter be called the "unpaid balance," exceeds the expense incurred by the Owner in completing the work, including expense for additional managerial and administrative services, such excess will be paid to the Contractor, with the consent of the surety. If, instead, the expense incurred by the Owner exceeds the unpaid balance, the amount of the excess shall be paid to the

Owner by the Contractor or the Contractor's surety. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be as determined and certified by the Engineer.

In addition to and apart from the above mentioned rights of the Owner to terminate the employment of the Contractor, it is expressly understood that the contract may be cancelled at the election of the Owner for any willful failure or refusal on the part of the Contractor to faithfully perform the contract according to all of its terms and conditions; provided however, that in the event the Owner should cancel the contract, neither the Contractor nor the Contractor's surety shall be relieved from damages or losses suffered by the Owner on account of the Contractor's said breach of contract.

It is understood and agreed that the Owner may, at its discretion, avail itself of any or all of the above rights or remedies and that the invoking of any one of the above rights or remedies will not prejudice or preclude the Owner from subsequently invoking any other right or remedy set forth above or elsewhere in the contract.

8.9 USE OF COMPLETED OR UNCOMPLETED PORTIONS:

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed as acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation; or extension of time or both, as the Engineer may determine.

8.10 RIGHT OF OWNER TO DO WORK:

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the contract, the Owner after 3 days written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Contractor.

8.11 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:

If the work should be stopped under an order of any court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by the Contractor, or if the Engineer should fail to issue any certificate for payment within 10 days after it is due, or if the Owner should fail to pay to the Contractor within 30 days of its presentation, any sum certified by the Engineer and approved by the Owner, then the Contractor may, upon 7 days written notice to the Owner and Engineer, stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

8.12 LEGAL ACTIONS CONCERNING THE WORK:

Should legal action be entered into either by the Contractor (or the Contractor's surety) against the Owner or by the Owner against the Contractor (or the Contractor's surety), such legal action shall be tried in the county of the state in which the work was or is to be performed.

If one of the questions at issue is the satisfactory performance of the work by the Contractor and should the appropriate judicial body judge the work of the Contractor to be unsatisfactory, then the Contractor or the Contractor's surety shall reimburse the Owner for all legal and all other expenses (as may be allowed and set by the court) incurred by the Owner because of the legal action and, further, it is agreed that the Owner may deduct such expenses from any sum or sums then or that may become due the Contractor.

Should there be no such funds available, or should such funds not be sufficient to cover the said expenses, then the Contractor or the Contractor's surety shall pay all of such additional costs involved.

8.13 CERTIFICATE OF COMPLIANCE:

After completion of all items of work specified in the contract, and completion of the final inspection as set forth in Subsection 5.16, the Contractor shall submit to the Owner a Certificate of Compliance in form substantially as follows: "I (we) hereby certify that:

1. All work has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work;
2. There have been no unauthorized substitutions of Subcontractors; nor have any subcontracts been entered into without the names of the Subcontractors having been submitted to the Owner prior to the start of such subcontracted work;
3. No subcontract was assigned or transferred or performed by any Subcontractor other than the original Subcontractor, without prior notice having been submitted to the Owner together with the names of all Subcontractors;
4. All Subcontractors performing work described in ORS 701.005(2) (i.e., construction work) were registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.026 to 701.035 before the Subcontractors commenced work under the contract;
5. All claims for material and labor and other service performed in connection with these specifications have been paid;
6. All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission (in accordance with ORS 305.385 and ORS 279C.530), hospital associations and/or others have been paid."

8.14 COMPLETION AND ACCEPTANCE:

After completion of all items of work specified in the contract, and completion of the final inspection as set forth in Subsection 5.16, and acceptance of all public portions of utility construction by the respective public utility regulatory agency, and completion of the Certificate of Compliance as set forth in Subsection 8.13, the Engineer will recommend to the Owner that the work be accepted, and payment made as provided for in Subsection 9.11.

