



## **AGENDA**

CITY COMMISSION OF THE CITY OF WARRENTON  
REGULAR MEETING  
July 26, 2022 – 6:00 P.M.  
Warrenton City Commission Chambers – 225 South Main Avenue  
Warrenton, OR 97146

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Public Meetings will also be audio and video live streamed. Go to <https://www.ci.warrenton.or.us/administration/page/live-stream-public-meetings> for connection instructions.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **EMPLOYEE RECOGNITION** – *City Manager Linda Engbretson*
4. **CONSENT CALENDAR**
  - A. City Commission Meeting Minutes – 7.12.22
  - B. Police Department Monthly Report – June 2022

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.

5. **COMMISSIONER REPORTS**
6. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card and submit it to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. Public Comments may also be submitted by email to the City Recorder, at [cityrecorder@ci.warrenton.or.us](mailto:cityrecorder@ci.warrenton.or.us), no later than 4:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

7. **PUBLIC HEARINGS** - None
8. **BUSINESS ITEMS**

- A. Continuation of Deliberation - Goal 9 Amendments (CPA 22-1, DCR 22-1); Ordinance No. 1258
- B. Consideration to Place the Sale/Transfer of Head Start Property on the November Ballot; Resolution No. 2632
- C. Consideration of Water Treatment Plant Roof Replacement Project
- D. Consideration of VFW Building Lease
- E. Consideration of League of Oregon Cities 2023 Legislative Priorities
- F. Consideration of Emergency Operations Plan (EOP) Adoption
- G. Consideration of Interim City Manager Appointment
- H. Consideration of Bid Advertisement of 2022-2023 Pavement Management Program

9. **DISCUSSION ITEMS** – None

10. **GOOD OF THE ORDER**

11. **EXECUTIVE SESSION**

12. **ADJOURNMENT**

**Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, City Recorder, at 503-861-0823 at least 48 hours in advance of the meeting so appropriate assistance can be provided.**

MINUTES  
 Warrenton City Commission  
 July 12, 2022  
 6:00 p.m.  
 Warrenton City Hall - Commission Chambers  
 225 S. Main  
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Mark Baldwin, Mayor Henry Balensifer, Tom Dyer, Rick Newton, and Gerald Poe

Staff Present: City Manager Linda Engbretson, Police Chief Mathew Workman, Finance Director April Clark, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Engineering Technician Trisha Hayrynen, and City Recorder Dawne Shaw

Others: Consultant Kevin Cronin (Zoom)

Staff requested the addition of the police cost of living adjustment as item 7.D and psilocybin discussion as 8.C. There were no objections to amend the agenda.

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 6.28.22

**Commissioner Baldwin made the motion to approve the consent calendar as presented. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer - aye; Dyer – aye; Newton – aye; Poe – aye**

COMMISSIONER REPORTS

Mayor Balensifer said the Elk Collaborative will be meeting with funders this year.

PUBLIC COMMENT

Tracy Wilson expressed frustration about working with staff on a current development project. Staff will submit a formal response within 2 weeks.

PUBLIC HEARINGS

Consultant Kevin Cronin gave a presentation on the Economic development Goal 9 update. The proposed amendments would amend WMC chapters 16.40 General Commercial Zone (C-1),

16.44 Mixed Use Commercial (CMU), & 16.60 General Industrial (I-1) to implement the Economic Opportunity Analysis. The project started in late 2019 and was delayed because of state budget cuts during COVID-19. He explained the importance of comprehensive plan updates, results of the project, and the public process.

Mayor Balensifer opened the public hearing on Amendments to the Warrenton Comprehensive Plan (CP-22-1) and the Warrenton Development Code (DCR-22-1). Formalities followed. No conflicts of interest or ex parte contacts were reported. There were no challenges of impartiality. No correspondence was received.

Commissioner Newton has a problem with Ordinance No. 1258 related to a past budget decision. Mayor Balensifer responded.

Mayor Balensifer asked for public comments. No one spoke in favor or opposition. There being no further comments, Mayor Balensifer closed the public hearing.

There was discussion about cleaning up duplicates in the code. There was discussion about sounds and smells disturbing patients if hospitals are allowed in the I-1 zone.

**Mayor Balensifer made the motion to remove from Conditional Uses a “New hospital” under section D of 16.60.030. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer - aye; Dyer – aye; Newton – aye; Poe – aye**

Mayor Balensifer feels the Port of Astoria should review the changes because of their majority ownership of I-1 land. Staff noted representative(s) from the Port of Astoria may have been involved in the early review committees. Brief discussion continued. City Manager Linda Engbretson recommended discussing revisions then bringing the ordinance back.

**Commissioner Baldwin made the motion to continue the discussion on this item to the next meeting. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer - aye; Dyer – aye; Newton – aye; Poe – aye**

#### BUSINESS ITEMS

City Recorder Dawne Shaw presented Resolution No. 2631 for adoption.

**Commissioner Newton made the motion to adopt Resolution No. 2631; Authorizing an Election on November 8, 2022, and adopting the Ballot title: Five Year Library Operations Local Option Serial Levy. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer - aye; Dyer – aye; Newton – aye; Poe – aye**

#### MINUTES

Ms. Engbretson discussed a first amendment to the site lease agreement for the cellphone tower with Crystal Communications at 825 NW 1<sup>st</sup> Court.

**Commissioner Poe made the motion to authorize the mayor's signature on the Memorandum of First Amendment to Site Lease Agreement and the First Amendment to Site Lease Agreement pending legal's feedback and review. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer - aye; Dyer – aye; Newton – aye; Poe – aye**

Public Works Director Collin Stelzig reviewed Change Order #1 for Otak's Safe Routes to School design. He requested a budget adjustment of \$25,000 due to ODOT requirements for stormwater treatment. Discussion followed about original bids for the request for qualifications.

**Commissioner Baldwin made the motion to approve Change Order #1 – Safe Routes to School design services, increasing the not-to-exceed contract amount from \$138,959.04 to \$163,959.04. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer - aye; Dyer – aye; Newton – aye; Poe – aye**

Ms. Engbretson discussed the Warrenton Public Safety Association 5% COLA increase.

**Commissioner Dyer made the motion to approve the amended contract with the Police Bargaining Unit. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer - aye; Dyer – aye; Newton – aye; Poe – aye**

Ms. Engbretson stated the city exempt employees' COLA increases are tied to AFSCME. She feels the Police Chief's COLA should be tied to the police union.

**Commissioner Poe made the motion to make the Police Chief's COLA align with the police bargaining unit's COLA. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer - aye; Dyer – aye; Newton – aye; Poe – aye**

#### DISCUSSION ITEMS

Mr. Stelzig reviewed the modified project scope for Main Avenue at 9<sup>th</sup> Street Safe Routes to School project. He explained the public outreach process and feedback received. Otak has proposed to only do the west side. Discussion followed about stormwater treatment related to sidewalks and working with property owners to obtain easements.

Ms. Engbretson discussed the Emergency Operations Plan (EOP). It will be at the next meeting. It was noted the Police and Fire chiefs were active in the process. Public Works will review.

There was brief discussion about need for a staff active shooter training and community tsunami evacuation drill.

Ms. Engbretson discussed the psilocybin measure that was passed by ballot measure 109 in November 2020. Action needs to be taken before the deadline early next year. Ms. Engbretson suggested time, place, and manner restrictions like marijuana. There was consensus to treat it the same as marijuana in the development code.

### GOOD OF THE ORDER

Commissioner Newton apologized for publicly calling out errors in the minutes and for an outburst during child abuse week. He has a good relationship with the Oregon Government Ethics Commission. He is proud of the Fire Department volunteers. He discussed veterans of war. The old Hammond Library is looking better. An “I love Hammond” group is getting together. Ms. Engbretson cautioned against using the building for events before the formal transfer to the VFW. The Lego Club and Summer Reading program are popular at the library. Bus transportation is cheap. A friend was accepted to the Alaska women’s hall of fame. He discussed Kodiak Alaska’s tax income and public safety staff.

Commissioner Dyer recently lost his mother and thanked the community for being generous and kind.

Ms. Engbretson noted the LOC legislative priorities will be on the next agenda.

Mayor Balensifer asked about the urban growth boundary amendment at the Hammond Marina. He also noted it is Mr. Stelzig’s last meeting and thanked him for his service.

There being no further business, Mayor Balensifer adjourned the meeting at 7:04 p.m.

Respectfully prepared and submitted by Deputy City Recorder Rebecca Sprengeler.

APPROVED:

ATTEST:

\_\_\_\_\_  
Henry A. Balensifer III, Mayor

\_\_\_\_\_  
Dawne Shaw, CMC, City Recorder



# WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission  
 FROM: Chief Mathew Workman  
 DATE: July 26, 2022  
 RE: June 2022 Report

### Upcoming Dates:

- August 1<sup>st</sup> CERT Meeting
- August 4<sup>th</sup> Clatsop Citizen Corps Meeting
- August 11<sup>th</sup> Regatta Movie in the Park
- August 24<sup>th</sup> – 26<sup>th</sup> CIS Conference

### Month in Brief:

- June 1<sup>st</sup> – 3<sup>rd</sup>: Clerk Stephens attended the OLERA Conference in Redmond.
- June 6<sup>th</sup>: CERT Meeting.
- June 7<sup>th</sup>: Chief attended Catalytic Converter Theft training.
- June 8<sup>th</sup>: MDT Meeting.
- June 9<sup>th</sup>: Chief attended WGS Awards Assembly.
- June 10<sup>th</sup>: Chief attended WGS Awards Assembly.
- June 15<sup>th</sup>: Chief attended CIS Learning Center Training.
- June 20<sup>th</sup>: Chief met with Head Start Director to discuss programs & partnership.
- June 22<sup>nd</sup>: 911 Subscriber Board Meeting.
- June 23<sup>rd</sup>: Chief attended Hate-Bias Crimes training.
- June 23<sup>rd</sup>: Beat the Wave Map Review.
- June 28<sup>th</sup>: Chief attended Police & the Press training.

### Challenges/Obstacles:

- Continue to be short-handed with one open position, one officer in the Field Training Program, and one officer on an extended leave. Also vacation season so many officers gone for multiple days.
- No word on the three patrol vehicles on order, hoping they will not be cancelled like last year.
- See an increase in motor vehicle crashes on and around Hwy 101 with an increase in summer traffic and visitors.
- High fuel prices starting to affect the budget.
- Video server is failing, and we are hoping it makes it to the replacement purchase in July.

### Successes:

- Ofc. Trujillo is on solo patrol and covering shifts on her own.
- Ofc. Alvarez was slated to start the Basic Academy on Monday, July 18<sup>th</sup>.
- Even with the short staffing, we are able to allow officers to take needed time off and other officers are willing stepping up to cover shifts.
- All of the new FN Rifles are in and Ofc. McCoy has attached all of the equipment. We are waiting to do a departmentwide training and then officers will start carrying them in their patrol vehicles.

**Traffic Statistic Highlights:**

- Five (5) DUII Arrests – (5) Alcohol, (0) Drugs
- Eleven (11) Driving While Suspended Citations/Arrests
- One (1) Speeding Citation
- Two (2) Fail to Yield Citations
- Two (2) Following Too Close Citations
- Seven (7) Insurance Citations
- Two (2) Fail to Install Interlock Device Citation
- Three (3) No Driver's License Citations
- Ninety-Five (95) other Citations and Warnings
- Twelve (12) Accident Investigations



**Overall Statistics:**

June Statistics (% changes are compared to 2021)							
Category	2022	2021	% Chg	2020	% Chg	2019	% Chg
<b>Calls for Service</b>	<b>724</b>	783	<b>-8%</b>	657	<b>10%</b>	736	<b>-2%</b>
<b>Incident Reports</b>	<b>204</b>	191	<b>7%</b>	227	<b>-10%</b>	189	<b>8%</b>
<b>Arrests/Citations</b>	<b>141</b>	169	<b>-17%</b>	131	<b>8%</b>	165	<b>-15%</b>
<b>Traffic Stops/ Events</b>	<b>164</b>	167	<b>-2%</b>	148	<b>11%</b>	186	<b>-12%</b>
<b>DUII's</b>	<b>5</b>	4	<b>25%</b>	2	<b>150%</b>	0	<b>500%</b>
<b>Traffic Accidents</b>	<b>12</b>	15	<b>-20%</b>	21	<b>-43%</b>	16	<b>-25%</b>
<b>Property Crimes</b>	<b>111</b>	106	<b>5%</b>	88	<b>26%</b>	108	<b>3%</b>
<b>Person Crimes</b>	<b>66</b>	97	<b>-32%</b>	63	<b>5%</b>	74	<b>-11%</b>
<b>Drug/Narcotics Calls</b>	<b>2</b>	3	<b>-33%</b>	7	<b>-71%</b>	7	<b>-71%</b>
<b>Animal Calls</b>	<b>33</b>	27	<b>22%</b>	18	<b>83%</b>	27	<b>22%</b>
<b>Officer O.T.</b>	<b>150.8</b>	272.6	<b>-45%</b>	223	<b>-32%</b>	192.9	<b>-22%</b>
<b>Reserve Hours</b>	<b>0</b>	0	<b>0%</b>	7.5	<b>-100%</b>	27.5	<b>-100%</b>



Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>Calls for Service</b>	592	562	651	590	630	724			
<b>Incident Reports</b>	217	193	217	196	197	204			
<b>Arrests/Citations</b>	167	116	133	132	105	141			
<b>Traffic Stops/ Events</b>	146	123	102	118	112	164			
<b>DUII's</b>	4	2	3	4	1	5			
<b>Traffic Accidents</b>	9	8	13	12	13	12			
<b>Property Crimes</b>	97	91	116	59	102	111			
<b>Person Crimes</b>	60	54	68	68	62	66			
<b>Drug/Narcotics Calls</b>	0	6	1	4	1	2			
<b>Animal Calls</b>	8	14	38	13	18	33			
<b>Officer O.T.</b>	126.25	158	193.75	218.5	213	150.83			
<b>Reserve Hours</b>	0	0	0	0	0	0			

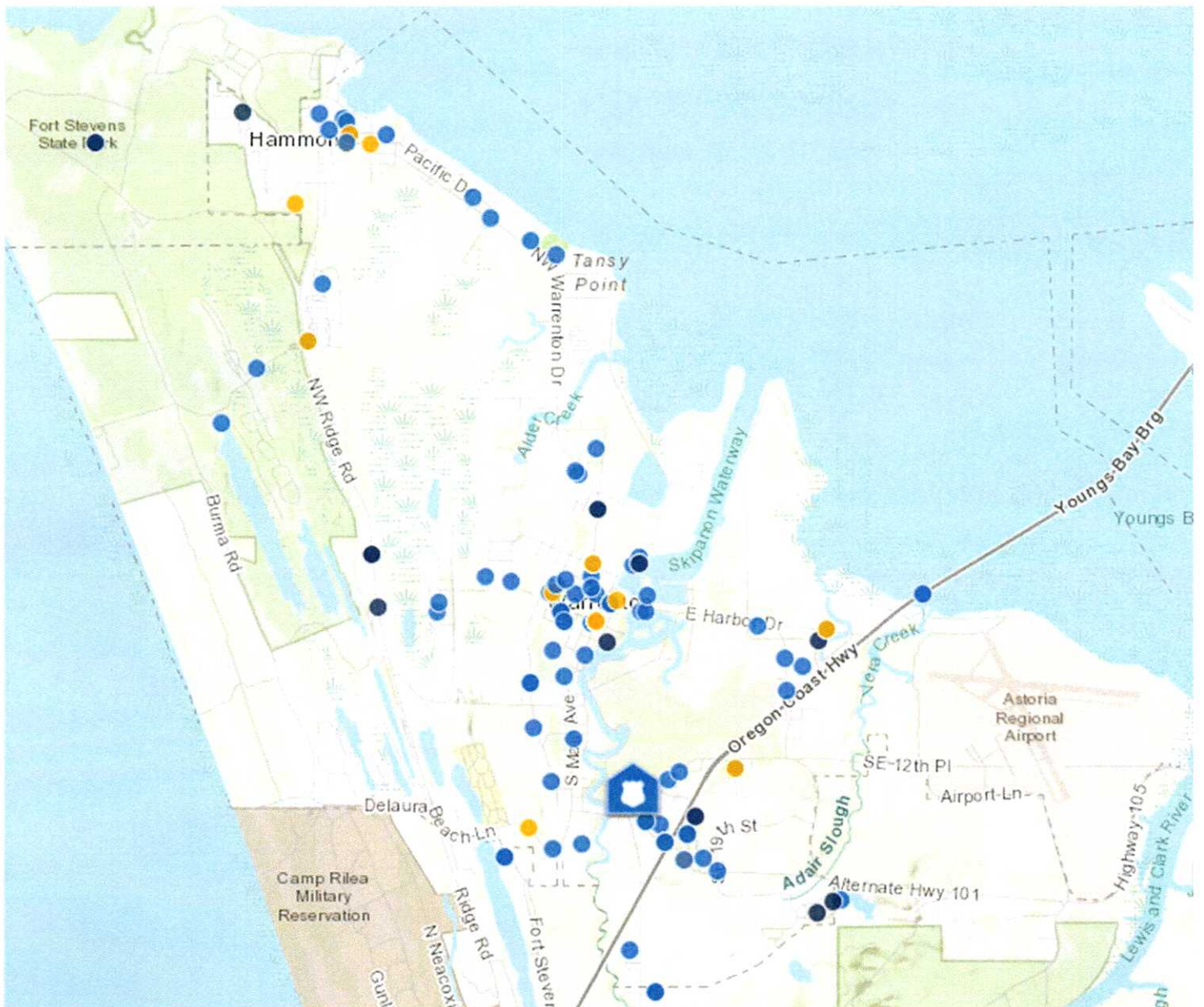
Oct	Nov	Dec	2022 YTD	2022 Estimate	2021	2022 v 2021	2020	2022 v. 2020	2019	2022 v. 2019
			3749	7498	7955	-6%	9270	-19%	9819	-24%
			1224	2448	2442	0%	2469	-1%	2608	-6%
			794	1588	1891	-16%	2095	-24%	1731	-8%
			765	1530	2000	-24%	2489	-39%	2627	-42%
			19	38	27	41%	36	6%	33	15%
			67	134	228	-41%	246	-46%	275	-51%
			576	1152	1191	-3%	1230	-6%	1094	5%
			378	756	830	-9%	863	-12%	849	-11%
			14	28	58	-52%	86	-67%	117	-76%
			124	248	207	20%	289	-14%	271	-8%
			1060.3	2120.66	2075.4	2%	2194.5	-3%	1731.7	22%
			0	0	12.5	-100%	259.5	-100%	359.5	-100%

Homeless Incidents	2022	2021	2020
Code 40 (Normal)	31	29	15
Code 41 (Aggressive)	1	1	0

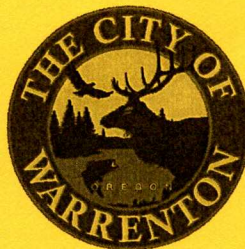
Elk Incidents	2022	2021
Interaction:	1	1
Traffic Accidents:	0	0
Traffic Complaints:	0	0
<b>Total:</b>	<b>1</b>	<b>1</b>

The following is a graphic representation of statistics for **June 2022** using our **CityProject** membership (formerly [CrimeReports.com](https://www.crimereports.com)). The "Dots" represent a location of a call and if you would zoom in on the map you would 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, you can zoom in on each incident for more details.

- |  |  |  |  |
|--|--|--|--|
| <input checked="" type="checkbox"/> Assault                    | <input checked="" type="checkbox"/> Property & Theft           | <input checked="" type="checkbox"/> Disorder/Disturbance | <input checked="" type="checkbox"/> 911 or Other       |
| <input checked="" type="checkbox"/> Assault                    | <input checked="" type="checkbox"/> Property Crime             | <input checked="" type="checkbox"/> Disorder             | <input checked="" type="checkbox"/> Community Events   |
| <input checked="" type="checkbox"/> Assault with Deadly Weapon | <input checked="" type="checkbox"/> Breaking & Entering        | <input checked="" type="checkbox"/> Disorder             | <input checked="" type="checkbox"/> Community Policing |
| <input checked="" type="checkbox"/> Sexual Offense             | <input checked="" type="checkbox"/> Property Crime Commercial  | <input checked="" type="checkbox"/> Drugs                | <input checked="" type="checkbox"/> Proactive Policing |
| <input checked="" type="checkbox"/> Sexual Assault             | <input checked="" type="checkbox"/> Property Crime Residential | <input checked="" type="checkbox"/> Drugs                | <input checked="" type="checkbox"/> Emergency          |
| <input checked="" type="checkbox"/> Sexual Offense             | <input checked="" type="checkbox"/> Other Property Crime       | <input checked="" type="checkbox"/> Liquor               | <input checked="" type="checkbox"/> Emergency          |
| <input checked="" type="checkbox"/> Other Sexual Offense       | <input checked="" type="checkbox"/> Theft                      | <input checked="" type="checkbox"/> Liquor               | <input checked="" type="checkbox"/> Fire               |
| <input checked="" type="checkbox"/> Other Violent Offense      | <input checked="" type="checkbox"/> Theft from Vehicle         | <input checked="" type="checkbox"/> Quality of Life      | <input checked="" type="checkbox"/> Fire               |
| <input checked="" type="checkbox"/> Homicide                   | <input checked="" type="checkbox"/> Theft of Vehicle           | <input checked="" type="checkbox"/> Quality of Life      | <input checked="" type="checkbox"/> Police Calls       |
| <input checked="" type="checkbox"/> Kidnapping                 | <input checked="" type="checkbox"/> Other Theft                |  |  |
| <input checked="" type="checkbox"/> Robbery                    |  |  |  |



ADD



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Dennis Faletti

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DOES YOUR COMMENT HAVE TO DO WITH AN AGENDA ITEM: (Y or  N) \_\_\_\_\_

BRIEFLY DESCRIBE YOUR TOPIC: City Manager

PLEASE GIVE THIS CARD TO THE CITY RECORDER PRIOR TO THE MEETING

*Once this card is submitted to the City Recorder, it becomes a part of the permanent public record.*



**WARRENTON CITY COMMISSION PUBLIC COMMENT FORM**

NAME: Jim Ray

ADDRESS: PO 699 PACIFIC OR

EMAIL: 3. Rays @ CHARTER. OR

DOES YOUR COMMENT HAVE TO DO WITH AN AGENDA ITEM: (Y or N) \_\_\_\_\_

BRIEFLY DESCRIBE YOUR TOPIC: P.O.

Hammond WATER LINE  
POPPERS

**PLEASE GIVE THIS CARD TO THE CITY RECORDER PRIOR TO THE MEETING**

*Once this card is submitted to the City Recorder, it becomes a part of the permanent public record.*

Water line

Post office

Papeete




## 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 – SUPPLEMENTAL MEMO

TO: The Warrenton City Commission  
 FROM: Jay Blake, Planning Director   
 DATE: July 26, 2022  
 SUBJ: Economic Opportunity Analysis (EOA) Comprehensive Plan Amendment

### BACKGROUND:

The Warrenton City Commission reviewed proposed changes to the City Comprehensive Plan – Goal #9 and related WMC amendments at the July 12, 2022 meeting. The City Commission made comments and proposed modifications to the WMC amendments.

Planning staff has reviewed the proposed WMC code amendments and has some additional items that could be considered to clarify the changes.

Additionally, although the City consulting planner and administration discussed the changes with the State Department of Land Conservation and Development (DLCD), the required formal notification was not received by DLCD.

### CONCLUSIONS AND RECOMMENDATION

Staff recommends that the City Commission remand the proposed Comprehensive Plan amendments to Goal 9 – Economic Development and related WMC code changes back to the Warrenton Planning Commission for further discussion and renotification to the Department of Land Conservation and Development. Staff also requests that the City Commission provide any

additional direction, questions, and/or comments to the Warrenton Planning Commission for review and consideration.

**Recommended Motion:**

*"I move to remand the proposed City of Warrenton Comprehensive Plan Changes and related Warrenton Municipal Code changes back to the Warrenton Planning Commission for discussion, consideration, and required notification to the Oregon Department of Land Conservation and Development"*



# AGENDA MEMORANDUM

**TO:** The Warrenton City Commission  
**FROM:** Kevin A. Cronin, Contract Planner  
**DATE:** For the Agenda of July 26, 2022  
**SUBJ: Deliberation:** Goal 9 Amendments | CPA 22-1, DCR 22-1)

## BACKGROUND

The City Commission held a public hearing on July 12, 2022 for a Type 4 legislative amendment to the Warrenton Comprehensive Plan and Development Code to implement the Economic Opportunities Analysis (EOA) completed in September 2021 by Community Attributes, Inc. No testimony was received.

The proposed Ordinance No. 1258 includes adoption of the EOA to the Comprehensive Plan - Article 9 Economic Element, suggested policy changes to Article 9, and Development Code revisions to General Commercial (GC), Commercial Mixed Use (CMU), and General Industrial (I-1). The changes to the Development Code would allow certain new uses and businesses to grow in Warrenton that would strengthen the local economy.

The City Commission directed staff to remove "hospitals) from the General Industrial Zone (I-1) Section 16.60 proposal. Staff also forwarded the proposal to Will Isom, Executive Director at the Port of Astoria for comment. To date no response has been received.

## RECOMMENDATION/SUGGESTED MOTION

Staff recommends holding a first reading of Ordinance No. 1258. The City Commission can hold a first reading by title only.



**Suggested Motion:** *"I move to conduct the first reading, by title only, of Ordinance No. 1258."*

**Alternative Motion:** *I move to deliberate at the August 9, 2022 City Commission meeting.*

Enclosure:

PC Staff Report, Ordinance No. 1258, Comprehensive Plan Article 9 & Economic Opportunities Analysis; Development Code Revisions: General Commercial, Commercial Mixed Use, & General Industrial.

Approved by City Manager:  \_\_\_\_\_

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

April 7, 2022

To: Warrenton Planning Commission  
From: Kevin A. Cronin, Contract Project Manager  
Re: Amendment to Warrenton Comprehensive Plan & Municipal Code (WMC) 16.40 General Commercial Zone (C-1), 16.44 Mixed Use Commercial (CMU), & 16.60 General Industrial (I-1) (File: DCR 22-1)

The purpose of this memo is to outline a proposed amendment to the Warrenton Comprehensive Plan and Warrenton Development Code. Each amendment is intended to implement the Economic Opportunities Analysis (EOA) that was completed in 2021 and update the City's Goal 9 Economic Development policy that has not been updated significantly since the 1980s. A summary of the changes is described below along with required findings for a text amendment to the Comprehensive Plan and Development Code (DCR 22-1).

### **Background**

First, the proposed amendment to the Comprehensive Plan references the new EOA and its findings to support proposed policy and strategies contained in Article 9, which covers land use economic development policy. The EOA is a technical document required as a basis for making economic policy, including the availability of employment lands. The results of the EOA determined that the City has adequate employment lands (industrial & commercial) for a 20 year supply. Warrenton benefits from the Port of Astoria airport industrial park and private industrial holdings along Dolphin Road.

Second, in order to implement the EOA and to encourage and promote certain types of employment uses and business activity, the Development Code requires an update in particular for uses that were not contemplated decades ago. The "implementation phase" is the last phase of a multi-year three pronged project to update the Comprehensive Plan that began in 2016 with the adoption of the Transportation System Plan (Goal 12 -TSP) and code amendments in 2018 and then the development of a Housing Needs Assessment and code amendments in 2020 (HNA - Goal 10), and finally the creation of a new Economic Development Strategy. The Oregon Department of Land Conservation & Development (DLCD) was instrumental in funding this initiative and providing technical support. It is a model for other resource dependent small towns in Oregon looking to update the three core areas of a Comprehensive Plan and transition to a traded sector and skills-based economy.

### **Public Involvement**

The EOA was reviewed by a project advisory committee established by the City Commission to help guide its development. Staff sent a draft of the proposal to this committee for comment. The Planning Commission held a work session on March 9, 2022. The proposal reflects comments provided to staff. The Planning Commission can make recommendations to the City Commission over and above the proposal to improve the Development Code and overall climate for specific economic development purposes.

The original concept as described in the grant application in 2020 was to create a five year economic development strategy with an action plan to guide public investments and identify public private partnerships similar to “Advance Astoria” and counterpart adopted by the Astoria City Council. Unfortunately, this aspect was cut from the grant funded budget due to state budget constraints. However, the City Commission can continue this aspect at a later date depending on available funding sources.

### **Procedures & Public Notice**

The Community Development Director or designee has the authority to initiate a text amendment according to WMC 16.208.070(D) General Provisions. This proposal is being reviewed pursuant to Warrenton Municipal Code Sections 16.208.060 (Type IV Procedure - Legislative and Map Amendments), 16.232 (Land Use District Map and Text Amendments), Comprehensive Plan (CP), Statewide Planning Goals, Oregon Revised Statutes and the Oregon Administrative Rules. The City published notice of the Planning Commission public hearing in *The Columbia Press* on April 1, 2022. No public comments have been received to date.

## **FINDINGS**

### **Comprehensive Plan**

Comprehensive Plan Section 9.310 City Economy: (3) *Work closely with organizations and individuals to increase industrial, general commercial, and tourist commercial activities in Warrenton.* (4) *Encourage present employers to expand their operations and aid them in doing what is necessary to maintain an economic base for employment within the city.*

**Proposed Policy:** *Encourage and support local industrial development in order to diversify beyond the City's three predominant industrial sectors (wood processing, seafood processing, and commercial fishing), while maintaining strong support for these sectors. These traded sectors could include metal fabrication, fermentation, and small scale consumer product*

*manufacturing.*

Response: The above policies clearly and strongly advocate for a diversified economic base. In addition, employers such as Pacific Seafoods, Bornstein Seafoods, and Hampton Lumber are large traded sector employers making investments in career technical education to support a new skilled workforce. Other policies not listed above identify partnerships for economic development. Standard is met.

## **Compliance with Oregon’s Statewide Planning Goals and Related Rules and Statutes**

### **Goal 1, Citizen Involvement**

Goal 1 outlines policies and procedures to be used by local governments to ensure that citizens will be involved “in all phases of the planning process.”

This proposal for a development code amendment is being reviewed in accordance with the acknowledged provisions for citizen involvement in the municipal code. It does not propose any changes to those provisions. This application therefore complies with Goal 1.

### **Goal 2, Land Use Planning**

Goal 2 requires local governments to “establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.”

The proposal and applicable comprehensive land use plan policy is being reviewed by the Planning Commission who will forward a recommendation to the City Commission who will ultimately make a decision on it, which satisfies Goal 2.

### **Goal 3, Agricultural Lands**

Goal 3 deals with conservation of “agricultural lands” as defined in that goal. The goal’s provisions are directed toward counties, not cities (such as Warrenton). The goal states, “Agricultural land does not include land within acknowledged urban growth boundaries....” This goal does not apply.

### **Goal 4, Forest Lands**

Goal 4 deals with conservation of “forest lands” as defined in that goal. Details about such conservation are set forth in related administrative rules: OAR Chapter 660, Division 006. OAR 660-006-0020 states: “Goal 4 does not apply within urban growth boundaries....” This goal does not apply.

### **Goal 5, Natural Resources, Scenic and Historic Areas, and Open Spaces**

The basic aim of Goal 5 is “To protect natural resources and conserve scenic and historic areas and open spaces.” Because no such natural resources, scenic and historic areas and open spaces will be affected, this goal does not apply.

### **Goal 6, Air, Water and Land Resources**

Statewide Planning Goal 6 is “to maintain and improve the quality of the air, water and land resources of the state.” It deals mainly with control of “waste and process discharges from future development.” Because no development is proposed, this goal does not apply.

### **Goal 7, Areas Subject to Natural Hazards**

Statewide Planning Goal 7 is to “to protect people and property from natural hazards.” This proposed code amendment does not address natural hazards and therefore is not applicable.

### **Goal 8, Recreational Needs**

Goal 8 is “to satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.” This goal does not apply to the proposal.

### **Goal 9, Economic Development**

Goal 9 is to strengthen the ensure there is adequate land for commercial and industrial development and policies to support the type of industries that a local government wants to attract and grow. The proposal is intended to update this portion of the Comprehensive Plan by referencing a new EOA, not expanding the UGB, adding policies to encourage collaboration among community partners, and making the Development Code more flexible for additional employment uses. Standard is met.

### **Goal 10, Housing**

Statewide Planning Goal 10 is “to provide for the housing needs of citizens of the state.” The goal requires cities to assess future need for various housing types and to plan and zone sufficient buildable land to meet those projected needs. The proposal is not related to housing. Therefore, this goal is not applicable.

### **Goal 11, Public Facilities and Services**

Goal 11 is “to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.” The Astoria Warrenton regional Airport is operated by the Port of Astoria but located in the City limits. Improving the available uses in industrial zones facilitates the implementation of the Airport Master Plan. Standard is met.

### **Goal 12, Transportation**

Goal 12 is “to provide and encourage a safe, convenient and economic transportation system.” This goal is not applicable.

### **Goal 13, Energy**

Goal 13 is simply “to conserve energy” and does not apply.

### **Goal 14, Urbanization**

Goal 14 is “to provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.” The proposal satisfies this goal by recognizing the need to infill existing lands within the UGB. Standard is met.

### **Goal 15, Willamette River Greenway**

Goal 15 deals with lands adjoining the Willamette River and does not apply to this proposal.

### **Goal 16, Estuarine Resources**

Goal 16 is “to recognize and protect the unique environmental, economic, and social values of each estuary and associated wetlands; and to protect, maintain, where appropriate develop, and where appropriate restore the long-term environmental, economic, and social values, diversity and benefits of Oregon's estuaries.” Because the code amendment would not affect any natural estuarine characteristics, this goal does not apply.

### **Goal 17, Coastal Shorelands**

Goal 17 aims “to conserve, protect, where appropriate, develop and where appropriate restore the resources and benefits of all coastal shorelands, recognizing their value for protection and maintenance of water quality, fish and wildlife habitat, water-dependent uses, economic resources and recreation and aesthetics.” This goal does not apply.

### **Goal 18, Beaches and Dunes**

Goal 18 says that “coastal areas subject to this goal shall include beaches, active dune forms, recently stabilized dune forms, older stabilized dune forms and interdune forms.” This goal does not apply.

### **Goal 19, Ocean Resources**

Goal 19 deals with management of resources in Oregon’s territorial sea (the waters bordering the state’s coastline). Goal 19 does not apply to this application.

## **CONCLUSIONS AND RECOMMENDATION**

Adoption of the amendment would fulfill a long term goal of updating the Comprehensive Plan for transportation, housing - and in this proposal - economic development. The action would also meet the applicable statewide planning goals. Most importantly, incorporating these changes to the Development Code would facilitate more investment in employment uses in the future.

Based on these findings and conclusions, staff recommends that the Planning Commission direct staff to prepare a draft ordinance and present to the City Commission with a recommendation to adopt.

*Suggested motion: Based on the findings and conclusions of the April 7, 2022 staff report, I move to recommend changes to the Comprehensive Plan and Development Code as described in DCR 22-1, draft an ordinance, and forward to the City Commission for a proposed public hearing on May 24 with a recommendation to adopt.*

*Alternative Motion: I move to continue the hearing to a date certain on May 12 to allow additional public testimony and reconsider the application.*



**Ordinance 1258**  
**Introduced by All Commissioners**

**AN ORDINANCE AMENDING ARTICLE 9 OF THE COMPREHENSIVE PLAN,  
ADOPTING THE ECONOMIC OPPORTUNITIES ANALYSIS AND AMENDING  
WARRENTON MUNICIPAL CODE CHAPTER 16.40, 16.44, and 16.60**

**WHEREAS**, the City of Warrenton received generous support from the Department of Land Conservation & Development to update Goal 9: Economic Development of the Comprehensive Plan in 2020, which needs to be updated periodically to reflect changing economic conditions in the community; and

**WHEREAS**, the City of Warrenton supports traded sector industries and small businesses while creating local economic development opportunities through sound policies, supportive regulations, quality infrastructure, and focused public private partnerships; and

**WHEREAS**, the City of Warrenton completed a required Economic Opportunities Analysis in September 2021, held multiple public meetings, open to public comment, to shape economic development policies and strategies; and

**WHEREAS**, the Planning Commission held a public hearing on April 14, 2022 and recommended it for consideration by the City Commission on May 12, 2022.

**NOW, THEREFORE**, the City of Warrenton ordains as follows: (Key: **new** ~~remove~~)

**Section 1.** Article 9 of the Comprehensive Plan shall include the Economic Opportunities Analysis by reference and the policies shall be revised with the following:

ARTICLE 9                    **ECONOMY** ~~(2007 Buildable Lands Inventory does not apply to a developer/property owner's right to development. The Zoning and Wetland Maps apply to ability to develop.)~~

**SECTION 9.100            FINDINGS**

Statewide Planning Goal 9 is intended to identify existing and emerging economic opportunities within the Warrenton Urban Growth Boundary (UGB). This work includes a buildable lands inventory and an Economic Opportunities Analysis consistent with the rules and requirements of Oregon Land Use Planning Goal 9 (Economy), OAR 660-009-0015, and the “Industrial and Other Employment Lands Analysis Guidebook.” A goal is to establish a clear economic development direction for Warrenton that is consistent with local, regional, and state market trends and planning policies. **To this end, the City was awarded a grant from the Department of Land Conservation & Development in 2020 to update its Comprehensive Plan Economic Element. The Economic Opportunities Analysis was completed in 2021 hereby referenced. The EOA verified the City has an adequate supply of commercial and industrial lands. It also provided an opportunity for policymakers and stakeholders to review economic development policies, strategies, and potential implementation measures to support a more diverse economic future that is resilient to global market fluctuations.**

The following steps have been taken to ensure that the City of Warrenton meets these objectives:

- Identify employment opportunities and trends for the next 20 years.
- Ensure an adequate supply of land within the City’s urban growth boundary (UGB) to meet 20-year employment needs.
- Identify long-term (20-year) land needs for additional employment, considering the following factors:
  - Projected 20-year employment forecasts, considering population projections, current mix of employment, projected future industry trends and other factors.
  - Factors that determine land needs for specific types of employment uses.
  - Locational factors related to different types of businesses and employment areas.
  - Identify amount of land in each zoning designation needed to accommodate projected employment.
- Conduct an inventory of “buildable” land within the City’s UGB that is zoned to allow for employment development.
- Compare the supply of land in different employment zones to the estimated need for employment in each zone to ensure that there is enough land within the City’s UGB and that it is zoned appropriately to meet long term employment needs.

## SECTION 9.200 GOAL

- (1) Retain, strengthen and expand the City’s economic development activities to ensure that adequate land, capital, infrastructure, and services are available to meet the needs for jobs and industry.
- (2) Promote cooperative economic development partnerships.
- (3) Strengthen and enhance a strong commercial core **in the traditional downtown, Hammond, as well as the commercial corridor along Highway 101.**

## SECTION 9.300 POLICIES

### Section 9.310 City Economy

- (1) Ensure sufficient land is zoned for business development, expanding public facilities and services, carrying out various economic growth projects, obtaining adequate funding for activities to achieve economic gains, and undertaking other appropriate economic development actions.
- (2) Encourage and support local industrial development in order to diversify beyond the City's three predominant industrial sectors (wood processing, seafood processing, and commercial fishing), while maintaining strong support for these sectors. **These traded sectors could include metal fabrication, fermentation, and small scale consumer product manufacturing.**

- (3) Work closely with individuals and organizations to increase desired industrial, general commercial and tourist commercial activities in Warrenton. Tourist-oriented establishments shall be encouraged to locate in Warrenton **and Hammond to support a thriving and healthy downtown core.**
- (4) Encourage present employers to expand their operations and aid them in doing what is necessary to maintain an economic base for employment within the City.
- (5) Work with the local business community and community partners to strengthen the downtown commercial area as an important tourist and commercial center.
- (6) Maintain an adequate supply of vacant commercial, industrial and waterfront development property to provide for the economic growth of the community.
- (7) Work with the ~~Clatsop county Economic Development Council~~ **economic development organizations, such as Clatsop Economic Development Resources (CEDR)** and other related non-profits and agencies and to strengthen Warrenton's economy.
- (8) Encourage residents, businesses and civic organizations to shop locally.
- (9) Encourage successful home-based businesses **through sensible regulations that protect neighborhoods while encouraging cottage industries.**
- ~~(10) Institute a business license requirement for individuals and companies conducting business in Warrenton.~~
- (11) Ensure public facilities and services are available to serve existing and prospective new businesses.
- (12) Work with the Port of Astoria, community groups, and local businesses to identify and implement effective economic development strategies **to support the airport business park and other Port owned property.**
- (13) Maintain and enhance all public infrastructure to create a pleasant and convenient business environment (from signage and pocket parks to sidewalks and parking lots).
- (14) Concentrate/encourage small business and infill development in the core and not on the edges of the community.
- (15) Ensure zoning allows for higher density, mixed-use development in the commercial core.
- (16) **Continue to** protect the remaining historic resources such as downtown buildings

to maintain local character and attract visitors.

~~(17) Support the development and maintenance of a property inventory.~~

#### Section 9.320 Strategies

(1) Sufficient space shall be zoned for business growth and development activities and, to the extent practical, the capacity of streets and public facilities and services will be expanded to meet their needs. Expansion of water and sewer system capacity and the efficient use of the present capacity will be particularly critical for some establishments, such as fish processing firms.

(2) The City will encourage the development of the area between East Harbor Drive, Marlin Avenue and US Highway 101 as a regional shopping center complex.

(3) Undertake activities to provide, protect, and enhance scenic and recreational attractions in the area. The City Commission will choose a committee or organization to help evaluate, initiate and carry out appropriate tourist-oriented projects.

(4) A group will be appointed by the City Commission to assist in selecting economic development projects for the COL-PAC sponsored federal Economic Development Administration (EDA) funding list. It should also investigate other potential sources of non-local funds for these projects.

(5) Fees from business licenses and/or transient lodging taxes should be used primarily to benefit the local economy, including helping to pay for tourist-oriented projects **and support implementation of an economic development strategy.**

(6) The City will cooperate with the Port of Astoria to improve road access, utility service levels and other infrastructure to help develop the airport industrial park **and maintain a viable and competitive master plan.**

~~(7) The City supports efforts by Clatsop County to develop a new county fairgrounds site and light industrial park at the Alumax property in the UGB.~~ **The City will support a collaborative effort by Clatsop County to master plan and develop a new light industrial park on County owned land. Any strategy developed by the County should be aligned with City economic development policies and strategies.**

(8) Prepare and keep updated a current inventory of available buildings and land with complete data, including price, features, utilities, infrastructure, maps, photos or contact information. If selected properties are known to soon be vacant, include those in the review.

(9) Determine which properties are ready for occupancy and which need renovation or complete site prep and development. Evaluate the condition, property owner tenure, price competitiveness and other factors to assess true market readiness.

(10) Select and target the top five properties for tenants and property improvements. Work with property owners on an action plan for improvement and/or to sell the property. Identify incentives for ~~rapid change~~ **new private investment using available urban renewal tools and financing.**

(11) The City will work through ~~CEEDC~~ **CEDR** to achieve many **regional** economic objectives beneficial to the City and County as a whole, such as:

- (a) Increasing the emphasis on production of lumber and **value added** wood products in the County instead of log exports;
- (b) Expanding ~~CEEDC and other~~ fish hatchery, **research and development, and habitat restoration programs** in the Columbia River Estuary area;
- (c) Relieving the shortage of moorage spaces, particularly moorages for commercial fishing boats;
- (d) Improving the understanding of, and commitment to, the sustained yield concept, a concept which, when applied, means that resources (forestry, fishing or others) will not be overused for short-term gains;
- (e) Increasing the number of tourists that visit Clatsop County during the off-season, including development of motels and tourist-oriented shopping facilities;
- (f) Provide and support more training opportunities for people who want to learn skills needed for local economic activities, **including Warrenton High School's Career Technical Education program**; and
- (g) Expanding existing business operations and encouraging other firms to locate in the area.

(12) Enhance urban design of the downtown core, while still recognizing the city's historic character through the provision of street furnishings, planters, way-finding and directional signage, paving and other features.

**(13) Continue a strong partnership with Spruce Up Warrenton to revitalize the downtown and attract more private investment and visitors.**

**(14) Develop an economic development strategy with a five year action plan based on the results of the EOA and to grow and expand specific traded sector industries.**

**(15) In general, the City will strive to support traded sector industries (export-based economy) that facilitate skill advancement and career ladder opportunities for local youth and residents as well as circulate resources back to the local community through supply chain opportunities.**

**(16) The City will strive to add a feasible conference center at the Hammond Marina to support tourism related investments and additional visitors to the Hammond neighborhood.**

**(17) The City will explore innovative strategies for wetland mitigation and enhancement to support economic development activities while protecting critical Goal 5 resources.**

**Section 2.** The Warrenton Municipal Code shall be revised with the following:

**Chapter 16.40 GENERAL COMMERCIAL (C-1) DISTRICT**

**16.40.010 Purpose.**

The purpose of the General Commercial Zone is to allow a broad range of commercial uses providing products and services in the Warrenton downtown area, the Hammond business district and marina, and along the Highway 101 corridor.

**16.40.020 Permitted Uses.**

The following uses and their accessory uses are permitted in the C-1 zone if the uses conform to the standards in Sections 16.40.040 through 16.40.060, Chapters 16.124, 16.212 and other applicable Development Code standards, and other City laws:

- A. Only the following uses and their accessory uses are permitted along Highway 101, SE Marlin, SE Ensign Drive, SE Discovery Lane, and SE Dolphin Avenues and shall comply with the above noted sections as well as Chapter 16.132:
1. Personal and business service establishments such as barber or beauty shop, clothes cleaning, funeral home **and pet grooming**.
  2. Professional, financial, business and medical offices.
  3. Retail business establishments.
  4. Amusement enterprises such as theater or bowling alley.
  5. Technical, professional, vocational and business schools.
  6. Membership organizations such as unions, lodge hall, club or fraternal buildings.
  7. Eating and drinking establishment.
  8. Hotel, motel or other tourist accommodation, including bed and breakfast.
  9. Automobile sales, and/or service and parts establishment.
  10. Boat and marine equipment sales, service or repair facilities.
  11. Building material sales yard.
  12. Government buildings and uses.
  13. Transportation facilities and improvements subject to the standards of Section 16.20.040.
  14. Dredge material disposal (DMD) subject to Section 16.40.050 (site 27S located within this area zoned C-1) and Chapter 16.104.
  15. Community garden(s) (see definitions).
  16. Hospital, medical offices, sanitarium, rest home, nursing or convalescent home.

17. Congregate care or assisted living facility.
  18. Public utilities, including pipelines, cables, and utility crossings but not structures.
  19. Commercial uses with second floor residential use(s) [apartment(s)] or on the same lot with existing single family detached built prior to April 2, 1997.
  20. Homestay lodging subject to the standards in Chapter 8.24.
  21. Vacation rental dwelling subject to the safety regulations in Section 8.24.030.
  22. Similar uses as those stated above.
- B. For all other C-1 zoned areas within the City limits of Warrenton, the following uses and their accessory uses are permitted and shall comply with the above noted sections:
1. Personal and business service establishments such as barber or beauty shop, clothes cleaning or funeral home, **and pet grooming.**
  2. Professional, financial, business and medical offices.
  3. Retail business establishments.
  4. Amusement enterprises such as theater or bowling alley.
  5. Technical, professional, vocational and business schools.
  6. Membership organizations such as unions, lodge hall, club or fraternal buildings.
  7. Eating and drinking establishment, **including food carts and food pods.**
  8. Hotel, motel or other tourist accommodation, including bed and breakfast.
  9. Automobile sales, service or repair establishment.
  10. Boat and marine equipment sales, service or repair facilities.
  11. Building material sales yard.
  12. Residential home.
  13. Residential (care) facility.
  14. Home occupations (must comply with paragraph 19 of this subsection).
  15. Child care center.
  16. Government buildings and uses.
  17. Public utilities, including structures, pipelines, cables, and utility crossings.
  18. Hospital, medical offices, sanitarium, rest home, nursing or convalescent home.
  19. Congregate care or assisted living facility.
  20. Single-family residences existing prior to April 2, 1997 may be repaired, remodeled, expanded, or replaced if damaged.
  21. Transportation facilities and improvements subject to the standards of Section 16.20.040.
  22. Community garden(s) (see definitions).
  23. Commercial uses with second floor residential use(s) [apartment(s)] or on the

same lot with existing single-family detached built prior to April 2, 1997.

24. Homestay lodging subject to the standards in Chapter 8.24.
25. Vacation rental dwelling subject to the safety regulations in Section 8.24.030.
26. Similar uses as those stated in this section. (Ord. 1248 § 2, 2021; Ord. 1234 § 1, 2020; Ord. 1196-A § 1, 2015; Ord. 1186-A § 1, 2014; Ord. 1177-A § 2, 2013)

#### **16.40.030 Conditional Uses.**

The following uses and their accessory use may be permitted in the C-1 zone when approved under Chapter 16.220 and shall comply with Sections 16.40.040 through 16.40.060 and Chapters 16.124 (Landscaping) and 16.212 (Site Design Review):

- A. Only the following uses and their accessory uses are permitted along Highway 101, SE Marlin and SW Dolphin Avenues, and shall comply with the above noted sections and Chapter 16.132:
  1. Cabinet, carpenter, woodworking or sheet metal shops.
  2. Processing uses such as bottling plants, bakeries and commercial laundries.
  3. Research and development establishments, **laboratories, and similar facilities.**
  4. Wholesale storage and distribution facilities, including cold storage.
  5. RV Park.
  6. New drive-through/drive-up facility or substantially improved as defined by 25% of assessed value.
  7. Medical marijuana dispensaries and recreational marijuana retail outlets licensed by the State of Oregon and subject to Section 16.40.060(I).
  8. Similar uses as those stated in this section.
- B. The following uses and their accessory uses are permitted in all other C-1 zoned areas within the City limits of Warrenton:
  1. Cabinet, carpenter, woodworking or sheet metal shops.
  2. Building contractor shops, including plumbing, electrical and HVAC.
  3. Fuel oil distributor.
  4. Processing uses such as bottling plants, bakeries, **coffee roasters**, and commercial laundries.
  5. Research and development establishments, **laboratories, and similar uses.**
  6. Wholesale storage and distribution facilities, including cold storage.
  7. Veterinary clinic, kennels.
  8. Tool and equipment rental.
  9. Mini-warehouses or similar storage uses, subject to the requirements in Section 16.116.030(G).
  10. Church, synagogue, or other place of worship.



- ~~11. Commercial uses with 2nd floor residential use(s) [apartment(s)].~~
12. RV Park.
13. Multifamily housing development subject to the development and other applicable standards of Chapter 16.36, Section 16.124.070 generally and Section 16.124.070(C)(1) specifically, and Chapter 16.188.
- 14. Cottage manufacturing that occurs in tenant spaces or structures that are less than 2,000 SF.**
- 15. Fermentation enterprises, such as breweries and distillers, may also include a taproom.**
16. Similar uses to those listed in this section. (Ord. 1242 § 1, 2020; Ord. 1225 § 3, 2019; Ord. 1211-A § 1, 2017)

## **Chapter 16.44 COMMERCIAL MIXED USE (C-MU) DISTRICT**

### **16.44.010 Purpose and Applicability.**

- A. Purpose. A City goal is to strengthen certain established residential areas having frontage on state highways as transition areas between commercial centers and outlying residential areas. The district is intended to support this goal through elements of design and appropriate mixed-use development. Mixed-use development features design standards that allow residential and commercial uses to occur simultaneously on the same lot. This chapter provides standards for the orderly improvement of mixed-use commercial areas based on the following policies:
  1. Use land and urban services efficiently;
  2. Support a mixture of land uses to encourage walking as an alternative to driving, and provide more employment and housing options; and
  3. Allow certain commercial uses amongst existing residential uses that are compatible with, and add interest to, the established residential character of the area.
- B. The Commercial Mixed-Use District applies to the following area: those properties bounded by 4<sup>th</sup> and 9<sup>th</sup> Streets along S. Main Avenue (Fort Stevens Highway/State Highway 104) extending west to, and including, the easterly half of the old railroad right-of-way and extending east to the Skipanon River's A-2 (Aquatic Conservation) Zoning District.

### **16.44.020 Permitted Uses.**

The following uses and their accessory uses are permitted in the C-MU district if the Community Development Director determines that the uses conform to the standards in Sections 16.44.040 and 16.44.050, applicable Development Code standards, and other City laws. All new sewer and water connections for a proposed development shall comply with all City regulations:

- A. Residential.
  1. Single-family detached dwelling with covered parking in accordance with Chapter 16.180 on lots not having direct frontage on, or taking direct access from, a State highway.
  2. Duplex, townhome, triplex, multifamily and rowhouse with garage (attached

or detached) in accordance with Chapter 16.180 and subject to standards of Chapter 16.184.

3. Daycare center.
4. Home occupation, shall comply with Section 16.44.020(A)(5).
5. Single-family residences existing prior to April 2, 1997 may be repaired, remodeled, expanded, or replaced if damaged so long as building permits are obtained within 12 months of the date of discontinuance.
6. Homestay lodging subject to the standards in Chapter 8.24.
7. **Accessory dwelling subject to standards of Section 16.180.040.**
8. Similar uses as those listed in this section.

B. Public and Institutional.

1. Church, synagogue, or other place of worship.
2. Clubs, lodges, similar uses.
3. Government buildings and uses.
4. Libraries, museums, community centers, and similar uses.
5. Public parking lots and garages, subject to design standards in Chapter 16.128.
6. Public utilities, including structures, pipelines, cables, and utility crossings.
7. Transportation facilities and improvements subject to the standards of Section 16.20.040.
8. Community garden(s) (see definitions) **and public parks.**
9. Similar uses as those listed in this section.

C. Commercial.

1. Personal and business service establishments such as a barber or beauty shop, clothes cleaning or a funeral home.
2. Professional, financial, business and medical offices. Drive-through facilities are not permitted within the C-MU district.
3. Retail business establishments and processing uses (e.g., bakery) of goods sold on site.
4. Amusement enterprises such as a theater or bowling alley.
5. Technical, professional, vocational and business schools.
6. Eating and drinking establishments. Drive-through facilities are not permitted within the C-MU district.
7. Hotel, motel or other tourist accommodation, including bed and breakfast.
8. **Multiple (or mixed) uses on the same lot or parcel.**
9. **Multiple (or mixed) uses on adjoining lots or parcels.**
10. Similar uses as those listed in this section. (Ord. 1248 § 2, 2021; Ord. 1186-A § 2, 2014)

**16.44.030 Conditional Uses.**

The uses listed under Section 16.44.020 and their accessory uses may be permitted in the C-MU

district when approved under Chapter 16.220, Conditional Use Permits:

- A. Cabinet, carpenter, woodworking or sheet metal shops, fully enclosed in a building.
- B. Building contractor shops, including plumbing, electrical and HVAC.
- C. **Cottage manufacturing that occurs in tenant spaces or structures that are less than 2,000 SF.**
- D. Research and development establishments, **laboratories, and similar facilities.**
- E. ~~Drive-through/drive-up facility.~~
- F. Accessory dwelling subject to standards of Section 16.180.040.
- G. Vacation rental dwelling subject to the safety regulations in Section 8.24.030.
- F. **Fermentation enterprises, such as breweries and distillers, may also have a taproom.**
- G. **Food carts and pods.**
- H. Similar uses as those listed in this section. (Ord. 1248 § 2, 2021; Ord. 1225 § 4, 2019)

## **Chapter 16.60 GENERAL INDUSTRIAL (I-1) DISTRICT**

### **16.60.010 Purpose.**

The purpose of the General Industrial Zone is to provide sites **for employment related industries such as** light, heavy, and airport-related industrial activities in the City of Warrenton. These areas are suitable for uses involving manufacturing, fabrication, processing, transshipment and bulk storage. General Industrial areas are near or adjacent to arterial transportation corridors.

### **16.60.020 Permitted Uses.**

The following uses and activities and their accessory uses and activities are permitted in the I-1 zone if the Community Development Director determines that the uses conform to the standards of Section 16.60.040, applicable Development Code standards, and other City regulations:

- A. Production, processing, assembling, packaging or treatment of such products as food **and beverage** products, pharmaceutical, hardware and machine products. **Retail of products made on site is permitted as an accessory use.**
- B. Production, processing, assembling, packaging or treatment of articles and products from previously-prepared or semi-finished materials, such as paper, wood, rubber, plastics, fibers and sheet metal.
- C. Research and development laboratories **and similar uses.**
- D. Printing facilities.
- E. Public utility facilities such as power stations, sewage and water treatment plants.
- F. Storage and distribution services and facilities (i.e., truck terminals, warehouses and storage buildings and yards, contractor's establishments, lumber yards and sales) or similar uses.
- G. Vehicle repair (welding, painting and service, and parts facilities).
- H. Airport support structures: hangars, weather stations, fuel terminals and storage buildings, etc.

- ~~I. Mini warehouses or similar storage uses.~~
- J. Contractor shop or equipment storage yard for storage and rental of equipment commonly used by a contractor.
- K. Cabinet, carpenter, woodworking, metal **fabrication** shops or similar establishments.
- L. Professional, financial, medical, or business offices.
- M. Public utilities, including structures, pipelines, cables, and utility crossings.
- ~~N. Government buildings and uses.~~
- O. Passive restoration.
- P. Government buildings and uses.
- Q. Transportation facilities and improvements subject to the standards of Section 16.20.040.
- R. Dredge material disposal (DMD) subject to Section 16.60.040 (site 20S), and Chapter 16.104.
- S. Community garden(s) (see definitions).
- T. Food and/or beverage trucks or carts.
- U. Similar uses to those listed in this section. (Ord. 1605-A § 1, 2016; Ord. 1196-A § 3, 2015; Ord. 1186-A § 5, 2014)

### **16.60.030 Conditional Uses.**

The following uses and activities and their accessory uses and activities may be permitted in the I-1 zone when approved under Chapter 16.220, and subject to the provisions in Section 16.60.040, Development Standards:

- A. Heavy fabrication of finished or semi-finished products from raw materials.
- B. Airport runway extensions or relocations.
- C. One caretaker unit for each primary industrial use on a lot or parcel subject to the following conditions:
  1. The unit shall be served with public water and sanitary sewerage disposal, in conformance with City engineering and public works requirements.
  2. The unit shall meet all applicable fire, safety, and building code requirements.
  3. The unit shall be located no closer than 10 feet to any property line.
- D. **Community college or similar campus type facilities subject to institutional master plan standards in Section 16.224.**
- E. **New mini warehouse or similar storage facilities.**
- F. Recreational marijuana production, recreational marijuana processing, or recreational marijuana wholesale activities, subject to Section 16.60.040(N).
- G. Similar uses as those listed in this section.

**Section 3.** This Ordinance being necessary for the immediate protection of the health, safety and welfare of the citizens and residents of the City of Warrenton, an emergency hereby is declared to exist and this Ordinance shall take full force and effect immediately upon its adoption by the Commission of the City of Warrenton.

**First Reading: July 26, 2022**  
**Second Reading: August 8, 2022**

**ADOPTED by the City Commission of the City of Warrenton, Oregon this \_\_\_\_day of  
\_\_\_\_\_ 2022.**

APPROVED:

\_\_\_\_\_  
Henry A. Balensifer, Mayor

ATTEST:

\_\_\_\_\_  
Dawne Shaw, City Recorder

# All-In Warrenton

## FINAL DRAFT Economic Opportunities Analysis

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## BACKGROUND AND PURPOSE

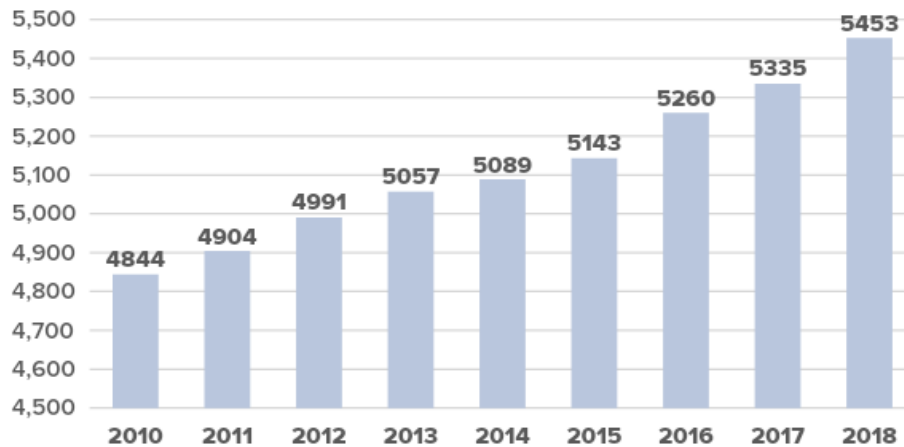
This Economic Opportunities Analysis (EOA) for the City of Warrenton evaluates global, national and regional economic trends to inform a forecast-based estimate of the demand for developable and redevelopable employment land. This estimate of demand is compared with an estimate of the supply based on the City of Warrenton's inventory of parcels. In synthesizing economic trends and reconciling the supply and demand of employment land, this document helps to prepare Warrenton to seize critical economic development opportunities as they arise in the future.

### About Warrenton

Warrenton is a town of about 5,400 people (**Exhibit 1**) in northwest Oregon, situated at the confluence of the Skipanon and Columbia Rivers, near where the Columbia enters the Pacific Ocean. U.S. Highway 101 runs through Warrenton and connects it, across Youngs Bay, to Astoria (population: 10,000). The area boasts historic resources, such as Fort Stevens State Park and the Lewis and Clark National Historical Park, as well as natural amenities, including vast ocean beaches, that draw tourists to the region.

Warrenton's population has been growing steadily, along with Clatsop County's population as a whole.

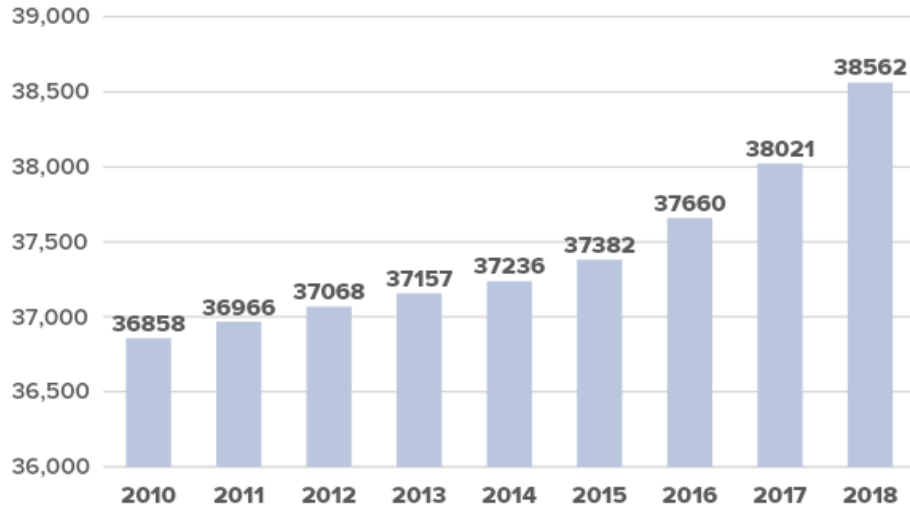
**Exhibit 1. Population, City of Warrenton, 2010-2018**



*Source: US Census Bureau, 2020*

The town has grown slightly every decade since 1970, and its average annual growth rate since 2010 (1.49%) is higher than Clatsop County's average annual growth rate (.57%) over that period.

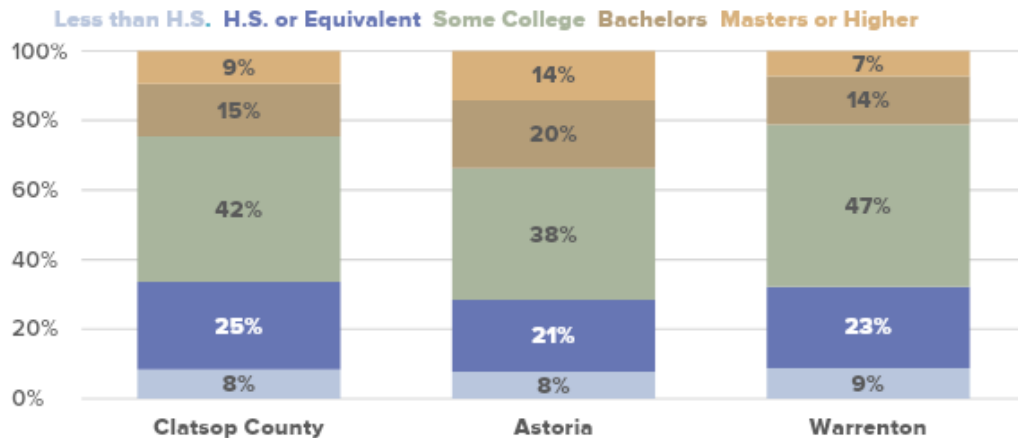
**Exhibit 2. Population, Clatsop County, 2010-2018**



Source: US Census Bureau, 2020

A larger portion of Warrenton’s residents have taken some college courses than in Clatsop County or Astoria. However, Warrenton has a lower percentage of residents with a bachelors or higher than the County and Astoria. Though Warrenton lags behind Astoria in the portion of residents with higher levels of educational attainment, this may not be a critical economic development constraint given that Warrenton employers can easily access labor in either city.

**Exhibit 3. Educational Attainment, Cities of Astoria and Warrenton and Clatsop County, 2018**



Source: US Census Bureau, 2020

Warrenton has generated momentum in economic development through recent efforts by groups like the Warrenton Urban Renewal Authority, Spruce Up Warrenton, and City staff. The City now seeks a strategic assessment of new economic



opportunities and an action plan for economic development. This document meets the State of Oregon's requirements in Statewide Planning Goal 9, while also informing this broader strategic planning effort.

## Summary of Findings

The following are key findings from the analysis.

Warrenton is a small, growing community that has grown, and is expected to continue growing, faster than the broader Clatsop County and Northwest Oregon rates.

Retail is the largest industry sector in Warrenton and is expected to grow faster than most industry sectors based on projected population growth (which drives consumer spending and retail demand). Warrenton's Urban Renewable District covers its downtown area and its Urban Renewal Agency is active in business and economic development.

Extractive and resource-related industries, including forestry, commercial fishing, seafood processing and boat building, are legacy industries that, while not expected to grow rapidly, are culturally significant for Warrenton and the region and may offer opportunities for innovation.

Warrenton's supply of land is heavily impacted by wetlands, making development challenging in certain locations due to additional costs associated with mitigation and the complexity of the regulatory arena. Nonetheless, the available land to meet the needs of growing employment is sufficient; the City has significantly more industrial, commercial and mixed-use land than is likely to be needed based on forecasted employment growth.

## Existing Plans and Policies

### *Warrenton Comprehensive Plan*

Goal 9 of the Warrenton Comprehensive Plan pertains to Warrenton's economy. The stated goal is "to diversify and improve the economy and of the state and Clatsop County." To fulfill this goal, the Plan emphasizes the following:

**Forest Products.** The Plan Emphasizes coordination toward continued forestation, reforestation and forest management. There is an extensive focus on small woodlot owners and identified roles for local, regional, state and federal actors.

**Marine Resources.** The Plan identifies the maritime sector as broadly significant, with a focus on commercial fishing, expansion of fisheries, and on-shore facilities like cold storage, land and moorage, and boat building.

**Travel Industry.** The Plan recognizes the importance of tourism for the local economy and intends to concentrate tourism-related development in the existing Urban Growth

Boundary (UGB). It emphasizes the need to improve seasonal balance and develop new, indoor offseason activities and to provide technical assistance to small businesses in the travel and hospitality sector.

**Human and Community Resources.** The Plan contains a variety of policies and potential actions related to coordination amongst regional stakeholders and potential partners. These include workforce development partnerships with Clatsop Community College (CCC) and coordination for industrial development with the Port of Astoria.

### *Warrenton Urban Renewal District*

Warrenton has an urban renewal district that encompasses 875 acres in downtown Warrenton. The district is managed by the Warrenton Urban Renewal Agency (WURA), which was created in 2007 with a mission to revitalize downtown. In 2019, the City approved a new urban renewal plan and increased WURA's maximum indebtedness from \$1.7M to \$4.8M. Also in 2019, the WURA revamped an existing façade improvement program, resulting in four façade improvement grants given to downtown businesses. Other initiatives potentially within the purview of the WURA include:

- Downtown branding and marketing
- Gateway improvements
- Physical upkeep and street and building improvements
- Property acquisition for redevelopment
- Signage and wayfinding
- Planning and coordination

To the extent that downtown Warrenton is and will continue to be an economic anchor for the town, the WURA will be a critical economic development partner.



*Above: a building renovation in downtown Warrenton, funded in part by funds from the WURA.  
Source: City of Warrenton*

### *Clatsop County Comprehensive Plan*

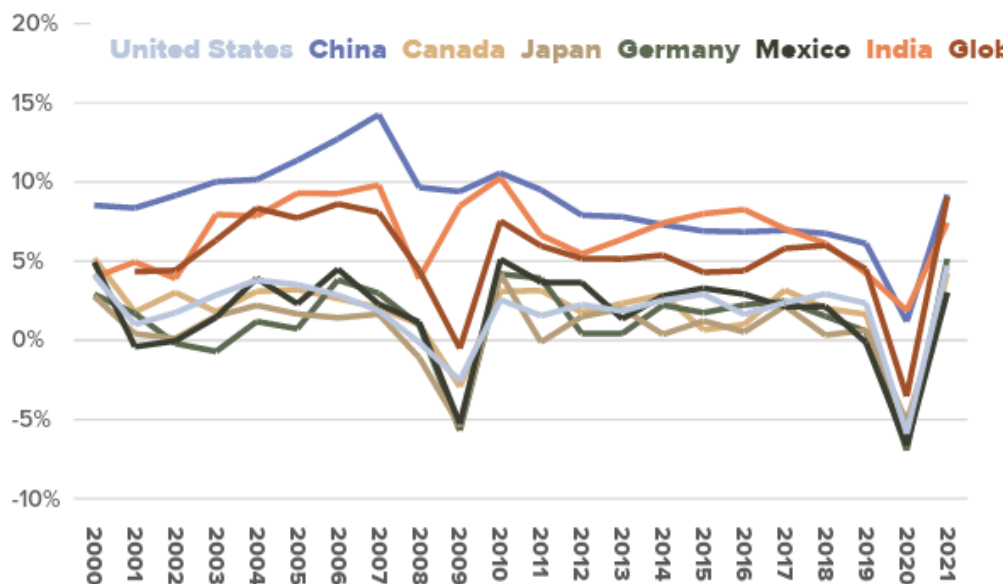
The Clatsop County Comprehensive Plan guides growth and development in the unincorporated areas of Clatsop County. Goal 9 of the Comprehensive Plan pertains to the economy, but the goal has not been updated since the Plan was adopted in the early 1980s. A full update of the Plan is currently underway.

## ECONOMIC TRENDS

### The Global Economy

Global gross domestic product (GDP) growth held steady around 5% per year following the Great Recession before contracting by 3.5% in 2020 (**Exhibit 4**). The International Monetary Fund (IMF) projects global GDP will bounce back with 9% growth in 2021. This level of economic growth is partially dependent on the course of the COVID-19 pandemic and government policies aimed at controlling it, making predictions difficult. In general, countries that were poorer per capita grew faster than the U.S. and most other Organization for Economic Co-operation and Development (OECD) economies. The United States' GDP grew slower than the global rate at 2.3% annually from 2010 to 2019 before contracting an expected 5.9% this year. China and India averaged 7.7% and 7% growth, respectively, over that span, and did not enter recession in 2020.

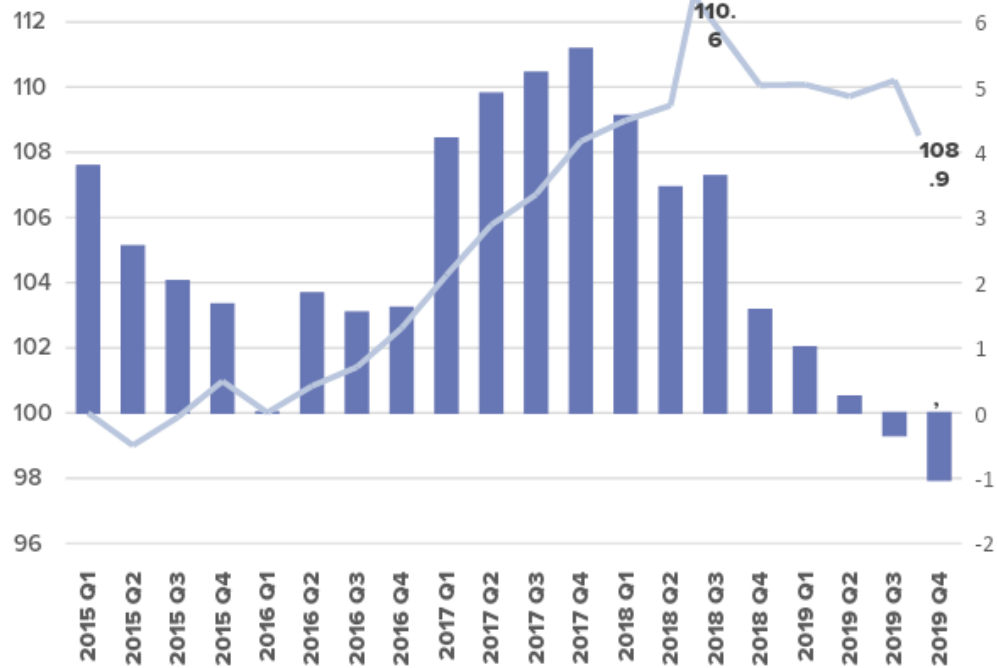
**Exhibit 4. GDP Growth, Select Large Economies**



Source: International Monetary Fund, 2020

Global trade growth has fallen since the end of 2017. **Exhibit 5** shows that growth turned negative midway through 2019. This contraction preceded the pandemic's onset, and negative growth has likely continued in 2020 given the pandemic's impact.

**Exhibit 5. Global Merchandise Trade Volume**

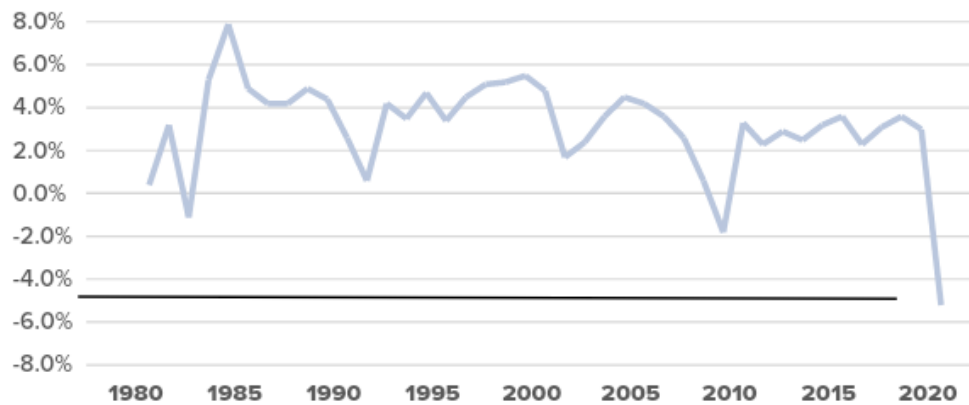


Source: World Trade Organization, 2020

## National and Regional Trends

The United States' economy's long run of consistent growth has been significantly disrupted by the impacts of COVID-19. Growth has turned sharply negative. **Exhibit 6** shows the IMF has projected a 5.9% drop in U.S. GDP in 2020, which would represent the largest contraction since the Great Depression. The IMF predicts some recovery in 2021 with 4.7% growth, but the exogenous nature of the recession makes the pace of recovery difficult to predict.

**Exhibit 6. Gross Domestic Product Growth, United States, 1980-2020**



Source: International Monetary Fund, 2020

The pandemic-induced recession has also caused a sharp rise in unemployment this year. Furthermore, varying shutdown and opening strategies around the country as well as other pandemic response policies have caused unemployment to become extremely erratic in 2020. The U.S. unemployment rate spiked from a 50 year low of 3.5% at the year's outset to 14.7% in April (**Exhibit 7**), and the rate has since fallen to 6.9% as of October. The pace of both job loss and re-hiring is unprecedented in the postwar era, and the timetable for a return to full employment is difficult to predict.

**Exhibit 7. Unemployment Rate, United States, 1950-2020**



*Source: Federal Reserve Economic Data (FRED), 2020*

**Exhibit 8** shows that inflation has fallen below 2% and is currently near zero despite the Federal Reserve maintaining interest rates at .25%, near its historic low.

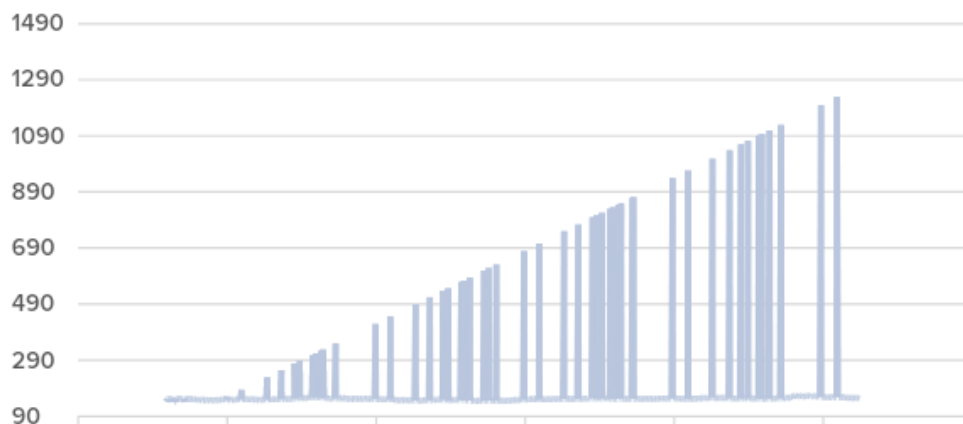
**Exhibit 8. Inflation Rate, United States, 1950-2020**



*Source: Federal Reserve Economic Data (FRED), 2020*

Through the recession, the U.S. Dollar has largely maintained its strength against a basket of major currencies. This is in large part due to the Dollar’s status as a reserve currency. The 2020 spike seen in **Exhibit 9** shows that investors have invested in U.S. Treasury securities as a safe haven during the recession, keeping the currency strong.

**Exhibit 9. US Dollar Strength Index, 2016-2020**



*Source: Federal Reserve Economic Data (FRED), 2020*

Overall trade volumes are down since the pandemic began, with exports of goods and services having fallen by 33% from their 2019 peak to their April low and imports down 24% over the same span. **Exhibit 10** shows that like unemployment, trade

volume has partially reverted to pre-pandemic levels since their April floor. Exports and Imports are still 21% and 12% below their 2019 peaks, respectively.

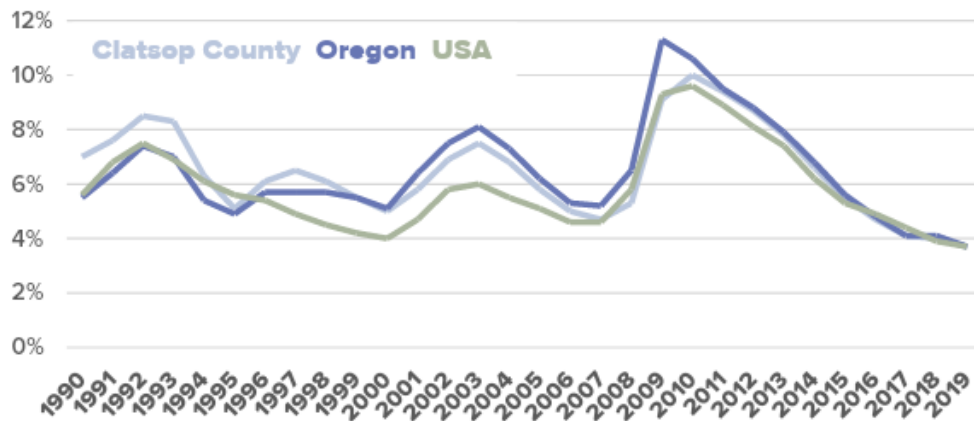
**Exhibit 10. Trade Volume, United States, 2019-2020**



Source: Bureau of Economic Analysis, 2020

**Exhibit 11** shows that the national unemployment rate was consistently lower than in Clatsop County and Oregon as a whole from the mid-1990s until the Great Recession, when Clatsop started to track very closely to the national rate. The Oregon unemployment rate spiked above the national and Clatsop County rates in 2009, and then all three unemployment rates declined steadily through the 2010s and converged at about 4% in 2019. Rates have increased since then, but annual 2020 data is not yet available.

**Exhibit 11. Clatsop, Oregon, and National Unemployment Rate, 1990-2019**



Source: Bureau of Labor Statistics, 2020

State, regional, and local unemployment rates have risen in 2020 because of the COVID-19 pandemic and the multiple measures taken against it at the state and county



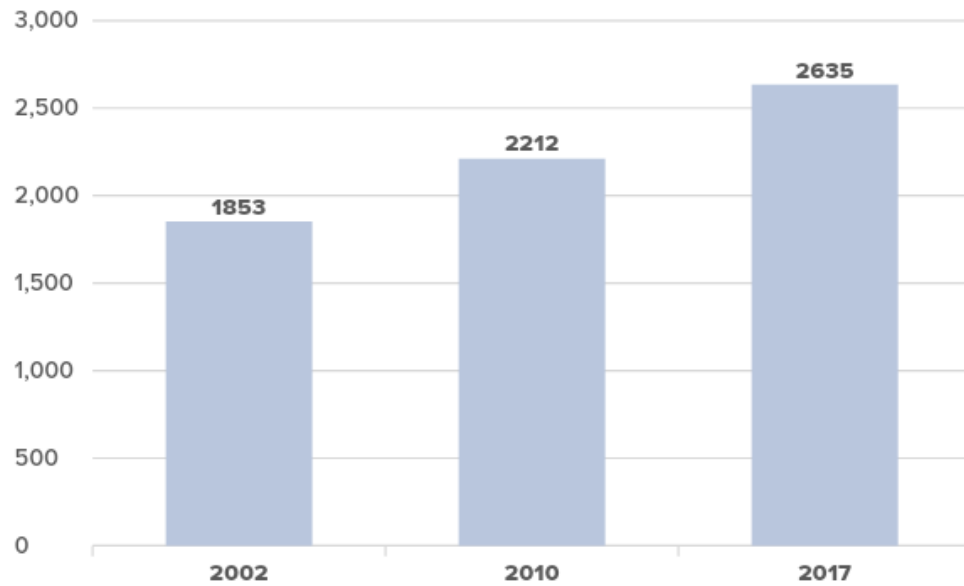
levels. On March 23, Governor Kate Brown declared a statewide stay at home order, which Clatsop County remained under until entering Phase 1 reopening on May 15<sup>th</sup>. Phase 1 allowed for restaurants and bars, barber shops, salons, spas, tattoo parlors, and gyms to reopen provided mask wearing and social distancing were enforced. Clatsop County entered Phase 2 reopening on June 6<sup>th</sup>, which allowed for sports facilities, theaters, and churches to reopen and removed the remote office work requirement. Phase 2 also allowed hotels, campgrounds, and short-term vacation rentals to reopen at 60% capacity. It permitted gatherings of up to 50 people indoors and 100 people outdoors. Travel Astoria created a page on its website with a video promoting area outdoor attractions and instructions on businesses' operating status and what to expect through the summer. Travel Astoria still sought visitors but also tried to educate people coming to the County on local safety rules. They also reported that all lodging in Astoria and Warrenton was operating at 100% capacity as of July 23<sup>rd</sup>.

After a spring and summer of relatively low case numbers, cases began rising in late October and November. Oregon entered a "Two-Week Statewide Freeze" on November 18<sup>th</sup>. This limits social gatherings to six people and caps faith-based organization gatherings at 25 people indoors and 50 people outdoors. It requires offices to close, restaurants to operate take-out and delivery only, and limits grocery stores and retail to 75% capacity. Gyms, indoor recreational facilities, zoos, venues that host events, and other similar businesses have been forced to close. Further restrictions are possible in the coming weeks and months.

## Local Economic Trends

Employment has been steadily increasing in Warrenton, and the City added nearly as many jobs (423) as it added residents (609) between 2010 and 2017. Job growth from 2010 to 2017 also outpaced job growth in the previous eight years (total new jobs) while nearly equaling it in percentage terms (**Exhibit 12**).

**Exhibit 12. Total Employment, City of Warrenton, 2002-2017**



*Source: LEHD OnTheMap, 2017 (accessed 2020)*

The City's top industries are Retail and Manufacturing. Accommodation and Food Services and Educational Services are also major drivers of employment, as shown in **Exhibit 13**. Educational Services and Retail have grown rapidly, with the two sectors combined accounting for about 64% of the decade's new jobs.

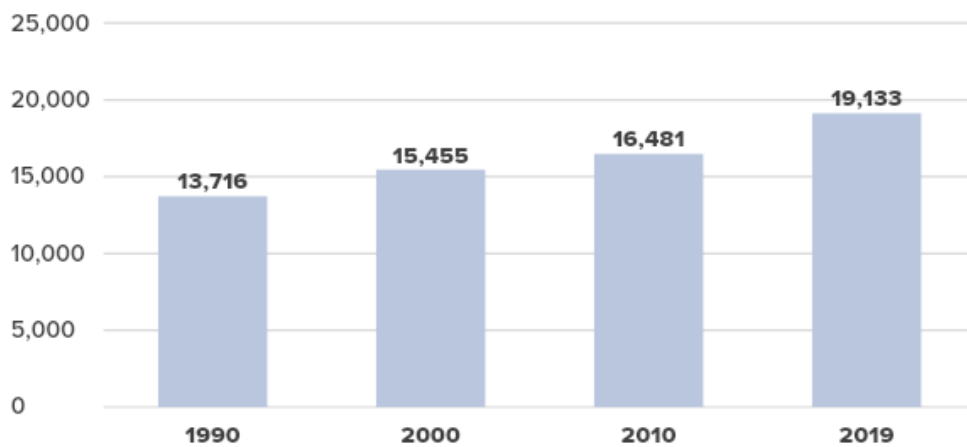
**Exhibit 13. Employment by Industry, City of Warrenton, 2002-2017**



Source: LEHD OnTheMap, 2020

Clatsop County’s job base has also grown steadily over time, but Warrenton’s employment growth has outpaced Clatsop County’s in the past decade.