It is mutually agreed between the parties to the contract that a certificate of completion of the project, submitted by the Engineer or other agent of the Owner and approved by the governing body of the Owner, shall constitute final acceptance of the work and materials included in the contract on the date of such approval. It is provided further that such approval shall not constitute an acceptance of any authorized work, that no payment made under the contract except the final payment shall be evidence of the performance of the contract, either wholly or in part, and that no payment shall constitute an acceptance of unauthorized or defective work or improper material.

The acceptance of the contract work shall not prevent the Owner from making claim against the Contractor for any defective work.

GC-9 MEASUREMENT AND PAYMENT

9.1 MEASUREMENT OF QUANTITIES:

All work completed under the contract shall be measured by the Engineer according to United States standard measure. The methods of measurement and computation to be used in the determination of the quantities of materials furnished and the quantities of work performed under the contract shall be the methods outlined in these specifications or by those methods generally recognized as good Engineering practice, which, in the opinion of the Engineer, give the greatest accuracy consistent with practicable application.

9.2 SCOPE OF PAYMENT:

The Contractor shall accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment, and for performing all work under the contract, also for all loss, damage, or liability arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered delaying the prosecution of the work until its final acceptance by the Owner.

9.3 ALTERATION IN DETAILS OF CONSTRUCTION:

The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of construction as may be found to be necessary or desirable.

Such increases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to accept the work as altered, the same as if it had been a part of the original contract.

Unless such alterations and increases or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. If, however, the character of the work or the unit costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work, or in case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the Contractor, in such amount as the Engineer may determine to be fair and equitable.

9.4 QUANTITIES AND LUMP SUM PRICES:

9.4.01 Lump Sum - The Contractor shall include in the contract sum all allowances named in the contract document for items (or for the entire work) which are to be paid for under a lump sum price(s) and shall cause the work so covered to be done for such sums. Should the Engineer direct that additional work be required, or work deleted under a lump sum price(s) item, the contract sum will be adjusted therewith by negotiation or by deletion or addition of other work of equivalent value at the option of the Owner. The Contractor declares that the lump sum price(s) includes such sums for all expenses and profit as the Contractor deems proper. No demand for expense or profit other than those included in the lump sum price(s) will be allowed.

9.5 PAYMENT FOR FORCE ACCOUNT (EXTRA) WORK:

When extra work is ordered by the Engineer to be done on a force account basis (either by the Contractor or an approved Subcontractor), such work will be paid for on the basis of the actual cost to the Contractor or Subcontractor for labor cost, material cost and equipment cost plus an allowance of 15% thereof. This allowance is to cover the costs of administration, general superintendence, other overhead, bonds, anticipated profit, and the use of small tools and equipment for which no rental is allowed. Where said work is performed by an approved Subcontractor, an additional 5% will be allowed the Contractor for administration and supervision of the Subcontractor's work.

The items of cost to which the above percentage will be added and to which reimbursement will be made are as follows:

9.5.01 Labor - The wages of supervisors, equipment operators, and skilled, semiskilled and common laborers assigned to the specific operation will be reimbursed at contract or actual payroll rate of wages per hour and actual fringe benefits paid, for each hour that the employees are actually engaged in the performance of the force account work. Reimbursement for hourly wage rates and benefits shall not exceed prevailing wage rates and benefits for the class or classes of work performed under force account.

In addition to wages and fringe benefits, reimbursement will be allowed for indirect labor costs as follows:

- a) Social Security Tax and Unemployment Tax at the percentage legally required;
- b) Industrial Accident or Worker's Compensation Insurance at the policy percentage rate;
- c) Contractor's Public Liability Insurance and Contractor's Property Damage Liability Insurance at the policy percentage rate;

9.5.02 Materials - Purchased materials and supplies used on force account work will be reimbursed at the prices billed to the Contractor or Subcontractor by the supplier, less all discounts. It will be assumed that the Contractor or the Contractor's Subcontractor has taken advantage of all possible discounts on bills for materials and supplies, and such discounts will be subtracted from the total amounts of bills regardless of any failure of the Contractor to take advantage of same. Freight and express on material and supplies will be considered a part of the cost and will be reimbursed as materials and supplies.