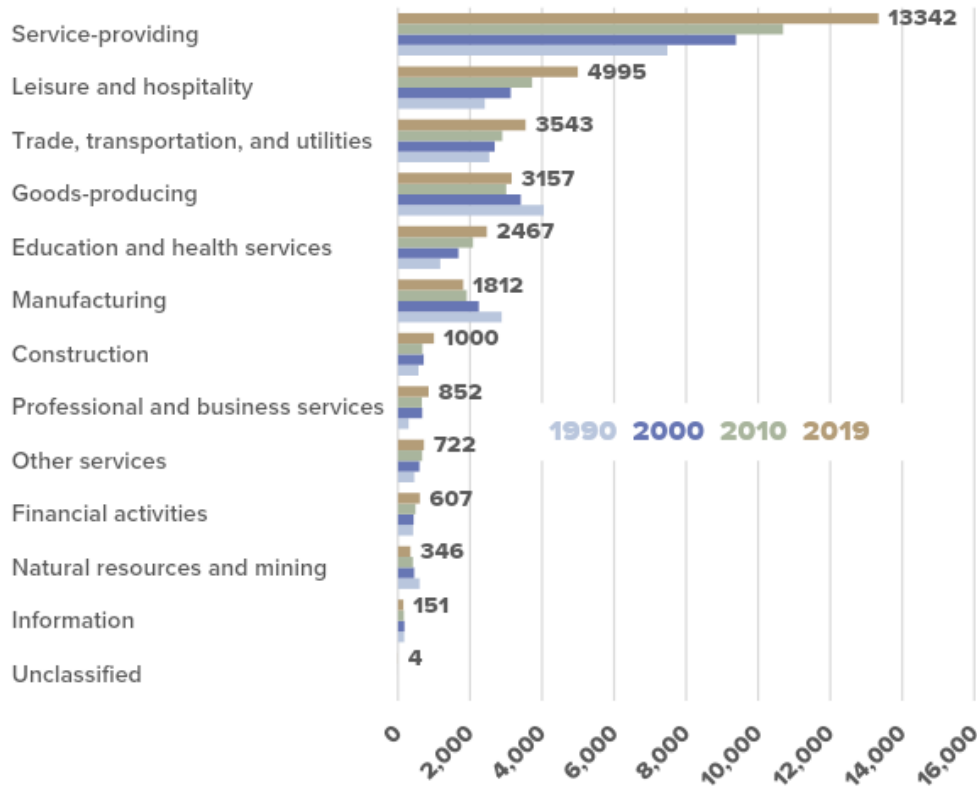
**Exhibit 14. Total Employment, Clatsop County, 1990-2019**



Source: Bureau of Labor Statistics, 2020

Employment growth in Clatsop County bears some significant differences with Warrenton. As seen in **Exhibit 15**, Services and Leisure and Hospitality are the two largest growth-drivers. Conversely, employment in Goods-Producing, Manufacturing and Natural Resources-related sectors have been steadily declining since 1990.

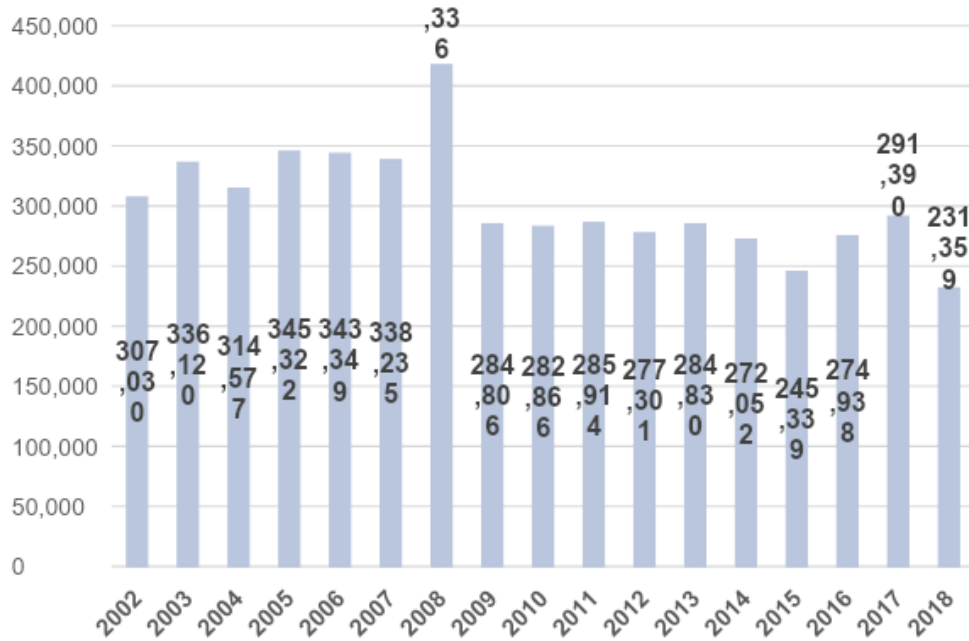
**Exhibit 15. Private Employment by Sector, Clatsop County, 1990-2019**



Source: Bureau of Labor Statistics, 2020

Resource-related industries, including in forestry and commercial fishing, have traditionally been important industry sectors for northwest Oregon. The Clatsop County timber harvest has been slowly declining since its peak of 417,336 thousand board feet in 2008 as seen in **Exhibit 16**. The latest reported harvest was 231,359. The harvest will likely decline to some extent in 2020 due to the COVID-19 pandemic, but timber may have been less impacted than other industries due to the relative persistence of construction activity through the year.

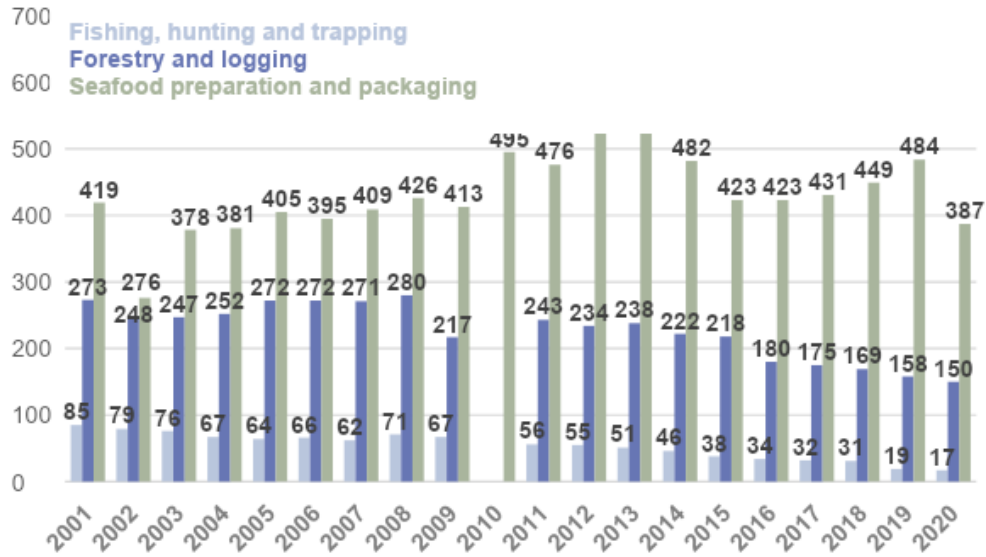
**Exhibit 16. Timber Harvest, Clatsop County, 2002-2018**



Source: University of Montana, 2020

Employment levels in Oregon’s resource related industries appear to be diverging, with **Exhibit 17** showing seafood preparation oscillating but generally higher in the past decade than the 2000s while forestry and logging and fishing, hunting and trapping both declining steadily. Overall resource related employment has fallen nearly 25% from 877 in 2013 to 661 in 2019. Only 554 jobs were recorded in 2020, but it should be noted that the data only covers the first two quarters of 2020 and is in the midst of the pandemic.

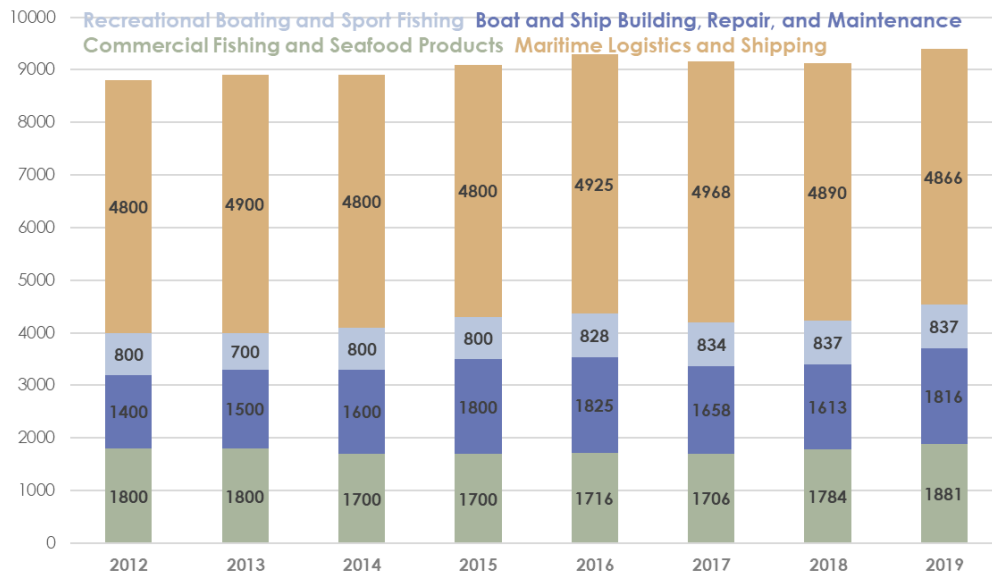
**Exhibit 17. Historical Employment in Resource Related Industries, Oregon, 2001-2020**



Source: Bureau of Labor Statistics, 2020

Maritime related employment has been slowly growing since 2012. All four major sub-industries grew slightly, with boat and ship building, repair, and maintenance growing the fastest at 30% over the 8-year period as seen in **Exhibit 18**. The industry overall grew from 8,800 to 9,400 jobs or 7%.

**Exhibit 18. Maritime Related Employment by Sector, 2015-2019**



Source: Bureau of Labor Statistics, 2020

## *Local Employment Forecast*

A local employment forecast is a required component of an Economic Opportunities Analysis. This section summarizes the forecast methodology and outputs.

### **Methodology**

Employment forecasts for Warrenton through 2040 involved a multistage approach, leveraging updated baseline employment data by industry, population projections, and forecasts for the broader Northwest Oregon region. The latest data by industry for Warrenton, Oregon is for 2017 and published by the U.S. Census Bureau's *Longitudinal Employer-Household Dynamics (LEHD)* data series, available through the Census Bureau's OnTheMap webtool. These employment figures by industry were estimated for 2019 by applying the Clatsop County countywide covered employment growth rates from 2017 to 2019 by matching industry available through the *Quarterly Census of Employment and Wages (QCEW)* series, published by the U.S. Bureau of Labor Statistics.

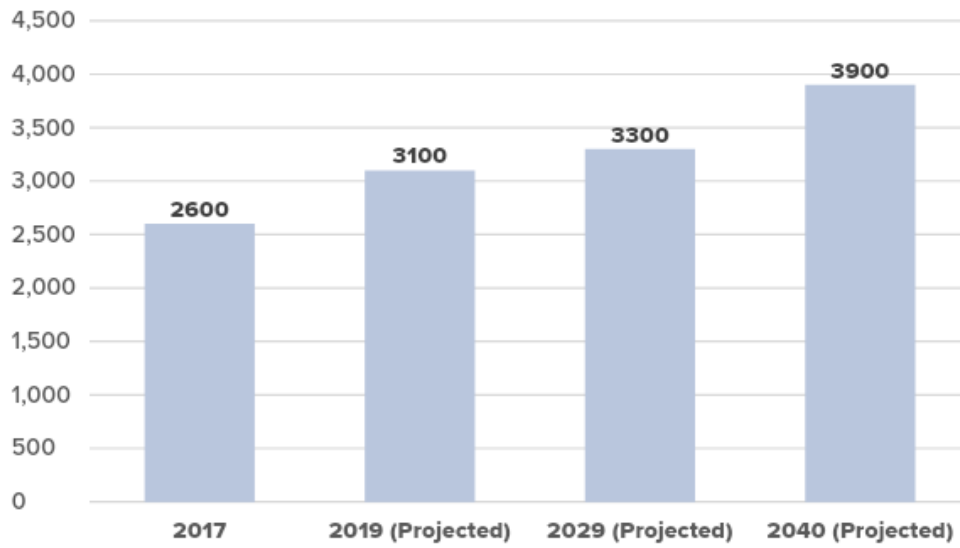
Forecast growth rates through 2029 were determined from existing employment forecasts by matching each industry to the same or nearest industry in the baseline. These growth rates came from two sources: 1) State of Oregon Employment Department's *Northwest Oregon Industry Employment Projections 2019-2029*; and 2) population projections for Warrenton included in the most recent Warrenton comprehensive plan, for 2027. Regional employment growth rates were applied to the non-consumer-based industries, such manufacturing, the belief being that industry growth among these industries in Warrenton should not meaningfully diverge from industry growth rates in the region overall. For so-called "non-basic" industries, i.e., industries that depend on local consumer spending, instead the imputed Warrenton population growth rate was applied. This was based on the assumption that, because these industries—such as retail—rely on household spending, they should grow at or near the same rate as population. The imputed compound annual growth rate for the Warrenton population was then applied for two more years to arrive at 2029 employment estimates for these industries.

Further projections through 2040 were based on the same growth rates extended from 2029 to 2040. These estimates thus represent a scenario whereby growth does not change between the first and second decade into the future.

### **Forecast Details**

Warrenton has seen steady job growth from a low base over time, and **Exhibit 16** points toward this trend continuing over the long term. It should be noted that COVID-19 related economic impacts are ongoing and difficult to fully assess as they occur. Whatever the full extent of the damage, the region's economy will eventually return to growth, and pre-COVID trends may reassert themselves.

**Exhibit 16. Warrenton Projected Employment Through 2040**



*Source: LEHD OnTheMap, 2020; Oregon Employment Department, 2020; Community Attributes, Inc., 2020*

Warrenton’s location near Astoria and recent planning initiatives such as at Chelsea Gardens are likely to affect how the community grows going forward. With Astoria becoming supply-limited, second home buyers from outside the region may increasingly look to Warrenton.<sup>1</sup> They could become a significant demand driver for local businesses, but housing prices could rise faster than wages if large numbers of second home buyers begin looking to Warrenton. The Chelsea Gardens neighborhood’s use of varying housing typologies and sizes in a relatively dense, mixed use setting may allow housing that meets the price requirements of both second home and local buyers.<sup>2</sup> It will likely also support retail growth downtown and in the neighborhood itself.

Warrenton’s population growth will likely support concomitant growth in retail, and **Exhibit 17** demonstrates how that reality should allow retail to outperform its projected regional growth rate. Warrenton’s other industries are more dependent on regional conditions than local ones, and so they will probably grow similarly to the rest of northwest Oregon. This may cause retail trade to expand its position as the City’s leading employer by 2040.

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<sup>1</sup> The Daily Astorian, “Population Growth Slows with Economy: Jobs, Housing Costs are Factors.” December 24, 2019. [Population growth slows with economy: Jobs, Housing Costs are Factors](#)

<sup>2</sup> The Daily Astorian, “Warrenton Approves Chelsea Gardens Neighborhood: Project Rebranded from Spur 104.” February 12, 2020. [Warrenton Approves Chelsea Gardens Neighborhood: Project Rebranded from Spur 104](#)



## Exhibit 17. Projected Periodic and Cumulative Employment Growth by Industry Sector, City of Warrenton, 2019-2040

Industry Sector	2017	2019	2029	2040	CAGR, '19-'29	CAGR, '29-'40	Net New Jobs '19-'40
Accommodation and Food Services	284	294	318	345	0.8%	0.8%	51
Administration & Support, Waste Management...	132	137	140	143	0.2%	0.2%	6
Agriculture, Forestry, Fishing and Hunting	4	4	4	5	0.4%	0.4%	0
Arts, Entertainment, and Recreation	21	22	26	32	1.8%	1.8%	10
Construction	140	145	164	187	1.2%	1.2%	42
Educational Services	274	284	310	342	0.9%	0.9%	58
Finance and Insurance	33	34	36	38	0.5%	0.5%	4
Health Care and Social Assistance	155	161	176	193	0.9%	0.9%	33
Information	14	15	15	15	0.0%	0.0%	0
Management of Companies and Enterprises	0	0	0	0	0.0%	0.0%	0
Manufacturing	495	513	521	530	0.2%	0.2%	17
Mining, Quarrying, and Oil and Gas Extraction	0	0	0	0	0.0%	0.0%	0
Other Services (excluding Public Administration)	117	121	125	129	0.3%	0.3%	8
Professional, Scientific, and Technical Services	56	58	64	72	1.0%	1.0%	14
Public Administration	94	97	102	107	0.4%	0.4%	10
Real Estate and Rental and Leasing	18	19	21	23	1.0%	1.0%	4
Retail Trade	1,035	1,073	1,283	1,561	1.8%	1.8%	488
Transportation and Warehousing	87	90	92	94	0.2%	0.2%	4
Utilities	4	4	4	4	0.2%	0.2%	0
Wholesale Trade	22	23	23	24	0.3%	0.3%	1
<b>Total</b>	<b>2,990</b>	<b>3,100</b>	<b>3,420</b>	<b>3,840</b>	<b>1.0%</b>	<b>1.1%</b>	<b>740</b>

Source: LEHD OnTheMap, 2020; Oregon Employment Department, 2020; Community Attributes Inc., 2020

### Key Trends and Forecasts Findings

The data points to several trends going forward, but it is important to first note that the COVID-19 pandemic will likely have significant impacts in the short and perhaps medium term. Some of Warrenton's top industries like Retail, Accommodation and Food Services, and Educational Services have been significantly impacted nationally by shutdowns and lost business. While Oregon has weathered the pandemic better than many states, those industries are still likely to contract this year, and it will take some time for them to recover.

Beyond the pandemic, the regional economy is projected to grow, but at a modest rate, while Warrenton's population is projected to grow at a steady clip. This divergence between local population growth and regional economic performance means that local industries that are population dependent, such as Retail, are likely to outperform industries tied more closely to the regional economy, such as manufacturing. Retail is therefore likely to extend its lead in jobs significantly and possibly become the predominant source of local employment.

Even though retail is likely to add more jobs than other sectors, current major jobs providers like manufacturing and construction are expected to remain viable and grow slowly. Warrenton's economy should continue to see some diversity in its job base going forward.



## SUPPLY AND DEMAND OF EMPLOYMENT LAND

Employment lands in Warrenton consist of parcels located within six different commercial, industrial and mixed-use zoning categories, and impacted by various constraints such as wetlands, flood zones, and steep slopes. This section of the report surveys these lands to quantify the supply of vacant, partially vacant, and redevelopable parcels (or portions of parcels) that could reasonably accommodate future economic and spatial growth in the City of Warrenton for the 20-year planning time horizon and attempts to quantify the impact of various constraints.

### Land Supply Methods and Analysis

Any analysis of buildable lands requires an estimate of the supply of land to meet expected growth. This EOA focuses only on employment lands, and therefore provides an estimate of the supply of land available to house employment-generating uses. To prepare this estimate, CAI assessed the City of Warrenton's zoning code to identify the subset of zones that allow for commercial and industrial enterprises and other employment-generating uses. Of the City's 16 zoning categories (**Exhibits 18 and 19**), six were selected based on their allowable uses and other factors as those that could accommodate "employment" uses. Non-employment zones, such as residential or conservation and habitat zones, were excluded. This selection process is summarized in **Exhibit 18**.

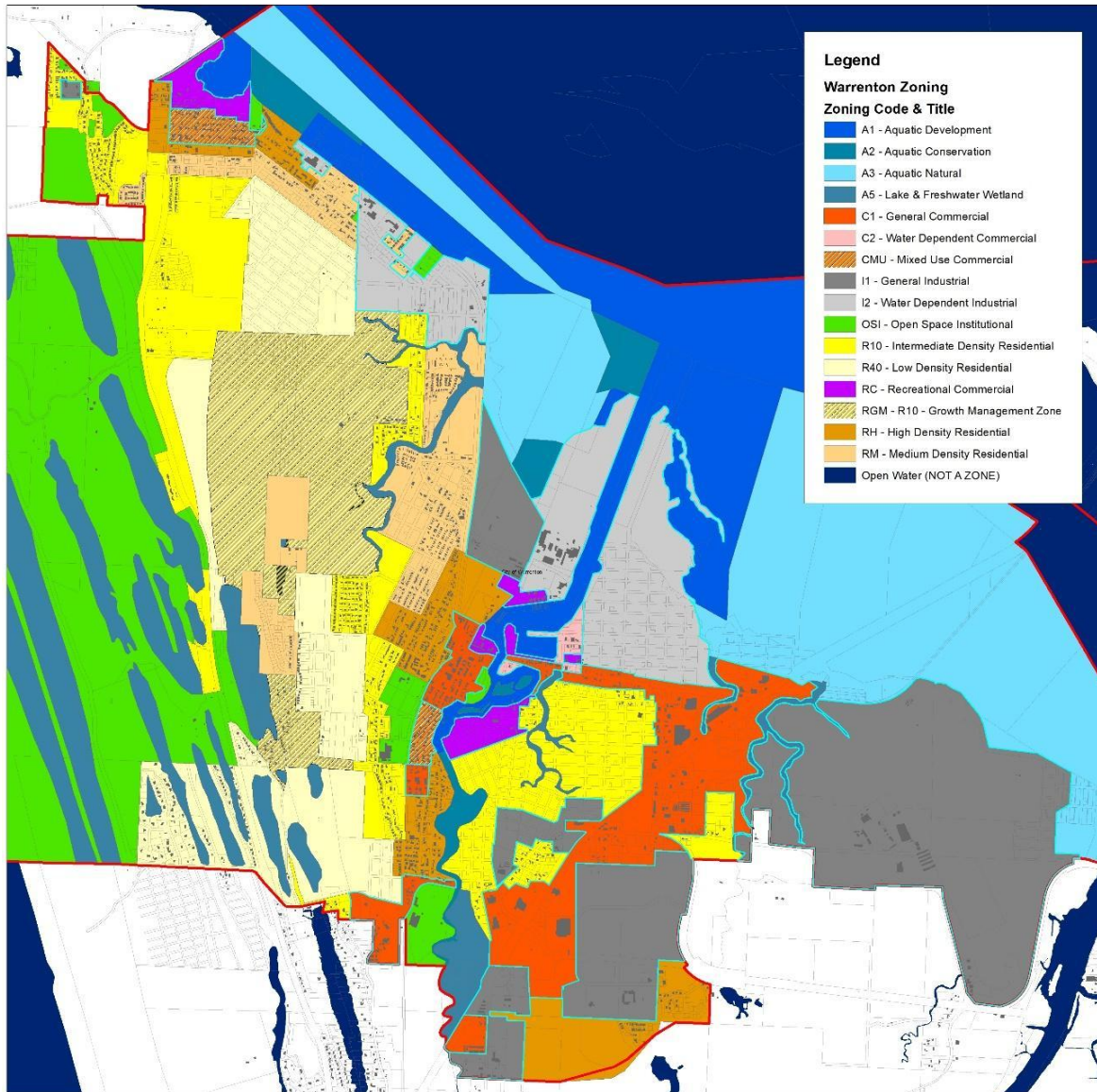
**Exhibit 18. Warrenton Employment Zone Selection, 2020**

<b>Zone Code</b>	<b>Zoning Category</b>	<b>Acres</b>
A1	A1 - Aquatic Development	987.2
A2	A2 - Aquatic Conservation	160.6
A3	A3 - Aquatic Natural	1,725.6
A5	A5 - Lake & Freshwater Wetland	1,031.6
C1	C1 - General Commercial	552.2
C2	C2 - Water Dependent Commercial	20.6
CMU	CMU - Mixed Use Commercial	55.4
I1	I1 - General Industrial	1,275.1
I2	I2 - Water Dependent Industrial	570.2
OSI	OSI - Open Space Institutional	1,746.3
R10	R10 - Intermediate Density Residential	960.8
R40	R40 - Low Density Residential	709.5
RC	RC - Recreational Commercial	102.2
RGM	RGM - R10 - Growth Management Zone	614.9
RH	RH - High Density Residential	376.8
RM	RM - Medium Density Residential	417.5



<b>Type</b>	<b>Selected "Employment" Zones</b>	<b>Zoned Acres</b>
<b>Mixed Use Zones</b>	CMU - Mixed Use Commercial	55.4
<b>Commercial Zones</b>	C1 - General Commercial	552.2
	C2 - Water Dependent Commercial	20.6
	RC - Recreational Commercial	102.2
<b>Industrial Zones</b>	I1 - General Industrial	1,275.1
	I2 - Water Dependent Industrial	570.2
		<b>2,575.6</b>

## Exhibit 19. Map of City of Warrenton Zoning Districts, 2020



Source: Clatsop County, 2020; Community Attributes, Inc., 2020

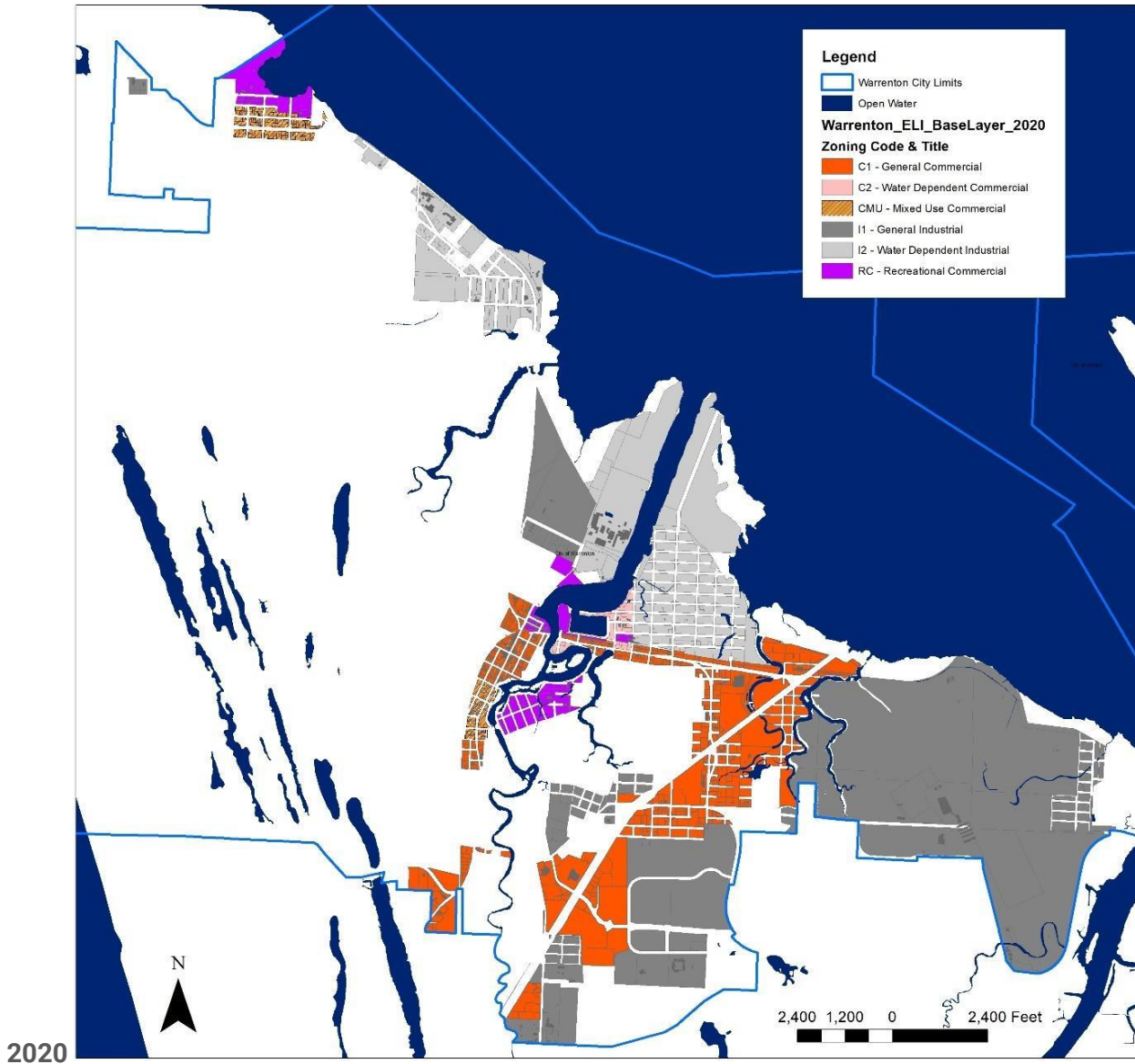
### *Employment Zones*

The six selected “employment” zones include the: General Commercial, Water Dependent Commercial, and Recreational Commercial zones; the General Industrial and Water Dependent Industrial zones; and the Mixed-Use Commercial Zone.

Industrial employment lands are located predominantly along the Columbia riverfront, and along the southern border of the City; while commercial and mixed-use commercial zones are found in central Warrenton along the Skipanon River waterway, and in Hammond. The map and table in **Exhibits 20 and 21**,

respectively, illustrate and summarize all parcels comprising these employment lands, including both built and unbuilt or potentially redevelopable parcels.

**Exhibit 20. Map of All (Built and Unbuilt) Employment Land Parcels by Zone, City of Warrenton,**



Source: Clatsop County, 2020; Community Attributes, Inc., 2020

**Exhibit 21. Summary of All Employment Land Parcels by Zone, City of Warrenton, 2020**

<b>Warrenton Zoning Category</b>	<b>Square Feet</b>	<b>Acres</b>	<b>Number of Parcels / Portions</b>
I1 - General Industrial	51,439,015	1,180.9	180
I2 - Water Dependent Industrial	19,891,931	456.7	217
C1 - General Commercial	18,155,211	416.8	671
RC - Recreational Commercial	4,406,478	101.2	110
CMU - Mixed Use Commercial	1,485,464	34.1	211
C2 - Water Dependent Commercial	581,907	13.4	44
<b>All Employment Zones</b>	<b>95,960,005</b>	<b>2,202.9</b>	<b>1,433</b>

*Source: Clatsop County, 2020; Community Attributes, Inc., 2020*

*Gross Buildable Land Supply*

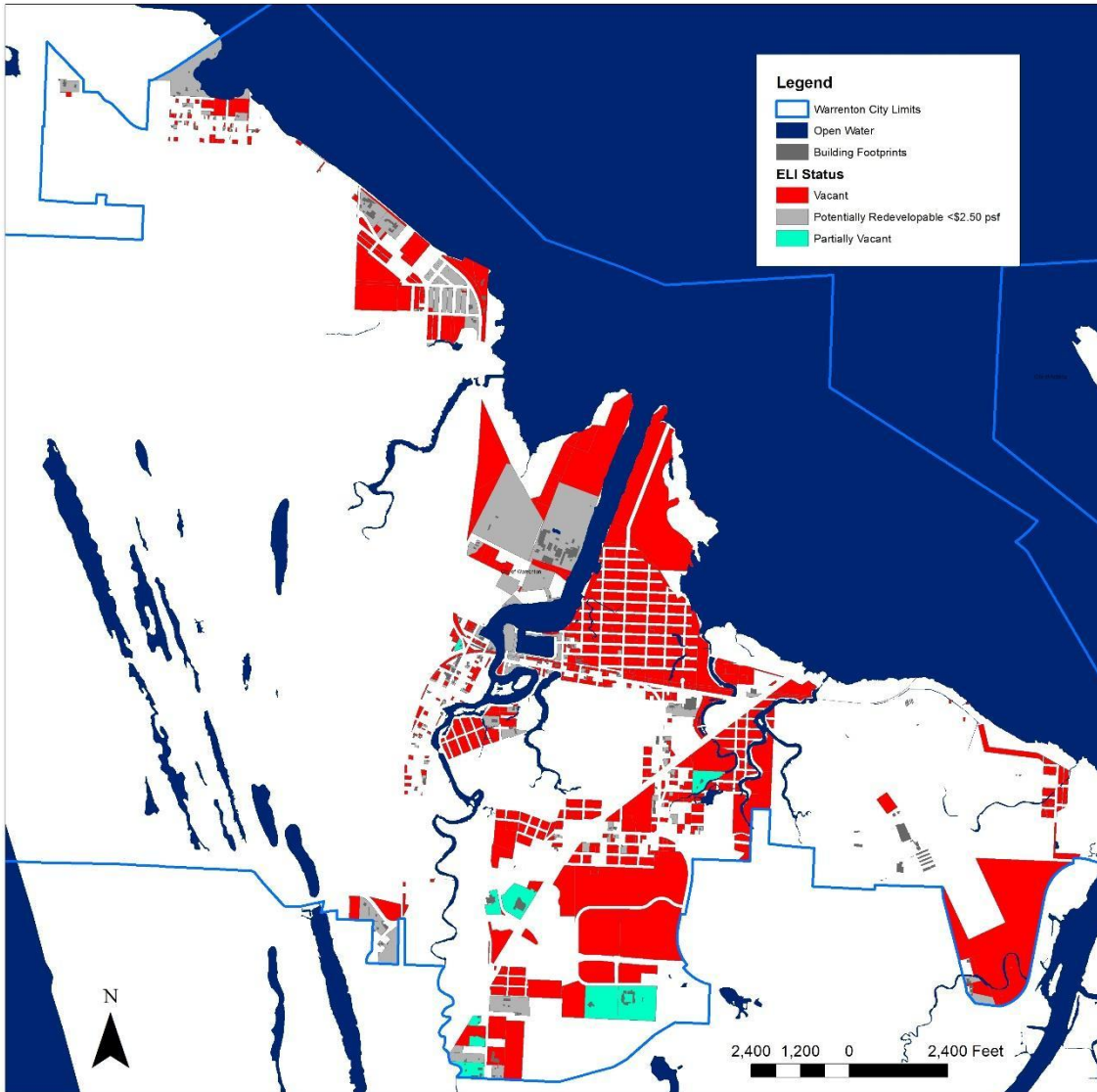
Of the employment lands identified in **Exhibit 20**, many parcels have already been developed, or are otherwise encumbered by critical areas, such that they cannot support additional employment. Other parcels are either vacant, partially vacant, or potentially redevelopable.

Using parcel-based data from the Clatsop County Assessor, CAI identified these vacant, partially vacant, and redevelopable employment lands from the six zones selected for the employment land inventory. The different categories were defined as such:

- **Vacant** lands are completely or almost completely unbuilt. Vacant lands were defined as parcels with very little or no improvement value per the Clatsop County assessor and are identified within the data by selecting parcels with \$.001 or less Real Market Improvement Value per square foot of land.
- **Partially Vacant** lands are identified on parcels that, while built, still contain significant unbuilt portions of land that could be further developed or subdivided and developed. These were manually identified parcels using a current building footprints layer, and checking against satellite imagery.
- **Potentially Redevelopable** lands are defined as parcels with limited improvements in terms of building value per square foot of land and are identified within the data by selecting parcels with \$.001 to \$2.50 Real Market Improvement Value per square foot of land.

Rights-of-way, parks, condominiums, and parcel remnants were removed the employment lands inventory, as were lands comprising the active use areas of the Astoria Regional Airport. The parcels resulting from this tiering and analysis are summarized and mapped in **Exhibits 22 and 23**.

**Exhibit 22. Buildable Employment Lands Inventory by Type, City of Warrenton, 2020**



Source: Clatsop County, 2020; Community Attributes, Inc., 2021

**Exhibit 23 Buildable Employment Lands Inventory by Zoning Category, City of Warrenton, 2020**

Source: Clatsop County, 2020; Community Attributes, Inc., 2021





The resulting parcels, in aggregate, were additionally segmented by size to further characterize the supply of buildable employment lands in Warrenton. **Exhibit 24** illustrates the total number of vacant, partially vacant, and potentially redevelopable parcels segmented by size and current City of Warrenton zoning designation. Most of the City’s medium-large and large buildable employment land sites are found in the industrial zones. While sub-one-acre sites can be found in every commercial and industrial zone in the City, and 1-5 acre sites can be found in all zones but CMU, Warrenton has only 11 large (20 acre +) sites and these are located in the I1, I2, and RC zones.

**Exhibit 24 Buildable Employment Lands by Parcel Size, City of Warrenton, 2020**

	Parcel Size				Total
	<1 Acre	1-5 Acres	5-20 Acres	>20 Acres	
C1 - General Commercial	310	40	12		<b>362</b>
C2 - Water Dependent	26	5			<b>31</b>
CMU - Mixed Use Commercial	63				<b>63</b>
I1 - General Industrial	68	36	15	6	<b>125</b>
I2 - Water Dependent Industrial	93	72	12	3	<b>180</b>
RC - Recreational Commercial	58	18	1	2	<b>79</b>
<b>Total</b>	<b>618</b>	<b>171</b>	<b>40</b>	<b>11</b>	<b>840</b>

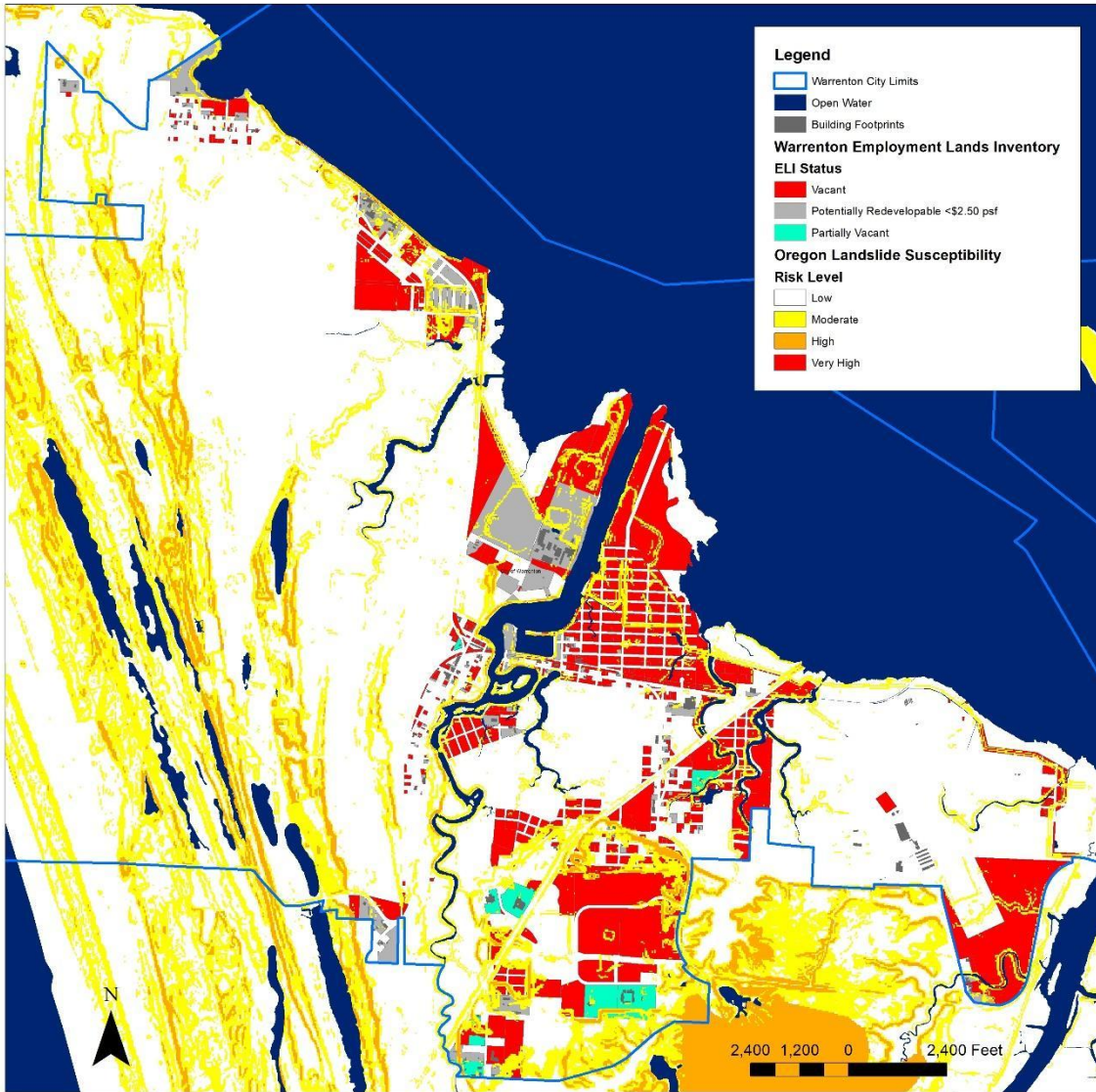
*Source: Clatsop County, 2020; Community Attributes, Inc., 2021*

### *Deductions from Buildable Employment Lands*

Using geographic information systems (GIS) a calculated “gross supply” figure (in terms of number of parcels, and parcel acres) of Vacant, Partially Vacant, and Potentially Redevelopable employment lands was converted to a “net supply” figure by deducting all or portions of land area that may not be buildable.

Deductions were made for critical areas including wetlands, steep slopes, and landslide prone areas. As it happened, the City of Warrenton contained no significant steep slope or landslide susceptibility encumbrances of the inventoried buildable employment lands (**Exhibit 25**), so only wetland deductions were made.

**Exhibit 25. Buildable Employment Lands Inventory and Landslide Susceptibility, City of Warrenton, 2020**



Source: Clatsop County, 2020; Community Attributes, Inc., 2020

In the City of Warrenton, inventoried wetlands are categorized as either locally significant, or non-locally significant wetlands. While for the most part new development is not permitted on locally significant wetlands (exceptions are possible with a City of Warrenton Hardship Variance (see Section 16.156.080)), development is permitted, with conditions, on non-locally significant wetlands. To develop such areas, the following are required:

1. A State of Oregon Wetland Removal-Fill Authorization.
2. Written verification from the Warrenton Community Development Director, or designee, that the affected wetland area is classified as “non-significant”

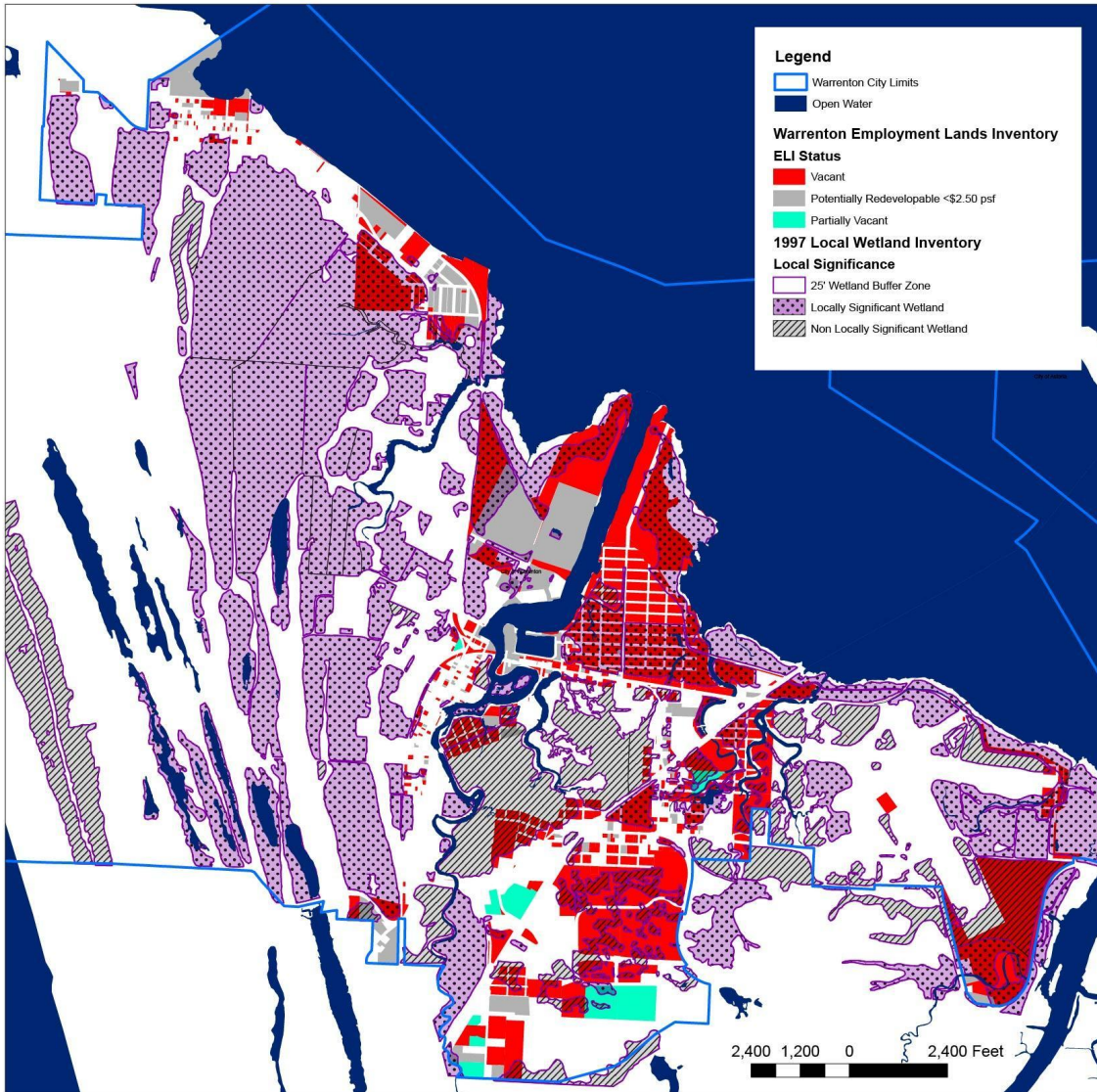
per the City of Warrenton Locally Significant Wetland Map dated October 17, 1997.

In addition, development within a 25' buffer around any wetland is also subject to:

1. A delineation of the wetland boundary, approved by the Oregon Division of State Lands.
2. A to-scale drawing that clearly delineates the wetland boundary, the proposed setback to the wetland area (if any), and existing trees and vegetation in the mapped wetland area.

For the purposes of this analysis, the additional expense imposed on a developer due to the encumbrances on development within non-locally significant wetlands was approximated by applying a 25% reduction to gross buildable parcel area lying within them, as calculated using GIS-based spatial analysis. Wetland buffers, developable with a wetland delineation only, were not reduced. **Exhibit 26** illustrates where the buildable employment lands overlap with wetlands and wetland buffers.

**Exhibit 26. Buildable Employment Lands Inventory and Wetland Status, City of Warrenton, 2020**



Source: Clatsop County, 2020; Community Attributes, Inc., 2020

Once all applicable wetlands-related deductions were made, an additional deduction of 17.5% (in line with County averages of 15%-20%) of the remaining parcel area was applied to account for the development of future public facilities and rights-of-way that would be required for new development.

*Net Land Supply by Zone*

After deductions, a net land supply is expressed in acres and represents an estimate of the amount of land within each set of zones that can accommodate additional employment through new, greenfield development or redevelopment of lower-intensity or lower-value uses. A summary of net land supply for each zone,

including an overview of the deductions applied to gross land supply to arrive at the final figure, is provided in **Exhibit 27**.

**Exhibit 27. Gross & Net Buildable Employment Lands by Employment Zone, City of Warrenton,**

1 Zoning Category			Tier 1	Tier 2	Tier 3	Total
			Vacant	Partially	Potentially	Vacant + Partially
			Lands***	Vacant	Redevelopable	Vacant + Potentially
				Lands***	Lands***	Redevelopable Lands
<b>CMU - Mixed Use Commercial</b>						
Total Zone Area (Acres)	55.39	Total Parcel Area (Acres)	6.89	0.00	2.45	9.34
Rights-of-Way / Parks /						
Condos / Slivers (Acres)**	21.29	a. Portion in Locally-Significant Wetlands****	2.09	0.00	0.00	2.09
Total Parcel Area, Exclusive of R.O.W.,	34.10	b. Portion in Non Locally-Significant Wetlands	0.00	0.00	0.00	0.00
Parks, Condos, Slivers (Acres)		c. Portion in Wetland Buffer Areas (25' around all wetlands)	0.23	0.00	0.00	0.23
		d. Portion Unencumbered / No Wetland or Buffer	4.57	0.00	2.45	7.02
		e. Portion in Steep Slopes and Slide Areas	0.00	0.00	0.00	0.00
		Total Gross Developable Area (d. + (b.-25%) + c.)	4.80	0.00	2.45	7.25
		Less Future Public Facilities & Infrastructure Set-Aside (17.5%)	0.84	0.00	0.43	1.27
		Total Net Buildable Parcel Area (Acres)	3.96	0.00	2.02	5.98
		Percent of Total Net Parcel Area in Zone (Acres)	12%	0%	6%	18%
		Number of Net Buildable Parcels (or portions if split-zoned)	47	0	16	63
<b>2 Zoning Category</b>						
			Tier 1	Tier 2	Tier 3	Total
			Vacant	Partially	Potentially	Vacant + Partially
			Lands***	Vacant	Redevelopable	Vacant + Potentially
				Lands***	Lands***	Redevelopable Lands
<b>C1 - General Commercial</b>						
Total Zone Area (Acres)	552.16	Total Parcel Area (Acres)	202.48	20.01	29.98	252.48
Rights-of-Way / Parks /						
Condos / Slivers (Acres)**	135.37	a. Portion in Locally-Significant Wetlands****	63.74	0.47	0.36	64.57
Total Parcel Area, Exclusive of R.O.W.,	416.79	b. Portion in Non Locally-Significant Wetlands	22.30	2.57	3.50	28.37
Parks, Condos, Slivers (Acres)		c. Portion in Wetland Buffer Areas (25' around all wetlands)	13.06	0.51	0.10	13.67
		d. Portion Unencumbered / No Wetland or Buffer	103.38	16.46	26.02	145.87
		e. Portion in Steep Slopes and Slide Areas	0.00	0.00	0.00	0.00
		Total Gross Developable Area (d. + (b.-25%) + c.)	133.17	18.90	28.75	180.81
		Less Future Public Facilities & Infrastructure Set-Aside (17.5%)	23.30	3.31	5.03	31.64
		Total Net Buildable Parcel Area (Acres)	109.86	15.59	23.72	149.17
		Percent of Total Net Parcel Area in Zone (Acres)	26%	4%	6%	36%
		Number of Net Buildable Parcels (or portions if split-zoned)	309	6	47	362
<b>3 Zoning Category</b>						
			Tier 1	Tier 2	Tier 3	Total
			Vacant	Partially	Potentially	Vacant + Partially
			Lands***	Vacant	Redevelopable	Vacant + Potentially
				Lands***	Lands***	Redevelopable Lands
<b>C2 - Water Dependent Commercial</b>						
Total Zone Area (Acres)	20.56	Total Parcel Area (Acres)	8.71	0.00	3.99	12.70
Rights-of-Way / Parks /						
Condos / Slivers (Acres)**	7.20	a. Portion in Locally-Significant Wetlands****	2.70	0.00	0.00	2.70
Total Parcel Area, Exclusive of R.O.W.,	13.36	b. Portion in Non Locally-Significant Wetlands	0.00	0.00	0.00	0.00
Parks, Condos, Slivers (Acres)		c. Portion in Wetland Buffer Areas (25' around all wetlands)	0.50	0.00	0.01	0.51
		d. Portion Unencumbered / No Wetland or Buffer	5.51	0.00	3.98	9.49
		e. Portion in Steep Slopes and Slide Areas	0.00	0.00	0.00	0.00
		Total Gross Developable Area (d. + (b.-25%) + c.)	6.01	0.00	3.99	10.00
		Less Future Public Facilities & Infrastructure Set-Aside (17.5%)	1.05	0.00	0.70	1.75
		Total Net Buildable Parcel Area (Acres)	4.96	0.00	3.30	8.25
		Percent of Total Net Parcel Area in Zone (Acres)	37%	0%	25%	62%
		Number of Net Buildable Parcels (or portions if split-zoned)	24	0	7	31

2020

**4 Zoning Category**

**RC - Recreational Commercial**

		<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Total</b>	
		Vacant Lands***	Partially Vacant Lands***	Potentially Redevelopable Lands***	Vacant + Partially Vacant + Potentially Redevelopable Lands	
Total Zone Area (Acres)	102.24	Total Parcel Area (Acres)	33.40	0.00	62.52	95.93
Rights-of-Way / Parks / Condos / Slivers (Acres)**	1.08	a. Portion in Locally-Significant Wetlands****	1.12	0.00	2.50	3.62
Total Parcel Area, Exclusive of R.O.W., Parks, Condos, Slivers (Acres)	101.16	b. Portion in Non Locally-Significant Wetlands	16.56	0.00	5.20	21.76
		c. Portion in Wetland Buffer Areas (25' around all wetlands)	1.65	0.00	1.06	2.71
		d. Portion Unencumbered / No Wetland or Buffer	14.07	0.00	53.76	67.84
		e. Portion in Steep Slopes and Slide Areas	0.00	0.00	0.00	0.00
		Total Gross Developable Area (d. + (b.-25%) + c.)	28.14	0.00	58.72	86.87
		Less Future Public Facilities & Infrastructure Set-Aside (17.5%)	4.93	0.00	10.28	15.20
		Total Net Buildable Parcel Area (Acres)	23.22	0.00	48.45	<b>71.66</b>
		Percent of Total Net Parcel Area in Zone (Acres)	23%	0%	48%	71%
		Number of Net Buildable Parcels (or portions if split-zoned)	64	0	15	79

**5 Zoning Category**

**I1 - General Industrial**

		<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Total</b>	
		Vacant Lands***	Partially Vacant Lands***	Potentially Redevelopable Lands***	Vacant + Partially Vacant + Potentially Redevelopable Lands	
Total Zone Area (Acres)(See NOTE)	683.05	Total Parcel Area (Acres)	432.02	34.37	76.53	542.92
Rights-of-Way / Parks / Condos / Slivers (Acres)**	94.17	a. Portion in Locally-Significant Wetlands****	89.74	2.25	21.26	113.25
Total Parcel Area, Exclusive of R.O.W., Parks, Condos, Slivers (Acres)	588.88	b. Portion in Non Locally-Significant Wetlands	154.82	1.15	18.84	174.81
		c. Portion in Wetland Buffer Areas (25' around all wetlands)	47.17	1.15	3.37	51.69
		d. Portion Unencumbered / No Wetland or Buffer	140.29	29.82	33.06	203.17
		e. Portion in Steep Slopes and Slide Areas	0.00	0.00	0.00	0.00
		Total Gross Developable Area (d. + (b.-25%) + c.)	303.57	31.83	50.56	385.96
		Less Future Public Facilities & Infrastructure Set-Aside (17.5%)	53.13	5.57	8.85	67.54
		Total Net Buildable Parcel Area (Acres)	250.45	26.26	41.71	<b>318.42</b>
		Percent of Total Net Parcel Area in Zone (Acres)	43%	4%	7%	54%
		Number of Net Buildable Parcels (or portions if split-zoned)	111	3	11	125

NOTE: The area zoned General Industrial comprising the Astoria Regional Airport has been removed from this figure.

**6 Zoning Category**

**I2 - Water Dependent Industrial**

		<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Total</b>	
		Vacant Lands***	Partially Vacant Lands***	Potentially Redevelopable Lands***	Vacant + Partially Vacant + Potentially Redevelopable Lands	
Total Zone Area (Acres)	570.21	Total Parcel Area (Acres)	355.54	0.00	90.99	446.53
Rights-of-Way / Parks / Condos / Slivers (Acres)**	113.55	a. Portion in Locally-Significant Wetlands****	185.25	0.00	1.90	187.15
Total Parcel Area, Exclusive of R.O.W., Parks, Condos, Slivers (Acres)	456.66	b. Portion in Non Locally-Significant Wetlands	3.39	0.00	0.00	3.39
		c. Portion in Wetland Buffer Areas (25' around all wetlands)	11.27	0.00	1.37	12.64
		d. Portion Unencumbered / No Wetland or Buffer	155.63	0.00	87.72	243.35
		e. Portion in Steep Slopes and Slide Areas	0.00	0.00	0.00	0.00
		Total Gross Developable Area (d. + (b.-25%) + c.)	169.44	0.00	89.09	258.53
		Less Future Public Facilities & Infrastructure Set-Aside (17.5%)	29.65	0.00	15.59	45.24
		Total Net Buildable Parcel Area (Acres)	139.79	0.00	73.50	<b>213.29</b>
		Percent of Total Net Parcel Area in Zone (Acres)	31%	0%	16%	47%
		Number of Net Buildable Parcels (or portions if split-zoned)	167	0	13	180

**Total Parcel Area Exclusive of R.O.W.,  
Parks, Condos, Slivers & Airport (Acres) 1,610.94**

**Total Net Supply 766.77**  
**Total Net Supply as Percentage of Total Parcel Area 48%**

\* See Methodology for Collapsed Zone definitions.  
 \*\* Rights-of-Way include roads, highways, etc. as delineated in the source data.  
 \*\*\* See Methodology for definitions of "Vacant", "Partially Vacant", and "Potentially Redevelopable" lands.  
 \*\*\*\* Not Developable. See Methodology for detailed explanation of Critical Deductions.

Source: Clatsop County, 2020; Community Attributes, Inc., 2020

## Land Demand Methods and Analysis

Translating a growth forecast into demand for employment land requires an understanding of how much square footage can be built on any given parcel and an understanding of how many square feet are required to house each employee. These variables are expressed below in a series of equations, each of which is explained to clarify the process of calculating demand for employment land.

$$(new\ employment\ by\ zone) \times (square\ feet\ per\ employee) = (built\ square\ feet\ demanded\ by\ zone)$$

New employment is given in the forecast. **Exhibit 28** illustrates the allocation of new jobs from each industry sector to an aggregate zone category used in the land supply analysis. Because mixed-use zones are designed to capture a broad array of uses, and because the City does not have a significant amount of developable mixed-use-zoned land, it is assumed that the majority of all jobs will be accommodated on either commercial or industrial lands.

**Exhibit 28. Allocation of Forecasted Jobs to Zone Categories**

Industry Sector	2019	2040	Net New Jobs '19-'40	Zone Category
Accommodation and Food Services	294	345	51	Commercial
Administration & Support, Waste Management...	137	143	6	Commercial
Agriculture, Forestry, Fishing and Hunting	4	5	0	Industrial
Arts, Entertainment, and Recreation	22	32	10	Commercial
Construction	145	187	42	Industrial
Educational Services	284	342	58	Commercial
Finance and Insurance	34	38	4	Commercial
Health Care and Social Assistance	161	193	33	Commercial
Information	15	15	0	Commercial
Management of Companies and Enterprises	0	0	0	Commercial
Manufacturing	513	530	17	Industrial
Mining, Quarrying, and Oil and Gas Extraction	0	0	0	Industrial
Other Services (excluding Public Administration)	121	129	8	Commercial
Professional, Scientific, and Technical Services	58	72	14	Commercial
Public Administration	97	107	10	Commercial
Real Estate and Rental and Leasing	19	23	4	Commercial
Retail Trade	1,073	1,561	488	Commercial
Transportation and Warehousing	90	94	4	Industrial
Utilities	4	4	0	Industrial
Wholesale Trade	23	24	1	Commercial
<b>Total</b>	<b>3,100</b>	<b>3,840</b>	<b>740</b>	

Source: U.S. Census Bureau's Longitudinal Employer-Household Dynamics (LEHD), 2020; Community Attributes, Inc., 2020

The number of built square feet per employee varies greatly across industry sectors and geographies. For example, office uses in major metropolitan areas are seeing

reductions in the number of square feet needed per employee due to changes in office design and employee preference; an assumption for the square footage needed per office employee in downtown Portland may range from 200-300 square feet, while smaller or rural communities, where high-rise, technology-centered offices and tenants are less common, may require a higher and more traditional number of square feet. Other commercial uses, such as retail, generally require a more moderate 500-700 square feet per employee, while some industries, like wholesale trade, may need more than 1,000 square feet per employee. Because of this broad range, and because Warrenton's employment forecast shows significant increases in retail jobs, the assumption used in this study is 500 square feet per employee as an average across all commercial uses.

Multiplying new employment in each industry by the square footage required to house an average employee across the industries in each zone category yields the number of building square feet needed to accommodate the forecasted employment growth.

$$(built\ square\ feet\ demanded\ by\ zone) / (FAR) = (land\ square\ feet\ demanded\ by\ zone)$$

To obtain an estimate of how much square footage can be built on any given parcel, a representative floor-to-area ratio (FAR) is applied to each zone category. FAR is the ratio of total built square footage to total land square footage, and is expressed as a decimal. For the purposes of this analysis, broadly representative assumptions are used for FAR, informed by a literature review and past buildable lands experience. This study estimates commercial FAR at .25, with a lower FAR for industrial development, and a higher FAR for mixed-use (which, if present, may be more likely to feature two- or three-story buildings as a means to integrate the different uses).

Dividing the built square feet demanded by the FAR yields the number of land square feet needed to accommodate the forecasted employment growth.

$$(land\ square\ feet\ demanded\ by\ zone) / 43,560 = (acres\ demanded\ by\ zone)$$

There are 43,560 square feet in each acre. Dividing the land square feet demanded by zone by 43,560 converts the land demand estimate into acres needed to accommodate the forecasted employment growth in each zone category. **Exhibit 29** provides a summary of land demand, based on forecasted employment growth, by the general commercial and industrial zone categories used in the land supply analysis.



### Exhibit 29. Employment Land Demand Summary

Zone Category	Net New Jobs '19-'40	Assumed SF per Job	Assumed FAR	Land Demand (acres)
Commercial	686	500	0.25	31.5
Industrial	63	1,500	0.15	14.5
Mixed-Use	0	500	0.35	0

Source: U.S. Census Bureau's Longitudinal Employer-Household Dynamics (LEHD), 2020; Community Attributes, Inc., 2020

### Reconciling Land Supply With Demand

In total, the foregoing analyses indicates indicate a supply of **767 acres** of vacant, partially vacant, or redevelopable employment land spread across 840 parcels in Warrenton to accommodate future employment growth for the 20-year planning time horizon. This represents about 48% of the total current land area in Warrenton's six employment-supporting zones.

The total projected demand for all types of employment land for the same period totals only **46 acres**. These analyses indicate that the City of Warrenton has more than enough land – a total surplus of **649 acres** – to meet its forecast growth and would have enough even if growth were to significantly outpace current forecasts. **Exhibit 30** compares this demand with supply by commercial and industrial zone categories, indicating the surpluses for each.

### Exhibit 30. Comparison of Employment Land Demand with Supply

Zone Category	Net New Jobs '19-'40	Assumed SF per Job	Assumed FAR	Land Demand (acres)	Land Supply (acres)	Surplus (Shortage)
Commercial	686	500	0.25	31.5	157.4	125.9
Industrial	63	1,500	0.15	14.5	531.7	517.2
Mixed-Use	0	500	0.35	0	6.0	6.0

Source: U.S. Census Bureau's Longitudinal Employer-Household Dynamics (LEHD), 2020; Community Attributes, Inc., 2020

While it would appear that Warrenton has more than sufficient supply in terms of raw land acreage to accommodate forecasted growth, wetlands and infrastructure provision represent significant challenges to real-world development of these lands. Given the additional regulatory complexity around development in non-significant wetland areas and wetland buffers (including oversight by multiple federal and state agencies such as the Army Corps of Engineers and the Oregon Department of State Lands (DSL)), the City of Warrenton would do well to consider specific policies or regulatory changes in the future to address these constraints and other barriers to development.

## *Site Size Considerations*

In addition to wetlands, infrastructure and other constraints, site size and configuration are also important factors to consider when assessing the suitability of Warrenton’s employment land supply for projected demand for the 20-year planning period.

In order to model the segmentation of demand for Warrenton’s employment land by site size, a job density figure was first calculated for each zone category (commercial and industrial) based on existing employment and developed parcel statistics for Warrenton as of 2019 (**Exhibit 31**).

**Exhibit 31. Job Density by Zone Category, City of Warrenton, 2019**

Zone Category	Total Jobs (2019)	Total Developed Parcel Area per Category, 2019 (Ac)*	2019 Job Density (Jobs per Developed Acre)
Commercial (& CMU)	8,275	195.0	42.4
Industrial	94	56.1	1.7

*\* Total developed parcel area is exclusive of rights-of-way, parks, condominiums, and parcel remnants.*

*Source: U.S. Census Bureau’s Longitudinal Employer-Household Dynamics (LEHD), 2020; Clatsop County Assessor, 2019; Community Attributes, Inc., 2020*

In **Exhibit 32**, this job density figure by category was combined with a measure of the average size of developed sites by zone to estimate the number of new sites needed at that average size for each zone. Forecast employment was apportioned by zone based on land supply available for each. As an example, the average size of developed sites in Warrenton’s C1 General Commercial Zone was .61 acres in 2019. To accommodate a growth of 554 jobs in that zone at an average commercial job density of 42.4 jobs per acre, Warrenton would need around 21 sites of that size.

**Exhibit 32. Existing Average Site Size & Projected New Sites Needed**

Existing Zone	Average Size of Developed Sites (Ac)	Net Employment Land Supply (%)*	New Employment by Zone*	2019 Job Density (Jobs per Developed Ac)	Number of New Sites Needed
<b>Commercial</b>					
C1 - General Commercial	0.61	63%	554	42.4	21
C2 - Water Dependent Commercial	0.22	4%	31		3
CMU - Mixed Use Commercial	0.18	3%	22		3
RC - Recreational Commercial	0.51	30%	266		12
<b>Industrial</b>					
I1 - General Industrial	0.77	60%	2	1.7	2
I2 - Water Dependent Industrial	1.66	40%	2		1

\* Percent figure refers to percent of total commercial or industrial net employment land inventory acreage for each zone. See Exhibit 27.

\*\* Apportioned by zone according to proportions of net employment land inventory supply available to accommodate remaining growth for the period 2019-2040.

Source: U.S. Census Bureau’s Longitudinal Employer-Household Dynamics (LEHD), 2020; Clatsop County Assessor, 2019; Community Attributes, Inc., 2020

The average size of developed sites ranges from .18 acres for the CMU Commercial Mixed-Use zone up to .61 for the General Commercial zone, and from .77 acres for I1 General Industrial sites up to 1.66 acres for I2 Water Dependent sites. In total, the exercise estimates a demand of almost 40 parcels under one acre in size for Warrenton’s commercial zones, compared with a supply of almost 457 (see **Exhibit 24** in the Land Supply section) commercially-zoned parcels of that size. For industrial lands, two three-quarter acre sites and one 1.66 acre site could be easily accommodated given the supply of 68 and 72 sites of those sizes in Warrenton’s land supply, respectively (**Exhibit 24**).

Average parcel sizes are, of course, based on a range of developed parcel sizes and this too can be illustrative in considering the size of sites likely to be needed for future growth. **Exhibit 33** illustrates demand by a range of sizes based on the actual distribution (histogram) of currently developed site sizes. For commercially-zoned (including CMU) lands in Warrenton in 2019, developed site sizes ranged from .04 to 17.3 acres. For industrially-zoned lands, developed site sizes ranged from .03 to 4.7 acres. If the aggregate demand of 39 commercial sites and 3 industrial sites were mapped to the current distribution of site sizes, the results would approximate those in **Exhibit 33** – again with a significant surplus of each site size in supply.

**Exhibit 33. Land Demand by Current Developed Site Distribution, City of Warrenton, 2019**

Zone Category	Range of Site Sizes				Total
	<1 Acre	1-5 Acres	5-20 Acres	>20 Acres	
Commercial Demand	36	2	1	0	39
Commercial Supply	457	63	13	2	535
<b>Surplus (Shortage)</b>	421	61	12	2	496
Industrial Demand	2	1	0	0	3
Industrial Supply	161	108	27	9	305
<b>Surplus (Shortage)</b>	159	107	27	9	302

Source: U.S. Census Bureau’s Longitudinal Employer-Household Dynamics (LEHD), 2020; Clatsop County Assessor, 2019; Community Attributes, Inc., 2020

### Commercial Zones Discussion

Demand for commercial land is forecast to total 31.5 acres through 2040. That is a small percentage of all vacant and redevelopable commercial land in Warrenton and

suggests that Warrenton has more than 204 acres of surplus potentially buildable commercial land available (plus some mixed-use land that could accommodate commercial uses) should commercial employment increase faster than the forecast suggests. One consideration is the availability of water-dependent commercial land; if a significant portion of the commercial demand requires water access, then it may exceed the number of water-dependent acres available, even if there are other non-water-dependent commercial lands available.

- **Commercial Mixed-Use Zone** includes about 55 acres of parcel area. Of that sum, 21 acres are excluded from gross land supply due to rights of way, parks and other parcel limitations, resulting in 34 acres of total parcel area. After deductions for critical areas and future public facilities (described in Methods section, above), a net supply of 63 parcels totaling approximately 6 acres is buildable – either vacant, partially vacant, or potentially redevelopable.
- **General Commercial Zone** includes about 552 acres of parcel area. Of that sum, 135 acres are excluded from gross land supply due to rights of way, parks and other parcel limitations, resulting in 417 acres of total parcel area. After deductions for critical areas and future public facilities (described in Methods section, above), a net supply of 362 parcels totaling approximately 149 acres is buildable – either vacant, partially vacant, or potentially redevelopable.
- **Water Dependent Commercial Zone** includes about 21 acres of parcel area. Of that sum, 7 acres are excluded from gross land supply due to rights of way, parks and other parcel limitations, resulting in 13 acres of total parcel area. After deductions for critical areas and future public facilities (described in Methods section, above), a net supply of 31 parcels totaling approximately 8.25 acres is buildable – either vacant, partially vacant, or potentially redevelopable.
- **Recreational Commercial Zone** includes about 102 acres of parcel area. Of that sum, 1 acre is excluded from gross land supply due to rights of way, parks and other parcel limitations, resulting in 101 acres of total parcel area. After deductions for critical areas and future public facilities (described in Methods section, above), a net supply of 79 parcels totaling approximately 72 acres is buildable – either vacant, partially vacant, or potentially redevelopable.

### *Industrial Zones Discussion*

Demand for industrial land is anticipated to total 14.5 acres through 2040. That is a small percentage of all vacant and redevelopable industrial land in Warrenton and suggests that Warrenton has more than 532 acres of surplus potentially buildable industrial land available should industrial employment increase faster than the forecast suggests. As with the commercial categories, a consideration is the availability of water-dependent industrial land; if a significant portion of the industrial demand requires water access, then it may exceed the number of water-dependent acres available, even if there are other non-water-dependent industrial lands available.

- **General Industrial Zone** includes about 1683 acres of parcel area. Of that sum, 94 acres are excluded from gross land supply due to rights of way, parks and other parcel limitations, resulting in 589 acres of total parcel area (the presently active Astoria Regional Airport parcels were also removed from this analysis). After deductions for critical areas and future public facilities (described in Methods section, above), a net supply of 125 parcels totaling approximately 318 acres is buildable – either vacant, partially vacant, or potentially redevelopable.
- **Water Dependent Industrial Zone** includes about 570 acres of parcel area. Of that sum, 114 acres are excluded from gross land supply due to rights of way, parks and other parcel limitations, resulting in 456 acres of total parcel area. After deductions for critical areas and future public facilities (described in Methods section, above), a net supply of 180 parcels totaling approximately 213 acres is buildable – either vacant, partially vacant, or potentially redevelopable.

### *Land Supply and Demand Summary*

**Warrenton’s available lands span a range of site sizes.** For commercial uses, most of the employment forecasted is in retail or accommodation and food services. Warrenton has expressed a desire to focus growth in these sectors on smaller-footprint, non-big box retail in downtown. To that end, there are no fewer than 19 parcels of less than one acre and zoned for commercial use in downtown Warrenton alone. Larger retail development can be accommodated as well, as Warrenton has several contiguous redevelopable commercial parcels of three to five acres, which could be assembled for larger projects. Only 14.5 acres of commercial land are projected to be needed to meet demand, and Warrenton has multiple industrial sites of less than five acres, five to 10 acres, and more than 10 acres, many of which are contiguous and could be assembled to accommodate larger projects.

## COMMUNITY ECONOMIC DEVELOPMENT POTENTIAL

Initial stakeholder engagement – including advisory committee meetings, stakeholder interviews, and four industry focus group meetings – conducted in the first months of 2021 generated a broad array of insights and ideas around the direction and types of economic growth that may be possible for the City of Warrenton.

The following major themes derive from a synthesis of the foregoing data-driven analysis of economic opportunities, as well as from these rich discussions with area stakeholders, residents, officials, and businesses.

### Infrastructure is both a challenge and an opportunity.

Water, water, everywhere. Parts of Warrenton are undevelopable or present challenges due to the extensive presence of wetlands and flood zones and related cost burdens associated with mitigation and / or new infrastructure provision. At the same time, wetlands confer incalculable benefits to the city and its economy via the provision of valuable ecosystem services and as eco-tourism and recreation assets. In addition, proximity to maritime industry infrastructure, access to supplies of pristine freshwater, and related economic assets and anchors in the shipping, fishing, tourism and other industries represent tremendous, underutilized potential for sustainable economic growth in legacy and emerging industries.

### Creative solutions to revenue can drive unique growth.

Tax revenues for the City of Warrenton are not sustainable. Significant growth may be difficult to achieve through new development alone. Warrenton cannot build its way out of a fiscally constrained tax structure (1.6 tax rate) However, creative development solutions such as licensing, payment in lieu of taxes, and public-private partnerships could yield both new sources of revenue, as well as result in unique, creative economic assets to further differentiate the City's offerings from those of its neighbors in Clatsop County.

### Development should provide for visitors while remaining focused on residents.

We heard time and again that while tourism, hospitality, and entertainment are key and valued pieces of the local economy and represent important avenues of growth, it is imperative that economic development in Warrenton also remain focused on local residents and businesses and what they value most about their communities. This may also include a shift away from big-box retail growth in favor of opportunities in other industries with broader benefits to local residents.

## Local workforce development and retention is key.

Local industries, including commercial fishing and processing, logging and timber, retail, and tourism / hospitality all speak of the need to better transition and retain increasingly skilled workers from local educational institutions into needed roles in their sectors – and to find ways to retain them. Strengthening partnerships among Career Technical Education programs and Clatsop Community College is a key opportunity for the region to be economically competitive.

Apart from strengthening the linkages between schools or training and industry, housing is a key part of the puzzle for greater Warrenton.

## Local natural resources provide quality of life *and* economic sustenance.

While half of Warrenton’s economy is still “fish and trees,” these same resources are also at the source of the region’s tremendous and unique quality of life. As such, they must be both closely managed for sustainability, and effectively leveraged to attract and retain new and expanded economic opportunities in the form of skilled workers, residents, new companies, entrepreneurs, and private investment.



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
 FROM: Dawne Shaw, City Recorder  
 DATE: July 26, 2022  
 SUBJ: Consideration to Place the Head Start Deed Transfer on the  
 November Ballot (Resolution No. 2632)

### SUMMARY

At the June 14, 2022, City Commission meeting, there was consensus to place the Head Start Deed transfer to Clatsop Community Action on the November Ballot. The Deed transfer includes a reversionary clause, in the event Clatsop Community Action ceases its operations as a Head Start facility. The attached resolution adopts the Ballot Title and authorizes placing it on the ballot for the November 8, 2022, election.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to adopt Resolution No. 2632; Authorizing an Election on November 8, 2022, and adopting the Ballot title: Deed Head Start Property to Clatsop County Community Action."*

### ALTERNATIVE

Other action as deemed appropriate by the City Commission

### FISCAL IMPACT

If the Deed transfer does not take place, the ownership and maintenance responsibility of the Head Start building will remain with the City of Warrenton.

Approved by City Manager:

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



RESOLUTION NO. 2632

Introduced by: All Commissioners

AUTHORIZING AN ELECTION ON NOVEMBER 8, 2022, IN THE CITY OF  
WARRENTON FOR THE PURPOSE OF DEEDING THE HEAD START BUILDING AND  
PROPERTY TO CLATSOP COMMUNITY ACTION

The Warrenton City Commission resolves as follows:

SECTION 1. That an election be held on November 8, 2022, for the purpose of voting on a transfer of ownership and responsibility for repairs and maintenance of the Head Start property to Clatsop Community Action.

SECTION 2. The ballot title, submitted directly to the people, shall be as follows:

**CAPTION: DEED HEAD START PROPERTY TO CLATSOP COMMUNITY ACTION**

**QUESTION:** Shall City Deed Head Start Building and Property to Clatsop Community Action?

**SUMMARY:** Passage of this measure will authorize the City to Deed the Head Start Building and property to Clatsop Community Action. The City partnered with Clatsop Community Action to build the Head Start Facility with a Community Block Grant and then entered into a long-term lease in 1996. The passage of this measure will transfer ownership and responsibility for repairs and maintenance of the property to Clatsop Community Action Team.

The Deed will include a reversionary clause for the property to revert back to the city in the event Clatsop Community Action ceases its operation as a Head Start Facility.

SECTION 3: The City Elections Officer is hereby directed to give notice of said elections, as required by law.

SECTION 4: This resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton this 26<sup>th</sup> day of July 2022.

APPROVED

\_\_\_\_\_  
Henry A. Balensifer III, Mayor

ATTEST

\_\_\_\_\_  
Dawne Shaw, CMC, City Recorder



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
 FROM: Collin Stelzig, Public Works Director  
 DATE: July 26, 2022  
 SUBJ: Warrenton WTP Roof Replacement

### SUMMARY

The Warrenton Water Treatment Plant is experiencing continued water intrusion into its interior space. The City of Warrenton hired Strongwork Architecture to investigate the water intrusion. Strongwork was also contracted to prepare bid documents to modify the existing roof conditions to address the intrusion issues. Strongwork has recently completed these bid documents.

Public Works is seeking Commission approval to advertise the request for bids for the Warrenton WTP Roof Replacement project. Bid items will include removing and replacing the existing roof with standing seam metal roof panels. The water treatment facility budget for this construction is \$400,000.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to approve advertising the request for bids for the Warrenton WTP Roof Replacement Project."*

### ALTERNATIVE

- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

### FISCAL IMPACT

This project has been approved by the City Commission and is included in the City of Warrenton 2022-2023 adopted budget.