9.5.03 Equipment - Equipment, either owned or rented by the Contractor, that is mutually considered necessary, will be reimbursed at equipment rental rates. The hourly rental rate will be determined using the monthly rental rates taken from the current edition of the *Rental Rate Blue Book for Construction Equipment* and dividing by 176. The daily rental rate for equipment used on a 24-hour basis will be determined by dividing the monthly rate by 22. To the above rates, add the predominant area adjustment percentage for the state as shown on the area adjustment map in the *Rental Rate Blue Book*. In the case of equipment not listed in the *Rental Rate Blue Book*, a monthly rate will be computed on the basis of 6 percent of the manufacturer's list price for sale of new equipment. The hourly rate in this case will be determined by dividing the monthly rate by 176. For equipment used on a 24-hour basis and having no rate listed in the *Rental Rate Blue Book*, the daily rate will be 6 percent of the manufacturer's list price for the sale of new equipment, divided by 22.

The rental rates reimbursed for equipment will in all cases be understood to cover all fuel, supplies, maintenance, repairs and renewals, and no further allowances will be made for those items unless specific agreement to that effect is made in writing before the work is commenced. Individual pieces of equipment having a value of \$100.00 dollars or less will be considered to be tools or small equipment, and no rental will be reimbursed on such.

The percentage allowances made to the Contractor in accordance with the terms outlined above will be understood to be reimbursement and compensation for all superintendence, use of tools and small equipment, overhead expenses, bond cost, insurance premiums, profits, indirect costs and losses of all kinds, and all other items of cost not specifically designated herein as items involved are furnished or incurred by the Contractor or by the Subcontractor. No other reimbursement, compensation or payment will be made for any such services, costs or other items.

Should any percentage allowance or other corresponding allowance be made by the Contractor to a Subcontractor (other than specified herein), in connection with force account work, such allowance shall be at the sole expense of the Contractor and the Contractor will not be reimbursed or otherwise compensated for the same by the Owner.

9.6 FORCE ACCOUNT BILLS:

The Contractor and the Engineer will review the record of extra work quantities done on a force account basis at the end of each day.

Bills for force account work shall show in payroll form the dates, names, hours worked each day, rates of pay, and amounts paid to each individual employed on such work and shall give in detail the nature of the work done by each. Bills for materials shall be fully itemized, showing dates of delivery, quantities, unit prices, amounts, and discounts, and shall be accompanied by receipted invoices covering every item.

All bills, payrolls, and other forms of claims for payment on force account work shall be submitted in triplicate, shall state the number of force account work or change order applicable and the name or number of the contract under which the work was performed, and must be approved by the Engineer. Failure to present claims in proper form within 30 days after the close of the month in which the work covered was performed shall constitute a waiver on the part of the Contractor of the Contractor's right to present such claim thereafter or to receive payment, therefore.

9.7 ELIMINATED ITEMS:

The Owner shall have the right to cancel the portions of the contract relating to the construction of any item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the work by order of the Engineer. Where practical, the work completed before cancellation shall be paid for at unit prices, otherwise the Contractor shall be allowed a profit percentage as provided under Subsection 9.5 but no allowance will be made for anticipated profits. Acceptable materials ordered by the Contractor or delivered on the work prior to the date of cancellation or suspension of the work by order of the Owner shall be purchased from the Contractor by the Owner at actual cost and thereupon becomes the property of the Owner.

9.8 PROGRESS PAYMENTS:

At a regular period each month the Engineer shall make an estimate of the amount of work completed and of the value of such completed work. The Contractor shall also make an estimate of the amount and value of acceptable material to be incorporated in the completed work which has been delivered and properly stored at or near the site or at a location acceptable to the Engineer. With these estimates as a base, a progress payment shall be made to the Contractor, which progress payment shall be equal to the value of completed work as computed from the Engineer's estimate, plus the value of accepted materials which are in condition or state of fabrication ready to be incorporated in the completed structure and which are held in storage on or near the work, the value of such materials computed in accordance with Subsection 9.9 of these specifications, less such amounts as may have been previously paid, less such other amounts as may be deductible or as may be owing and due to the Owner for any cause, and less an amount to be retained in protection of the Owner's interests.