Approved by City Manager:

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

# WARRENTON WTP ROOF MODIFICATIONS

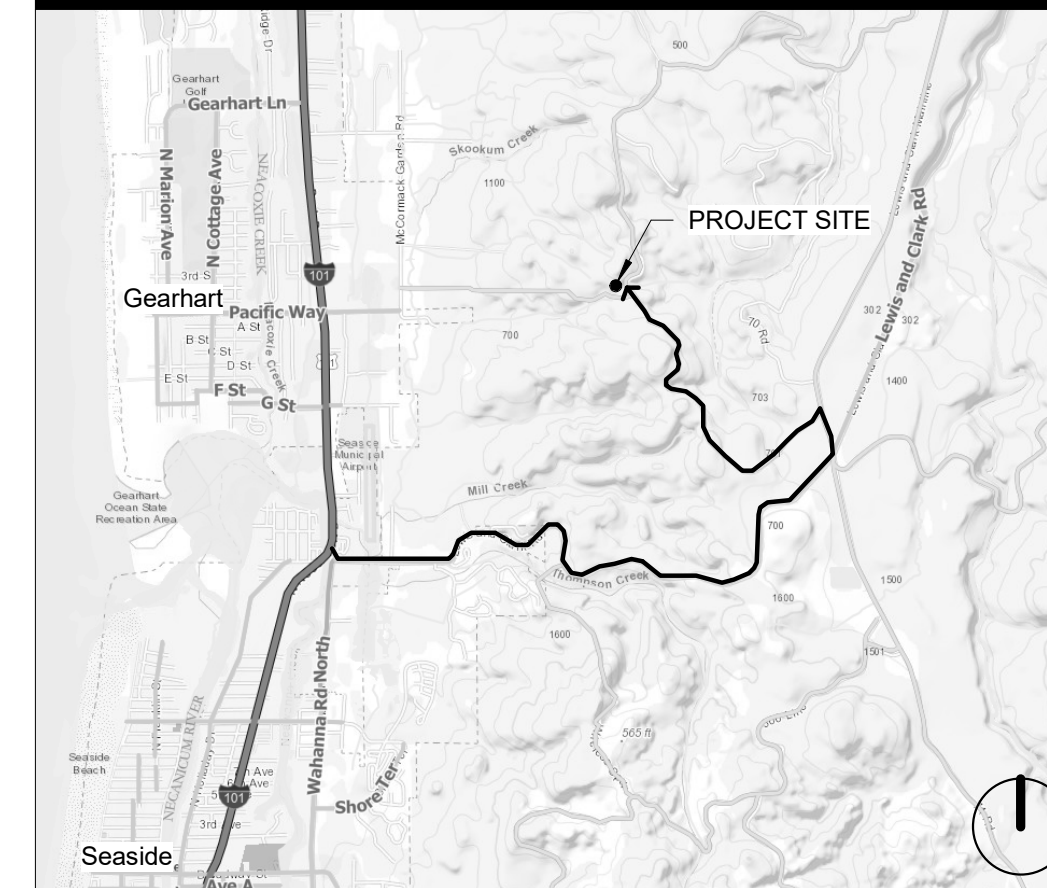
## GENERAL NOTES

- COMPLY WITH ALL LOCAL JURISDICTION EROSION CONTROL REQUIREMENTS.
- CONTRACTOR SHALL VERIFY AND COORDINATE ALL NEW AND EXISTING CONDITIONS AND DIMENSIONS AT JOB SITE FOR COMPARISON WITH DRAWINGS AND SPECIFICATION PRIOR TO START OF AND DURING CONSTRUCTION. IF ANY DISCREPANCIES, INCONSISTENCIES OR OMISSIONS ARE FOUND, THE ARCHITECT SHALL BE NOTIFIED, IN WRITING FOR CLARIFICATION PRIOR TO PROCEEDING WITH WORK.
- CONTRACTOR IS RESPONSIBLE FOR REVIEWING AND COORDINATING INFORMATION SHOWN ON ARCHITECTURAL AND STRUCTURAL DRAWINGS. IF ANY DISCREPANCIES ARE FOUND, ALERT ARCHITECT IN WRITING IMMEDIATELY.
- CONTRACTOR SHALL ADHERE TO ALL CODES, AND REGULATIONS GOVERNING BUILDING ACCESS AND THE USE OF FACILITIES AS SET BY FEDERAL, STATE, AND LOCAL CODES. THE JURISDICTION HAVING AUTHORITY AND THE BUILDING OWNER.
- DO NOT SCALE DRAWINGS. CONTRACTOR SHALL RELY ON WRITTEN DIMENSION AS GIVEN. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT FOR CLARIFICATIONS. ALL DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTOR AND COORDINATED WITH ALL OF THE WORK OF ALL TRADES. IF DISCREPANCIES ARE FOUND, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING FOR CLARIFICATION BEFORE THE COMMENCEMENT OR RESUMPTION OF WORK.
- ALL STANDARD CONSTRUCTION SHALL CONFORM TO THE STANDARD DETAILS EXCEPT AS EXPLICITLY SUPERSEDED BY SPECIFIC DESIGN DETAILS GIVEN.
- LARGE SCALE DRAWINGS TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS AT ALL TIMES EXCEPT AS OTHERWISE NOTED.
- THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, EQUIPMENT, TRANSPORTATION AND SERVICES NECESSARY FOR THE SATISFACTORY COMPLETION OF WORK UNLESS DESIGNATED (N.I.C.) OR (O.F.O.I.) OR (O.F.C.I.).
- CONTRACTOR SHALL COMPLY OBTAIN AND PAY FOR ALL REQUIRED FEES, PERMITS, AND INSPECTIONS ASSESSED BY ANY GOVERNMENTAL AGENCY OR UTILITY COMPANY.
- CONTRACTOR AND HIS SUBCONTRACTOR(S) SHALL TAKE CAUTION WHEN WORKING AROUND THE EXISTING UTILITIES AND UNDERGROUND LINES.
- AT ALL TIMES THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING THE SAFETY OF PERSONS AND PROPERTY, DESIGN ADEQUACY AND SAFETY OR ERECTION BRACING SHORING, TEMPORARY SUPPORT, ETC. THE ARCHITECT'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF ADEQUACY OR THE CONTRACTOR'S SAFETY MEASURES.
- THE CONTRACTOR SHALL WARRANT THAT ALL MATERIALS AND WORKMANSHIP ARE IN COMPLIANCE WITH THE DRAWINGS AND SPECIFICATIONS, AND ALL CHANGES HAVE THE APPROVAL OF THE ARCHITECT.
- THE CONTRACTOR IS RESPONSIBLE TO COMPARE AND COORDINATE ALL DRAWINGS FOR PROPER FIT AND ATTACHMENT OF ALL PARTS. DETAILS NOT SHOWN, NOR DETAILED ON DRAWINGS, NOR CALLED FOR IN THESE NOTES SHALL BE CONSTRUCTED TO SAME SIZE AND CHARACTER AS FOR SIMILAR CONDITIONS WHICH ARE SHOWN, DETAILED SPECIFICATIONS, OR COMMONLY CONSTRUCTED IN THE INDUSTRY.
- ABBREVIATIONS THROUGHOUT THE PLANS ARE THOSE IN COMMON USE. NOTIFY THE ARCHITECT OF ANY ABBREVIATIONS IN QUESTION.
- THE CONTRACTOR SHALL VERIFY ALL ELECTRICAL AND PLUMBING ROUGH-IN LOCATIONS FOR ANY SPECIAL EQUIPMENT WITH THE SUPPLIER OF SUCH EQUIPMENT.
- THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THAT OF THEIR SEPARATE CONTRACTORS SUCH AS WINDOWS, ETC. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION AND REQUIRED CLEARANCES OF THE EQUIPMENT. NO STRUCTURAL MEMBER SHALL BE OMITTED, NOTCHED, CUT, BLOCKED OUT, OR RELOCATED WITHOUT PRIOR APPROVAL BY THE ARCHITECT OR ENGINEER.
- THE CONTRACTOR OF EACH TRADE SHALL KEEP THE PREMISES CLEAN AT ALL TIMES AND SHALL REMOVE ALL RUBBISH AS OFTEN AS REQUIRED FOR THE CONSTRUCTION AND FOR CONVENIENCE OF THE OWNER.
- PROTECTIVE MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO PROTECT ADJACENT PROPERTY AT ALL TIMES DURING CONSTRUCTION INCLUDING MEASURES NEEDED SO AS NOT TO CAUSE ANY MUD, SILT, OR DEBRIS DEPOSITS ONTO PUBLIC OR PRIVATE PROPERTY.
- ALL TEMPORARY BRACING AND SHORING SHALL BE DESIGNED TO SUSTAIN ALL CONTRACTION LOADS, SOIL PRESSURE, LATERAL AND OTHER LOADS TO WHICH THE STRUCTURE MAY BE SUBJECTED.
- IF THE CONTRACTOR ASCERTAINS AT ANY TIME THAT REQUIREMENTS OF THIS CONTRACT CONFLICT WITH, OR ARE IN VIOLATION OF, APPLICABLE LAWS, CODES, REGULATIONS AND ORDINANCES, HE SHALL NOT PROCEED WITH WORK IN QUESTION, EXCEPT AT HIS OWN RISK, UNTIL ARCHITECT HAS BEEN NOTIFIED IN WRITING AND WRITTEN DETERMINATION IS MADE BY THE ARCHITECT. WHERE COMPLETED OR PARTIALLY COMPLETED WORK IS DISCOVERED TO BE IN VIOLATION WITH APPLICABLE LAWS, CODES REGULATIONS AND ORDINANCES, CONTRACTOR SHALL BE REQUIRED TO REMOVE THAT WORK FROM THE PROJECT AND REPLACE SUCH WORK WITH ALL NEW COMPLYING WORK AT NO ADDITIONAL COST TO THE OWNER OR ARCHITECT.
- ALL WORK SHALL BE PERFORMED IN A INDUSTRY STANDARD WORKMANSHIP MANNER.
- CONTRACTOR RESPONSIBLE FOR ALL MEANS AND METHODS OF CONSTRUCTION.
- DIMENSIONS TO (E) ELEMENTS TO FACE OF FINISH. DIMENSIONS TO (N) ELEMENTS TO FACE OF FRAMING

## ABBREVIATIONS

ABV	ABOVE
ACC	ACCESSORY
AFF	ABOVE FINISHING FLOOR
BLKG	BLOCKING
CLST	CLOSET
C.I.	CONTINUOUS INSULATION
DBL	DOUBLE
DN	DOWN
MSTR	MASTER
CL	CENTERLINE
CFCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED
EN	CONCRETE
CONC	CONTINUOUS
CONT	COMMON PATH OF TRAVEL
CPT	DEMOLISH/DEMOLITION
DEMO	DOWNSPOUT
DS	EXISTING
(E)	EQUAL
EQ	END NAIL
EN	EXIT TRAVEL DISTANCE
ETD	FLOOR
FLR	GENERAL CONTRACTOR
GC	GYPSPUM WALL BOARD
GYP	HEIGHT
HT	HR
HR	INFORMATION
INFO	LAYER
LYR	MAXIMUM
MAX	MANUFACTURER
MFR	MINIMUM
MIN	NEW
(N)	NOT TO SCALE
NTS	NATIONAL FIRE PROTECTION ASSOCIATION
NFPA	NATIONAL ROOFING CONTRACTORS ASSOCIATION
NRCA	OWNER FURNISHED OWNER INSTALLED
OFOI	OWNER FURNISHED OWNER CONTRACTOR INSTALLED
OFCI	PRE-MANUFACTURED PRESSURE TREATED
PRE-MFR	REQUIRED
PT	(S) SIMPSON
REQ'D	SINGLE FAMILY RESIDENCE
(S)	SLAB ON GRADE
SFR	T.O.
SOG	TYP
T.O.	UNQ
TYP	UNLESS NOTED OTHERWISE
UNQ	VERIFY
VFY	V.O.S.
V.O.S.	VERIFY ON SITE
WIN	WINDOW
WTP	WATER TREATMENT PLANT
WRB	WEATHER RESISTIVE BARRIER

## VICINITY MAP



## SHEET INDEX

A0.0	COVER, INFO, NOTES
A1.4	FLOOR PLAN
A1.5	ROOF PLAN
A2.0	ELEVATIONS
A3.0	SECTIONS
A5.0	ASSEMBLIES & DETAILS

## PROJECT INFORMATION

**PROJECT DESCRIPTION**  
ROOF REPAIR / REPLACEMENT OF EXISTING 1-STORY WATER TREATMENT FACILITY.

**ARCHITECT**  
STRONGWORK ARCHITECTURE LLC  
CONTACT: ALAN ARMSTRONG  
SE SHERRETT ST, UNIT A  
PORTLAND, OR 97222  
503.966.1816  
ALAN@STRONGWORKARCHITECTURE.COM

**PROPERTY OWNER**  
CITY OF WARRENTON  
CONTACT: COLLIN STELZIG, PE  
PUBLIC WORKS DIRECTOR  
503.861.0912  
P.O. BOX 250 | 45 SW 2ND STREET  
WARRENTON, OR 97146

**PROPERTY INFO**  
86646 LEWIS AND CLARK ROAD  
SEASIDE, OR 97138

PROPERTY ID: 51304  
TAX LOT: 610000000704  
LOT SIZE: 5.0 AC

SQ.FT.: 11,150 SF

**STORMWATER MANAGEMENT**  
NO CHANGE TO IMPERVIOUS AREA.

**BUILDING CODE INFO**  
CODE APPLICABILITY:  
2019 OSSC  
2021 OEEESC / ASHRAE 90.1-2019

## LEGEND

	NORTH ARROW
	EXTERIOR ELEVATION
	BUILDING SECTION
	SECTION DETAIL
	HORIZONTAL OR VERTICAL ASSEMBLY
	(E) WALL
	DEMO WALL
	(N) WALL
	BEAM ABOVE

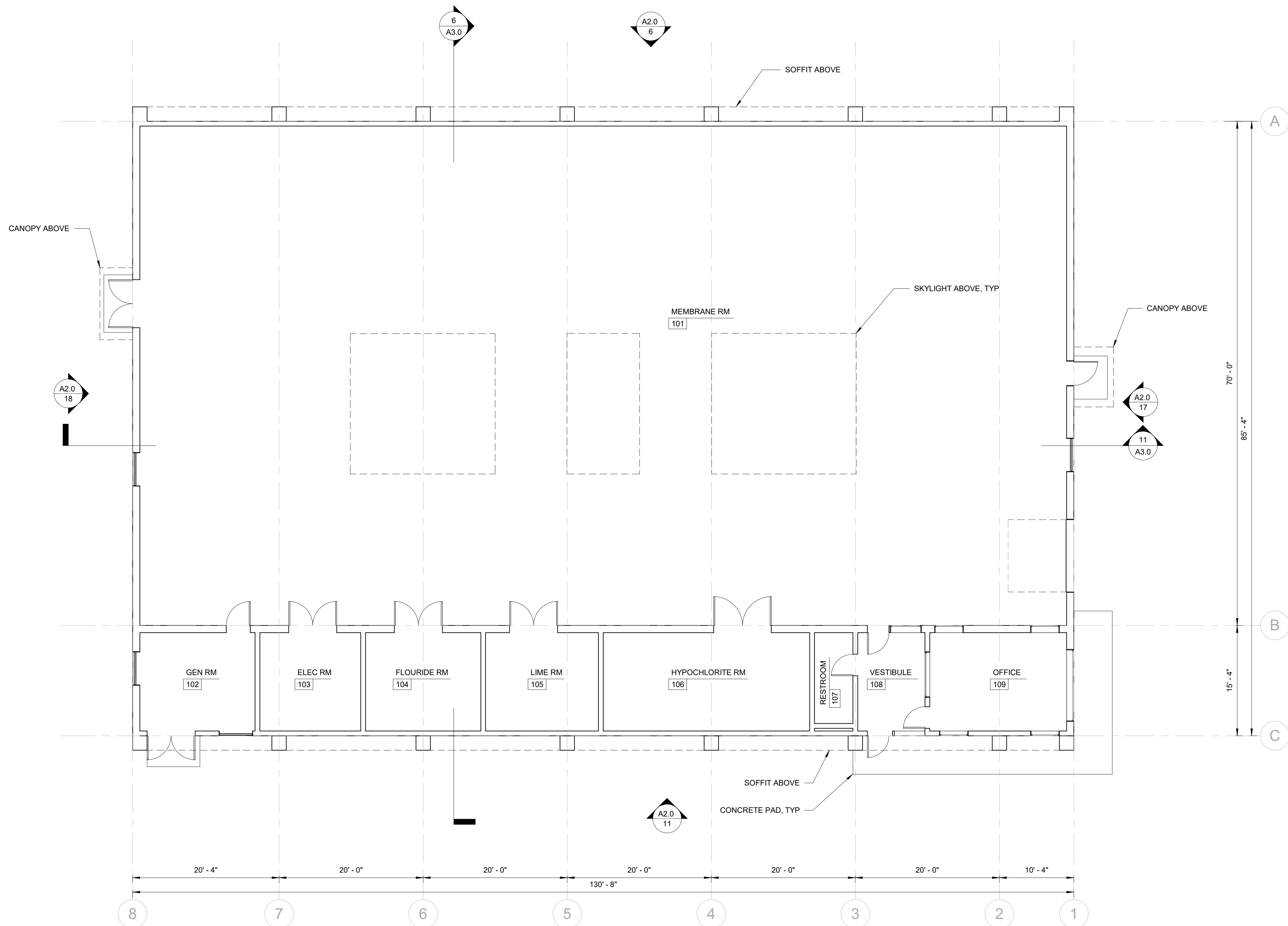
STRONGWORK ARCHITECTURE



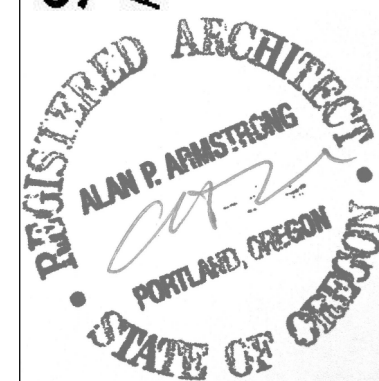
ISSUE LOG  
BID DOCUMENTS  
2022-07-19

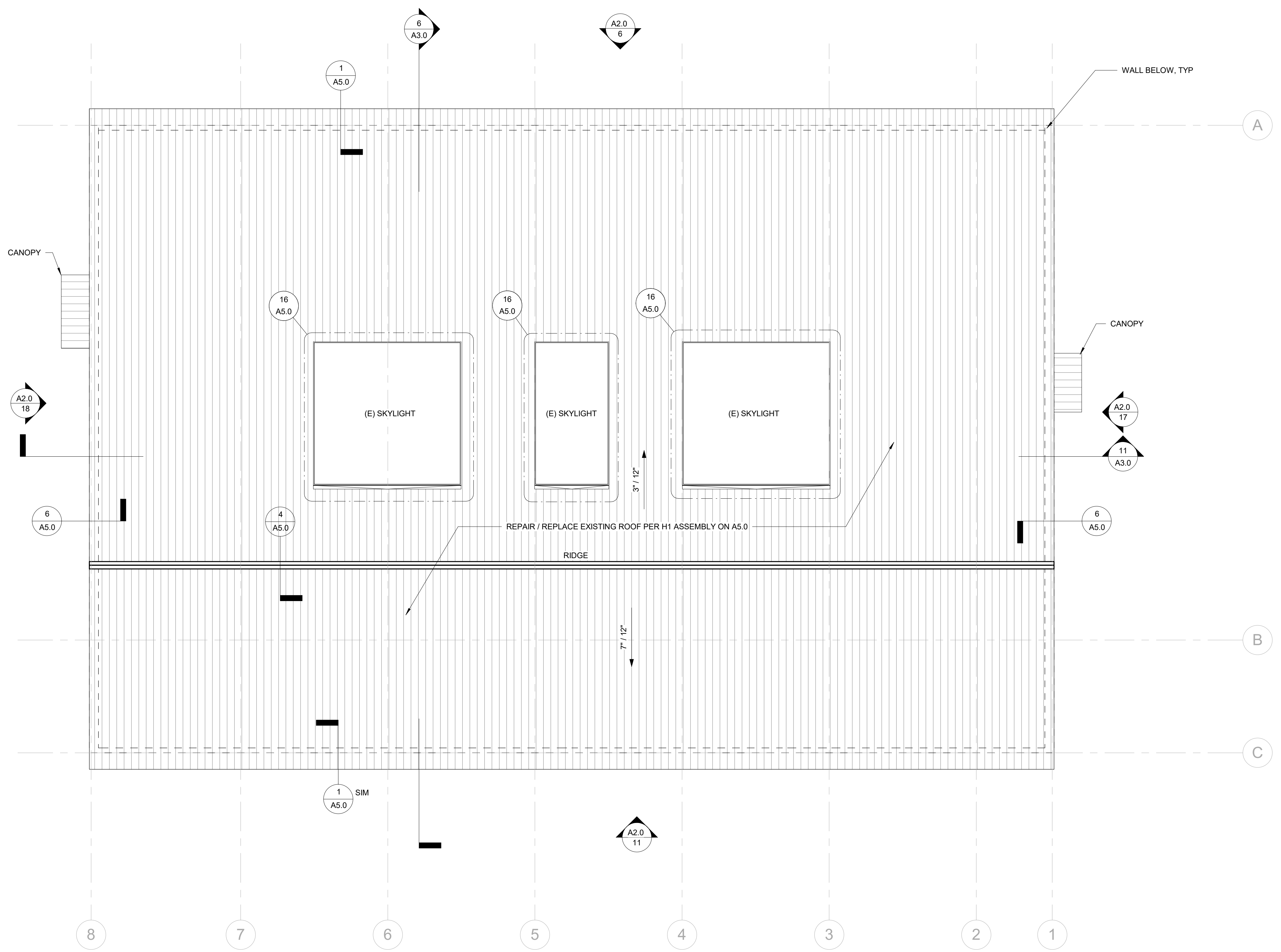
WARRENTON WTP ROOF MODS  
86646 LEWIS & CLARK RD.  
SEASIDE, OR 97138

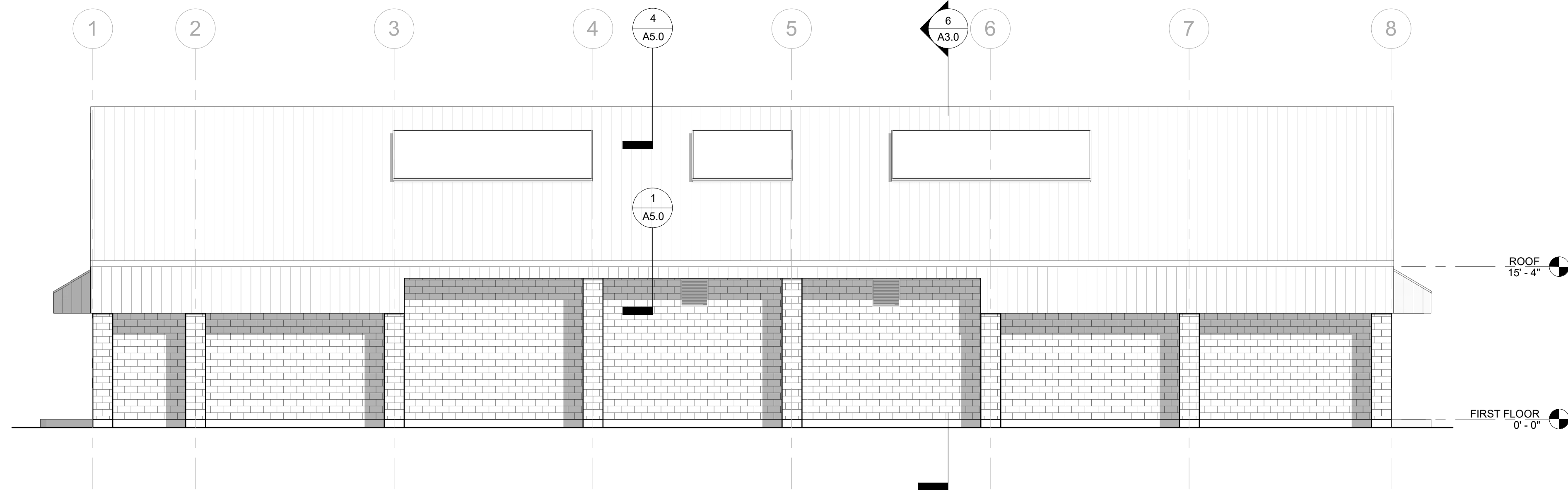
A0.0  
COVER, INFO, NOTES



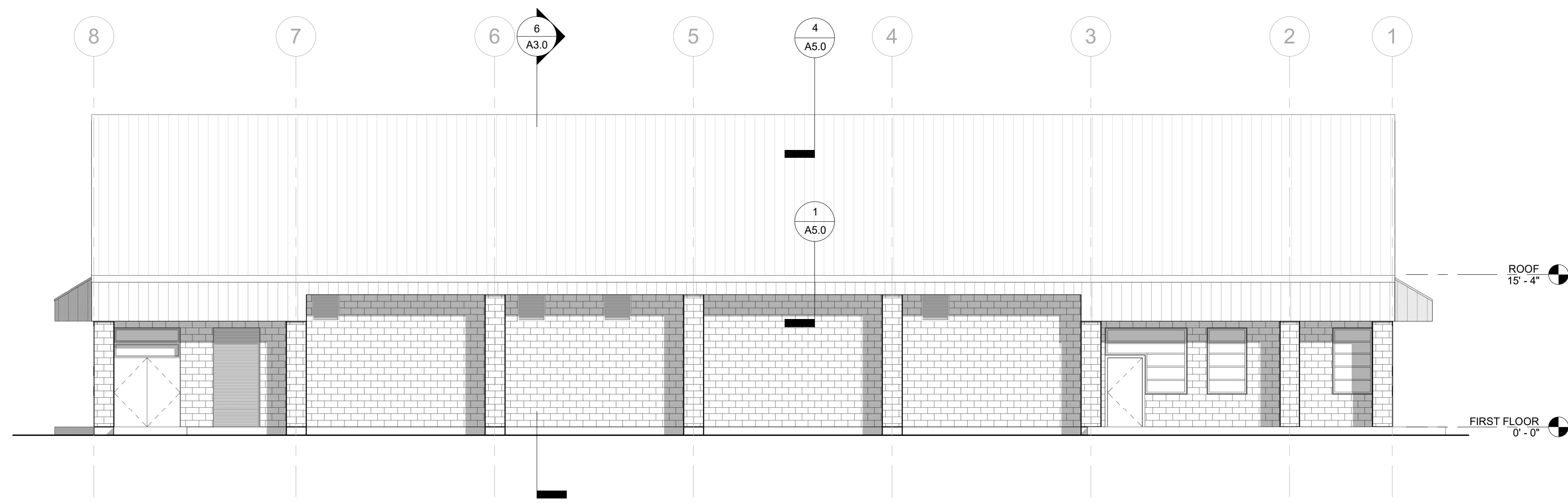
17 EXISTING FIRST FLOOR  
SCALE: 1/8" = 1'-0"



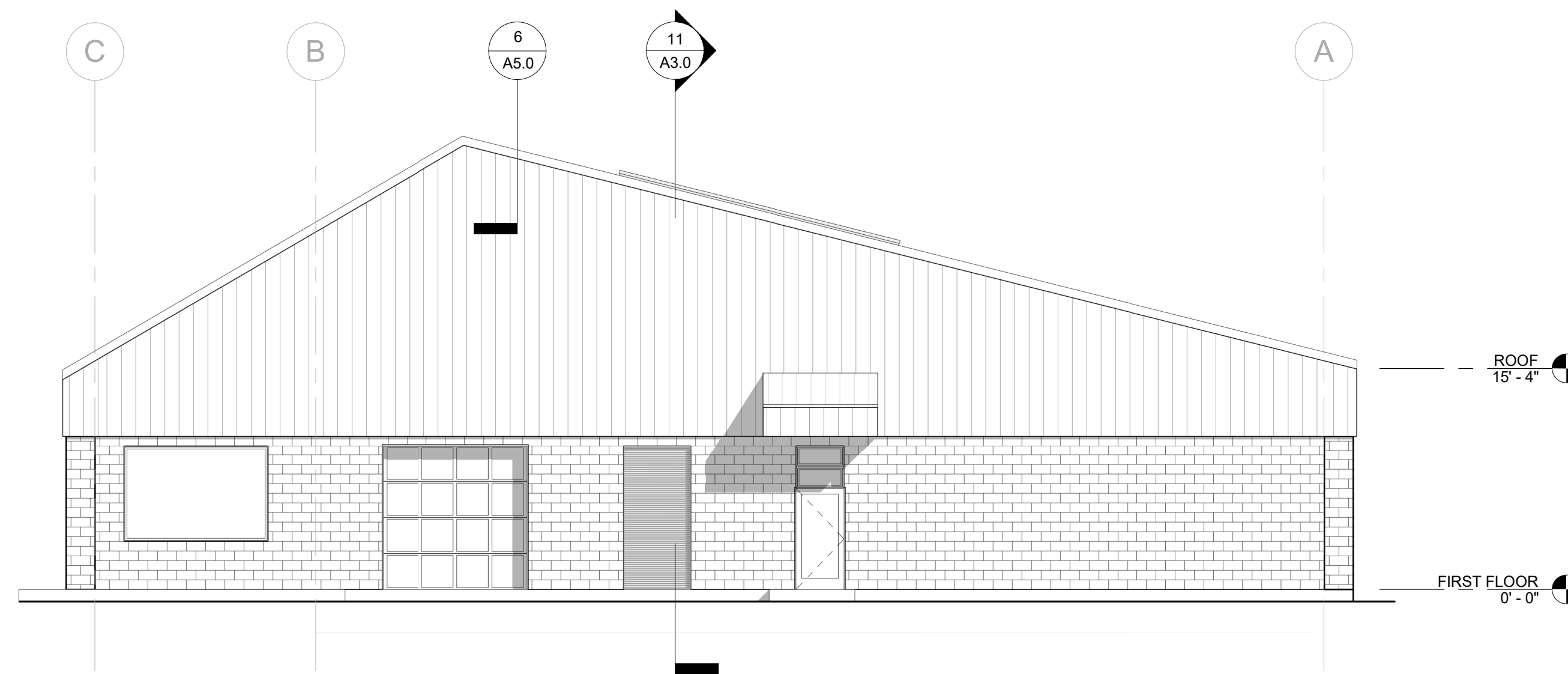




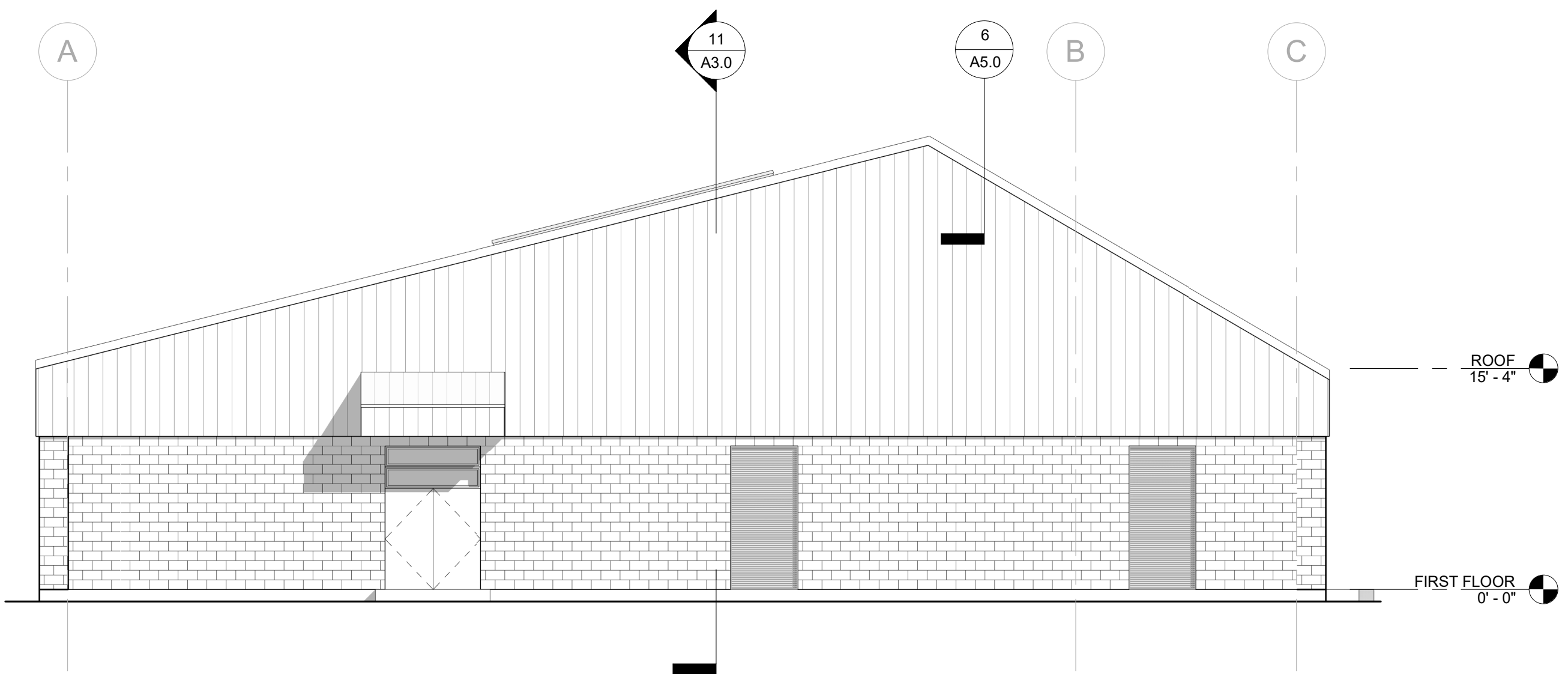
6 EXISTING NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



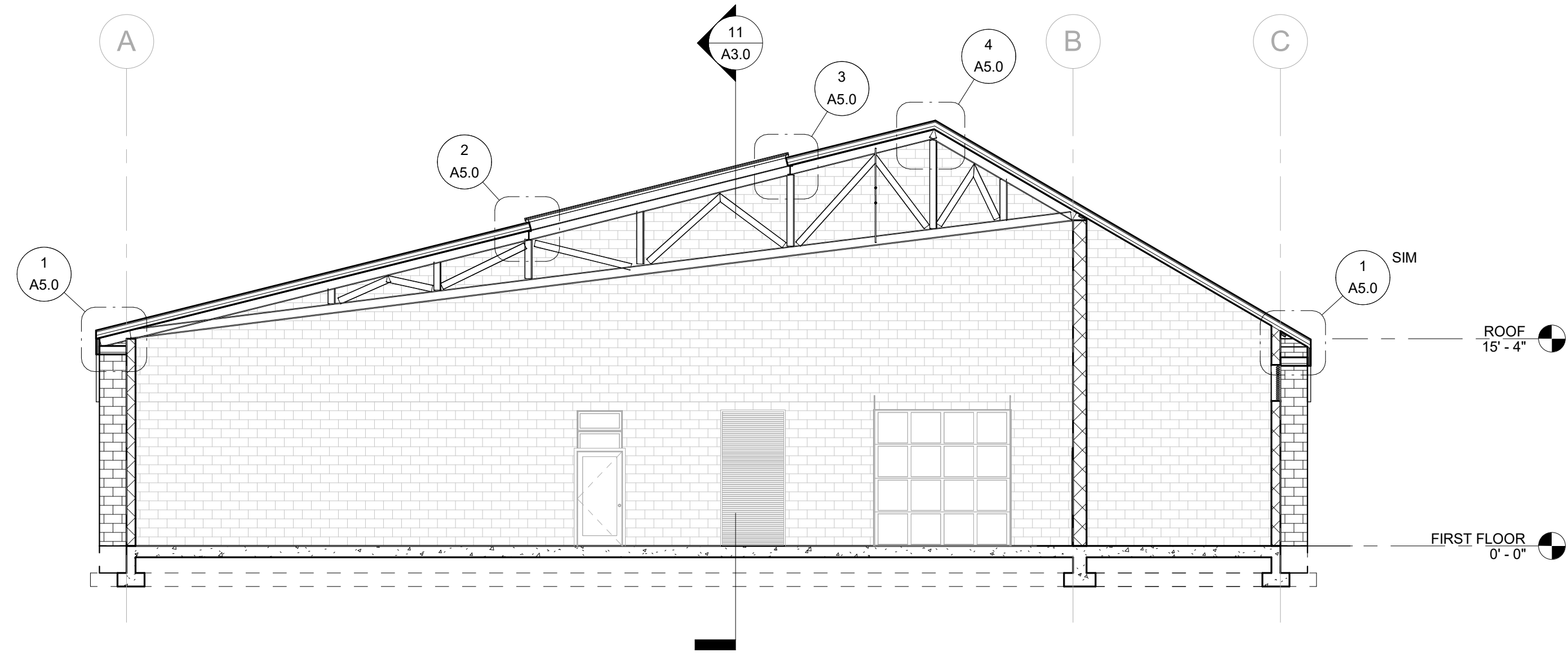
11 EXISTING SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



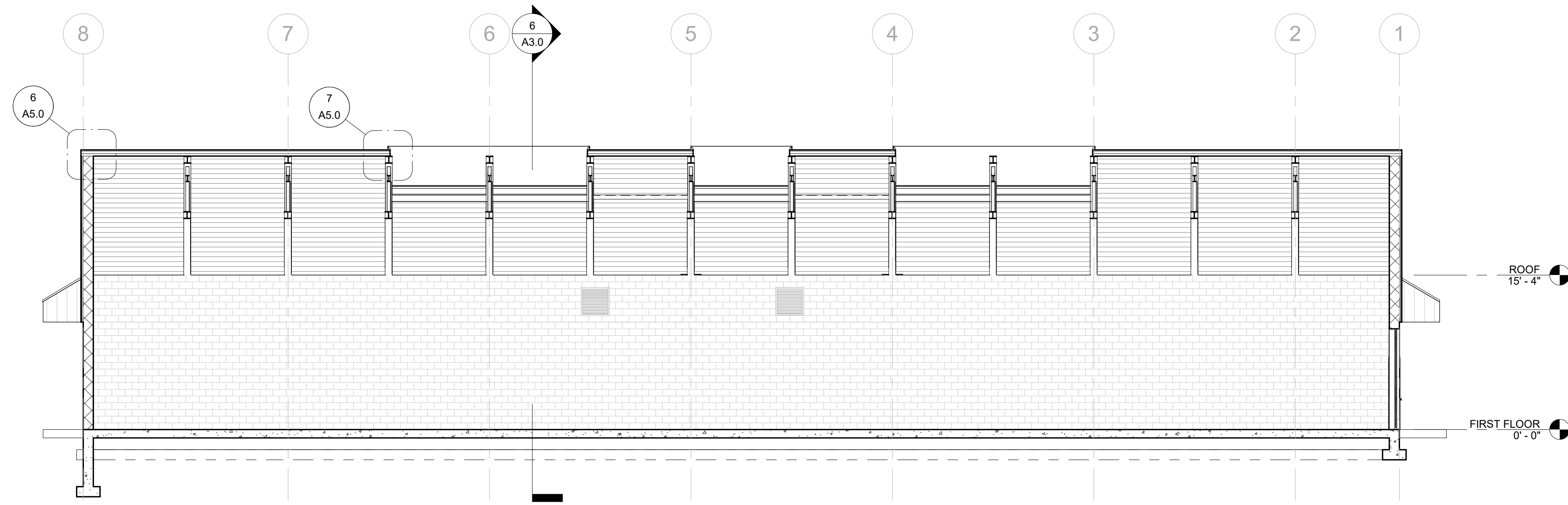
17 EXISTING EAST ELEVATION  
SCALE: 1/8" = 1'-0"



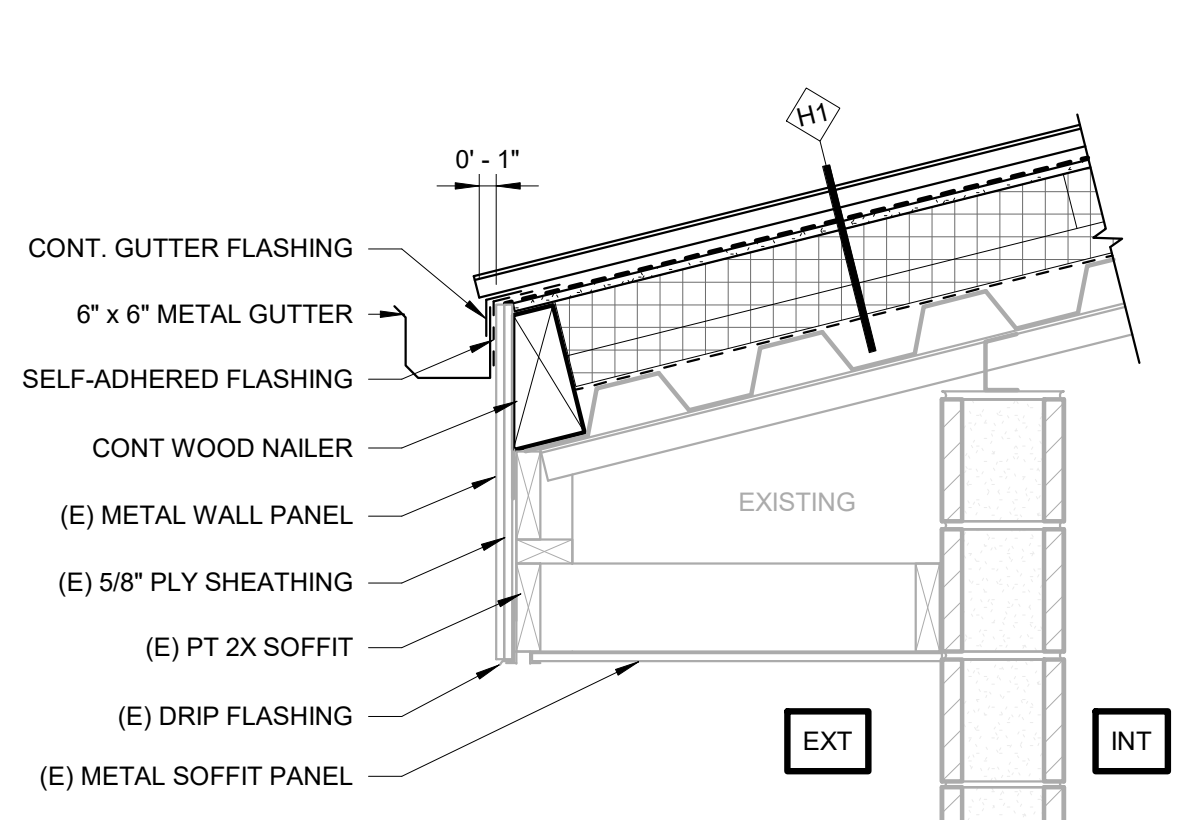
18 EXISTING WEST ELEVATION  
SCALE: 1/8" = 1'-0"



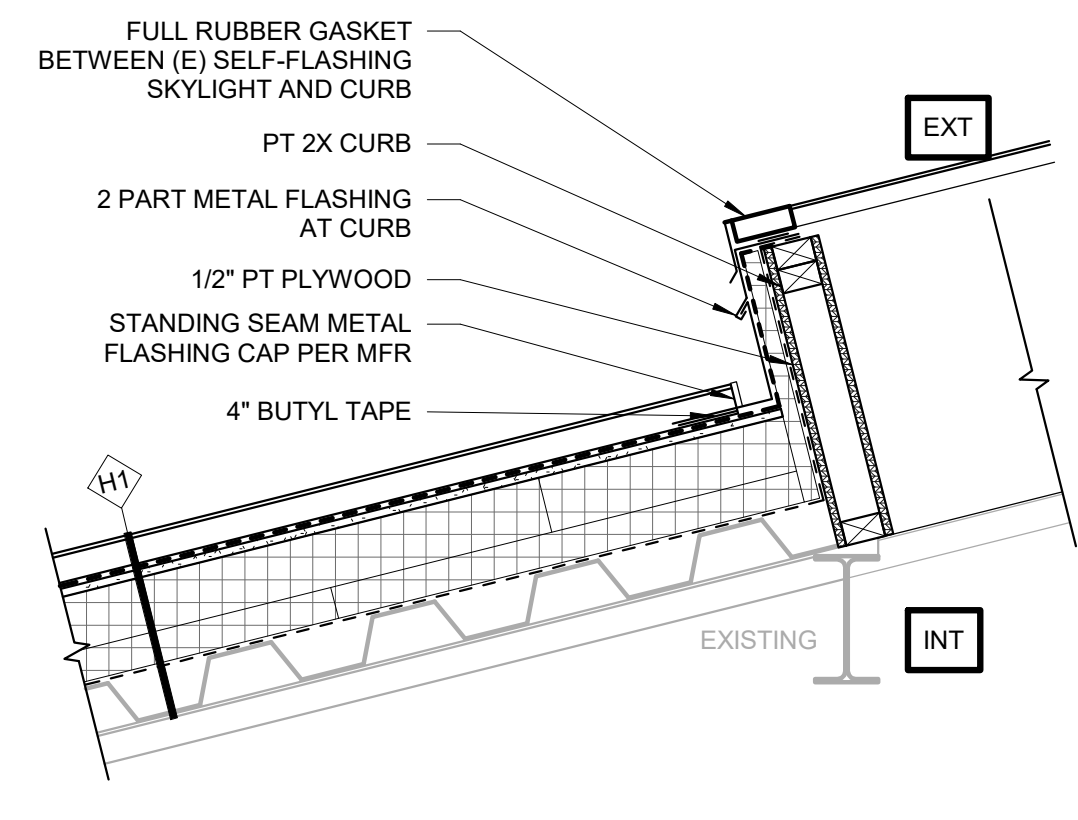
6 BUILDING SECTION - NORTH-SOUTH  
SCALE: 1/8" = 1'-0"



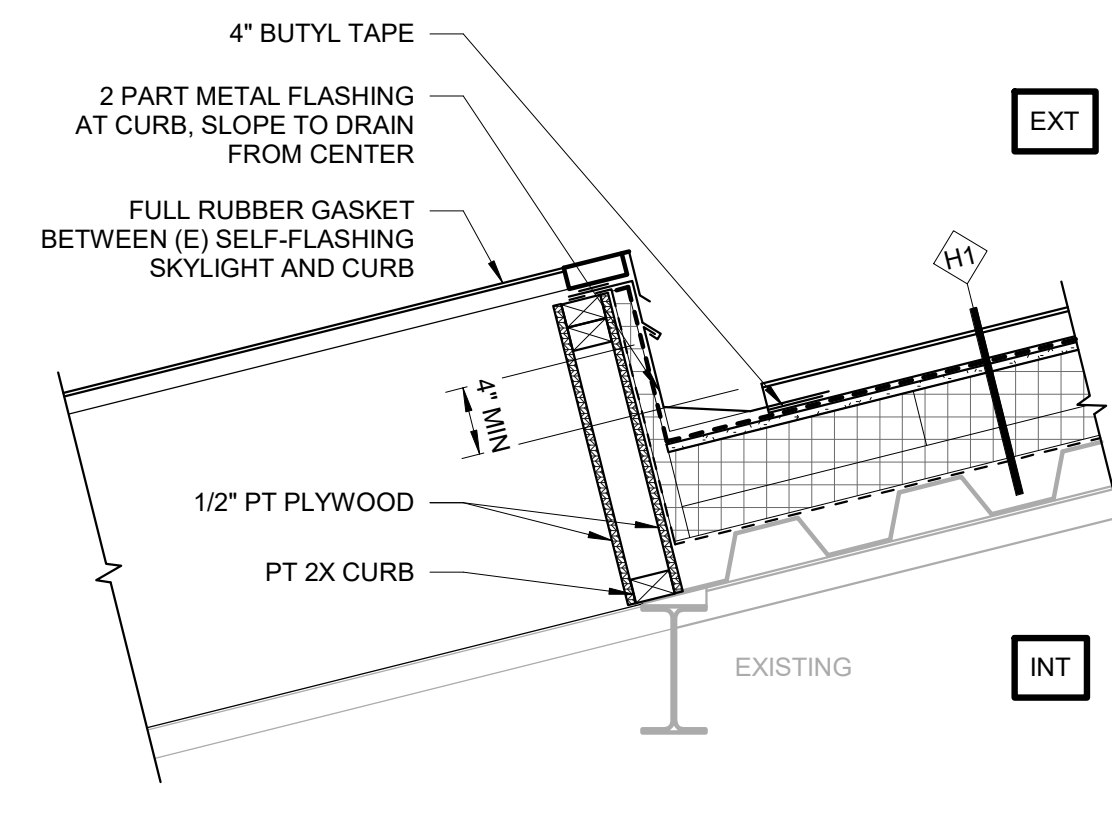
11 BUILDING SECTION - EAST-WEST  
SCALE: 1/8" = 1'-0"



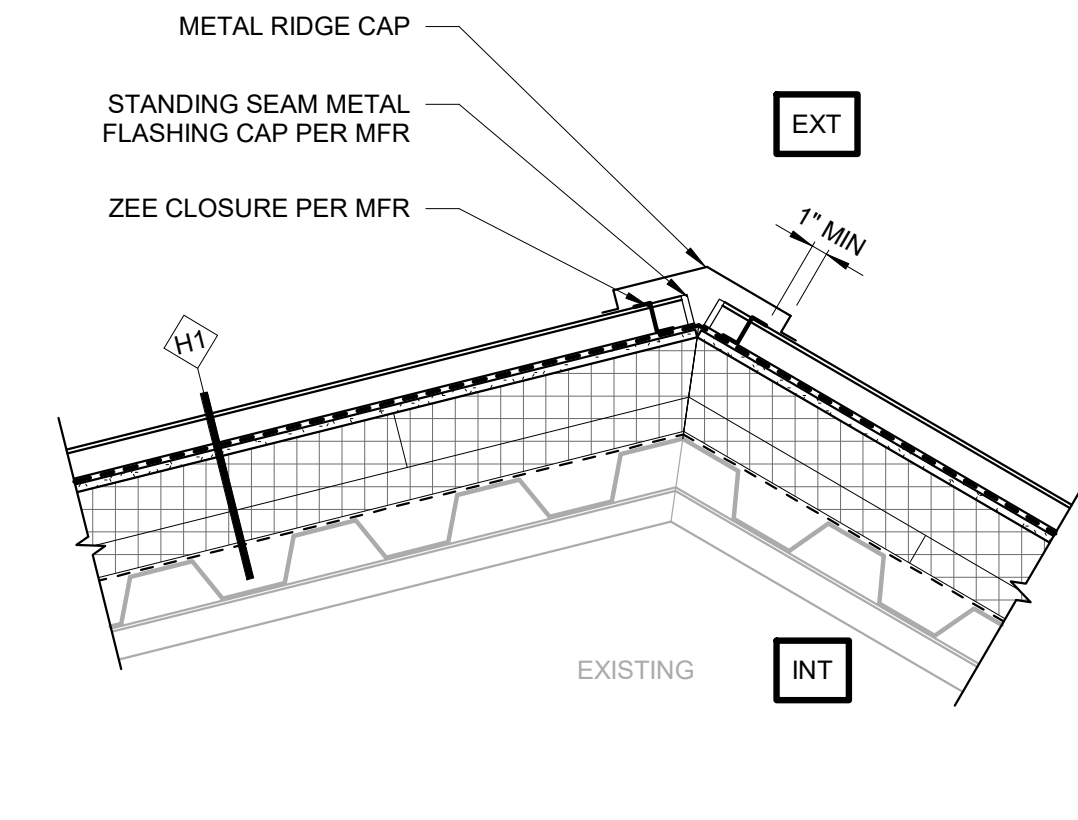
1 TYP EAVE DETAIL  
SCALE: 1" = 1'-0"



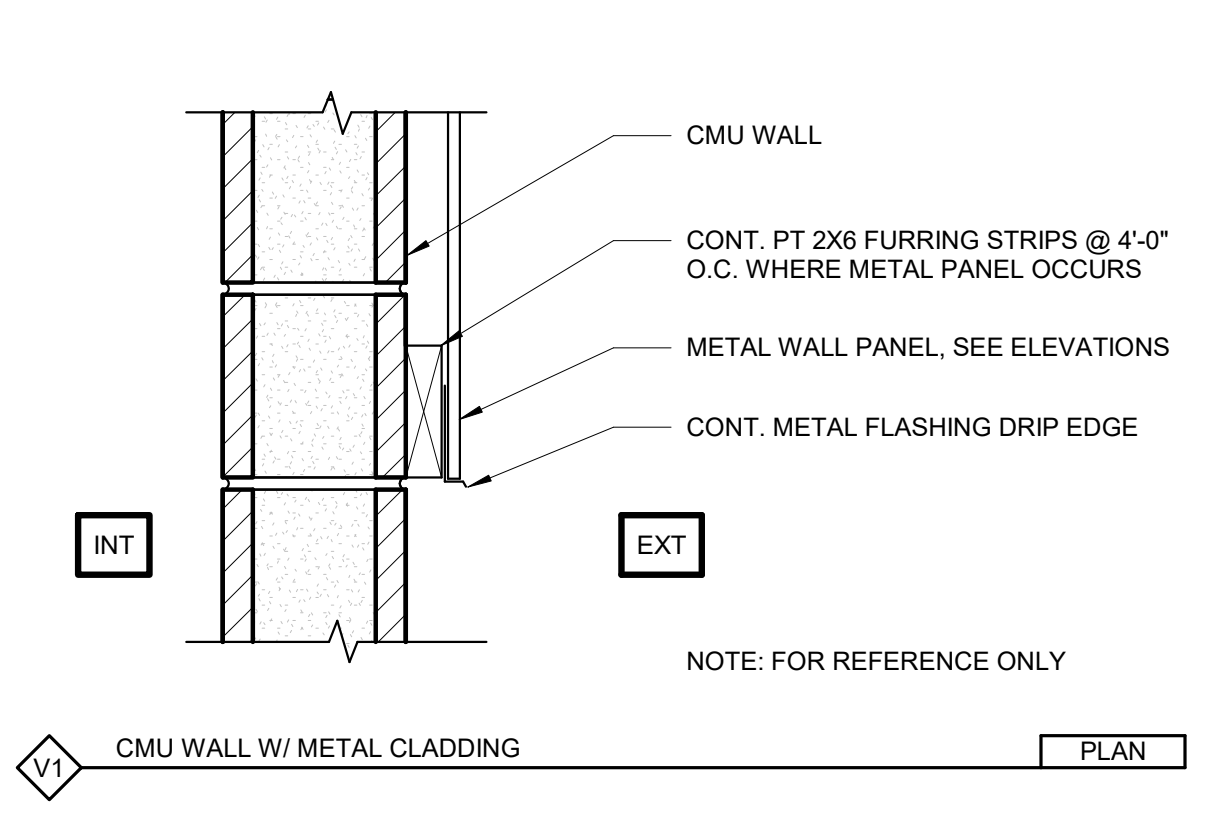
2 TYP SKYLIGHT SILL  
SCALE: 1" = 1'-0"



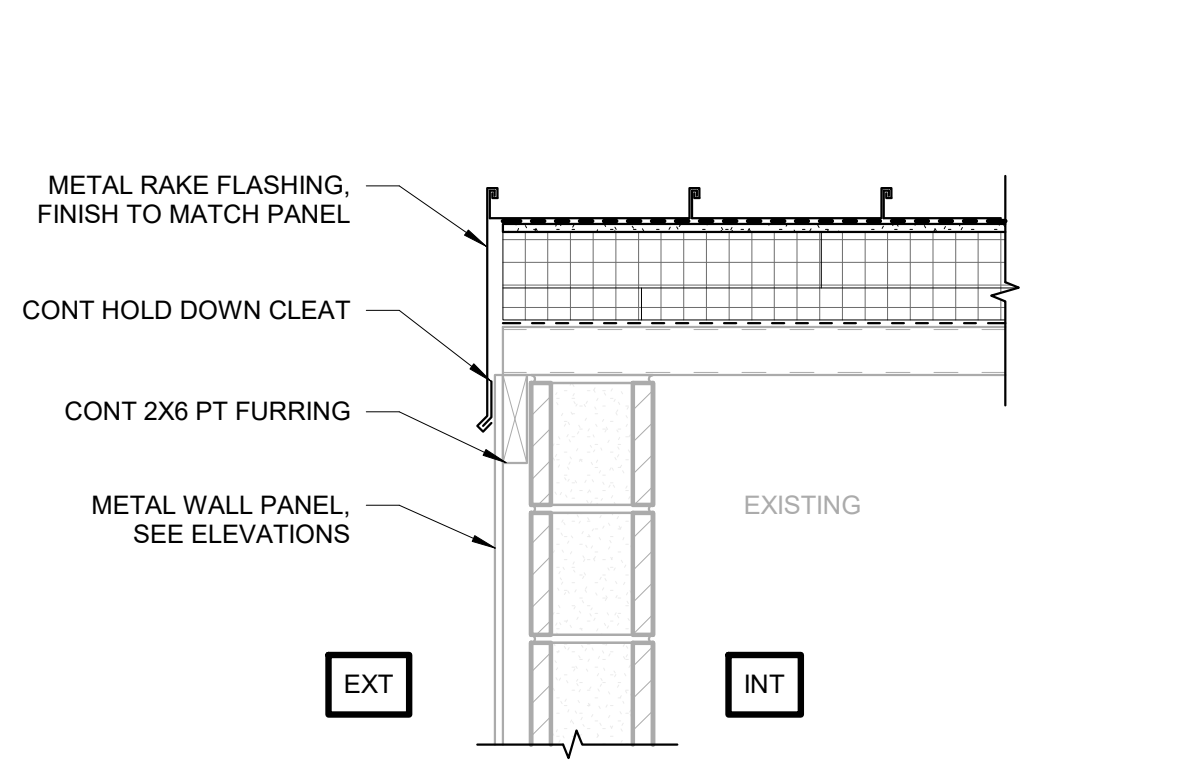
3 TYP SKYLIGHT HEAD  
SCALE: 1" = 1'-0"



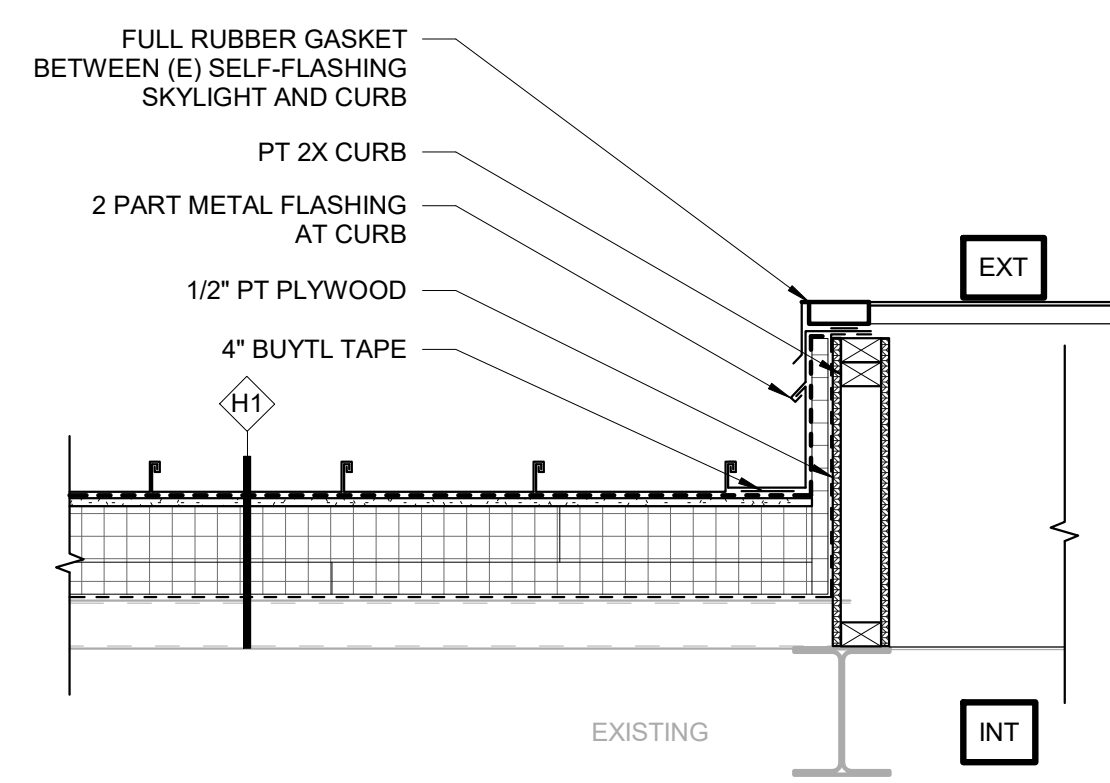
4 TYP RIDGE DETAIL  
SCALE: 1" = 1'-0"



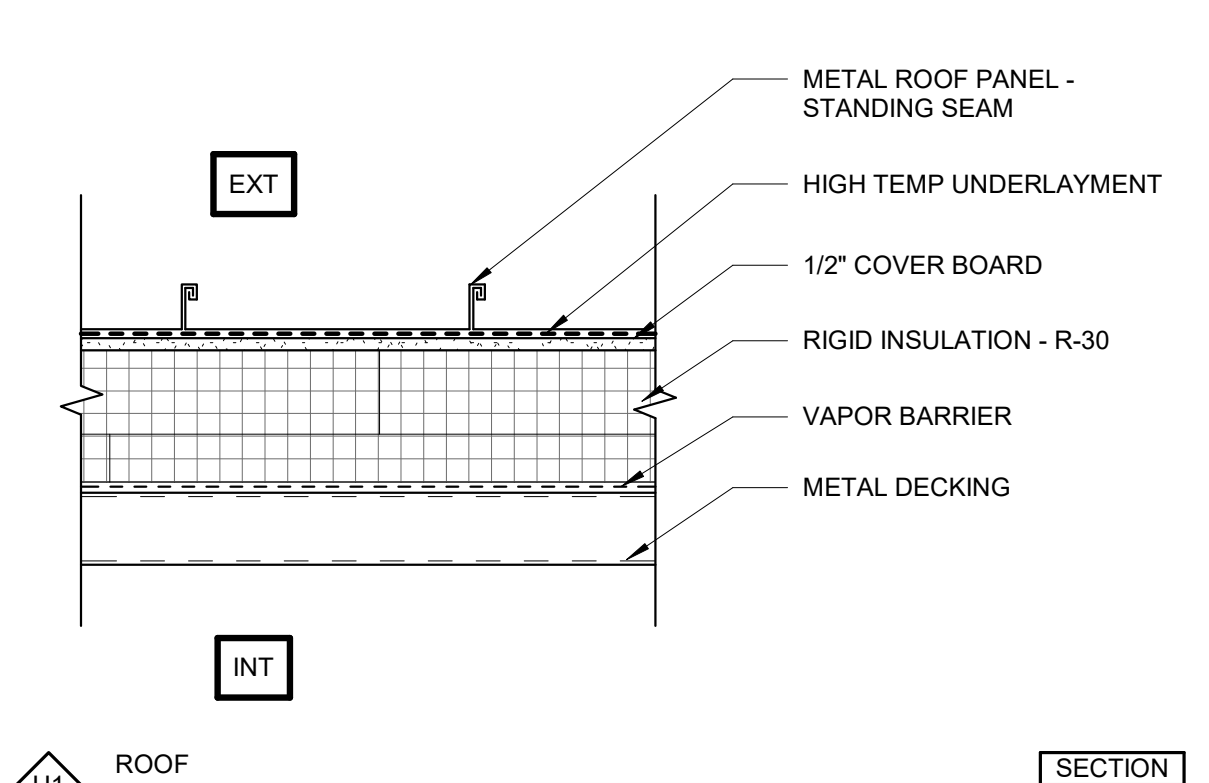
5 VERTICAL ASSEMBLIES  
SCALE: 1 1/2" = 1'-0"



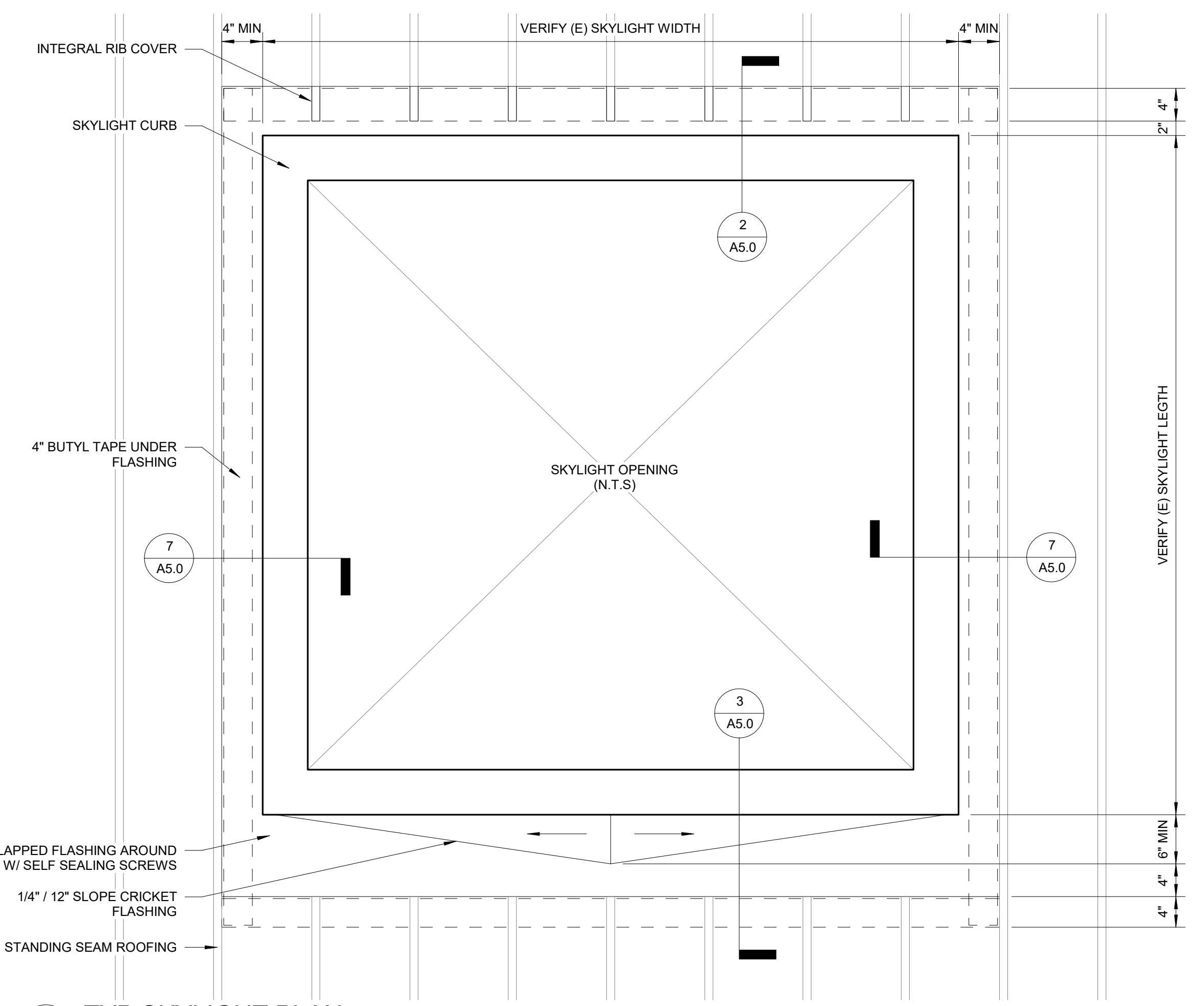
6 TYP RAKE DETAIL  
SCALE: 1" = 1'-0"



7 TYP SKYLIGHT JAMB  
SCALE: 1" = 1'-0"



10 HORIZONTAL ASSEMBLIES  
SCALE: 1 1/2" = 1'-0"



16 TYP SKYLIGHT PLAN  
SCALE: 1" = 1'-0"



*"Making a difference through excellence of service"*



**CITY OF WARRENTON**

**CITY OF WARRENTON**

**Warrenton WTP Roof Modifications**



July 2022

Prepared for  
City of Warrenton

**STRONGWORK  
ARCHITECTURE**



# CITY OF WARRENTON

## **CALL FOR BIDS - PUBLIC WORKS IMPROVEMENT**

Sealed bids will be received up to the hour of **2 00 PM**, local time, on **August 11 2022** by Collin Stelzig, Public Works Director, at the front desk of Warrenton City Hall, 225 South Main Street, Warrenton, OR. 97146:

### **WARRENTON WTP ROOF MODIFICATIONS**

#### **PROJECT DESCRIPTION**

The intent of this contract is to eliminate water intrusion through the roof. The following is a brief summary of the major elements of Work that are to be provided by the Contractor.

1. Replacement of the existing roof,
2. Addition of continuous insulation over the existing roof deck,
3. Replacement of existing roofing flashing,
4. Replacing existing skylight flashing and the addition of crickets.

Any bids received after the above specified time will not be considered. The carrier, including the United States Postal Service, is considered an agent of the bidder.

Solicitation Documents and plans may be reviewed on the City's website.

Questions regarding the project during the bid period shall be submitted to Collin Stelzig, P.E., City of Warrenton via phone at 503-861-0912 or email at [publicworks\\_ci.warrenton.or.us](mailto:publicworks_ci.warrenton.or.us)

Bids will be publicly opened and read by the Public Works Director at **2 00 PM**, local time on **August 11 2022** in the Warrenton Fire Training Room. **At 5:00 PM** on August 11, 2022, the Public Works Director will open all sealed bids received by the City of Warrenton by the deadline. The City of Warrenton reserves the right to accept or reject any or all bids.

If the total bid exceeds 50,000.00 the contract will be subject to Prevailing Wage Statute ORS 279C.800 to 279C.870. The contract is NOT subject to federal prevailing wage rates under the Davis-Bacon Act (40 U.S.C. 3141 et seq).

Prior to submission of its bid, bidder shall be registered with the Oregon Construction Contractor's Board as required by ORS 701.055, and thereafter comply with the requirements of ORS 701.035 to 701.055.

Bidders shall be qualified in accordance with the applicable parts of ORS 279C in order to submit a bid for public works in Oregon.

By: Collin Stelzig, Public Works Director  
City of Warrenton, Oregon

PUBLISH: Daily Astorian, July 27 and August 3, 2022  
Daily Journal of Commerce, July 27 and August 3, 2022

## BIDDER'S CHECK LIST

### FORMS TO EXECUTE FOR SUBMISSION OF BID

The Bidder's attention is especially called to the following forms which must be executed in full before bid is submitted:

- (a) Bid Form: The Bid Form is to be filled in and signed by the bidder and returned with bid.
- (b) Bond Accompanying Bid: All bids shall be accompanied by a guarantee equal to at least five percent (5 %) of the bid amount. This guarantee may be in the form of **a bond, certified check or cashier's check**. Bid bonds will be accompanied by a power of attorney bearing the same date as the bond.
- (c) Certification of Nondiscrimination: This form must be signed and submitted with bid.
- (d) If applicable, First-Tier Subcontractor disclosure form, within 2 hours of bid closing.
- (e) Pre-qualification application received at Engineering Division Office at least 7 calendar days prior to bid opening.

Facsimile transmissions of bids, bid security or subcontractor disclosure forms will not be accepted.

### FORMS TO EXECUTE AFTER AWARD OF BID

- (a) Contract: The agreement provided in these Solicitation Documents is to be executed by the successful bidder within 14 calendar days of award of the contract.
- (b) Insurance must comply with the General Conditions and Special Provisions of the Contract Documents. Proof of such insurance and additional insured certificate must be delivered to the Agency at the same time the contract is signed.
- (c) The contractor shall furnish a performance bond and a payment bond each in an amount equal to one hundred percent (100 %) of the contract price as security for the faithful performance of this contract and for the protection of claimants under ORS 279C.600.

**BID FORM**

**TO** City of Warrenton  
225 South Main Street  
Warrenton, OR 97146

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

**A** \_\_\_\_\_ **C** \_\_\_\_\_ **S** \_\_\_\_\_ **P** \_\_\_\_\_ **W** \_\_\_\_\_ **D** \_\_\_\_\_

**FROM** \_\_\_\_\_ (Name of Bidder)

Having carefully examined the Invitation to Bid, Instructions to Bidders, General Conditions of the Contract, Supplementary General Conditions, the Specifications and Drawings, titled Warrenton WTP Roof Modifications District as prepared by Strongwork Architecture., as well as the premises and conditions affecting the work, the undersigned proposes to furnish all services, labor and material called for in the documents for the basic bid sum with specified allowances of:

**BASIC BID**

Stipulated Sum: \_\_\_\_\_

\_\_\_\_\_ dollars.

**BID SECURITY**

Enclosed is bid security as required, consisting of a \_\_\_\_\_ in the amount of \_\_\_\_\_, which is equal to five percent (5 %) of the total amount of the proposal.

**STARTING TIME AND TIME OF COMPLETION**

The undersigned agrees, if awarded the Contract, to start construction within five (5) calendar days after receiving written notice to proceed and will complete the work within \_\_\_\_\_ calendar days after receiving such notice.

**ADDENDA**

Receipt is hereby acknowledged for Addenda Numbers: \_\_\_\_\_ (list all ).

**OWNER S RIG T RESER ED**

The Owner reserves all rights at its sole discretion to reject all bids, to waive informalities, and to accept only such bids as may appear in the best interest of the Owner.

WARRENTON WTP ROOF MODIFICATIONS

City of Warrenton, Oregon

Bid Forms

Page 1

**CERTIFICATION**

The undersigned certifies that this Proposal has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition.

Name of individual Business Owner,  
Partnership or Corporation:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Telephone: \_\_\_\_\_

email: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature of Owner, Partner, or Corporate Official:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed for Corporation

If Corporation, Attest:

\_\_\_\_\_  
Secretary of Corporation

\_\_\_\_\_  
State in which Incorporated

Required Attachments: (Seal)  
1 - Bid Security

END OF BID FORM

**CERTIFICATION OF NONDISCRIMINATION**

Pursuant to the requirements of ORS 279A.110, I certify that I have not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BIDDER

**NOTE THIS STATEMENT MUST BE RETURNED WITH THE BID**

**FIRST TIER SUBCONTRACTOR S DISCLOSURE FORM**

PROJECT NAME: WARRENTON WTP ROOF MODIFICATIONS

BID CLOSING: DATE: August 11, 2022 TIME: 2:00 PM Local Time

This form must be submitted at the location specified in the Call For Bids on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor who will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed.

(ATTACH ADDITIONAL SHEETS IF NEEDED.)

Name	Dollar Value	Category of Work
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form Submitted by (Bidder Name): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone no.: \_\_\_\_\_

**BID BOND  
FOR  
WARRENTON WTP ROOF MODIFICATIONS  
FOR  
THE CITY OF WARRENTON**

NOW ALL PEOPLE BY THESE PRESENTS:

That we, \_\_\_\_\_, hereinafter called  
(Name of Contractor)

the PRINCIPAL, as Principal, and \_\_\_\_\_,  
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of \_\_\_\_\_  
and authorized to transact a surety business in the State of Oregon, hereinafter called the SURET, as  
Surety, are held and firmly bound unto the City of Warrenton, a Municipal Corporation of the State of  
Oregon, hereinafter called the OBLIGEE, in the penal sum of

\_\_\_\_\_ Dollars ( \_\_\_\_\_ ) for the  
payment of which sum well and truly to be made, the said PRINCIPAL and the said SURET bind  
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents.

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH THAT:

WHEREAS the PRINCIPAL has submitted a Bid Proposal for the WARRENTON WTP ROOF  
MODIFICATIONS.

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract  
awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Agreement and shall furnish  
such Performance and Payment Bonds as required by the Contract Documents within the time fixed by the  
Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed  
Agreement and furnish the bonds, the SURET hereby agrees to pay the OBLIGEE the penal sum as  
liquidated damages, within ten (10) days of such failure.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CONTRACTOR AS PRINCIPAL:

SURET :

(Corp. Seal)

(Corp. Seal)

Company: \_\_\_\_\_ Company: \_\_\_\_\_

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

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

A P A



## AGREEMENT

### 1.00 - GENERAL

**T HIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between \_\_\_\_\_, hereinafter called **CONTRACTOR** and the **CITY** of Warrenton, a municipal corporation, hereinafter called **CITY**.

WITNESSETH:

That the said **CONTRACTOR** and the said **CITY**, for the consideration hereinafter named agree as follows:

### 2.00 - DESCRIPTION OF WORK

The **CONTRACTOR** agrees to perform the work of:

WARRENTON WTP ROOF MODIFICATIONS

and do all things required of it as per his Bid, all in accordance with the described Bid, a copy of which is hereto attached and made a part of this Contract.

### 3.00 - COMPLETION OF CONTRACT

The **CONTRACTOR** agrees that the Work under this Contract shall be completed by the following dates:

- Substantial Completion – \_\_\_\_ Days from Notice to Proceed.
- Final Completion – \_\_\_\_ Days from Notice to Proceed.

If said **CONTRACTOR** has not fully completed this Contract within the time set or any extension thereof, it shall pay liquidated damages in accordance with Section 00180.85 of the General Conditions.

### 4.00 - CONTRACT PRICE

The Contract Price for this project is \_\_\_\_\_. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

### 5.00 - CONTRACT DOCUMENTS

The **CONTRACTOR** and the **CITY** agree that the plans, specifications (including the ODOT/APWA 2015 Oregon Standard Specifications for Construction and Contract Documents defined in Section 00110.20 of the Contract Documents General Conditions and all modifications thereto) and bid are, by this reference, incorporated into this Contract and are fully a part of this contract.

### .00 - NONDISCRIMINATION

It is the policy of the City of Warrenton that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Warrenton also requires its contractors and grantees to comply with this policy.

### 7.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

**A.** **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 **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 repayment of any amounts from **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 to a third party) as a result of said finding.

**B.** The undersigned **CONTRACTOR** hereby represents that no employee of the **CITY** of Warrenton, or any partnership or corporation in which a **CITY** 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.

**.00 - SUBCONTRACTS - RELATIONS WIT SUBCONTRACTORS ASSIGNMENTS AND DELEGATION**

**A. Assignment or Transfer Restricted.** The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **CITY's** prior written consent. Unless otherwise agreed by the **CITY** in writing, such consent shall not relieve the **CONTRACTOR** of any obligations under the contract. Any assignee or transferee shall be considered the agent of the **CONTRACTOR** and be bound to abide by all provisions of the contract. If the **CITY** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR**  rights or delegation of the **CONTRACTOR**  duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **CITY** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **CITY** otherwise agrees in writing.

**B. CONTRACTOR** may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If **CONTRACTOR** violates this prohibition, the **CITY** will regard the violation as a breach of contract and may either terminate the contract or exercise any other remedy for breach of contract.

**9.00 - NONWAI ER**

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.

**10.00 - LABORERS AND MATERIALMEN CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND LIENS AND WIT OLDING 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 **CITY** 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.

**11.00 - CERTIFICATION OF COMPLIANCE WIT TAX LAWS**

As required by ORS 305.385(6), **CONTRACTOR** certifies under penalty of perjury that the **CONTRACTOR**, to the best of **CONTRACTOR**  knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

**12.00 – CITY BUSINESS LICENSE**

**CONTRACTOR** shall pay the CIT business license tax ad provide the Project Director with a copy of the business license receipt. **CONTRACTOR** shall, likewise, require all subcontractors to pay the CIT business license tax ad provide a copy of the receipt to the Project Director prior to commencement of work.

APPROVED AS TO FORM:

**CITY OF WARRENTON**, a municipal of the State of Oregon

\_\_\_\_\_  
City Attorney

B : \_\_\_\_\_  
Mayor Date

ATTEST:

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
City Manager Date

**PAYMENT BOND  
FOR  
WARRENTON WTP ROOF MODIFICATIONS  
FOR  
THE CITY OF WARRENTON**

AMOUNT \_\_\_\_\_

BOND NO. \_\_\_\_\_

NOW ALL PEOPLE BE THESE PRESENTS:

That we, \_\_\_\_\_, hereinafter called  
(Name of Contractor)

the PRINCIPAL, as Principal, and \_\_\_\_\_,  
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as Surety, are held and firmly bound unto the City of Warrenton, a Municipal Corporation of the State of Oregon, hereinafter called the OBLIGEE, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total

aggregate penal sum of \_\_\_\_\_ Dollars

( \_\_\_\_\_ ) for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

Whereas on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 the PRINCIPAL entered into a certain contract with the OBLIGEE, a copy of which is hereto attached and made a part hereof for the construction of:

WARRENTON WTP ROOF MODIFICATIONS  
City of Warrenton, Oregon

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for, or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURET for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: the PRINCIPAL, the OBLIGEE, or the SURET above named within one hundred twenty (120) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OBLIGEE, or SURET, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 25 percent, so as to bind the PRINCIPAL and the SURET to the full and faithful performance of the Contract as so amended. The term Amendment, wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OBLIGEE and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CONTRACTOR AS PRINCIPAL:

SURET :

(Corp. Seal)

(Corp. Seal)

Company: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**A**      **P**      **A**

NOTE:

Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT:

Surety company executing BOND must be authorized to transact business in the State of Oregon.

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**PART 00100 - GENERAL CONDITIONS**

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**O** 00110.00

**00110.00 O** 00110.00 **S** 00110.00 - The Specifications are comprised of the following:

- The “General Conditions for Construction for the City of Warrenton (Agency),” published by the Agency, which contain Part 00100 General Conditions , which deal with the solicitation process and contractual relationships;
- The 2015 Oregon Standard Specifications for Construction, which contain Parts 00200 through 03000, published by the Oregon Department of Transportation which contain the detailed Technical Specifications involved in prosecution of the Work, organized by subject matter; and
- The Special Provisions.

In addition, throughout the Specifications:

- Each Part is divided into Sections and Subsections.
- Reference to a Section includes all applicable requirements of the Section.
- When referring to a Subsection, only the number of the Subsection is used; the word Subsection is implied.
- Where Section and Subsection numbers are not consecutive, the interval has been reserved for use in the Special Provisions or future expansion of the Standard Specifications.

**C** 00110.05

**00110.05 C** 00110.05 **U** 00110.05 **T** 00110.05 **S** 00110.05 **I** 00110.05

**G** 00110.05 - The “General Conditions for Construction for the City of Warrenton (Agency)”, part 00100 General Conditions , is written in the indicative mood, in which the subject is expressed. The 2015 Oregon Standard Specifications for Construction , published by the Oregon Department of Transportation, which contain parts 00200 through 03000, the detailed Technical Specifications , are generally written in the imperative mood, in which the subject is implied. Therefore, throughout Parts 00200 through 03000, and on the Plans:

- The subject, the Contractor , is implied.
- Shall refers to action required of the Contractor, and is implied.
- Will refers to decisions or actions of the Agency and/or the Architect.
- The following words, or words of equivalent meaning, refer to the actions of the Agency and/or the Architect, unless otherwise stated: allowed , directed , established , permitted , ordered , designated , prescribed , required , determined .
- The words approved , acceptable , authorized , satisfactory , suitable , considered , and rejected , denied , disapproved , or words of equivalent meaning, mean by or to the Agency and/or the Architect, subject in each case to Section 00150 of the General Conditions.
- The words as shown , shown , as indicated , or indicated mean as indicated on the Plans .
- Certain Subsections labeled Payment contain statements to the effect that payment will be made at the Contract amounts for the following items (followed by a list of items). In such cases the Agency shall pay for only those Pay Items listed in the Schedule of Items.

**C** 00110.05 **T** 00110.05 - Capitalized terms, other than titles, abbreviations, and grammatical usage, indicate that they have been given a defined meaning in the Standard Specifications. Refer to Section 00110.20 Definitions . Defined terms will always be capitalized in Part 00100; in Parts 00200 through 03000, defined terms will generally not be capitalized, with the notable exception of the Contractor , the Agency , and the Architect .

**P** 00110.05 - In this publication the outside method of punctuation is employed for placement of the comma and the period with respect to quotation marks. Only punctuation that is part of the quoted matter is placed within quotation marks.

**R** - References are made in the text of the Specifications to laws , acts , rules , statutes , regulations , ordinances , etc. (collectively referred to for purposes of this Subsection as Law ), and to orders and permits (issued by a governmental authority, whether local, State, or federal, and collectively referred to for purposes of this Subsection as Permits ). Reference is also made to applicable laws and regulations . The following conventions apply in interpreting these terms, as used in the Specifications.

- **S** - Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR) referenced in the Specifications are accessible on line, including through the Oregon Legislative Counsel Committee web site and through the Oregon Secretary of State Archives Division web site.
- **L** - In each case, unless otherwise expressly stated therein, the Law is to be understood to be the current version in effect. This also applies where a specific Law is referenced or cited, regardless of whether the text of the Law has been included in the Specifications or not, and regardless of whether the text of the Law has been summarized or paraphrased. In each case, the current version of the Law is applicable under any Contract. The reader is therefore cautioned to check the actual text of the Law to confirm that the text included in the Specifications has not been modified or superseded.
- **P** - Orders and permits issued by a government agency may be modified during the course of performing the Work under a Contract. Therefore, wherever the term order or permit is used in the Specifications, it is intended to refer to the then-current version. That version may be embodied in a modified, superseding order or permit, or it may consist of all terms and conditions of prior orders or permits that have not been superseded, as well as the additional terms added by amendment or supplement. In certain cases, the orders and/or permits are identified by name in the Specifications; in other cases the terms are used in the generic sense. The reader is cautioned to check the text(s) of each order and permit identified either by name or by generic reference.
- **A** - Where the phrase applicable laws and regulations appears, it is to be understood as including all applicable laws, acts, regulations, administrative rules, ordinances, statutes, and orders and permits issued by a governmental or regulatory authority.

**A**

**00110.10 A** - Following are meanings of abbreviations used in the Standard Specifications, in the Special Provisions, on the Plans, and in other Contract Documents. Other abbreviations and meanings of abbreviations may be in the individual Sections of the Standard Specifications to which they apply, in the Special Provisions, and in OAR 731-005 and OAR 731-007.

- AAR - Association of American Railroads
- AASHTO - American Association of State Highway and Transportation Officials
- ABC - Associated Builders and Contractors, Inc.
- AC - Asphalt Concrete
- ACI - American Concrete Institute
- ACP - Asphalt Concrete Pavement
- ACWS - Asphalt Concrete Wearing Surface
- AGC - Associated General Contractors of America
- AIA - American Institute of Architects
- AISC - American Institute of Steel Construction
- AISI - American Iron and Steel Institute
- AITC - American Institute of Timber Construction
- ANSI - American National Standards Institute
- APA - Engineered Wood Association
- APWA - American Public Works Association
- AREMA - American Railway Engineering and Maintenance of Right-of-Way Association
- ASCE - American Society of Civil Engineers
- ASME - American Society of Mechanical Engineers

ASTM	- American Society for Testing and Materials
ATPB	- Asphalt Treated Permeable Base
AWG	- American Wire Gauge
AWPA	- American Wood Protection Association
AWS	- American Welding Society
AWWA	- American Water Works Association
CAGT	- Certified Aggregate Technician
CAT-I	- Certified Asphalt Technician I
CAT-II	- Certified Asphalt Technician II
CBM	- Certified Ballast Manufacturers
CCO	- Contract Change Order
CCT	- Concrete Control Technician
CDT	- Certified Density Technician
CEBT	- Certified Embankment and Base Technician
CMDT	- Certified Mixture Design Technician
CPF	- Composite Pay Factor
CRSI	- Concrete Reinforcing Steel Institute
CFR	- Code of Federal Regulations
CS	- Commercial Standard, Commodity Standards Division, U.S. Department of Commerce
D1.1	- Structural Welding Code - Steel, American Welding Society, current edition
D1.5	- Bridge Welding Code, American Welding Society, current edition
DBE	- Disadvantaged Business Enterprise
DEQ	- Department of Environmental Quality, State of Oregon
DOGAMI	- Department of Geology and Mineral Industries, State of Oregon
DSL	- Department of State Lands, State of Oregon
EAC	- Emulsified Asphalt Concrete
EPA	- U.S. Environmental Protection Agency
ESCP	- Erosion and Sediment Control Plan
FHWA	- Federal Highway Administration, U.S. Department of Transportation
FSS	- Federal Specifications and Standards, General Services Administration
GSA	- General Services Administration
ICEA	- Insulated Cable Engineers Association (formerly IPCEA)
IES	- Illuminating Engineering Society
IMSA	- International Municipal Signal Association
ISO	- International Standards Organization
ITE	- Institute of Transportation Engineers
JMF	- Job Mix Formula
MFTP	- Manual of Field Test Procedures (ODOT)
MIL	- Military Specifications
MSC	- Minor Structure Concrete
MUTCD	- Manual on Uniform Traffic Control Devices for Streets and Highways, FHWA, U.S. Department of Transportation
NEC	- National Electrical Code
NEMA	- National Electrical Manufacturer's Association
NESC	- National Electrical Safety Code
NIST	- National Institute of Standards and Technology
NPDES	- National Pollutant Discharge Elimination System
NPS	- Nominal Pipe Size (dimensionless)
OAR	- Oregon Administrative Rules
ODA	- Oregon Department of Agriculture
ODOT	- Oregon Department of Transportation
ORS	- Oregon Revised Statutes
OR-OSHA	- Oregon Occupational Safety and Health Division of the Department of Consumer and Business Services
OSHA	- Occupational Safety and Health Administration, U.S. Department of Labor
PCA	- Portland Cement Association
PCC	- Portland Cement Concrete

- PCI - Precast/Prestressed Concrete Institute
- PCP - Pollution Control Plan
- PF - Pay Factor of a constituent
- PLS - Professional Land Surveyor
- PMBB - Plant Mixed Bituminous Base
- PTI - Post-Tensioning Institute
- PUC - Public Utility Commission, State of Oregon
- QA - Quality Assurance
- QC - Quality Control
- QCT - Quality Control Technician
- QL - Quality Level
- QPL - Qualified Products List
- RAP - Reclaimed Asphalt Pavement
- REA - Rural Electrification Administration, U.S. Department of Agriculture
- RMA - Radio Manufacturers Association or Rubber Manufacturers Association
- SAE - Society of Automotive Engineers
- SI - International System of Units (Système Internationale)
- SRCM - Soil and Rock Classification Manual (ODOT)
- SSPC - Society for Protective Coatings
- T - Tolerances, AASHTO Test Method
- TM - Test Method (ODOT)
- TV - Target Value
- UBC - Uniform Building Code (as adopted by the State of Oregon)
- UL - Underwriters Laboratory, Inc.
- UPC - Uniform Plumbing Code (as adopted by the State of Oregon)
- USC - United States Code
- WAQTC - Western Alliance for Quality Transportation Construction
- WCLIB - West Coast Lumber Inspection Bureau
- WWPA - Western Wood Products Association

**D**

**00110.20** **D** - Following are definitions of words and phrases used in the Standard Specifications, in the Special Provisions, on the Plans, and in other Contract Documents. Other definitions may be in the individual Sections of the Standard Specifications to which they apply, in the Special Provisions, and in OAR 731-005 and OAR 731-007.

**A** **G** **N** - A natural phenomenon of such catastrophic proportions or intensity as would reasonably prevent performance.

**A** - A written or graphic modification, issued before the opening of Bids, which revises, adds to, or deletes information in the Solicitation Documents or previously issued Addenda.

**A** **W** - Increased quantities of any Pay Item for which a unit price has been established, or the increase of Work within the scope of the Contract.

**A** **C** - The public announcement (Call for Bids) inviting Bids for Work to be performed or Materials to be furnished.

**A** - The City of Warrenton, a municipal corporation of the State of Oregon, which has entered into a Contract with the Contractor.

**A** **C** **L** - Lands owned by the Agency, or controlled by the Agency under lease or agreement, or under the jurisdiction and control of the Agency for the purposes of the Contract.

**A** - Rock of specified quality and gradation.

**A** - The Architect who represents the Agency and who is designated by the Agency to administer the Contract.

**A** or **F** - An Entity appointed by another to act in its place, either for some particular purpose or for the transaction of business in general.

**A** - Written notification to the Bidder that the Bidder has been awarded a Contract.

**B** - A Course of specified material of specified thickness placed below the Pavement.

**B** - A competitive offer, binding on the Bidder and submitted in response to an invitation to bid.

**B** **B** - The Surety bond for Bid guarantee.

**B** **B** - The bound paper version included in the Solicitation Documents that contain the information identified in 00120.10.

**B** **C** - The date and time after which Bids, Bid modifications, and Bid withdrawals will no longer be accepted.

**B** **D** - See under Solicitation Document.

**B** **O** - The date and time Bids are opened.

**B** **S** - The lump sum Pay Item; or the list of Pay Items, their units of measurement, and estimated quantities. (When a Contract is awarded, the Bid Schedule becomes the Schedule of Items.)

**B** **S** - The portion of the Bid Booklet containing all pages after the Bidder's checklist and before the appendix.

**B** - An Entity that submits a Bid in response to an invitation to bid.

**B** **L** - A lane in the Traveled Way, designated by striping and Pavement markings for the preferential or exclusive use of bicyclists.

**B** - Material lying outside of planned or required Roadbed excavation used to complete Project earthwork.

**B** - Particles of rock that will not pass a 12 inch square opening.

**B** - A single or multiple span Structure, including supports, that carries motorized and non-motorized vehicles, pedestrians, or utilities on a Roadway, walk, or track over a watercourse, highway, railroad, or other feature.

**B** - A rock fill placed at the toe of a landslide or potential landslide in order to resist slide movement.

**C** **D** - Any day shown on the calendar, beginning and ending at midnight.

**C** **B** - The public announcement inviting Bids for Work to be performed or Materials to be provided.

**C** - A slight arch in a surface or Structure to compensate for loading.

**C** **O** - A written order issued by the Architect to the Contractor modifying Work required by the Contract, or adding Work within the scope of the Contract, and, if applicable, establishing the basis of payment for the modified Work.

**C** **W** - A designation referring to the type of Work in which Bidders must be pre-qualified.

**C** - Soil passing a No. 200 sieve that can be made to exhibit plasticity (putty-like properties) within a range of water contents.

**C** - Roadside border area, starting at the edge of the Traveled Way, that is available for safe use by errant vehicles. Establishing a minimum width Clear one implies that rigid objects and certain other hazards within the Clear one should be relocated outside the Clear one, or shielded, or remodeled to make them break away on impact or be safely traversable.

**C** - Where working tolerances are given on the Plans or in the Specifications, Close Conformance means compliance with those tolerances. Where working tolerances are not given, Close Conformance means compliance, in the Architect's judgment, with reasonable and customary manufacturing and construction tolerances.

**C** - Crushed Rock or crushed Gravel retained on a 1/4 inch sieve, with allowable undersize.

**C** - Particles of Rock, rounded or not, that will pass a 12 inch square opening and be retained on a 3 inch sieve.

**C** **G** **C** - Concrete furnished according to Contractor proportioning, placed in minor Structures and finished as specified.

**C** **U** - Agency's office that administers construction contracts.

**C** - The written agreement between the Agency and the Contractor, including without limitation all Contract Documents, describing the Work to be completed and defining the rights and obligations of the Agency and the Contractor.

**C** **A** **A** - The Agency representative presiding over Agency-level claims review under 00199.40.

**C** **A** - Lump sum Pay Item or the sum of the Pay Item amounts computed by multiplying the Pay Item quantities by the unit prices in the Schedule of Items.

**C** **D** - Solicitation Documents, Specifications, Plans, Contract booklet, Change Orders, Force Account Work orders, pay documents issued by the Agency, Materials certifications, Project Work schedules, final estimate, written orders and authorizations issued by the Agency, Material source development and reclamation plans, and permits, orders and authorizations obtained by the Contractor or Agency applicable to the Project, as well as all documents incorporated by reference therein.

**C** **T** - The amount of time allowed to complete the Work under the Contract.

**C** - The Entity awarded the Contract according to the solicitation.

**C** **P** - Period from Second Notification to Final Acceptance as per Subsection 00170.85(b).

**C** - A specified Surfacing Material placed in one or more Lifts to a specified thickness.

**C** - One Pass by a piece of Equipment over an entire designated area.

**C** **S** - The exact image formed by a plane cutting through an object, usually at right angles to a central axis, to determine area.

**D** - A Calendar Day including weekdays, weekends, and holidays, unless otherwise specified.

**D** - An adjective which when modifying the word "Work" refers to work that: (1) is unsatisfactory, faulty or deficient; (2) does not conform to the Contract Documents; (3) does not meet the requirements of any inspection, test for approval referred to in the Contract Documents; or (4) has been damaged prior to Architect's recommendation for final payment.

**D** **R** - Rock that has a slake durability index of at least 90 based on a two-cycle slake durability test, according to ASTM D 4644. In the absence of test results, the Architect may evaluate the durability visually.

**E** **A** - Emulsified asphalt cement.

**E** **A** **C** - A mixture of Emulsified Asphalt and graded Aggregate.

**E** - A natural person capable of being legally bound, sole proprietorship, limited liability company, corporation, partnership, limited liability partnership, limited partnership, profit or nonprofit unincorporated association, business trust, two or more persons having a joint or common economic interest, or any other person with legal capacity to contract, or a government or governmental subdivision.

**E** - All machinery, tools, manufactured products, and fabricated items needed to complete the Contract or specified for incorporation into the Work.

**E** - The time specified to assure satisfactory establishment and growth of planted Materials.

**E** **S** - Pavements, slabs, curbs, gutters, walks, driveways, and similar constructions of bricks, blocks, portland cement concrete, bituminous treated materials, and granular surfacing materials on existing Highways.

**E** **W** - Work not included in the Contract, but deemed by the Architect to be necessary to complete the Project.

**F** **O** - A written order issued by the Architect which requires minor changes in the Work but which may not involve a change in the Contract Amount or the Contract Times.

**F** **A** - Written confirmation by the Agency that the Project has been completed according to the Contract including all corrective work identified by the Agency during the Correction Period, with the exception of latent defects and Warranty obligations, if any, and has been accepted.

**F** **I** - The inspection conducted by the Architect to determine that the Project has been completed according to the Contract.

**F** **A** - Crushed Rock, crushed Gravel, or Sand that passes a 1/4 inch sieve, with allowable oversize.

**F** **N** - Written Notice to Proceed provided by the Architect.

**F** **A** **W** - Items of Extra Work ordered by the Architect that are to be paid according to Section 00197.

**G** **M** - Graded and selected free-draining material composed of particles of Rock, Sand, and Gravel.

**G** - Particles of Rock, rounded or not, that will pass a 3 inch sieve and be retained on a No. 4 sieve.

- Every road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of the State, open, used or intended for use by vehicular traffic.

**I** - A term identifying those acts, services, transactions, property, Equipment, labor, Materials, or other items for which the Agency will make no separate or additional payment.

**I** - The representative of the Architect authorized to inspect and report on Contract performance.

**L** - Placing a variable-thickness Course of Materials to restore horizontal and vertical uniformity to existing Pavements, normally continuous throughout the Project.

**L** - The compacted thickness of material placed by Equipment in a single Pass.

**M** **S** - A material source provided by the Agency from which the Contractor is required to obtain Materials. (see 00160.00(b) and 00160.40)

**M** - Any natural or manmade substance specified for use in the construction of the Project or for incorporation into the Work.

**M** - The portion of a divided Highway separating traffic traveling in opposite directions.

**M** - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

**M** **C** **C** - Two or more Courses, exclusive of Patching or Leveling, placed over the entire Roadway width.

**M** **U** **P** - That portion of the Highway Right-of-Way or a separate Right-of-Way, physically separated from motor vehicle traffic and designated for use by pedestrians, bicyclists and other non-motorized users.



**N□□□L□□□** - Theoretical lines specified or indicated on the Plans for measurement of quantities.

**N□□□□□□□□ R□□□** - Rock that has a slake durability index of less than 90 based on a two-cycle slake durability test, as tested by ASTM D 4644, or Rock that is observed to readily degrade by air, water, and mechanical influence.

**N□□□□□ □ P□□□□□□□** - Written notice authorizing the Contractor to begin performance of the Work.

**O□-S□□□ W□□□** - Any Work taking place on the Project Site, including designated staging areas adjacent to the Project Site, except for installation of covered temporary signs according to Section 00225.

**O□□□□□ S□□□** - A Soil with sufficient organic content to influence the Soil properties.

**P□□□□** - The width of specified Material being placed by Equipment in a single Pass.

**P□□□** - One movement of a piece of Equipment over a particular location.

**P□□□□□□□** - Placing a variable-thickness Course of Materials to correct sags, dips, and/or bumps to the existing grade and Cross Section, normally intermittent throughout the Project.

**P□□□□ □□□** - Asphalt concrete or portland cement concrete placed for the use of motor vehicles, bicycles, or pedestrians on Roadways, Shoulders, Multi-Use Paths and parking areas.

**P□□ I□□□ C□□□□□□□ I□□□** - A specific unit of Work for which a price is provided in the Contract.

**P□□□ □□□ B□□□** - The approved security furnished by the Contractor's Surety as a guaranty of the Contractor's performance of its obligation to pay promptly in full all sums due for Materials, Equipment, and labor furnished to complete the Work.

**P□□□** - A Soil composed primarily of vegetative matter in various stages of decomposition, usually with an organic odor, dark brown to black color, and a spongy consistency.

**P□□□□□ □□□□ B□□□** - The approved security furnished by the Contractor's Surety as a guaranty of the Contractor's performance of the Contract.

**P□□□□** - Standard and Supplemental Drawings, and approved unstamped and reviewed stamped Working Drawings. (see 00150.10 and 00150.35)

**P□□□□□□** - The sum of all Work to be performed under the Contract.

**P□□□□□ M□□□□□□□** - The Architect's representative directly responsible for administration of a Contract.

**P□□□□□ S□□□** - The geographical dimensions of the real property on which the Work is to be performed, including designated contiguous staging areas.

**P□□□□□□□□ S□□□□□□** - A Material source provided by the Agency, from which the Contractor has the option of obtaining Materials. (see 00160.00(a) and 00160.40)

**P□□□□□□-O□□□□□ E□□□□□ □□□** - Equipment acquired by a state, county, municipality or political subdivision primarily for use in its own operations.

**P□□□□ T□□□□□□** - Vehicular or pedestrian movement, not associated with the Contract Work, on a public way.

**R□□□□□□** - Publicly or privately owned rail carriers, including passenger, freight, and commuter rail carriers, their tenants, and licensees. Also, Utilities that jointly own or use such facilities.

**R□□□□□□-W□□□** - Land, property, or property interest, usually in a strip, acquired for or devoted to transportation or other public works purposes.

**R□□□□□□** - Completed excavations and embankments for the Subgrade, including ditches, side slopes, and slope rounding, if any.

**R**oadway - The area between the outside edges of the Shoulders and the Right-of-Way boundaries. Unpaved median areas between inside Shoulders of divided Highways and infield areas of interchanges are included.

**R**oadway - That portion of a Highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or Shoulder. If a Highway includes two or more separate Roadways, the term Roadway refers to any such Roadway separately, but not to all such Roadways collectively. (see Traveled Way)

**R**ock - Natural deposit of solid material composed of one or more minerals occurring in large masses or fragments.

**S**ieve - Particles of Rock that will pass a No. 4 sieve and be retained on a No. 200 sieve.

**S**chedule of Pay Items - The list of Pay Items, their units of measurement, estimated quantities, and prices.

**S**chedule of Values - The breakdown of the values of the component elements comprising a lump sum Pay Item.

**S**ubstantial Completion - Written acknowledgment by the Architect of the Substantial Completion of the Work according to 00180.50(g).

**S**ubgrade - The part of a Roadbed contiguous to the Traveled Way or Roadway, whether paved or unpaved, for accommodating stopped vehicles, for emergency use and for lateral support of Base and surface Courses.

**S**oil - Soil passing a No. 200 sieve that is nonplastic or exhibits very low plasticity.

**S**urface Course - A wearing Course only, not including patching or leveling Courses or partial width Base Course.

**S**lope - Vertical distance to horizontal distance, unless otherwise specified.

**S**ilt - Accumulations of particles produced by the disintegration of Rock, which sometimes contains organic matter. Particles may vary in size from Clay to Boulders.

**S**pecifications - Documents which define the procurement of a public improvement Project, including, but not limited to, the Bid Booklet, Agency-provided Plans, Standard Specifications, Special Provisions, Addenda, and which includes all documents incorporated by reference. May also be called Bid Documents.

**S**pecial Provisions - The special directions, provisions, and requirements specific to a Project that supplement or modify the Standard Specifications. Permits and orders governing the Project that are issued directly to the Agency by a governmental or regulatory authority are considered to be part of the Special Provisions, to the extent and under the conditions stipulated in the Special Provisions.

**S**pecifications and Special Provisions - The Standard Specifications and Special Provisions, together with all provisions of other documents incorporated therein by reference.

**S**pecial Drawings - The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project.

**S**pecifications and General Conditions - The General Conditions for Construction for the City of Warrenton published by the Agency, and the 2015 Oregon Standard Specifications for Construction, Parts 00200 through 03000, Technical Specifications, published by the Oregon Department of Transportation as amended by the Agency. It provides directions, provisions, and requirements necessary for performing public improvement projects.

**S**tate - The State of Oregon.

**S**tructures - Bridges, retaining walls, endwalls, cribbing, buildings, culverts, manholes, catch basins, drop inlets, sewers, service pipes, underdrains, foundation drains, and other similar features which may be encountered in the Work.

**S**ubgrade - A Course of specified material of specified thickness between the Subgrade and a Base.

**S**ubcontractor - An Entity having a direct contract with the Contractor or another Subcontractor, to perform a portion of the Work.

**S** - The top surface of completed earthwork on which Subbase, Base, Surfacing, Pavement, or a Course of other Material is to be placed.

**S** - **C** - The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Architect, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

**S** - Those parts of a Structure which support the Superstructure, including bents, piers, abutments, and integrally built wingwalls, up to the surfaces on which bearing devices rest. Substructure also includes portions above bearing surfaces when those portions are built integrally with a Substructure unit (e.g., backwalls of abutments). When Substructure and Superstructure elements are built integrally, the division between Substructure and Superstructure is considered to be at the bottom soffit of the longitudinal or transverse beam, whichever is lower. Culverts and rigid frames are considered to be entirely Substructure.

**S** - Those parts of a Structure above the Substructure, including bearing devices.

**S** - **D** - The Agency-prepared detailed drawings for Work or methods of construction that are Project specific, and are denoted by title in the Project title block.

**S** - The Entity that furnishes goods to be incorporated into the Work.

**S** - The Entity that issues the bond.

**S** - The Course or Courses of material on the Traveled Way, auxiliary lanes, Shoulders, or parking areas for vehicle use.

**T** - **N** - Written acknowledgment by the Architect, subject to Final Acceptance, that as of the date of the notification the Contractor has achieved Final Completion of the Project according to the Contract, including without limitation completion of all minor corrective work, Equipment and plant removal, site clean-up, and submittal of all certifications, bills, forms and documents required under the Contract.

**T** - One short ton of 2,000 pounds (Ton, ton, Tn, or T).

**T** - Soil ready for use in a planting bed.

**T** - **L** - That part of the Traveled Way marked for moving a single line of vehicles.

**T** - **W** - That part of the Highway for moving vehicles, exclusive of berms and Shoulders.

**T** - **S** - That Cross Section established by the Plans which represents in general the lines to which the Contractor shall work in the performance of the Contract.

**U** - **M** - Frozen material, or material that contains organic matter, muck, humus, peat, sticks, debris, chemicals, toxic matter, or other deleterious materials not normally suitable for use in earthwork.

**U** - A line, facility, or system for producing, transmitting, or distributing communications, power, electricity, heat, gas, oil, water, steam, waste, storm water not connected with highway drainage, or any other similar commodity which directly or indirectly serves the public. The term may also mean the utility company, district, or cooperative owning and operating such facilities, including any wholly-owned or controlled subsidiary.

**W** - **B** - The approved security furnished by the Contractor's, Subcontractor's, Manufacturer's, Installer's or Supplier's Surety as a guaranty of performance of their respective warranty obligations.

**W** - Areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, vegetation typically adapted for life in saturated Soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

**W** - The furnishing of all Materials, Equipment, labor, and Incidentals necessary to successfully complete any individual Pay Item or the entire Contract, and the discharge of duties and obligations imposed by the Contract.

**W** - **C** - **D** - A written statement to Contractor issued on or after the Date of the Agreement and signed by Owner and recommended by Architect ordering an addition, deletion, or revision in the Work, or responding to

differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Amount or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Amount or Contract Times.

**W000 D00** - Every Calendar day excluding Saturdays, Sundays and legal holidays as listed in ORS187.010.

**W00000**- Any person performing work under the contract, including employees of the Contractor or subcontractor, and persons having full or partial ownership of the Contractor or subcontractor. (This definition is not intended to nor does it alter the definition or meaning of the term "worker" as used in any applicable laws or regulations, including but not limited to for purposes of paying prevailing wage rates.)

**W00000 D000 0000** - Supplemental Plans, not furnished by the Agency, that the Contractor is required to submit to the Architect. (see 00150.35)

**W0000000 000000** - Any act of physical, verbal or written aggression by an individual in or related to the work place and/or project sites. This includes, but is not limited to, verbal abuse, threats or intimidation and physical intimidation, assault or battery by a worker or former worker. Work place violence may also include destruction or abuse of property.

**S** 00120 - **B** R P

**00120.01 R B O** – See Special Provisions.

**00120.02 P B** – See Special Provisions.

**00120.03 R S D** – See Special Provisions.

**00120.04 P-B M** – See Special Provisions

**00120.10 B B**- The Bid Booklet may include, but is not limited to:

- Call for Bids
- Bidder’s Checklist
- Bid Section
- Appendix, which includes required time-sensitive forms, sample forms, and other informational pages

The Call for Bids and Bid Section may include, but is not limited to:

- Description and location of the proposed Project
- Time, date, and location for opening Bids
- Project completion time
- Class of Work
- Bid statement
- Certificate of non-collusion
- Certificate of Nondiscrimination
- Certificate of noninvolvement in any debarment or suspension (for Federal-Aid Projects)
- Certificate regarding lobbying activities (for Federal-Aid Projects)
- Certificate of residency (for State Projects)
- Certificate of compliance with Oregon tax laws
- Bid Schedule
- Identification of Bidder(s) and Sureties
- Bid signature page
- Bid Bond form
- First-tier Subcontractor Disclosure form

Other certificates or statements may be bound within the Bid Section. Plans, Specifications, and other documents referred to in the Bid Section will be considered part of the Bid.

**00120.15 E W S S D C C** - Before submitting a Bid, Bidders shall make a careful visual examination of the site of the proposed Work, the Bid Booklet, Plans, and Specifications. Bidders shall also review any subsurface investigation material referenced in 00120.25 that may be available and conduct additional investigation of any unusual condition apparent during the visual site examination. As soon as reasonably practicable after noting any such unusual condition, Bidder shall notify Agency, in writing, of any such unusual condition and the additional investigation undertaken by Bidder. Submission of a Bid will constitute confirmation that the Bidder has examined the Project Site and finds the Plans and Specifications to be sufficiently detailed and accurate to enable Bidder to properly perform the Work, and understands the conditions to be encountered in performing the Work and all requirements of the Contract.

The Bidder is responsible for loss or unanticipated costs suffered by the Bidder because of the Bidder's failure to fully examine the site and become fully informed about all conditions of the Work, or failure to request clarification of Plans and Specifications Bidder believes to be erroneous or incomplete.

Any clarification of Plans and Specifications needed by the Bidder shall be requested in writing by email through the Architect. Unless the procurement period is shorter than one week, requests for changes or clarification shall be submitted at least seven days prior to the date of Bid Closing. The Agency will respond to each request at least 72 hours prior to the date of Bid Closing. If the Procurement period is less than seven days, requests shall be submitted within one day after the Procurement is issued and the Agency will issue its response to each such request at least 24 hours prior to Bid Closing. Failure to timely request clarification or changes shall be deemed acceptance of all of the terms and conditions of the Procurement. Oral explanations or interpretations given before receiving Bids for a Project will not be binding. To be binding, interpretation of the Plans and Specifications by the Agency must be made by written Addendum furnished to all Holders of Bidding Plans according to 00120.30. Notification of erroneous or incomplete Plans or Specifications shall also be submitted to the Architect. Such notification shall also be made in sufficient time for the Agency to make any necessary modifications and issue Addenda to Bidders prior to Bid Closing.

**00120.1 Materials, Equipment, and Methods** - When the Contract specifies certain Materials, Equipment, and/or methods, the Bidder shall include those Materials, Equipment, and/or methods in the Bid. Substitution after execution of Contract is specified in 00180.31(b), 00180.31(c), and 00180.31(d).

**00120.17 Use of Agency-Owned Property for Staging or Storage Areas** - The Contractor may use Agency-owned property for staging or storage areas, subject to the following limitations:

**Within Normal Right-of-Way Limits** - If approved by the Architect, the Contractor may use available property within the normal Right-of-Way limits for the purpose of constructing improvements under the Contract. Where the Agency owns, or has rights to, other adjacent properties in the Project area, normal Right-of-Way is limited to a line drawn across that property connecting the normal Right-of-Way limits on either side of the property.

**Outside Normal Right-of-Way Limits** - The Contractor may not use Agency-owned property outside of normal Right-of-Way limits for the Project without the approval of the Architect.

If a Bidder obtains approval before submitting a Bid, use of the property will be at no cost to the Contractor, or at a cost stated by the Architect upon granting approval, as confirmed by Addendum.

If approval is not obtained before submitting a Bid, and the Contractor proposes to use Agency-owned property outside the normal Right-of-Way limits, then use of the property may be approved by the Architect, but the Contractor will be assessed fair market value, as determined by the Architect, for use of the property.

**Regulations** - Contractors shall comply with all applicable laws, ordinances, and regulations pertaining to use of Agency-owned property, and shall:

- Not cause unreasonable impacts on traffic and other facility users.
- Clean up all hazardous materials deposited by, or resulting from, Contractor operations.
- Be responsible for all costs associated with use of the property.

**00120.20 Quantities** - Quantities appearing in the Bid Schedule are approximate and are provided only for comparison of Bids. The Agency does not warrant that the actual individual items, amount of Work, or quantities will correspond to those shown in the Bid Schedule. Payment to the Contractor will be made only for actual quantities of Work performed and accepted or Materials furnished and accepted, as required by the Contract. Quantities of Work to be performed and Materials to be furnished may each be increased, decreased, or omitted as provided in 00120.30 and 00140.30.

**00120.25 Subsurface Investigations** - If the Agency or its consultant has conducted subsurface or geologic investigations of the proposed Project Site or contiguous to the Project Site, the results of the investigations may be included in written reports. If reports have been prepared, such reports shall be included in the Solicitation Documents and shall be considered as part of the Contract Documents to the extent that the Contractor may rely upon the accuracy of the "technical data" contained in such reports. If the Agency has retained subsurface samples, they will also be available for inspection. Bidders and the Contractor may make arrangements for viewing the samples through the Architect's office.

The availability of subsurface information from the Agency is solely for the convenience of the Bidder and shall not relieve the Bidder or the Contractor of any risk, duty to make examinations and investigations as required by 00120.15, or other responsibility under the Contract Documents. It is mutually agreed to by all parties that:

- The subsurface investigations made by the Agency are for the purpose of obtaining data for planning and design of the Project.
- The data for individual test boring logs apply only to that particular boring and is not intended to be conclusive as to the character of any material between or around test borings.
- If Bidders use this information in preparing a Bid, it is used at their own risk, and Bidders are responsible for all conclusions, deductions, and inferences drawn from this information.
- Contractor may not rely upon or make any claim against Owner or Architect, or any of their officers, directors, members, partners, employees, consultants, or subcontractors with respect to any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

**00120.30 C** - The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. Only holders of Solicitation Documents obtained from the Agency's office who have been identified by the Agency as Holders of Bidding Plans will be notified of these Addenda by mail, delivery service, electronic facsimile (FA ) or email sent to the Bidder's mail, street or email address or FA number as it appears in the Agency's files.

The Agency may extend Bid closing if Agency determines prospective bidders need additional time to review and respond to addenda. Agency will not, except to the extent required by a countervailing public interest, issue Addenda less than 72 hours before Bid closing unless the Addendum also extends Bid closing.

The Agency will not be responsible for failure of Bidders to receive Addenda sent as described in the preceding paragraph. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda issued before Bid Closing.

**00120.40 P**

**G**

**1 B** - The Bidders shall not alter, in any manner, the documents within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of an agreement to all certifications and statements contained in the Bid Booklet. Entries on the documents in the Bid Section shall be in black or blue ink or typed. Signatures and initials shall be in ink.

The Bidder shall properly complete and bind all the documents in the Bid Section, as specified in 00120.10, between the front and back covers of the Bid Booklet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided. (see 00120.40(d))

**B S E**

**1 B S E** - Using figures, Bidders shall fill in all blank spaces in the Bid Schedule. For each item in the Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimal places to the right of the decimal point, and shall be expressed in U.S. dollars and cents (for example, 150.25 or 0.37). Unit prices submitted which contain more than two decimal places, will be truncated by the Agency at the second decimal place to determine the product of the unit price and quantity. No rounding will be considered or paid. Bidders Bid shall also enter the total amount of the Bid obtained by adding amounts for all items in the paper Bid Schedule. Corrections or changes of item entries shall be in ink, with incorrect entry lined out and correct entry entered and initialed.

**B A S P** - Bidders shall include in the Bid the address to which all communications concerning the Bid and Contract should be sent. The Bid must be signed by a duly authorized representative of the Bidder.

**B G** - All Bids shall be accompanied by a Bid guaranty in the amount of 5 of the total amount of the Bid.

**1 Bid Guaranty** The Bid guaranty shall be either a Surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 or security in the form of a cashier's check or certified check made payable to the Agency. (see ORS 279C.365(4))

If a Surety bond is submitted, Bidders shall use the Agency's standard Bid Bond form included with the Bid Booklet. Bidders shall submit the bond with original signatures and the Surety's seal affixed. The Bid guaranty shall be submitted by mail, delivery service, or hand delivered to the offices and addresses, and at the times given in the Bid Booklet.

- Acceptable Surety companies are limited to those authorized to do business in the State of Oregon.
- Forfeiture of Bid guaranties is covered by 00130.60, and return of guaranties is covered by 00130.70.

**Disclosure of Subcontractors** - If a Bidder's Bid on a public improvement Project exceeds 100,000, the Bidder shall, within 2 working hours of the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least 15,000; or
- 350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering NONE or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the Bid.

The Subcontractor Disclosure Form may be submitted for a Bid either:

- By filling out the Subcontractor Disclosure Form included in the Bid Booklet and submitting it together with the Bid at the time and place designated for receipt of Bids;
- By removing it from the Bid Booklet, filling it out and submitting it separately to the Agency at the address given in the Bid Booklet; or
- The Subcontractor Disclosure Form shall be sealed in a separate envelope, addressed to Public Works Director, City of Warrenton, 225 S Main Ave, Warrenton, OR 97146, showing on the outside of the envelope the name of the Bidder and the Contract title preceded by the words "Subcontractor Disclosure Form".

Subcontractor Disclosure Forms submitted by any method will be considered late if not received by the Agency within two 2 working hours of the time designated for receiving Bids.

THE AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (see OAR 137-049-0360).

**00120.45 Submission of Bids**

**Bids** - Bids may be submitted by mail, parcel delivery service, or hand delivery to the Agency, and at the times given in the Bid Booklet. Bids may not be submitted by FAX or electronic means. Submit Bids in a sealed envelope addressed to Public Works Director, City of Warrenton, 225 S Main Ave, Warrenton, Oregon 97146. Date of opening and Project title must be plainly marked on the outside of the sealed envelope preceded by the words "Sealed Bid". If a delivery or courier service is used, the Bidder shall place the sealed envelope containing the paper Bid inside the delivery or courier service's envelope.



Bids submitted after the time set for receiving Bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late Bids.

Preparation and submission of Bids is at the sole risk and expense of the Bidder and is not a cost of contract performance.

**00120. 0 R**  **W**  **B**

**B**  - Information entered into the Bid Booklet by the Bidder may be changed after the Bid has been delivered to the Agency, provided that:

- Changes are prepared according to the instructions identified in the Bid Booklet; and
- Changes are received at the same offices, addresses, and times identified in the Bid Booklet for submitting Bids; and
- The changes are submitted in writing, signed by an individual authorized to sign the Bid.

A Bidder may withdraw its Bid after it has been delivered to the Agency, provided that:

- The written withdrawal request is submitted in person on the Bidder's letterhead; and
- The request is signed by an individual who is authorized to sign the Bid, and proof of authorization to sign the Bid accompanies the withdrawal request; and
- The request is received at the same offices, addresses, and prior to the time identified in the Bid Booklet for submitting Bids.

No Bid can be withdrawn after having been opened.

**00120. 5 O**  **C**  **B**  - Bids will be opened and the total price for each Bid will be read publicly at the time and place indicated in the Call for Bids. Bidders and other interested parties are invited to be present.

Bids for each Project will be compared on the basis of the total amount of each Bid. The total amount of the Bid will be the total sum computed from quantities listed in the Bid Schedule and unit prices entered by the Bidder.

In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the Agency may make arithmetic corrections on extension amounts.

**00120.70 R**  **N**  **B**  - A Bid will be considered irregular and will be rejected if the irregularity is deemed by the Agency to render the Bid non-responsive. Examples of irregularities include without limitation:

- The Bid Section documents provided are not properly used or contain unauthorized alterations.
- The Bid is incomplete or incorrectly completed.
- The Bid contains improper additions, deletions, alternate Bids, or conditions.
- The Bid is submitted on documents not obtained directly from the Agency, or is submitted by a Bidder who has not been identified by the Agency as a Holder of Bidding Plans, as required by 00120.03.
- The Bid or Bid modifications are not signed by a person authorized to submit Bids or modify Bids, as required by 00120.40 and 00120.60.
- A member of a joint venture and the joint venture submit Bids for the same Project. Both Bids may be rejected.
- The Bid has entries not typed or in ink, or has signatures or initials not in ink.
- Each change or correction is not individually initialed.
- White-out tape or white-out liquid is used to correct item entries.
- The price per unit cannot be determined.
- The Bid guaranty is insufficient or improper.
- The original Bid Bond form is not used or is altered.

- The Oregon Construction Contractors Board registration number and expiration date are not shown on the Bid if required in the Solicitation Document. This requirement applies to Agency and State-funded Projects, with the exception of Aggregate production and landscape Projects. (not required on Federal-Aid Projects)
- A disclosure of qualified first-tier Subcontractors, if required under 00120.40(e), is not received within 2 working hours of the time Bids are due to be submitted, or the disclosure form is not complete.
- The Bidder has not complied with the DBE requirements of the solicitation.
- The Bid does not acknowledge all issued Addenda.
- The Bid contains entries that are not greater than zero.
- The Bid entries are not expressed in U.S. dollars and cents.
- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

In addition, the Agency may reject all Bids for good cause upon its finding that it is in the public interest to do so. The Agency may also waive minor informalities or irregularities.

**00120.0 R** - This Subsection applies only to Contracts for Projects financed without federal funds.

Bidders shall complete the certificate of residency provided by the Agency in the Bid Booklet. Failure to properly complete the form will be cause to reject the Bid.

As used in the certificate of residency and this Subsection, Resident Bidder means a Bidder who has:

- Paid unemployment taxes or income taxes in the State of Oregon during any of the 12 calendar months immediately preceding submission of the Bid;
- A business address in the State of Oregon; and
- Certified in the Bid that the Bidder qualifies as a Resident Bidder.

Nonresident Bidder means a Bidder who is not a Resident Bidder as defined above.

In determining the lowest Bid, the Agency will, for the purpose of awarding the Contract, add a percentage increase to the Bid of a Nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides (ORS 279A.120). The percentage preference applied in each state will be published on or before January 1 of each year by the Oregon Department of Administrative Services. The Agency may rely on these percentages without incurring liability to any Bidder (ORS 279A.120).

This increase will only be applied to determine the lowest Bid, and will not cause an increase in payment to the Contractor after Award of the Contract.

**00120.90 D** - The Bid(s) of a disqualified Bidder will be rejected. Any of the following reasons is sufficient to disqualify a Bidder:

- More than one Bid is submitted for the same Work by an Entity under the same or different name(s).
- Evidence of collusion among Bidders. Participants in collusion will be found not responsible, and may be subject to criminal prosecution.
- Any of the grounds for disqualification cited in ORS 279C.440.

A Bidder will be disqualified if the Bidder has:

- Not been prequalified as required by 00120.02;
- Been declared ineligible by the Commissioner of the Bureau of Labor and Industries under ORS 279C.860;
- Not been registered (licensed) by the Oregon Construction Contractors Board (CCB) or been licensed by the State Landscape Contractors Board before submitting a Bid (ORS 279C.365(1)(k), ORS 701.021, ORS 701.026, and ORS 671.530). The Bidder's registration number and expiration date shall be shown in the Bid form, if requested. Failure to furnish the registration number, if requested, will render the Bid non-responsive and subject to rejection. (not required on Federal-Aid projects); or

- Been determined by the CCB under ORS 701.227 not to be qualified to hold or participate in a public contract for a public improvement.

**00120.91** **R** **B** **G** **N** **B** - The Bid of a Bidder who is found to be nonresponsible according to the criteria listed in 00130.10 or ORS 279C.375(3) will be rejected.

**S** 00130 - **A** **E** **C**

**00130.00 C** **B** - After opening and reading Bids, the Agency will check them for correct extensions of unit prices and totals. (see 00120.65) The total of extensions, corrected where necessary, will be used by the Agency for Award purposes. Discrepancies between words and figures will be resolved in favor of words. In selecting the lowest responsive Bid, the Agency reserves the right to take into consideration any or all alternatives called for in the Bid Form.

The Agency reserves the right to waive minor informalities and irregularities, and to reject any or all Bids for irregularities under 00120.70 or for good cause after finding that it is in the public interest to do so (ORS 279C.395). An example of good cause for rejection in the public interest is the Agency's determination that any of the unit Bid prices are materially unbalanced to the Agency's potential detriment. A materially unbalanced Bid is defined as, "a Bid which generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced Bid will result in the lowest ultimate cost to the Agency.

The Agency may correct obvious errors, when the correct information can be determined from the face of the document, if it finds that the best interest of the Agency and the public will be served thereby.

Bids will be considered and a Contract awarded, if at all, within 30 Calendar Days from the date of Bid Opening, unless an extension beyond that time is agreed to by both parties and acknowledged in writing by the Bidder.

**00130.10 A** **C** - After the Bids are opened and a determination is made that a Contract is to be awarded, the Contract will be awarded to the lowest responsible Bidder. For the purposes of this Section, lowest responsible Bidder means the responsible Bidder that submitted the lowest responsive Bid who is not on the list created by the Construction Contractors Board according to ORS 701, and who has:

- Substantially complied with all prescribed public bidding procedures and requirements.
- Available the appropriate financial, Materials, Equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the prospective Bidder to meet all contractual responsibilities.
- A satisfactory record of performance. In evaluating a Bidder's record of performance, the Agency may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.
- A satisfactory record of integrity. In evaluating a Bidder's record of integrity, the Agency may consider, among other things, whether the Bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract.
- Qualified legally to contract with the Agency.
- Supplied all necessary information in connection with the Agency's inquiry concerning responsibility. If a prospective Bidder fails to promptly supply information requested by the Agency concerning responsibility, the Agency shall base the determination of responsibility upon any available information, or may find the prospective Bidder not to be responsible.
- Not been disqualified by the public contracting agency under ORS 279C.440.

If the Bidder is found not to have a satisfactory record of performance or integrity, the Agency will document the record and the reasons for the unsatisfactory finding.

The Agency will provide the Notice of Intent to Award to the Bidders, and may provide Notice of Intent to Award on the Agency's web site.

The Award will not be final until the later of the following:

- Seven calendar days after the Notice of Intent to Award has been issued; or
- The Agency has provided a written response to each timely protest, denying the protest and affirming the Award.

If the Agency accepts a Bid and awards a Contract, the Agency will send the successful Bidder written notice of acceptance and Award.

Notice of Award and Contract booklets ready for execution will be sent within 60 Calendar Days of the opening of Bids or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement.

**00130.15 R P A** - Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the Agency a written protest of the Agency's intent to Award within seven Calendar days following the date of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

An aggrieved Bidder may protest an award only if the Bidder alleges, in its written protest, that it should have received the award because:

- (a) All lower Bids are non-responsive;
- (b) The Agency failed to conduct the Bid process as described in the Bid Document;
- (c) The Agency has abused its discretion in rejecting the protestor's Bid as non-responsive or non-responsive; or
- (d) The Agency's evaluation of Bids or subsequent determination of award is otherwise in violation of ORS Chapters 279A and 279C or the Agency's public contracting rules.

The written protest must describe the facts that support the protest. The Agency may not consider late protests or protests that do not describe facts that would support a finding that the Bidder is aggrieved for one of the reasons in clauses (a) through (d) above.

**00130.20 C A** - Without liability to the Agency, the Agency may for good cause cancel Award at any time before the Contract is executed by all parties to the Contract, as provided by ORS 279C.395 for rejection of Bids, upon finding it is in the public interest to do so.

**00130.30 C B** - The Contract booklet may include but is not limited to:

- Special Provisions
- Addenda
- Schedule of Items
- Contract (Agreement)
- Performance Bond
- Payment Bond
- Certification of workers' compensation coverage

**00130.40 C S B** - Before the Agency will execute the Contract, the successful Bidder shall furnish the following:

**P B** - When Awarded the Contract, the successful Bidder shall furnish a Performance Bond and a Payment Bond of a Surety authorized to do business in the State of Oregon.

The successful Bidder shall submit the standard bond forms, which are bound in the Contract booklet. Faxed or photocopied bond forms will not be accepted. The amount of each bond shall be equal to the Contract Amount. The Performance Bond and the Payment Bond must be signed by the Surety's authorized Attorney-in-Fact, and the Surety's seal must be affixed to each bond. A power of attorney for the Attorney-in-Fact shall be attached to the bonds in the Contract booklet, which must include bond numbers, and the Surety's original seal must be affixed to the power of attorney. Bonds shall not be canceled without the Agency's consent, nor will the Agency normally release them, prior to Contract completion. The amount of the Performance and Payment Bonds shall be increased to equal the new Contract Amount whenever the Contract Amount is increased for any reason.

**C** - The successful Bidder shall furnish the Agency certificates of insurance applicable to the Project, according to 00170.70. The insurance coverages shall remain in force throughout the performance of the Contract and shall not be allowed to lapse without prior written approval of the Agency. Bidders shall refer to 00170.70 for minimum coverage limits and other requirements.

For specified Contracts, certified copies, and in some instances the original, of insurance policies may be required by the Special Provisions.

**W** **C** - To certify compliance with the workers' compensation insurance coverage required by 00170.61(a) and 00170.70(d), the successful Bidder shall complete and sign the Certification of Workers' Compensation Coverage form bound in the Contract booklet.

**R** **R**

**1** ORS 701.021, ORS 701.026, and ORS 671.530 require that Bidders be registered with the Oregon Construction Contractors Board or licensed by the State Landscape Contractors Board prior to submission of a Bid on a Project not involving federal funds. Registration with the Construction Contractors Board or licensing by the State Landscape Contractors Board is not a prerequisite to bidding on Federal-Aid Projects; however, the Agency will not execute a Contract until the Contractor is so registered or licensed.

**2** Bidders must be registered with the Corporation Division, Oregon Secretary of State, if bidding as a corporation, limited liability company, joint venture, or limited liability partnership, or if operating under an assumed business name and the legal name of each person carrying on the business is not included in the business name.

**3** A Contractor registered under ORS 701 may bid on a landscaping Project or perform a construction project that includes landscape contracting as a portion of the project if the landscape contracting is subcontracted to a licensed landscaping business as defined in ORS 671.520.

**4** A landscaping business may bid on a Project or perform a Contract that includes the phase of landscape contracting for which it is not licensed if it employs a landscape contractor, or subcontracts with another licensed landscaping business, licensed for that phase.

**T** **I** **N** - The successful Bidder shall furnish the Agency the Bidder's Federal Tax Identification Number.

**00130.50 E** **C** **B**

**B** **B** - The successful Bidder shall deliver the required number of Contract booklets with the properly executed Contract, Performance Bond, Payment Bond, certification of workers' compensation coverage, and the required certificates of insurance, to the Agency within 14 Calendar Days after the date on which the Contract booklets are sent or otherwise conveyed to the Bidder under 00130.10. The Bidder shall return the originals of all documents received from the Agency and named in this Subsection, with original signatures. Certificates of insurance shall also be originals. Certificates of insurance for coverages that are permitted by the Agency under 00170.70(a) to be obtained by appropriate subcontractors shall be delivered by the Contractor to the Agency together with the Contractor's request under 00180.21 for approval of the subcontract with that subcontractor. No copies of these documents will be accepted by the Agency.

Proper execution requires that:

- If the Contractor is a partnership, limited liability partnership, joint venture, or limited liability company, an authorized representative of each Entity comprising it shall sign the Contract, Performance Bond, and Payment Bond, and an authorization to sign shall be attached.
- If the Contractor is a corporation, the President and the Secretary of that corporation shall sign the Contract, Performance Bond, and Payment Bond. However, if other corporate officers are authorized to execute contracts and bonds, the successful Bidder shall furnish with those documents a certified, true and correct copy of the corporate bylaws or minutes stating that authority. If only one officer is signing, then the bylaws or minutes must include the authority to sign without the signature of others. The successful Bidder shall also include the title(s) or corporate office(s) held by the signer(s).

**B** **A** - Within 10 Working Days after the Agency has received and verified the properly executed documents specified in 00130.50(a), and received legal sufficiency approval from the Agency's attorney (if

required), the Agency will execute the Contract. The Agency will then send a fully-executed original Contract booklet to the successful Bidder, who then officially becomes the Contractor.

**00130.0 Failure to Execute Contract Bonds** - Failure of the successful Bidder to execute the Contract and provide the required certificates, certifications, and bonds may be cause for cancellation of the Award, and may be cause for forfeiture of the Bid guaranty under ORS 279C.385.

Award may then be made to the next lowest responsible Bidder, the Project may be re-advertised, or the Work may be performed otherwise as the Agency decides.

The forfeited Bid guaranty will become the Agency's property, not as a penalty but as liquidation of damages resulting from the Bidder's failure to execute the Contract and provide the certificates, certifications, and bonds as required by these Specifications.

**00130.70 Release of Bid Guaranties** - Bid guaranties will be released and checks returned 7 Calendar Days after Bids are opened, except for those of the three apparent lowest Bidders on each Project. The guaranties of the three apparent lowest Bidders will be released and checks returned to unsuccessful Bidders within 7 days of the Agency's execution of the Contract.

**00130.75 City's Business License** – Successful Bidder shall have current business license with the City of Warrenton prior to entering into an agreement. Before permitting a subcontractor to begin work, Contractor shall verify that subcontractor has a current City of Warrenton business license.

**00130.0 Proceed to Work** - Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment, or workers onto that Project Site.

The Contractor will not automatically be entitled to extra compensation because the commencement of Work is delayed by failure of the Agency to send the Contract for execution. However, if more than 60 Calendar Days elapse between the date the Bid is opened and the date the Agency sends the Contract to be executed, the Agency will consider granting an adjustment of time for completion of the Work to offset any actual delay to Contract completion resulting directly from delay in commencement.

**00130.90 Notice to Proceed** - Notice to Proceed will be issued within 5 Calendar Days after the Contract is executed by the Agency.

Should the Agency fail to issue the Notice to Proceed within 5 Calendar Days of Contract execution, the Contractor may apply for an adjustment of Contract Time according to 00180.80(c).

**S 00140 - S 0000 00W 000**

**00140.00 P 000000 00C 0000000-** The purpose of the Contract is to set forth the rights and obligations of the parties and the terms and conditions governing completion of the Work. The Contractor's obligations shall include without limitation the following:

- The Contractor shall furnish all Materials, Equipment, labor, transportation, and Incidentals required to complete the Work according to Plans, Specifications, and terms of the Contract.
- The Contractor shall perform the Work according to the lines, grades, Typical Sections, dimensions, and other details shown on the Plans, as modified by written order, or as directed by the Architect.
- The Contractor shall perform all Work determined by the Architect to be necessary to complete the Project.
- The Contractor shall contact the Architect for any necessary clarification or interpretation of the Contract.

**00140.10 T 000000S 0000000-** The Typical Sections are intended to apply in general. At other locations where the Typical Section is not appropriate, the Contractor shall perform construction to the identified alignment as directed by the Architect.

**00140.20 T 000000000-** The thickness of Courses of Materials shown on the Plans, given in the Specifications, or established by the Architect is considered to be the compacted thickness. Minor variations are acceptable when within tolerances specified in the Specifications or Plans, or when approved by the Architect.

**00140.30 A 000000-R 0000000 C 0000000 0 000 W 0000-** Changes to the Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of Project construction.

Without impairing the Contract, the Agency reserves the right to require changes it deems necessary or desirable within the scope, which in the Specifications means general scope, of the Project. These changes may modify, without limitation:

- Specifications and design
- Grade and alignment
- Cross Sections and thicknesses of Courses of Materials
- Method or manner of performance of Work
- Project Limits

or may result in:

- Increases and decreases in quantities
- Additional Work
- Elimination of any Contract item of Work
- Acceleration or delay in performance of Work

Upon receipt of a Change Order, the Contractor shall perform the Work as modified by the Change Order. If the Change Order increases the Contract Amount, the Contractor shall notify its Surety of the increase and direct the Surety to increase the amount of the performance and payment bonds to equal the new Contract Amount. The Contractor's performance of Work according to Change Orders shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work will be made according to 00195.20. Contract Time adjustments, if any, will be made according to 00180.80. A Change Order signed by the Contractor is the agreement that the adjustment in the Contract Amount or Contract Time indicated is full compensation for all change order items including the impact of the change order on the balance of the Work to be accomplished.

**00140.40 D 0000000 S 000 C 000000000-** The following constitute differing Project Site conditions provided such conditions are discovered at the Project Site after commencement of the Work:

- **T 0000 1** - Subsurface or latent physical conditions that could not have been discovered by careful examination of the Project Site, utilities and available records as described in 00120.15 and differ materially from those indicated in the Contract Documents; or



- **T** - Unknown physical conditions of unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract.

The party discovering such a condition shall promptly notify the other party, in writing, of the specific differing conditions before they are disturbed and before the affected Work is performed. The Contractor shall not continue Work in the affected area until the Architect has inspected such condition according to 00195.30 to determine whether an adjustment to Contract Amount or Contract Time is required.

Payment adjustments due to differing Project Site conditions, if any, will be made according to 00195.30. Contract Time adjustments, if any, will be made according to 00180.80.

**00140.50 E** - ORS 279C.525 will apply to any increases in the scope of the Work required as a result of environmental or natural resources laws enacted or amended after the submission of Bids for the Contract. The Contractor shall comply with the applicable notice and other requirements of ORS 279C.525. The applicable rights and remedies of that statute will also apply.

In addition to ORS 279C.525, the Agency has compiled a list at 00170.01 of those federal, State, and local agencies, of which the Agency has knowledge, that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of Agency contracts.

**00140. 0 E** - If directed by the Architect's written order, the Contractor shall perform work not included in the Contract. The Contractor shall perform this work according to:

- Standard Specifications
- Standard Drawings
- Other Plans and Specifications issued by the Architect

Payment for Extra Work will be made according to Section 00196. Contract Time adjustments, if any, will be made according to 00180.80.

**00140. 5 D** - The Contractor may dispute any part of a Change Order, written order, or an oral order from the Architect by the procedures specified in Section 00199.

**00140.70 C** - The Contractor may submit written proposals to the Architect that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost of construction. Unless otherwise agreed to in writing by the Agency, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, as determined by the Architect, is not eligible for consideration as a cost reduction proposal and will instead be addressed under 00140.30, whether proposed or suggested by the Agency or the Contractor.

- **P** - The Agency will not adopt a cost reduction proposal that impairs essential functions or characteristics of the Project including but not limited to service life, economy of operation, ease of maintenance, designed appearance, or design and safety standards.

To conserve time and funds, the Contractor may first submit a written request for a feasibility review by the Architect. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time savings. The Architect will, within a reasonable time, advise the Contractor in writing whether or not the proposal would be considered by the Agency, should the Contractor elect to submit a detailed cost reduction proposal.

A detailed cost reduction proposal shall include without limitation the following information:

- A description of existing Contract requirements for performing the Work and the proposed change;
- The Contract items of Work affected by the proposed change, including any quantity variation caused by the proposed change;
- Pay Items affected by the proposed change including any quantity variations;
- A detailed cost estimate for performing the Work under the existing Contract and under the proposed change. Cost estimates shall be made according to Section 00197. Costs of re-design, which are incurred after the Agency has accepted the proposal, will be included in the cost of proposed work; and

- A date by which the Architect must accept the proposal in order to accept the proposed change without impacting the Contract Time or cost reduction amount.

**C** **P** **W** - The Contractor shall continue to perform the Work according to Contract requirements until the Architect issues a Change Order incorporating the cost reduction proposal. If the Architect fails to issue a Change Order by the date specified in the proposal, the proposal shall be deemed rejected.

**C** **P** - The Architect is not obligated to consider any cost reduction proposal. The Agency will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted.

The Architect will determine in its sole discretion whether to accept a cost reduction proposal as well as the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the Architect may disregard the Schedule of Items. The Architect will establish prices that represent a fair measure of the value of Work to be performed or to be deleted as a result of the cost reduction proposal.

**S** **I** **C** - As a condition for considering a Contractor's cost reduction proposal, the Agency reserves the right to require the Contractor to share in the Agency's costs of investigating the proposal. If the Agency exercises this right, the Contractor shall provide written acceptance of the condition to the Architect. Such acceptance will authorize the Agency to deduct its share of investigation costs from payments due or that may become due to the Contractor under the Contract.

**A** **P** **R** - If the Contractor's cost reduction proposal is accepted in whole or in part, acceptance will be made by a Change Order that will include without limitation the following:

- Statement that the Change Order is made according to 00140.70;
- Revised Contract Documents that reflect all modifications necessary to implement the approved cost reduction measures;
- Any conditions upon which the Agency's approval is subject;
- Estimated net savings in construction costs attributable to the approved cost reduction measures; and
- A payment provision according to which the Contractor will be paid 50% of the estimated net savings amount as full and adequate consideration for performance of the Work of the Change Order.

The Contractor's cost of preparing the cost reduction proposal and the Agency's costs of investigating the proposal, including any portion paid by the Contractor, will be excluded from determination of the estimated net savings in construction costs. Costs of re-design, which are incurred after the Agency has accepted the proposal, will be included in the cost of the Work attributable to cost reduction measures.

If the Agency accepts the cost reduction proposal, the Change Order that authorizes the cost reduction measures will also address any Contract Time adjustment.

**R** **G** **U** - Once submitted, the cost reduction proposal becomes the property of the Agency. The Agency reserves the right to adopt the cost reduction proposal for general use without additional compensation to the Contractor when it determines that a proposal is suitable for application to other contracts.

**00140.0** **U** **P** **O** **E** - The Contractor is prohibited from using publicly-owned Equipment except in the case of emergency. In an emergency, the Contractor may rent publicly-owned Equipment provided that:

- The Architect provides written approval that states that such rental is in the public interest; and
- Rental does not increase the Project cost.

**00140.90** **F** **T** **C** - Before Final Inspection as described in 00150.90, the Contractor shall neatly trim and finish the Project and remove all remaining unincorporated Materials and debris. Final trimming and cleanup shall include without limitation the following:

- The Contractor shall retrim and reshape earthwork, and shall repair deteriorated portions of the Project Site.
- Where the Work has impacted existing facilities or devices, the Contractor shall restore or replace those facilities to their pre-existing condition.

- The Contractor shall clean all drainage facilities and sanitary sewers of excess Materials or debris resulting from the Work.
- The Contractor shall clean up and leave in a neat, orderly condition, Rights-of-Way, Materials sites, and other property occupied in connection with performance of the Work.
- The Contractor shall remove temporary buildings, construction plants, forms, falsework and scaffolding, surplus and discarded Materials, and rubbish.
- The Contractor shall dispose of Materials and debris including without limitation forms, falsework, scaffolding, and rubbish resulting from clearing, grubbing, trimming, clean-up, removal, and other Work. These Materials and debris become the property of the Contractor. The Contractor shall dispose of these Materials and debris immediately.
- The Contractor shall restore and replant or resurface adjoining properties to match existing grades and existing surfaces.
- The Contractor shall install erosion and sediment control needed to stabilize the Project Site.

Unless the Contract specifically provides for payment for this item, the Agency will make no separate or additional payment for final trimming and cleanup.

**00140.95 “AS-BUILT” Records** – The Contractor shall maintain a current and accurate record of Work completed during the course of this Contract and submit to the Architect updated copies of the project “As-Builts” on a weekly basis. These “As-Builts” drawings shall be kept by accurately marking a designated set of the Contract plans with the specified information as Work proceeds. Accurate, complete and current “As-Built” drawings are a specified requirement for full or partial payment of the Work completed. “As-Builts” shall be reviewed for completeness before recommendation of payment is granted. Incomplete or insufficient “As-Builts” will be returned to the Contractor and recommendation for progress payment denied. At project completion and as a condition of final payment, the Contractor shall deliver an acceptable complete and legible set of “As-Built” drawings to the Architect.

The “As-Built” drawings shall show the information listed below. Where the term “locate” or “location” is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- Record location of underground services and utilities as installed
- Record location of existing underground utilities and services that are to remain and that are encountered during the course of the Work
- Record changes in dimension, location, grade or detail to that shown on plans
- Record changes made by change order
- Record details not in original plans
- Provide fully completed shop drawings reflecting all revisions

Upon completion of the construction, the Contractor shall review and certify the construction set of “As-Built” drawings for completeness and accuracy of representation of any changes. Final payment will not be processed until “As-Built” drawings have been submitted and approved.

**S 00150 - C 00150 - W 00150**

**00150.00 A 00150.00 A 00150.00**- The Architect has full authority over the Work and its suspension. (see Section 00180) The Contractor shall perform all Work to the complete satisfaction of the Architect. The Architect's determination shall be final on all matters, including but not limited to the following:

- Quality and acceptability of Materials and workmanship
- Measurement of unit price Work
- Timely and proper prosecution of the Work
- Interpretation of Contract Documents
- Payments due under the Contract

The Architect's decision is final and, except as provided in 00180.80 for adjustments of Contract Time and Section 00199 for claims for additional compensation, may be challenged only through litigation.

Work performed under the Contract will not be considered complete until it has passed Final Inspection by the Architect and has been accepted by the Agency.

Interim approvals issued by the Architect, including but not limited to Third Notification, will not discharge the Contractor from responsibility for errors in prosecution of the Work, for improper fabrication, for failure to comply with Contract requirements, or for other deficiencies, the nature of which are within the Contractor's control.

**00150.01 P 00150.01 M 00150.01 A 00150.01 D 00150.01** - The Architect may designate a Project Manager as its representative on the Project with authority to enforce the provisions of the Contract.

When the Architect has designated a Project Manager, the Contractor should direct all requests for clarification or interpretation of the Contract, in writing, to the Project Manager. The Project Manager will respond within a reasonable time. Contract clarification or interpretation obtained from persons other than the Project Manager will not be binding on the Agency.

The Project Manager shall have the authority to appoint Inspectors and other personnel as required to assist in the administration of the Contract.

**00150.02 I 00150.02 A 00150.02 D 00150.02** - To the extent delegated under 00150.01, Inspectors are authorized to represent the Architect and Project Manager to perform the following:

- Inspect Work performed and Materials furnished, including without limitation, the preparation, fabrication, or manufacture of Materials to be used;
- Orally reject defective Materials and to confirm such rejection in writing;
- By oral order, temporarily suspend the Work for improper prosecution pending the Architect's decision; and
- Exercise additional delegated authority.

Inspectors are not authorized to:

- Accept Work or Materials.
- Alter or waive provisions of the Contract.
- Give instructions or advice inconsistent with the Contract Documents.

**00150.10 C 00150.10 C 00150.10 D 00150.10** - The Contract Documents, including but not limited to Contract Change Orders, the Special Provisions, the Plans, and the Standard Specifications are intended to collectively describe all of the items of Work necessary to complete the Project. The Contract Documents are complementary; what is required by one is as binding as if required by all.

- **O 00150.10 P 00150.10** - The Architect will resolve any discrepancies between these documents in the following order of precedence:



Contractor shall not begin placing successive Courses or portions of Work until preceding Courses or portions of the Work have been inspected.

If the Contractor performs Work without the Architect's inspection or uses Materials that the Architect has not approved, the Architect may order affected portions of the Work removed at the Contractor's expense.

At the Architect's direction, any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore these portions of Work to the standard required by the Contract. If the Architect rejects Work due to Materials or workmanship, or if the Contractor performed such Work without providing sufficient advance request for inspection to the Architect, the Contractor shall bear all costs of uncovering and restoring the Work. If the Architect accepts the uncovered Work, and the Contractor performed the Work only after providing the Architect with sufficient advance notice, the costs of uncovering and restoring the Work will be paid for by the Agency according to 00195.20.

**I** **F** - The Contractor shall furnish walkways, railings, ladders, shoring, tunnels, platforms, and other facilities necessary to permit the Architect to have safe access to the Work to be inspected. The Contractor shall require producers and fabricators to provide safe inspection access as requested by the Architect.

**S** - When directed by the Agency, the Contractor shall furnish the Architect with samples of Materials that the Architect will test. All of the Contractor's costs related to this required sampling are Incidental.

**I** **T** **P** - Where third parties have the right to inspect the Work, the Contractor shall coordinate with the Architect and shall provide safe inspection access.

**C** **D** **M** **C** - The Contractor shall perform all Work according to the Contract Documents. The Contractor shall correct Work that does not comply with the Contract Documents at its own expense. Inspection of the Work by the Architect does not relieve the Contractor of responsibility for improper prosecution of the Work.

**00150.25 A** **M** **W** - The Contractor shall furnish Materials and shall perform Work in Close Conformance to the Contract Documents. If the Architect determines that the Materials furnished or the Work performed are not in Close Conformance with the Contract Documents, the Architect may:

- Reject the Materials or Work and order the Contractor, at the Contractor's expense, to remove, replace, or otherwise correct any non-conformity; or
- Accept the Materials or Work as suitable for the intended purpose, adjust the amount paid for applicable Pay Items to account for diminished cost to the Contractor or diminished value to the Agency, document the adjustment, and provide written documentation to the Contractor regarding the basis of the adjustment.

The Architect's decisions concerning acceptability of Materials or Work will be final.

**00150.30 D** **N** - Written notices to the Contractor by the Architect or the Agency will be delivered:

- In person;
- by electronically confirmed facsimile transmission;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested), to the current office address as shown in the records of the Agency; or
- By overnight delivery service of a private industry courier, to the current office address as shown in the records of the Agency.

Notices shall be considered as having been received by the Contractor:

- At the time of actual receipt when delivered in person or by facsimile transmission;
- At the time of actual receipt or 7 Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

Written notices to the Architect or the Agency by the Contractor shall be delivered to the Agency address shown in the Special Provisions, unless a different address is agreed to by the Architect, and shall be delivered:

- In person;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested); or
- By overnight delivery service of a private industry courier.

Notices will be considered as having been received by the Agency:

- At the time of actual receipt when delivered in person or by facsimile transmission;
- At the time of actual receipt or 7 Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

#### 00150.35 **S**

**D** - Submittals covered by these requirements include manufacturers' information, shop drawings, test procedures, test results, samples, requests for substitutions, and miscellaneous Workrelated submittals. Submittals shall also include, but not be limited to, all mechanical, electrical and electronic equipment and systems, materials, reinforcing steel, fabricated items, and piping and conduit details. The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the Contract Documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract Documents.

#### **Contractor's Responsibilities**

- (1) The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Architect in each case where his submittal may affect the work of another contractor or the Agency. The Contractor shall coordinate submittals among its subcontractors and suppliers including those submittals complying with unit responsibility requirements specified in applicable technical sections.
- (2) The Contractor shall coordinate submittals with the Work so that Work will not be delayed. It shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with Work related to a submittal until the submittal process is complete. This requires that submittals for review and comment shall be returned to the Contractor with the indication No Exceptions Taken or Make Corrections Noted.
- (3) The Contractor shall certify on each submittal document that it has reviewed the submittal, verified field conditions, and complied with the contract documents.
- (4) The Contractor may authorize in writing a material or equipment supplier to deal directly with the Architect or with the Agency with regard to a submittal. These dealings shall be limited to contract interpretations to clarify and expedite the Work.

□ **S**□□□ **D**□□□ □□□□ □□□ **P**□□□□□□□ **S**□□□□ □□□□□

- (1) Wherever called for in the Contract Documents or where required by the Architect, the Contractor shall furnish to the Architect for review, five (5) copies plus one reproducible copy or electronic file, of each Shop Drawing or Product submittal. Shop Drawings may include detail design calculations, shop-prepared drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items. If a list, graph, catalog sheet, data sheet, etc. includes more than one item, clearly mark which item is the subject of the submittal. Shop Drawings shall bear the signature and seal of an Architect registered in the appropriate branch and in the state of Oregon, unless otherwise indicated. Whenever the Contractor is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an Architect registered in the appropriate branch and in the state of Oregon, unless otherwise indicated.
- (2) Shop Drawing and Product submittals shall be accompanied by the Architect's standard submittal transmittal form, a reproducible copy of which is available from the Architect. A submittal without the form or where applicable items on the form are not completed will be returned for resubmittal.
- (3) Organization
  - A single submittal transmittal form shall be used for each technical specification section or item or class of material or equipment for which a submittal is required. A single submittal covering multiple sections will not be acceptable, unless the primary specification references other sections for components. Example: if a pump section references other sections for the motor, shop-applied protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be acceptable. A single submittal covering vertical turbine pumps and horizontal split case pumps would not be acceptable.
  - On the transmittal form, index the components of the submittal and insert tabs in the submittal to match the components. Relate the submittal components to specification paragraph and subparagraph, Drawing number, detail number, schedule title, room number, or building name, as applicable.
  - Unless indicated otherwise, terminology and equipment names and numbers used in submittals shall match those used in the Contract Documents.
- (4) Format
  - Minimum sheet size shall be 8.5 inches by 11 inches. Maximum sheet size shall be 22 inches by 34 inches. Every page in a submittal shall be numbered in sequence. Each copy of a submittal shall be collated and stapled or bound, as appropriate. The Architect will not collate sheets or copies.
  - Where product data from a manufacturer is submitted, clearly mark which model is proposed, with complete pertinent data capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports. Sufficient level of detail shall be presented for assessment of compliance with the Contract Documents.
  - Each submittal shall be assigned a unique number. Submittals shall be numbered sequentially, and the submittal numbers shall be clearly noted on the transmittal. Original submittals shall be assigned a numeric submittal number (e.g., 25). If submittal "25" requires a resubmittal, the first resubmittal will bear the designation 25.A and the second resubmittal will bear the designation 25.B and so on.
  - If there is a follow-up submittal related to a previously submitted class of material or type of equipment (e.g., follow-up submittal to submittal "25"), it shall be assigned the number "25.1". If submittal "25.1" requires a resubmittal, the first resubmittal will bear the designation "25.1.A" and the second resubmittal will bear the designation 25.1.B and so on.
- (5) Disorganized submittals that do not meet the requirements of the Contract Documents will be returned without review.



- (6) Except as may otherwise be indicated, the Architect will return prints of each submittal to the Contractor with comments noted thereon, within 21 Days following receipt by the Architect. It is considered reasonable that the Contractor will make a complete and acceptable submittal to the Architect by the first resubmittal on an item. The Owner reserves the right to withhold monies due to the Contractor to cover additional costs of the Architect's review beyond the first resubmittal. The Architect's maximum review period for each submittal or resubmittal will be 21 Days.
- (7) If a submittal is returned to the Contractor marked NO EXCEPTIONS TAKEN, formal revision and resubmission will not be required.
- (8) If a submittal is returned marked MAKE CORRECTIONS NOTED, Contractor shall make the corrections on the submittal, but formal revision and resubmission will not be required, except where specifically required by Architect as indicated on the submittal review form.
- (9) If a submittal is returned marked AMEND-RESUBMIT, the Contractor shall revise it and shall resubmit the required number of copies to the Architect for review. Resubmittal of portions of multi-page or multi-drawing submittals will not be allowed. For example, if a Shop Drawing submittal consisting of 10 drawings contains one drawing noted as AMEND - RESUBMIT, the submittal as a whole is deemed AMEND - RESUBMIT, and 10 drawings are required to be resubmitted.
- (10) If a submittal is returned marked REJECTED-RESUBMIT, it shall mean either that the proposed material or product does not satisfy the specification, the submittal is so incomplete that it cannot be reviewed, or is a substitution request not submitted in accordance with the General Conditions. In the first 2 cases, the Contractor shall prepare a new submittal and shall submit the required number of copies to the Architect for review. In the latter case, the Contractor shall submit the substitution request according to the General Conditions.
- (11) Resubmittal of rejected portions of a previous submittal will not be allowed. Every change from a submittal to a resubmittal or from a resubmittal to a subsequent resubmittal shall be identified and flagged on the resubmittal.
- (12) Fabrication of an item may commence only after the Architect has reviewed the pertinent submittals and returned copies to the Contractor marked either NO EXCEPTIONS TAKEN or MAKE CORRECTIONS NOTED. Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as changes to the Contract requirements.
- (13) Submittals shall be carefully reviewed by an authorized representative of the Contractor prior to submission to the Architect. Each submittal shall be dated and signed by the Contractor as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be so dated and signed. Any deviations from the Contract Documents shall be noted by the Contractor on the transmittal form and such deviation shall be subject to approval in writing by the Architect and Agency. The Architect will only review submittals that have been so verified by the Contractor. Non-verified submittals will be returned to the Contractor without action taken by the Architect, and any delays caused thereby shall be the total responsibility of the Contractor.
- (14) Corrections or comments made on the Contractor's Shop Drawings during review do not relieve the Contractor from compliance with Contract Drawings and Specifications. Review is for conformance to the design concept and general compliance with the Contract Documents only. The Contractor is responsible for confirming and correlating quantities and dimensions, fabrication processes and techniques, coordinating Work with the trades, and satisfactory and safe performance of the Work.

**Quality Control Submittals**

- (1) Quality control submittals are defined as those required by the Specifications to present documentary evidence to the Architect that the Contractor has satisfied certain requirements of the Contract Documents.
- (2) Unless otherwise indicated, QC submittals shall be submitted:

- Before delivery and unloading, for the following types of submittals:
  - Manufacturers' installation instructions
  - Manufacturers' and Installers' experience qualifications
  - Ready mix concrete delivery tickets
  - Design calculations
  - Affidavits and manufacturers' certification of compliance with indicated product requirements
  - Laboratory analysis results
  - Factory test reports
  
- For the following types of submittals, the manufacturer's field representative shall submit a draft certification prior to leaving the Project site and a final certification within 7 days of the event documented:
  - Manufacturers' field representative certification of proper installation
  
- Within 30 Days of the event documented for the following types of submittals:
  - Field measurement
  - Field test reports
  - Receipt of permit
  - Receipt of regulatory approval

(3) The Architect will record the date that a QC submittal was received and review it for compliance with submittal requirements, but the review procedures above for Shop Drawings and samples will not apply.

**D** **S** **A**

- (1) For the purposes of this section, Deferred Submittals are defined as those portions of the Project that are Contractor-designed and must be submitted to the Agency's building official for approval and to meet Building Permit plan review requirements.
- (2) The Architect will schedule a pre-submittal conference with the Contractor and Agency's building official to discuss proposed Deferred Submittal items, requirements, and review schedule.
- (3) The Contractor shall list the Deferred Submittals on the title or cover sheet of the Drawings for submission to the Agency and shall state the design criteria/assumptions of the Deferred Submittal items on the plans. Deferred Submittals shall include details for connection of materials to the structure and calculations showing that the specified structural requirements are met.
- (4) The Contractor shall submit Deferred Submittals to the Architect for review for general conformance to the design of the structure. Neither the Agency nor the Architect is responsible for coordination of Deferred Submittal components with Contract Documents. Review does not lessen nor shift burden or responsibility from Contractor or assigned subcontractor/supplier to the Agency or Architect. The Architect, upon confirming the Deferred Submittals are in general conformance with the design, shall forward the Deferred Submittals to the building official. Contractor is responsible, with no exceptions, to ensure that building official's Deferred Submittal review will not adversely affect Project's construction schedule. The Deferred Submittal items shall not be installed by the Contractor until the design and Deferred Submittals have been approved by the building official.

□ **Effect of Review of Contractor's Submittals**

- (1) Review of Contract drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Architect or the Agency, or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. An indication of NO OBJECTIONS TAKEN OR MATERIAL CORRECTIONS NOTED shall mean that the Agency or Architect has no objection to the Contractor, upon its own responsibility, using the plan or method of Work proposed, or providing the materials or equipment proposed.

**00150.37 Equipment Lists and Other Required Submittals** - The Contractor shall submit Equipment lists, and other required submittals for approval by the Architect. With each submittal, the Contractor shall clearly identify the applicable specification sub-section and the product make, model, size and proposed options.

**00150.40 Construction Superintendent**

The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

- Provide for the cooperation and superintendence on the Project by:
  - Furnishing the Architect all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.
  - Allowing the Architect reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Architect will make reasonable efforts to honor the Contractor's request for protection of confidential information.
  - Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Architect if necessary.
- Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:
  - Appointees shall be competent to manage all aspects of the Work.
  - Appointees shall be from the Contractor's own organization.
  - Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
  - Appointees shall be experienced in the types of Work being performed.
  - Appointees shall be capable of reading and thoroughly understanding the Contract Documents.
- The appointed single Superintendent, or any alternate Superintendent shall:
  - Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Architect provides prior approval of the Superintendent's or alternate Superintendent's absence.
  - Be equipped with a two way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Architect.
  - Have full authority and responsibility to promptly execute orders or directions of the Architect.
  - Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
  - Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.
  - Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
  - Cooperate in good faith with the Architect, Inspectors, and other contractors in performance of the Work.
  - Provide all assistance reasonably required by the Architect to obtain information regarding the nature, quantity, and quality of any part of the Work.

- Provide access, facilities and assistance to the Architect in establishing such lines, grades and points as the Architect requires.
- Carefully protect and preserve the Architect's benchmarks and horizontal control locations.

Any Superintendent or alternate Superintendent who repeatedly fails to follow the Architect's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Architect has the authority to suspend the Work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Architect may impose any remedies available under the Contract, including but not limited to Contract termination.

**00150.50** C  U

**G** - Unless otherwise specified in the Special Provisions or on the Plans, existing Utilities requiring adjustment may be adjusted by the Utility before, during, or after Project construction. Adjustment of Utilities shall mean the alteration, improvement, connection, disconnection, relocation, or removal of existing Utility lines, facilities, or systems in temporary or permanent manner.

**C** **R** - The Contractor shall:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners after the Contract is awarded to verify all Utilities' involvement on the Project Site;
- Coordinate Project construction with the Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect it from damage or disturbance and promptly notify the Architect; and
- Report to the Architect any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Architect's approval, the Contractor may propose adjustments to the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

**N** - If the Project is located within the area served by the Oregon Utility Notification Center, the Contractor shall notify owners of Utilities prior to the performance of Work in the vicinity of their facilities. The Utilities notification system telephone number is 1-800-332-2344.

The Contractor shall comply with the rules of the Oregon Utility Notification Center, OAR 952-001-0010 through OAR 952-001-0090, and ORS 757.993. The Contractor may contact the Oregon Utility Notification Center at 503-232-1987 about these rules.

**00150.53** U  E  I

**G** - Information shown on the plans as to the location of existing water courses and utilities has been compiled from available sources and may not be accurate. The Contractor shall determine the location and nature of affected water courses, utilities and underground improvements prior to commencing Work.

The Contractor shall provide for the flow of water courses and essential utilities that may be interrupted during the progress of the Work and shall restore such water courses or utilities after completion of the Work.

The plans will not normally show the new location of utilities that have been adjusted immediately prior to the project or will be adjusted as part of the project Work.

Except where the plans indicate, utilities have been field located during design or certain utility locations shall be exposed as part of the Work. The Contractor shall be responsible for exploratory excavations as it deems necessary to determine the exact locations and depths of utilities which may interfere with Work. All such exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's progress. When such exploratory excavations show the utility location as shown on the plans to be in error, the Contractor shall so notify the Architect.

The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility. Unless otherwise provided herein, all potholing and exploratory work shall be incidental to the Work and no separate payment shall be made therefore.

The Contractor shall coordinate project construction with the adjustment of utilities, take all necessary precautions to prevent disturbing the utilities, and perform work so that utility owners and users are caused a minimum of inconvenience.

The Contractor shall protect underground utilities and other improvements which may be impaired during construction operations, regardless of whether or the not the utilities are indicated on the plans. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

To ease or streamline the work, the Contractor may desire to adjust the utilities by asking the utility owners to move, remove, or alter their equipment in ways other than those shown on the plans or in the Contract Documents. The Contractor shall conduct the negotiations, make the arrangements, and pay all costs that arise from such changes.

- **Utilities to be Moved** – In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder shall be notified by the Contractor to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the utility company and the Architect a sufficient time in advance for the necessary measures to be taken to prevent the interruption of service.
- **Utilities to be Removed or Relocated** – Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in manner satisfactory to the Architect and the owner of the facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- **Protection of Existing Utilities** – Existing utility lines and underground improvements that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines and underground improvements that are encountered during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the Contractor, unless otherwise repaired by the owner of damaged utility. If the owner of the damage facility performs its own repairs, the Contractor shall reimburse said owner for the costs of repair.
- **Protection of Unmarked Utilities** – In the event that the Contractor damages existing utility lines or underground improvements that are not indicated in the plans or marked in the field, or are not indicated or marked with reasonable accuracy, or the locations of which are not made known to the Contractor prior to excavation, the Contractor shall immediately provide a verbal report of such damage to the Architect, and provide a written report thereof promptly thereafter. The Contractor shall immediately notify the owner of the damaged utility. If directed by the Architect, repairs shall be made by the Contractor under the provisions for changes and extra work contained in the General Conditions.

This subsection applies only to main line utilities. For service lines, see Subsection 00150.53(f).

For purposes of this section, "reasonable accuracy" is defined as within 4 feet horizontally from actual location. No representation shall be made concerning the accuracy of vertical elevations of existing utilities, even if indicated in the plans, and no additional payment will be made for damage to utilities encountered at depths differing from those indicated.

- **Utilities Section** **NOTICE** – If service lines are encountered, whether shown, marked or not, the Contractor shall take precautions to carefully work around them and repair them if they are damaged by the Contractor, at no additional cost to the Agency.
- **Repairs** – All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other Work.
- **Right of Access** – The right reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.

**00150.55** **Contractor's Obligations** - The Agency reserves the right to perform other work on or near the Project Site, including without limitation any Materials site, with forces other than those of the Contractor.

If such work takes place on or near the Project Site, the Contractor shall have the following obligations:

- The Contractor shall coordinate Work with other contractors or forces.
- The Contractor shall cooperate in good faith with all other contractors or forces.
- The Contractor shall perform the Work specified in the Contract in a way that will minimize interference and delay for all forces involved.
- The Contractor shall place and dispose of the Materials being used so as not to interfere with the operations of other forces.
- The Contractor shall join the Work with that of other forces in a manner acceptable to the Architect or the Agency, and shall perform it in the accepted sequence with the work of the other force.

The Architect will resolve any disagreements under this Subsection that may arise among the Contractor and other work forces, or between the Contractor and the Agency. The Architect's decision in these matters is final, as provided in 00150.00.

When the schedules for Work of the Contractor and the work of other forces overlap, each contractor involved shall submit a current, realistic progress schedule to the Architect. Before the Architect accepts the schedule, each party shall have the opportunity to review all schedules. After this review and any necessary consultations, the Architect will determine acceptable schedules.

The Contractor waives any right it may have to make claims against the Agency for any damages or claims that may arise because of inconvenience, delay, or loss due solely to the presence of other contractors working on or near the Project Site.

If the Contract gives notice of work to be performed by other forces that may affect the Contractor's Work under the Contract, the Contractor shall include any costs associated with coordination of the Work in the appropriate Pay Item or as a portion of a Pay Item.

In an emergency, the contractor most immediately able to respond may repair a facility or Utility of another contractor in order to prevent further damage to the facility, Utility, or other Structure as a result of the emergency.

**00150.0 C**

**L** - The Contractor shall comply with legal weight and speed restrictions when moving Materials or Equipment beyond the limits of the Project Site.

The Contractor shall control vehicle and Equipment loads and speeds within the Project Site according to the following restrictions, unless the Special Provisions provide otherwise:

- The Contractor shall restrict loads and speeds as necessary to avoid displacement or loss of Materials on Subgrades and Aggregate Bases.
- The Contractor shall restrict weights to legal loads, and shall travel at speeds of no more than 45 mph or the posted construction speed, whichever is less, on treated Bases, Pavement, or wearing Courses.
- The Contractor shall not cross Bridges or other Structures with Equipment or vehicles exceeding the legal load limit without prior written permission of the Architect. The Contractor shall make any such request in writing, describing the loading details and the arrangement, movement, and position of the Equipment on the Structure. The Contractor shall comply with any restrictions or conditions included in the Architect's written permission.

**P** - The Contractor shall use temporary fill or other methods to avoid overload of pipes, box culverts, and other items that are covered, or to be covered, by fill or backfill.

**R** - The Contractor shall assume responsibility for damages caused by excessive Equipment speed or loads while performing the Work, both inside and outside the Project Site. The Architect's permission to cross Bridges and other Structures, according to 00150.60(a) will not relieve the Contractor from responsibility for load-caused damages.

**00150.70 D** - The Contractor shall avoid operations whose methods, conditions, or timing may injure people or damage property or the Work. Damage may include without limitation, staining surfaces with mud or asphalt. (also see 00150.60, 00150.75, and Section 00170)

When any such damage occurs, the Architect will determine if it is to be corrected by repair, replacement, or compensatory payment by the Contractor. If compensatory payment is required, the Architect will determine the amount. Compensatory payment may be deducted from monies due or to become due to the Contractor under the Contract.

**00150.75 P** - The Contractor shall protect and maintain the Work during construction and until Third Notification has been issued, unless otherwise provided in the Contract. For the purposes of this Subsection, maintenance shall include measures to prevent deterioration of Roadway and Structures at the Project Site, and to keep them in good condition at all times during the prosecution of the Work. The Contractor shall continuously allocate sufficient Equipment and workers to achieve such maintenance.

If the Contract requires the placement of a Course upon a previously constructed Course or Subgrade, the Contractor shall maintain the previous Course or Subgrade during all construction operations.

The Contractor shall include costs of protecting and maintaining the Work during construction in the unit prices bid for the various Pay Items. The Contractor will not be paid an additional amount for this Work, unless otherwise specified.

The Architect will timely notify the Contractor of Contractor's noncompliance with this Subsection. If the Contractor fails to remedy unsatisfactory protection or maintenance within 24 hours after receipt of such notice, the Architect may proceed to remedy the deficiency, and deduct the entire cost from monies due or to become due the Contractor under the Contract.

**00150.0 R** - The Contractor shall correct or remove unacceptable Work and remove unauthorized work, as directed by the Architect in writing. The Contractor shall replace such work with Work and Materials conforming to the requirements of the Contract.

For the purposes of this Subsection, unauthorized work shall include without limitation the following:

- Work that extends beyond lines shown on the Plans or otherwise established by the Architect;
- Work that is contrary to the Architect's instructions; and
- Work that is conducted without the Architect's written authorization.

The Agency will not pay the Contractor for unacceptable Work or unauthorized work. The Architect may issue a written order for the correction or removal of such work at the Contractor's expense.

If, when ordered by the Architect, the Contractor fails to correct or remove unacceptable Work or unauthorized work, the Architect may have the correction, or removal and replacement, done by others and deduct the entire cost from monies due or to become due the Contractor under the Contract.

**00150.90 Final Inspection**

**On-Site Construction Work** - The Architect will inspect the Project at a time close to the completion of On-Site Work for Contractor's compliance with the Contract Documents.

When all On-Site Work on the Project is completed, including but not limited to Change Order Work and Extra Work, the Architect will issue Second Notification as specified in 00180.50(g).

Within 15 Calendar Days after the Architect receives the Contractor's written notification that all punch list items, final trimming and cleanup according to 00140.90 have been completed, the Architect will review the Project and notify the Contractor that all Work is complete, or will give the Contractor written instruction regarding incomplete or unsatisfactory Work.

**Acceptance Work** - The Architect will issue the Third Notification when the Contractor has satisfactorily accomplished all of the following:

- The Contractor has completed all On-Site Work required under the Contract, including the punch list items from (a) above;
- The Contractor has removed all Equipment; and
- The Contractor has submitted all required certifications, bills, forms, warranties and other documents.
- The Contractor has submitted complete and acceptable "As-Built" drawings as specified in 00140.95.

**00150.91 Post-Construction Review** - The Contractor or the Architect may request a Post-Construction Review meeting, to be held at a time prior to issuance of Third Notification but not earlier than 15 Days following the date of Second Notification. The meeting may be held if agreed to by both parties. The party making the request will conduct the meeting, and will announce the time and place of the meeting at least 15 Days prior to the meeting date. The purpose of this meeting is to examine the Project for possible process improvements that may benefit future projects.

**00150.95 Final Acceptance** - After the Architect completes Final Inspection of all Correction Period work and deems it satisfactorily completed, the Agency will acknowledge Final Acceptance. The Agency will notify the Contractor in writing of the date of Final Acceptance within 7 Calendar Days after Final Acceptance, or as soon thereafter as is practicable.

**00150.9 Materials and Workmanship Guarantees** - Prior to Third Notification, the Contractor shall transfer to the Agency all unexpired manufacturer's, installer's or supplier's warranties and guarantees for Materials and Equipment installed on the Project. Such warranties and guarantees shall recite that they are enforceable by the Agency.

**00150.97 Responsibility of Contractor**

- The Contractor shall perform the Work according to the terms, conditions, and requirements of the Contract.
- Whether before or after the Agency's acceptance of the Work, the Contractor shall be responsible for:



- Correcting or repairing any defects in, or damage to, the Work which results from the use of improper or defective materials or workmanship; or
- Replacing, in its entirety, the Work affected by the use of improper or defective materials or workmanship to the extent provided by law; and
- Correcting or repairing any Work, Materials, Structures, Existing Surfacing, Pavement, Utilities, or sites, including without limitation Wetlands, damaged or disturbed in that correction, repair, or replacement. (see 00170.80 to 00170.85)

**S** 001 0 - **S** **M**

**001 0.00 D** - The following definitions apply to Section 00160:

- P** **S** - Agency-furnished Materials source, use of which by the Contractor is optional. The Agency makes no guarantee or representation, by implication or otherwise, of the land use status, quantity, quality, or acceptability of Materials available from it, except as may be stated in the Special Provisions.
- M** **S** - Agency-furnished Materials source, use of which by the Contractor is required.

**001 0.01 N** **S** **S** **M**

- A** **M** - The Contractor shall notify the Architect in writing of all proposed Materials sources of supply, including without limitation any steel or other fabricators within the following time frames:
  - At least 15 Calendar Days before using or fabricating Materials, if source is within the State; or
  - At least 45 Calendar Days before using or fabricating Materials, if source is outside the State
- P** **S** **M** - When given an option to use Prospective Sources of Materials to be incorporated into the Work, the Contractor shall notify the Architect in writing of the option selected within 15 Calendar Days from date of Notice to Proceed. Otherwise, such Materials sources may become unavailable.
- A** **R** - Before allowing production or delivery of Materials to begin from any source, the Contractor must obtain the Architect's approval. Approval to use any source does not imply that Materials from that source will be accepted. If approved sources do not provide Materials that meet Specifications, the Materials will be rejected. The Contractor will then be responsible for locating other sources and obtaining the Architect's approval.

**001 0.05 Q** **P** **L** **QPL** - The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in construction. The QPL is published twice a year and is available from ODOT's Construction Section; 800 Airport Road SE; Salem, OR 97301-4798; phone 503-986-3000. It may also be viewed on ODOT's web site.

The current version of the QPL at the time of Bid Closing is the version in effect for the Project. The Architect may approve for use a conditionally qualified product, or a product qualified for inclusion in a later edition of the QPL, if the Architect finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at the Contractor's expense.

**001 0.10 O** **P** **F** **M** - The Contractor shall not place orders for or produce full quantities of Materials anticipated to be required to complete the Work until the Work has advanced to a stage that allows the quantities to be determined with reasonable accuracy.

- C** **D** - In purchasing, producing, or delivering Materials, the Contractor shall take into account the following:
  - Kind of work involved;
  - Amount of work involved;
  - Time required to obtain Materials; and
  - Other relevant factors.
- Q** **M** - Materials quantities shown on the Plans, or indicated by quantities and Pay Items, are subject to change or elimination. The Contractor is responsible for payment for excess Materials delivered to the Project Site or storage sites. Unless otherwise specified in the Contract, the Agency will not be responsible for:

- Materials the Contractor may deliver or produce in excess of Contract requirements;
- Extra expense the Contractor may incur because Materials were not ordered or produced earlier; or
- The Contractor's expenses related to Materials ordered by the Contractor that are not subsequently approved for use.

Excess Materials, ordered or produced by the Contractor, without approval of the Architect, may be purchased by the Agency at the sole discretion of the Agency. (see 00195.80)

**001 0.20 P**  **M**

**B**  **A** - If federal highway funds are involved on the Project, the Contractor shall limit the quantity of foreign Materials incorporated into the Work as follows. Section 635.410 of Title 23, Code of Federal Regulations, and the Intermodal Surface Transportation Efficiency Act require that all iron or steel manufacturing processes, including without limitation the casting of ingots, for iron or steel Materials permanently incorporated into the Project shall occur in the United States, unless the cost of foreign-origin iron or steel Materials does not exceed one-tenth of one percent (0.1 %) of the Contract Amount or 2,500, whichever is greater. The Contractor shall not incorporate foreign-origin iron or steel Materials in excess of this amount into the Project. All foreign-origin iron or steel Materials incorporated in the Project in excess of the amount indicated above shall be removed and replaced with domestic iron or steel Materials at the Contractor's expense. For purposes of this Specification, the cost of foreign-origin iron or steel Materials shall be the value of the iron or steel products as of the date they are delivered to the Project Site.

Manufacturing processes include without limitation the application of coatings to finished iron or steel products or components. Coatings include epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the steel or iron product or component.

The Contractor shall provide the Architect with a Certificate of Materials Origin, on a form furnished by the Architect, before incorporating any iron or steel products into the Project. Unless a Certificate of Materials Origin has been provided to the Architect, the Materials shall be considered of foreign origin.

The Contractor shall retain manufacturers' certificates verifying the origin of all domestic iron or steel Materials for 3 years after the date of final payment for the Project, and shall furnish copies to the Architect upon request.

**B**  **O** - According to ORS 279A.120, the Contractor shall give preference to goods or services produced in Oregon if price, fitness, availability, and quality are equal. This provision does not apply to Contracts financed wholly or in part by federal funds.

**R**  **M** - According to ORS 279A.010, ORS 279A.125, ORS 279A.145, ORS 279A.150, and ORS 279A.155, and subject to the approval of the Architect, the Contractor shall use recycled products to the maximum extent economically feasible.

**001 0.30 A**  **F**  **M** - Unless otherwise specified in the Special Provisions, Materials listed as Agency-furnished will be available to the Contractor free of charge.

The Contractor shall be responsible for all Materials furnished by the Agency and shall pay all demurrage and storage charges. The Contractor shall replace at its expense Agency-furnished Materials lost or damaged due to any cause.

The locations at which Agency-furnished Materials are available will be specified in the Special Provisions. If the locations are not listed in the Special Provisions, the Agency-furnished Materials will be furnished to the Contractor at the Project Site. In either case, all costs of handling, hauling, unloading, and placing Agency-furnished Material shall be considered included in the price paid for the Pay Item involving such Material.

All Agency-furnished Materials not incorporated into the Work remains the property of the Agency. The Contractor shall deliver such Materials as directed by the Architect.

**001 0.50 A**  **C**  **L**  **L**  **R**

**G** - The Contractor shall have no property rights in, or right of occupancy on, Agency-Controlled Land. Nor shall the Contractor have the right to sell, use, remove, or otherwise dispose of any material from Agency-

Controlled Land, areas, or property, except as specified in the Special Provisions or by the written authorization of the Architect.

Unless authorized in the Contract, the Contractor shall not disturb any material within Rights-of-Way without written authorization from the Architect.

Unless otherwise specified in the Contract, the ownership of all materials originating on Agency-Controlled Lands will at all times vest in, and remain within the control of, the Agency.

**Waste, Excess, and By-Product Materials** - All waste, excess, and by-product materials, collectively referred to in this Subsection as By-Products, from the manufacture or production of Materials from Agency-Controlled Lands shall remain Agency property. Unless otherwise ordered by the Architect in writing, By-Products shall be placed as required in the Special Provisions:

- In stockpiles at designated locations;
- At locations and in shapes that are readily accessible; and
- In such a manner as to avoid fouling areas containing useable materials, or interfering with future plant setups to use materials from the property.

The Agency will not compensate the Contractor for handling and stockpiling By-Products according to the Special Provisions requirements. If by written order the Architect directs the Contractor to stockpile or place designated By-Products at alternate sites, the By-Products designated shall be loaded, hauled, and placed as directed, and this work will be paid for according to 00195.20.

**001 0. 0 Construction-Furnish Materials from Sources**

**General**- The Contractor shall furnish, at its own expense, all products and Materials required for the Project from sources of its own choosing, unless such sources have been specified in the Special Provisions or Plans as Prospective or Mandatory Sources.

**Access**- The Contractor shall acquire, at its own expense, the rights of access to, and the use of, all sources the Contractor chooses which are not Agency-controlled and made available by the Agency to the Contractor.

**Approval**- Except for continuously-operated commercial sources, Work shall not begin, nor will any Materials be accepted by the Architect, until the Contractor has:

- 1 Given to the Architect a copy of permits from, or proof that permits are not required from:
  - The Department of Geology and Mineral Industries, as required under ORS 517.790;
  - The Department of State Lands, as required under ORS 196.815 (when removing material from the bed or banks of any waters or from any Wetland); and
  - Local governmental authorities having jurisdiction over land use at the source location.
- 2 Furnished to the Architect written approval of the property owner, if other than the Contractor, for the Contractor's proposed plans of operation in, and reclamation of, the source. The Contractor shall include in the document containing the property owner's written approval a summary of the requirements of the permits described above, which shall be subject to the Architect's approval.

**001 0.70** **Rock Crushers and Other Equipment**- Before operating mixing plants, Rock crushers, or other Equipment, the Contractor shall provide the Architect copies of all applicable discharge permits for noise, air contaminants, and water pollutants from DEQ or applicable local jurisdictions, or a letter from DEQ or the local jurisdiction stating that no permits are required for the use of the Equipment and sites.