The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be deemed necessary to protect the Owner from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- d. A reasonable doubt in the opinion of the Engineer that the contract can be completed for the balance then unpaid.
- e. Damage to another Contractor.
- f. Reasonable indication that the work will not be completed within contract time.
- g. Unsatisfactory prosecution of the work by the Contractor.

Should the amount due the Contractor under the estimate for any given month be less than \$500.00 dollars, at the option of the Engineer, no payment shall be made for that month.

Progress payments shall not be construed as an acceptance or approval of any part of the work covered thereby, and they shall in no manner relieve the Contractor of responsibility for defective workmanship or material.

The estimates upon which progress payments are based are not represented to be accurate estimates, and all quantities shown therein are subject to correction in the final estimate. If the Contractor uses such estimates as a basis for making payment to Subcontractors, the Contractor does so at the Contractor's own risk, and the Contractor shall bear all loss that may result.

The making of progress payments under the contract, either before or after the date set for completion of the work, shall not operate to invalidate any of the provisions of the contract or to release the surety.

At the time payment is made for any materials which have been stored at or near the site, the Ownership of such materials shall be vested in the Owner, and they shall remain in storage until used on the work. Such materials shall not be used on other work.

9.9 ADVANCES ON MATERIALS:

For materials delivered and held in storage upon the work (or near the site of the work if approved by the Engineer), allowances will be made in the progress payments to the Contractor. These allowances shall be in amounts not exceeding 90% of the net cost to the Contractor of the material f.o.b. the work, and from such allowances there shall be retained the percentage regularly provided for in connection with progress payments. In cases where there is a bid price on a given material in place the allowance shall be further limited not to exceed 90% of the difference between the bid price and the cost of placing as estimated by the Engineer.

At the option of the Engineer, no allowance for materials shall be made on any progress estimate unless the total allowable value for all materials on hand is at least \$1,000.00 and no allowance shall be made upon any single class of material the value of which is not at least \$500.00. The inventory of materials for which advances are requested shall be kept to a reasonable size as approved by the Engineer. No allowance shall be made upon fuels, supplies, form lumber, falsework, or other materials, or on temporary structures of any kind, which will not become an integral part of the finished construction. As a basis for determining the amount of advances on

material, the Contractor shall make available to the Engineer such invoices, freight bills, and other information concerning the materials in question, as the Engineer may request. Should there be reasonable evidence, in the opinion of the Engineer, that the Contractor is not making prompt payments for material on hand, allowances for material on hand will be omitted from progress payment.

9.10 ALLOWANCE FOR MATERIALS LEFT ON HAND:

Materials delivered to the work or acceptably stored at approved sites at the order of the Engineer but left unused due to changes in plans or variations in quantities will, if the materials are not practically returned for credit, be purchased from the Contractor by the Owner at actual cost (without percentage allowance for profit) and shall thereupon become the property of the Owner.

9.11 FINAL PAYMENT:

The Engineer will make a final estimate and recommend acceptance of the work as of a certain date. Upon approval and acceptance by the Owner, the Contractor will be paid a total payment equal to the amount due under the contract including all retainage.

Prior to final payment, the Contractor shall deliver to the Owner, a receipt for all amounts paid or payable to the Contractor and a release and waiver of all claims against the Owner arising from or connected with the contract and shall furnish satisfactory evidence that all amounts due for labor, materials and all other obligations have been fully and finally settled or are fully covered by insurance.

9.12 ACCEPTANCE OF FINAL PAYMENT:

The acceptance by the Contractor of the final payment shall release the Owner and the Engineer as agent of the Owner from all claims and all liability to the Contractor for all things done or furnished in connection with the work, and every act of the Owner and others relating to or arising out of the work. No payment, however, final or otherwise, shall operate to release the Contractor or the Contractor's sureties from obligations under the contract and the performance, payment and other bonds and warranties, as herein provided.

9.13 SUSPENSION OF PAYMENTS:

No partial or final payment shall be made as long as any order made by the Engineer to the Contractor in accordance with the specifications remains uncompleted. Neither shall any progress or final payment be made as long as any claim or lien filed or prosecuted against the Owner, the Owner's officers or employees contrary to the provisions of the contract remains unsatisfied.

9.14 FINAL GUARANTEE:

Neither the final acceptance nor payment nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which appear within a period of one year from the date of final acceptance. The Owner shall give notice of observed defects with reasonable promptness. The Contractor shall initiate corrective action within 5 days after written notification from the Owner. All questions arising under this paragraph shall be decided by the Engineer.

9.15 PAYMENTS:

Payments under the contract shall be paid in cash by the Owner unless otherwise provided by the Special Provisions of these specifications.

This Agreement will not be effective until approved by The City Commission.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

CITY OF WARRENTON:

By: _____

Title: _____

ATTEST: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Address: _____

E-mail: _____

ATTEST: _____

Title: _____



City Commission Agenda Memo

Meeting Date: November 25, 2025
From: Kevin Gorman, Public Works Director
Subject: CIP Purchase of CCTV Truck Equipment

Summary:

The Public Works Department requests approval to purchase new CCTV retrofit equipment for the City's inspection trailer in the amount of \$64,802.97. This upgrade will replace aging equipment that frequently malfunctions and no longer meets operational needs. The new system will improve the reliability and efficiency of sewer and stormwater inspections, enabling staff to capture higher-quality video data and better assess the condition of the City's underground infrastructure.

Recommendation/Suggested Motion:

"I move to approve the sole-source purchase of CCTV retrofit equipment from Q Cues totaling \$64,802.97."

Alternative:

None recommended

Fiscal Impact:

This was budgeted for through the Capital Improvement Program.

Attachments:

(All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.)

- Contract
- Exhibit A
- Sole Source Justification Memorandum

Approved by City Manager: _____

A handwritten signature in blue ink, appearing to read "Esther Medina", written over a horizontal line.

CITY OF WARRENTON

CONTRACT FOR GOODS AND SERVICES

CONTRACT:

This Contract, made and entered into this _____ day of November 2025, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Q Cues located at 3600 Rio Vista Avenue, Orlando FL. 32805, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

WHEREAS, the CITY requires goods and services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONTRACTOR is able and prepared to provide such goods and services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACTOR GOODS AND SERVICES: (Title: CIP Purchase of CCTV Truck Equipment)

- A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, and is attached hereto as Exhibit A.
- B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

- A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$64,802.97 for providing goods and performance of those services provided herein;
- B. The CONTRACTOR will submit a final invoice for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@warrentonoregon.us. City pays net 21 upon receipt of invoice.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the CITY the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be City Manager.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Melora Hitchman.

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning

such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

13. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONTRACTOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to CITY, contractor, or others resulting from or arising out of CONTRACTOR'S negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and The CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

15. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

- A. **Commercial General Liability.** Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and Advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the

combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

- B. **Automobile Liability.** Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.
- C. **Additional Insured.** The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, Contractor shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.
- D. **Notice of Cancellation or Change.** There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

17. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as due, to all persons supplying CONTRACTOR labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

18. PAYMENT OF MEDICAL CARE

Contractor 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

agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. STANDARD OF CARE

The standard of care applicable to contractor's services will be the degree of skill and diligence normally employed by contractors performing the same or similar services at the time CONTRACTOR'S services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

20. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries.

21. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

22. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

City of Warrenton, a Municipal Corporation

BY: _____
Henry A. Balensifer III, Mayor Date

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CONTRACTOR:

BY: _____
Date

SALES QUOTE**Quote No:** T13135**Date:**

Page 1 of 1



3600 Rio Vista Avenue, Orlando FL 32805, UNITED STATES
 (407)849-0190 E-FAX (407)641-9222

Bill To: WARRENTON, CITY OF (MAIN)
 PO BOX 250
 WARRENTON , OR - 97146-0250
 US - UNITED STATES

Ship To: WARRENTON, CITY OF
 45 SW 2ND ST
 WARRENTON , OR - 97146-9761
 US - UNITED STATES

Payment Terms: Net 30**Delivery Terms:** SHIPPING POINT**Contact:** GILLIAN WILSON**Ship Via:** FEDEX STANDARD (OVERNIGHT)**Customer Contact:** MELORA HITCHMAN**Ship Location:** OR101

Line No.	Part Number/Description	Order Qty	Tax Rate %	List Price	Discount%	Net Price	Extended Amount
1	WM360 TRANSPORTER ASSY,CPR,60 VOLT,BRASS	1	0%	24,125.00	10%	21,712.50	21,712.50
2	MZ350 CAMERA ASSY,OZIII-SONDE, EC3044	1	0%	29,810.00	10%	26,829.00	26,829.00
3	TM607-13H CABLE ASSY,M/C,12P,1500',SMM,MTL,HY	1	0%	9,951.23	10%	8,956.107	8,956.11
4	WM312 KIT,WHEEL,PNEUM,12-15",CPR/WTR3/LM2	1	0%	1,985.46	10%	1,786.914	1,786.91
5	WM357 CAMERA ASY,REARVIEW,CPR/SPR,W/O LFT	1	0%	5,455.00	10%	4,909.50	4,909.50
6	DESC freight	1	0%	600.00	0%	600.00	600.00

Shipping & Handling along with Sales Tax are subject to change.
 Acknowledgement Only - Do Not Pay

Subtotal	64,794.02
Handling	8.95
Tax	0.00
Total	64,802.97

The goods and/or services to be purchased hereunder are subject to Cues, Inc. Terms and Conditions of Sale found at: <https://cuesinc.com/pages/cues-terms-and-conditions-of-sale>.



MEMORANDUM

TO: Mayor Henry Balensifer III
FROM: Kevin Gorman, Public Works Director
DATE: 11/17/2025
SUBJECT: Sole-Source Justification | CCTV Trailer Retrofit Equipment

Purpose:

The Public Works Department requests authorization to purchase CCTV retrofit equipment in the amount of \$64,802.97 as a sole-source procurement. The purchase will replace and upgrade the existing inspection equipment in the City's CCTV trailer, which is critical for inspecting and maintaining the City's sewer and stormwater systems.

Sole-Source Determination:

This purchase qualifies as a sole-source procurement under ORS 279B.075, as the required equipment must be compatible with the City's existing inspection hardware and software. The retrofit involves rebuilding the current system and integrating new components with the existing framework supplied by the same vendor. Procuring equipment from another manufacturer would result in significant compatibility issues, additional reconfiguration costs, and potential loss of functionality with our existing system.

The current vendor is the only authorized source capable of providing the required retrofit components and ensuring system performance and warranty coverage. Standard competitive bidding is therefore not practical or cost-effective for this specialized equipment.

Best Regards,

Kevin Gorman
Public Works Director



City Commission Agenda Memo

Meeting Date: November 25th, 2025
 From: Kevin Gorman, Public Works Director
 Subject: Hammond Transmission Waterline- Amendment No.2 to the Professional Services Contract with Consor North America, Inc.

Summary:

The Hammond Transmission Waterline Project Phase 1 is the first segment of the new transmission line serving the Hammond area. As the project has progressed through design, bidding, and construction support, several tasks were required that were not included in Consor's original scope of work. These include coordination of archaeological and funding requirements, assistance with a bidder protest, and additional construction support due to a higher-than-anticipated number of submittals and RFIs related to field conditions.

Consor has submitted Amendment No. 2 in the amount of \$30,352 to cover this additional work. The original contract amount was \$411,920, and approved Amendment No. 1 added \$14,911, bringing the revised total contract amount to \$457,183. No changes to the project schedule are proposed.