**001 0. 0** **Regulatory Sources of Borrow Material and Aggregate**- The Contractor shall conduct operations according to all applicable federal, State, and local laws (including without limitation ORS 517 and OAR 632-030) when developing, using, and reclaiming all sources of Borrow material and Aggregate. The Contractor shall provide

erosion control at Borrow sources that are not within the Project Site. The Contractor shall not operate in Wetlands except as allowed by permit. The Contractor shall comply with all requirements for pollution and sediment control, including without limitation the National Pollutant Discharge Elimination System where applicable.

Except for continuously-operated commercial sources, the Contractor shall also conform to the following:

- If a natural growth of trees or shrubs is present, preserve a border of such to conceal land scars.
- Excavate Borrow sources and Aggregate sources, except for those in streams and rivers, to provide:
  - Reasonably uniform depths and widths;
  - Natural drainage so no water stands or collects in excavated areas, when practicable;
  - Slopes trimmed to blend with the adjacent terrain upon completion of operations;
  - Slopes covered with native soil, or acceptable plant rejects to support plant growth, if required by Specifications, Plans, or permits; and
  - A vegetative cover that blends with the adjacent natural growth.
- Excavate in quarries so that:
  - Faces will not be steeper than vertical (no overhang);
  - Vertical faces conform to Oregon OSHA standards, Division 3, and as shown on an approved development plan;
  - Floors or benches are excavated to a uniform Slope free of depressions and will drain and not interfere with the downland owner's property; and
  - Upon completion, the quarry is left appearing neat and compatible with surrounding terrain.
- Obliterate haul roads specifically built for access to sources, and restore the areas disturbed by these roads as nearly as practicable to the conditions that existed before the roads were built, unless otherwise directed by the landowner or regulatory body.

**S** 001 5 - **Q** **M**

**D**

**001 5.00 G** - The Contractor shall incorporate into the Work only Materials conforming to the Specifications and approved by the Architect. The Contractor shall incorporate into the Work only manufactured products made of new materials unless otherwise specified in the Contract. The Agency may require additional testing or retesting to determine whether the Materials or manufactured products meet Specifications.

Materials or manufactured products not meeting the Specifications at the time they are to be used are unacceptable and must be removed immediately from the Project Site, unless otherwise directed by the Architect.

**001 5.01 R M** - The Architect may reject any Materials that appear to be defective (00150.25) or that contain asbestos. The Contractor shall not incorporate any rejected Materials into the Work. Rejected Materials whose defects have been corrected may not be incorporated into the Work until the Architect has approved their use. The Architect may order the removal and replacement by the Contractor, at Contractor's expense, of any defective Materials. (refer also to 00150.20)

**001 5.02 M C Q C D** - For purposes of this Section, Materials Conformance Documents means the Contractor's quality-control, the Agency's verification, and the independent assurance test results, and the identity of the testing facility, as specified in the ODOT Manual of Field Test Procedures (MFTP), unless otherwise specified in the Contract.

For purposes of this Section, Quality Compliance Documents means those documents specified in ODOT's Nonfield-Tested Materials Acceptance Guide, unless otherwise specified in the Contract.

**001 5.03 T A** - When testing Materials, the Agency will conduct the tests in its central laboratory, field laboratories, or other laboratories designated by the Architect, even though certain AASHTO, ASTM, and other Materials specifications may require testing at the place of manufacture. Results of the Agency's tests will be made available to the Contractor.

**001 5.04 C T** - When the Contract requires that the Agency performs the testing, the testing will be at the Agency's expense. The Agency will pay the cost of Contractor-requested source-review tests on unprocessed Aggregates from no more than two sources for each Project, and on no more than three unprocessed samples from each source. Additional source-review tests performed at the Contractor's request shall be at the Contractor's expense.

Unless otherwise provided in the Contract, all testing required to be performed by the Contractor will be at the Contractor's expense.

**P R**

**001 5.10 M A G** - Unless otherwise specified elsewhere in the Contract, Materials will be accepted according to the following guides:

**F-T M** - Field-tested Materials will be accepted according to the ODOT Manual of Field Test Procedures (MFTP). The MFTP is published once per year and is available from the ODOT –Construction Section, 800 Airport Road SE; Salem, OR 97301-4798; phone 503-986-3000. The MFTP is also available on the ODOT Construction Section web site.

**N-T M** - Nonfield-tested Materials will be accepted according to the ODOT Nonfield Tested Materials Acceptance Guide (NTMAG), unless otherwise specified in the Contract. The NTMAG is available on the ODOT Construction Section web site.

**001 5.20 M S T M R** - References to Materials specifications and test methods of ODOT, WAQTC, AASHTO, ASTM, other governmental agencies, or other recognized organizations mean those officially adopted and in current use by the agency or organization on the date of Bid Opening.

If there are conflicting references, or if no reference is made to Materials specifications or test method, Materials must meet the Materials specifications or test methods required by the first applicable of the following agencies and organizations:

- Field-Tested Materials:
  - Special Provisions;
  - MFTP as modified by the Local Public Agency Quality Assurance Program; and
  - Standard Specifications.
  
- Nonfield Tested Materials:
  - ODOT;
  - WAQTC;
  - AASHTO;
  - ASTM;
  - Other recognized national organizations, such as ANSI, AWPA, IMSA, and UL; and
  - Industry standards in the location where the Work is being performed.

If there are conflicting references in the Contract or the Quality Assurance program, to required sampling and testing frequencies, the Contractor shall sample and test the Materials according to the first applicable of the following:

- Special Provisions;
- MFTP as modified by the Local Public Agency Quality Assurance Program; and
- Standard Specifications.

**001 5.30 F**

**C** - The Contractor shall:

- Furnish Materials of the quality specified in the Contract;
- Provide and administer a quality control program as described in the Quality Assurance Manual portion of the MFTP. Upon request, the Contractor shall provide to the Architect the names, telephone numbers, and copies of certifications for all personnel performing field testing; and
- Perform other testing as required by the Contract.

**T** - The types of tests and testing methods generally required by the Agency are described in the MFTP.

**A** **F** **M** The Contractor's test results for field-tested Materials will be verified by the Agency according to the Quality Assurance program outlined in the MFTP. Materials will be analyzed as determined by the Architect for acceptance before the Architect will accept them for incorporation into the Work. Incorporated Materials that do not meet Specifications will be evaluated according to 00165.01 and 00150.25.

If the Agency's verification testing reveals that the Contractor's data is incorrect, the Agency may require additional testing to determine whether the Materials meet Specifications. The Contractor shall perform additional quality control testing or provide split samples to the Agency for additional testing as directed. If the Materials do not meet Specifications, the Contractor shall reimburse the Agency for the cost of the additional testing, which may be deducted from monies due or to become due the Contractor under the Contract. Incorporated Materials that do not meet Specifications will be evaluated according to 00165.01 and 00150.25. If the Materials meet Specifications the Agency will pay the cost for the additional testing.

**001 5.35 N** - The Contractor shall furnish Materials meeting Specifications, along with all Materials Conformance and Quality Compliance Documents.

**T** **R** **C** - The Certificate shall:

- Be from the manufacturer verifying that the Material furnished has been sampled and tested and the test results meet the Specifications.

- Include, or be accompanied by, a copy of the specified test results (ODOT, AASHTO, ASTM, UL or other).
- Identify the testing agency and the representative responsible for the test results.
- Permit positive determination that Material delivered to the Project is the same Material covered by the test results.
- Be delivered to the Architect with the shipment of the material.

**Q** **C** - The Certificate from the manufacturer shall:

- Verify that the Material meets the Specifications, and identify by number the specified test methods used, (ODOT, AASHTO, ASTM, UL, or other)
- Permit positive determination that Material delivered to the Project is the same Material covered by the certificate,
- Be delivered to the Architect with the shipment of the Material, or be an identification plate or mark, decal, sticker, label, or tag attached to the container or Material,

**E** **L** **D** - These consist of lists of proposed Equipment and Materials, such as:

- Shop drawings
- Material lists
- Equipment lists
- Catalog description sheets
- Manufacturer's brochures

Submit these lists to the Architect for review of conformance with the Specifications.

**C** **O** **S** **M** - When specified, complete this document (ODOT Form 734-2126) as required by 00160.20 for Federal-aid projects.

Materials will be subject to acceptance testing if the Architect so elects. The Architect may reject damaged or non-Specification Materials regardless of the Materials Conformance Documents furnished.

**001 5.50 A** **S** **T** -The Contractor shall sample and test Materials for acceptance, as required by the Contract. Materials will be analyzed as determined by the Architect for acceptance before the Architect will accept them for incorporation into the Work. When the Architect determines the Materials or Work does not conform to the Specifications the Architect may accept the Materials or Work with pay adjustments or reject the Materials or Work per 00150.25.

**001 5.70 U** **M** **A** **M** **C** **D**

**G** - The Contractor shall not incorporate Materials into the Project prior to submittal of Materials Conformance Documents acceptable to the Architect. The Architect may waive this requirement temporarily if Materials are necessary for immediate traffic safety.

**M** **I** **I** **T** **S** - If Materials are incorporated into the Project for immediate traffic safety before acceptable Materials Conformance Documents are available, no payment will be made for the value of the Materials, or the costs of incorporating them, until Materials Conformance Documents have been submitted to and approved by the Architect, or the Materials are otherwise found through testing to comply with Specifications.

**C** **R** **T** **A** - If acceptable Materials Conformance Documents are not available, the Contractor may either have the necessary tests performed at a private laboratory or request in writing that the Architect:

- Determine if the Agency or its agents can sample and test;
- Estimate the cost to the Contractor for the testing service; and
- Estimate the time required to obtain the test results.



The Architect will provide this information to the Contractor in writing. If the Contractor requests the Architect, in writing, to proceed, the Architect will arrange for the sampling and testing, at the Contractor's expense. If these tests determine the Material complies with the Specifications, the Materials may be incorporated into the Project, or for Materials previously incorporated according to (b) above, payment will be authorized.

**001 5.75 S** - The Contractor shall store and handle Materials so as to preserve their quality and fitness for incorporation into the Work. The Contractor shall restore all storage sites to their original condition according to 00140.90, or to comply with any applicable permits, orders, or agreements, at the Contractor's expense.

Stored Materials:

- Shall be readily accessible for inspection;
- May be stored on approved parts of the Right-of-Way; and
- May be stored on private property if written permission of the owner or lessor is obtained.

**S** 00170 - **L** **R** **R**

**D**

**00170.00 G** - The Contractor shall comply with all laws, ordinances, codes, regulations and rules, (collectively referred to as **Laws** in this Section), that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

The Contractor shall indemnify, defend, and hold harmless the Agency and its representatives from liability arising from or related to the violation of **Laws** by those engaged in any phase of the Work. This provision does not apply to Work performed by Agency employees.

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon in the county where the Agency's main office is located; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Subsection be construed as a waiver by the State of Oregon on 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. **CONTRACTOR B E ECUTION OF THE CONTRACT HEREB CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.**

**P** **R**

**00170.01 O** **A** **A** **C** - Representatives of regulatory bodies or units of government whose **Laws** may apply to the Work shall have access to the Work according to 00150.20(d). These may include but are not limited to those in the following (a), (b), (c), and (d).

**F** **A**

- Agriculture, Department of
  - Forest Service
  - Natural Resource Conservation Service
- Army, Department of the
  - Corps of Engineers
- Commerce, Department of
  - National Marine Fisheries Service
- Defense, Department of
- Energy, Department of
- Environmental Protection Agency (EPA)
- Federal Energy Regulatory Commission
- Geology Survey
- Health and Human Services, Department of
- Homeland Security, Department of
  - U.S. Coast Guard (USCG)
- Housing and Urban Development, Department of
- Interior, Department of
  - Heritage, Conservation, and Recreation Service

Bureau of Indian Affairs  
Bureau of Land Management  
Bureau of Mines  
Bureau of Reclamation  
Geological Survey  
Minerals Management Service  
Office of Surface Mining, Reclamation, and Enforcement

Minerals Management Service  
Solar Energy and Energy Conservation Bank  
U.S. Fish and Wildlife Service  
Labor, Department of  
    Mine Safety and Health Administration  
    Occupational Safety and Health Administration (OSHA)  
Transportation, Department of  
    Federal Highway Administration  
Water Resources Council

**S**  **O**  **A**

Administrative Services, Department of  
Agriculture, Department of  
    Natural Resources Division  
    Soil and Water Conservation District  
Columbia River Gorge Commission  
Consumer and Business Services, Department of  
    Insurance Division  
    Oregon Occupational Safety and Health Division (OR-OSHA)  
Energy, Office of  
Environmental Quality, Department of (DEQ)  
Fish and Wildlife, Department of  
Forestry, Department of  
Geology and Mineral Industries, Department of  
Human Resources, Department of  
Labor and Industries, Bureau of  
Land Conservation and Development Department  
Parks and Recreation, Department of  
State Lands, Department of  
Water Resources Department

**L**  **A**

City Commissions  
County Courts  
County Commissioners, Boards of  
Design Commissions  
Historical Preservation Commissions  
Lane Regional Air Pollution Authority (LRAPA)  
Planning Commissions  
Port Districts  
Special Districts

**00170.01** **Confederated Tribes of the Grand Ronde and Siletz Reservations**

- Burns Paiute Tribe
- Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians
- Confederated Tribes of Grand Ronde
- Confederated Tribes of Siletz
- Confederated Tribes of Umatilla Indian Reservation
- Confederated Tribes of Warm Springs
- Coquille Tribe
- Cow Creek Band of Umpqua Indians
- Ilamath Tribe

**00170.02** **Permits and Licenses** - As required to accomplish the Work, the Contractor shall do the following:

- Obtain all necessary permits and licenses, except for those noted in 00170.03;
- Pay all applicable charges, fees and taxes, except for those noted in 00170.03;
- Give all notices required by applicable Laws, or under the terms of the Contract;
- Comply with ORS 274.530 relating to lease of stream beds by Oregon Division of State Lands;
- License, in the State of Oregon, all vehicles subject to licensing;
- Comply with ORS 477.625 and ORS 527.670 relating to clearing and fire hazards on forest lands; and
- Comply with all orders and permits issued by a governmental authority, whether local, State, or federal.

**00170.03** **Permits, Rights-of-Way and Easements** - Unless required to be obtained in the name of the Contractor, the Agency will obtain and pay for the following when they are required by the applicable Laws or by Plans or Specifications:

- All necessary Rights-of-Way and Easements;
- Permits required for crossing or encroaching upon navigable streams;
- Permits required for removing materials from or depositing materials in waterways;
- Permits required for operating in Agency-controlled source of Materials or disposal area;
- System development fees charged by local units of government;
- Building construction permits, not including specialty work such as heating, ventilation, air conditioning, or electrical;
- Cost of referencing and replacing endangered survey monuments; and
- Environmental permits, including erosion control permits.

If, after the Bid Closing date, the Agency obtains any Permits, Rights of Way or Easements which require changes to the Work and thereby causes an increase or decrease in the cost of, or the time required for the performance of the Work, the Contractor shall submit information sufficient for the Architect to determine the extent of the effects on the cost and/or schedule. If the Architect agrees the cost and/or schedule will be affected by such changes, such effects will be handled in accordance with the General Conditions. The Architect will provide the Contractor with a copy of any such Permits, Rights-of-Way or easements.

**00170.04** **Patent, Copyright, or Trademark** - Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of legal right.

The Contractor shall indemnify, defend and hold harmless the Agency and all third parties and political subdivisions having a possessory or ownership interest or regulatory authority over the Project or Project Site from claims of patent, copyright or trademark infringement, and from costs, expenses and damages the Contractor or Agency may be obligated to pay as a result of such infringement during or after completing the Work.

**00170.05 A** - The Contractor irrevocably assigns to the Agency any claim for relief or cause of action the Contractor acquires during the term of the Contract, or which may accrue thereafter, by reason of any violation of:

- Title 15 (Commerce and Trade), United States Code;
- ORS 646.725; and
- ORS 646.730.

In connection with this assignment, it is an express obligation of the Contractor to take no action that would in any way impair or diminish the value of the rights assigned to the Agency according to the provisions of this Subsection. Further, it is the express obligation of the Contractor to take all action necessary to preserve the rights assigned. It is an express obligation of the Contractor to advise the Agency's legal counsel:

- In advance, of its intention to commence any action involving such claims for relief or causes of action;
- Immediately upon becoming aware of the fact that an action involving such claims for relief or causes of action has been commenced by some other person or persons;
- The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of the Contractor's assignment to the Agency according to the provisions of this Subsection; and
- Immediately upon the discovery of any such antitrust claim for relief or cause of action.

In the event any payment is made to the Contractor under any such claims for relief, the Contractor shall promptly pay the full sum over to the Agency. In the event the Contractor fails to make such payment, the Agency may deduct the amount from monies due or to become due the Contractor under the Contract.

**00170.0 T** - The Contract unit or lump sum prices shall include full compensation for any payroll taxes which may be incurred under State and Federal Unemployment and Social Security Acts, and all Sales Taxes on materials furnished by Contractor. The Contractor shall promptly pay such taxes to the proper agency, and shall indemnify and save harmless the Agency from any liability which may or could arise therefrom.

**00170.07 R** - For purposes of this Subsection the term Contractor includes the Contractor, all subcontractors, Material Suppliers, and providers of rented operated Equipment (except non-DBE truck drivers), at all tiers, for all subcontracts with first-tier Subcontractors, all subcontracts between the first-tier Subcontractors and their subcontractors and any other lower tier subcontracts, and Related Entities as that term is defined in OAR 731-005-0780. The Material Suppliers included in this definition are those for Aggregates, Asphalt Cement Concrete, Portland Cement Concrete and the supply and fabrication of structural steel items or Material Suppliers that provide quotes.

**R** - The Contractor shall maintain all records, whether created before or after execution of the Contract, or during Contract performance, or after Contract completion, to clearly document:

- The Contractor's performance of the Contract or a subcontract;
- The Contractor's ability to continue performance of the Contract or a subcontract; and
- All claims arising from or relating to performance under the Contract or a subcontract.

These records shall include all records, including fiscal records, regardless of when created for the Contractor's business. The records for the Contractor's business include without limitation the:

- Bidding estimates and records, worksheets, tabulations or similar documents.
- Job cost detail reports, including monthly totals.

- Payroll records (including without limitation the ledger or register, and tax forms) and all documents which establish the periods, individuals involved, the hours for the individuals, and the rates for the individuals.
- Records that identify the Equipment used by the Contractor and subcontractors in the performance of the Contract or subcontracts, including without limitation, Equipment lists, rental contracts and any records used in setting rental rates.
- Invoices from vendors, rental agencies, and subcontractors.
- Material quotes, invoices, purchase orders and requisitions.
- Contracts with subcontractors and contracts with Material Suppliers, Suppliers and providers of rented equipment.
- Contracts or documents of other arrangements with any Related Entity as defined in OAR 731-005-0780.
- General ledger.
- Trial Balance.
- Financial statements (including without limitation the balance sheet, income statement, statement of cash flows, and financial statement notes).
- Income tax returns.
- All worksheets used to prepare bids or claims, or to establish the cost components for the Pay Items, including without limitation, the labor, benefits and insurance, Materials, Equipment, and subcontractors.

The following are examples, but not an exhaustive list, of records that would be included, if generated by the Contractor. If the Contractor generates such records, or equivalent records, they are included among the records subject to 00170.07.

- Daily time sheets and supervisor's daily reports.
- Collective bargaining agreements.
- Earnings records.
- Journal entries and supporting schedules.
- Insurance, welfare, and benefits records.
- Material cost distribution worksheet.
- Subcontractors' and lower tier subcontractors' payment certificates.
- Payroll and vendor's cancelled checks.
- Cash disbursements journal.
- All documents related to each and every claim together with all documents that support the amount of damages as to each claim.
- Additional financial statements (including without limitation the balance sheet, income statement, statement of cash flows, and financial notes) preceding the execution of the Contract and following final payment of the Contract.
- Depreciation records on all business Equipment maintained by the business involved, its accountant, or other Entity. (If a source other than depreciation records is used to develop cost for the Contractor's internal purposes in establishing the actual cost of owning and operating Equipment, all such other source documents.)

The Contractor shall maintain all fiscal records in material compliance with generally accepted accounting principles, or other accounting principles that are accepted accounting principles and practices for the subject industry and adequate for the nature of the Contractor's business, and in such a manner that providing a complete copy is neither unreasonably time consuming nor unreasonably burdensome for the Contractor or the Agency. Failure to maintain the records in this manner shall not be an excuse for not providing the records.

The Contractor shall include in its subcontracts, purchase orders, and all other written agreements, a provision requiring all subcontractors, Material Suppliers and providers of rented operated Equipment, (except non-DBE truck drivers), at all tiers to comply with 00170.07. The Contractor shall also require all subcontractors, Material Suppliers, and providers of rented operated Equipment, (except non-DBE truck drivers), at all tiers and Related Entities to include in their contracts, purchase orders, and all other written agreements, a provision requiring all lower tier subcontractors, Material Suppliers and providers of rented operated Equipment (except non-DBE truck

drivers) to comply with 00170.07. The Material Suppliers to which this applies are those for Aggregates, Asphalt Cement Concrete, Portland Cement Concrete and the supply and fabrication of structural steel items or Material Suppliers that provide Material quotes and Related Entities as defined in OAR 731-005-0780.

□ **A** □ **R** □ **R** - The Contractor shall provide the Architect access to or a copy of all Contractor records upon request. A Project Manager's authority to request or access records is subject to OAR 731-005-0780(9). During the record retention period the Architect, employees of the Agency, representatives of the Agency, or representatives of regulatory bodies or units of government may:

- Inspect, examine and copy or be provided a copy of all Contractor records;
- Audit the records, a Contract or the performance of a Contract;
- Inspect, examine and audit the records when, in the Agency's sole discretion, the records may be helpful in the resolution of any claim, litigation, administrative proceeding or controversy arising out of or related to a Contract.

Reasons for access to audit, inspect, examine and copy records include without limitation, general auditing, reviewing claims, checking for collusive bidding, reviewing or checking payment of required wages, performance and contract compliance, workplace safety compliance, evaluating related Entities, environmental compliance, and qualifications for performance of the Contract, including the ability to perform and the integrity of the Contractor.

Where such records are stored in a computer or in other digital media, the Architect may request, and the Contractor shall provide, a copy of the data files and such other information or access to software to allow the Architect review of the records.

Nothing in 00170.07 is intended to operate as a waiver of the confidentiality of any communications privileged under the Oregon Evidence Code. Nothing in 00170.07 limits the records or documents that can be obtained by legal process.

□ **R** □ **R** □ **P** - The Contractor shall maintain the records and keep the records accessible and available at reasonable times and places for at least 3 years from the date of final payment under the Contract, or until the conclusion of all audits, litigation, administrative proceedings, disputes and claims arising out of or related to the Contract, whichever date is later.

□ **P** □ **R** □ **R** - If records provided under this section contain any information that may be considered exempt from disclosure as a trade secret under either ORS 192.501(2) or ORS 646.461(4), or under other grounds specified in Oregon Public Records Law, ORS 192.410 through ORS 192.505, the Contractor shall clearly designate on or with the records the portions which the Contractor claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Entire records or documents should not be designated as a trade secret or otherwise exempt from disclosure. Only specific information within a record or document should be so designated.

To the extent allowed by the Oregon Public Records Law or other applicable law related to the disclosure of public records, Agency will not disclose records or portions of records the Contractor has designated as trade secrets to a third party, who is not a representative of the Agency, to the extent the records are exempt from disclosure as trade secrets under the Oregon Public Records Law or other applicable law, except to the extent Agency is ordered to disclose in accordance with the Oregon Public Records Law or by a court of competent jurisdiction. Application of the Oregon Public Records Law or other applicable law shall determine whether any record, document or information is actually exempt from disclosure.

In addition, in response to a public records request, the Agency will not produce or disclose records so identified as exempt by the Contractor to any person other than representatives of the Agency, and others with authorized access under 00170.07(b), without providing the Contractor a copy of the public records request, unless:

The Contractor consents to such disclosure; or

Agency is prohibited by applicable law or court order from providing a copy of the public records request to the Contractor.

**00170.10 R** - The Contractor shall comply with ORS 279C.505 and ORS 279C.515 during the term of the Contract.

As required by ORS 279C.505, the Contractor shall:

- Make payment promptly, as due, to all Entities supplying labor or Materials under the Contract;
- Pay all contributions or amounts due the Industrial Accident Fund, whether from the Contractor or a subcontractor, incurred in the performance of the Contract;
- Not permit any lien or claim to be filed against the State or any political subdivision thereof, on account of any labor or Material furnished in performance of the Contract; and
- Pay to the Department of Revenue all sums withheld from employees according to ORS 316.167.

According to ORS 279C.580(3)(a), after the Contractor has determined and certified to the Agency that one or more of its Subcontractors has satisfactorily performed subcontracted Work, the Contractor may request payment from the Agency for the Work, and shall pay the Subcontractor(s) within 10 Calendar Days out of such amounts as the Agency has paid to the Contractor for the subcontracted Work.

If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract within 30 Days after the Contractor's receipt of payment, the Contractor or first-tier Subcontractor shall owe the Entity the amount due plus interest charges that begin at the end of the 10 day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b). The rate of interest on the amount due shall be in accordance with ORS 279C.515(2). The amount of interest shall not be waived.

If the Contractor fails, neglects or refuses to make prompt payment of any invoice or other demand for payment for labor or services furnished to the Contractor or a Subcontractor by any Entity in connection with the Contract as such payment becomes due, the Agency may pay the Entity furnishing the labor or services and charge the amount of the payment against monies due or to become due the Contractor under the Contract.

The payment of a claim by the Agency in the manner authorized in this Subsection shall not relieve the Contractor or the Contractor's Surety from obligations with respect to any such claims.

If the Contractor or a subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity 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)(b).

An Entity (which by definition includes a natural person) claiming not to have been paid in full for labor or Materials supplied for the prosecution of the Work may have a right of action on the Contractor's Payment Bond as provided in ORS 279C.600 and ORS 279C.605.

The Commissioner of the Bureau of Labor and Industries (BOLI) may have a right of action on the Contractor's and Subcontractors' public works bonds and Payment Bonds for workers who have not been paid in full, as provided in ORS 279C.600 and ORS 279C.605.

**00170.20 P** - Before starting Work, the Contractor and subcontractors shall each file with the Construction Contractors Board, and maintain in full force and effect, a separate public works bond, in the amount of 30,000 unless otherwise exempt, as required by ORS 279C.830(3) and ORS 279C.836. The Contractor shall verify subcontractors have filed a public works bond before the subcontractor begins Work.

**00170.32 P** - The Contractor shall comply with all applicable Laws, including without limitation the Federal River and Harbor Act of March 3, 1899 and its amendments.

The Contractor shall not interfere with waterway navigation or impair navigable depths or clearances, except as U.S. Coast Guard or Corps of Engineer permits allow.



**00170. 0** Safety Standards - The Contractor shall comply with all Laws concerning safety, health, and sanitation standards. The Contractor shall not require workers to perform Work under conditions that are hazardous, dangerous, or unsanitary.

Workers exposed to traffic shall wear upper body garments or safety vests that are highly visible and meet the requirements of 00225.25.

Workers exposed to falling or flying objects or electrical shock shall wear hard hats.

Upon their presentation of proper credentials, the Contractor shall allow inspectors of the U.S. Occupational Safety and Health Administration (OSHA) and the Oregon Occupational Safety and Health Division (OR-OSHA) to inspect the Work and Project Site without delay and without an inspection warrant.

According to ORS 468A.715 and ORS 468A.720, the Contractor or a Subcontractor who performs Project Work involving asbestos abatement shall possess a valid DEQ asbestos abatement license.

**00170. 1** Insurance -

Workers' Compensation - The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(d).

Longshoremen's and Harbor Workers' Compensation Act - If Work to be performed is over or adjacent to navigable waters, the Longshoremen's and Harbor Workers' Compensation Act, (Chapter 18, Title 33 of the USC) may apply, and the Contractor shall be responsible for complying with its provisions (which may include the provision of additional workers' compensation benefits to employees).

**00170. 2** Equal Employment Opportunity - The Contractor shall comply with all Laws concerning equal employment opportunity, including without limitation those prohibiting discrimination because of race, religion, color, sex, disability, or national origin.

**00170. 3** Payment of Medical Expenses - According to ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

**00170. 5** Minimum Wage -

General - The Contractor is responsible for investigating local labor conditions. The Agency does not imply that labor can be obtained at the minimum hourly wage rates specified in State or federal wage rate publications, and no increase in the Contract Amount will be made if wage rates paid are more than those listed.

Prevailing Wage - The Contractor shall comply with the prevailing wage provisions of ORS 279C.800 through ORS 279C.870.

**1** Minimum Wage - The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication Prevailing Wage Rates for Public Works Contracts in Oregon . The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840 and shall include this requirement in all subcontracts.

See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the project and how to access the applicable wage rates.

**2** Payment of Certified Statements - As required in ORS 279C.845, the Contractor and every subcontractor shall submit written certified statements to the Architect on the form prescribed by the Commissioner of BOLI in OAR 839-025-0010 certifying compliance with wage payment requirements and accurately setting out the Contractor's or subcontractor's weekly payroll records for each worker employed upon the project.

The Contractor and subcontractors shall preserve the certified statements for a period of 6 years from the date of completion of the Contract.

**3 A Retention**

**A** - As required in ORS 279C.845(7) the Agency will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. The Agency will pay to the Contractor the amount retained within 14 Days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.

**C** - As required in ORS 279C.845(8) the Contractor shall retain 25% of any amount earned by a first tier subcontractor on the project until the first tier subcontractor has filed with the Agency the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. Before paying any amount retained, the Contractor shall verify that the first tier subcontractor has filed the certified statement. Within 14 Days after the first tier subcontractor files the required certified statement the Contractor shall pay the first tier subcontractor any amount retained.

**4 O Owner/Operator Data** - For a project funded by the FHWA, the Contractor shall furnish data to the Architect for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

- Drivers name;
- Copy of driver's license;
- Vehicle identification number;
- Copy of vehicle registration;
- Motor vehicle license plate number;
- Motor Carrier Plate Number;
- Copy of ODOT Motor Carrier 1A Permit; and Name of owner/operator from the side of the truck.

**S** **O** **R** - As a condition of the Contract, the Contractor shall comply with the pertinent provisions of ORS 279C.540.

**1 M** **L** **O** **P** - According to ORS 279C.540, no person shall be employed to perform Work under this Contract for more than 10 hours in any 1 Day, or 40 hours in any 1 week, except in cases of necessity, emergency, or where public policy absolutely requires it. In such instances, the Contractor shall pay the employee at least time and a half pay:

- For all overtime in excess of 8 hours a day or 40 hours in any 1 week when the work week is 5 consecutive days, Monday through Friday; or
- For all overtime in excess of 10 hours a day or 40 hours in any 1 week when the work week is 4 consecutive days, Monday through Friday; and
- For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

For additional information on requirements for overtime and establishing a work schedule see OAR 839-025-0050 and OAR 839-025-0034.

**2 N** **L** - The Contractor shall give written notice to employees of the number of hours per day and days per week the employees may be required to work. Provide the notice either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees.

**3 E** - The maximum hours of labor and overtime requirements under ORS 279C.540 will not apply to the Contractor's Work under this Contract if the Contractor is a party to a collective bargaining agreement in effect with any labor organization. For a collective bargaining agreement to be in effect it shall be enforceable within the geographic area of the project, and its terms shall extend to workers who are working on the project (see OAR 839-025-0054).

**S** **T** **L** **C** **O** - According to ORS 279C.545, any worker employed by the Contractor is 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, provided the Contractor posted and maintained a circular as specified in this provision. Accordingly, the Contractor shall:

- 1 Cause a circular, clearly printed in boldfaced 12-point type containing a copy of ORS 279C.545, to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed to perform Work; and
- 2 Maintain such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

**A** **R** **W** **F** **I** - When federal funds are involved, the following requirements shall apply in addition to the requirements of 00170.65(a) through 00170.65(d). The Contractor shall include these provisions in all subcontracts as well as ensure that all Subcontractors include these provisions in their lower tier subcontracts.

1 **F W A R** - For Federal-Aid projects, the Contractor shall comply with the provisions of FHWA Form 1273, Required Contract Provisions Federal-Aid Construction Contracts .

2 **M** **W** **R** - The Contractor shall pay each worker in each trade or occupation employed to perform any work under the contract not less than the existing State (BOLI) prevailing wage rate or the applicable federal prevailing wage rate required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.), whichever is higher. The Contractor shall include this provision in all subcontracts.

See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the project and how to access the applicable wage rates.

3 **P** **C** **S** - In addition to providing the payroll information and certified statements required under ORS 279C.845 (see 00170.65(b-2)), the Contractor and every subcontractor shall submit written certified statements that also meet the requirements in Section IV of FHWA Form 1273 except the Contractor and every subcontractor shall preserve the certified statements for a period of 6 years from the date of completion of the Contract.

4 **O** - With regard to overtime pay, the Contractor shall comply with the overtime provision affording the greatest compensation required under FHWA Form 1273 and ORS 279C.540.

#### 00170.70 **I**

**I** **C** - Prior to starting work hereunder, CONTRATOR, at CONTRATOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CIT , the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:

**C** **G** **L** - CONTRATOR shall obtain, at CONTRATOR'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include Contractors, subcontractors and anyone directly or indirectly employed by either.

**P** **L** - If indicated by Special Provisions, Pollution Liability Insurance covering the Contractor's liability, or the liability of an appropriate subcontractor, if the coverage is obtained by the subcontractor, for bodily injury and property damage, and environmental damage resulting from sudden and accidental pollution, gradual pollution, and related clean-up costs incurred by the Contractor, or by the subcontractor if the coverage is obtained by the subcontractor, while performing Work required by the Contract. If the coverage is obtained by the Contractor, the coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Pollution Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount indicated in the Special Provisions. The annual aggregate limit shall not be less than the dollar amount indicated in the Special Provisions. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

**A** - If indicated by Special Provisions, the Contractor, or the subcontractor, if the coverage is obtained by the subcontractor, shall provide an Asbestos Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, The Contractor or subcontractor shall provide separate Asbestos Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

**L** - If indicated by Special Provisions, the Contractor, or the subcontractor, if the coverage is obtained by the subcontractor, shall provide a Lead Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, the Contractor or subcontractor shall provide separate Lead Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the separate policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

**C** - CONTRATOR shall obtain, at CONTRATOR'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).

**C** - If indicated by Special Provisions, the Contractor, or the subcontractor, if the coverage is obtained by the subcontractor, shall provide Commercial Automobile Liability Insurance with Pollution coverage covering the Contractor's liability, or the liability of an appropriate subcontractor, if the coverage is obtained by the subcontractor, for bodily injury and property damage, and environmental damage arising out of the use of all owned, non-owned, or hired vehicles while performing Work under the Contract. If the coverage is obtained by the Contractor, the coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability with Pollution Coverage and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount indicated in the Special Provisions, or the amount required by the U.S. Department of Transportation, whichever is greater. If this coverage is written in combination with the Commercial General Liability, the policy shall be endorsed to state that the Commercial General Liability annual aggregate limit shall apply separately to the Contract.

Commercial Automobile Liability with Pollution Coverage is required for this Project because the Project includes pollution related Work. If the Contractor will be performing pollution related Work, this coverage covering the Contractor must be provided. If an appropriate subcontractor, but not the Contractor, will perform the pollution related Work, Commercial Automobile Liability with Pollution Coverage covering the subcontractor, but not the Contractor, must be provided, however, the Contractor shall provide Commercial Automobile Liability insurance coverage covering the Contractor as provided in the Commercial Automobile Liability bullet above. If both the Contractor and an appropriate subcontractor will be performing pollution related Work, Commercial Automobile Liability with Pollution Coverage covering both the Contractor and the subcontractor shall be provided, and the Contractor may provide the coverage covering both the Contractor and the subcontractor, or the Contractor and the subcontractor may provide their own, separate Commercial Automobile Liability with Pollution coverages.

**T** - If any of the required liability insurance coverages of 00170.70(a) are on a claims made basis, tail coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of tail coverage as described, or continuous claims made liability coverage for 24 months following Contract completion. Continuous claims made coverage will be acceptable in lieu of tail coverage, provided its retroactive date is on or before the effective date of the Contract. If Continuous claims made coverage is used, the Contractor shall keep the coverage in effect for a duration of not less than 24 months from the end of the Contract. This will be a condition to the Architect's issuance of a Third Notification.

**A** - The liability insurance coverage shall include CIT and its officers and employees as Additional Insured but only with respect to CONTRATOR'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, CONTRATOR shall furnish a certificate to CIT from each insurance company providing insurance showing that the CIT 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.

**P** - Professional Liability Insurance. The CONTRATOR shall have in force a policy of Professional Liability Insurance. The CONTRATOR shall keep such policy in force and current during the term of this contract.

**Workers' Compensation** - All employers, including the Contractor and its Subcontractors, if any, that employ subject workers who are performing Work or providing labor or Materials under the Contract in the State shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. The Contractor shall ensure that each of its Subcontractors complies with these requirements.

The Contractor shall certify in the Contract that the Contractor is registered by the Oregon Workers' Compensation Division either as a carrier-insured employer, a self-insured employer, an exempt employer, or is an independent contractor who will perform the Work without the assistance of others.

The Contractor shall ensure that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing any Work.

**Non-Cancellation** - 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 CIT. 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.

**Certificate of Insurance** - As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by this Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate subcontractor, the Contractor shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that subcontractor. The Certificate(s) will specify all of the parties who are Additional Insureds. The Contractor shall obtain, or ensure that the appropriate subcontractors obtain, insurance coverages required under this Contract from insurance companies or entities acceptable to the Agency and authorized to issue insurance in the State. The Contractor, or the appropriate subcontractor, but not the Agency, shall be responsible for paying all deductibles, self-insured retentions and/or self-insurance included under these provisions.

**Builders' Risk** - If indicated by Special Provision, the Contractor shall obtain, at its expense, and keep in effect during the term of the Contract, Builders' Risk insurance on an all risks of direct physical loss basis, including, without limitation, earthquake and flood damage, for an amount equal to at least the value indicated in the Special Provisions. Any deductible shall not exceed 50,000 for each loss, except that the earthquake and flood deductible shall not exceed 5% of each loss or 50,000, whichever is greater. The policy shall include the Agency as loss payee.

**00170.71 Independent Contractor** - The service or services to be rendered under this Contract are those of an independent contractor. The Contractor is not an officer, employee, or agent of the Agency as those terms are used in ORS 30.265.

**00170.72 Indemnification** - To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, the Contractor shall indemnify, defend (with counsel approved by the Agency) and hold harmless the Agency, Agency's Authorized Representative, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies, and when federal transportation funding is involved the State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers and members and employees (collectively Indemnitees) from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to the following:

- Any damage, injury, loss, expense, inconvenience or delay described in this Subsection.
- Any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects.
- Any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract.

- The negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- Any lien filed upon the project or bond claim in connection with the Work.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subsection.

In claims against any person or entity indemnified under this Subsection by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subsection shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**00170.74 E D T P** - As required by ORS 279C.505(2), the Contractor shall have in place, and maintain during the period of the Contract, an employee drug-testing program. The Agency retains the right to audit and/or monitor the program. On request by the Architect, the Contractor shall furnish a copy of the employee drug-testing program.

**00170.7 C** - The Contractor shall not give or offer any gift, loan, or other thing of value to any member of the Agency's governing body or employee of the Agency in connection with the award or performance of any Contract.

The Contractor shall not rent, lease, or purchase Materials, supplies, or Equipment, with or through any Agency employee or member of the Agency's governing body.

No ex-employee of the Agency who has worked for the Agency on any phase of the Project within the prior 2 years may be employed by the Contractor to perform Work on the Project.

**00170.79 T P B** - There are no third-party beneficiaries of the Contract, unless federal transportation funding is involved then the State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers and members and employees, are third-party beneficiaries of the Contract.

**00170. 0 R D W**

**R D G** - The Contractor shall perform Work, and furnish Materials and Equipment for incorporation into the Work, at the Contractor's own risk, until the entire Project has been completed and accepted by the Agency. The Contractor shall repair all damages to Work performed, Materials supplied, and Equipment incorporated into the Work, except as otherwise provided in this Section.

**R D W** - Until Final Acceptance, the Contractor shall promptly rebuild, repair, restore, and make good damages to all portions of the permanent or temporary Work. The Contractor shall perform all repairs of damage to Work at no additional cost to the Agency, except for repairs necessitated by damage caused by:

- Acts of God or Nature, as defined in Section 00110; or
- Actions of governmental authorities.

**T** - Vandalism includes damage to or destruction of Work or portions of Work that remain on the Project Site resulting from vandalism, criminal mischief, arson, or other criminal or illegal behavior.

Theft includes the loss of Work or portions of Work that are lost or stolen or otherwise unaccounted for from the Project Site or from Materials or fabrication locations. The Contractor shall remain solely responsible for all losses caused by theft, including without limitation theft that occurs in conjunction with vandalism.

The Contractor shall provide protection of the Work from vandalism and theft until Third Notification.

**00170. 2 R** [REDACTED] **D** [REDACTED] **P** [REDACTED] **F** [REDACTED]

**I G** [REDACTED]- As used in this Subsection, the term Contractor shall include the Contractor's agents, Subcontractors, and all workers performing Work under the Contract; and the term damage shall include without limitation soiling or staining surfaces by tracking or splashing mud, asphalt, and other materials, as well as damage of a more serious nature.

The Contractor shall be solely responsible for damages arising from:

- The Contractor's operations;
- The Contractor's negligence, gross negligence, or intentional wrongful acts; and
- The Contractor's failure to comply with any Contract provision.

The Agency may withhold funds due the Contractor or the Contractor's Surety until all lawsuits, actions, and claims for injuries or damages are resolved, and satisfactory evidence of resolution is furnished to the Agency.

**P** [REDACTED] **R** [REDACTED] **A** [REDACTED] **P** [REDACTED] **F** [REDACTED]- The following requirements apply to highways, highway Structures and other improvements that are existing, under construction, or completed. The Contractor shall:

- Provide adequate protection to avoid damaging Agency property and facilities;
- Be responsible for damage to Agency property and facilities caused by or resulting from the Contractor's operations; and
- Clean up and restore such damage by repair, rebuilding, replacement, or compensation, as determined by the Architect.

**P** [REDACTED] **R** [REDACTED] **N** [REDACTED]-**A** [REDACTED] **P** [REDACTED] **F** [REDACTED]- The Contractor shall determine the location of properties and facilities that could be damaged by the Contractor's operations, and shall protect them from damage. The Contractor shall protect monuments and property marks until the Architect has referenced their location and authorized their removal. The Contractor shall restore property or facilities damaged by its operations to the condition that existed before the damage, at no additional compensation.

The Contractor shall provide temporary facilities when needed, e.g., to maintain normal service or as directed by the Architect, until the required repair, rebuilding, or replacement is accomplished.

The Contractor shall protect specific service signs, e.g., business logos, and tourist-oriented directional signs (TODS) from damage, whether the signs are to remain in place or be placed on temporary supports. The Contractor shall repair or replace damaged signs at no cost to the Agency. Liquidated damages will be assessed against the Contractor in the amount of 200 per day for each sign out of service for more than 5 Calendar Days because of the Contractor's operations.

**00170. 5 R** [REDACTED] **D** [REDACTED] **W** [REDACTED]- The Contractor shall make good any defective Work, Materials or Equipment incorporated into the Work, according to the provisions of Section 00150.

**L** [REDACTED]**D** [REDACTED]- The Contractor shall remain liable for all latent defects resulting from causes other than fraud or gross mistakes that amount to fraud until the expiration of all applicable statutes of limitation and ultimate repose, the Performance Bond, Warranty Bond, or Correction Period, whichever expires last. The Contractor shall remain liable for all latent defects resulting from fraud or gross mistakes that amount to fraud regardless of when those latent defects may be discovered, and regardless of whether such discovery occurs outside any applicable statutes of limitation or ultimate repose or any applicable Performance Bond, Warranty Bond, or Correction Period.

**C** [REDACTED] **P** [REDACTED] **W** [REDACTED] **A** [REDACTED] **P** [REDACTED] - The Contractor shall warrant all Work and workmanship, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, and Materials and Equipment incorporated in the Work, for one year from the date of Second Notification (Correction Period), except that manufacturers' warranties and extended warranties according to 00170.85(c) shall not be abridged. The Correction Period warranty described herein shall include extension of the Performance Bond for a period of one year from the date of Second Notification.

The Contractor shall be responsible for meeting the technical and performance Specifications required, making good the Work, and for all repairs of damage to the Work and other improvements, natural and artificial structures, systems, equipment, and vegetation caused by, or resulting in whole or in part from occurrences beginning during the Correction Period and are the result of defects in Materials, Equipment, and workmanship. The Contractor shall be responsible for all costs associated with completing the repair of the defects and for associated Work including but not limited to permitting, mobilization, traffic control, erosion control, surface restoration, site cleanup and remediation caused by, or resulting in whole or in part from, defects in Materials, Equipment, or workmanship, and other Work determined by the Architect to be necessary to complete the repair of the defects.

Within 10 Calendar Days of the Agency's written notice of defects, the Contractor, or the Contractor's Surety, shall vigorously and continuously correct and repair the defects and all related damage. If the Contractor or the Contractor's Surety fails to correct and repair the defects, the Agency may have the correction and repair done by others. The Contractor or Contractor's Surety shall promptly reimburse the Agency for all expenses incurred to correct and repair the defects.

In the event of an emergency, where delay could result in serious loss or damage, the Agency may make emergency corrections and repairs, without written notice. The Contractor or Contractor's Surety shall promptly reimburse the Agency for all expenses incurred to correct and repair the defects.

Corrections, repairs, replacements or changes shall be warranted for an additional one year period beginning on the date of the Agency's acceptance of the corrections, repairs, replacements or changes.

Without limiting the general applicability of other survival clauses under the Contract, this warranty provision shall survive expiration or termination of the Contract.

**M**  **I**  **S**  **W**  **G**

**1 M I S W** - For those Specification Sections referencing this 00170.85(c-1) Subsection, the Contractor shall furnish Warranties from the Manufacturer, Installer or Supplier and signed by an authorized Representative.

The warranty period will be specified in the applicable Specification Section for which it applies.

The warranty period will begin on the date the Architect issues Second Notification unless otherwise specified in the Contract.

Corrections, repairs, replacements or changes shall be warranted for an additional Warranty period beginning on the date of the Agency's acceptance of the corrections, repairs, replacements or changes.

When the Agency makes written notification to the Manufacturer of failure of an item covered by this warranty, the warranty period will stop for the effected item or the portion of the effected item that failed, as applicable, until the required repairs or replacements are made and accepted. All repaired or replaced items shall meet current specifications, unless otherwise specified in the Contract, and will be warranted for the remaining warranty period.

Warranty work shall be performed when weather permits. If, in the opinion of the Architect, temporary repairs are necessary, the temporary repairs will be made by the Agency or an independent contractor at the Manufacturer's expense. The Manufacturer shall replace all temporary repairs at no additional cost to the Agency.

The Manufacturer shall provide all required traffic control during repair or replacement of failed items at no additional cost to the Agency.

**2 T P G** - For those Items installed on the Project that have customary trade practice guarantees, the Contractor shall furnish the guarantees to the Architect at the completion of the Contract.

**00170. 9 P U F R P S R R R**

**P U F-C R P S C** - The Contractor shall avoid damaging the properties of Utilities, Railroads, railways, and fire-control authorities during performance



of the Work. The Contractor shall cooperate with and facilitate the relocation or repair of all Utilities and Utility services, as required under 00150.50, and of Railroad and fire-control property and railways.

The Contractor shall conduct no activities of any kind around fire hydrants until the local fire-control authority has approved provisions for continued service.

The Contractor shall immediately notify any Utility, Railroad, or fire-control authority whose facilities have been damaged.

If an Entity has a valid permit from the proper authority to construct, reconstruct, or repair Utility, Railroad, or fire-control service in the Roadway, the Contractor shall allow the permit holder to perform the work.

□ **R**estoration of **R**oadway **R**estoration **W**ork - The Contractor shall restore the Roadway to a condition at least equal to that which existed before the repair work addressed under this Subsection was performed, as directed by the Architect. All restoration work required as a result of Contractor's failure to protect Utilities, Railroads, railways and fire-control facilities shall be at the Contractor's expense. Restoration which constitutes Extra Work will be paid as Extra Work.

**00170.92 F**encing **P**rotection **S**tock **S**ecurity **E**nclosure - The Contractor shall be responsible for loss, injury, or damage that results from its failure to restrain stock and persons.

□ **A**nimals **C**onfinement **E**nclosure - The Contractor shall restrain stock to lands on which they are confined using temporary fences or other adequate means. The Contractor shall provide adequate temporary fences or other protection around excavations to prevent animals and unauthorized persons from entering.

The Contractor shall repair, at Contractor's expense and to the Architect's satisfaction, fences damaged by the Contractor's operations and the operations of the Contractor's agents, employees and Subcontractors.

□ **A**nimals **A**ccess **E**nclosure - The Contractor shall construct fences, or move and reconstruct fences, as shown on the Contract Documents or as directed by the Architect. The Contractor shall tear down and remove fencing within the Right-of-Way when no longer needed, as part of the removal Work described in and paid for according to Section 00310.

**00170.93 T**respass - The Contractor shall be responsible for its own, its agents' and employees', and its Subcontractors' trespass or encroachment upon, or damage to, property during performance of the Contract.

**00170.94 U**se of **E**xplosives - The Contractor shall comply with all Laws pertaining to the use of explosives. The Contractor shall notify anyone having facilities near the Contractor's operations of Contractor's intended use or storage of explosives. The Contractor shall be responsible for all damage resulting from its own, its agents' and employees', and its Subcontractors' use of explosives. (see 00330.41(e) and Section 00335)

**00170.95 U**nbiased **D**iscrimination **P**olicy - **A**ntidiscrimination - It is the policy of the City of Warrenton that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Warrenton also requires its contractors and grantees to comply with this policy.

**S** 001 0 - **P** P

**001 0.00 S** - This Section consists of requirements for assignment of the Contract, subcontracting, time for performance, Contract responsibility, suspensions, terminations, and related provisions.

**001 0.05 A** **D** **C** - Unless the Agency gives prior written consent, the Contractor shall not assign, delegate, sell, or transfer to any Entity, or otherwise dispose of any Contract rights or obligations, including without limitation:

- The power to execute or perform the Contract; or
- Any of its right, title or interest in the Contract.

Any attempted assignment, delegation, or disposition without prior Agency consent shall be void.

Such Agency consent will not normally be given except for the assignment of funds due under the Contract, as provided in 00180.06.

If written Agency consent is given to assign, delegate, or otherwise dispose of any Contract rights or obligations, it shall not relieve the Contractor or its Surety of any part of their responsibility under the Contract.

**001 0.0 A** **F** **D** **C** - Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:

- The assignment request is made on the form acceptable to the Agency;
- The Contractor secures the written consent of the Contractor's Surety to the assignment; and
- The Architect approves the assignment.

**001 0.10 R** **C** - The Contractor shall direct and coordinate the operations of its employees, Subcontractors and agents performing Work, and see that the Architect's orders are carried out promptly. The Contractor's failure to direct, supervise and control its employees, Subcontractors and agents performing Work will result in one or more of the following actions, or other actions as the Architect deems appropriate:

- Suspension of the Work;
- Withholding of Contract payments, as necessary to protect the Agency;
- Ordering removal of individuals from the Project Site; or
- Termination of the Contract.

Action by the Agency under this provision will not prejudice any other remedy it may have.

**001 0.15 A** **R** **D** **W** **C** **E** - Except as otherwise provided in 00150.75 and 00220.60, if the Contractor neglects to prosecute the Work properly or fails to perform any provision of the Contract, the Agency may, after 2 Calendar Days' written notice, correct the deficiencies at the Contractor's expense. In situations where the Architect reasonably believes there is danger to life or property, the Agency may immediately and without notice correct the deficiencies at the Contractor's expense.

Action by the Agency under this provision will not prejudice any other remedy it may have.

**001 0.20 S** **L**

**G** - The Contractor's own organization shall perform Work amounting to at least the percentage of the original Contract Amount as indicated in the Special Provisions. The value of subcontracted Work is the full compensation to be paid to the Subcontractor(s) for all pay items in the Subcontract(s).

□ **O□□ O□□□□□□□□□□** - The term own organization , as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

□ **R□□□□□□□ O□□□□□□□ E□□□□□ □□□**- For projects funded by FWHA, the Agency will not allow a Disadvantaged Business Enterprise (DBE) firm to provide services without a subcontract covering all Work to be performed by the DBE firm. For non-DBE firms, the use of Equipment rented with operators will be allowed without a subcontract only when the following requirements are met:

**1 W□□□□□ R□□□□□□**- The Contractor has submitted to the Architect a written request describing the service to be provided, its estimated cost, and the estimated duration. The Architect must approve the request before the service is provided.

**2 L□□ □□□□□□□□**- The use of Equipment rented with operators is limited to the following services:

- Truck hauling of Materials (If the trucking is by an owner/operator, in addition to the requirements of 00170.65(e), each truck shall have the name of the owner/operator clearly displayed on the side of the truck); or
- Performing minor, Incidental, short-duration work under the direct supervision of the Contractor or Subcontractor, with Equipment not customarily owned, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

**3 S□□□□ □□□□□□**- The Contractor shall provide the Architect with a copy of the rental agreement or purchase order covering the service to be provided. For owner/operator trucking, attach copies of the data required under 00170.65(e). The Contractor shall make certain that the provider of approved services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including without limitation 00170.07. The service provider will not be considered a Subcontractor under the Contract, but will be considered an agent of the Contractor in the performance of Work.

**4 R□□□□□□□□□ □□A□□□□□□□□**- The Architect may revoke approval for the services provided through rented, operated Equipment at any time the Architect determines that the work is outside that authorized under 00180.20(c-2). Unless the Contractor promptly submits to the Architect a subcontract agreement for consent under 00180.21, the service provider shall be immediately removed from the Project Site.

**001 0.21 S□□□□□□□□□□□□**

□ **S□□□□□□□□□□ □□D□□□□□□□□ S□□□□□□□□□□□□□□**- The Contractor may only substitute a previously disclosed first-tier Subcontractor according to the provisions of ORS 279C.585. The Contractor shall provide the Architect with a written notification that identifies the name of the proposed new Subcontractor and the reason for the substitution. Authorized reasons for substitution are limited to the following circumstances (see ORS 279C.585(1) through ORS 279C.585(10)):

- The disclosed Subcontractor fails or refuses to execute a written contract that is reasonably based either upon the Project Plans and Specifications, or the terms of the Subcontractor's written Bid, after having had a reasonable opportunity to do so;
- The disclosed Subcontractor becomes bankrupt or insolvent;
- The disclosed Subcontractor fails or refuses to perform the contract;
- The disclosed Subcontractor fails or refuses to meet the bond requirements of the prime Contractor that had been identified prior to the Bid submittal;
- The Contractor demonstrates to the Agency that the Subcontractor was disclosed as the result of an inadvertent clerical error;
- The disclosed Subcontractor does not hold a license from the Construction Contractors Board and is required to be licensed by the board;
- The Contractor determines that the Work performed by the disclosed Subcontractor is not in substantial compliance with the Plans and Specifications, or that the Subcontractor is substantially delaying or disrupting the progress of the Work;

- The disclosed Subcontractor is ineligible to work on a public improvement according to the applicable statutory provisions;
- The substitution is for good cause as defined by State Construction Contractors Board rule; or
- The substitution is reasonably based on the Contract alternates chosen by the Agency.

**T** **S** - Subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to the terms of the Contract. Compliance with 00170.07 is required. All subcontracts, including Contractor's with the first-tier Subcontractors and those of the first-tier Subcontractors with their subcontractors, and any other lower tier subcontracts shall contain a clause or condition that if the Contractor or a subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

**1** A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within 10 Calendar Days out of amounts the Agency pays to the Contractor under the Contract.

**2** A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor.

**3** A clause that requires the Contractor, except as otherwise provided in this subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:

- Notifies the Subcontractor in writing at least 45 Calendar days before the date on which the Contractor makes the change; and
- Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

**4** An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within 30 Calendar Days after receiving payment from the Agency, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under 00180.21(d-1). The Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the Agency or the Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and ends on the date on which the amount due is paid; and shall be computed at the rate specified in 00170.10(c).

**5** A clause that requires the Contractor's first-tier Subcontractor to include a payment clause and an interest penalty clause that conform to the standards of ORS 279C.580 (see 00180.21(d-1) and 00180.21(d-4)) in each of the first-tier Subcontractor's subcontracts and to require each of the first-tier Subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or Material supplier.

These payment clauses shall require the Contractor to return all retainage withheld from the Subcontractor, whether held by the Contractor or the Agency, as specified in 00195.50(d).

As required by ORS 279C.800 through ORS 279C.870, 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.
- A provision requiring that the workers shall be paid not less than the specified minimum hourly rate of wage.

**C** **R** - The Contractor shall remain solely responsible for administration of the subcontract, including but not limited to:

- Performance of subcontracted Work;
- Progress of subcontracted Work;
- Payments for accepted subcontracted Work; and
- Disputes and claims for additional compensation regarding subcontracted Work.

It shall be the direct responsibility of the Contractor to ensure that each and every subcontractor will not only be issued a complete and current set of Plans and Specifications, but also that these Plans and Specifications are on the project site and in use by the subcontractor when it is performing its portion of the project.

Subcontracted Work shall not create a contract between the Agency and the Subcontractor, will not convey to the Subcontractor any rights against the Agency, and will not relieve the Contractor or the Contractor's Surety of any of their responsibilities under the Contract.

**F** - Failure to comply with 00180.21 will be cause for the Architect to take action reasonably necessary to obtain compliance. This action may include, but is not limited to:

- Suspension of the Work;
- Withholding of Contract payments as necessary to protect the Agency; and
- Termination of the Contract.

**001 0.22 P** - To the extent practicable, the Contractor shall pay in the same units and on the same basis of measurement as listed in the Schedule of Items for subcontracted Work or other Work not done by the Contractor's own organization. In making payment to Subcontractors and to its other agents performing Work and furnishing Materials and Equipment to be incorporated into the Work, the Contractor shall assume all losses resulting from overpayment.

If requested in writing by a first-tier Subcontractor, the Contractor shall send to the Subcontractor, within 10 Calendar Days of receiving the request, a copy of that portion of any invoice or request for payment submitted to the Agency, or pay document provided by the Agency to the Contractor, specifically related to any labor, Equipment, or Materials supplied by the first-tier Subcontractor.

**001 0.30 M** - The Contractor shall furnish suitable and sufficient Materials, Equipment, and personnel to properly prosecute and complete the Work. The Contractor shall use only Equipment of adequate size and condition to meet the requirements of the Work and Specifications, and to produce a satisfactory quality of Work. Upon receipt of the Architect's written order, the Contractor shall immediately remove, and not use again on the Project without the Architect's prior written approval, Equipment that, in the Architect's opinion, fails to meet Specifications or produce a satisfactory product or result.

The work force shall be trained and experienced for the Work to be performed. Upon receipt of the Architect's written order, the Contractor shall immediately remove from the Project Site, and shall not employ again on the Project without the Architect's prior written approval, any supervisor or employee of the Contractor or any subcontractor who, in the Architect's opinion, does not perform satisfactory Work or whose conduct interferes with the progress of the Work.

If the Contractor fails to remove Equipment or persons as ordered, or fails to furnish suitable and sufficient Materials, Equipment and personnel for the proper prosecution of the Work, the Architect may suspend the Work by written notice until such orders are complied with and such deficiencies are corrected, or the Architect may terminate the Contract under the provisions of 00180.90(a).

**001 0.31 R** - The Architect's decisions under this Section are final.

**G** - When the Equipment and methods to be used are not specified in the Contract, any Equipment or methods that accomplish the Work as required by the Contract will be permitted.

When the Contract specifies certain Equipment or methods, the Contractor shall use the Equipment or methods specified unless otherwise authorized by the Architect in writing.

**S** - After execution of the Contract, the Architect may approve substitution of Materials and Equipment to be incorporated into the Work as follows:

**1 R** - The Architect will consider substitution only if:

- In the judgement of the Architect, the proposed Materials or Equipment are equal to or superior to the specified items in construction, efficiency and utility; or
- Due to reasons beyond the control of the Contractor, the specified Materials or Equipment cannot be delivered to the Project in sufficient time to complete the Work in proper sequence.

**2 S** - The Contractor shall submit requests for substitution to the Architect, including manufacturers' brochures and other information needed to verify equality of the proposed item(s).

**S** **E** **S** **P** **W** - The Agency encourages development of new or improved Equipment and innovative use of Equipment. When the Specifications require Equipment of a particular size or type to be used to perform certain portions of the Work, the Contractor may submit a request to the Architect to use Equipment of a different size or type. The request will not be considered as a cost reduction proposal under 00140.70. The request shall:

- Be in writing and include a full description of the Equipment proposed and its intended use;
- Include the reasons for requesting the substitution; and
- Include evidence, obtained at the Contractor's expense and satisfactory to the Architect, that the proposed Equipment is capable of functioning as well as or better than the specified Equipment.

The Architect will consider the Contractor's request and will provide a written response to the Contractor, either permitting or denying use of the proposed Equipment.

Permission may be granted on a trial basis to test the quality of Work actually produced, subject to the following:

- There will be no cost to the Agency, either in Contract Amount or in Contract Time;
- The permission may be withdrawn by the Architect at any time if, in the Architect's opinion, the Equipment is not performing in all respects equivalent to the Equipment specified in the Contract;
- If permission is withdrawn, the Contractor shall perform the remaining Work with the originally-specified Equipment; and
- The Contractor shall remove and replace nonspecification Work resulting from the use of the Contractor's proposed Equipment, or otherwise correct it as the Architect directs, at no additional compensation.

**S** **M** - The Agency encourages development of new, improved, and innovative construction methods. When the Plans or Specifications require a certain construction method for a portion of the Work, the Contractor may submit a request for a change by following the provisions of 00140.70, Cost Reduction Proposals .

**001 0.32 A** **M** **E** **M** - Whenever the Contract authorizes certain alternative Materials, Equipment, or methods of construction for the Contractor's use to perform portions of the Work, and leaves the selection to the Contractor, the Agency does not guarantee that all listed alternative Materials, Equipment, or methods of construction can be used successfully throughout all or any part of the Work.

The Contractor shall employ only those alternatives that can be used to satisfactorily perform the Work. No additional compensation will be paid for corrective work necessitated by the Contractor's use of an inappropriate alternative.

**001 0.40 L** **O**

**I** **G** - The Contractor shall comply with all Contract provisions and shall:

- Conduct the Work at all times so as to cause the least interference with traffic, and
- Not begin Work that may allow damage to Work already started.

□ **O-S W** - The Contractor shall not begin On-Site Work until the Contractor has:

- Received Notice to Proceed;
- Filed with the Construction Contractors Board the public works bond as required in 00170.20;
- An approved Project Work schedule;
- An approved Traffic Control Plan;
- An approved Spill Prevention Control and Countermeasure Plan, if required;
- An approved Pollution Control Plan;
- An approved Erosion and Sediment Control Plan;
- Met with the Architect at the required preconstruction conference; and

Assembled all Materials, Equipment, and labor on the Project Site, or has reasonably assured that they will arrive on the Project Site, so the Work can proceed according to the Project Work schedule.

**001 0.41 P W S** - The Contractor shall submit a Project Work schedule meeting the requirements of this Subsection to the Architect. The Project Work schedule is intended to identify the sequencing of activities and time required for prosecution of the Work. The schedule is used to plan, coordinate, and control the progress of construction. Therefore, the Project Work schedule shall provide for orderly, timely, and efficient prosecution of the Work, and shall contain sufficient detail to enable both the Contractor and the Architect to plan, coordinate, analyze, document, and control their respective Contract responsibilities.

The Contractor shall submit a schedule or plan for each activity that is behind schedule showing, in sufficient detail, the proposed corrective action to complete Contract Work within the Contract Time. Sufficient detail shall include all required double shifts, overtime work, or combination of both.

Contractor's activity related to developing, furnishing, monitoring, and updating these required schedules is Incidental.

The Contractor shall submit a supplemental look ahead Project Work schedule to the Architect prior to or at each Progress Meeting. The look ahead Project Work schedule is supplemental to the Type A, B, or C schedule specified below. The supplemental look ahead Project Work schedule shall:

- Identify the sequencing of activities and time required for prosecution of the Work.
- Provide for orderly, timely, and efficient prosecution of the Work.
- Contain sufficient detail to enable both the Contractor and the Architect to plan, coordinate, analyze, document, and control their respective Contract responsibilities.

The supplemental look ahead Project Work schedule shall be written in common terminology and show the planned Work activities broken down into logical, separate activities by area, stage, and size and include the following information:

- The resources the Contractor, subcontractors, or services will use.
- The locations of each activity that will be done including the limits of the work by mile posts, stations, or other indicators.
- The time frames of each activity by Calendar Days, shifts, and hours.
- All anticipated shoulder, lane, and road closures.

At a minimum, the Contractor shall prepare a bar chart that:

- Shows at least 3 weeks of activity including the week the bar chart is issued.
- Uses a largest time scale unit of 1 Calendar Day. Smaller time scale units may be used if needed.
- Is appropriate to the activities.
- Identifies each Calendar Day by month and day.

Include the Contract name, Contract number, Contractor's name, and date of issue on each page of the bar chart.

The Contractor shall submit the supplemental look ahead Project Work schedule starting at First Notification and continuing each week until Second Notification has been issued and all punch list items and final trimming and

clean-up has been completed. The Contractor shall meet with the Architect each week to review the supplemental look ahead Project Work schedule. If the Architect or the Contractor determines that the current supplemental look ahead Project Work schedule requires changes or additions, either notations can be made on the current schedule or the Architect may require the submittal of a revised supplemental look ahead Project Work schedule. Review of the current and subsequent supplemental look ahead Project Work schedules does not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

One of the following Type A , B , or C schedules will be required under the Contract. The type of schedule will be identified in the Special Provisions.

□ **T□□□ A S□□□□□□** - When a Type A schedule is required, the Contractor shall do the following:

**1 S□□□□□□** -At the preconstruction conference, the Contractor shall provide to the Architect four copies of a Project Work schedule, including a time-scaled bar chart and narrative, showing:

- Expected beginning and completion dates of each activity, including all staging; and
- Elements of the Traffic Control Plan as required under 00225.05.

The schedule shall show detailed Work activities as follows:

- Construction activities;
- The time needed for completion of the utility relocation work;
- Submittal and approval of Materials samples and shop drawings;
- Fabrication, installation, and testing of special Materials and Equipment; and
- Duration of Work, including completion times of all stages and their sub phases.

For each activity, the Project Work schedule shall list the following information:

- A description in common terminology;
- The quantity of Work, where appropriate, in common units of measure;
- The activity duration in Calendar Days; and
- Scheduled start, completion, and time frame shown graphically using a time-scaled bar chart.

The schedule shall show the Work broken down into logical, separate activities by area, stage, or size. The duration of each activity shall be verifiable by manpower and Equipment allocation, in common units of measure, or by delivery dates.

The bar chart shall be prepared as follows:

- The length of bar shall represent the number of workdays scheduled.
- The time scale shall be appropriate for the duration of the Contract.
- The time scale shall be in Calendar Days.
- The smallest unit shown shall be 1 Calendar Day.
- The first day and midpoint of each month shall be identified by date.
- Distinct symbols shall be used to denote multiple shift, holiday, and weekend Work.

Each page of the bar chart shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used, their definitions, and the time scale, shown graphically. To ensure readability the bar chart shall be drawn on a reasonable size of paper up to a maximum of 36 inch by 36 inch, using multiple sheets when needed.

Within 7 Calendar Days after the preconstruction conference, the Architect and the Contractor shall meet to review the Project Work schedule as submitted. The Architect will review the schedule for compliance with all Contract Time limitations and other restraints. Review of this and subsequent schedules by the Architect shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract. Within 10 Calendar



Days of this meeting, the Contractor shall resubmit to the Architect four copies of the Project Work schedule, including required revisions.

**2 R** - The Project Work schedule may need revision as the Work progresses. Therefore, the Contractor shall periodically review the Project Work schedule and progress of the Work with the Architect. If the Architect or the Contractor determines that the Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Architect and the Contractor. At this meeting, the Contractor and the Architect shall review Project events and any changes for their effect on the Project Work schedule.

The Contractor shall compile an updated Project Work schedule incorporating any changes to the Project completion time(s). The bar chart shall reflect the updated information. The Contractor shall submit four copies of the updated Project Work schedule to the Architect within 7 Calendar Days after the meeting. The report shall include without limitation the following:

- Sufficient narrative to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule; and
- Proposed corrective actions.

**T B S** - When a Type B Schedule is required, the Contractor shall do the following:

**1 I S** - 5 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Architect four copies of a time-scaled bar chart Project Work schedule showing:

- Expected beginning and completion date of each activity, including all staging; and
- Elements of the Traffic Control Plan as required under 00225.05.

The initial schedule shall show all Work intended for the first 60 Days of the Contract to the level of detail described in (2) below, and shall show the priority and interdependence (sequencing and network logic) of all major segments of the remainder of the Work.

**2 D S** - In addition to the above requirements, and within 30 Calendar Days after the Notice to Proceed, the Contractor shall provide the Architect one digital copy and four paper copies of a detailed time-scaled bar chart Project Work schedule indicating the critical course of the Work. The digital copy shall be compatible with MS Project 2003, Primavera P3, SureTrak Project Manager 3.0, or another scheduling program approved by the Architect.

Detailed work schedule activities shall include the following:

- Construction activities;
- The time needed for completion of the utility relocation work;
- Submittal and approval of Material samples and shop drawings;
- Procurement of critical Materials;
- Fabrication, installation, and testing of special Material and Equipment; and
- Duration of Work, including completion times of all stages and their sub phases.

For each activity, the Project Work schedule shall list the following information:

- A description in common terminology;
- The quantity of Work, where appropriate, in common units of measure;
- The activity duration in normal workdays; and
- Scheduled start, completion, and time frame shown graphically using a time-scaled bar chart.

The schedule shall show the Work broken down into logical, separate activities by area, stage, or size. The duration of each activity shall be verifiable by manpower and Equipment allocation, in common units of measure, or by delivery dates.

The bar chart shall be prepared as follows:

- The length of bar shall represent the number of normal workdays scheduled.
- The time scale shall be appropriate for the duration of the Contract.
- The time scale shall be in normal workdays (every day except Saturday, Sunday, and legal holidays).
- The smallest unit shown shall be 1 Calendar Day.
- The first day and midpoint of each month shall be identified by date.
- Distinct symbols shall be used to denote multiple shift, holiday, and weekend Work.

The bar chart drawing(s) shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used, their definitions, and the time scale, shown graphically. To ensure readability the bar chart shall be drawn on a reasonable size of paper up to a maximum of 36 inch x 36 inch, using multiple sheets when needed.

Within 10 Calendar Days after submission of the Project schedule the Architect and the Contractor shall meet to review the Project schedule as submitted. Within 10 Days of the review meeting, the Contractor shall resubmit to the Architect one digital and four paper copies of the Project schedule, including required revisions.

The accepted Project schedule shall represent all Work, as well as the planned sequence and time for the Work. Review of this and subsequent schedules by the Architect shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

**3 R** - The Project Work schedule may require revision as the Work progresses. Therefore, the Contractor shall monitor and when necessary revise the Project Work schedule as follows:

**R** - The Contractor shall perform ongoing review of the Project Work schedule and progress of the Work with the Architect. If the Architect or the Contractor determines that the Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Architect and the Contractor. At this meeting, the Contractor and the Architect shall review Project events and any changes for their effect on the Project Work schedule. After any necessary action has been agreed upon, the Contractor shall make required changes to the Project Work schedule.

The Contractor shall collect information on all activities worked on or scheduled to be worked on during the previous report period, including shop drawings, Material procurement, and Contract Change Orders that have been issued. Information shall include commencement and completion dates on activities started or completed, or if still in progress, the remaining time duration.

The Contractor shall develop detailed sub-networks to incorporate changes, Additional Work, and Extra Work into the Project Work schedule. Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. The restraints shall include those activities from the Project Work schedule that initiated the sub-network as well as those restrained by it.

The Contractor shall evaluate this information and compare it with the Contractor's project schedule. If necessary, the Contractor shall make an updated bar chart schedule to incorporate the effect changes may have on the Project completion time(s). For any activity that has started, the Contractor shall add a symbol to show the actual date the activity started and the number of normal workdays remaining until completion. For activities that are finished, a symbol shall be added to show the actual date. The Contractor shall submit one digital and four paper copies of the updated bar chart to the Architect within 7 Days after the progress meeting, along with a progress report as required by b. below.

**P** - The Contractor shall submit a progress report to the Architect each month. The report shall include the following:

- Sufficient narrative to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule; and
- Proposed corrective actions.

□ **T C S** - When a Type C Schedule is required, the Contractor shall do the following:

**1 I S** - 10 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Architect one digital copy and four paper copies of a time-scaled bar chart Project Work schedule. The digital copy shall be compatible with MS Project 2003, Primavera P3, SureTrak Project Manager 3.0, or another scheduling program approved by the Architect. The initial schedule shall show:

- The expected beginning and completion date of each activity, including all stages and phases;
- The time needed for completion of the utility relocation work; and
- The elements of the traffic control plan as required under 00225.05.

A logic diagram and a time-scaled bar chart will be acceptable in lieu of a time-scaled logic diagram.

The initial schedule shall show all Work intended for the first 60 Days of the Contract to the level of detail described in (2) below, and shall show the priority and interdependence (sequencing and network logic) of all major segments of the remainder of the Work.

**2 D P W S** - In addition to the above requirements, and within 30 Calendar Days after First Notification, the Contractor shall provide the Architect one digital copy and four paper copies of a detailed time-scaled critical path method (CPM) network Project Work schedule and computer analysis printout, both clearly indicating the critical path. The digital copy shall be compatible with MS Project 2003, Primavera P3, SureTrak Project Manager 3.0, or another scheduling program approved by the Architect. The first submitted detailed time-scaled critical path method (CPM) network Project Work schedule shall also contain a listing of the quantity of Work for each activity, when appropriate, in common units of measure.

Detailed work schedule activities shall include the following:

- Construction activities;
- Any limitations of operation specified in 00180.40;
- The time needed for completion of the utility relocation work;
- Implementation of TCP for each stage and phase;
- Submittal and approval of Material samples, mix designs, and shop drawings;
- Agency timeframes to process and return Contractor submitted plans, working drawings, equipment lists and other submittals;
- Procurement of critical Materials;
- Fabrication, installation, and testing of special Material and Equipment;
- Duration of Work, including completion times of all stages and their sub-phases; and
- Specified cure times for all concrete elements.

The activities shall be separately identifiable by coding or use of sub-networks or both. The duration of each activity shall be verifiable and consistent with the description in the Project narrative required in (3) below.

Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. In the restraints, include those activities from any Project Work schedule that initiated the sub-network as well as those restrained by it.

The time scale used on the Contractor's detailed time-scaled critical path method (CPM) network Project Work schedule shall be appropriate for the duration of the activities and the Project duration. The time scale shall be in normal workdays, defined as every day except Saturday, Sunday and legal holidays, with calendar dates identified no less than the first and midpoint of each calendar month. The smallest unit shown shall be 1 Day. The network shall show the length of the activity or part scaled to accurately represent the number of normal workdays scheduled. Distinct symbols or graphics shall be used to show multiple shift, holiday, or weekend work.

The schedule network drawing(s) shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used,

their definitions, and the time scale, shown graphically. To ensure readability the drawings shall be on a reasonable size of paper up to a maximum of 36 inch x 36 inch, using multiple sheets when needed.

The Contractor shall include a tabulation of each activity in the computer mathematical analysis of the network diagram. The following information represents the minimum required for each activity:

- Event (node) number(s) for each activity;
- Maintain event (node) numbers throughout the Project;
- Activity description;
- Original duration of activities (in normal workdays);
- Estimated remaining duration of activities (in normal workdays);
- Earliest start date and actual start date (by calendar date);
- Earliest finish date and actual finish date (by calendar date);
- Latest start date (by calendar date);
- Latest finish date (by calendar date); and
- Slack or float time (in workdays).

Computer print-outs shall consist of at least a node sort and an early start/total-float sort.

Within 14 Calendar Days after submission of the detailed time-scaled critical path method (CPM) network Project Work schedule, the Architect and the Contractor shall meet to review the detailed time-scaled critical path method (CPM) network Project Work schedule as submitted. Within 7 Calendar Days of the meeting, the Contractor shall resubmit to the Architect one digital and four paper copies of the detailed time-scaled critical path method (CPM) network Project Work schedule, including required revisions.

This first accepted detailed time-scaled critical path method (CPM) network Project Work schedule, also called the accepted Project Work schedule, shall represent all Work, as well as the planned sequence and time for the Work. Review and acceptance of any Project Work schedules and Project narratives by the Architect shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

**3 P██████ N██████** - In addition to the above requirements, and within 30 Calendar Days after First Notification, the Contractor shall provide to the Architect a final written Project narrative that discusses the planning, coordinating, scheduling and resourcing of the Work. The Project narrative shall include the following written description:

- Plans for staging the project.
- All critical activities.
- All near critical activities defined as those with less than 30 Days of float.
- All subcontractor activities that are critical, near critical, and those that are greater than two weeks in duration.
- Labor resourcing, by stage and phase, to include the number of crews, average crew size and planned night/weekend shifts including that of subcontractors.
- Equipment allocation, by stage and phase to include mobilization, demobilization and planned activities including that of subcontractors.
- Notifications required under the Contract during each stage and phase which may include but is not limited to road closures, lanes closures, night work, cold plane pavement removal, and pile driving.
- Provide discussion on addressing reasonably predictable weather conditions and their impact on all weather sensitive activities. Also, provide discussion on other weather limitations that may affect the project schedule.
- Submittal and approval of material samples, mix designs, and shop drawings.
- Procurement of critical materials.
- Plans for dealing with unique construction items.
- Coordination of utilities and any immediate concerns for impacts/delays.

- Constructability issues.
- Cost Reduction Proposals and/or immediate requests for changes to the specifications.
- Concerns/issues that need to be addressed within the first 90 Days following First Notification.

The accepted Project narrative shall represent all critical and near critical Work, as well as the planned sequence and time for the Work.

**4 R** - The Project Work schedule may require revision as the Work progresses. Therefore, the Contractor shall monitor and when necessary revise the Project Work schedule as follows:

**4.1 R** - The Contractor shall perform ongoing review of the accepted Project Work schedule and progress of the Work with the Architect. If the Architect or the Contractor determines that the accepted Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Architect and the Contractor. At this meeting, the Contractor and the Architect shall review Project events and any changes for their effect on the accepted Project Work schedule. After any necessary action has been agreed upon, the Contractor shall make required changes to the accepted Project Work schedule and associated Project narrative. Upon acceptance by the Architect, this will become the new accepted Project Work schedule and associated Project narrative.

The Contractor shall collect information on all activities worked on or scheduled to be worked on during the previous report period, including shop drawings, Material procurement, and Contract Change Orders that have been issued. Information shall include actual start and completion dates on activities started or completed, or if still in progress, the remaining time duration.

The Contractor shall develop detailed sub-networks to incorporate changes, Additional Work, and Extra Work into the Project Work schedule. Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. The restraints shall include those activities from the Project Work schedule that initiated the sub-network as well as those restrained by it. The procedure for acceptance of the revised or updated Project Work schedule as the new accepted Project Work schedule will be as provided above.

The Contractor shall evaluate this information each month and compare it with the accepted Project Work schedule. The Contractor shall make an updated bar chart schedule to incorporate the effect changes may have on the Project completion time(s). For any activity that has started, the Contractor shall add a symbol to show the actual date the activity started and the number of normal workdays remaining until completion. For activities that are finished, a symbol shall be added to show the actual date. The Contractor shall submit , digitally and in paper, copies of the updated bar chart to the Architect within 7 Days after the progress meeting, along with a progress report as required by b. below.

**4.2 P** - Each month the Contractor shall submit a progress report and an update of the Project Work schedule to the Architect. The report and updated schedule shall be submitted both digitally and in paper copy and shall include the following:

- A sufficient description, in narrative form, to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule;
- Proposed corrective actions;
- Proposals to keep the Project on schedule in the event of a delay; and
- Any changes to the logic as compared to the accepted Project Work schedule.

**4.3 S** - When a Type A schedule is required, a Type B or Type C schedule may be substituted for the Type A schedule.

When a Type B schedule is required, a Type C schedule may be substituted for the Type B schedule.

**4.4 S** - The completion dates in any Project Work schedule and any revised or updated Project Work schedules shall be within the Contract Time(s) specified for the Project, or within adjusted Contract Times approved according to 00180.80(c). Acceptance of any Project

Work schedule or any revised or updated Project Work schedules shall not constitute approval of any completion dates that exceed such Contract Time(s). If the Contractor believes that additional Contract Time is due, the Contractor shall submit, with a revised Project Work schedule, a request for adjustment of Contract Time according to 00180.80(c). A request for an adjustment of Contract Time will be evaluated using the most recently accepted Project Work schedule.

**F** **T** - Float time shown on the Project Work schedule, including any time between a Contractor's scheduled completion date and the specified Contract Time(s), does not exist for the exclusive use of either party to the Contract and belongs to the Project.

**S** **D** **N** **C** **N** - Submittal of a Project Work schedule, with supporting Project narrative, does not constitute or substitute for any notice the Contractor is required under the terms of the Contract to give the Agency.

**F** **P** **S** - The Project Work schedule is essential to the Agency. The Contractor's failure to provide the schedule, schedule information, progress reports, Project narratives, or schedule updates when required will be cause to suspend the Work, or to withhold Contract payments as necessary to protect the Agency, until the Contractor provides the required information to the Architect.

**001 0.42 P** **C** - Unless otherwise approved in writing by the Architect, before any Work is performed and within 7 Calendar Days of the Notice to Proceed, the Contractor shall meet with the Architect for a preconstruction conference at a time mutually agreed upon.

**001 0.43 C** **P** **W** - From the time of commencement of the Work to the time of Final Acceptance the Contractor shall:

- Provide adequate Materials, Equipment, labor, and supervision to perform and complete the Work;
- Perform the Work as vigorously and as continuously as conditions permit, and according to a Project Work schedule that ensures completion within the Contract Time or the adjusted Contract Time;
- Not voluntarily suspend or slow down operations without prior written approval from the Architect; and
- Not resume suspended Work without the Architect's written authorization.

**001 0.44 P** **M** - The Contractor shall participate in conferences and meetings for the purposes of addressing issues related to the Work, reviewing and coordinating progress of the Work and other matters of common interest to the Contractor, Architect and Agency.

- M** **P** - Representatives of entities participating in meetings shall be qualified and authorized to act on behalf of entity each represents.
- Meet in Agency's meeting room facility, or in a location otherwise agreed to by Agency and Contractor.
- Architect will distribute to each anticipated participant written notice and agenda of each meeting at least 4 days before meeting.
- Require attendance of Contractor's superintendent and project manager, and subcontractors who are or are proximate to be actively involved in the Work, or who are necessary to agenda.
- Architect will invite agencies, utility companies or others when the Work affects their interests, and others necessary to agenda.
- Architect will record minutes of meeting and distribute copies of minutes within 7 days of meeting to participants and interested parties.

**P** **M**

- (1) Purpose of Progress Meetings: To expedite work of subcontractors or other organizations that are not meeting scheduled progress, resolve conflicts, and coordinate and expedite execution of the Work.

- (2) Attend regularly scheduled bi-weekly progress meetings conducted by Architect.
- (3) Review progress of the Work, Progress Schedule, 3-week look-ahead schedule, narrative report, Application for Payment, record documents, and additional items of current interest that are pertinent to execution of the Work.
- (4) Verify:
  - Actual start and finish dates of completed activities since last progress meeting.
  - Durations and progress of activities not completed.
  - Reason, time, and cost data for Change Order Work that will be incorporated into Progress Schedule and Application for Payment.
  - Percentage completion of items on Application for Payment.
  - Reasons for required revisions to Progress Schedule and their effect on Contract Time and Contract Amount.
- (5) Review status of Requests for Clarification/Information and Submittals review.
- (6) Discuss Project safety and security.
- (7) Discuss traffic control.
- (8) Discuss potential problems which may impede scheduled progress and corrective measures.

**C**  **M**

- (1) Purpose of Coordination Meetings: To coordinate the Work of this Contract with the work of the Agency and with work of other contractors.

**P**-**E**  **M**

- (1) Prior to start of critical activities, the Contractor shall schedule a meeting with Architect review applicable specifications and drawings, coordination of inspection requirements and other key activities.

**P**-**S**  **C**

- (1) The Contractor, applicable subcontractors, Contractor's surveyor, Agency and Agency's surveyor shall meet with the Architect two weeks prior to beginning survey work. The purpose of the meeting is to discuss methods and practices of accomplishing the survey work.

**O**  **M**

- (1) The Contractor shall prepare for and attend other meetings as identified elsewhere in the Contract Documents.

**001 0.50 C**  **T**  **C**  **W**

**G** - The time allowed to complete the Work or Pay Item is stipulated in the Solicitation Documents, and will be known as the Contract Time . (see 00110.20)

**C**  **T** - The Contract Time will be expressed in one or more of the following ways:

**1 F**  **D**  **C** - The calendar date on which the Work or Pay Item shall be completed; or

**2 C**  **D**  **C** - The number of Calendar Days from a specified beginning point in which the Work or Pay Item shall be completed.

**3 Work Days Completed** – The number of Work Days from a specified beginning point in which the Work or Pay item shall be completed.

**Contract Time** - When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin at the date of the Notice to Proceed. When the Contract Time is stated in Work Days, counting of Contract Work Days will begin at the date of the Notice to Proceed.

**Contract Time** - All Contract Time will be recorded and charged to the nearest one-half Day.

Contract Times may be extended because of delays in the completion of the Work due to abnormal weather conditions provided that the Contractor shall, within 10 days of the beginning of such delay, notify Architect in writing of the cause of the delay and request an extension of time. Such requests shall be accompanied with supporting documentation referenced to the NOAA INDE weather in the Project vicinity. Architect will make recommendations to Agency to extend the Contract Times for completing the Work when, in Architect's judgement, the findings of facts and extent of delay justify such an extension. Contractor shall not be entitled to any additional compensation of any kind arising out of or relating to abnormal weather conditions.

On Contracts with Calendar Day or Work Day counts, the Architect will furnish the Contractor a weekly statement of Contract Time charges. The statement will show the number of Calendar Days counted for the preceding week and the number of Calendar Days remaining prior to the established completion date.

For Contracts with fixed completion dates, or fixed completion dates for Pay Items or fixed milestone dates, the Architect will furnish the Contractor a weekly statement of Contract Time charges only after expiration of the Contract Time. The statement will show the number of Calendar Days of liquidated damages that have been assessed, if any.