Recommendation/Suggested Motion:

"I move to approve Amendment No. 2 to the professional services contract with Consor for the Hammond Transmission Waterline Project – Phase 1 in the amount of \$30,352, for a revised total contract amount of \$457,183."

Alternative:

None recommended

Fiscal Impact:

The approved total project budget of \$3,060,000.00 funded through Business Oregon SDWRLF and EPA grant sources, is sufficient to cover this amendment.

Attachments:

(All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.)

- Consor North America Inc. Amendment No.2
- Change Order Form

Approved by City Manager: _____

EXHIBIT A

AMENDMENT NO. 2

SCOPE OF WORK

HAMMOND TRANSMISSION WATERLINE PROJECT

CITY OF WARRENTON

Project Understanding and Assumptions

In June 2023, the City of Warrenton (City) executed a Contract for Professional Consulting Services with Consor (Consultant) for Design, Bid, and Construction Phase Services for the Hammond Transmission Waterline Project. In September 2023, the City executed Contract Amendment No. 1 to add Labor Standards Compliance Monitoring services to the Consultant's Scope of Work.

During the performance of Final Design, Bid and Construction Phase Services, certain activities were identified as outside the original Scope of Work, resulting in additional labor and costs to the Consultant.

The Consultant has prepared this Contract Amendment No 2 for the City's approval.

Scope of Services

Consultant will perform the following amended services. Unless otherwise indicated, the original Scope of Work Task Deliverables and Assumptions are unchanged and apply to the amended services.

Task 5 – Final Design

Activities

5.3 Coordinate Archaeological and Funding Requirements with Contract Documents.

The Scope of Work did not include any design or contract/funding provisions for archaeological, historical or cultural resources. This activity identifies the additional labor and cost for coordinating the archaeological requirements and funding provisions with the Contract Documents.

Task 6 – Bid Phase Services

Activities

6.4 City Support for Bidder Protest

The Scope of Work did not include any services relating to Bidder Protest(s). After the Bid Opening, one of the Bidder's filed a protest with the City. This activity identifies the labor and cost for supporting the City's response to the Bidder Protest..

Task 7 – Construction Phase Services

Activities

7.4 Submittals Review

The Scope of Work assumed a budget of up to ten (10) submittals to be reviewed. Through October 31, 2025, the Consultant has reviewed thirty-four (34) Contractor submittals [including re-submittals]. Factors contributing to the increased numbers are (a) products requiring resubmissions to meet specifications and (b) Contractor waiver requests to American Iron and Steel [AIS] and Buy America Build America Act [BABA] requirements. This activity is amended to reflect the additional labor and cost for the increased number of Contractor submittals.

7.5 Construction Engineering

The Scope of Work assumed a budget of up to six (6) Requests for Information [RFI] responses. Through October 31, 2025, the Consultant has responded to eleven (11) Contractor RFIs. Factors contributing to the increased numbers are (a) response to water main break near STA A53+00, (b) alignment adjustments due to pothole information, and (c) Work adjustments due to discovery of AC pipe. This activity is amended to reflect the additional labor and cost for the increased number Contractor RFI responses.

Budget

The Scope of Services outlined in Amendment No. 2 will be performed on a time and expense basis with a total not to exceed amount of \$30,352. The revised total for all Services is \$457,183 (Original Contract [\$411,920] + Amendment No. 1 [\$14,911] + Amendment No. 2 [\$30,352]).

Project Schedule

No changes are made to the Project Schedule.