These statements will include any exclusions from, or adjustments to, Contract Time.

**Exclusions from Contract Time** - Regardless of the way Contract Time is expressed in the Contract, certain Calendar Days will not be charged against Contract Time. These exclusions will be allowed when the Contractor is prevented from performing Work due to one of the following reasons, resulting in delay:

- Acts of God or Nature;
- Court orders enjoining prosecution of the Work;
- Strikes, labor disputes or freight embargoes that, despite the Contractor's reasonable efforts to avoid them, cause a shutdown of the entire Project or one or more major operations. Strike and labor dispute may include union action against the Contractor, a Subcontractor, a Materials supplier, or the Agency; or
- Suspension of the Work by written order of the Architect for reasons other than the Contractor's failure or neglect.

**Contractor Protest** - In the event the Contractor disputes the accuracy of the statement of Contract Time charges, it shall immediately contact the Architect and attempt to resolve the dispute. If the dispute cannot be resolved informally, the Contractor shall submit a formal written protest to the Architect within 7 Calendar Days of the date the Architect mailed or delivered the statement. Failure to submit a formal written protest within the 7 Calendar Day period constitutes the Contractor's approval of the time charges, or adjusted time charges, itemized in the statement.

**Second Notification** - When the Architect determines that the On-Site Work has been completed, except for the items listed below, the Architect will issue a Second Notification.

The Second Notification will list:

- The date the time charges stopped;
- Final trimming and cleanup tasks (see 00140.90);
- Equipment to be removed from the Project Site;
- Minor corrective work not involving additional payment to be completed; and



- Submittals, including without limitation all required certifications, bills, forms, warranties, certificate of insurance coverage (00170.70(b)), and other documents, required to be provided to the Architect before Third Notification will issue.

The Contractor shall complete all tasks listed in the Second Notification in an expeditious manner within the time frame proposed by the Contractor and accepted by the Architect. Unless otherwise agreed by the Agency, failure of the Contractor to complete all tasks listed in the Second Notification within the time frame accepted, will result in the Agency rescinding the Second Notification. Counting of time charges will resume upon expiration of the accepted time frame.

**001 0. 0 N** - The Contractor shall notify the Architect of any delay that will likely prevent completion of the Work or a Pay Item by the date specified in the Project Work schedule. The notice shall be in writing and shall be submitted within 7 Calendar Days of when the Contractor knew or should have known of the delay. The notice shall include, to the extent available, the following:

- The reasons or causes for the delay;
- The estimated duration of the delay and the estimated resulting cumulative delay in Contract completion;
- Except for 00180.50(e) and 00180.65 delays, whether or not the Contractor expects to request an adjustment of Contract Time due to the delay;
- Whether or not the Contractor expects to accelerate due to the delay; and
- Whether or not the Contractor expects to request additional compensation due to the delay. Except for 00180.50(e) and 00180.65 delays, failure to include this information will constitute waiver of the Contractor's right to later make such a request.
- If Contractor is delayed and has stopped Contract Item work for less than 60 minutes, neither additional Contract Time nor additional compensation will be considered.

**001 0. 5 R** - Right-of-Way and access delays will be taken into consideration in adjusting Contract Time, and in approving additional compensation if the performance of the Work is delayed because of the Agency's failure to make available to the Contractor:

- Necessary Rights-of-Way;
- Agency-owned or Agency-controlled Materials sources that are offered in the Contract for the Contractor's use; or
- Access to, or rights of occupancy of, buildings and other properties the Contractor is required to enter or to disturb according to Contract requirements.

If the ending date of an anticipated delay is stated in the Special Provisions, only the delay occurring after that date will be considered for adjusting Contract Time or providing additional compensation.

**001 0.70 S**

**G** - The Architect has authority to suspend the Work, or part of the Work, for any of the following causes:

- Failure of the Contractor to correct unsafe conditions;
- Failure of the Contractor to carry out any provision of the Contract;
- Failure of the Contractor to carry out orders issued by the Architect, the Agency, or any regulatory authority;
- Existence of conditions unsuitable to proper or safe performance of the Work; or
- Any reason considered by the Agency to be in the public interest.

When Work has been suspended for any reason, the Contractor shall not resume Work without the Architect's written authorization.

□ **C**ontinuing **R**esponsibility **S**uspension - During periods of suspension of the Work, the Contractor shall continue to be responsible for protecting and repairing the Work according to 00170.80, and for ensuring that a single designated representative responsible for the Project remains available according to 00150.40(b).

When Work is resumed after suspension, unless otherwise specified in the Contract, the Contractor shall perform the following at no additional compensation:

- Replace or repair any Work, Materials, and Equipment to be incorporated into the Work that was lost or damaged because of the temporary use of the Project Site by the public; and
- Remove Materials, Equipment, and temporary construction necessitated by temporary maintenance during the suspension, as directed by the Architect.

□ **C**ompensation **A**llowance **S**uspension - Compensation and allowance of additional Contract Time due to suspension of any portion of the Work will be authorized only for Agency-initiated suspensions for reasons other than the Contractor's failure or neglect. (refer to 00180.50(e), 00180.65, and 00195.40)

### 001 0. 0 A **C**ontract **T**ime

□ **G**eneral - Contract Time established for the Work will be subject to adjustment, either by increase or decrease, for causes beyond the control of the Contractor, according to the terms of this Subsection. After adjustment, the Contract Time will become, and be designated as, the Adjusted Contract Time. Except as provided in 00180.65 and 00195.40, an adjustment of Contract Time shall be the Contractor's only remedy for any delay arising from causes beyond the control of the Contractor.

□ **C**hange **R**eduction **N**ot **R**eduction - The Architect may increase or decrease the Contract Time or the Adjusted Contract Time if Change Orders or Extra Work orders issued actually increase or decrease the amount of time required to perform the Work. The Architect may also increase Contract Time in the event of Right-of-Way and Access delays (see 00180.65), and those delays due to causes beyond the Contractor's control specified in 00180.50(e). The Architect will promptly inform the Contractor of adjustments made to Contract Time according to this Subsection, and will include the reasons for adjustment.

If the Agency anticipates delay during performance of the Contract, and specifies its expected duration in the Special Provisions, the Architect will only consider additional delay beyond the stipulated duration in determining whether to adjust Contract Time.

□ **C**ontract **R**eduction **R**eduction - In the event the Contractor believes that additional Contract Time is due, the Contractor shall submit to the Architect a timely request for adjustment of Contract Time. The Architect will not consider untimely requests. The Agency regards as timely only those requests for adjustment of Contract Time that:

- Accompany a proposed revised Project Work schedule submitted according to 00180.41, for comparison with the last revision of the Project Work schedule; or
- Are not otherwise deemed waived and are submitted within 15 Days after the date of Second Notification, if Second Notification has been issued.

The Architect will not grant an adjustment of Contract Time for events that occurred prior to the date of the last revision of the Project Work schedule. The Architect will not authorize, nor the Agency pay, acceleration costs incurred by the Contractor prior to its submittal of a request for adjustment of Contract Time to which the acceleration costs relate.

The Contractor's request for adjustment of Contract Time shall be submitted to the Architect on a form provided by, or in a format acceptable to, the Architect, and shall include a copy of the written notice required under 00180.60. The request shall include without limitation:

- Consent of the Contractor's Surety if the request totals more than 30 Calendar Days of additional Contract Time;
- Sufficient detail for the Architect to evaluate the asserted justification for the amount of additional Contract Time requested;

- The cause of each delay for which additional Contract Time is requested, together with supporting analysis and data;
- Reference to the Contract provision allowing Contract Time adjustment for each cause of delay;
- The actual or expected duration of delay resulting from each cause of delay, expressed in Calendar Days; and
- A schedule analysis based on the current approved Project Work schedule for each cause of delay, indicating which activities are involved and their impact on Contract completion.

**B**  **A**  **C**  **T** - In the adjustment of Contract Time, the Architect will consider causes that include, but are not limited to:

- Failure of the Agency to submit the Contract and bond forms to the Contractor for execution within the time stated in 00130.50, or to submit the Notice to Proceed within the time stated in 00130.90;
- Errors, changes, or omissions in the Supplemental Drawings, quantities, or Specifications;
- Performance of Extra Work;
- Failure of the Agency or Entities acting for the Agency to act promptly in carrying out Contract duties and obligations;
- Acts or omissions of the Agency or Entities acting for the Agency that result in unreasonable delay referenced in 00195.40;
- Causes cited in 00180.50(e); and
- Right-of-way and access delays referenced in 00180.65.

The Architect will not consider requests for adjustment of Contract Time based on any of the following:

- Contentions that insufficient Contract Time was originally specified in the Contract;
- Delays that do not affect the specified or Adjusted Contract Time;
- Delays that affect the Contractor's planned early completion, but that do not affect the specified or adjusted Contract Time;
- Shortage or inadequacy of Materials, Equipment or labor;
- Work stoppage required by the Architect to determine the extent of Work defects
- Time for the Contractor to correct the Work defects from date of notification of the defects until the correction work is completed and has been approved by the Architect.
- Late delivery of Materials and Equipment to be incorporated into the Work, except under those conditions referenced in 00180.50(e);
- Different area of Material source in 00160.40(a);
- Substitution of Equipment in 00180.31(c);
- Reasonably predictable weather conditions; or
- Other matters within the Contractor's control or Contract responsibility.

**C**  **R**  **A** - The Architect will only consider a Contractor's request for Contract Time adjustment submitted according to the requirements of 00180.80(c). The Architect may elect not to consider claimed delays that do not affect the specified or adjusted Contract Time required to complete the Work.

The Architect may adjust Contract Time for causes not specifically identified by the Contractor in its request.

The Architect will review a properly submitted request for Contract Time adjustment, and within a reasonable time will advise the Contractor of the Architect's findings. If the Contractor disagrees with the Architect's findings, the Contractor may request review according to the procedure specified in 00199.40.

**001 0. 5 F** **C** **T** **L** **D**

**T** **E** - Time is of the essence in the Contractor's performance of the Contract. Delays in the Contractor's performance of the Work may inconvenience the traveling public, interfere with business and commerce, and increase cost to the Agency. It is essential and in the public interest that the Contractor prosecute the Work vigorously to Contract completion.

The Agency does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time or adjusted Contract Time has expired.

**L** **D** - The Agency will sustain damage if the Work is not completed within the specified Contract Time. However, in certain Agency projects it may be unduly burdensome and difficult to demonstrate the exact dollar value of such damages. The Agency will identify such projects in the Special Provisions related to them. In these projects, the Contractor agrees to pay to the Agency, not as a penalty but as liquidated damages, the amount specified in the Special Provisions for each Calendar Day the Contractor expends performing the Contract in excess of the Contract Time or adjusted Contract Time.

Payment by the Contractor of liquidated damages does not release the Contractor from its obligation to fully and timely perform the Contract according to its terms. Nor does acceptance of liquidated damages by the Agency constitute a waiver of the Agency's right to collect any additional damages it may sustain by reason of the Contractor's failure to fully perform the Contract according to its terms. The liquidated damages shall constitute payment in full only of damages incurred by the Agency due to the Contractor's failure to complete the Work on time.

If the Contract is terminated according to 00180.90(a), and if the Work has not been completed by other means on or before the expiration of Contract Time or adjusted Contract Time, liquidated damages will be assessed against the Contractor for the duration of time reasonably required to complete the Work.

**001 0.90 T** **C** **S** **P**

- T** **D** - Termination of the Contract for default may result if the Contractor:
- Fails to comply with the requirements for records;
  - Violates any material provision of the Contract;
  - Disregards applicable laws and regulations or the Architect's instructions;
  - Refuses or fails to supply enough Materials, Equipment or skilled workers for prosecution of the Work in compliance with the Contract;
  - Fails to make prompt payment to Subcontractors;
  - Makes an unauthorized general assignment for the benefit of the Contractor's creditors;
  - Has a receiver appointed because of the Contractor's insolvency;
  - Is adjudged bankrupt and the court consents to the Contract termination; or
  - Otherwise fails or refuses to faithfully perform the Contract according to its terms and conditions.

If the Contract is terminated by the Agency, upon demand the Contractor and the Contractor's Surety shall provide the Architect with immediate and peaceful possession of the Project Site, and of all Materials and Equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments under 00195.50.

If the Contract is terminated for default, neither the Contractor nor its Surety shall be:

- Relieved of liability for damages or losses suffered by the Agency because of the Contractor's breach of Contract; or
- Entitled to receive any further progress payments until the Work is completed. However, progress payments for completed Work that remain due and owing at the time of Contract termination may be made according to the terms of 00195.50, except that the Architect will be entitled to withhold sufficient funds to cover costs incurred by the Agency as a result of the termination. Final payment to the Contractor will be made according to the provisions of Section 00195.

If a termination under this provision is determined by a court of competent jurisdiction to be unjustified, the termination shall be deemed a termination for public convenience.

**S** - According to the Agency's procedures, and upon the Architect's recommendation that sufficient cause exists, the Agency, without prejudice to any of its other rights or remedies and after giving the Contractor and the Contractor's Surety 10 Calendar Days' written notice, may:

- Terminate the Contract;
- Substitute the Contractor with another Entity to complete the Contract;
- Take possession of the Project Site;
- Take possession of Materials on the Project Site;
- Take possession of Materials not on the Project Site, for which the Contractor received progress payments under 00195.50;
- Take possession of Equipment on the Project Site that is to be incorporated into the Work;
- Take possession of Equipment not on the Project Site that is to be incorporated into the Work, and for which the Contractor received progress payments under 00195.50; and
- Finish the Work by whatever method the Agency deems expedient.

If, within the 10 Calendar Day notice period provided above, the Contractor and/or its Surety corrects the basis for declaration of default to the satisfaction of the Architect, or if the Contractor's Surety submits a proposal for correction that is acceptable to the Architect, the Contract will not be terminated.

**T** - The Architect may terminate the Contract for convenience in whole or in part whenever the Architect determines that termination of the Contract is in the best interest of the public.

The Architect will provide the Contractor and the Contractor's Surety 7 Calendar Days' written notice of termination for public convenience. After such notice, the Contractor and the Contractor's Surety shall provide the Architect with immediate and peaceful possession of the Project Site, and of Materials and Equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments under 00195.50.

If the Contract is terminated for public convenience, neither the Contractor nor its Surety shall be relieved of liability for damages or losses suffered by the Agency as a result of defective, unacceptable or unauthorized Work completed or performed.

Compensation for Work terminated by the Architect under this provision will be determined according to the provisions of 00195.70(b).

**001 0.95 P**

**D** - Project Closeout is defined to include general requirements near the end of the Contract Time, in preparation for Substantial Completion, Final Completion, final payment, normal termination of Contract, occupancy by Agency and similar actions evidencing completion of the Work. Specific requirements for individual units of Work are specified in various technical specification sections.

**P** - **T** - **S** - **C**

1 Prior to requesting Architect's inspection for certification of Substantial Completion for the entire work, complete the following and list known exceptions in request:

- In progress payment request, coincide with or first following date claimed, show either 100 completion for portion of work claimed as "substantially complete", or list incomplete items, value of incompleteness, and reasons for being incomplete. Include supporting documentation for completion as indicated in these Contract Documents.

- Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.
  - Obtain and submit releases enabling Agency's full and unrestricted use of the Work and access to services and utilities.
  - Deliver tools, spare parts, extra stocks of materials, and similar physical items to Agency.
  - Where applicable, make final change-over of locks and transmit keys to Agency and advise Agency's personnel of change-over in security provisions.
  - Complete start-up testing of systems, and instructions of Agency's operating/maintenance personnel. Discontinue (or change-over) and remove from Project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.
  - Touch-up and otherwise repair and restore marred exposed finishes.
- 2** Upon receipt of Contractor's request, Architect will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Architect will either prepare Certificate of Substantial Completion, or advise Contractor of Work which must be performed prior to issuance of certificate; a repeat inspection will be performed when requested and assured by the Contractor that Work has been substantially completed. Results of completed inspection will form initial "punch-list" requirements for Final Completion. If more than two visits are required to complete the final inspection for Substantial Completion then the Contractor shall pay the Agency for the Architect's time, for all categories of labor required to complete the inspection for Substantial Completion at the Architect's standard billing rates at the time of inspection. This time shall include time for travel and time to prepare inspection reports. Contractor shall also pay the Architect's expenses at cost plus 10% and 0.55 per mile for travel to and from the site.

**P** **T** **F** **C**

- 1** Prior to requesting Architect's final inspection for final payment and acceptance, complete the following and list known exceptions (if any) in request:
- Submit final payment request with final releases and supporting documentation which have not previously been submitted and accepted. Include certificates of insurance for products and completed operations where required.
  - Submit updated final statement, accounting for additional (final) changes to Contract Amount.
  - Submit certified copy of Architect's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Architect.
  - Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of Substantial Completion or when Agency took possession of and responsibility for corresponding elements of the work.
  - Submit consent of surety.
  - Submit final liquidated damages settlement statement, acceptable to Agency.
  - Submit record drawings, maintenance manuals, and similar final record information.
- 2** Re-inspection Procedure: Upon receipt of Contractor's notice that the Work has been completed, including punch-list items resulting from earlier inspections, and accepting incomplete items delayed because of acceptable circumstances, Architect will re-inspect the work. Upon completion of re-inspection, Architect will either make recommendation for final payment and acceptance by the Agency

or advise Contractor of work not completed or obligations not fulfilled as required for final payment. If necessary, procedure will be repeated. If more than two visits are required to complete the final inspection for final payment then the Contractor shall pay the Agency for the Architect's time, for all categories of labor required to complete the inspection for final acceptance at the Architect's standard billing rates at the time of inspection. This time shall include time to travel and time to prepare inspection reports. Contractor shall also pay the Architect's expenses at cost plus 10% and \$0.55 per mile for travel to and from the site.

**C** **D**

**1** Submit following Closeout Submittals after receipt of Second Notification and at least seven (7) days prior to Application for Final Payment:

- Evidence of Compliance with Requirements of Governing Authorities.
- Project Record Documents.
- Operation and Maintenance Manuals.
- Warranties and Bonds.
- Keys and Opening Schedule.
- Evidence of Payment and Release of Liens as outlined in Conditions of the Contract.
- City of Warrenton Certificate of Compliance provided at the end of this Section

*"Making a difference through excellence of service"*



## CITY OF WARRENTON

### CERTIFICATE OF COMPLIANCE

City of Warrenton  
225 S Main Ave  
Warrenton, OR 97146

ATTN: Public Works Director

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

I hereby certify that:

- A. All work on the above referenced contract has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work;
- B. There have been no substitutions of Subcontractors without prior notification to the City in accordance with ORS279C.585;
- C. Contractor and subcontractors performing work under this contract were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.138 before commencing work under the contract;
- D. All payments due to all persons supplying labor or material for the performance of the work provided for in this contract have been made;
- E. All contributions or amounts due the Industrial Accident Fund from the contractor or subcontractors incurred in the performance of the contract have been paid;
- F. All sums withheld from employees under ORS 316.167 have been paid to the Department of Revenue.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_



**S** 00190 - **M** **P** **Q**

**D**

**00190.00 S** - The Architect will measure pay quantities for accepted Work according to the United States standard measure unless otherwise provided in the Contract. Unless otherwise specified in the Contract, the Architect will round off all quantity computations using the following convention:

- The final significant digit will not be changed when the succeeding digit is less than 5.
- The final significant digit will be increased by one when the succeeding digit is 5 or greater.

The measurement provisions contained in the Specifications for each Pay Item will supplement or modify the above convention by:

- Imposing measurement limitations
- Describing measurement or computation procedures
- Giving conversion factors or adjustment conditions
- Providing for determination of reasonably accurate and representative Pay Item quantities

Measurements required or allowed to be made by the Contractor will be subject to the Architect's verification. The Architect's decision about measurement is final.

**00190.10 M** **G** - Measurement of quantities will be made on the following bases, unless otherwise specified in the Contract:

**U** **B** - Unit will be each, unless otherwise specified in the Contract and will be determined by actual count of units in place.

**L** **B** - Length will be feet or mile, unless otherwise specified in the Contract and will be determined by measuring the length at least to the nearest 0.1 foot or at least to the nearest 0.1 mile, as applicable, unless otherwise specified in the Contract. Measurements will be limited to the dimensions shown or specified, or as directed by the Architect.

**A** **B** - Area will be square foot, square yard, or acre, unless otherwise specified in the Contract and will be determined by measuring the width and the length (or height) at least to the nearest 0.1 foot and computed at least to the nearest 0.1 square foot, nearest 0.1 square yard, or nearest 0.1 acre, as applicable, unless otherwise specified in the Contract.

**W** **B** - Weight will be pound or ton, unless otherwise specified in the Contract and will be determined as follows:

**1 P** - Pound weight will be determined by the net weight identified on the manufacturer's packaged labels, subject to periodic check weighing. Weight by pound will be measured at least to the nearest 1.0 pound unless otherwise specified in the Contract.

Provide a certificate with each shipment together with a certified copy of the weight of each delivery. If the check weight is less than the manufacturer weight by more than 0.4 , the discrepancy will be resolved by the Architect.

**2 T** - Ton weight will be determined on Contractor-provided scales as required under 00190.20 unless otherwise allowed by the Specifications. Weight by ton will be measured at least to the nearest 0.01 ton unless otherwise specified in the Contract.

If bituminous materials, portland cement, lime, and similar bulk Materials are shipped by truck or rail, the supplier's shipping invoice with net scale weights, or volumes converted to weights, may be used for Pay Item quantity determination in place of weights determined on the Contractor-provided vehicle scales.

Shipping invoice weights of the supplier's truck or transport shall be subject to periodic check weighing on the Contractor's vehicle scales, or other scales designated, according to 00190.20. If the check weight is less than the supplier weight by more than 0.4 , the discrepancy will be resolved by the Architect.

No payment will be made:

- For quantities in excess of the supplier weight
- When Materials have been lost, wasted, or otherwise not incorporated into the Work
- For additional hauling costs resulting from the check weighing

**B** - Volume will be cubic yard truck measure or in-place measure, gallons, foot board measure (FBM), or thousand foot board measure (MFBM), unless otherwise specified in the Contract and will be measured at least to the nearest 0.1 cubic yard, nearest 1.0 gallon, nearest 0.1 FBM, or nearest 0.1 MFBM, as applicable, unless otherwise specified in the Contract.

Truck measure will be the measured and calculated maximum water level capacity of the vehicle. Quantities will be determined at the point of delivery, with no allowance for settlement of Material during transit. When required to facilitate measurement, the vehicle load shall be leveled at the point of delivery. Payment will not be made for Material in excess of the maximum water level capacity. Deductions will be made for loads below the maximum water level capacity.

When bituminous materials are measured by volume, the volume will be measured at 60 °F or will be corrected to the volume at 60 °F using the correction factors found in the MFTP (ODOT TM 321).

**T**  **B** - Time will be hour, Day, or year, unless otherwise specified in the Contract, and will be measured to at least the nearest 0.5 hour, nearest 1.0 Day, or nearest 1.0 year, as applicable, unless otherwise specified in the Contract.

**S**  **M**  **I** - If standard manufactured items, such as fence, wire, plates, rolled shapes, pipe, conduit and other similar items are specified in the Contract by properties such as gauge, unit weight, or section dimensions, the manufacturing tolerances established by the industry involved will be accepted unless more stringent tolerances are cited in the Contract.

**L**  **S**  **B** - Lump sum, when used, means the Work described shall be completed and accepted without measurement unless changes are ordered in writing by the Architect. If estimated quantities of the Work to be performed are listed in the Special Provisions, they provide only a basis for adjusting payment amounts. Estimated quantities are approximate only, and are made from a reasonable interpretation of the Contract Documents. Computations based on the details and dimensions shown on the Contract Documents are not guaranteed to equal estimated quantities.

If the Agency issues no Change Order, the Agency will make no pay adjustment for quantities based on the Contractor's computations that overrun or underrun the estimated quantities.

If the Agency issues Change Orders for changes in the Work, the Architect will measure such changes according to the standards set by 00195.20 to determine adjustment of payment.

**00190.20 C**  **P**  **W**  **S**

**G** - If the Specifications require measurement by weighing on vehicle weigh scales, the Contractor shall provide vehicle weigh scales and shall transport Materials to the scales. Subject to the Architect's approval, weights may be determined by plant or hopper scales according to 00190.30.

Contractor-provided scales shall be furnished, installed and maintained by the Contractor or its supplier, or, subject to the Architect's approval, may be commercial scales located in the vicinity of the Project.

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; and for transporting Materials to the scales or to check weighing.

**R** - The scales shall conform to ORS 618, or the laws of the state in which they are located, and NIST Handbook 44, and shall be:

- Licensed by the Oregon Department of Agriculture, or by the analogous regulatory body for scales located outside the State;
- Technically suitable for weighing the Materials;
- Properly installed and maintained; and
- Accurate to the required tolerances.

The weight of any Materials weighed by anyone other than the Architect will be subject to check weighing as the Architect directs.

**A** - Vehicle scale approaches shall be:

- At each end of the scale platform;
- Straight and in line with the platform; and
- Long enough to accommodate combination vehicles longer than the scale platform so that they are level and allow release of brakes before weighing.

**I** - Contractor shall have all scales certified, that is inspected and their accuracy tested, by the Oregon Department of Agriculture, an analogous regulatory body for scales located outside the State, or a scale service company as follows:

- Before use if installed at a new site;
- 60 Calendar Days after initial inspection;
- Every 6 months thereafter; and
- When the Architect directs additional inspections.

No Materials weighed on scales without current certifications according to this Subsection will be accepted. The Contractor shall provide a copy of all required certifications to the Architect.

Testing by a scale service company within the State of Oregon shall comply with ORS 618.

If additional inspections directed by the Architect confirm that the scale accuracy is within the required tolerances, the Agency will pay the cost for inspecting and testing the scales. If the scale accuracy is not within these tolerances, the Contractor shall pay the cost for inspecting and testing the scales.

**I** **R** - If an inspection indicates the scales have been under-weighing (indicating less than the true weight), the Agency will make no additional payment to the Contractor for Materials previously weighed.

If an inspection indicates the scales have been over-weighing (indicating more than the true weight), the weights will be reduced for Materials received after the time the Architect determines the overweighing began or, if that is not possible, after the last acceptable certification of the scales. The reduction will be the amount of error in excess of the 0.2 maintenance tolerance allowed in the Contract.

**C** **P** **W** **T** - The Contractor shall provide a technician to operate Contractor-provided vehicle weigh scales. The Agency may observe procedures and require check weighing according to the following:

**1 S** **A** **P** - If the scales have an automatic weigh memo printer that does not require manual entry of gross weight information, the Agency may periodically have a representative at the scales to observe the weighing procedures. In addition, the Architect may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

If a different scale is not available within a 30 mile round trip from the regular haul route the Agency will allow check weighing on an approved alternate basis. Check weights within 0.4 of the Contractor-provided weight are acceptable.

The Architect will resolve discrepancies found by check weighing. Agency employee costs will be paid by the Agency. The Contractor shall pay all other costs resulting from the check weighings, including without limitation the use of other scales.

If more than 50 tons per Day of all types of Materials are received from a scale, the Contractor shall make random check weighings at least every tenth Day on which more than 50 tons is received or at each interval that 10,000 tons has been weighed, whichever occurs first, or as directed by the Architect. The Contractor shall make at least one check weighing on projects where more than 2,000 tons of all types of Materials are received from a scale. The Contractor shall provide the Architect with the results of the check weighing.

**2 Scales Without Automatic Printers**- If the scales require manual entry of gross weight information, the Agency may periodically have a representative weigh witness at the scales to observe the weighing procedures. The Contractor shall inform the Architect of his intent to use a scale without an automatic printer at least 3 working Days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer. The Contractor shall pay costs for the weigh witness. The hourly cost of the weigh witness will be as stated in the Special Provisions. In addition, the Architect may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

If a different scale is not available within a 30 mile round trip from the regular haul route the Agency will allow check weighing on an approved alternate basis. Check weights within 0.4% of the Contractor-provided weight are acceptable.

The Architect will resolve discrepancies found by check weighing. Agency employee costs for check weighings will be paid by the Agency. The Contractor shall pay all other costs resulting from the check weighings, including without limitation the use of other scales.

If more than 50 tons per Day of all types of Materials are received from a scale, the Contractor shall make random check weighings at least every tenth day on which more than 50 tons is received or at each interval that 10,000 tons has been weighed, whichever occurs first, or as directed by the Architect. The Contractor shall make at least one check weighing on all projects where materials are received from a scale without an automatic printer. The Contractor shall provide the Architect with the results of the check weighing.

**3 Duties of Weigh Technician** - The Contractor's weigh technician shall:

- Determine twice a Day, or as otherwise directed by the Architect, the empty haul weights (tare weights) of hauling vehicles, unless vehicles are tared before each load;
- Furnish daily a listing of the tare weights if 10 or more loads are hauled during that Day;
- Furnish a note listing the net weight for each consecutive ten loads with the following load;
- Furnish a daily listing of the net weights and total weight for each type of Material hauled during that Day; and
- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Architect. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of vehicle, driver and weigh technician.

**Agency-Provided Weigh Technician** - If the Contractor provides vehicle weigh scales without a weigh technician meeting the requirements of this Subsection, the Agency will provide a weigh technician at the Contractor's expense. The Contractor shall provide a weighhouse for the weigh technician according to Section 00205. The Agency's weigh technician will:

- Determine tare weights;
- Prepare weigh memos for each load;
- Compile the weigh records; and
- Not participate in the production of Materials or the loading of haul vehicles.

**00190.30 P** - The Contractor, with the Architect's written approval, may weigh plant-mixed Materials on scales that have either:

- An automatic weight batching and mixing control printer system; or
- A weigh hopper printer system.

Any additional costs resulting from the use of these scales shall be borne by the Contractor. Check weighing will be done according to 00190.20(f).

Except for 00190.20(c) regarding approaches, the Contractor's use of plant scales shall comply with all provisions of 00190.20.

The Architect's approval for the Contractor's use of plant scales to determine pay weights will be rescinded if check weighing or scale inspections indicate the scales do not consistently determine weights within the tolerances allowed by state law.

**S** 00195 - P

**D**

**00195.00 S L**

**G**- The Agency will pay only for measured Pay Item quantities incorporated into the Work or performed according to the terms of the Contract. The Contractor understands and agrees that Pay Item quantities listed in the Schedule of Items do not govern payment.

Payment constitutes full compensation to the Contractor for furnishing all Materials, Equipment, labor, and Incidentals necessary to complete the Work; and for risk, loss, damage, and expense arising from the nature or prosecution of the Work or from the action of the elements, subject to the provisions of 00170.80. The Contractor shall include the costs of bonds and insurance for the Project in the unit price for each Pay Item of Work to be performed.

**E** - When the Specifications state that the unit price for a Pay Item is compensation for certain Materials or Work essential or Incidental to the Pay Item, the same Materials or Work will not be measured or paid under any other Pay Item.

**P R**

**00195.10 P F C M C** - On certain projects, as identified in the Special Provisions, an escalation/de-escalation clause with respect to certain materials will be in effect during the life of the Contract.

**00195.13 A C M P E D-E C** - Subsections 00195.13, 00195.13(a), 00195.13(b), 00195.13(c), and 00195.13(d) contain the price escalation/de-escalation clause relating to asphalt cement materials (as defined in 00195.13(d)).

**M A C M P** - The Monthly Asphalt Cement Material Price (MACMP) will be established by ODOT each month. For information regarding the calculation of the MACMP, and for the actual MACMP, go to the ODOT website at:

[http://www.oregon.gov/ODOT/HW /ESTIMATING/asphalt\\_fuel.shtm](http://www.oregon.gov/ODOT/HW /ESTIMATING/asphalt_fuel.shtm)

If the ODOT selected index ceases to be available for any reason, the Agency in its discretion will select and begin using a substitute price source or index to establish the MACMP each month. The MACMP will apply to all asphalt cement including but not limited to paving grade, polymer modified, and emulsified asphalts, and recycling agents. The Agency does not guarantee that asphalt cement will be available at the MACMP

(b) **B A C M P B** - The Base price for this Project is the MACMP published on the ODOT website for the month immediately preceding the bid opening date.

**M A C A F**- The Monthly Asphalt Cement Adjustment Factor will be determined each month as follows:

- If the MACMP is within 5 of the Base, there will be no adjustment.
- If the MACMP is more than 105 of the Base, then:

$$\text{Adjustment Factor ( ) } ((\text{MACMP})/(\text{Base})) \times (100) - 5$$

- If the MACMP is less than 95 of the Base, then:

$$\text{Adjustment Factor ( ) } ((\text{MACMP})/(\text{Base})) \times (100) - 5$$

**A C P A**- If specified in the Special Provisions, an asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract. A price adjustment will be made for each pay item in the bid schedule containing asphalt cement. The price adjustment as calculated in 00195.13(c)

above will use the MACMP for the month the asphalt is incorporated into the Project. The price adjustment per a ton of HMAC incorporated that month will be the difference between the cost submitted by the Contractor in the bid schedule for "Asphalt Cement in HMAC Per Ton of HMAC Complete" and the adjusted cost found by multiplying the "Asphalt Cement in HMAC Per Ton Of HMAC Complete" by the Adjustment Factor. The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this escalation/de-escalation provision shall not limit those rights.

**00195.20 C**

**I** - If the changes made under 00140.30 do not significantly change the character or unit cost of the Work to be performed under the Contract, the Agency will pay for such work at the Pay Item price.

If the Work involved in the change is measured on a lump sum basis and its character is not significantly changed, payment for the Changed Work will be determined:

- As described in the applicable Section of the Specifications;
- If not described there, on a theoretical unit price determined by dividing the Contractor's lump sum price by the estimated quantity of the Pay Item listed in the Special Provisions; or
- If neither of the above apply, the Architect will make an equitable adjustment.

**S** - If the changes made under 00140.30 significantly alter the character, quantity, unit cost, or lump sum cost of the Work, the Agency will adjust the Contract. The Contractor shall not be entitled to compensation for any loss in profits resulting from elimination of, reduction of, or other change to, a part of the Work.

Any such adjustments may be less than, but will not be more than the amount justified by the Architect on the basis of the established procedures set out in Section 00197 for determining rates for Extra Work, but those procedures shall account for the decrease or elimination of Work as well as for increases in the Work. This does not limit the application of Section 00199.

The term Significant Changed Work shall apply only to that circumstance in which the character of the Work, as changed, differs materially in kind, nature, or unit cost from that involved or included in the originally proposed construction.

For purposes of this Section, "Significant" is defined as:

- a) An increase or decrease of more than 25 percent of the total cost of the Work calculated from the original proposal quantities and the unit contract prices; or,
- b) An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the original total contract price.

**00195.30 D S C** - Upon written notification, as required in 00140.40, the Architect will investigate the identified conditions. If the Architect determines that the conditions are differing Project Site conditions under 00140.40 and cause an increase or decrease in the cost or time required to perform any Work under the Contract, an adjustment in the Contract Amount or Contract Time, excluding loss of anticipated profits, will be made, and the Contract modified accordingly, in writing. The Architect will notify the Contractor as to whether or not an adjustment of the Contract is warranted.

No Contract adjustment which benefits the Contractor will be allowed unless the Contractor has provided the required written notice. Any such adjustments will be made according to 00195.20.

**00195.40 U D A** - If the Contractor believes that performance of all or any portion of the Work is suspended, delayed, or interrupted for an unreasonable period of time in excess of that originally anticipated or customary in the construction industry, due to acts or omissions of the Agency, or persons acting for

the Agency, and that additional compensation, Contract Time, or both, are due the Contractor because of the suspension, delay or interruption, the Contractor shall immediately file a written notice of delay according to 00180.60. The Contractor shall then promptly submit a properly supported request for any additional compensation, Contract Time, or both, according to the applicable provisions in 00180.60 through 00180.80 and Section 00199.

The Architect will promptly evaluate a properly submitted request for additional compensation. If the Architect determines that the delay was unreasonable, and that the cost required for the Contractor to perform the Contract has increased as a result of the unreasonable suspension, delay or interruption, the Architect will make an equitable adjustment, excluding profit, and modify the Contract in writing accordingly. The Architect will notify the Contractor of the determination and whether an adjustment to the Contract is warranted.

Under this provision, no Contract adjustment will be allowed:

- Unless the Contractor has provided the written notice required by 00180.60;
- For costs incurred more than 10 Calendar Days before the Architect receives the Contractor's properly submitted written request;
- For any portion of a delay that the Architect deems to be a reasonable delay, or for which an adjustment is provided for or excluded under other terms of the Contract; or
- To the extent that performance would nevertheless have been suspended, delayed or interrupted by causes other than those described in this Subsection.

#### **00195.50 P**

- **P** - The Agency's payment of progress payments, or determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d), shall not be construed as Final Acceptance or approval of any part of the Work, and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

The estimates upon which progress payments are based are not represented to be accurate estimates. All estimated quantities are subject to correction in the final estimate. If the Contractor uses these estimates as a basis for making payments to Subcontractors, the Contractor assumes all risk and bears any losses that result.

- 1 P E** - At the same time each month, the Architect will make an estimate of the amount and value of Pay Item Work completed. The amount of Work completed will be the sum of the estimated number of units completed for unit price Pay Items plus the estimated percentage completed of lump sum Pay Items.

The estimated value of the Work completed will then be determined by using the Contract unit price for unit price Pay Items, and by using one of the following methods to determine the value of the lump sum Pay Items:

- The theoretical unit price, when the Special Provisions contain an estimated number of units;
- A Contractor-submitted, Architect-approved Schedule of Values, when there is no theoretical unit price available; or
- Architect's determination, when there is neither an available theoretical unit price, nor an approved, Contractor-submitted Schedule of Values.

The amounts to be allowed for lump sum Pay Items in progress payments will not exceed the reasonable value of the Work performed, as determined by the Architect.

Incidentals such as formwork, falsework, shoring, and cribbing shall be included in the unit prices for the various Pay Items requiring their use, unless specified as a separate Pay Item. No payment will be made for Pay Items that include Incidentals until units or portions of such Pay Item Work are in place and completed. The costs of Incidentals will be paid in proportion to the percentage of Pay Item Work completed.

- 2 M** - The Architect will also make an estimate of the amount and value of acceptable Materials on hand, i.e., already delivered and stored according to 00195.60(a), to be incorporated into the Work.

- 3 W A** - The sum of the values in (1) and (2) above will be collectively referred to in this Subsection as the value of Work accomplished, subject to (4) below.



**4 L** - In determining the value of Work accomplished, the Architect's estimate will be based on the unit prices for the various Pay Items. Any amounts not included in progress payments due to substantial mathematical unbalancing of Pay Item prices will be included in the final payment issued according to 00195.90(b).

**5 R** - With each progress payment, the Contractor will receive a Contract payment voucher and summary setting forth the value of Work accomplished reduced by the following:

- Amounts previously paid;
- Amounts deductible or owed to the Agency for any cause specified in the Contract;
- Additional amounts retained to protect the Agency's interests according to Subsection (e) below.

**R** - The amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below.

As provided in 00170.65(a) additional retainage of 25% of amounts earned will be withheld and released according to ORS 279C.845 when the Contractor fails to file the certified statements required in ORS 279C.845, FHWA Form 1273, and 00170.65.

**F** - Moneys retained by the Agency under ORS 279C.570(7) shall be retained in a fund by the Agency and paid to the Contractor in accordance with ORS 279C.570. Upon written request from the Contractor, other forms of acceptable retainage are specified below in Subsections (1) and (2). Cash, Alternate A is the Agency-preferred form of retainage. If the Agency incurs additional costs as a result of the Contractor's election to use a form of retainage other than Cash, Alternate A, the Agency may recover such costs from the Contractor by a reduction of the final payment.

**1 C** - Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

The Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, trust company, or savings association for the benefit of the Agency, as provided by ORS 279C.560(5). Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

**2 B** - In accordance with ORS 279C.560, unless the Agency finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, the Agency will approve the Contractor's written request to deposit bonds, securities or other instruments with the Agency or in a custodial account or other account satisfactory to the Agency with an approved bank or trust company, to be held instead of cash retainage for the benefit of the Agency. In such event, the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor.

Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to the Agency and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including but not limited to:

- Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or agencies of the United States;
- Obligations of a corporation wholly owned by the federal government;
- Indebtedness of the Federal National Mortgage Association;
- General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon;
- Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Agency may require to protect its interests. When the Architect determines that all requirements for the protection of the Agency's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor.

**R**etainage - As the Work progresses, the amounts to be retained under (b) of this Subsection are subject to reduction in the Architect's sole discretion. Retainage reductions will be considered only as follows:

- When the Work is 97.5% or more completed, the Architect may, without application by the Contractor, reduce the retained amount to 100% of the value of the Work remaining.
- For a project funded by the FHWA, when a subcontractor has satisfactorily completed all of its Work, it may request release of retainage for that Work from the Contractor. The Contractor shall request reduction of retainage in the amount withheld for the subcontractor's Work after certifying to the Agency that the subcontractor's Work is complete, and that all contractual requirements pertaining to the subcontractor's Work have been satisfied. Within 60 Calendar Days of the end of the month in which the Agency receives the Contractor's certification regarding the subcontractor's Work, the Agency will either notify the Contractor of any deficiencies which require completion before release of retainage, or verify that the subcontractor's Work complies with the Contract and release all retainage for that Work with the next scheduled progress payment. Within 10 Calendar Days of receipt of retainage, the Contractor shall pay to the subcontractor all such retainage released except for latent defects or warranty.
- The Agency will only release retainage for satisfactorily completed portions of the Work represented by Pay Items in the Schedule of Items, or by Pay Items added by Change Order. Work not represented by a Pay Item, but which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

If retainage has been reduced or eliminated, the Agency reserves the right to protect its interests by retaining amounts from further progress payments at the rates provided in 00195.50(b).

**W**ithholdings - In addition to any other rights the Agency may have to withhold payments under other provisions of the Contract, the Architect may withhold such amounts from progress payments or final payment as may reasonably protect the Agency's interests until the Contractor has:

- Complied with all orders issued by the Architect according to the Specifications; and
- Satisfied all legal actions filed against the Agency, the Agency's governing body and its members, and Agency employees that the Contractor is obliged to defend. (see 00170.72)

Notwithstanding ORS 279C.555 or ORS 279C.570 or 00195.50(d), if a Contractor is required to file statements on the prevailing rate of wages, but fails to do so, the Agency will retain 25% of any amount earned as required in 00170.65.

**P**ayments - Payments shall be made promptly according to ORS 279C.570.

**00195. 0 A**dvance Allowance for Materials

**G**eneral - If the total value of Materials on hand is at least \$1,000 or the total value of a single class of Materials on hand is at least \$500, the Architect may authorize an advance allowance for the Materials in the progress payments. The Agency will not make advance allowances on the Materials unless the following three conditions are satisfied:

**1 R**equest for Advance Allowance - If Materials on hand meet the requirement of (2) below, an advance allowance will be made if:

- A written request for advance allowance for Materials on hand has been received by the Architect at least 5 Calendar Days before the pay period cutoff date; and
- The request is accompanied by written consent of the Contractor's Surety, if required by the Agency.

**2 S**torage - The Materials shall have been delivered and/or acceptably stored or stockpiled according to the Specifications and as follows:

- At the Project Site;

- On Agency-owned property;
- On property in the State of Oregon on which the property owner has authorized storage in writing. The written authorization must allow the Agency to enter upon the property and remove Materials for at least 6 months after completion of the Project. The Contractor shall furnish a copy of the written permission to the Agency; or
- On property outside the State of Oregon on which the property owner has authorized storage in writing, provided that such storage location is allowed by the Special Provisions or authorized in writing by the Architect. The permit must allow the Agency to enter upon the property and remove Materials for at least 6 months after completion of the Project. The Contractor shall furnish a copy of the written permission to the Agency.

To be eligible for advance allowance, the Materials shall:

- Meet Specification requirements;
- Have the required Materials conformance and quality compliance documents on file with the Architect (see Section 00165);
- Be in a form ready for incorporation into the Work; and
- Be clearly marked and identified as being specifically fabricated, or produced, and reserved for use on the Project.

**3 R** - The Contractor has full control and responsibility for the protection of Materials on hand from the elements and against damage, loss, theft, or other impairment until the entire Project has been completed and accepted by the Agency.

If Materials are damaged, lost, stolen, or otherwise impaired while stored, the monetary value advanced for them, if any, will be deducted from the next progress payment.

If these conditions in 00195.60(a-1) through 00195.60(a-3) have been satisfied, the amount of advance allowance, less the retainage described in 00195.50, will be determined by one of the following methods as elected by the Architect:

- Net cost to the Contractor of the Materials, f.o.b. the Project Site or other approved site; or
- Price (or portion of it attributable to the Materials), less the cost of incorporating the Materials into the Project, as estimated by the Architect.

**P** - The Contractor shall provide the Architect with proof of payment to the Materials suppliers for purchased Materials within 30 Calendar Days of the date of the progress payment that includes the advance allowance.

If proof of payment is not provided, sums advanced will be deducted from future progress payments, and the Architect will not approve further prepayment advance allowance requests.

**T** **C** - If the Contract is terminated, the Contractor shall provide the Agency immediate possession of all Materials for which advance allowances have been received, as provided above. If, for any reason, immediate possession of the Materials cannot be provided, the Contractor shall immediately refund to the Agency the total amount advanced for the Materials. The Agency may deduct any amount not so refunded from final payment.

**00195.70 P** **T** **C** - Payment for Work performed under a Contract that is terminated according to the provisions of 00180.90 will be determined under (a) or (b) of this Subsection.

**T** **D** - Upon termination of the Contract for the Contractor's default, the Agency will make no further payment until the Project has been completed. The Agency will make progress payments to the party to whom the Contract is assigned, but may withhold an amount sufficient to cover anticipated Agency costs, as determined by the Architect, to complete the Project.

Upon completion of the Project, the Architect will determine the total amount that the defaulting Contractor would have been entitled to receive for the Work, under the terms of the Contract, had the Contractor completed the Work (the cost of the Work ).

If the cost of the Work, less the sum of all amounts previously paid to the Contractor, exceeds the expense incurred by the Agency in completing the Work, including without limitation expense for additional managerial and administrative services, the Agency will pay the excess to the Contractor, subject to the consent of the Contractor's Surety.

If the expense incurred by the Agency in completing the Work exceeds the Contract Amount, the Contractor or the Contractor's Surety shall pay to the Agency the amount of the excess expense.

The Architect will determine the expense incurred by the Agency and the total amount of Agency damage resulting from the Contractor's default. That determination will be final as provided in 00150.00.

If a termination for default is determined by a court of competent jurisdiction to be unjustified, it shall be deemed a termination for public convenience, and payment to the Contractor will be made as provided in Subsection (b) below.

**1. Termination for Default**

**1. G** - Full or partial termination of the Contract shall not relieve the Contractor of responsibility for completed or performed Work, or relieve the Contractor's Surety of the obligation for any just claims arising from the completed or performed Work.

**2. M** - If mobilization is not a separate Pay Item, and payment is not otherwise provided for under the Contract, the Agency may pay the Contractor for mobilization expenses, including moving Equipment to and from the Project Site. If allowed, payment of mobilization expenses will be based on cost documentation submitted by the Contractor to the Architect.

**3. AOW** - The Agency shall pay the Contractor at the unit price for the number of Pay Item units of completed, accepted Work. For units of Pay Items partially completed, payment will be as mutually agreed, or, if not agreed, as the Architect determines to be fair and equitable. No claim for loss of anticipated profits will be allowed. The Agency will purchase Materials left on hand according to 00195.80.

**00195. 0. Allowance for Materials Left on Hand**

**PUM** - If Materials are delivered to the Project Site, or otherwise acceptably stored at the order of the Architect, but not incorporated into the Work due to complete or partial elimination of Pay Items, changes in Plans, or termination of the Contract for public convenience according to 00180.90, and it is not commercially feasible for the Contractor to return them for credit or otherwise dispose of them on the open market; the Agency will purchase them according to the formula and conditions specified in Subsection (b) below.

**PFC**

**1. F** - The Agency will apply the following formula in determining the Contractor's allowance for Materials left on hand:

Contractor's Actual Cost, plus 5 Overhead Allowance, minus Advance Allowances under 00195.60, but no markup or profit.

**2. C** - The Agency will not purchase the Contractor's Materials left on hand unless the Contractor satisfies the following conditions:

- Requests the Agency's purchase of unused Materials;
- Shows acquisition of the Materials according to 00160.10;
- Shows that the Materials meet Specifications;
- Provides receipts, bills and other records of actual cost of Materials delivered to the designated delivery points; and

- Demonstrates to the satisfaction of the Architect that the materials cannot be returned for credit or otherwise disposed of on the open market.

**00195.90 Final Payment**

**Final Estimate** - As soon as practicable after Final Inspection of the Project, as provided in 00150.90, the Architect will prepare a final estimate of the quantities of the Pay Items completed. With this estimate of quantities as a base, the total amount due the Contractor will be determined according to the terms of the Contract including without limitation any amounts due for Extra Work performed.

**Final Payment** - The amount of final payment will be the difference between the total amount due the Contractor and the sum of all payments previously made. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

After computation of the final amount due, and after the Architect's issuance of Third Notification, final payment will be mailed to the Contractor's last known address as shown in the records of the Agency.

**Non-Work Retention Measurement Agreement** - The fact that the Agency has made any measurement, estimate, determination or certification either before or after completion of the Project, Final Acceptance, Agency assumption of possession of the Project Site, determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d) or payment for any part of the Work, shall not prevent either party from:

- Showing the true amount and character of the Work;
- Showing that any measurement, estimate, determination or certification is incorrect;
- Recovering from the other party damages that may have been suffered because the other party failed to comply with the Contract.

**00195.95 Error Correction and Request for Adjustment**

**Request for Correction of Contract Payment Voucher** - If the Contractor believes the quantities and amounts detailed in the final Contract payment voucher, prepared by the Architect according to 00195.90, to be incorrect, the Contractor shall submit an itemized statement to the Architect detailing all proposed corrections.

This statement must be submitted to the Architect within 90 Calendar Days from the date the voucher was mailed to the Contractor, according to 00195.90(b). Any request for compensation not submitted and supported by an itemized statement within the 90 Calendar Day period will not be paid by the Agency. This does not limit the application of Section 00199.

**Architect's Review of Request for Correction of Contract Payment Voucher**

**1 Consideration and Investigation of Request for Correction of Contract Payment Voucher** - The Architect will consider and investigate the Contractor's request for correction of compensation submitted according to 00195.95(a), and will promptly advise the Contractor of acceptance or rejection of the request in full or in part.

**2 Architect's Preparation of Post-Final Contract Payment Voucher** - If the Architect accepts the Contractor's request(s) in full or in part, the Architect will prepare a post-final Contract payment voucher, including all accepted corrections, and will forward it to the Contractor.

**3 Rejection of Request for Correction of Contract Payment Voucher** - If the Architect rejects the request(s) in full, the Architect will issue a written notice of rejection and mail it to the Contractor.

**4 Contractor's Disagreement with Revised Voucher or Notice of Rejection** - If the Contractor disagrees with the revised voucher or notice of rejection, the Contractor may seek review and resolution according to the procedure specified in 00199.40. If the Contractor fails to submit a request for 00199.40 review within 30 Calendar Days after the Architect mails a post-final Contract payment voucher or notice of rejection, the Contractor waives all rights to a claim based on errors in quantities and amounts.

**S 0019 - P 0019 E 0019 W 0019**

**D 0019**

**0019 .00 G 0019**- Only work not included in the Contract as awarded but deemed by the Architect to be necessary to complete the Project (see 00140.60) will be paid as Extra Work. Regardless of alterations and changes, any item of Work provided for in the Contract will not constitute Extra Work. Payment for alterations and changes to Work will be made according to 00195.20.

Compensation for Extra Work will be paid only for Work authorized in writing by the Architect and performed as specified. Work performed before issuance of the Architect's written authorization shall be at the Contractor's risk. Extra Work will be paid as determined by the Architect, according to 00196.10 and 00196.20.

**P 0019 R 0019**

**0019 .10 N 0019 P 0019**- If the Architect can reasonably determine a price estimate for Extra Work, the Architect may then give written authorization to the Contractor to begin the Extra Work. As soon as practicable, but within 10 Calendar Days after that authorization, the Contractor shall respond in writing to the Architect's Extra Work price estimate by submitting to the Architect an Extra Work price quote. The price quote shall detail the following items related to the Extra Work:

- Types and amounts of Materials
- Hours of Equipment use and hours of labor
- Travel
- Overhead and profit
- Other costs associated with the proposed Extra Work

Pending approval of the price quote, the Architect will maintain force account records of the Extra Work. As soon as practicable, but within 10 Calendar Days of receipt of a properly supported price quote, the Architect will review the price quote and advise the Contractor if it is accepted or rejected. The Architect will not accept a price quote that cannot be justified on a Force Account basis. If the Contractor's price is accepted, the Architect will issue a Change Order, and the Extra Work will be paid at the accepted price.

**0019 .20 F 0019 A 0019**- If the Architect and the Contractor cannot agree on a price for the Extra Work, the Architect may issue a Force Account Work order requiring the Extra Work to be paid as Force Account Work. Force Account Work records and payment will be made according to Section 00197.

**S** 00197 - **P** Force Account **W**

**00197.00 S** - The Materials, Equipment and labor rates and procedures established in this Section apply only to Extra Work ordered by the Architect to be performed as Force Account Work.

**00197.01 G** - Before ordering Force Account Work, the Architect will discuss the proposed work with the Contractor, and will seek the Contractor's comments and advice concerning the formulation of Force Account Work specifications. The Architect is not bound by the Contractor's comments and advice, and has final authority to:

- Determine and direct the Materials, Equipment and Labor to be used on the approved Force Account Work; and
- Determine the time of the Contractor's performance of the ordered Force Account Work.

Force account work performed by subcontractors will be measured and paid for on the same basis and in the same manner as force account work performed directly by the Contractor.

If the Architect orders the performance of Extra Work as Force Account Work, the Architect will record, on a daily basis, the Materials, Equipment and Labor used for the Force Account Work during that day. Architect and the Contractor shall sign the record daily to indicate agreement on the Materials, Equipment and Labor used for the Force Account Work performed on that day.

The following shall be reflected on the daily record:

- Materials used in the Force Account Work as directed by the Architect, except those furnished and paid under rental rates for use of Equipment;
- Equipment which the Architect considers necessary to perform the Force Account Work. Equipment hours will be recorded to the nearest quarter hour;
- Labor costs, including that of Equipment operators and supervisors in direct charge of the specific operations while engaged in the Force Account Work; and
- The Architect's and Contractor's signatures confirming its accuracy.

**00197.10 M**

**G** - The Contractor will be paid for Materials actually used in the Force Account Work as directed by the Architect, except for those furnished and paid for under rental rates included with the use of Equipment. Payments will be at actual cost, including transportation costs to the specified location, from the supplier to the purchaser, whether the purchaser is the Contractor, a Subcontractor, or other forces. All costs are subject to the provisions of this Subsection.

**T D** - If a commercial trade discount is offered or available to the purchaser, it shall be credited to the Agency, even though the discount may not have actually been taken. The Agency will not take any discounts for prompt or early payment, whether or not offered or taken.

**N D P F S** - If Materials cannot be obtained by direct purchase from and direct billing by the supplier, the cost shall be considered to be the price billed to the purchaser less commercial trade discounts, as determined by the Architect, but not more than the purchaser paid for the Materials. No markup other than actual handling costs will be permitted.

**P O S** - If Materials are obtained from a supply or source wholly or partly owned by the purchaser, the cost shall not exceed the price paid by the purchaser for similar Materials furnished from that source on Pay Items, or the current wholesale price for the Materials delivered to the Project Site, whichever is lower.

**00197.20 Equipment**

**G**- Equipment approved by the Architect to perform the Force Account Work will be eligible for payment at the established rates only during the hours it is operated or on standby if so ordered by the Architect. Equipment hours will be recorded on the daily record to the nearest quarter hour.

Except as modified by these provisions, Equipment use approved by the Architect will be paid at the rental rates given in the most current edition of the Rental Rate Blue Books for Construction Equipment ( Blue Book ), Volumes 1, 2, and 3, published by Penton Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282).

**E** - On the billing form for Equipment costs, the Contractor shall submit to the Architect sufficient information for each piece of Equipment and its attachments to enable the Architect to determine the proper rental rate from the Blue Book.

**R** - **R** - **O**

**1 R F** - Rental rates for Equipment will be paid on an hourly basis for Equipment and for attachments according to the following formula:

$$\text{Hourly Rate} = \frac{\text{Monthly Base Rate} \times \text{Rate Adjustment Factor}}{176 \text{ hours/month}} \quad \text{Hourly Operating Rate}$$

Some attachments are considered standard Equipment and are already included in the monthly base rate for the Equipment. That information can be obtained from EquipmentWatch.

**2 M B R** - The monthly base rate used above for the machinery and for attachments represents the major costs of Equipment ownership, such as depreciation, interest, taxes, insurance, storage, and major repairs.

**3 R A F** - The rate adjustment factor used above will be determined as per page iii of each section of the Blue Book.

**4 O R** - The hourly operating rate used above for the machinery and for attachments represents the major costs of Equipment operations, such as fuel and oil, lubrications, field repairs, tires or ground engaging components, and expendable parts.

**5 L** - The Blue Book Regional Adjustment Factor shall not apply.

If multiple attachments are included with the rental Equipment, and are not considered standard Equipment, only the attachment having the higher rental rate will be eligible for payment, provided the attachment has been approved by the Architect as necessary to the Force Account Work.

Rental will not be allowed for small tools that have a daily rental rate of less than \$5, or for unlisted Equipment that has a fair market value of \$400 or less.

The above rates apply to approved Equipment in good working condition. Equipment not in good working condition, or larger than required to efficiently perform the work, may be rejected by the Architect or accepted and paid for at reduced rates.

**M E** - If it is necessary to transport Equipment located beyond the Project Site exclusively for Force Account Work, the actual cost to transport the Equipment to, and return it from, its On-Site Work location will be allowed as an additional item of expense. However, the return cost will not exceed the original delivery cost. These costs will not be allowed for Equipment that is brought to the Project Site for Force Account Work if the Equipment is also used on Pay Item or related Work.

If transportation of such Equipment is by common carrier, payment will be made in the amount paid for the freight. No markups will be allowed on common carrier transportation costs. If the Equipment is hauled with the Contractor's own forces, transportation costs will include the rental rate of the hauling unit and the hauling unit operator's wage. If Equipment is transferred under its own power, the rental rate allowed for transportation time will be 75% of the appropriate hourly rate for the Equipment, without attachments, plus the Equipment operator's wage.



**S** - If ordered by the Architect, standby time will be paid at 40% of the hourly rental rate calculated according to this Subsection, excluding the hourly operating rate. Rates for standby time that are calculated at less than \$1 per hour will not be paid. Payment will be limited to not more than 8 hours in a 24-hour period or 40 hours in a 1 week period.

- B** - If a rental rate has not been established in the Blue Book, the Contractor may:
- If approved by the Architect, use the rate of the most similar model found in the Blue Book, considering such characteristics as manufacturer, capacity, horsepower, age and fuel type;
  - Request EquipmentWatch to furnish a written response for a rental rate on the Equipment, which shall be presented to the Architect for approval; or
  - Request that the Architect establish a rental rate.

**O** - If Contractor-owned or Subcontractor-owned Equipment is not available, and Equipment is rented from outside sources, payment will be based on the actual paid invoice. Approval of the Architect to rent from outside sources must be obtained prior to renting the equipment.

If the invoice specifies that rental rate does not include fuel, lubricants, field repairs, and servicing, an amount equal to the Blue Book hourly operating cost may be added for those items that were excluded.

The Agency may reduce the payment when the invoice amount plus allowance is higher than the amount authorized under (c) through (f) of this Subsection.

The provisions of 00180.20(c) apply to owner-operated Equipment.

**00197.30 L** - The Contractor will be paid for all labor engaged directly on Force Account Work, including Equipment operators and supervisors in direct charge of the specific force account operations, as follows:

- W** - The actual wages paid to laborers and supervisors, if those wages are paid at rates not more than those for comparable labor currently employed on the Project, or at the recognized, current, prevailing rates in the locality of the Project.
- R** - The actual cost of industrial accident insurance, unemployment compensation contributions, payroll transit district taxes, and social security for old age assistance contributions incurred or required under statutory law and these Specifications. The actual cost of industrial accident insurance is the National Council on Compensation Insurance (NCCI) rate for the assigned risk pool for the appropriate work class multiplied by the experience modification factor for the Contractor.
- R** - The actual amount paid to, or on behalf of, workers as per diem and travel allowances, health and welfare benefits, pension fund benefits, or other benefits when such other benefits are required by a collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Project.

No overtime will be compensated unless authorized in advance of performing the work by the Architect.

**00197. 0 P** - To the Contractor's actual costs incurred, as limited in this Section 00197, amounts equal to a percentage markup of such costs will be allowed and paid to the Contractor as follows:

<b>S</b>	<b>P</b>
00197.10 Materials	17
00197.20 Equipment	17
00197.30 Labor	22

When a Subcontractor performs ordered Force Account Work, the Contractor will be allowed a supplemental markup of 8% on each Force Account Work order.

These allowances made to the Contractor will constitute complete compensation for bonds, insurance, overhead, general and administrative expense, profit, and all other Force Account Work costs that were incurred by the Contractor, or by other forces that the Contractor furnished. No other reimbursement, compensation, or payment will be made.

**00197.90 B** - Billings for Force Account Work by the Contractor shall be submitted for the Architect's approval on forms provided by the Agency or approved by the Architect. Billings for Materials (other than Incidental items out of the inventory of the Contractor or Subcontractors), rental Equipment from sources other than the Contractor or Subcontractors, and Special Services, shall be accompanied by copies of invoices for the goods and services. The invoices shall be fully itemized showing dates, quantities, unit prices, and complete descriptions of goods and services provided. Invoices for amounts of 10 or less per invoice are not required, unless requested by the Architect.

Costs included on the billings shall comply with 00197.01(a) and 00197.10 through 00197.40.

When a billing for Force Account Work has been paid at the Project level, no further corrections will be made because of further review if those corrections amount to less than 10.

**S** 00199 - **D** 00199.00 **P** 00199.10 **C** 00199.15

**D** 00199.20

**00199.00 G** - This Section details the process through which the parties agree to resolve any disagreement concerning additional compensation or concerning a combination of additional compensation and Contract Time. (See 00180.80 for disagreements and claims concerning additional Contract Time only, and 00195.95 for disagreements and claims concerning correction of final compensation.) The Agency will not consider direct disagreements, protests, or claims from subcontractors, Suppliers, or any other Entity not a party to the Contract.

**P** 00199.10 **R** 00199.15

**00199.10 P** **R** **D** - When disagreements occur concerning additional compensation or a combination of additional compensation and Contract Time, the Contractor shall first pursue resolution through the Architect of all issues in the dispute, including without limitation the items to be included in the written notice in 00199.20. If the discussion fails to provide satisfactory resolution of the disagreement, the Contractor shall follow the protest procedures outlined in 00199.20. If the Architect denies all or part of the Contractor's protest, and the Contractor desires to further pursue the issues, the Contractor shall submit a claim for processing according to 00199.30.

**00199.15 I** **P** **C** - It shall be presumed that the Contractor submits a protest or claim for additional compensation in good faith, based upon facts which reasonably support the Contractor's position and with full knowledge and understanding of the injury done to the Agency when notice of differing Project Site conditions or claims for additional compensation are not submitted in a timely manner as required under the Contract. Accordingly, the submission of a protest or claim without the concurrent submission of evidence that reasonably supports the protest or claim, or the submission of a protest or claim in an untimely manner will constitute a waiver of the protest or claim.

**00199.20 P** **P** - If the Contractor disagrees with anything required in a Change Order or other written or oral order from the Architect, including any direction, instruction, interpretation, or determination, or if the Contractor asserts a disagreement or dispute on any other basis, except 0195.95, that, in the Contractor's opinion, entitles or would entitle the Contractor to additional compensation or a combination of compensation and Contract Time, the Contractor shall do all of the following in order to pursue a protest and preserve its claim:

- O** **N** - Give oral notice of protest to the Architect and outline the areas of disagreement before starting or continuing the protested Work.
- W** **C** **O** **N** - Not later than the end of the next business day following the day that oral notice of protest is given, deliver written documentation to the Architect of the oral notice that includes the notice of protest and the areas of disagreement.
- W** **N** - File a proper written notice of protest with the Architect within 7 Calendar Days after receiving the protested order. In the notice the Contractor shall:
  - Describe the acts or omissions of the Agency or its agents that allegedly caused or may cause damage to the Contractor or to the Project, citing specific facts, persons, dates and Work involved;
  - Describe the Contractor's proposed alternative to the Work ordered, if any, which will avoid damage to Contractor or to the Project;
  - Describe the nature of the damages;
  - Cite the specific Contract provision(s), if any, that support the protest;
  - Include the estimated dollar cost, if any, of the protested Work, and furnish a list of estimated Materials, Equipment and labor for which the Contractor might request additional compensation; and
  - If additional compensation is estimated to be due, include the estimated amount of additional time required, if any.

**FAILURE TO COMPLY WITH THIS NOTICE REQUIREMENT RENDERS THE NOTICE IMPROPER AND SHALL CONSTITUTE A WAIVER OF ANY CLAIM FOR ADDITIONAL COMPENSATION OR A COMBINATION OF ADDITIONAL COMPENSATION AND CONTRACT TIME FOR ANY PART OF THE PROTESTED WORK.**

**Architect's Record and Response** – The Architect will file a copy of each written notice of protest in the Project records and will issue a written response to the protest within seven (7) work days of receipt of a timely filed written notice of protest. The Architect has no responsibility to evaluate the protest unless the Contractor has timely filed a proper notice submitting all of the above information.

**Final Documentation** - Within 60 Calendar Days following completion of the protested work, Contractor shall provide the Architect with complete documentation of protested work, listing exact materials, equipment and labor used for the work and the dollar amount requested for each. If the claim is accepted, no additional compensation will be awarded based on documentation submitted after this deadline. If the claim is denied or if the Contractor is not satisfied with the decision by the Architect, the amount claimed by the Contractor in any subsequent Step or proceeding may not exceed the dollar amount requested under this subsection.

**Records** - Keep complete records of all costs and time incurred throughout the protested Work, and allow the Architect access to those and other supporting records. Provide daily records of protested Work, on a weekly basis, on a schedule to be set by agreement with the Architect.

**Cost Records** - Provide the Architect adequate facilities for keeping cost and time records of the protested Work. The Contractor and the Architect will compare records and either bring them into agreement at the end of each day, or record and attempt to explain any differences.

**Work** - In spite of any protest, proceed promptly with the Work ordered by the Architect.

**Evaluation** - The Architect has no responsibility for evaluating a protest that is not timely filed, or for which adequate supporting documentation has not been made available to the Architect. Provided the procedures above are followed, the Architect will promptly evaluate all protests, after the Contractor has fully complied with the requirements described in 00199.20(c), Written Notice. If the protest is denied, the Architect will notify the Contractor in writing of the reasons for full or partial denial. If a protest is found to be valid, the Architect will, within a reasonable time, make an equitable adjustment of the Contract. Adjustment of time will be evaluated according to 00180.80.

The Architect has no responsibility for evaluating and may reject a protest that does not comply with 00199.20(b). If the protest is rejected, the Architect will notify the Contractor in writing of the reasons for rejection.

**Protest Evaluation** - If the Architect agrees that the Contractor has fully complied with the requirements described in 00199.20(b), and if the Architect fully or partially denies, in writing, the Contractor's protest according to 00199.20(f), the Contractor may request that a mutually selected Third Party Neutral review the protest. Procedures for selecting, using, and paying for the cost of the Third Party Neutral will be specified by Change Order.

If the Contractor does not accept the Architect's evaluation of the protest, or either the Contractor or Architect disagrees with the resolution recommended by the Third Party Neutral, the Contractor may pursue a claim as described in 00199.30.

**00199.30 Contractor's Protest**

**General** - If the Contractor believes that additional compensation is due, or a combination of additional compensation and Contract Time, and has pursued and exhausted all the procedures provided in 00199.10 and 00199.20 to resolve a disagreement and protest, the Contractor may file a claim.

The Agency's Contract is with the Contractor. There is no contractual relationship between the Agency and any subcontractors, Suppliers or any Entity other than the Contractor. It is the Contractor's responsibility to fully evaluate any claim before presenting it to the Agency. In addition, when a claim includes Work done or costs incurred by any subcontractors, Suppliers, or any Entity other than the Contractor, the Contractor remains solely responsible for presenting the claim to the Agency.

Claims that include Work done or costs incurred by subcontractors, Suppliers, or any Entity other than the Contractor will not be considered by the Agency unless the Contractor has:

- Completed and provided its own written evaluation of the claim;
- Verified by its own independent review and evaluation of the amount of compensation sought; and
- Certified the claim in accordance with 00199.30(b) (Part 10).

**C** **R** - At any time during the progress of the Work, but not later than 45 Calendar Days following the date of the Second Notification, the Contractor shall submit to the Architect in writing, claims for additional compensation or a combination of additional compensation and Contract Time additional to that specified in the Contract. For a claim not submitted within the 45 day limit, that has not met the requirements of 00199.20, or is not filed as provided in 00199.30, the Contractor waives any claim for additional compensation or for additional compensation and Contract Time, and the Agency may reject the claim.

Written claims to the Architect or the Agency by the Contractor shall be delivered to the Agency address shown in the Special Provisions, unless a different address is agreed to by the Architect, and shall be delivered:

- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested); or
- By overnight delivery service of a private industry courier.

Claims will be considered as having been received by the Agency:

- At the time of actual receipt or 7 Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

The Agency reserves the right at any time and at any step in the claim decision or review process to request additional information, records or documentation related to the claim or the Contract either directly or through agents working toward resolution of the disputed or claimed events and issues.

Claims shall be made in writing, and shall include all information, records and documentation necessary for the Agency to properly and completely evaluate the claim.

To be considered, claims for additional compensation, or for additional compensation and Contract Time, shall be completed according to 00199.30 and shall be submitted with the required information and in the format below and labeled as required below for each claimed issue:

**P** **1** Summary (label page 1.1 through page 1. ) - In the summary, include a detailed, factual statement of the claim for additional compensation and Contract Time, if any, with necessary dates and locations of Work involved in the claim and the dates of when the event arose. Also include detailed facts supporting the Contractor's position relative to the Architect's decision (see 00199.20(f));

**P** **2** Proof of notice (label page 2.1 through page 2. ) - Submit a copy of the written notice, with all attachments, that was given to the Agency. Include the date when that written notice and the date when oral notice was given:

**P** **3** Copies of the Contract Specifications that support the Contractor's claim (label page 3.1 through page 3. );

**P** **4** Theory of entitlement supporting the claim (label page 4.1 through page 4. ) - Include a narrative of how or why the specific Contract Specifications support the claim and a statement of the reasons why such Specifications support the claim;

**P** **5** Itemized list of claimed amounts (label page 5.1 through page 5. ) - Claimed damages that resulted from the event with a narrative of the theories and records and documents used to arrive at the value of the damages;

**P** Additional Contract Time requests (label page 6.1 through page 6. ) - If the claim is for a combination of additional compensation and Contract Time, submit a copy of the schedule that was in effect when the event occurred and a detailed narrative which explains how the event impacted Contract Time. In addition, if an Agency-caused delay is claimed:

- Include the specific days and dates under claim;
- Provide detailed facts about the specific acts or omissions of the Agency that allegedly caused the delay, and the specific reasons why the resulting delay was unreasonable; and
- Provide a schedule evaluation that accurately describes the impacts of the claimed delay.
- Also see 00180.80 for additional requirements regarding claims for Contract Time and causes that are eligible and ineligible for consideration;

**P007** Copies of actual expense records (label page 7.1 through page 7. ) - Include documents that contain the detailed records and which support and total to the exact amount of additional compensation sought. Include the information and calculations necessary to support that amount. That amount may be calculated on the basis of Section 00197, if applicable, or may be calculated using direct and indirect costs presented in the following categories:

- Direct Materials;
- Direct Equipment. The rate claimed for each piece of Equipment shall not exceed the actual cost. In the absence of actual Equipment costs, the Equipment rates shall not exceed 75 percent of those calculated under the provisions of 00197.20. For each piece of Equipment, the Contractor shall include a detailed description of the Equipment and attachments, specific days and dates of use or standby, and specific hours of use or standby;
- Direct labor;
- Job overhead;
- General and administrative overhead; and
- Other categories as specified by the Contractor or the Agency;

**P008** Supporting records and documents (label page 8.1 through page 8. ) - Include copies of, or excerpts from the following:

- Any documents that support the claim, such as manuals standard to the industry and used by the Contractor; and
- Any daily reports or diaries related to the event, photographs or media that help explain the issue or event (optional), or all other information the Contractor chooses to provide (optional);

**P009** Certification (label page 9.1 through 9. ) - A certified statement, signed by a person authorized to execute Change Orders, by the Contractor, subcontractor, Supplier, or Entity, originating the claim, as to the validity of facts and costs with the following certification:

*Under penalty of law for perjury or falsification, the undersigned, (Name), (Title), (Company) certifies that this claim for additional compensation for Work on the Contract is a true statement of the actual costs incurred (in the amount of \$\_\_\_\_\_, exclusive of interest) and is fully documented and supported under the Contract between the parties.*

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

Date: \_\_\_\_\_, 20\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

**P010** Contractor evaluation of a lower tier claim (label page 10.1 through 10. ) - If the claim includes Work done or costs incurred by any subcontractors, Suppliers, or any Entity other than the Contractor, the following are required:

- Data required by the other Subsections of 00199.30(b);

- Copies of the Contractor's, subcontractor's, Supplier's and Entity's, at all tiers above the level of which the claim originates, separate evaluation of entitlement;
- Copies of the Contractor's, subcontractor's, Supplier's and Entity's, at all tiers above the level of which the claim originates, independent verification and evaluation of the amount of damages sought; and
- A person authorized to execute Change Orders on behalf of the Contractor, subcontractor, Supplier and Entity, at all tiers above the level of which the claim originates, must sign a statement with the following certification:

*Under penalty of law for perjury or falsification, the undersigned, (Name) (Title), (Company) certifies that this claim originating from the subcontractor, Supplier or Entity (Company) for additional compensation for Work on the Contract is a reasonable statement, independently verified, of the costs incurred (in the amount of \$\_\_\_\_\_, exclusive of interest) and is fully documented and supported under the Contract between the parties.*

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

Date: \_\_\_\_\_, 20\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

If the Architect determines that additional information, records or documentation is needed to allow proper evaluation of the claim submittal, the Architect will request the information, records or documentation. The Contractor shall submit to the Architect within 14 Calendar Days, or as otherwise agreed by the parties, the required additional information, records and documentation.

If the Architect determines that the claim submittal with the additional information, records and documentation submitted is incomplete and not accepted as a claim, the Architect will notify the Contractor in writing and the submittal will be rejected and will not be considered under 00199.40.

**R**\_\_\_\_\_ **R**\_\_\_\_\_ **R**\_\_\_\_\_ - The Contractor shall comply with 00170.07.

**C**\_\_\_\_ **R**\_\_\_\_\_ - Full compliance by the Contractor with the provisions of this Section is a condition precedent to the commencement of any lawsuit by the Contractor to enforce any claim.

**00199.40 C**\_\_\_\_ **D**\_\_\_\_\_ **R**\_\_\_\_\_ **E**\_\_\_\_\_ **A**\_\_\_\_ **R**\_\_\_\_ - The Agency intends to resolve all claims at the lowest possible administrative level. The Architect will also determine whether multiple claims should be advanced separately or together.

If the Architect denies the claim for additional compensation or a combination of additional compensation and Contract Time, in full or in part, according to 00199.40(a), the Contractor may request review of the denial. The disputed claim for additional compensation or a combination of additional compensation and Contract Time may then be resolved, in full or in part, at any of the progressive steps of claim review procedure as specified in (b) through (c) of this Subsection.

If the Architect has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at either of the two progressive steps of claim review procedure as specified in (b) through (c) of this Subsection.

A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim hearings. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

**D** - The Architect will, as soon as practicable, consider, investigate, and evaluate a Contractor's claim for additional compensation, or for a combination of additional compensation and Contract Time, if submitted as required by 00199.30.

Once the Architect determines the Agency is in receipt of a properly submitted claim, the Architect will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the Architect determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Architect will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Architect will provide a written decision to the Contractor within 30 Calendar Days of the last Architect-level meeting.

If the Contractor does not accept the Architect's decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing that the Architect arrange a review at Step 1 (see (b) below).

**S** 1 **P** **W** **D** **L** **R** - The Contractor shall request that the Architect arrange a meeting with the Public Works Director or the Public Works Director's designee, as determined by the Public Works Director, in order to present the denied or partially denied claim for formal review and discussion. The meeting will take place within 21 Calendar Days of the Agency's receipt of the request, or as otherwise agreed by the parties.

If the Public Works Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Public Works Director (or designee) will schedule a second meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Public Works Director (or designee) will provide a written decision to the Contractor within 30 Calendar Days of the last meeting with the Public Works Director (or designee).

The claim is subject to 00199.60, if not all of the records requested by the Public Works Director (or designee) were furnished. If applicable, advancement of the claim is subject to the provisions of 00199.60 regarding waiver and dismissal of the claim or portions of the claim.

If the Contractor does not accept the decision, the Contractor may, within 180 Calendar Days from the date of receipt of the Public Works Director (or designee) written decision or within 90 Calendar Days of the date of Second Notification, whichever is later, initiate Step 2 as set forth in subsection (c) below.

**S** 2 **A** **L** - The Contractor must follow each step in order, and exhaust all available administrative remedies before resort to arbitration and litigation. Litigation of a claim that cannot be resolved in Step 1 shall be initiated by filing a complaint in the Circuit Court for the State of Oregon in the county where the Agency's main office is located that contains a stipulation to arbitration under ORS 36.410. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, Chapter 13 of the Oregon Uniform Trial Court Rules and the Circuit Court supplemental local rules concerning arbitration. Either party may seek, and shall be entitled to, an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses and attorney fees in obtaining and enforcing the order.

In no event shall this Subsection be construed as a waiver by the Agency or by the State of Oregon on 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.

**(d) Payment of Costs, Expenses and Attorney's Fees** – The prevailing party shall be entitled to an award for reasonable costs and expenses incurred after the initiation of Step 2, including costs and expenses incurred for arbitration, trial de novo and on appeal. Costs and Expenses shall include, but shall not be limited to, reasonable attorney fees and expenses, arbitrator fees and expenses, and costs of discovery.



As used in this subsection 00199.40(d), prevailing party for an arbitration award means (1) a Contractor who has received an arbitration award, exclusive of interest, costs and expenses, that is more than the dollar amount claimed by the Contractor in its Final Documentation of Claim under 00199.20(d) or (2) the Agency if there is no arbitration award to the Contractor or if the arbitration award to the Contractor, exclusive of interest, costs and expenses, is less than the dollar amount of the award in the Step 1 decision. For all other arbitration awards, there shall not be a prevailing party.

The award of costs and expenses after trial de novo shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

The Contractor shall comply with 00170.00.

**00199.50 M** - Notwithstanding the formal claims procedure specified above, the parties may enter into nonbinding mediation by mutual agreement at any time, in which case the parties may also agree to suspend the time requirements in Section 00199 pending the outcome of the mediation process. The rules, time and place for mediation, as well as selection of the mediator, shall be established by mutual agreement. Costs shall be divided equally between the Contractor and the Agency. Either party may terminate mediation at any time upon 5 Calendar Days notice to the other, after which the time requirements of Section 00199 shall be automatically reinstated and shall resume from the point at which the time requirements were suspended.

**00199. 0 R** - If not all of the records requested by the Agency under 00199.40(c) Step 2 were provided, then the Agency will determine:

- If the records are of the type described in 00170.07; and
- If the records have not been maintained or the records, or access to the records, has not been provided to the Agency as required by 00170.07 and this Section; and
- If the records are material and necessary for proper evaluation of part or all of the claim; and
- The portions of the claim for which the records are material and necessary for proper evaluation.

If the Agency makes the foregoing determinations, then subject to the review process described below, all portions of the claim for which the Agency determined the records are material and necessary for proper evaluation are immediately waived and irrevocably dismissed.

Even if the records have not been maintained or the records, or access to the records, have not been provided to the Agency in a given instance, the Agency may determine that sufficient records have been provided for the Agency to properly evaluate the claim in that instance. If the Agency makes this determination, the claim or portions of the claim will not be waived or dismissed under this provision.

If the Contractor does not accept the Agency written determination that the records are material and necessary for proper evaluation of part or all of the claim, and the portions of the claim for which the records are material and necessary, the Contractor may, within 14 Calendar Days of receipt of the Agency determination, request, in writing, a review of such determination by the Public Works Director (or designee). If the Contractor does not request a review of the Agency determination, the Agency determination shall then become the Agency's final determination as of the expiration of the time limit to request review.

If the Contractor requests the review, the Public Works Director (or designee) will schedule a review meeting within 14 Calendar Days, or as otherwise agreed by the parties, of when the Public Works Director (or designee) receives the written review request. The Agency and the Contractor will each have an opportunity to explain their respective positions at the review meeting in a manner determined by the Public Works Director (or designee).

Within 10 Calendar Days of the review meeting, the Public Works Director (or designee) will issue a written proposed finding of whether the records not maintained or not provided to the Agency, or for which access was not provided to the Agency, are material and necessary for proper evaluation of part or all of the claim. If the Public Works Director (or designee) makes that finding, then the Public Works Director (or designee) will also make a proposed written finding as to what portions of the claim the records are material and necessary and, therefore, waived and irrevocably dismissed.

Even if the records have not been maintained or the records, or access to the records, have not been provided to the Agency in a given instance, the Public Works Director (or designee) may determine that sufficient records have been provided for the Agency to properly evaluate the claim in that instance. If the Public Works Director (or designee) makes this determination, then the claim or portions of the claim will not be waived or dismissed under this provision.

The Public Works Director's (or designee) findings will be submitted to the Contractor. The Public Works Director's (or designee) findings are the Agency's final determination.

If the Agency's final determination is that the records are material and necessary for proper evaluation of part or all of the claim, then the claim or that portion of the claim for which the records are material and necessary is waived and irrevocably dismissed, unless the Contractor provides the records, or access to the records, to the Agency within 5 Calendar Days of the Agency's final determination. If the Contractor provides the records, or access to the records, within this time limit, the Agency will schedule a meeting with the Contractor within 14 Calendar Days or as otherwise agreed by the parties, to discuss the records.

The Agency's final determination that records are material and necessary for proper evaluation of part or all of the claim, and the Agency's final determination of the portions of the claim for which the records are material and necessary, shall be final and binding.

If the entire claim is waived and irrevocably dismissed pursuant to the Agency's final determination there will be no further decision by the Agency on the claim or further review of the claim under 00199.40 and the claim will not be eligible for mediation under 00199.50. If only portions of the claim are waived and irrevocably dismissed pursuant to the Agency's final determination, the Agency will provide a written decision to the Contractor regarding the remaining portions of the claim within 30 Calendar Days of the final Step 2 meeting, or the Agency's final determination regarding the records, whichever is later. There will be no further decision by the Agency on or further review under 00199.40 of the portions of the claim waived and irrevocably dismissed pursuant to Agency's final determination and those portions will not be eligible for mediation under 00199.50.

## **SPECIAL PROVISIONS**

**SPECIAL PROVISIONS**

**PART 00100 – GENERAL CONDITIONS**

**S 00120 – BIDDING REQUIREMENTS AND PROCEDURES**

**00120.01 Requirements for Bidding - Add the following:**

Bids must be delivered to Collin Stelzig, Public Works Director, at the front desk of Warrenton City Hall, 225 South Main Street, Warrenton, OR. 97146, by **2 00 PM** local time on **August 11 2022**. Bids will be publicly opened and read by the Public Works Director at 2:00 PM, local time on August 11, 2022 the Warrenton Fire Training Room. Bids may not be submitted by fax or electronic means.

**00120.02 Prequalification of Bidders – Add the following: Prequalification of bidders is not required**

**00120.03 Requirements for Solicitation Documents – Add the following: Solicitation Documents may be reviewed on the City's website [www.ci.warrenton.or.us](http://www.ci.warrenton.or.us)**

**00120.04 Pre-Bid Meeting – Add the following: No pre-bid meeting will be held. Bidders may contact the City to schedule a time to visit the site.**

**S 00150 – CONTRACT WORK**

**00150.30 Documents to be Provided – Contractor written notice to Architect or Agency shall be delivered to:**

Collin Stelzig, Public Works Director  
P.O. Box 250  
Warrenton, OR 97146

**SPECIAL PROVISIONS 001 0 – SPECIAL PROVISIONS**

**001 0.20** **B** **A** – Federal highway funds are not involved on the project.

**SPECIAL PROVISIONS 00170 – LABOR RELATIONS AND RISK MANAGEMENT**

**00170.03** **F** **R** **W** **P** - The Agency will apply and pay for the City of Warrenton Grading/Erosion Control Permit. The Permit shall be picked up by and be in the Contractor's name. Prior to construction, the Contractor shall obtain from the City of Warrenton a Right-of-Way Permit. Permit fees shall be waived by the City.

**00170.10** **C** **A** **L** – Combined single limit per occurrence shall be not less than 1,000,000.

**00170. 5** **1** **M** **W** **R** – BOLI Prevailing Wage Rates (Effective January 1, 2022) title page is included at the end of these Special Provisions.

**00170.70** **C** **G** **L** – Combined single limit per occurrence shall not be less than 1,000,000. Annual aggregate limit shall not be less than 2,000,000.

**00170.70** **A** **I** - The liability insurance coverages of 00170.70(a) shall include the Agency, the Agency's governing body, board, or Commission and its members, and the Agency's officers and employees as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. When federal transportation funding is involved, the liability coverages of 00170.70(a) shall also include the State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers, members and employees as additional insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate subcontractor shall include all of the foregoing as Additional Insureds and shall also include Contractor and its officers and employees as Additional Insureds.

**SPECIAL PROVISIONS 001 0 – PERFORMANCE AND PAYMENT**

**001 0.20** **G** – The Contractor's own organization shall perform work amounting to at least 50 of the original Contract Amount.

**001 0.40** **I** **G** – Add the following to subsection:

Work hours shall be 7:00 a.m. to 6:00 p.m. unless otherwise approved by the Architect.

**001 0.41** **P** **W** **S** – A Type "A" Schedule shall be required for the Project.

**001 0.41** **T** **"A" Schedule** – A Type "A" Schedule is required for this Project.

**001 0. 5** **L** **D** – The amount of liquidated damages shall be 1,200.00 per Calendar Day.

**S** 00190 – **M** 00190 – **P** 00190 – **Q** 00190

**00190.00 S** – This section is supplemented with Section 00190 – Measurement of Pay Quantities included after the Bid Schedule in the Bid Form section of the Contract Documents.