HAMMOND TRANSMISSION WATERLINE - AMENDMENT NO. 2
CITY OF WARRENTON, OREGON
PROPOSED FEE ESTIMATE

Staff Name	LABOR CLASSIFICATION (HOURS)					Hours	Labor	Expenses	Total
	Principal Engineer VI	Professional Engineer VIII	Cost Estimator III	Engineering Designer III	Project Coordinator III				
	\$362 StangelDav	\$252 MilesAnd	\$305 GriesingerRob	\$195 MartinKyl	\$170 CutlipEri				
Task 5 - FINAL DESIGN									
Coordinate Archaeological and Funding Requirements with Contract									
Task 5.3 - Documents		20		12		32	\$ 7,380	\$ -	\$ 7,380
Task 5 Subtotal	0	20	0	12	0	32	\$ 7,380	\$ -	\$ 7,380
Task 6 - BID PHASE SERVICES									
Task 6.4 - City Support for Bidder Protest	1	19	6	0	4	30	\$ 7,660	\$ -	\$ 7,660
Task 6 Subtotal	1	19	6	0	4	30	\$ 7,660	\$ -	\$ 7,660
Task 7 - CONSTRUCTION PHASE SERVICES									
Task 7.4 - Submittals Review		20		8		28	\$ 6,600	\$ -	\$ 6,600
Task 7.5 - Construction Engineering		16		24		40	\$ 8,712	\$ -	\$ 8,712
Task 7 Subtotal	0	36	0	32	0	68	\$ 15,312	\$ -	\$ 15,312
TOTAL - ALL TASKS	1	75	6	44	4	130	\$ 30,352	\$ -	\$ 30,352

Change Order No. 2

Date of Issuance: _____

Effective Date: _____

Owner: City of Warrenton	
Project: Hammond Transmission Waterline	City Project #: 029-430-620096
Engineer: Consor Engineering Inc	Engineer's Proj #: WR231024OR
Contractor:	Contractor's #:
Original Contract: \$411,920	Notice to Proceed Date:
City Project Manager: Twyla Vittetoe, Engineer Technician	
Project Location: Phase 1 will begin at NW 13th, along State Highway 104, to Seventh Ave.	

The Contract Documents are modified as follows upon execution of this Change Order

Description: Increasing the current contract not-to-exceed price from \$426,831.00 to \$457,183

Work shall include:

1. Coordination of Archeological and funding requirements
2. Assistance with bidder protest
3. Additional construction support due to a high number of RFIS and Submittals related to field conditions
- 4.

Original contract times: 150 Days

☐ Working days

Calendar days

5. Extend contract days _____ N/A New contract days N/A

Substantial Completion Date:

This will require substantial completion by:

Attachments: Engineers Scope of Work Amendment NO. 2

Current Contract Price:	\$	426,831.00
Increase of this Change Order:	\$	30,352.00
Contract Price incorporating this Change Order:	\$	457,183.00

The above prices and specifications of the change order are satisfactory and are hereby accepted. This change order amount and extension of time constitutes total compensation for the change, including compensation for all impacts and delays relating to the change and their cumulative effect on the project to date. All work shall be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

RECOMMENDED

ACCEPTED:

ACCEPTED:

Engineer signature

Contractor signature

Owner Signature/Title

Date:

Date:

Date:

Approved by Funding Agency (if applicable):

Agency:

Title:

Date:

Project Status Form

Owner: **City of Warrenton**
 Project: **Hammond Transmission Waterline** 0 City Project #: 029-430-620096
 Engineer: **Conсор Engineering Inc** 0 Engineer's Proj #: WR231024OR
 Contractor: 0 0 Contractor's #: 0
 Original Contract: \$411,920.00 0 Notice to Proceed Date:
 City Project Manager: **Twyla Vittetoe, Engineer Technician**
 Project Location: **Phase 1 will begin at NW 13th, along State Highway 104, to Seventh Ave.**

CO	Change Order Amount/ Allowance Amt.	C.O. Days	Commission Date	REASON FOR CHANGE
	New Contract Amount	New Total	New Comp. Date	
#1	\$ 14,911.00			Amendment to Scope of Work to Task #7- to include 7.9 Labor Standard Compliance Monitoring.
	\$426,831.00	N/A	N/A	
#2	\$30,352.00	N/A	N/A	Bidder protest support, archeology support, and RFI/Submittal reviews.
	\$ 457,183.00			
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				
#11				
#12				
#13				

Project Summary		
Contract amount	Contract days	Completion Date
\$ 457,183.00	N/A	N/A