**S** 00199 – **D** 00199 – **P** 00199 – **C** 00199

**00199.30 C** **R** – Contractor written claims to Architect or Agency shall be delivered to:

Public Works Director  
P.O. Box 250  
Warrenton, OR 97146

**PART 00200 – TEMPORARY FEATURES AND APPURTENANCES**

**S□□□□□ 00205 - F□□□ L□□□□□□□□ W□□□□□□□□ E□□**

Delete section in its entirety.

**S□□□□□ 00210 M□□□□□□□□□□**

**00210.00 S□□□□** – Add the following to the subsection:

- Obtaining required bonds, insurance, permits, and licenses.
- Preparing and submitting shop drawings, “As-Built” drawings and other submittals.
- Removing equipment and extra materials from site upon completion of Work.
- All other work not identified in a separate bid item.

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- F. 07 92 00 - Joint Sealants

**END OF SECTION**



**SECTION 01 10 00  
SUMMARY**

**PART 1 GENERAL**

**1.01 PROJECT**

- A. Project Name: Warrenton WTP Roof Modifications.
- B. Owner's Name: City of Warrenton.
- C. Architect's Name: Strongwork Architecture.
- D. The Project consists of the Re-roof of the City of Warrenton's Existing Water Treatment Plant Filter Building.

**1.02 CONTRACT DESCRIPTION**

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Division 0 - Agreement.

**1.03 DESCRIPTION OF ALTERATIONS WORK**

- A. Scope of demolition and removal work is indicated on drawings.

**1.04 OWNER OCCUPANCY**

- A. Owner intends to continue to occupy portions of the existing building during the entire construction period.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

**END OF SECTION**

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**SECTION 01 25 00  
SUBSTITUTION PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

**1.02 DEFINITIONS**

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.

**1.03 REFERENCE STANDARDS**

- A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage) Current Edition.
- B. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase) Current Edition.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
  - 1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.
- D. Limit each request to a single proposed substitution item.
  - 1. Submit an electronic document, combining the request form with supporting data into single document.

**3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT**

- A. Submittal Time Restrictions:
  - 1. Owner will consider requests for substitutions only if submitted at least 10 days prior to the date for receipt of bids.
- B. Submittal Form (before award of contract):
  - 1. Submit substitution requests by completing CSI/CSC Form 1.5C - Substitution Request. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

**3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION**

- A. Submittal Form (after award of contract):
  - 1. Submit substitution requests by completing CSI/CSC Form 13.1A - Substitution Request (After Bidding/Negotiating). See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

- B. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
  - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
  - 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
  - 3. Bear the costs engendered by proposed substitution of:
    - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
    - b. Other construction by Owner.
    - c. Other unanticipated project considerations.

#### **3.04 RESOLUTION**

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
  - 1. Architect's decision following review of proposed substitution will be noted on the submitted form.

#### **3.05 ACCEPTANCE**

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

#### **3.0 CLOSEOUT ACTIVITIES**

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

**END OF SECTION**

**SECTION 01 30 00  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Contractor's daily reports.
- F. Progress photographs.
- G. Submittals for review, information, and project closeout.
- H. Number of copies of submittals.
- I. Requests for Interpretation (RFI) procedures.
- J. Submittal procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 60 00 - Product Requirements: General product requirements.

**1.03 GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
  - 1. Requests for Interpretation (RFI).
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Coordination drawings.
  - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 11. Closeout submittals.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRECONSTRUCTION MEETING**

- A. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- B. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract and Architect.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.

7. Scheduling.
- C. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

### **3.02 PROGRESS MEETINGS**

- A. Attendance Required:
  1. Contractor.
  2. Owner.
  3. Architect.
  4. Contractor's superintendent.
  5. Major subcontractors.
- B. Agenda:
  1. Review minutes of previous meetings.
  2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Maintenance of progress schedule.
  7. Corrective measures to regain projected schedules.
  8. Planned progress during succeeding work period.
  9. Maintenance of quality and work standards.
  10. Effect of proposed changes on progress schedule and coordination.
  11. Other business relating to work.
- C. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

### **3.03 CONSTRUCTION PROGRESS SCHEDULE**

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

### **3.04 PROGRESS PHOTOGRAPHS**

### **3.05 REQUESTS FOR INTERPRETATION RFI**

- A. Definition: A request seeking one of the following:
  1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
  2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  1. Prepare a separate RFI for each specific item.
  2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  1. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
    - a. Approval of submittals (use procedures specified elsewhere in this section).

- b. Approval of substitutions (see Section - 01 60 00 - Product Requirements)
  - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
- 2. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- F. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
- G. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
  - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
  - 3. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### **3.0 SUBMITTAL SC EDULE**

- A. Submit to Architect for review a schedule for submittals in tabular format.
  - 1. Submit at the same time as the preliminary schedule specified in Section - 01 32 16 - Construction Progress Schedule.
  - 2. Coordinate with Contractor's construction schedule and schedule of values.
  - 3. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.

### **3.07 SUBMITTALS FOR RE IEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

### **3.0 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.

4. Inspection reports.
5. Manufacturer's instructions.
6. Manufacturer's field reports.
7. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner.

### **3.09 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
  1. Project record documents.
  2. Operation and maintenance data.
  3. Warranties.
  4. Bonds.
  5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### **3.10 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  1. After review, produce duplicates.
  2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.11 SUBMITTAL PROCEDURES**

- A. General Requirements:
  1. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
  2. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
  3. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
  4. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
    - a. Send submittals in electronic format via email to Architect.
  5. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
    - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
    - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
  6. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
  7. Provide space for Contractor and Architect review stamps.
  8. When revised for resubmission, identify all changes made since previous submission.
  9. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.



10. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
  11. Submittals not requested will not be recognized or processed.
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
  2. Collect required information into a single submittal.
  3. Submit concurrently with related shop drawing submittal.
  4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
  2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
1. Transmit related items together as single package.
  2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
  3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval.

### 3.12 SUBMITTAL RE IEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt, but will take no other action.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. Architect's and consultants' actions on items submitted for review:
1. Authorizing purchasing, fabrication, delivery, and installation:
    - a. Approved , or language with same legal meaning.
    - b. Approved as Noted, Resubmission not required , or language with same legal meaning.
      - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
    - c. Approved as Noted, Resubmit for Record , or language with same legal meaning.
      - 1) Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
      - 2) Non-responsive resubmittals may be rejected.
  2. Not Authorizing fabrication, delivery, and installation:
    - a. Revise and Resubmit .
      - 1) Resubmit revised item, with review notations acknowledged and incorporated.
      - 2) Non-responsive resubmittals may be rejected.
    - b. Rejected .
      - 1) Submit item complying with requirements of Contract Documents.
- E. Architect's and consultants' actions on items submitted for information:
1. Items for which no action was taken:
    - a. Received - to notify the Contractor that the submittal has been received for record only.
  2. Items for which action was taken:
    - a. Reviewed - no further action is required from Contractor.

**END OF SECTION**

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**SECTION 01 40 00  
QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittals.
- B. References and standards.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Defect Assessment.

**1.02 REFERENCE STANDARDS**

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

**1.04 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

**1.05 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Owner will employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

### **3.02 TESTING AND INSPECTION**

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

### **3.03 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not complying with specified requirements.

**END OF SECTION**

**SECTION 01 00  
PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- C. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

**1.03 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
- C. Where other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
  - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.

**2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

**PART 3 EXECUTION**

**3.01 SUBSTITUTION LIMITATIONS**

- A. See Section 01 25 00 - Substitution Procedures.

**3.02 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.03 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- . Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

**SECTION 01 70 00  
EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

**1.02 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

**1.03 QUALIFICATIONS**

- A. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

**1.04 PROJECT CONDITIONS**

- A. Use of explosives is not permitted.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

**1.05 COORDINATION**

- A. See Section 01 10 00 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## **PART 2 PRODUCTS**

### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### **3.03 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.04 ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
  - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.



2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- C. Remove existing work as indicated and as required to accomplish new work.
1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  2. Remove items indicated on drawings.
  3. Relocate items indicated on drawings.
  4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. See Section 01 10 00 for other limitations on outages and required notifications.
    - c. Provide temporary connections as required to maintain existing systems in service.
  4. Verify that abandoned services serve only abandoned facilities.
  5. Remove abandoned pipe, ducts, conduits, and equipment ; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- . Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.

### **3.05 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- J. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.0 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.07 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### **3.0 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

### **3.09 FINAL CLEANING**

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces,
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### **3.10 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Owner will occupy all of the building as specified in Section 01 10 00.
- F. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- H. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- I. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

### **3.11 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty,

whichever is longer.

- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION**

**SECTION 01 7 00  
CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Changes made by Addenda and modifications.

- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.

### **3.02 OPERATION AND MAINTENANCE DATA**

- A. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- B. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- C. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINIS ES**

- A. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

### **3.04 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

**END OF SECTION**

**SECTION 0 10 00  
ROUGH CARPENTRY**

**PART 2 PRODUCTS**

**1.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
  - 2. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
  - 3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at [www.alsc.org](http://www.alsc.org), and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

**1.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS**

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

**1.03 FACTORY WOOD TREATMENT**

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.

**END OF SECTION**

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**SECTION 07 01 50.19  
PREPARATION FOR RE-ROOFING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Replacement of existing roofing system in preparation for entire new roofing system.
- B. Removal of existing flashing and counterflashings.
- C. Temporary roofing protection.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 21 00 - Thermal Insulation
- B. Section 07 41 13 - Metal Roof Panels: Roof system.
- C. Section 07 62 00 - Sheet Metal Flashing and Trim: Replacement of flashing and counterflashings.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate with affected mechanical and electrical work associated with roof penetrations.
- B. Preinstallation Meeting: Convene one week before starting work of this section.
  - 1. Attendees:
    - a. Architect.
    - b. Contractor.
    - c. Owner.
    - d. Installer.
  - 2. Meeting Agenda: Provide agenda to participants prior to meeting in preparation for discussions on the following:
    - a. Removal and installation schedule.
    - b. Necessary preparatory work.
    - c. Protection before, during, and after roofing system installation.
    - d. Removal of existing roofing system.
    - e. Installation of new roofing system.
    - f. Temporary roofing and daily terminations.
    - g. Transitions and connection to and with other work.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit for each type of material.
- C. Shop Drawings: Indicate size, configuration, and installation details.
- D. Installer's Qualification Statement.

**1.05 QUALITY ASSURANCE**

- A. Materials Removal Company Qualifications: Company specializing in performing work of type specified with at least three years of documented experience.

**1.0 DELIVERY STORAGE AND HANDLING**

- A. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

**1.07 FIELD CONDITIONS**

- A. Existing Roofing System: Pre-finished roofing.
- B. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.
- C. Maintain continuous temporary protection prior to and during installation of new roofing system.

- D. Provide notice at least three days before starting activities that will affect normal building operations.
- E. Verify that occupants have been evacuated from building areas when work on structurally impaired roof decking is scheduled to begin.
- F. Owner will occupy building areas directly below re-roofing area.
  - 1. Provide Owner with at least 48 hours written notice of roofing activities that may affect their operations and to allow them to prepare for upcoming activities as necessary.

## **1.0 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.

## **PART 2 PRODUCTS**

### **2.01 COMPONENTS**

- A. See the following sections for additional information on components relating to this work:
  - 1. Replacement and removal of existing roofing system in preparation for entire new roofing system, see Sections 07 21 00 Thermal Insulation and 07 41 13 Metal Roof Panels.
  - 2. Remove existing flashing and counterflashings in preparation for replacement of these materials as part of this work, see Section 07 62 00 for material requirements.

### **2.02 MATERIALS**

- A. Temporary Roofing Protection Materials:
  - 1. Contractor's responsibility to select appropriate materials for temporary protection of roofing areas as determined necessary for this work.

### **2.03 ACCESSORIES**

- A. Fasteners: Type and size as required and compatible with existing and new roofing system to resist local wind uplift.
- B. Roof Vent Pipe Extension: Solid-wall PVC fitting consisting of pipe and splice sleeve inserts, configured for insertion and sealing to existing plumbing vent piping, sized to fit inside diameter of plumbing vent piping, enabling extension of piping to field-determined height to meet local building code requirements for plumbing vent pipe height above existing roof level.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.

### **3.02 PREPARATION**

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose of properly off-site.

### **3.03 MATERIAL REMOVAL**

- A. Remove only existing roofing materials that can be replaced with new materials the same day.
- B. Remove damaged portions of roofing membrane, perimeter base flashings, flashings around roof protrusions, insulation vents.
- C. Remove insulation and fasteners, cant strips, and blocking.
- D. Remove vapor retarder, sheathing paper, and underlay.
- E. Repair existing metal deck surface to provide smooth working surface for new roof system.

### **3.04 INSTALLATION**

- A. Coordinate scope of this work with requirements for installation of new roofing system, see Sections 07 21 00 Thermal Insulation and 07 41 13 Metal Roof Panels for additional requirements.

### **3.05 PROTECTION**

- A. Provide protection of existing roofing system that is not having work performed on it.
- B. Provide temporary protective sheeting over uncovered deck surfaces.
- C. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights.
- D. Provide for surface drainage from sheeting to existing drainage facilities.

**END OF SECTION**

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**SECTION 07 21 00**  
**T THERMAL INSULATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Board insulation over roof deck.

**1.02 REFERENCE STANDARDS**

- A. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation 2019.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2021a.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.

**1.04 FIELD CONDITIONS**

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

**PART 2 PRODUCTS**

**2.01 APPLICATIONS**

- A. Insulation Over Roof Deck: Extruded polystyrene ( PS) board.

**2.02 FOAM BOARD INSULATION MATERIALS**

- A. Extruded Polystyrene ( PS) Board Insulation: Comply with ASTM C578 with either natural skin or cut cell surfaces.
  - 1. Type and Compressive Resistance: Type IV, 25 psi (173 kPa), minimum.
  - 2. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
  - 3. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
  - 4. Type and Thermal Resistance, R-value (RSI-value): Type IV, 5.0 (0.88), minimum, per 1 inch (25.4 mm) thickness at 75 degrees F (24 degrees C) mean temperature.
  - 5. Board Edges: Square.
  - 6. Type and Water Absorption: Type II, 0.3 percent by volume, maximum, by total immersion.
  - 7. Board Thickness: 1-1/2 inch (38 mm)
  - 8. Products:
    - a. DuPont de Nemours, Inc; Styrofoam Brand Square Edge: [building.dupont.com/ sle](http://building.dupont.com/sle).
    - b. Kingspan Insulation LLC; GreenGuard PS Type IV, 25 psi: [www.kingspan.com/ sle](http://www.kingspan.com/sle).
    - c. Owens Corning Corporation; FOAMULAR Type [ ] Extruded Polystyrene ( PS) Insulation: [www.ocbuildingspec.com/ sle](http://www.ocbuildingspec.com/sle).
    - d. Or approved Equal.
    - e. Substitutions: See Section 01 60 00 - Product Requirements.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

**3.02 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements for additional requirements.

### **3.03 PROTECTION**

- A. Do not permit installed insulation to be damaged prior to its concealment.

**END OF SECTION**

**SECTION 07 25 00  
WEAT ER BARRIERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Water-resistive barriers.

**1.02 REFERENCE STANDARDS**

- A. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection 2021.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2021a.
- C. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials 2022.
- D. ASTM E2178 - Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials 2021a.
- E. ICC-ES AC38 - Acceptance Criteria for Water-Resistive Barriers 2016, with Editorial Revision (2019).

**PART 2 PRODUCTS**

**2.01 WATER-RESISTIVE BARRIER MATERIALS**

- A. Water-Resistive and Air Barrier, Multilayers: Outer layers of nonwoven, spunbonded polypropylene with vapor permeable, watertight polymeric middle layer.
  - 1. Air Permeance: 0.0011 cfm/sq ft (0.0058 L/(s sq m)), maximum, when tested in accordance with ASTM E2178.
  - 2. Water Vapor Permeance: 54 perms (3,078 ng/(Pa s sq m)), minimum, when tested in accordance with ASTM E96/E96M using Procedure A - Desiccant Method, at 73.4 degrees F (23 degrees C).
  - 3. Ultraviolet (UV) and Weathering Resistance: Approved by manufacturer for up to 3 months of weather exposure.
  - 4. Surface Burning Characteristics: Flame spread index of 25 or less, smoke developed index of 450 or less, Class A when tested in accordance with ASTM E84.
  - 5. Seam and Perimeter Tape: As recommended by sheet manufacturer.
- B. Water-Resistive Barrier, Composite: Tear-resistant polyester sheet with UV-resistant acrylic coating.
  - 1. Air Permeance: 0.18 cfm/sq ft (0.9 L/(s sq m)), maximum, when tested in accordance with ASTM E2178.
  - 2. Water Vapor Permeance: 200 perms (11,400 ng/(Pa s sq m)), minimum, when tested in accordance with ASTM E96/E96M using Procedure A - Desiccant Method, at 73.4 degrees F (23 degrees C).
  - 3. Ultraviolet (UV) and Weathering Resistance: Approved by manufacturer for up to 210 days of weather exposure.
  - 4. Surface Burning Characteristics: Flame spread index of 25 or less, smoke developed index of 450 or less, Class A when tested in accordance with ASTM E84.
  - 5. Water Resistance: Comply with applicable requirements in accordance with ICC-ES AC38.
  - 6. Seam and Perimeter Tape: As recommended by sheet manufacturer.

**2.02 ACCESSORIES**

- A. Sealants, Tapes, and Accessories Used for Sealing Water-Resistive Barrier and Adjacent Substrates: As indicated or complying with water-resistive barrier manufacturer's installation instructions.
- B. Flexible Flashing: Self-adhesive sheet flashing complying with ASTM D1970/D1970M, except slip resistance requirement is waived if not installed on a roof.

1. Width: 4 inches (102 mm).

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that surfaces and conditions comply with requirements of this section.

#### **3.02 PREPARATION**

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.
- B. Clean and prime substrate surfaces to receive adhesives and sealants in accordance with manufacturer's installation instructions.

#### **3.03 INSTALLATION**

- A. Install materials in accordance with manufacturer's installation instructions.
- B. Water-Resistive Barriers: Install continuous water-resistive barrier over surfaces indicated, with sheets lapped to shed water but with seams not sealed.
- C. Mechanically Fastened Exterior Sheets:
  1. Install sheets shingle-fashion to shed water, with seams aligned horizontal.
  2. Overlap seams as recommended by manufacturer, 6 inches (152 mm), minimum.
  3. Overlap at outside and inside corners as recommended by manufacturer, 12 inches (305 mm), minimum.
  4. Install water-resistive barrier over jamb flashings.
  5. Install head flashings under water-resistive barrier.
  6. At framed openings with frames having nailing flanges, extend sheet into opening and over flanges; at head of opening, seal sheet over flange and flashing.
- D. Openings and Penetrations in Exterior Water-Resistive Barriers:
  1. Install flashing over sills, covering entire sill framing member, and extend at least 5 inches (127 mm) onto water-resistive barrier and at least 6 inches (152 mm) up jambs; mechanically fasten stretched edges.
  2. At openings filled with frames having nailing flanges, seal head and jamb flanges using a continuous bead of sealant compressed by flange and cover flanges with sealing tape at least 4 inches (100 mm) wide; do not seal sill flange.
  3. At openings filled with nonflanged frames, seal water-resistive barrier to each side of framing at opening using flashing at least 9 inches (230 mm) wide, and covering entire depth of framing.
  4. At head of openings, install flashing under water-resistive barrier extending at least 2 inches (50 mm) beyond face of jambs; seal water-resistive barrier to flashing.
  5. At interior face of openings, seal gaps between window and door frames and rough framing using appropriate joint sealant over backer rod.
  6. Service and Other Penetrations: Form flashing around penetrating items and seal to surface of water-resistive barrier.

**END OF SECTION**



**SECTION 07 30 12**  
**ROOFING UNDERLAYMENT EXTENDED HIGH-TEMPERATURE**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. This Section specifies a self-adhering sheet membrane used as underlayment for sloped roofs.
  - 1. High temperature application, 300F resistance, extended period, Ultra, or approved equal.
- B. Related Sections: Refer to the following specification sections for coordination:
  - 1. Section 06 10 00 – Rough Carpentry.
  - 2. Section 07 41 13 – Metal Roof Panels.
  - 3. Section 07 62 00 – Sheet Metal Flashing and Trim
  - 4. Section 07 92 00 – Joint Sealants
- C. Referenced Standards: Comply with the requirements of the following standards published by ASTM International to the extent referenced in this section.
  - 1. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers - Tension.
  - 2. ASTM D461 - Standard Test Methods for Felt.
  - 3. ASTM D 903 - Standard Test Method for Peel or Stripping Strength of Adhesive Bonds.
  - 4. ASTM D1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
  - 5. ASTM D3767 - Standard Practice for Rubber—Measurement of Dimensions.
  - 6. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
  - 7. ASTM G90 – EMMAqua test.

**1.02 SUBMITTALS**

- A. Product Data: Submit manufacturer's product data and installation instructions.

**1.03 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with requirements of authorities having jurisdiction and applicable codes at the location of the project.
- B. Manufacturer: Minimum 10 years experience producing roofing underlayment.
- C. Installer: Minimum 2 years experience with installation of similar underlayment.

**1.04 DELIVERY STORAGE AND HANDLING**

- A. Deliver materials and products in unopened factory labeled packages. Protect from damage.
- B. Cover materials and store in dry condition between temperatures of 40 and 90 degrees F (5 and 32 degrees C). Use within one year of date of manufacture. Do not store at elevated temperatures as that will reduce the shelf life of the product.

**PART 2 PRODUCTS**

**2.01 MANUFACTURER**

- A. Manufacturer: GCP Applied Technologies, Inc, 62 Whittemore Avenue, Cambridge, MA 02140, Toll Free 866-333-3726, www.gcpat.com.
- B. Or approved Equal
- C. See 01 60 00 - Administrative Requirements for Substitutions

**2.02 MATERIALS**

- A. Basis of Design: Self-Adhering Sheet Membrane Roof Underlayment: Provide Ultra by GCP Applied Technologies, Inc with the following characteristics:
  - 1. Cold applied, self-adhering membrane composed of a high strength polyethylene film coated on one side with a layer of butyl rubber adhesive and interwound with a disposable release sheet. An embossed, slip resistant surface is provided on the polyethylene.
  - 2. Color: Gray-black.

3. Membrane Thickness: 30 mil (0.76 mm) ASTM D3767 method A.
  4. Tensile strength, Membrane: 250 psi (1720 kN/m<sup>2</sup>) ASTM D412 (Die C modified).
  5. Elongation, Membrane: 250 ASTM D412 (Die C modified).
  6. Low Temperature Flexibility: Unaffected -20°F (-29°C) ASTM D1970.
  7. Adhesion to Plywood: 3.0 lbs/in width (525 N/m) ASTM D903.
  8. Permeance (max): 0.05 Perms (2.9 ng/m<sup>2</sup>s Pa) ASTM E96.
  9. Material Weight Installed (max): 0.22 lb/ft<sup>2</sup> (1.1 kg/m<sup>2</sup>) ASTM D461.
  10. Service Temperature: 300 degrees F (148.8 degrees C) per ASTM D1204
  11. Primer: Water-based Perm-A-Barrier WB Primer by GCP Applied Technologies, Inc.
  12. Code and Standards Compliance: Ultra meets the following requirements:
    - a. ICC ESR-1677 approval according to AC-48 Acceptance Criteria for Self-Adhered underlayments used as Ice Barriers
    - b. Underwriters Laboratories, Inc. R13399 Class A fire classification under fiberglass shingles and Class C under organic felt shingles.
    - c. Underwriters Laboratories, Inc. Classified Sheathing Material Fire Resistance Classification Design Numbers P225, P227, P230, P237, P259, P508, P510, P512, P514, P701, P711, P717, P722, P723, P732, P734, P742, P824.
- B. Or Approved Equal
- C. See Section 01 60 00 Administrative Requirements for Substitutions

## **PART 3 EXAMINATION**

### **3.01 INSTALLATION**

- A. Prior to start of installation, inspect existing conditions to ensure surfaces are suitable for installation of roofing underlayment. Verify flashing has been installed. Starting work indicates installers acceptance of existing conditions.
- B. Install roofing underlayment on sloped surfaces at locations indicated on the Drawings, but not less than at hips, ridges, eaves, valleys, sidewalls and chimneys, and surfaces over interior space within 36 inches (914 mm) from the inside face of the exterior wall. Strictly comply with manufacturer's installation instructions including but not limited to the following:
  1. Schedule installation such that underlayment is covered by roofing within the published exposure limit of the underlayment.
  2. Do not install underlayment on wet or frozen substrates.
  3. Install when surface temperature of substrate is a minimum of 40 degrees F (5 degrees C) and rising.
  4. Remove dust, dirt, loose materials and protrusions from deck surface.
  5. Install membrane on clean, dry, continuous structural deck. Fill voids and damaged or unsupported areas prior to installation.
  6. Prime concrete and masonry surfaces using specified primer at a rate of 500-600 square feet per gallon (12-15 sqm/L). Priming is not required for other suitable clean and dry surfaces.
  7. Install membrane such that all laps shed water. Work from the low point to the high point of the roof at all times. Apply the membrane in valleys before the membrane is applied to the eaves. Following placement along the eaves, continue application of the membrane up the roof. Membrane may be installed either vertically or horizontally after the first horizontal course.
  8. Side laps minimum 3-1/2 inches (89 mm) and end laps minimum 6 inches (152 mm) following lap lines marked on underlayment.
  9. Patch penetrations and damage using manufacturer's recommended methods.

### **3.02 CLEANING AND PROTECTION**

- A. Protect from damage during construction operations and installation of roofing materials. Promptly repair any damaged or deteriorated surfaces.
- B. Repair minor damage to eliminate all evidence of repair. Remove and replace work which cannot be satisfactorily repaired in the opinion of the Architect.

- C. Provide temporary protection to ensure work being without damage or deterioration at time of final acceptance. Remove protective film and reclean as necessary immediately before final acceptance.

**END OF SECTION**

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**SECTION 07 41 13  
METAL ROOF PANELS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Metal roof panel system of preformed steel panels.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 10 00 - Rough Carpentry: Blocking
- B. Section 07 21 00 - Thermal Insulation: Rigid roof insulation.
- C. Section 07 30 12 - Roofing Underlayment - Extended High Temperature
- D. Section 07 92 00 - Joint Sealants: Sealing joints between metal roof panel system and adjacent construction.

**1.03 REFERENCE STANDARDS**

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2020, with Errata (2022).
- B. ASTM E1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference 2005 (Reapproved 2017).
- C. ASTM E1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference 1995 (Reapproved 2018).
- D. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Storage and handling requirements and recommendations.
  - 2. Installation methods.
  - 3. Specimen warranty.
- C. Shop Drawings: Include layouts of roof panels, details of edge and penetration conditions, spacing and type of connections, flashings, underlayments, and special conditions.
  - 1. Show work to be field-fabricated or field-assembled.
- D. Verification Samples: For each roofing system specified, submit samples of minimum size 12 inches (305 mm) square, representing actual roofing metal, thickness, profile, color, and texture.
- E. Test Reports: Indicate compliance of metal roofing system to specified requirements.
- F. Warranty: Submit specified manufacturer's warranty and ensure that forms have been completed in Owner's name and are registered with manufacturer.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section and with at least three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

**1.0 DELIVERY STORAGE AND HANDLING**

- A. See Section 01 74 19 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Provide strippable plastic protection on prefinished roofing panels for removal after installation.

- C. Store roofing panels on project site as recommended by manufacturer to minimize damage to panels prior to installation.

### **1.07 FIELD CONDITIONS**

- A. Do not install metal roof panels, eave protection membrane or underlayment when surface, ambient air, or wind chill temperatures are below 45 degrees F (7 degrees C).

### **1.0 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Finish Warranty: Provide 5-year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking. Complete forms in Owner's name and register with warrantor.
- C. Special Warranty: Provide 2-year warranty for weathertightness of roofing system, including agreement to repair or replace metal roof panels that fail to keep out water commencing on the Date of Substantial Completion. Complete forms in Owner's name and register with warrantor.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Architectural Metal Roof Panel Manufacturers:
  - 1. Taylor Metal Products; Easy-Lock Standing Seam: [www.talormetal.com](http://www.talormetal.com)
    - a. Basis of Design: Taylor Metal Products; Easy-Lock Standing Seam
      - 1) Coverage: 12
      - 2) Gauge: 24
      - 3) Profile: 1 1/8 vertical rib with 3/8 flat top. with 3 accent ribs
      - 4) Fasteners: Concealed with pre-slotted fastener flange to allow expansion/contraction of panel.
      - 5) Color: Medium Bronze SRI-33
  - 2. Or approved Equal
  - 3. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Metal Soffit Panels Manufacturers:
  - 1. Taylor Metal Products; Lifetime Soffit: [www.talormetal.com](http://www.talormetal.com)
    - a. Basis of Design: Taylor Metal Products; Lifetime Soffit
      - 1) Coverage: 12
      - 2) Gauge: 24
      - 3) Profile: 1 with double bead - non-perforated
      - 4) Fasteners: Concealed with pre-slotted fastener flange to allow expansion/contraction of panel.
      - 5) Color: Medium Bronze SRI-33
  - 2. Or approved Equal
  - 3. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 PERFORMANCE REQUIREMENTS**

- A. Metal Roof Panels: Provide complete roofing assemblies, including roof panels, clips, fasteners, connectors, and miscellaneous accessories, tested for compliance with the following minimum standards:
  - 1. Structural Design Criteria: Provide panel assemblies designed to safely support design loads at support spacing indicated, with deflection not to exceed L/180 of span length(L) when tested in accordance with ASTM E1592.
  - 2. Overall: Complete weathertight system tested and approved in accordance with ASTM E1592.
  - 3. Wind Uplift: Minimum Class 90 wind uplift resistance of UL 580.
  - 4. Water Penetration: No water penetration when tested in accordance with procedures and recommended test pressures of ASTM E1646.
  - 5. Thermal Movement: Design system to accommodate without deformation anticipated thermal movement over ambient temperature range of 100 degrees F (56 degrees C).

### **2.03 ATTACHMENT SYSTEM**

- A. Concealed System: Provide manufacturer's standard stainless steel or nylon-coated aluminum concealed anchor clips designed for specific roofing system and engineered to meet performance requirements, including anticipated thermal movement.

### **2.04 FABRICATION**

- A. Panels: Provide factory or field fabricated panels with applied finish and accessory items, using manufacturer's standard processes as required to achieve specified appearance and performance requirements.
- B. Joints: Provide captive gaskets, sealants, or separator strips at panel joints to ensure weathertight seals, eliminate metal-to-metal contact, and minimize noise from panel movements.

### **2.05 FINISHES**

- A. Fluoropolymer Coil Coating System: Manufacturer's standard multi-coat metal coil coating system complying with AAMA 2605, including at least 70 percent polyvinylidene fluoride (PVDF) resin, and at least 80 percent of coil coated metal surfaces having minimum total dry film thickness (DFT) of 0.9 mil, 0.0009 inch (0.023 mm); color and gloss to match sample.

### **2.0 ACCESSORIES**

- A. Miscellaneous Sheet Metal Items: Provide flashings, gutters, downspouts, trim, moldings, closure strips, caps, and equipment curbs of the same material, thickness, and finish as used for the roofing panels. Items completely concealed after installation may optionally be made of stainless steel.
- B. Rib and Ridge Closures: Provide prefabricated, close-fitting components of steel with corrosion resistant finish or combination steel and closed-cell foam.
- C. Sealants:
  - 1. Exposed Sealant: Elastomeric; silicone, polyurethane, or silyl-terminated polyether/polyurethane.
  - 2. Concealed Sealant: Non-curing butyl sealant or tape sealant.
  - 3. Seam Sealant: Factory-applied, non-skinning, non-drying type.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Do not begin installation of preformed metal roof panels until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### **3.02 PREPARATION**

- A. Coordinate roofing work with provisions for roof drainage, flashing, trim, penetrations, and other adjoining work to ensure that completed roof will be free of leaks.
- B. Coordinate installation of waterproof membrane over roof sheathing with Section 06 10 00.
- C. Remove protective film from surface of roof panels immediately prior to installation; strip film carefully to avoid damage to prefinished surfaces.
- D. Separate dissimilar metals by applying a bituminous coating, self-adhering rubberized asphalt sheet, or other permanent method approved by metal roof panel manufacturer.
- E. Protect surrounding areas and adjacent surfaces from damage during execution of this work.
- F. At locations where metal will be in contact with wood or other absorbent material subject to wetting, seal joints with sealing compound and apply one coat of heavy-bodied bituminous paint.

### **3.03 INSTALLATION**

- A. Overall: Install roofing system in accordance with approved shop drawings and metal roof panel manufacturer's instructions and recommendations, as applicable to specific project conditions; securely anchor components of roofing system in place allowing for thermal and structural movement.
  - 1. Install roofing system with concealed clips and fasteners, except as otherwise recommended by manufacturer for specific circumstances.
  - 2. Minimize field cutting of panels. Where field cutting is required, use methods that will not distort panel profiles. Use of torches for field cutting is prohibited.
- B. Accessories: Install necessary components that are required for complete roofing assembly, including flashings, gutters, downspouts, trim, moldings, closure strips, preformed crickets, caps, equipment curbs, rib closures, ridge closures, and similar roof accessory items.
- C. Roof Panels: Install metal roof panels in accordance with manufacturer's installation instructions, minimizing transverse joints except at junction with penetrations.

### **3.04 CLEANING**

- A. Clean exposed sheet metal work at completion of installation. Remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving the work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to the finish.

### **3.05 PROTECTION**

- A. Do not permit storage of materials or roof traffic on installed roof panels. Provide temporary walkways or planks as necessary to avoid damage to completed work. Protect roofing until completion of project.
- B. Touch-up, repair, or replace damaged roof panels or accessories before Date of Substantial Completion.

**END OF SECTION**



**SECTION 07 2 00**  
**SHEET METAL FLASHING AND TRIM**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, exterior penetrations, and other items indicated in Schedule.
- B. Sealants for joints within sheet metal fabrications.
- C. Precast concrete splash pads.

**1.02 REFERENCE STANDARDS**

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2020, with Errata (2022).
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, zinc-Coated (Galvanized) or zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007 (Reapproved 2018).
- E. CDA A4050 - Copper in Architecture - Handbook current edition.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples, 4 by 6 inches (102 by 152 mm) in size, illustrating metal finish color.

**1.04 QUALITY ASSURANCE**

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 5 years of experience.

**1.05 DELIVERY STORAGE AND HANDLING**

- A. See Section 01 74 19 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials that could cause discoloration or staining.

**PART 2 PRODUCTS**

**2.01 SHEET MATERIALS**

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/ 275 zinc coating; minimum 24-gauge, 0.0239-inch (0.61 mm) thick base metal, shop pre-coated with PVDF coating.
  - 1. Polyvinylidene Fluoride (PVDF) Coating: Superior performing organic powder coating, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.

**2.02 FABRICATION**

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.

- C. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18-inch (450 mm) long legs; seam for rigidity, seal with sealant.
- F. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing gravel. Return and brake edges.
- G. Fabricate snow guards Per SMANCNA for Roof Type..

### **2.03 GUTTER AND DOWNSPOUT FABRICATION**

- A. Gutters: SMACNA (ASMM) Rectangular profile.
- B. Downspouts: Rectangular profile.
- C. Gutters and Downspouts: Size for rainfall intensity determined by a storm occurrence of 1 in 10 years in accordance with SMACNA (ASMM).
- D. Accessories: Profiled to suit gutters and downspouts.
  - 1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
  - 2. Gutter Supports: Brackets.
  - 3. Downspout Supports: Brackets.
- E. Splash Pads: Precast concrete type, of size and profiles indicated; minimum 3,000 psi (21 MPa) at 28 days, with minimum 5 percent air entrainment.
- F. Downspout Splash Blocks: Concrete.
- G. Seal metal joints.

### **2.04 ACCESSORIES**

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: inc chromate type.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- E. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

### **3.02 PREPARATION**

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch (0.4 mm).

### **3.03 INSTALLATION**

- A. Comply with drawing details.
- B. Secure flashings in place using concealed fasteners.
- C. Apply plastic cement compound between metal flashings and felt flashings.
- D. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Install snow guards 16 inch (406 mm) upslope from eaves and valleys.
- F. Secure gutters and downspouts in place with concealed fasteners.

- G. Slope gutters 1/4 inch per 10 feet (2.1 mm per m), minimum.
- H. Connect downspouts to existing downspout boots, and grout connection watertight. (Replace existing downspout boot if existing is damaged.)
- I. Set splash blocks under downspouts.

**3.04 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements for field inspection requirements.
- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

**END OF SECTION**

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## **SECTION 07 92 00 JOINT SEALANTS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

#### **1.02 REFERENCE STANDARDS**

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer 2015 (Reapproved 2022).
- B. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants 2018.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- D. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems 2016.
- E. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- F. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants 2018.
- G. ASTM C1311 - Standard Specification for Solvent Release Sealants 2014.
- H. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants 2018.
- I. SCAQMD 1168 - Adhesive and Sealant Applications 1989, with Amendment (2017).

#### **1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
  - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
  - 2. List of backing materials approved for use with the specific product.
  - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
  - 4. Substrates the product should not be used on.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- D. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.
- E. Executed warranty.

#### **1.04 QUALITY ASSURANCE**

- A. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
  - 1. Adhesion Testing: In accordance with ASTM C794.
  - 2. Compatibility Testing: In accordance with ASTM C1087.
  - 3. Allow sufficient time for testing to avoid delaying the work.
  - 4. Deliver sufficient samples to manufacturer for testing.
  - 5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.

#### **1.05 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.

## **PART 2 PRODUCTS**

### **2.01 JOINT SEALANT APPLICATIONS**

- A. Scope:
  - 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to:
    - a. Wall expansion and control joints.
    - b. Joints between door, window, and other frames and adjacent construction.
    - c. Joints between different exposed materials.
    - d. Openings below ledge angles in masonry.
    - e. Other joints indicated below.
  - 2. Do not seal the following types of joints:
    - a. Intentional weep holes in masonry.
    - b. Joints indicated to be treated with manufactured expansion joint cover, or some other type of sealing device.
    - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
    - d. Joints where installation of sealant is specified in another section.
    - e. Joints between suspended panel ceilings/grid and walls.
- B. Exterior Joints: Use nonsag nonstaining silicone sealant, unless otherwise indicated.
  - 1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, noncuring.

### **2.02 JOINT SEALANTS - GENERAL**

- A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.

### **2.03 NONSAG JOINT SEALANTS**

- A. Nonstaining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
  - 1. Movement Capability: Plus and minus [ ] percent, minimum.
  - 2. Nonstaining to Porous Stone: Nonstaining to light-colored natural stone when tested in accordance with ASTM C1248.
  - 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
  - 4. Color: Match adjacent finished surfaces.
- B. Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
  - 1. Movement Capability: Plus and minus 25 percent, minimum.
  - 2. Hardness Range: 15 to 35, Shore A, when tested in accordance with ASTM C661.
  - 3. Color: Match adjacent finished surfaces.
  - 4. Cure Type: Single-component, neutral moisture curing
  - 5. Service Temperature Range: Minus 65 to 180 degrees F (Minus 54 to 82 degrees C).
- C. Type [ ] - Polymer Sealant: ASTM C920; single component, cured sealant is paintable and mold/mildew resistant, low odor and VOC, and ultraviolet (UV) resistant.
  - 1. Color: White.
- D. Hybrid Urethane Sealant: ASTM C920, Grade NS, Uses M and A; single component; not expected to withstand continuous water immersion or traffic.
  - 1. Movement Capability: Plus and minus 35 percent, minimum.
  - 2. Hardness Range: 20 to 40, Shore A, when tested in accordance with ASTM C661.
  - 3. Color: Match adjacent finished surfaces.
  - 4. Service Temperature Range: Minus 40 to 180 degrees F (Minus 40 to 82 degrees C).
- E. Type [ ] - Noncuring Butyl Sealant: Solvent-based, single component, nonsag, nonskinning, nonhardening, nonbleeding; non-vapor permeable; intended for fully concealed applications.

## **2.04 ACCESSORIES**

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
  - 1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type O - Open Cell Polyurethane.
  - 2. Open Cell: 40 to 50 percent larger in diameter than joint width.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

### **3.03 INSTALLATION**

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- D. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- E. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

**END OF SECTION**



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Linda Engbretson, City Manager *LE*  
DATE: July 26, 2022  
SUBJ: VFW Lease

### SUMMARY

The City Commission authorized the transfer of the old Hammond Town Hall/Warrenton Community Library to the VFW Post #10580/Auxiliary. We are working through the legal process to separate the building from the underlying land ownership. We are proposing a lease to allow the VFW to begin using the building and transferring utilities, etc., as the land partition will take some time to complete. The proposed lease is currently in legal review. I have attached a draft.

### RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the Mayor's signature on the lease with VFW Post #10580/Auxiliary for the old Hammond Town Hall for \$1.00 a year, pending final approval of the lease documents by legal counsel."

### ALTERNATIVE

Other action as deemed appropriate by the City Commission.

### FISCAL IMPACT

N/A



Lease

**THIS INDENTURE OF LEASE**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between The City of Warrenton, hereinafter called LESSOR and The VFW Post/Auxiliary #10580, herein called the LESSEE;

CIRCUMSTANCES:

In consideration of the covenants, agreements and stipulations herein contained on the part of the LESSEE to be paid, kept and faithfully performed, the LESSOR does hereby lease, demise and let unto the LESSEE those certain premises, AS IS, situated in the City of Warrenton, County of Clatsop, and State of Oregon, know and described as follows:

TAX LOT: 3300, MAP 8 10 05 DC

TAX ID NO: 28632

Also Known As: 861 Pacific Drive, Hammond, Or 97121

To have and to hold the above described premises unto the LESSEE for a period of time commencing with the \_\_\_ day of \_\_\_\_, 20\_\_, and ending at midnight the \_\_\_\_ of \_\_\_\_, 20\_\_, at and for a rental of \$1 per year for each of the term of agreement, payable at:

City of Warrenton  
Accounts Payable  
PO Box 250/225 S. Main Avenue  
Warrenton, OR 97146

**1. LESSEE'S ACCEPTANCE OF LEASE:**

The LESSEE accepts this letting and agrees to pay the LESSOR the rentals above stated for the full term of this Lease, in advance, at the time and in the manner aforesaid.

**2. USE OF THE PREMISES:**

2.1 The LESSEE shall use the demised premises during the term of this Lease for the conduct of the following business: VFW Post/Auxiliary #10580 membership lodge, meeting space for veterans, cub scouts, and other such service that meets zoning (CMU Mixed Use Commercial) and building code requirements. For the future use of this space as any type of meeting hall or assembly occupancy would require that the occupant load not exceed 49 people, allowing the occupancy to remain a B- Business occupancy.

- 2.2 The LESSEE will not make any unlawful, improper or offensive use of the premises.
- 2.3 The LESSEE shall comply at the LESSEE's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of the leased premises.

**3. UTILITIES**

The LESSEE shall pay for all heat, light, water, power and other services or utilities used in the above demised premises during the term of this Lease.

**4. REPAIRS AND IMPROVEMENTS:**

- 4.1 The LESSOR shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this Lease. LESSEE hereby agrees to maintain and keep the leased premises including all interior and exterior doors in good order and repair during the entire term of this lease at the LESSEE's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof.

**5. LESSOR'S RIGHT OF ENTRY**

It shall be lawful for the LESSOR, its agents or representatives, at any reasonable time to enter into or upon the demised premises for the purpose of examining into the condition thereof, or any other lawful purpose.

**6. RIGHT OF ASSIGNMENT:**

The LESSEE will not assign, transfer, pledge, hypothecate, surrender or dispose of this Lease, or any interest herein, or permit any other person or persons whomsoever to occupy the demised premises without the written consent of the LESSOR being first obtained in writing; this Lease is personal to the LESSEE; the LESSEE's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the LESSEE, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the LESSEE, or in any other manner, except as above mentioned.

**7. LIENS:**

The LESSEE will not permit any lien of any kind, type or description to be placed or imposed upon the building in which the leased premises are situated, or any part thereof, or the real estate on which it stands.

**8. TAXES**

The LESSEE shall pay all real property and personal property taxes levied on the property when payable.

#### **9. LIABILITY INSURANCE:**

The LESSEE further agrees at all times during the term hereof, to maintain, keep in effect, furnish and deliver to the LESSOR liability insurance policies in form and with an insurer satisfactory to the LESSOR, insuring both the LESSOR and the LESSEE against all liability for damages to person or property in or about the leased premises; the amount of the liability insurance shall be a combined single limit of liability insurance shall be a combined single limit of liability for bodily injury and property damage or \$1,000,000.00 per occurrence, with a general aggregate limitation of not less than \$2,000,000.00. The LESSEE agrees to and shall indemnify and hold the LESSOR harmless against any and all claims and demands arising from the negligence of the LESSEE, her officers, agents, invitees and/or employees, as well as those arising from the LESSEE's failure to comply with any covenant of this Lease on her part to be performed, and shall at her own expense defend the LESSOR against any and all suits or actions arising out of such negligence, actual or alleged and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the LESSOR in any such suit or action.

#### **10. FIXTURES**

All partitions, plumbing, electrical wiring, permanent additions to or improvements upon the leased premises, whether installed by the LESSOR or the LESSEE, shall be and become part of the building as soon as installed and the property of the LESSOR unless otherwise herein provided.

#### **11. DAMAGE BY CASUALTY, FIRE AND DUTY TO REPAIR:**

In the event of the destruction of the building in which the leased premises are located by fire or other casualty, either party hereto may terminate the Lease as of the date of the fire or casualty, provided, however, that in the event of damage to the building by fire or other casualty to the extent of FIFTY PERCENT (50%) or more of the sound value of the building, the LESSOR may or may not elect to repair the building; written notice of the LESSOR's election shall be given to the LESSEE within fifteen (15) days after the occurrence of the damage; if the notice is not so given, the LESSOR conclusively shall be deemed to have elected not to repair; in the event the LESSOR elects not to repair the building, then and in that event, this Lease shall terminate with the date of the damage; but, if the building in which the leased premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than the extent and the LESSOR elects to repair, as aforesaid, then the LESSOR shall repair the building with all convenient speed and shall have the right to take possession of an occupy, to the exclusion of the LESSEE, all or any part of the building in order to make the necessary repairs, and the LESSEE hereby agrees to vacate

upon request, all or any part of the building which the LESSOR may require for the purposes of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such as abatement of rent as the nature of the injury or damage and its interference with the occupancy of the leased premises by the LESSEE shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by the LESSEE, then there shall be no abatement of rent and the LESSOR shall repair the damage with all convenient speed.

## **12. WAIVER OF SUBROGATION RIGHTS:**

Neither the LESSOR nor the LESSEE shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvement of which the leased premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either the LESSOR or the LESSEE or by any of their respective agents, servants or employees. It is the intention and agreement of the LESSOR and the LESSEE that the rentals reserved by this Lease have been fixed in contemplation that each party shall fully provide its own insurance protection at its own expense, and that each party shall look to its respective insurance carriers for reimbursement of any such loss, and, further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the LESSOR nor the LESSEE shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

## **13. EMINENT DOMAIN:**

In the case of the condemnation or appropriation of all or any substantial part of the demised premises by any public or private corporation under the laws of eminent domain, this Lease may be terminated at the option of either party hereto on twenty (20) days' written notice to the other and in that case the LESSEE shall not be liable for any rent after the date of the LESSEE's removal from the premises.

## **14. DELIVERING OF PREMISES ON TERMINATION:**

At the expiration of this Lease term or upon any sooner termination thereof, the LESSEE will quit and deliver up the leased premises and all future erections or additions to or upon the same, broom-clean, to the LESSOR or those having the LESSOR's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone expected, as the same are now in or hereafter may be put in by the LESSOR.

**15. ATTACHMENT, BANKRUPT, DEFAULT:**

PROVIDED, ALWAYS, and these presents are upon these conditions, that (1) if the LESSEE shall be in arrears in the payment of the rent for a period of ten (10) days after the same becomes due, or (2) if the LESSEE shall fail or neglect to do, keep, perform, or observe any of the covenants and agreements contained herein on the LESSEE's part to be done, kept, performed and observed, and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to the LESSEE, or (3) if the LESSEE shall be declared bankrupt or insolvent according to law, or (4) if any assignment of the leased premises, then and in either or any of such cases or events, the LESSOR or those having the LESSOR's estate in the premises, may terminate this Lease, and, lawfully, at its option immediately or at any time thereafter, without demand or notice, may enter into and upon the demised premises and every part thereof and repossess the same as the LESSOR's former estate, and expel the LESSEE and those claiming by, through and under the LESSEE and remove the LESSEE's effects at the LESSEE's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

**16. HOLDING OVER:**

In the event the LESSEE for any reason shall hold over after the expiration of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create a tenancy from month to month which may be terminated at will at any time by the LESSOR.

**17. ATTORNEY FEES AND COURT COSTS:**

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this Lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay such a sum as the trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in such or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as the prevailing party's attorney fees on such appeal. The LESSEE agrees to pay and discharge all the LESSOR's costs and expenses, including the LESSOR's reasonable attorney fees that shall arise from enforcing any provision or covenant of this Lease even though no suit or action is instituted.

**18. Waiver:**

Any waiver by the LESSOR of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the LESSOR from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

**19. NOTICES:**

Any notices required by the terms of this Lease to be given by one party hereto the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the United States mail, registered or certified, with postage fully prepaid, and if intended for the LESSEE herein then addressed to the LESSOR at:

City of Warrenton  
PO Box 250/225 S. Main  
Warrenton, Or 97146

And if intended for the LESSEE at:

Any such notice shall be deemed conclusively to have been delivered to the addresses thereof 48 hours after the deposit thereof in the United States mail, registered or certified.

**20. HEIRS AND ASSIGNS:**

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, personal representatives, successors and, so far as this lease is assignable by the terms hereof, to the assigns of such parties.

**21. TERMINATION OF LEASE BY LESSEE:**

This lease can be cancelled upon giving the LESSOR sixty (60) days written notice.

**IN WITNESS WHEREOF**, the respective parties have executed this instrument in duplicate on this, the day and the year first above written, any corporation signatures being by authority of its Board of Directors.

LESSOR:

By: \_\_\_\_\_  
City of Warrenton

LESSEE:

By: \_\_\_\_\_  
VFW Post/Auxiliary #10580



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Linda Engbretson, City Manager *LE*  
DATE: July 26, 2022  
SUBJ: VFW Lease

### SUMMARY

The City Commission authorized the transfer of the old Hammond Town Hall/Warrenton Community Library to the VFW Post #10580/Auxiliary. We are working through the legal process to separate the building from the underlying land ownership. We are proposing a lease to allow the VFW to begin using the building and transferring utilities, etc., as the land partition will take some time to complete. The proposed lease is currently in legal review. I have attached a draft.

### RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the Mayor's signature on the lease with VFW Post #10580/Auxiliary for the old Hammond Town Hall for \$1.00 a year, pending final approval of the lease documents by legal counsel."

### ALTERNATIVE

Other action as deemed appropriate by the City Commission.

### FISCAL IMPACT

N/A



Lease

**THIS INDENTURE OF LEASE**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between The City of Warrenton, hereinafter called LESSOR and The VFW Post/Auxiliary #10580, herein called the LESSEE;

CIRCUMSTANCES:

In consideration of the covenants, agreements and stipulations herein contained on the part of the LESSEE to be paid, kept and faithfully performed, the LESSOR does hereby lease, demise and let unto the LESSEE those certain premises, AS IS, situated in the City of Warrenton, County of Clatsop, and State of Oregon, know and described as follows:

TAX LOT: 3300, MAP 8 10 05 DC

TAX ID NO: 28632

Also Known As: 861 Pacific Drive, Hammond, Or 97121

To have and to hold the above described premises unto the LESSEE for a period of time commencing with the \_\_\_ day of \_\_\_\_, 20\_\_, ~~and ending at midnight the \_\_\_\_ of \_\_\_\_\_, 20\_\_~~, at and for a rental of \$1 per year for each of the term of agreement, payable at:

City of Warrenton  
Accounts Payable  
PO Box 250/225 S. Main Avenue  
Warrenton, OR 97146

**1. LESSEE'S ACCEPTANCE OF LEASE:**

The LESSEE accepts this letting and agrees to pay the LESSOR the rentals above stated for the full term of this Lease, in advance, at the time and in the manner aforesaid.

**2. USE OF THE PREMISES:**

2.1 The LESSEE shall use the demised premises during the term of this Lease for the conduct of the following business: VFW Post/Auxiliary #10580 membership lodge, meeting space for veterans, cub scouts, and other such service that meets zoning (CMU Mixed Use Commercial) and building code requirements. For the future use of this space as any type of meeting hall or assembly occupancy would require that the occupant load not exceed 49 people, allowing the occupancy to remain a B- Business occupancy.

- 2.2 The LESSEE will not make any unlawful, improper or offensive use of the premises.
- 2.3 The LESSEE shall comply at the LESSEE's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of the leased premises.

### **3. UTILITIES**

The LESSEE shall pay for all heat, light, water, power and other services or utilities used in the above demised premises during the term of this Lease.

### **4. REPAIRS AND IMPROVEMENTS:**

- 4.1 The LESSOR shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this Lease. LESSEE hereby agrees to maintain and keep the leased premises including all interior and exterior doors in good order and repair during the entire term of this lease at the LESSEE's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof.

### **5. LESSOR'S RIGHT OF ENTRY**

It shall be lawful for the LESSOR, its agents or representatives, at any reasonable time to enter into or upon the demised premises for the purpose of examining into the condition thereof, or any other lawful purpose.

### **6. RIGHT OF ASSIGNMENT:**

The LESSEE will not assign, transfer, pledge, hypothecate, surrender or dispose of this Lease, or any interest herein, or permit any other person or persons whomsoever to occupy the demised premises without the written consent of the LESSOR being first obtained in writing; this Lease is personal to the LESSEE; the LESSEE's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the LESSEE, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the LESSEE, or in any other manner, except as above mentioned.

### **7. LIENS:**

The LESSEE will not permit any lien of any kind, type or description to be placed or imposed upon the building in which the leased premises are situated, or any part thereof, or the real estate on which it stands.

### **8. TAXES**

The LESSEE shall pay all real property and personal property taxes levied on the property when payable.

#### **9. LIABILITY INSURANCE:**

The LESSEE further agrees at all times during the term hereof, to maintain, keep in effect, furnish and deliver to the LESSOR liability insurance policies in form and with an insurer satisfactory to the LESSOR, insuring both the LESSOR and the LESSEE against all liability for damages to person or property in or about the leased premises; the amount of the liability insurance shall be a combined single limit of liability insurance shall be a combined single limit of liability for bodily injury and property damage or \$1,000,000.00 per occurrence, with a general aggregate limitation of not less than \$2,000,000.00. The LESSEE agrees to and shall indemnify and hold the LESSOR harmless against any and all claims and demands arising from the negligence of the LESSEE, her officers, agents, invitees and/or employees, as well as those arising from the LESSEE's failure to comply with any covenant of this Lease on her part to be performed, and shall at her own expense defend the LESSOR against any and all suits or actions arising out of such negligence, actual or alleged and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the LESSOR in any such suit or action.

#### **10. FIXTURES**

All partitions, plumbing, electrical wiring, permanent additions to or improvements upon the leased premises, whether installed by the LESSOR or the LESSEE, shall be and become part of the building as soon as installed and the property of the LESSOR unless otherwise herein provided.

#### **11. DAMAGE BY CASUALTY, FIRE AND DUTY TO REPAIR:**

In the event of the destruction of the building in which the leased premises are located by fire or other casualty, either party hereto may terminate the Lease as of the date of the fire or casualty, provided, however, that in the event of damage to the building by fire or other casualty to the extent of FIFTY PERCENT (50%) or more of the sound value of the building, the LESSOR may or may not elect to repair the building; written notice of the LESSOR's election shall be given to the LESSEE within fifteen (15) days after the occurrence of the damage; if the notice is not so given, the LESSOR conclusively shall be deemed to have elected not to repair; in the event the LESSOR elects not to repair the building, then and in that event, this Lease shall terminate with the date of the damage; but, if the building in which the leased premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than the extent and the LESSOR elects to repair, as aforesaid, then the LESSOR shall repair the building with all convenient speed and shall have the right to take possession of an occupy, to the exclusion of the LESSEE, all or any part of the building in order to make the necessary repairs, and the LESSEE hereby agrees to vacate

upon request, all or any part of the building which the LESSOR may require for the purposes of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such as abatement of rent as the nature of the injury or damage and its interference with the occupancy of the leased premises by the LESSEE shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by the LESSEE, then there shall be no abatement of rent and the LESSOR shall repair the damage with all convenient speed.

## **12. WAIVER OF SUBROGATION RIGHTS:**

Neither the LESSOR nor the LESSEE shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvement of which the leased premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either the LESSOR or the LESSEE or by any of their respective agents, servants or employees. It is the intention and agreement of the LESSOR and the LESSEE that the rentals reserved by this Lease have been fixed in contemplation that each party shall fully provide its own insurance protection at its own expense, and that each party shall look to its respective insurance carriers for reimbursement of any such loss, and, further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the LESSOR nor the LESSEE shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

## **13. EMINENT DOMAIN:**

In the case of the condemnation or appropriation of all or any substantial part of the demised premises by any public or private corporation under the laws of eminent domain, this Lease may be terminated at the option of either party hereto on twenty (20) days' written notice to the other and in that case the LESSEE shall not be liable for any rent after the date of the LESSEE's removal from the premises.

## **14. DELIVERING OF PREMISES ON TERMINATION:**

At the expiration of this Lease term or upon any sooner termination thereof, the LESSEE will quit and deliver up the leased premises and all future erections or additions to or upon the same, broom-clean, to the LESSOR or those having the LESSOR's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone expected, as the same are now in or hereafter may be put in by the LESSOR.

**15. ATTACHMENT, BANKRUPT, DEFAULT:**

PROVIDED, ALWAYS, and these presents are upon these conditions, that (1) if the LESSEE shall be in arrears in the payment of the rent for a period of ten (10) days after the same becomes due, or (2) if the LESSEE shall fail or neglect to do, keep, perform, or observe any of the covenants and agreements contained herein on the LESSEE's part to be done, kept, performed and observed, and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to the LESSEE, or (3) if the LESSEE shall be declared bankrupt or insolvent according to law, or (4) if any assignment of the leased premises, then and in either or any of such cases or events, the LESSOR or those having the LESSOR's estate in the premises, may terminate this Lease, and, lawfully, at its option immediately or at any time thereafter, without demand or notice, may enter into and upon the demised premises and every part thereof and repossess the same as the LESSOR's former estate, and expel the LESSEE and those claiming by, through and under the LESSEE and remove the LESSEE's effects at the LESSEE's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

**16. HOLDING OVER:**

In the event the LESSEE for any reason shall hold over after the expiration of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create a tenancy from month to month which may be terminated at will at any time by the LESSOR.

**17. ATTORNEY FEES AND COURT COSTS:**

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this Lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay such a sum as the trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in such or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as the prevailing party's attorney fees on such appeal. The LESSEE agrees to pay and discharge all the LESSOR' costs and expenses, including the LESSOR's reasonable attorney fees that shall arise from enforcing any provision or covenant of this Lease even though no suit or action is instituted.

**18. Waiver:**

Any waiver by the LESSOR of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the LESSOR from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

**19. NOTICES:**

Any notices required by the terms of this Lease to be given by one party hereto the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the United States mail, registered or certified, with postage fully prepaid, and if intended for the LESSEE herein then addressed to the LESSOR at:

City of Warrenton  
PO Box 250/225 S. Main  
Warrenton, Or 97146

And if intended for the LESSEE at:

Any such notice shall be deemed conclusively to have been delivered to the addresses thereof 48 hours after the deposit thereof in the United States mail, registered or certified.

**20. HEIRS AND ASSIGNS:**

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, personal representatives, successors and, so far as this lease is assignable by the terms hereof, to the assigns of such parties.

**21. TERMINATION OF LEASE BY LESSEE:**

This lease can be cancelled upon giving the LESSOR sixty (60) days written notice.

**IN WITNESS WHEREOF**, the respective parties have executed this instrument in duplicate on this, the day and the year first above written, any corporation signatures being by authority of its Board of Directors.

LESSOR:

By: \_\_\_\_\_  
City of Warrenton

LESSEE:

By: \_\_\_\_\_  
VFW Post/Auxiliary #10580



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Dawne Shaw, City Recorder  
DATE: July 26, 2022  
SUBJ: League of Oregon Cities Legislative Priorities - 2023

### SUMMARY

The attached information was received from the League of Oregon Cities to assist them in preparing a pro-active legislative agenda for the 2023 session. The League would like the City to recommend its top 4 priorities. The attached provides background on each legislative issue.

### RECOMMENDATION/SUGGESTED MOTION

As directed by the Commission.

### ALTERNATIVE

N/A

### FISCAL IMPACT

N/A

Approved by City Manager:

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





## **2023 Legislative Priorities Ballot**

*Issued on June 10, 2022*

*Ballots due by 5:00 p.m. on August 5, 2022*

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## 2023 Legislative Priorities Ballot – League of Oregon Cities

**Background:** Each even-numbered year the LOC appoints members to serve on 7 policy committees. These policy committees are the foundation of the LOC's policy development process. Composed of city officials, these committees are charged with analyzing policy and technical issues and recommending positions and strategies for the LOC. Each committee provides a list of recommended policy positions and actions for the LOC to take in the coming two year legislative cycle. This year, all 7 committees identified between 3 to 5 legislative policy priorities to advance to the full membership and LOC Board of Directors.

**Ballot/Voting Process:** Each city is being asked to review the recommendations from the 7 policy committees and provide input to the LOC Board of Directors as it prepares to adopt the LOC's 2023 legislative agenda. After your city has had an opportunity to review the proposals, please complete the electronic ballot indicating the top 5 issues that your city would like to see the LOC focus on during the 2023 legislative session.

Each city is permitted one vote. As such, each city must designate a person to enter the vote electronically on the below link. For those cities without electronic options for voting, paper ballots may be requested from LOC's Legislative Director Jim McCauley at [jmccauley@orcities.org](mailto:jmccauley@orcities.org).

**Important Deadlines:** The deadline for submitting your city's vote is **5:00 p.m. on August 5, 2022.**

**Ballots were emailed to the CAO of each city. If your city didn't receive the ballot, please email Jim McCauley at [jmccauley@orcities.org](mailto:jmccauley@orcities.org).**

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## Brought to you by the Community Development Policy Committee

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### Full Funding and Alignment for State Land Use Initiatives

**Legislative Recommendation:** *The LOC will support legislation to streamline and fully fund local implementation of any recently adopted or proposed state land use planning requirements, including administrative rulemaking.*

**Background:** Recent legislation and executive orders have made significant changes to the state's land use planning process, including increasing burdens for local government. While the LOC shares the state's policy goals, these updates have resulted in extensive, continuous, and sometimes conflicting rulemaking efforts that are not supported by adequate state funding. Cities simply do not have the staff capacity or resources needed to implement current requirements. Existing planning updates should be streamlined to enable simpler, less costly implementation and any new proposals should be aligned with existing requirements.

### Local Funding to Address Homelessness

**Legislative Recommendation:** *The LOC will seek funding to support coordinated, local responses to addressing homelessness.*

**Background:** The LOC recognizes that to end homelessness, a statewide and community-based coordination approach to delivering services, housing, and programs is needed. Addressing homelessness will look different and involve different service provider partners from one city to the next, but one thing is consistent, addressing the crisis requires significant financial resources. While cities across Oregon have developed programs, expanded service efforts, built regional partnerships, and have significantly invested both their local General Fund and federal CARES Act and American Rescue Plan Act dollars into programs to address the homelessness crisis in their respective communities, the crisis continues. The homelessness crisis exceeds each city's individual capacity – necessitating the need for meaningful fiscal support from the State of Oregon.

### Infrastructure Funding to Support Needed Housing

**Legislative Concept:** *The LOC will support state funding for infrastructure needed to support needed housing.*

**Background:** As Oregon works to overcome its historic housing supply deficit, development costs continue to rise. Cities have limited tools to address the rising costs of infrastructure necessary to support the impact of new housing development. A statewide fund to address infrastructure costs and improve housing affordability is needed.

### Economic Development Incentives (co-sponsor with Tax and Finance Committee)

**Legislative Recommendation:** *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP).*

**Background:** The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new property of a business (3 to 5 years for the standard EZ and 7 to 15 years for the rural EZ). The SIP program allows local governments to offer a 15-year

partial exemption on the value of new property that exceeds a certain investment threshold (\$25 million to \$100 million depending on location and total project value). Recent studies by Business Oregon confirmed what city economic development professionals knew; these incentive programs are crucial for Oregon to remain competitive nationally and show massive benefits to Oregon in terms of jobs, enhanced economic activity, and tax revenues. The EZ and LTREZ programs will sunset in 2025 without action by the legislature, and “gain share” provisions of the SIP program transferring a portion of income taxes resulting from qualified projects to local governments will sunset in 2026. The LOC will advocate for sunset extensions and for changes that will improve the programs, and advocate against any changes that will reduce local control or devalue the incentives.

### **Community Resiliency and Wildfire Planning**

**Legislative Recommendation:** *The LOC will support investments for climate and wildfire resiliency planning, as well as infrastructure upgrades, to fill existing gaps and assist cities in planning for extreme weather events and wildfire.*

**Background:** Oregon communities are increasingly looking for help planning for climate change impacts, including infrastructure upgrades, to handle extreme weather events. Cities of all sizes, especially small to mid-sized cities, need technical assistance and additional capacity to better plan for and recover from climate events and wildfire. Investments in infrastructure upgrades, repairs, and resiliency will help rebuild communities, better ensure equity and access to critical services, protect public health and the environment, improve community resiliency, and promote economic recovery.

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## **Brought to you by the General Government Policy Committee**

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### **Protecting Public Employees and Officials**

**Legislative Recommendation:** *The LOC will introduce legislation to protect the personal contact information of public employees and increase criminal sanctions when public officials and employees are subject to criminal activity connected to their service.*

**Background:** Cities have seen an increase in harassments, threats and property damage in recent years. Over 80 percent of city leaders who participated in a National League of Cities [report](#) on public civility indicated they had personally experienced harassing or harmful behavior because of their role as a public official. Additionally, an ambiguity in the phrasing in a statute intended to protect the private information of public employees may require an employer to release home addresses, personal emails and contact information.

### **Return to Work**

**Legislative Recommendation:** *Eliminate the sunset on the ability of retirees to return to work.*

**Background:** PERS covered retirees are currently allowed to return to work without suffering a tax or pension penalty until 2024. Allowing retirees to return to work allows employers to fill critical vacancies while not paying pension and other costs in times of both fiscal hardships and workforce scarcity. The sunset was established as part of a compromise PERS reform package passed in 2017 but has been successful for retirees and employers.

### Attorney Client Privilege

**Legislative Recommendation:** *Ensure that privileged communications between public bodies and officials and their legal counsel remain confidential indefinitely.*

**Background:** A recent court ruling limited public sector attorney client privilege to 25 years, which is identical to the lifespan of other public records exemptions. The LOC believes that public officials should have the same right to unimpeded legal counsel as all other attorney clients.

### Address Measure 110 Shortcomings

**Legislative Recommendation:** *Restore criminal justice incentives for seeking treatment for addiction while ensuring a path for expungement for successfully completing a treatment program.*

**Background:** Oregon voters passed Measure 110 in 2020 which eliminated criminal sanctions for simple possession for most narcotic drugs and replaced them with a waivable \$100 ticket. A citation cannot be issued if a person seeks treatment by calling a treatment referral service. The measure also re-dedicated local marijuana revenue to harm reductions services. Those funds are now pooled and distributed by an oversight and accountability committee. Oregon's overdose deaths continue to increase and funds that should have been distributed in January of 2021 are still not delivered. Additionally, problems related to drug abuse such as property crime have increased.

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## Brought to you by the Energy and Environment Policy Committee

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### Building Decarbonization, Efficiency, and Modernization

**Legislative Recommendation:** *The LOC will support legislation to protect against and rollback preemptions to allow local governments to reduce greenhouse gas emissions from new and existing buildings while ensuring reliability and affordability. Some initiatives may include a local option Reach Code, statewide home energy scoring or financial incentives like [CPACE](#).*

**Background:** Homes and commercial buildings need a lot of power. In fact, they consume nearly half of all the energy used in Oregon according to the Oregon Department of Energy 2020 Biennial Energy Report. Existing buildings need to be retrofitted and modernized to become more resilient and efficient. New buildings can be built with energy efficiency and energy capacity in mind, so they last longer for years to come, reduce the energy burden on occupants, and are built to a standard that is futureproof for carbon reducing technologies like electric vehicles

### Continue Investments in Renewable Energy

**Legislative Recommendation:** *The LOC will work to identify barriers and potential solutions to local energy generation and will pursue funding assistance for feasibility studies and project implementation. The LOC will support legislation to study and invest in viable, preferably locally generated, options and to divest the Oregon Treasury from fossil fuels.*

**Background:** Renewable energy sources can be used to produce electricity with fewer environmental impacts. Local energy generation projects can better position cities to pursue and achieve local climate action goals, address capacity constraints of existing electric transmission lines, and can help cities respond to individual businesses that may be seeking green energy options. The types of local energy generation projects discussed by the committee include, but are not limited to, small-scale hydropower, in-conduit hydropower, methane capture, biomass and solar. Such projects are not intended to conflict

with existing low-carbon power purchase agreements but can position cities to pursue local climate action goals and supplement energy needs through renewable generation.

### Investment in Community Climate Planning Resources

**Legislative Recommendation:** *The LOC will support investments that bring climate services (for mitigation and adaptation) together and work to fill the existing gaps to help communities get the high-quality climate assistance they need quickly and effectively.*

**Background:** Oregon communities are increasingly looking for help planning for climate change impacts and implementing programs to reduce greenhouse gases. Interest in climate services has continued as communities experience increasing disruptions caused or made worse by climate change. Oregon's small to mid-sized communities and rural communities are particularly in need of both technical assistance and additional capacity to address climate impacts and do their part to reduce greenhouse gas emissions. While some climate resources exist in Oregon, those programs are dispersed throughout state government, the nonprofit world, and academic institutions. Because of this current structure, it is not clear for communities what they should do once they decide to act on climate change.

### Adequate Funding for State Climate Initiatives

**Legislative Recommendation:** *The LOC will support legislation to streamline processes and fully fund local implementation of climate mandates (like [Climate Friendly and Equity Communities](#) rules) from the state. Furthermore, the LOC will support legislation that allows the state to adequately maintain and staff programs that impact a city's ability to reduce greenhouse gas emissions.*

**Background:** On March 10, 2020, Governor Kate Brown signed [Executive Order 20-04](#) directing state agencies to take action to reduce and regulate greenhouse gas emissions. Additionally, the state has legislatively passed many greenhouse gas reduction measures. This has led to some unfunded mandates on cities as well as a significant workload for agency staff.

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**Brought to you by the Finance and Taxation Policy Committee**

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### Property Tax Reform

**Legislative Recommendation:** *The LOC will advocate for constitutional and statutory reforms to the property tax system to enhance local choice, equity, fairness, and adequacy.*

**Background:** The property tax system is broken and in need of repair due to constitutional provisions in Measures 5 and 50 that were adopted by voters in the 1990s. The current system is inequitable to property owners and jurisdictions alike, is often inadequate to allow jurisdictions to provide critical services, removes meaningful local choice, and is incomprehensible to most taxpayers. Local governments and schools rely heavily on property tax revenues to pay for services and capital expenses. With federal pandemic aid to cities coming to an end and inflation looming, cities are concerned that their top revenue source will not allow residents to adequately fund the services that they demand. Therefore, the LOC will take a leadership role in pursuing efforts to draft and advocate for both comprehensive and incremental property tax reform option packages, including forming coalitions with other interested parties. The LOC will remain flexible to support all legislation that improves the system, but will, in the short term, focus on incremental changes that will allow for a foundation on which to build for broader revisions going forward. The LOC's overall focus will be on a property tax package that includes, but may not be limited to these elements:

- In the short term, advocating for a system that restores local choice and allows voters to adopt tax levies and establish tax rates outside of current limits and not subject to compression. This may also include advocating for a local option levy that has passed three or more times to become permanent (requires constitutional referral).
- Also in the short term, advocating for statutory changes to extend statewide a 2017 Multnomah County pilot that created an option that new property has a taxable value determined based on the city average of maximum assessed value to market value as opposed to countywide average.
- Over the longer term, to achieve equity, advocating for a system that has taxpayers' relative share tied to the value of their property, rather than the complex and increasingly arbitrary valuation system based on assessed value from Measure 50 (requires constitutional referral).
- Also over the longer term, to enhance fairness and adequacy, advocating for various statutory changes, some of which would adjust the impact of the above changes. For example, as a part of comprehensive reform the LOC will support targeted tax relief for lower income residents to make sure reform does not price vulnerable residents out of their homes.

### **Lodging Tax Flexibility**

**Legislative Recommendation:** *The LOC will advocate for legislation to enhance flexibility in how cities may use transient lodging tax revenues. The goal is to help cities better serve visitors and improve local conditions that support the tourism industry.*

**Background:** The Legislature created the *state* lodging tax in 2003, and with it a new requirement that 70% of net revenues from new or increased *local* lodging taxes must be used for “tourism promotion” or “tourism related facilities.” Cities acknowledge and appreciate the economic development benefits that tourism brings to their local economies, but often struggle to support the industry in areas like public safety, infrastructure, workforce housing, and homeless services. Enhanced flexibility and clarification of allowed use of funds will benefit both visitors and business owners alike.

### **Economic Development Incentives (co-sponsor with the Community Development Committee)**

**Legislative Recommendation:** *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP).*

**Background:** The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new property of a business (3 to 5 years for the standard EZ and 7 to 15 years for the rural EZ). The SIP program allows local governments to offer a 15-year partial exemption on the value of new property that exceeds a certain investment threshold (\$25 million to \$100 million depending on location and total project value). Recent studies by Business Oregon confirmed what city economic development professionals know; these incentive programs are crucial for Oregon to remain competitive nationally and show massive benefits to Oregon in terms of jobs, enhanced economic activity, and tax revenues. The EZ and LTREZ programs will sunset in 2025 without action by the legislature, and “gain share” provisions of the SIP program transferring a portion of income taxes resulting from qualified projects to local governments will sunset in 2026. The LOC will advocate for sunset extensions and for changes that will improve the programs, and advocate against any changes that will reduce local control or devalue the incentives.

### **Marijuana Taxes**

**Legislative Recommendation:** *The LOC will continue to advocate for increased revenues from marijuana taxes. This may include proposals to restore state marijuana tax losses related to Measure 110 (2020) distribution changes, and to increase the current 3% cap on local marijuana taxes so local voters may choose a rate that reflects the needs of their community.*



**Background:** Recreational marijuana retailers are required to charge a state-imposed retail sales tax of 17 percent for all recreational marijuana sold. Until the end of 2020 cities received 10% of the net revenue from the state tax but Measure 110 changed the distribution formula and will reduce city distributions by an estimated 73% for the 2021-23 biennium. Cities may also impose a local retail sales tax of up to 3%, subject to voter approval. Tax rates for recreational marijuana vary widely across the states, but the total Oregon tax burden is 20-25% percent below other West Coast states. Unbiased academic studies indicate Oregon could increase marijuana taxes without pushing significant business to the illicit market. If the Legislature is not willing to allow increased taxes it should restore city revenues by other means back to what was agreed to when recreation marijuana was legalized.

### Alcohol Revenues

**Legislative Recommendation:** *The LOC will advocate for enhanced revenues from the sale of alcohol to mitigate the impact of recent legislative changes that will otherwise reduce this crucial revenue source.*

**Background:** Oregon's beer tax has not been increased since 1978 and is \$2.60 per barrel which equates to about 8.4 cents per gallon or less than 5 cents on a six-pack. Oregon has the lowest beer tax in the country, and to get to the middle of the states Oregon would need a more than 10-fold increase. Oregon's wine tax is 67 cents per gallon and 77 cents per gallon on dessert wines, this is the second lowest tax nationwide, and the first 2 cents of the tax goes to the wine board. Oregon is a control state and is the sole importer and distributor of liquor, which accounts for about 94% of total alcohol revenues. The Oregon Liquor and Cannabis Commission (OLCC) sets retail prices at about 105% of their cost and net revenues are distributed based on a formula. Cities are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% of the state alcohol revenues after the state takes 50% of beer and wine taxes off the top prior to this distribution. Recent legislative changes will reduce city revenues; the legislature approved a more generous compensation formula for liquor store owners in 2021 and approved a 148% cost increase for a planned OLCC warehouse in 2022. Both changes will reduce distributions to cities. Cities have significant public safety costs related to alcohol consumption and taxes on alcohol do not cover their fair share of these costs. There are numerous ways to address the issue: increasing taxes on beer or wine (possibly through a local sales tax option), increasing the markup on liquor, or increasing the per bottle surcharge currently in place at liquor stores and dedicating the funds to paying for the planned OLCC warehouse.

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**Brought to you by the Telecommunications, Broadband Policy Committee**

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### Digital Equity and Inclusion

**Legislative Recommendation:** *The LOC will advocate for legislation and policies that help all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy.*

**Background:** Connectivity is crucial to modern life. It is being relied on more for how people do business, learn, and receive important services like healthcare. As technology evolved the digital divide has become more complex and nuanced. Now, discussion of the digital divide is framed in terms of whether a population has access to hardware, to the Internet, to viable connection speeds and to the skills they need to effectively use it.

## **Resilient, Futureproof Broadband Infrastructure and Planning Investment**

**Legislative Recommendation:** *The LOC will support legislation that will ensure broadband systems are built resiliently and futureproofed while also advocating for resources to help cities with broadband planning and technical assistance through direct grants and staff resources at the state level. The LOC will support legislation that addresses issues with the inconsistency of regulations applied to traditional and nontraditional telecommunications service as more entities move to a network based approach instead of what services are being provided. LOC will oppose any preemptions on local rights-of-ways, and municipalities right to own poles and become broadband service providers.*

### **Background:**

#### Broadband Planning and Technical Assistance

Most state and federal broadband infrastructure funding sources require that communities have a broadband strategic plan in place to qualify for funds. Unfortunately, many cities do not have the resources or staff capacity to complete comprehensive broadband strategic plans.

#### Resilient and Long-Term Systems

As broadband is continually being made a priority on the state and federal level, we must think strategically about how to build resilient long-term networks that will serve Oregonians now and into the future. Ways to ensure broadband is resilient may include investing in robust middle mile connections, ensuring redundancy and multiple providers in all areas, and undergrounding fiber instead of hanging it on poles.

#### Optional Local Incentives to Increase Broadband Deployment

All levels of government have identified broadband as a priority. However, there continue to be proposed mandates on local governments to deploy broadband services more quickly. Cities have a duty to manage rights-of-ways (ROW) on behalf of the public and need flexibility to adequately manage the ROW. Instead of mandates the state should focus its efforts on allowing cities the option to adopt incentives that could help streamline broadband deployment.

#### Regulatory Consistency Amidst Convergence

Historically, the standards and oversight policies for a specific technology were established independently and were not developed with merging or interoperability in mind. For example, telephony (when providing voice), cable TV (when providing video), and mobile cellular technologies each follow their respective standards, and these services were regulated by policies specific to each type.

## **Incentives for Broadband Affordability, Adoption and Consumer Protections**

**Legislative Recommendation:** *The LOC will seek additional state support and funding for increased broadband adoption and affordability and will advocate for consumer protections for those accessing the internet, internet enabled devices and broadband service.*

**Background:** Broadband infrastructure is being funded at a historic level. For that infrastructure to be adequately utilized affordability and adoption initiatives must receive investment. Initiatives that would help could include studying barriers to adoptions and affordability; ensuring adequate competition in providers; investing in more data centers statewide so service is cheaper for regions outside of the I-5 corridor as it is simply more expensive per megabit to provide; and ensuring providers are widely advertising programs meant for those with limited means.

Additionally, problems with internet providers are among the most common consumer complaints in Oregon. Complaints often involve paying more than expected, difficult cancellation policies and poor service. Consumers are at risk of being advertised or offered services that are not actually being delivered. For example, 25/3 is the current definition of broadband. Currently, providers are allowed to advertise

speeds as “up to” 25/3 or a certain speed. There is no one enforcing whether or not providers actually hit their advertised speeds. Providers should be accountable for making sure consumers have the appropriate equipment for the services they are paying for.

### Cybersecurity & Privacy

**Legislative Recommendation:** *The LOC will support legislation that addresses privacy and cybersecurity for all that use technology, including but not limited to: funding for local government cybersecurity initiatives, statewide resources for cyber professionals, regulations of data privacy, or standards for software/hardware developers to meet to make their products more secure.*

**Background:** Society is becoming more technologically reliant than ever before and that will only increase. With this increase of technology there is an increased risk for cybercrimes. Therefore, cybersecurity and privacy systems must be taken seriously. Cybersecurity encompasses everything that pertains to protecting sensitive data, protected health information, personal information, intellectual property, data, and governmental and industry information systems from theft and damage attempted by criminals and adversaries.

Cybersecurity risk is increasing, not only because of global connectivity but also because of the reliance on cloud services to store sensitive data and personal information. Widespread poor configuration of cloud services paired with increasingly sophisticated cyber criminals means the risk that governments, businesses, organizations, and consumers suffer from a successful cyberattack or data breach is on the rise.

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## Brought to you by the Transportation Policy Committee

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### Transportation Safety Enhancement

**Legislative Recommendation:** *The LOC supports legislation that improves the overall safety of the transportation network in communities. The LOC will achieve this outcome by expanding authority for establishing fixed photo radar to all cities, increasing flexibility for local speed setting authority, and increased investment in the “safe routes to schools” and expansion of the “great streets” programs.*

**Background:** The City of Portland has demonstrated improved safety outcomes in neighborhoods with the addition of fixed photo radar along high-crash corridors. LOC’s efforts to expand the use of fixed photo radar to additional cities failed during the 2021 Session. ([HB 2019](#) - High Crash Corridor for City of Unity) and ([HB 2530](#) -Extending Fixed Photo Radar) were supported by the LOC, but lacked sufficient support from legislators to advance.

During the 2019 Session the LOC supported [SB 558](#), which would authorize a city to designate speed for a highway under the city’s jurisdiction that is five miles per hour lower than statutory speed when the highway is in a residential district and not an arterial highway. During the 2021 Session passage of [HB 3055](#) (Sect 81 (5)(g)) extended speed setting authority to highways within the jurisdictional boundaries of cities and Multnomah & Clackamas counties.

### Road User Fee – Vehicle Miles Traveled (VMT) Structure

**Legislative Recommendation:** *The LOC will support replacement of Oregon’s Gas Tax with a road impact fee structure that will capture added revenue from cities with local gas tax structure. The pricing structure should also maintain a weight-mile tax structure to make sure that there is an impact element of the fees paid for transportation infrastructure.*

**Background:** The LOC has historically advocated for a fee structure that more closely matches road usage. Gas tax revenues are a declining source of revenue due to enhanced mileage in new vehicles and the increase of electric vehicles on roads.

### New Mobility Services

**Legislative Recommendation:** *The LOC supports the entry and utilization of a variety of new mobility services that support a safe, sustainable, and equitable multimodal transportation system, while preserving local government’s authority to regulate services and ensure public and consumer safety in communities.*

**Background:** The expansion of mobility services presents local governments with opportunities and challenges. Mobility services include Uber, Lyft, scooters, E-bikes, and food service delivery such as DoorDash, and UberEATS. Many cities across the country have initiated efforts to add regulatory oversight of these services to provide a base level of safety to consumers. Companies such as Uber and Lyft have tried to de-regulate their business model in states specifically introducing legislation that would pre-empt local governments to regulate and establish steps that protect their respective communities. The LOC has supported efforts during the 2019 session such as [HB 3379](#) and opposed efforts that pre-empted local governments such as HB 3023.

### Funding for Recovery of Abandoned Recreational Vehicles

**Legislative Recommendation:** *The LOC supports the formation of a recovery fund that cities could access for disposing of abandoned Recreational Vehicles (RV).*

**Background:** With the ongoing houseless and affordable housing crisis cities have experienced an increase in dumping of vehicles and RVs in neighborhoods, streets and the right-of-way. The costs associated with towing, recovery, and determining ownership has presented significant costs in some communities. Several cities are allocating hundreds of thousands of dollars to recover abandoned vehicles from streets, parks, private property, and other locations. Tow companies have expressed an interest in a recovery fund as well, since the companies must deal with storage and disposal of the vehicles, which presents several challenges.

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**Brought to you by the Water and Wastewater Policy Committee**

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### Water Utility Rate and Fund Assistance

**Legislative Recommendation:** *The LOC will collaborate with members of the bipartisan work group to continue the proposed legislative purpose of the Low-Income Household Water Assistance (LIHWA) program.*

**Background:** The LOC was successful during the 2021 legislative session in advocating for the development of a new water utility funding assistance program for ratepayers experiencing ongoing or recent economic hardships. The LOC worked with a bipartisan work group to pass legislation that formed the Low-Income Household Water Assistance (LIHWA) program which received federal funding for the

initial implementation through the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act (ARPA) of 2021. The program was incredibly successful, but the federal funding that was allocated to the State of Oregon was already exhausted in some counties in the Spring of 2022.

The bipartisan workgroup's intent was to make this program a permanent program, with initial pilot funding provided by the federal government.

#### **Place-Based, Water Resource Planning (Program Support)**

**Legislative Recommendation:** *The LOC will advocate for the funding needed to complete existing place-based planning efforts across the state and identify funding to continue the program for communities that require this support.*

**Background:** Oregon's water supply management issues have become exceedingly complex. Lack of adequate water supply and storage capacity to meet existing and future needs is an ongoing concern for many cities in Oregon and is a shared concern for other types of water users including agricultural, environmental, and industrial. The Legislature created a place-based planning pilot program in Oregon administered through the Oregon Water Resources Department that provides a framework and funding for local stakeholders to collaborate and develop solutions to address water needs within a watershed, basin, or groundwater area. The LOC Water & Wastewater Policy Committee recognized that while this funding is limited to specific geographic areas, they also recognized the importance of successfully completing these pilot efforts and conducting a detailed cost/benefit analysis. It is a critical step to demonstrate the benefits of this type of planning. If these local planning efforts prove to be successful, there will likely be future efforts to secure additional funding for other place-based planning projects across the state in 2022.

#### **Infrastructure Financing and Resilience**

**Legislative Recommendation:** *The LOC will advocate for an increase in the state's investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, Regionally Significant Industrial Site loan program, and set asides through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient.*

**Background:** A key issue that most cities are facing is how to fund infrastructure improvements (both to maintain current and to build new). Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. An LOC survey of cities in 2016 identified a need of \$7.6 billion dollars over the next 20 years to cover water and wastewater infrastructure projects for the 120 cities who responded. This shows a significant reinvestment in the Special Public Works Fund (SPWF) is needed to help meet the needs of local governments.



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
 FROM: Linda Engbretson, City Manager *LE*  
 DATE: July 26, 2022  
 SUBJ: Emergency Operations Plan

### SUMMARY

The attached Emergency Operations Plan was updated/completed through a State Homeland Security Program grant through Clatsop County. A consulting firm, Stantec, specializing in this work was engaged through a selective process through the County. They completed both Warrenton and Gearhart's updates. The City's EOP was last adopted in 2010. The current plan does not meet current requirements as a recognized EOP under ORS and OARs. This update provides the framework and is compatible with regulations, plans, and policies as required by law.

There is funding available to complete the required Tabletop Exercise. Chief Workman, Chief Alsbury and Collin Stelzig were involved in various stages over the past year.

### RECOMMENDATION/SUGGESTED MOTION

*I move to adopt the City of Warrenton Emergency Operations Plan, May 2022."*

### ALTERNATIVE

Other action as deemed appropriate by the City Commission.

### FISCAL IMPACT

N/A



**City of Warrenton**

# **Emergency Operations Plan**

## Clatsop County, Oregon

Last Updated: MAY 2022



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# PLAN ADMINISTRATION

The regular update and maintenance of the City of Warrenton (City) Emergency Operations Plan (EOP) is delegated by the City Commissioner to the City Administrator or their designee as Plan Administrator.

Responsibilities of the Plan Administrator include:

- Coordinate regular review and update of the EOP including coordination with Clatsop County Emergency Management.
- Facilitate permission-based access to the EOP and make sure that the most current version is available to City employees, emergency services agency cooperators, and community partners.
- Serve as a primary point of contact questions or feedback on the EOP.
- Coordinate education, training, and exercise efforts designed to build capability to execute the EOP with confidence.

*See Section 8.0, Program Sustainment for additional information on plan maintenance and capability and capacity building efforts related to the EOP.*

## DOCUMENT SECURITY DIRECTIVE

The City of Warrenton (City) Emergency Operations Plan (EOP) is classified as 'For Official Use Only'. It is intended for use by elected officials and city department heads and their senior staff members, emergency management staff, emergency services agency cooperators, and community and private sector partners that support emergency operations.

Though intentionally designed to not be a highly technical document, the EOP should only be used by individuals who have familiarized themselves with the plan and have the authority and appropriate training to implement the procedures it contains or references.

## PLAN DISTRIBUTION

Digital copies of this EOP will be made available to primary agencies identified in this plan and updates will be provided electronically through a shared network, when available. Hard copies will be kept in a secure location for ease of access when electronic copies are not available. Each recipient is responsible for updating their copy of the EOP when changes are received.

Portions of the EOP may be made available to the public to support understanding of how the whole community of partners in the City of Warrenton work together during an emergency and the City reserves the right to redact elements of the EOP that contain



sensitive information in accordance with Oregon public records law (Oregon Revised Statute 192.501).

## **PUBLIC RECORDS LAW**

Portions of the EOP may be made available to the public to support understanding of how the whole community of partners in the City of Warrenton work together during an emergency and the City reserves the right to redact elements of the EOP that contain sensitive information in accordance with Oregon public records law (Oregon Revised Statute [ORS] 192, Records; Public Reports and Meetings) under appropriate exemptions (ORS 192.345).

## **LEGAL DISCLAIMERS**

The EOP does not supersede the Warrenton City Code or any other local, state, or federal law or regulation.

## **GRANT FUNDING AND ELIGIBILITY**

The 2022 update of the EOP was prepared in partnership with Clatsop County Emergency Management with funding accessed through the State Homeland Security Grant Program (SHSP). The SHSP places an emphasis on updating and maintaining a current EOP that follows the guidelines outlined in Comprehensive Preparedness Guide (CPG) 101 v.2.

Agencies receiving SHSP funds to create a plan (e.g., EOP, annex, standard operating procedure) must validate the plan through no less than a tabletop exercise. The exercise must be conducted within the performance period of the grant, be facilitated and documented using the Homeland Security Exercise Evaluation Program (HSEEP) process.

## **ACKNOWLEDGMENTS**

The EOP was prepared under the direction of the City Manager and with the active participation of City personnel. Contract support for facilitation of the EOP planning process and preparation of the EOP was prepared by Stantec Consulting Services Inc.



## PLAN CONTROL RECORD

All updates and revisions to the plan will be tracked and recorded in the following table. The City Manager is responsible for disseminating the most current version of the EOP.

Date	Change No.	Purpose of Update
2009	000	Original Release
2010	001	Crosswalk for NIMS Complete
2022	002	Global Plan Update



# LETTER OF TRANSMITTAL

The City of Warrenton Emergency Operations Plan (EOP) is an all-hazards plan that describes how the City and its whole community of partners, will organize and respond to emergencies and disasters in the community. The EOP provides a framework for coordinated response and recovery activities during circumstances that exceed local capabilities and describes how various agencies and organizations in the City and its communities will coordinate resources and activities with other federal, State, local, tribal and non-governmental organizations.

While local government has an important responsibility in the management of emergencies that impact the City, it is also the responsibility of residents of, and visitors to, the City to adopt a personal preparedness mindset and utilize local government response and resources in combination with proactive action to maintain individual, household, and business readiness before, during, and after an emergency.

The EOP is consistent with federal, State of Oregon, Clatsop County, and other applicable laws and regulations including use of the National Incident Management System and the Incident Command System.

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[NAME], City Mayor

May 2022

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[NAME], City Manager  
(\*City Recorder can attest if City Manager is  
deemed unavailable)

May 2022



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# PLAN ORGANIZATION

## BASIC PLAN

The City of Warrenton Emergency Operations Plan (EOP) is organized as a Basic Plan supported by a series of functional annexes and appendices that contain supporting information and tools to aid in plan implementation.

Plan Section	Description
<b>1</b> Introduction	Describes the purpose and scope of the EOP; the authorities on which it is based; and how it relates to other plans at the local, state and federal levels. This section also establishes the City Emergency Management Organization (EMO) and describes the processes for a local declaration of emergency.
<b>2</b> Community Risk and Resilience	Provides a profile of the community and the hazards and threats that it faces. While an all-hazards plan, this EOP is designed to be responsive to the conditions that are unique to the City of Warrenton as well as the capabilities of its community of partners in emergency management.
<b>3</b> Jurisdictional Authority and Emergency Powers	Describes the responsibility and authority of local government to establish and maintain an emergency management program including the ability to declare a local state of emergency and need to maintain continuity of government during a disaster.
<b>4</b> Local Emergency Management Agency Coordination	Establishes the role of jurisdictional emergency management agencies as a primary support for operational readiness and coordination before, during, and an emergency or disaster including operation and maintenance of the Emergency Operations Center (EOC) and coordination of the EOC Team.
<b>5</b> Partner Organization and Cooperation	Identifies the key emergency service agencies and community partners that are tasked with performing function-specific roles during an emergency and organizes them into Emergency Support Functions that align with how support for emergency operations will be conducted in the EOC.
<b>6</b> Concept of Operations	Provides a framework for how the City will manage an emergency from initial assessment through transition to recovery. The concept of operations is consistent with the principles of the National Incident Management System (NIMS).
<b>7</b> EOC Management	Provides guidance on how operational coordination during an emergency will be facilitated by the City EOC and details use of the Incident Command System (ICS) by the EOC Team.
<b>8</b> Program Sustainment	Establishes procedures for ongoing maintenance of the EOP and sustainment of the City’s EMO through capability and capacity building activities.



## FUNCTIONAL ANNEXES

The Basic Plan is supplemented by four Functional Annexes that provide additional detail specific to the range of functions that may need to be performed during an emergency or disaster. Each annex addresses several Emergency Support Functions (ESFs) that have been grouped to align with the partners involved, the organizational structure of the City Emergency Operations Center (EOC), and the ESFs used by State of Oregon (State) and federal partners.

### City of Warrenton Emergency Operations Plan Functional Annexes

Management Services
<ul style="list-style-type: none"><li>ESF 5 Information and Planning</li><li>ESF 7 Resource Support</li><li>ESF 14 Public Information</li><li>ESF 15 Volunteers and Donations</li><li>ESF 18 Business and Industry</li></ul>
Emergency Services
<ul style="list-style-type: none"><li>ESF 2 Communications</li><li>ESF 4 Firefighting</li><li>ESF 9 Search and Rescue</li><li>ESF 10 Hazardous Materials</li><li>ESF 16 Law Enforcement</li></ul>
Health and Human Services
<ul style="list-style-type: none"><li>ESF 6 Mass Care</li><li>ESF 8 Health and Medical</li><li>ESF 11 Food and Water</li><li>ESF 17 Agriculture and Animal Protection</li></ul>
Infrastructure Services
<ul style="list-style-type: none"><li>ESF 1 Transportation</li><li>ESF 3 Public Works</li><li>ESF 12 Energy</li></ul>

NOTE: ESF 13, Military Support, is not included above.



## EOP ACTION GUIDE

As used in this EOP, emergency operations refer to the actions taken to support pre-incident operational readiness, response operations to save lives and protect property and the environment, stabilization of community lifelines, and short-term actions that support the transition to recovery.

The following crosswalk provides an action-based overview of the operational concepts included in the EOP and directs the plan user to the relevant section of the plan where additional information can be found. Every emergency is unique, and these actions may be adapted based on the situation. If you are not qualified to implement this plan, contact the City Manager. If the situation poses an immediate threat to life, property, or the environment, call 9-1-1.

	Emergency Operations	Associated EOP Section
<b>1</b>	<p><b>Receive alert of incident</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Alerts may be received through dispatch, responding agencies, the Incident Commander, the public or media, direct scene sourcing and/or through spontaneous events (i.e., earthquake).</li> <li><input type="checkbox"/> Alerts should be directed to the City Manager.</li> <li><input type="checkbox"/> If the City Manager is not available, alerts should be made based on the established line of succession.</li> </ul>	<ul style="list-style-type: none"> <li>• Section 3.4, Continuity of Government</li> <li>• Section 6.0, Concept of Operations</li> <li>• Management and Emergency Services Annexes</li> </ul>
<b>2</b>	<p><b>Assess situation and determine need to activate operational elements of the Emergency Management Organization.</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> In coordination with responding agencies or the Incident Commander (if Incident Command has been established), determine what level of support is needed from the City for the incident. This may range from the City Manager being on stand-by, to full activation of the EOC.</li> <li><input type="checkbox"/> Identify key personnel who will be needed to support emergency operations, including EOC staff and Emergency Support Function (ESF) partners.</li> </ul>	<ul style="list-style-type: none"> <li>• Section 3.0 Concept of Operations</li> <li>• Section 7.0 Emergency Operations Center Management</li> </ul>
<b>3</b>	<p><b>Notify key personnel and response partners.</b></p> <p>Utilize the emergency notification system, or other available tools to disseminate a message to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Public Safety leadership groups (includes local, regional state and federal partners)</li> <li><input type="checkbox"/> EOC Team members</li> <li><input type="checkbox"/> Departmental leadership and policy group</li> </ul>	<ul style="list-style-type: none"> <li>• Section 6.5 Activation and Mobilization</li> </ul>





	Emergency Operations	Associated EOP Section
<b>4</b>	<p><b>Activate the EOC as appropriate.</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The City will utilize the ICS to manage EOC operations.</li> <li><input type="checkbox"/> <b>Primary EOC Location:</b> Warrenton City Hall, 225 South Main, Warrenton, Oregon 97146</li> <li><input type="checkbox"/> <b>Alternate EOC Location:</b> TBD</li> <li><input type="checkbox"/> The City Manager maintains resource and contact rosters for the EOC.</li> </ul>	<ul style="list-style-type: none"> <li>• Section 6.4, Operational Coordination</li> <li>• Appendix D</li> </ul>
<b>5</b>	<p><b>Establish communications with the Incident Commander/Dispatch.</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Identify primary and back-up means to stay in contact with the Incident Commander in the field.</li> <li><input type="checkbox"/> The Incident Commander may assign a radio frequency that the EOC can use to communicate with the scene.</li> </ul>	<ul style="list-style-type: none"> <li>• Emergency Services Annex</li> </ul>
<b>6</b>	<p><b>Identify, in coordination with the Incident Commander, key incident needs including public safety leadership support.</b></p> <p>Consider coordination of the following, as required by the incident:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Support for the safety of emergency responders.</li> <li><input type="checkbox"/> Emergency public information and coordination with the media.</li> <li><input type="checkbox"/> Protective action measures, including evacuation and shelter-in-place.</li> <li><input type="checkbox"/> Shelter and housing needs for displaced residents.</li> <li><input type="checkbox"/> Provisions for Access and Functional Needs populations, including unaccompanied children</li> <li><input type="checkbox"/> Provisions for animals in disaster.</li> </ul>	<ul style="list-style-type: none"> <li>• Health and Human Services Annex</li> </ul>
<b>7</b>	<p><b>Inform Oregon Emergency Response System (OERS) of Emergency Operations Center activation and request support as needed.</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> OERS: 800-452-0311</li> <li><input type="checkbox"/> If there is an oil or chemical spill to report, responsible parties should make notification to the National Response Center at 800-424-8802.</li> </ul>	<ul style="list-style-type: none"> <li>• Section 3.3.2 City Declaration and Request for State Assistance</li> </ul>



	Emergency Operations	Associated EOP Section
<b>8</b>	<p><b>Declare a Local State of Emergency, as appropriate.</b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> If the incident has overwhelmed, or threatens to overwhelm the City's resources to respond, the City should declare a State of Emergency.</li><li><input type="checkbox"/> A declaration may be made by the City Commission.</li><li><input type="checkbox"/> The declaration should be submitted to Clatsop County Emergency Management.</li></ul>	<ul style="list-style-type: none"><li>• Appendix A</li></ul>



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**APPENDIX**

Appendix A Disaster Declaration Materials

Appendix B Plan Authorities, Reference, and Resources

Appendix C Glossary

Appendix D EOC Team Resources

Appendix E Oregon Resources Coordination Assistance Agreement

Appendix F Training



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## LIST OF ACRONYMS AND ABBREVIATIONS

AAR	After Action Report
ASPR	Assistant Secretary for Preparedness and Response
AuxComm	Clatsop County Auxiliary Communications
City	City of Warrenton
CCP	Crisis Counseling Program
COOP	Continuity of Operations Plan
County	Clatsop County
CWPP	Community Wildfire Protection Plan
DAS	Department of Administrative Services
DBH	Disaster Behavior Health
DOC	Department Operations Center
ECC	Emergency Coordination Center
EMO	Emergency Management Organization
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
EPCRA	Emergency Planning and Community Right to Know Act
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
HHS	Health and Human Services
HSEEP	Homeland Security Exercise and Evaluation Program
IAP	Incident Action Plan
ICP	Incident Command Post
ICS	Incident Command System
JIC	Joint Information Center
LEPCs	Local Emergency Planning Committees
MAA	Mutual Aid Agreement
MAC Group	Multi-Agency Coordination Group
MOU	Memorandums of Understanding





NGO	Nongovernmental organization
NHMP	Natural Hazard Mitigation Plan
NIMS	National Incident Management System
NWSDS	Northwest Senior and Disability Services
ODF	Oregon Department of Forestry
OFB	Oregon Food Bank (Network)
OEM	Oregon Emergency Management
OERS	Oregon Emergency Response System
OHCS	Oregon Housing Community Services
OLCC	Oregon Liquor Control Commission
ORCAA	Oregon Resource Coordination Assistance Agreement
ORS	Oregon Revised Statutes
OTFC	Oregon Terrorism Information Threat Assessment Network Fusion Center
PIO	Public Information Officer
SAR	Search and Rescue
SERC	State Emergency Response Commission
SOPs	Standard Operating Procedures
State	State of Oregon
TEFAP	Temporary Emergency Food Assistance Program
USAR	Urban Search and Rescue
WSAC	Water Supply Availability Committee



# 1.0 INTRODUCTION

Plan Section	Section Outline
<div style="display: flex; align-items: center;"> <div style="background-color: black; color: white; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-right: 10px;">1</div> <div>Introduction</div> </div>	<ul style="list-style-type: none"> <li>1.1 Purpose and Scope</li> <li>1.2 Plan Authority</li> <li>1.3 Emergency Management Foundations</li> <li>1.4 Assumptions</li> </ul>

## 1.1 PURPOSE AND SCOPE

The City of Warrenton Emergency Operations Plan (EOP) establishes an all-hazards framework for management of local emergencies. It is a key element of the City’s legally required emergency management program and is organized around the objectives presented in Table 1-1.

**Table 1-1 Emergency Operations Plan Objectives**

EOP Objectives	EOP Reference
Memorialize the establishment of an emergency management agency for the City.	Section 1.0
Describe community conditions including community lifelines, the threats and hazards that can impact them, and the capabilities needed to effectively respond to and recover from emergencies.	Section 2.0
Clearly describe the City legal responsibilities during an emergency and provide guidance on use of emergency powers including the ability to declare a local state of emergency.	Section 3.0
Guide local emergency managers in their responsibilities as the delegated leads for City emergency management programs including maintenance of an Emergency Operations Center (EOC).	Section 4.0
Advance a whole community approach to emergency management by integrating jurisdictional, community, and private sector partners into a shared framework that includes mutually understood roles and responsibilities.	Section 5.0
Describe a concept of operations that is consistent with the National Incident Management System (NIMS) and supports effective operational coordination, resource management and information sharing	Section 6.0
Support consistent use of the Incident Command System (ICS) in the EOC and procedures for EOC management and staffing by an EOC Team.	Section 7.0
Support a sustainable emergency management program through ongoing capability and capacity building through flexible planning	Section 8.0



### 1.1.1 Scope and Applicability

Local emergency services agencies respond to emergencies on an almost daily basis and in most cases, they can be managed through routine organization and coordinated procedures and will not require implementation of the EOP.

This EOP is intended for use in extraordinary situations that exceed day-to-day capabilities to meet the requirements of the situation or where the need for enhanced coordination requires implementation of modified organizational structures to facilitate effective movement of information and resources.

The organizational concepts and strategies included in the EOP are designed to be modular, scalable, and, ultimately, the strategies used to manage an emergency will be selected based on the real-time needs of the situation and the professional judgment of the City Manager in consultation with the Incident Commander and other key resources. These actions may include some or all elements described in the EOP and will be conducted in a manner consistent with National Incident Management System (NIMS) which establishes a national standard for incident management.

All partners identified in this plan are expected to develop and keep current lines of succession and standard operating procedures (SOPs) that describe how emergency tasks will be performed. Training and equipment necessary for response operations should be maintained by City departments and agencies.

## 1.2 PLAN AUTHORITY

This EOP is issued in accordance with, and under the provisions of, ORS Chapter 401 which establishes the authority for the City to establish an Emergency Management Organization (EMO) and designate a City Manager who will be responsible for the organization, administration, and operation of the EMO.

*See Section 4.0 for additional detail on the emergency management function and the role of the City Manager within the whole community approach.*

This EOP establishes a cooperative approach for emergency management coordination and, upon adoption by the City Commission, the plan remains in effect and should be considered the controlling document for emergency management coordination for all jurisdictional partners within the City's territorial limits.

### 1.2.1 Key Authority-Related Definitions

To facilitate consistency in usage and establish a shared understanding of key terms, the City, and this EOP, uses certain definitions established by federal and state law. Select definitions used frequently in this EOP are provided in Table 1-2.



Table 1-2 Key Definitions

Term and Regulatory Citation	Definition
<b>Emergency</b> ORS 401.025 (1)(a)-(b)	<p>(1) A human created or natural event or circumstance that causes or threatens widespread loss of life, injury to person or property, human suffering or financial loss, including but not limited to:</p> <p>(a) Fire, explosion, flood, severe weather, landslides or mud slides, drought, earthquake, volcanic activity, tsunamis or other oceanic phenomena, spills or releases of oil or hazardous material as defined in ORS 466.605, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, sabotage, acts of terrorism and war; and</p> <p>(b) A rapid influx of individuals from outside this state, a rapid migration of individuals from one part of this state to another or a rapid displacement of individuals if the influx, migration or displacement results from the type of event or circumstance described in paragraph (a) of this subsection.</p>
<b>Emergency Services Agency</b> ORS 401.025(2)	<p>(2) organization within a local government that performs essential services for the public's benefit before, during or after an emergency, such as law enforcement, fire control, health, medical and sanitation services, public works and engineering, public information and communications.</p>
<b>Emergency Services</b> ORS 401.025 (3)	<p>(3) Activities engaged in by state and local government agencies to prepare for an emergency and to prevent, minimize, respond to or recover from an emergency, including but not limited to coordination, preparedness planning, training, interagency liaison, firefighting, oil or hazardous material spill or release cleanup as defined in ORS 466.605, law enforcement, medical, health and sanitation services, engineering and public works, search and rescue activities, warning and public information, damage assessment, administration and fiscal management, and those measures defined as "civil defense" in 50 U.S.C. app. 2252.</p>
<b>Major Disaster</b> 42 U.S. Code § 5122	<p>"Major disaster" means any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this chapter to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby</p>

See Appendix C for a Glossary of Terms used in the EOP.

## 1.3 EMERGENCY MANAGEMENT PROGRAM FOUNDATIONS

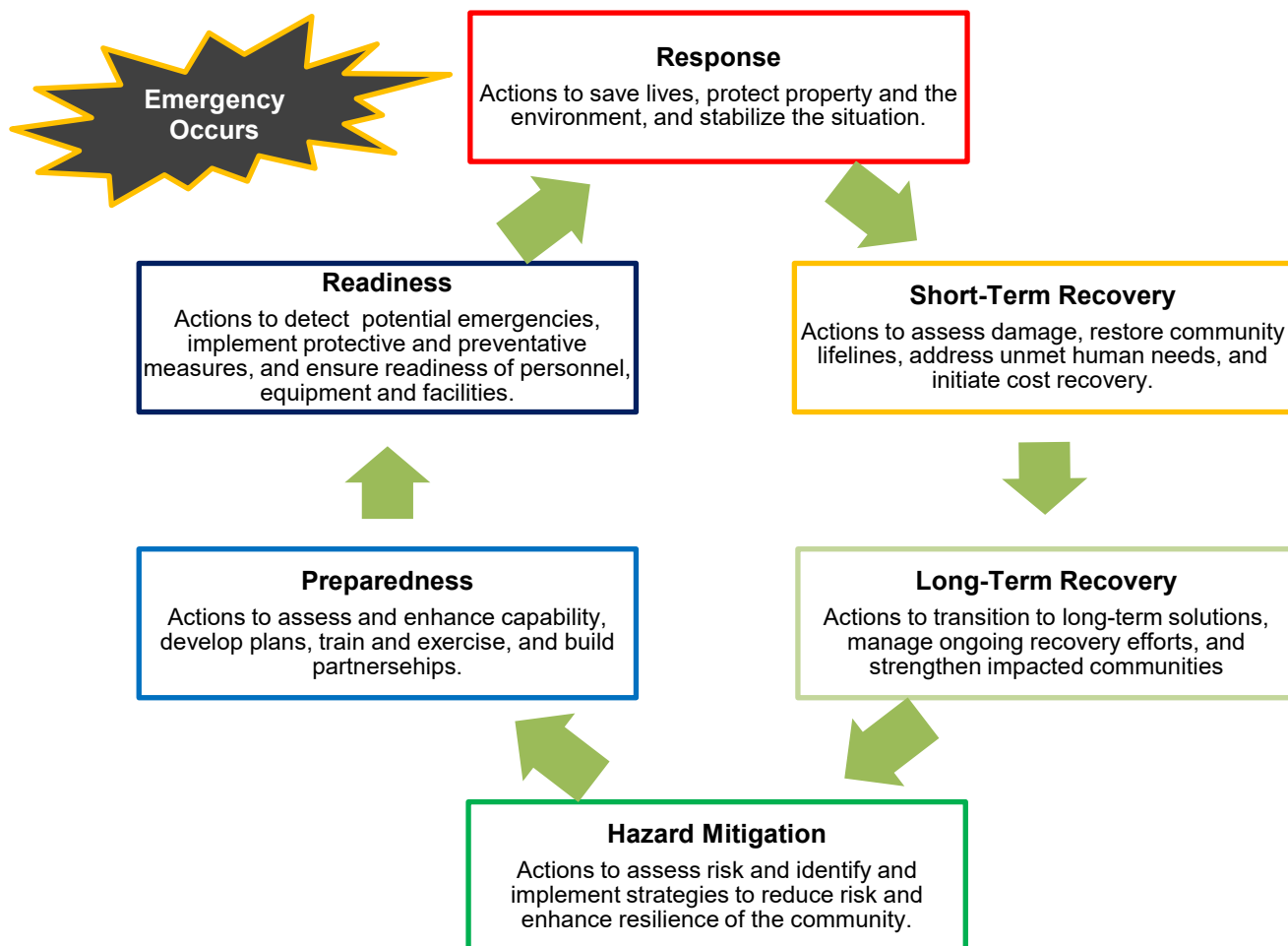
### 1.3.1 Emergency Management Cycle

This EOP is primarily focused on how the City and its cooperators and community partners will manage the consequences that arise when an emergency or disaster occurs through readiness, response and short-term recovery actions. However emergency



operations influence and are influenced by actions taken throughout the emergency management cycle and this EOP incorporates elements of mitigation and long-term recovery that are interconnected and should be considered with the bigger picture in mind, recognizing that the actions taken during response will impact how the community recovers.

Figure 1-1 Emergency Management Cycle



### 1.3.2 Whole Community Approach

While the City has the ultimate legal obligation for maintaining a local emergency management organization, this EOP is designed with the recognition that it takes all members of a community to effectively navigate an emergency or disaster.



Using a whole community approach to emergency management, the EOP is designed to guide integrated operations, and to inform education and outreach tactics, between the City, its jurisdictional partners, and special districts within the planning area, emergency services agency cooperators, and community and private-sector partners. The plan structure reflects the jurisdictional authority and responsibility for public safety of local government during an emergency, while respecting the importance and necessity of partnerships with the community and private sector and the need for coordinated operations in a resource limited environment.

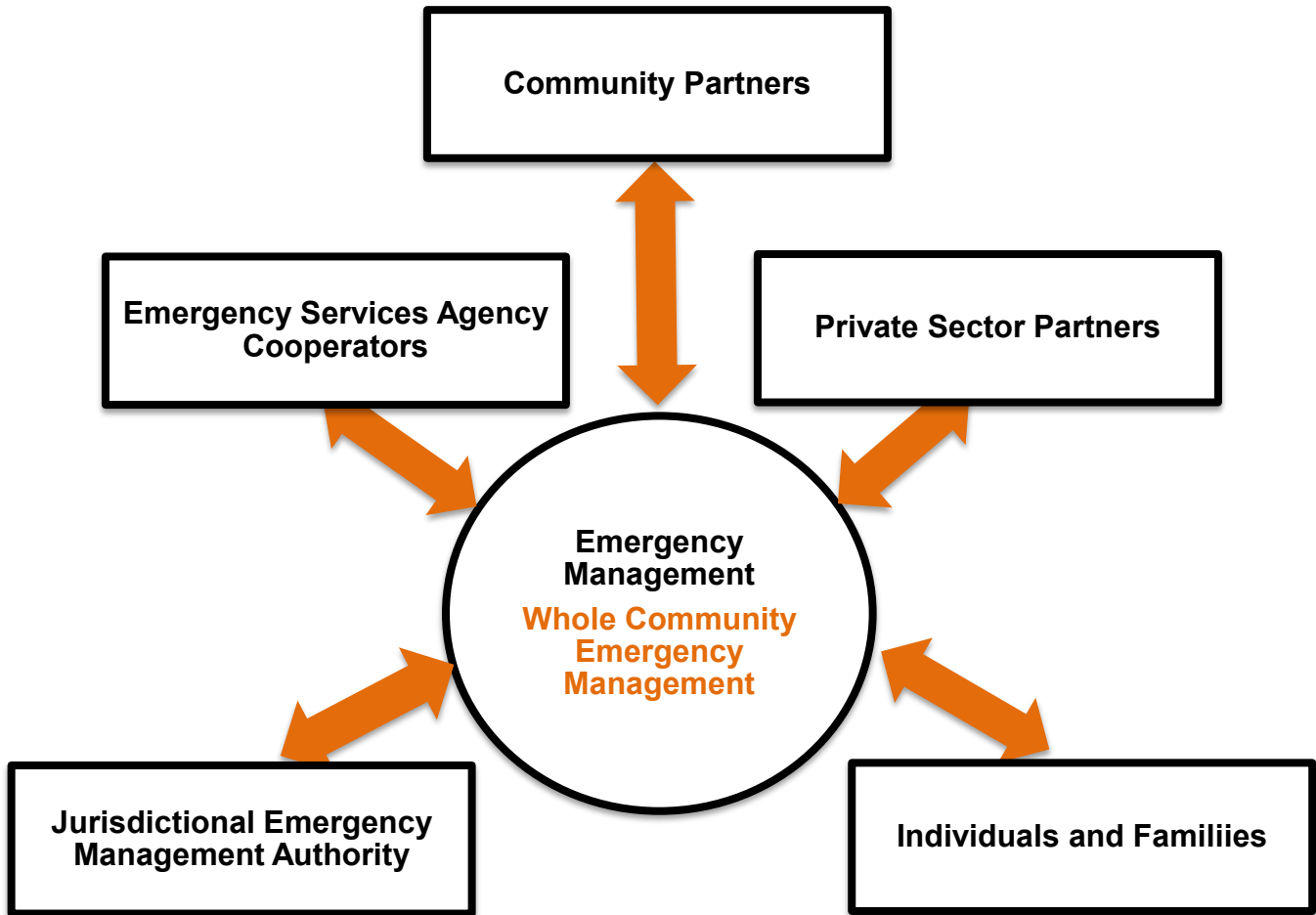
Because of the unique responsibilities and needs of the whole community of partners this EOP uses the following terms when referring to specific aspects of whole community emergency management:

- **Jurisdictional Emergency Management Authority.** Refers to the local government partners who have the legal responsibility to provide for management of emergencies at the local level and the emergency powers they can exercise during an emergency including the legal authority to declare an emergency.
- **Emergency Management.** Refers generally to the emergency management function responsible for coordination of support for emergency operations and maintenance and operation of an EOC. This function will be performed at the lowest government level required by the emergency.
- **Emergency Management Cooperators.** Refers the emergency services agencies and other key organizational partners who are tasked with primary and supporting functional roles in support of emergency management. Emergency Management Cooperators are organized into four primary functional branches that align with how the EOC will be operated.
- **Community Partners.** Refers to the diversity of community-based, faith-based, and private sector organizations and entities that, while not directly responsible for emergency management under this EOP, play a key role in the whole community approach by connecting community members with services and information or provide other support as the situation warrants. Community partners may be organized under the leadership of the area Chambers of Commerce or other community networks.
- **Individuals and Households.** Refers to the residents of the City who have a responsibility to be accountable for their own safety during an emergency by staying informed, developing individual and family emergency plans, and preparing for self-sufficiency for up to two weeks in a catastrophic disaster.

Figure 1-2 presents a simplified graphic of the whole community approach and directs plan users to additional information on its different elements.



Figure 1-2 Whole Community Approach to Emergency Management



### 1.3.3 Use of the National Incident Management System

NIMS provides a consistent nationwide approach for federal, state, local, and tribal governments to work effectively and efficiently together to prepare for, prevent, respond to and recover from domestic incidents, regardless of cause, size or complexity. Oregon adopted NIMS as its Incident Management System through legislative statute 401.092.

The City has adopted the NIMS to guide its approach to community emergency operations in a manner that is flexible, standardized and unified (NIMS was adopted on July 28, 2009 by the City of Warrenton under Resolution no. 2275). Table 1-3 identifies



some key features of NIMS and describes where related information can be found in this EOP.

**Table 1-3 NIMS Compliance Overview**

Key NIMS Features	Description	EOP Section for Further Reference
<b>Command and Coordination</b>	The City manages incidents using tools that may include the ICS in a City EOC to support assistance to impacted.	<ul style="list-style-type: none"> <li>Section 4.3, Emergency Operations Center</li> <li>Section 6.3, Incident Command System</li> <li>Section 6.4, Operational Coordination</li> <li>Management Services Annex</li> </ul>
<b>Communications</b>	The City uses a range of communications tools to support interoperable, reliable and redundant communications during a disaster. Additionally, information sharing is facilitated through an Incident Action Planning Process and incident documentation.	<ul style="list-style-type: none"> <li>Section 6.7, Communications</li> <li>Emergency Services Annex</li> </ul>
<b>Information Management</b>	The City maintains a range of tools to support situational awareness and uses the principles of a Joint Information System to facilitate accurate and timely release of public information.	<ul style="list-style-type: none"> <li>Section 6.8, Information Management</li> <li>Management Services Annex</li> </ul>
<b>Resource Management</b>	The City applies a consistent approach to resource management during an incident and use of mutual aid, including the Oregon Resources Coordination Assistance Agreement (ORCAA), to support resource needs when City resources are overwhelmed.	<ul style="list-style-type: none"> <li>Section 6.9, Resource Management</li> <li>Management Services Annex</li> </ul>

### 1.3.4 Alignment and Integration of Effort

#### 1.3.4.1 Relationship to Other Plans

This EOP is part of a suite of plans that support activities across all phases of emergency management. While the EOP is focused on short-term recovery, other plans address the City's approach to mitigation, continuity of operations and longer-term aspects of emergency management. These plans work in concert with the EOP and include:





Table 1-4 Relationship to Other Plans

Plan Title	Description
<b>Clatsop County Multi-Jurisdictional Hazard Mitigation Plan</b>	The HMP identifies the specific hazards and their associated risks to the city. The plan also outlines proposed mitigation strategies which may reduce risks and/or enhance the effectiveness of city response.
<b>Clatsop County Community Wildfire Protection Plan</b>	The Wildfire Protection Plan identifies specific vulnerabilities the city faces to wildfire risk. In addition, the Wildfire Protection Plan identifies activities to be taken to address critical wildfire needs.
<b>Clatsop County Emergency Operations Plan</b>	Clatsop County is a critical partner and resource to the city. The County's EOP outlines activities and roles and responsibilities of county and regional partners that may also support emergency operational needs of the city.

#### 1.3.4.2 Partner Plans and Procedures

Emergency Services Agency Cooperators and Community and Private Sector Partners identified within this EOP are encouraged to align their agency and organizational plans and procedures with the EOP and to the extent practicable and appropriate, contribute to the ongoing maintenance of the EOP and assist in tracking changes in law, regulation, standards, or practice that may have impacts the emergency management function and should be addressed during the next update.

#### 1.3.4.3 Consistency with State and Federal Plans

This EOP is designed to complement operational plans at the state and federal levels including the State of Oregon Emergency Operations Plan and the National Response Framework through application of NIMS and use of an Emergency Support Function (ESF) structure to organize information.

*See Appendix B for additional information on plans and procedures that may support implementation of the EOP.*

### 1.3.5 Individual Accountability and Self Sufficiency

To the greatest extent possible, the City will assist its community members in carrying out this responsibility by providing preparedness information, as well as emergency public information and critical public services during a disaster.

However, every person who lives or works in the City (including populations with access and functional needs) shares responsibility for minimizing the impact of disasters on the community. These individual responsibilities include hazard awareness, knowledge of appropriate protective actions, taking proactive steps to mitigate the impact of anticipated



hazards and preparations for personal and family safety, as well as the self-sufficiency of neighborhoods. To the greatest extent possible, the City will assist its community members in carrying out this responsibility by providing preparedness information, as well as emergency public information and critical public services during a disaster.

Additionally, visitors to the City, and the businesses that serve them, have a responsibility for understanding what actions they can take to be prepared during an emergency and to mitigate the burden on local emergency services.

However, a major disaster is likely to damage the City's critical infrastructure and reduce the workforce available to continue essential government services. Knowledgeable community members prepared to take care of themselves, their families, to follow direction from emergency responders and to assist neighbors in the early response or late recovery phases of an emergency can make a significant contribution towards survival and community resiliency.

### 1.3.6 Equitable Response and Recovery

Access to emergency services shall not be denied on the grounds of color, national origin, sex, age, sexual orientation (or other protected class) or functional needs. Access and Functional Needs Populations (also referred to as Vulnerable Populations and Special Needs Populations) are members of the community who experience physical, mental or medical care needs and who may require assistance before, during and after an emergency incident after exhausting their usual resources and daily support network.

Considerations for community members with access and functional needs should be included in all activities conducted by the City EMO and, to the greatest extent possible, the City EMO will assist in carrying out this responsibility by providing preparedness information, emergency public information, and critical public services in formats accessible to access and functional needs populations.

Examples of individuals who have access and functional needs include, but are not limited to:

- Individuals who are deaf or hard of hearing.
- Individuals with limited English proficiency.
- Children and the elderly.
- Individuals without vehicles or sufficient housing
- Individuals with special dietary needs.
- Individuals who experience physical disabilities.




## 1.4 ASSUMPTIONS

This EOP presents a framework for emergency operations that is supported by the current capabilities of the City as it is currently resourced. The following assumptions should be considered by a plan user prior to implementation:

- All community members share the primary responsibility for minimizing the impact of disasters through personal preparedness activities.
- City and community partners have reviewed the EOP, understand their role in the City EMO, and have developed plans and procedures to execute their assigned roles and responsibilities.
- Partners within the City EMO retain authority over their own personnel and resources. Resource sharing between partners will be conducted in accordance with existing mutual aid agreements.
- The City is responsible for utilizing all available local resources, including mutual aid, before requesting assistance from the State.
- Emergencies may be regional in scale and will require close coordination with neighboring jurisdictions.
- Outside assistance may not be immediately available and the community should be prepared to carry out response on an independent basis for at least 72 hours.
- City and partner personnel will be provided with appropriate and regular training on their assigned roles and responsibilities including NIMS/ICS.



## 2.0 COMMUNITY RISK AND RESILIENCE

Plan Section	Section Outline
<div style="text-align: center;">  <p><b>Community Risk and Resilience</b></p> </div>	<p>2.1 Community Conditions</p> <p>2.2 Community Lifelines</p> <p>2.3 Hazards and Threats</p> <p>2.4 Capability Assessment</p>

This EOP adheres to the emergency management principle of all-hazards planning, establishing a framework for emergency operations that can be implemented no matter the situation. However, the community’s approach to managing emergencies needs to be specific to the situation and informed by knowledge of:

- Conditions of the community that serve as supports or pose potential barriers to emergency operations.
- Community lifelines that serve as a foundation for prioritizing resources to repair and restore key systems and services.
- Hazard and threats that pose the greatest threat to the community and have the greatest potential to disrupt those lifelines.
- Capabilities of the community to effectively manage emergencies.

### 2.1 COMMUNITY CONDITIONS

#### 2.1.1 Governance and Jurisdictional Considerations

The City has an established government structure of five-member City Commission who oversee City operations including a myriad of departments. Its departments provide social services, public safety, planning/permitting, natural resources management, information systems, public health and public works. The City also has existing plans, policies and regulatory documents that guide land use/development, infrastructure, capital improvement plans, public spending and other services. The established government structure, staff/personnel and regulatory/policy documents are instrumental to successful hazard mitigation and emergency preparedness.

#### 2.1.2 Human Environment Considerations

In 2020, the City of Warrenton’s population was 6,277 with an annual growth rate of 1.17%. The location, composition, and capacity of the population within the community defines its vulnerability to natural hazards. The demographic makeup and geographic location, in combination with its significant tourist industry, should guide the City’s hazard



mitigation plan and emergency preparedness. Some populations may require additional considerations and approaches to protect them from hazards will be required (e.g., the youth, elderly, and individuals with limited understanding of English). The City will use demographic characteristics to identify key vulnerable populations.

### 2.1.3 Natural Environment Considerations

The City of Warrenton is a coastal community and is flanked by the Pacific Ocean to the west with the terminus of several rivers occurring to the north and east into the Pacific Ocean (Columbia River, Youngs River, Skipanon River, and Lewis and Clark River). Several lakes occur throughout much of the north and western portions of the City. Beaches largely occur in the western portion of the City, whereas the eastern edge of the City contains estuary and wetland type environments. Elevations throughout the City remain relatively static, ranging from sea level to about 25 feet above sea level.

Highway 101 enters the City at the southern end and runs northeast through the City where it then crosses Youngs Bay. Most City businesses are near this corridor with residents nearby and along Fort Stevens Highway. Highway 101 is a scenic byway (i.e., the Pacific Coast Scenic Byway) and is often used by travelers visiting the area and passing through the area.

### 2.1.4 Built Environment Considerations

Much of the City is publicly owned, with undeveloped natural resource areas such as Delaura Beach and Fort Stevens State Park. Critical facilities (e.g., hospitals, police, fire and rescue stations, school districts and higher education institutions) are essential to government response and recovery activities. Clatsop County's NHMP includes an inventory of its critical facilities.

Physical infrastructure such as roads, bridges, and an airport support the City communities and economies. Utility systems such as potable water, wastewater, natural gas, telecommunications and electric power are all networked systems that provide essential services. These facilities/services are vulnerable to natural hazards and impacts in one area can affect the larger system. Due to the fundamental role that physical infrastructure plays both in pre- and post-disaster, they deserve special attention in the context of creating resilient communities.

### 2.1.5 Economic Considerations

Business activity in the City consists mostly of small businesses, and with a steady population growth the City's unemployment rate in the City has declined from 15.4% in 2020 to 5.7% in 2021. The City relies on both basic and non-basic sector industries, and it is important to consider the effects each may have on the economy following a disaster.



Because education, health services, and manufacturing are key to post-disaster recovery efforts, the region is bolstered by its major employment sectors. Different industries face distinct vulnerabilities to natural hazards, and should be included in coordinated efforts. Identifying key industries in the region enables communities to target mitigation activities towards those industry's specific sensitivities. The top five industry sectors in the City with the most employees are Construction (12.2%), Accommodation and Food Services (11.2%), Health Care (7%), Educational Services (6.9%), and Public Administration (5.5%). The most common occupations include sales, management building and grounds cleaning and maintenance, and retail sales workers.

Pursuant to 2020 census figures, the median household income is \$62,119 and the estimated median household value is \$289,291 with approximately 6% of residents living in poverty. This latter population is assumed to have proportionally fewer resources and less flexibility for alternative investments in times of crisis, may live paycheck to paycheck and are extremely dependent on their employment; in the event their employer is also impacted by a natural hazard, it can further the short and long-term detriment experienced by these individuals and families.

## 2.2 COMMUNITY LIFELINES

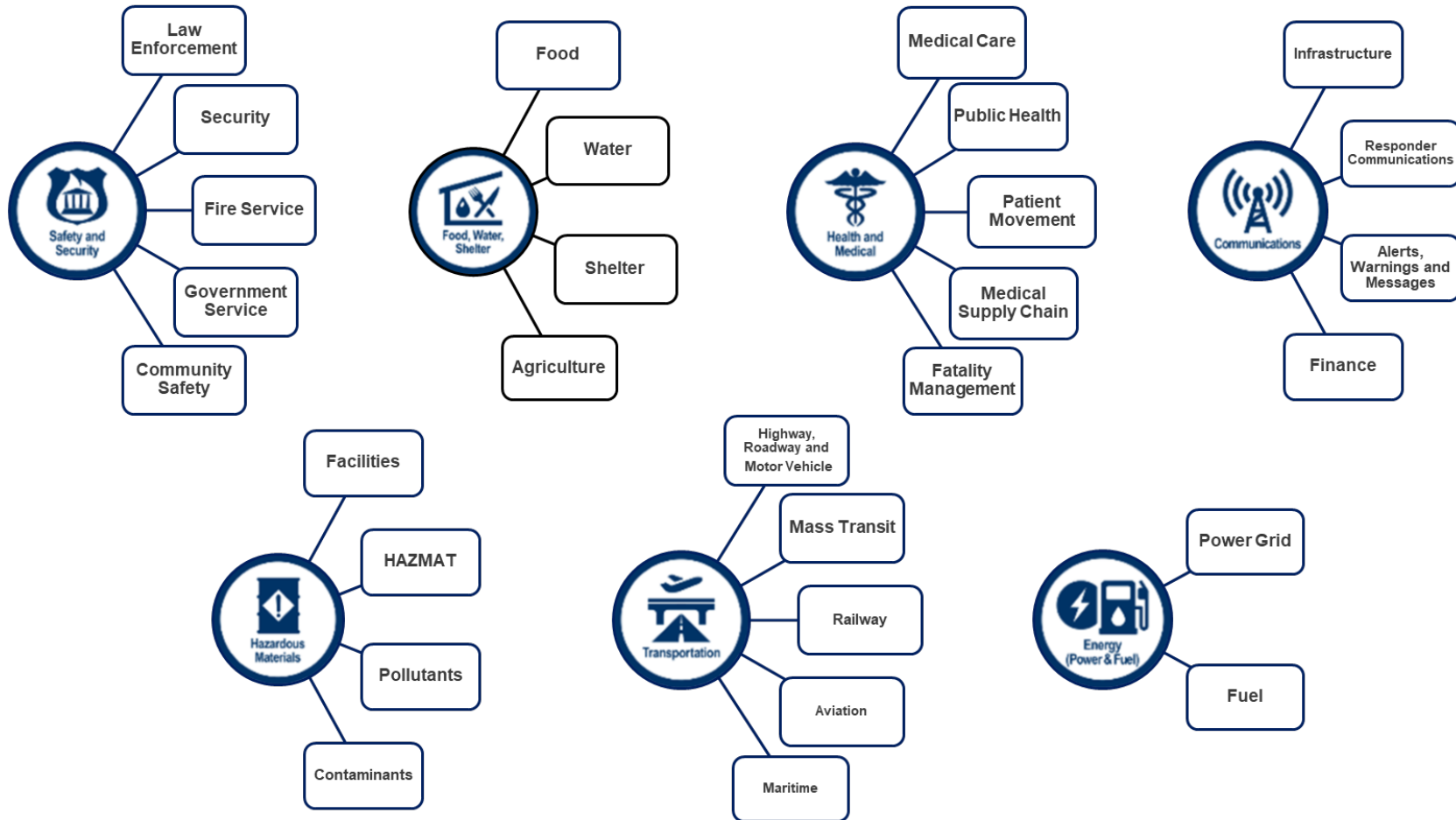
A lifeline enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security.

- Lifelines are the most fundamental services in the community that, when stabilized, enable all other aspects of society to function.
- FEMA has developed a construct for objectives-based response that prioritizes the rapid stabilization of Community Lifelines after a disaster.
- The integrated network of assets, services, and capabilities that provide lifeline services are used day-to-day to support the recurring needs of the community and enable all other aspects of society to function.
- When disrupted, decisive intervention (e.g., rapid re-establishment or employment of contingency response solutions) is required to stabilize the incident.



Figure 2-1 Community Lifelines

### FEMA Community Lifelines



## 2.3 HAZARDS AND THREATS

### 2.3.1 Risk Assessment and Potential Threats

The City's risk profile changes over time due to a variety of factors including: changing climate conditions are increasing the length of wildfire season and severity of wildfires; new structural development creates exposure where there was none prior; and changing demographics impact how the City approaches response and recovery (e.g., translation of public information materials, strategies to assist older adults).

Table 2-1 presents the hazards and threats that have been identified for the City. These threats form the basis for the multi-hazard approach to emergency operations contained in this EOP.

**Table 2-1 City of Warrenton Hazards and Threats Vulnerability, Probability and Risk Level**

Natural Hazards	Vulnerability	Probability	Risk Level
Coastal Erosion	5	7	Low
Drought	15	14	Medium
Earthquake	20	7	Medium
Flood	50	35	High
Landslide	-	-	N/A
Tsunami	50	35	High
Volcanic Event	25	7	Medium
Wildfire	5	28	Low
Windstorm and Winter Storm	40	56	High

Source: Clatsop County NHMP 2021.

*NOTE: The list of hazards and threats provided in Table 2-1 is focused on natural hazards, but the City also faces risk from human-caused hazards and threats which will be addressed in future updates to the risk assessment. These include contagious disease outbreaks or pandemics, civil unrest or terrorism, transportation accidents, and hazardous materials releases or spills.*

### 2.3.2 Hazard Mitigation

The City's risk to hazards and threats is captured in the Clatsop County Multi-Jurisdictional NHMP which profiles each hazard and presents a strategy to reduce risk and mitigate against their potential consequences. The NHMP is updated, at a minimum, once every five years to comply with FEMA requirements. This update will be coordinated by the Clatsop County Emergency Manager, but each participating partner has a





responsibility to fully engage to ensure actions that are responsive to their unique risk profile are included.

Following an emergency this strategy will guide the identification of specific projects to restore damaged property, facilities, or infrastructure, and an approved NHMP is required for those projects to be eligible for post-disaster funding from the federal government.

In addition to implementation of the strategies it contains, the NHMP can be used to inform emergency management activities in other ways including:

- Support selection of meaningful scenarios for exercises to test the EOP.
- Provide situational context for advance planning of tactics to address potential consequences of identified hazards.
- Inform education and outreach strategies that are reflective of the whole community.

Emergency operations also inform hazard mitigation and the EOP provides for an after-action review following any emergency to capture lessons learned and possible mitigation actions. These actions should be included in the strategy and the after-action review should also serve as an opportunity to revisit existing actions and make appropriate changes based on changed conditions.

## 2.4 CAPABILITY ASSESSMENT

The National Preparedness Goal identifies five mission areas that make up a comprehensive approach to community preparedness and the Federal Emergency management Agency (FEMA) has established a series of core capabilities that a community should maintain to respond to the threats and hazards it faces.

<b>Mission Area</b>	<b>Core Capability</b>
<b>Common Capabilities</b>	Planning Public Information and Warning Operational Coordination
<b>Prevention</b> Prevent, avoid or stop an imminent, threatened or actual act of terrorism.	Forensics and Attribution Intelligence and Information Sharing Interdiction and Disruption Screening, Search, and Detection
<b>Protection</b>	Access Control and Identity Verification



Mission Area	Core Capability
<p>Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations and way of life to thrive.</p>	<p>Physical Protective Measures                      Cybersecurity                      Supply Chain Integrity and Security                      Risk Management for Protection Programs and Activities</p>
<p><b>Mitigation</b>                      Reduce the loss of life and property by lessening the impact of future disasters.</p>	<p>Risk and Disaster Resilience Assessment                      Community Resilience                      Long-term Vulnerability Reduction                      Threats and Hazards Identification</p>
<p><b>Response</b>                      Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.</p>	<p>Environmental Response/Health and Safety                      Critical Transportation                      Situational Assessment                      Fatality Management Services                      Fire Management and Suppression                      Infrastructure Systems                      Logistics and Supply Chain Management                      Mass Care Services                      Mass Search and Rescue Operations                      On-Scene Security, Protection, and Law Enforcement                      Operational Communications                      Public Health, Healthcare, and Emergency Medical Services</p>
<p><b>Recovery</b>                      Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.</p>	<p>Infrastructure Systems                      Health and Social Services                      Economic Recovery                      Housing                      Natural and Cultural Resources</p>



## 3.0 JURISDICTIONAL AUTHORITY AND EMERGENCY POWERS

Plan Section	Section Outline
<div style="display: flex; align-items: center;"> <div style="border: 2px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin-right: 10px;"> <span style="font-size: 24px; font-weight: bold;">3</span> </div> <div> <p><b>Jurisdictional Authority and Emergency Powers</b></p> </div> </div>	<ul style="list-style-type: none"> <li>3.1 Jurisdictional Emergency Management Authority</li> <li>3.2 Emergency Powers</li> <li>3.3 Declaration Process</li> <li>3.4 Continuity of Government</li> </ul>

### 3.1 JURISDICTIONAL EMERGENCY MANAGEMENT AUTHORITY

One of the fundamental principles of emergency management, as well as a legislative directive under Oregon law, is that the management of emergencies is, in the first instance, the responsibility of local government and the Oregon Revised Statutes (ORS) 401.023(2) directly specifies that the State “shall not assume authority or responsibility for responding to an emergency unless the appropriate response is beyond the capability of the city and county in which the emergency occurs, the city or county fails to act, or the emergency involves two or more counties.” Because of this responsibility, the City and its jurisdictional partners play a unique role in how the community works during an emergency or disaster including the responsibility to establish an emergency management program and maintain an EOC.

#### 3.1.1 Responsibilities of Elected Officials

As the elected representatives of the residents of City play a role during an emergency with both direct authority as well as influence and standing within the community that be used as strategy for achieving objectives, but also more generally, elected official responsibilities during an emergency may include:

- Declare and terminate a State of Emergency in their respective jurisdiction.
- Establish policy including establishing and supporting enforcement of protective actions.
- Assume immediate control of resources if the emergency requires prioritization of limited resources.
- Make decisions related to emergency funding and expenditures.
- Confer with local, state and federal officials, as required.
- Communicating incident status and subsequent response activities with the general public.



### 3.1.2 Special Districts

Special districts exist to provide specific services to the community. Their placement or proximity to the city requires coordination to ensure city residents and visitor emergency-related needs are fully addressed, even if not directly provided by the city.

Within the City of Warrenton, fire districts provide fire protection resources, search and rescue operations and hazardous material response within the City. Each district is governed by state law and an elected Board of Directors and has policies separate from City government. In areas outside of fire protection districts or cities, the BCC and/or Oregon Department of Forestry (ODF) is the local fire authority. Fire fighters may serve as primary responders to emergencies within their service districts. In areas that are not covered by a jurisdictional authority private fire service companies may operate and should be considered in coordination of fire prevention and suppression activities.

## 3.2 LOCAL DECLARATION OF STATE OF EMERGENCY

A Local Declaration empowers the governing body to assume centralized control and have authority over all departments and offices of the jurisdiction for the purposes of responding to the emergency (ORS 401.309). A declaration also supports EMO partners in carrying out appropriate functions and duties, including implementation of this EOP.

Emergency powers that may be implemented under a local declaration could include:

- Activating emergency purchasing and/or contracting provisions.
- Implementing wage, price and rent controls.
- Establishing rationing of critical resources.
- Establishing curfews.
- Restricting or denying access to areas (i.e., conducting evacuations).
- Specifying routes of egress and ingress.
- Limiting or restricting use of water or other utilities.
- Using any publicly or privately-owned resource with payment to the owner.
- Removing debris from publicly or privately-owned property.

<b>Local Declaration Requirements</b>
<p>A local declaration of state of emergency must:</p> <ul style="list-style-type: none"> <li>• Limit the duration of the state of emergency to the period of time during which the conditions giving rise to the declaration exist or are likely to remain in existence Describe the conditions required for the declaration ordinance (ORS 401.309(1)).</li> <li>• Describe the conditions required for the declaration ordinance (ORS 401.309(2)).</li> </ul>



- Closing taverns or bars and prohibiting the sale of alcoholic beverages or other substances controlled by the Oregon Liquor Control Commission (OLCC).

The resolution declaring a state of emergency is to be signed by the City Manager, or designee as outlined in the orders of succession. A courtesy copy should be sent to the Clatsop County City manager and Oregon Emergency Management (via OERS) to alert them to the local situation.

### **3.3 DECLARATION PROCESS**

The Oregon Disaster Declaration Process establishes the procedures and protocols for the City (i) to request a State of Emergency, and (ii) to request state assistance for emergency response, management or recovery. Under this program, the County will coordinate directly with the State on behalf of the cities and other agencies within its geographic boundaries. Upon declaration, the City will transmit the declaration to the Clatsop County Emergency Manager who will provide it to the County Board of Commissioners. Any request for State assistance under an emergency declaration must be submitted through the County Board of Commissioners. In most cases the County Emergency Manager will prepare and submit the declaration under delegated authority.

This declaration process is also the mechanism for the City (and the properties within its geographic boundaries) to receive federal assistance. Most federal resources are processed through the State (See Appendix A for supporting information and applicable forms). A declaration may also be used to create public awareness of a local disaster threat or emergency situation, or in any other situation deemed appropriate by the governing body. Jurisdictions also have the power to delegate their authority over an emergency response to a different jurisdiction. The most common local example of this a county commissioners' delegation of authority transferring response to a State or Federal Fire Agency in unprotected lands (meaning not covered under an existing fire district) during a Wildfire Conflagration request.

*Examples of Disaster Declaration forms are provided in Appendix A.*

#### **3.3.1 City Declaration and Request for State Assistance**

The City Commissioner may issue a Local Declaration of a State of Emergency in the event of a local emergency that warrants County, State (and/or federal) assistance in terms of funding, staff, technical advising and response activities.

The City may also adopt its declaration as a resolution. The declaration shall include:

- The type of emergency or disaster.



- The location(s) affected.
- Deaths, injuries and/or population that is still at risk.
- The current emergency conditions or threat.
- An internal estimate of the damage and impacts.
- Specific information about the assistance being requested.
- Actions taken and resources committed by other governments (cities and the County).

**Oregon Office of Emergency Management (OEM) Submittal** – When a City declaration is issued through the County, the County will then contact the Oregon Emergency Response System (OERS) through the OpsCenter and provide a copy of its declaration to OEM to initiate state assistance in emergency management. The County will designate a liaison (authorized individual) to coordinate state emergency response resources and related activities at the impacted area. OEM will route the declaration to the Governor for State resource allocation.

The City may utilize OERS through the County to formally request State and/or interjurisdictional assistance to respond to an emergency event. OERS is a state program to receive requests for emergency assistance and to lead coordination activities amongst the applicable jurisdictions. The County Emergency Manager can access OERS 24 hours a day via telephone.

In the event of an emergency that warrants state and/or interjurisdictional assistance, the County will designate specific individuals that are authorized to utilize OERS on its behalf. Upon contacting OERS, the authorized county representative will provide the required information in the table. This is typically the County Emergency Manager or if not available, designee from line of succession.

### **3.3.2 State Declaration and Request for Federal Assistance**

The City's requests for State assistance must be done through the County who then must make requests for federal disaster assistance through the State of Oregon Office of Emergency Management. The Governor may then request a Federal Disaster Declaration. A Federal Disaster Declaration makes extensive disaster response and recovery assistance available, including financial support to governments, businesses and to individual community members.



### 3.3.3 Termination of Declaration of Emergency

After the emergency has passed, the City Manager will notify the governing body and forward a resolution terminating the Declaration of Emergency for official action. The governing body must decide whether to terminate the State of Emergency at a regular public meeting. As a courtesy, OEM will also be notified of such decisions affecting active declarations.

### 3.3.4 Other Declarations

Other declarations such as through the Emergency Conflagration Act, and public health emergency, and a drought emergency can be made through the County on behalf of the City.

## 3.4 CONTINUITY OF GOVERNMENT

### 3.4.1 Continuity of Government

The following lines of succession have been established to support continuity of government during an emergency:

Emergency Operations	Emergency Policy and Governance
1. City Manager	1. Mayor
2. Police and Fire Chiefs	2. City Commissioner
3. Director of Public Works	3. City Manager

All City departments are responsible for identifying the line of succession of authority in management's absence. Additionally, each City department must provide for the protection, accessibility and recovery of the agency's vital records, systems and equipment. These include records, systems and equipment that, if irretrievable, lost or damaged, will materially impair the agency's ability to conduct business or carry out essential functions. Each agency should have a maintenance program for the preservation and quality assurance of data and systems. The program should consider the cost of protecting or reconstructing records weighed against the necessity of the information for achieving the agency mission.



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## 4.0 LOCAL EMERGENCY MANAGEMENT COORDINATION

Plan Section	Section Outline
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### 4.1 CITY EMERGENCY MANAGEMENT ORGANIZATION

#### 4.1.1 City Requirements

The responsibility of the City and its jurisdictional partners to manage local emergencies, set forth by ORS 401 and described in Section 3.0 of this EOP, is coupled with an implementation requirement that each City shall establish an agency with the primary intent of coordinating and executing the efforts required, maintain an approach to coordination and communication. Where ORS 401 directs the City to establish an emergency management agency, the same statutory provision sets a voluntary standard for cities, allowing for flexibility in scaling municipal approaches to emergency management that are aligned with the approach taken by the City and reflective of the resource constraints faced by smaller communities.

Specifically, ORS 401.306 requires local governments to ensure the following functions are part of any emergency management agency established for the purpose managing local emergencies:

- Coordinate planning activities necessary to prepare and maintain the City EOP.
- Maintain operational readiness of an EOC from which City officials can coordinate support for emergency operations. See Section 4.2 for information on jurisdictional EOCs and staffing of the EOC Team.
- Establish a common incident command structure to be used by all EMO partners. See Section 7 for information on how incidents will be managed including use of ICS in both field and EOC settings.
- Coordinate with City, county, and state agencies to integrate effective practices in emergency preparedness and response in a manner consistent with NIMS.



## 4.2 CITY EMERGENCY PROGRAM MANAGER (CITY MANAGER)

Though many partners may have Emergency Managers, this section focuses first on the position within local government. This focus is due to both the fact that local government Emergency Managers hold positions that are specific to the requirements of, and powers granted by, ORS 401. Additionally, jurisdictional Emergency Managers typically are the community's primary support to the jurisdictional emergency management authority and have the responsibility for maintaining an EOC that serves as a critical resource and key link to state and federal partners during an emergency. The role of other organizational and community-specific positions tasked with the emergency management function is addressed at the end of this section with a highlight on the role of emergency management as connector, convener, and motivator of community preparedness, organizational capability and capacity building, and operational readiness.

For the City, the role of Emergency Manager is delegated to the City Manager.

### 4.2.1 Role and Responsibilities of the City Manager

The City Manager (the City Emergency Program Manager) has the day-to-day authority and responsibility for coordination of the jurisdiction's emergency management program and maintaining a state of readiness. During an emergency, the City Manager will facilitate implementation of the City EMO in coordination with the Incident Commander or direction from the City Commissioners. Unless otherwise assigned, the City Manager will serve as the EOC Manager and facilitate coordination of efforts to establish and execute incident objectives.

Responsibilities of the City Manager include:

- Maintain operational readiness of the City primary EOC and manage EOC activation and operations.
- Serve as a staff advisor to the Policy Group and Incident Commander including assistance in preparing a local Declaration of Emergency.
- Assist in coordination of situational awareness activities and incident documentation.
- Serve as a liaison between the City EMO and the Clatsop County EOC, when activated.
- Facilitate after-action review activities as soon as possible after an emergency and help to implement improvements with partners where requested.



## 4.3 EMERGENCY OPERATIONS CENTER

The EOC, when activated, serves as a location from which support for emergency operations can be coordinated. The EOC does not assume control over most tactical decision making but serves as a central location to support the information and resource requirements of the emergency. The EOC will function based on operational periods established by the EOC Manager. If required, it may remain operational on a 24-hour basis. Like an Incident Command Post (ICP) (*See Section 6.4.1 Field Operations*), the EOC can take on different forms and locations, scaling up or down to meet the incident's impact.

### 4.3.1 Physical Location

In most instances, the EOC will be established at a physical location that will be staffed by the EOC Team.

**Table 4-1 Emergency Operations Center Locations**

Primary Location	Alternate Location
Warrenton City Hall, 225 South Main, Warrenton, Oregon 97146	High ground (no building), SE 19 <sup>th</sup> and Ensign

If necessary, City Emergency Management may designate additional alternate locations for the EOC, which may be a Public Works facility, Public Health office or a fire station.

#### 4.3.1.1 Virtual Operations

In situations where it is not practical or is unsafe to establish a physical location, EOC operations may be conducted virtually using available technology.

#### 4.3.1.2 Activation

The EOC will be activated by the City Manager (or designee), who may assume or designate the role of EOC Manager. While the on-scene Incident Commander retains tactical control of the incident, the EOC Manager and/or the City Manager may assume responsibility for coordinating and prioritizing City resources in support of emergency operations and implements decisions in support of field operations.

Upon activation of the EOC, the EOC Manager will make appropriate notifications to members of the Policy Group as well as notify the State through the OpsCenter. Periodic updates will be issued appropriately for the duration of EOC activation.



#### **4.3.1.3 Access and Security**

During an emergency, access to the EOC will be limited to the EOC Team and personnel approved by the EOC Manager. Appropriate security measures will be in place to identify and document personnel who are authorized to be present.

#### **4.3.1.4 Deactivation**

The EOC Manager and/or the City Manager has the final approval authority for activation and closure of the EOC. Once the decision has been made to limit hours/staff or close the EOC, notification must be disseminated to the same agencies that were notified it was activated. If necessary, the EOC may also be re-opened, and emergency operations re-initiated at any time.

### **4.4 EMERGENCY OPERATIONS CENTER TEAM**

When the EOC is activated, it will be staffed by a cadre of City personnel who will fill positions required by the situation as assessed by the City Manager in coordination with the Incident Commander. For the purposes of this EOP, the Primary EOC Team is comprised of the positions that make up the management, command, and general staff functions in the EOC. Each position will have at least one identified City employees who have been approved by their organizational chain of command and that have received appropriate position-specific training. When possible, additional employees will be assigned and at the direction of the EOC Manager.

*See Section 7.0 for more information on ICS and the roles and responsibilities of EOC Team members.*



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## 5.0 PARTNER ORGANIZATION AND COOPERATION

Plan Section	Section Outline
<b>5</b> Partner Organization and Cooperation	5.1 Whole Community Cooperators and Partners 5.2 Partner Organization 5.3 Responsibilities by Functional Area

The primary coordination mechanism between the City and its cooperators and community and private sector is the EOC which is organized using the Incident Command System with a representatives of key cooperator groups serving as liaisons to a designated position or branch within the EOC.

Successful implementation of the EMO is based on the following assumptions for City and community partners:

- Partners have reviewed, understand and accept their assigned roles and responsibilities.
- Though partners retain ultimate authority over their own personnel, management of emergency operations may require assigned personnel (e.g., EOC team) to take direction from outside of their normal chain of command.
- Partners should remain flexible during emergencies and be prepared to adapt as situation evolves.

### 5.1 WHOLE COMMUNITY COOPERATORS AND PARTNERS

#### 5.1.1 City Departments

The departments, offices, and programs of local governments in the City play a key role as the entities tasked with both delivering essential services to the community and carrying out local government’s responsibility to manage emergencies that impact the community.

During an emergency the role of local government departments will generally parallel their normal day-to-day activities and, to the extent possible, the same personnel and resources will be employed in both cases. Day-to-day activities that do not contribute directly to the emergency response may be suspended for the duration of the emergency.

Departments that have not been assigned a specific function in this EOP should be prepared to make their staff and other resources available for emergency duty at the direction of the EOC Manager.



**Responsibilities of All Departments**

All departments and organizations with tasks assigned in this EOP are responsible for the following:

- Maintain operational readiness to support emergency operations including participation in planning, training and exercise activities.
- Implement procedures to sustain essential operations to extent possible.
- Manage notifications to, and ongoing communications with, department staff throughout the duration of the emergency.
- Assist in damage assessment for department facilities and systems.
- Provide regular updates to the City EOC regarding operational status, available resources and needs.
- Assign personnel to the City EOC as requested.
- Maintain proper documentation of incident activities and expenditures to support requests for reimbursement.
- Participate in post-incident hot wash and after-action processes.

**5.1.2 Community and Private Sector Partners**

Private sector businesses, volunteer organizations and Nongovernmental Organizations (NGOs) may also assist in emergencies and can include the American Red Cross, Salvation Army, and UCAN according to need and availability. Hospitals, nursing homes and other institutional facilities are required by law to have disaster plans. The City Manager will work with private sector businesses and volunteer and service organizations to provide services in emergency situations.

**Responsibilities of Community and Private Sector Partners**

Prior to an incident, a Mutual Aid Agreement (MAA), Memorandum of Understanding (MOU), or other agreed upon contracts will signed with identified community and private sector partners. Partners will be involved in planning processes, and responsibilities may include:

- Train and manage volunteer resources.
- Identify shelter locations and needed supplies.



- Provide critical emergency services to those in need, such as clothing, food and shelter cleaning supplies and assistance with post-emergency cleanup.
- Plan for the protection of employees, customers, clients, infrastructure and facilities.
- Plan for the protection of information and the continuity of business operations.
- Collaborate with EMO personnel before an incident occurs to determine what assistance may be necessary and how private sector organizations can help.
- Develop and exercise emergency plans before an incident occurs.
- Establish mutual aid and assistance agreements to provide specific response capabilities.
- Provide assistance and volunteers to support local emergency management and public awareness during response and throughout the recovery process.

### **5.1.3 State and Federal Agencies**

State and Federal roles and responsibilities are established in the State of Oregon Emergency Operations Plan (EOP) and National Response Framework (NRF), respectively. The Governor is responsible for assigning the State agencies or departments best suited to respond to the emergency. Some State agencies may call upon their federal counterparts to provide additional support and resources.

Additionally, the State Emergency Response Commission (SERC) (i.e., the Oregon State Fire Marshal), which is a requirement of the Emergency Planning and Community Right to Know Act (EPCRA), is responsible for establishing local emergency planning districts within the state and overseeing state emergency response commissions for each planning district. The SERC shall appoint Local Emergency Planning Committees (LEPCs) within those planning districts to create emergency plans. The SERC provides administrative oversight and assistance to the LEPC's in accomplishing their requirements.

### **5.1.4 Individuals and Households**

The City EMO will assist individuals and community organizations by conducting emergency training programs and providing emergency preparedness information. Individuals and households can assist in emergency response by the following actions:

- Reduce hazards in their homes.
- Prepare emergency supply kits and household emergency plans.





- Monitor emergency communications carefully.
- Volunteer with established organizations.
- Enroll in emergency preparation training courses.

## 5.2 PARTNER ORGANIZATION

To support cooperators in maintaining effective coordination with jurisdictional partners and each other, they are organized into functional groupings that align with the ESFs used by the State of Oregon and federal partners and provide a mechanism for carrying out the range of activities that may be required during an emergency or disaster. Each ESF is led by a primary agency tasked with carrying out or facilitating assignment of function-specific responsibilities to supporting cooperators and serving as a conduit for information from cooperators to the City EOC. ESFs also serve as the primary connection point for community partners to interface with the local government authorities and Emergency Services Agency Cooperators.

## 5.3 SCOPE AND RESPONSIBILITIES BY FUNCTIONAL GROUP

Table 5-1 provides a summary of the four functional groups established to support coordination both during response and recovery and in the steady state. Sections 5.3.2 through 5.3.5 provide additional detail on the scope of activities that fall within the responsibility of each group and identifies the primary City departments responsible for coordinating with partners to carry out those activities.

**Table 5-1. Whole Community Functional Groups and Emergency Support Functions**

Functional Group	Cooperators and Partner Types	Related ESFs
<b>Management Services</b>	Planning Resource Support Finance Human Resources Public Information	ESF 5 – Information and Planning ESF 7 – Resource Support ESF 14 – Public Information ESF 15 – Volunteers and Donations ESF 18 – Business and Industry
<b>Emergency Services</b>	Fire Services Law Enforcement Emergency Medical Services 911/Dispatch Telecommunications	ESF 2 – Communications ESF 4 – Firefighting ESF 9 – Search and Rescue ESF 10 – Hazardous Materials ESF 16 – Law Enforcement
<b>Health and Human Services</b>	Public Health Healthcare Providers Behavioral Health Environmental Health Community Assistance Providers Agriculture	ESF 6 – Mass Care ESF 8 – Health and Medical ESF 11 – Agriculture and Animal Protection
<b>Infrastructure Services</b>	Transportation	ESF 1 – Transportation



	Water and Wastewater Electric Natural Gas Waste Management and Sanitation	ESF 3 – Public Works ESF 12 - Energy
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**5.3.1 Management Services**

<b>Table MGT-2 Management Services Emergency Support Functions</b>				
<b>ESF 5 Information and Planning</b>	<b>ESF 7 Resource Support</b>	<b>ESF 14 Public Information and External Affairs</b>	<b>ESF 15 Volunteers and Donations</b>	<b>ESF 18 Business and Industry</b>
<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Facilitate EOC planning Meetings and facilitate the EOC action planning process.</li> <li>Manage EOC data gathering and management activities.</li> <li>Process and analyze incident data, generate information products, and facilitate their availability to partners.</li> <li>Manage requests for information including coordination with the media.</li> <li>Disseminate timely and accurate public information.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Coordinate resource support to fulfill emergency operations requirements.</li> <li>Monitor and track all requests for local and outside resources and coordinate acquisition, delivery and release of resources.</li> <li>Monitor and document the financial costs of providing resources to include costs if providing State</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Establish policies for internal review and approval of public information prior to its release to the community and/or media partners.</li> <li>Coordinate and distribute pre-emergency preparedness public awareness information.</li> <li>Maintain a reliable alert and warning system.</li> <li>Control the spread of</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Coordinate the identification and vetting of volunteer resources.</li> <li>Match volunteer resources and donations with the unmet needs of impacted communities.</li> <li>Maintain a donations management system to ensure the effective utilization of donated cash, goods, and services.</li> <li>Provide guidance to personnel coordinating the management of</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Coordinate with business and industry partners to facilitate private sector support to response and recovery operations.</li> <li>Identify immediate and short-term, recovery assistance to businesses and industry partners</li> <li>Facilitate communication between businesses and industry partners and local and county Emergency Management</li> </ul>



<ul style="list-style-type: none"> <li>Facilitate coordination between internal and external emergency management, planning, geospatial, and information technology leads.</li> </ul>	agency support, purchasing or contracting goods and services, transportation and above normal staffing.	rumors, correct misinformation and public information needs.	undesignated cash donations, unsolicited goods, and emergent volunteers.	organizations (ESF 5).
<p style="text-align: center;"><b>City Manager</b></p>	<p style="text-align: center;"><b>City Manager</b></p>	<p style="text-align: center;"><b>City Building/Planning</b></p>	<p style="text-align: center;"><b>City Manager</b></p>	<p style="text-align: center;"><b>City Building/Planning</b></p>

*See the Management Annex for additional detail.*



**5.3.2 Emergency Services**

**Table 5-3 Emergency Services Emergency Support Functions**

<b>ESF 2 Communications</b>	<b>ESF 4 Firefighting</b>	<b>ESF 13 Search and Rescue</b>	<b>ESF 10 Hazardous Materials</b>	<b>ESF 16 Law Enforcement</b>
<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Establish and maintain an effective communication system for use in a disaster.</li> <li>Coordinate the provision of temporary communications capability to first responders and City departments, and partner agencies.</li> <li>Maintain information technology infrastructure including provision of cybersecurity measures.</li> <li>Maintain a reliable alert and warning system.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Support local assessment and identification of public impact and needs</li> <li>Conduct fire and rescue operations for wildfires.</li> <li>Provide fire detection services and coordinate warning systems.</li> <li>Perform fire hazard inspections for residential and commercial structures and provide public information regarding defensible space and other fire safe measures.</li> <li>Maintain and coordinate fuel breaks in strategic areas in the City.</li> <li>Coordinate emergency evacuations for large wildfires with law enforcement and transportation resources.</li> <li>Assist in urban, oceanic and wilderness search and rescue efforts.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Deploy resources in both urban and non-urban search and rescue during a major disaster or incident.</li> <li>Coordinate with ESF 8 for emergency medical services.</li> <li>Coordinate Search and Rescue (SAR) with Clatsop County and within the city.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Establish and coordinate strategies for actual or potential discharge or release of hazardous materials resulting from a natural, human-caused, or technological disaster.</li> <li>Address hazardous materials incidents including chemical, biological, and radiological substances, whether accidentally or intentionally released.</li> <li>Coordinate the appropriate response to secondary or tertiary environmental protection issues.</li> <li>Provide guidelines for the public notification and alerts.</li> <li>Coordinate with County and State for nuclear/radiological response activities.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Coordinate additional law enforcement resources as needed (i.e., Oregon National Guard, Oregon State Police, etc.).</li> <li>Provide access control and site security to support local efforts to control access to the incident site, critical facilities, and/or critical infrastructure.</li> <li>Provide crowd and traffic control services related to emergency events.</li> <li>Coordinate site security and access control, such as security at public shelters, EOCs, bulk distribution sites, feeding sites and point of dispensing sites.</li> <li>Manage evacuation operations and/or shelter in place orders.</li> <li>Provide urban and wilderness search and rescue (SAR) services as requested.</li> </ul>



Lead City Departments				
City Police Department	City Fire Department City Police Department	City Police Department	City Fire Department City Police Department	City Police Department

*See the Emergency Services Annex for additional detail.*



**5.3.3 Health and Human Services**

**Table 5-4 Health and Human Services Emergency Support Functions**

<p><b>ESF 6</b> Mass Care</p>	<p><b>ESF 8</b> Health and Medical</p>	<p><b>ESF 11</b> Food and Water</p>	<p><b>ESF 11</b> Agricultural and Natural Resources</p>
<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Assess the impact of an emergency or disaster on the community and support efforts to address unmet human needs.</li> <li>• Provide shelter for individuals and households displaced by an emergency or disaster.</li> <li>• Provide mass feeding operations and distribute bulk supplies.</li> <li>• Facilitate assistance to connect displaced individuals and households with temporary and longer-term housing solutions.</li> <li>• Ensure that persons with access and functional needs are provided appropriate supports during an emergency or disaster.</li> <li>• Provide emergency first aid assistance for large numbers of people.</li> <li>• Gather and make available disaster welfare information on impacted individuals and households.</li> <li>• Connect individuals and households in the community with assistance programs.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Assess the impact of an emergency or disaster to public health, emotional well-being and healthcare, and the support efforts to stabilize those systems.</li> <li>• Identify persons with medical needs and coordinate the appropriate care and required movement of those persons within impacted areas or shelters.</li> <li>• Monitor, investigate and control potential threats to human health through proactive and ongoing surveillance and response measures.</li> <li>• Distribute medical countermeasures and/or non-medical interventions.</li> <li>• Provide mental health supports for the community including first responders and impacted individuals and communities.</li> <li>• Conduct mass casualty and mass fatality operations when the number of injured or deceased that result from an emergency exceed local capabilities.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Provide nutrition assistance and coordinate to obtain needed food and water supplies.</li> <li>• Provide environmental health services including food and water safety, foodborne disease surveillance and investigations, water quality testing and surveillance</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Assess the impact of an emergency or disaster on agriculture, animals and natural and cultural resources.</li> <li>• Assist in the care and shelter of service animals, pets and livestock.</li> <li>• Protect natural and cultural resources including efforts to preserve, conserve and rehabilitate those resources.</li> </ul>



	<ul style="list-style-type: none"> <li>• Provide public health and medical information in coordination with the Public Information Officer (PIO).</li> </ul>		
<b>Lead City Departments</b>			
<b>City Manager</b>	<b>City Fire Department</b>	<b>City Manager City Public Works</b>	<b>City Manager</b>

*See the Health and Human Services Annex for additional detail.*





**5.3.4 Infrastructure Services**

<b>Table 5-5 Infrastructure Services Emergency Support Functions</b>		
<b>ESF 1 Transportation</b>	<b>ESF 3 Public Works</b>	<b>ESF 12 Energy</b>
<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Monitor and report status of, and damage to transportation system and critical infrastructure as a result of the incident.</li> <li>• Identify temporary alternative transportation solutions that can be implemented when systems or infrastructure are damaged, unavailable or overwhelmed.</li> <li>• Coordinate access to transportation routes including snow and ice removal and debris management.</li> <li>• Coordinate the emergency repair and restoration of the transportation network.</li> <li>• Provide logistical transportation of evacuees, personnel, equipment, materials and supplies.</li> <li>• Partner with law enforcement (ESF 13) efforts to monitor, control and coordinate traffic.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Address the coordination of assessments of energy and water/wastewater systems, components and utilities for damage, operability, supply, demand and the requirements to restore such systems.</li> <li>• Coordinate engineering and construction management support for response and recovery operations.</li> <li>• Prioritize and initiate emergency work to clear debris and obstructions from emergency transportation routes and removal of debris from public property.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Assist City departments and agencies in obtaining fuel for transportation (ESF 1), communications (ESF 2), emergency operations and other critical functions.</li> <li>• Help energy suppliers and utilities obtain equipment, specialized labor and transportation (ESF 1) to repair or restore energy systems and/or water or wastewater facilities and infrastructure.</li> <li>• Address the provision of temporary emergency power generation capabilities and/or water and wastewater facilities to support critical facilities and equipment until permanent restoration is accomplished.</li> <li>• Coordinate emergency fuel support for transportation operations (ESF 12).</li> </ul>
<b>Lead City Departments</b>		
<b>City Public Works</b>	<b>City Public Works</b>	<b>City Public Works</b>

*See the Health and Human Services Annex for additional details*



**SECTION 5.0 PARTNER ORGANIZATION AND COOPERATION**




**Table 5-6 Response Partners by Emergency Support Function**

ESF	City Commission	Administration (City Manager)	Building/Planning	Fire Department	Police Department	Public Works	Marinas	Warrenton School District	Sunset Empire	Transportation District	Medix Ambulance Service	Private hospitals	Local Radio (KSAT)	Northwest Natural Gas	Pacific Power	American Red Cross	Lincare Inc. (oxygen vendor)
<b>ESF 1 Transportation</b>						P		S	S		S						
<b>ESF 2 Communications</b>				S	P	S							S				
<b>ESF 3 Public Works</b>			S			P											
<b>ESF 4 Firefighting</b>				P		S											S
<b>ESF 5 Information and Planning</b>	S	P		S	S	S											
<b>ESF 6 Mass Care</b>		P						S			S					S	S
<b>ESF 7 Resource Support</b>		P	S	S	S	S											
<b>ESF 8 Health and Medical</b>				P							S	S					
<b>ESF 9 Search and Rescue</b>				S	P		S										
<b>ESF 10 Hazardous Materials</b>				P	S	S											
<b>ESF 11 Food and Water</b>		P				S											S
<b>ESF 12 Energy</b>						P								S	S		
<b>ESF 14 Public Information</b>	S	P			S	S							S				
<b>ESF 15 Volunteers and Donations</b>		P								S						S	



**SECTION 5.0 PARTNER ORGANIZATION AND COOPERATION**

MAY 2022

ESF		City Commission	Administration (City Manager)	Building/Planning	Fire Department	Police Department	Public Works	Marinas	Warrenton School District	Sunset Empire	Transportation District	Medix Ambulance Service	Private hospitals	Local Radio (KSAT)	Northwest Natural Gas	Pacific Power	American Red Cross	Lincare Inc. (oxygen vendor)
	<b>ESF 16 Law Enforcement</b>					<b>P</b>												
	<b>ESF 17 Agriculture and Animal Production</b>		<b>P</b>					<b>S</b>										
	<b>ESF 18 Business and Industry</b>	<b>S</b>	<b>S</b>	<b>P</b>		<b>S</b>	<b>S</b>											

Note: P = Primary Agencies; S = Supporting Agencies, Cooperators, Partners



# 6.0 CONCEPT OF OPERATIONS

Plan Section	Section Outline
<div style="display: flex; align-items: center;"> <div style="background-color: black; color: white; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-right: 10px;">6</div> <div> <p><b>Concept of Operations</b></p> </div> </div>	<ul style="list-style-type: none"> <li>6.1 Response Priorities</li> <li>6.2 Emergency Classification</li> <li>6.3 Incident Command System</li> <li>6.4 Operational Coordination</li> <li>6.5 Activation and Mobilization</li> <li>6.6 Alert and Warning</li> <li>6.7 Communications</li> <li>6.8 Information Management</li> <li>6.9 Resource Management</li> <li>6.10 Demobilization and Transition to Recovery</li> </ul>

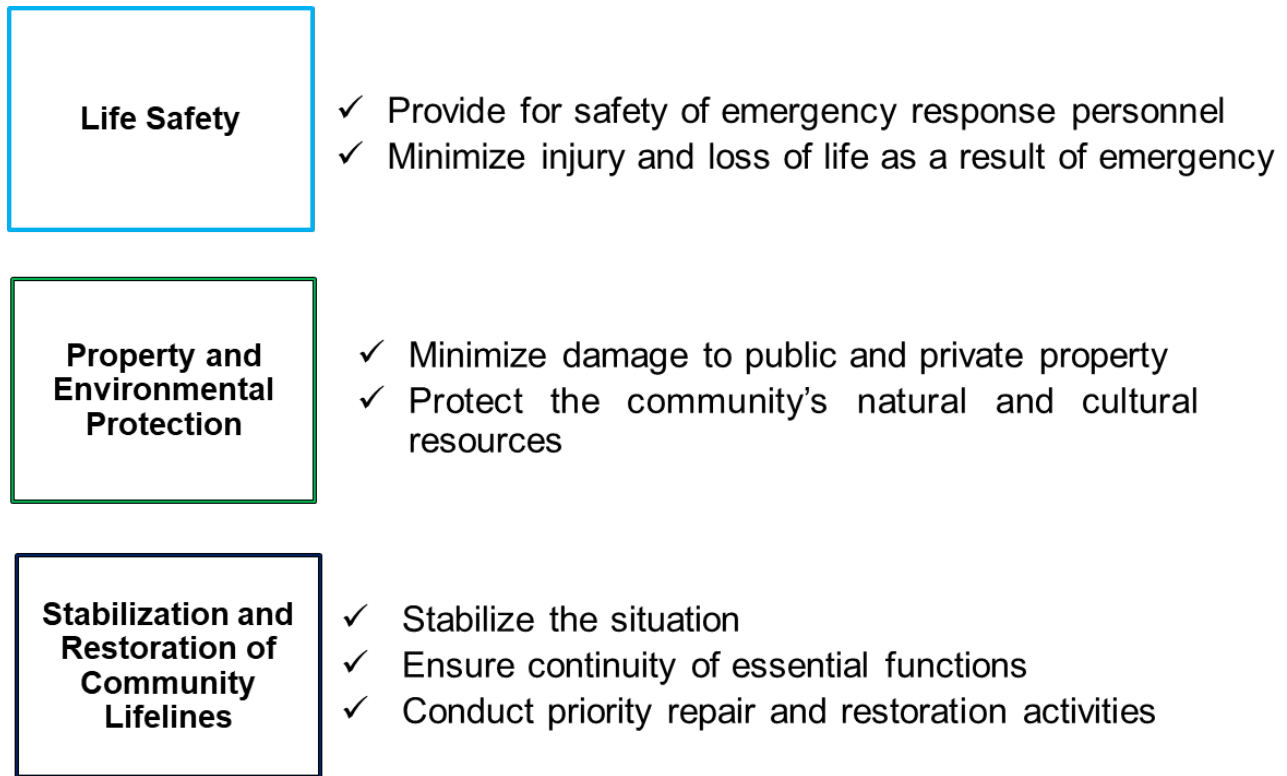
The City has the responsibility for protecting life, property and environment within its boundaries as well as a common responsibility to be a collaborative partner with neighboring jurisdictions and response partners. This concept of operations provides an all-hazards framework for conducting emergency operations and provides the plan user with an overview of the key elements of the City EMO.

## 6.1 RESPONSE PRIORITIES

Every emergency is different, and the strategies and tactics that will be used to manage response and recovery operations will be dependent on a range of considerations including the type, size, and severity of the emergency with priorities being set by the Incident Command and EOC Team with guidance and direction from the Policy Group. To support decision-makers in setting incident-specific priorities, this EOP establishes the following overarching priorities as a foundation for how the City and its whole community partners will approach coordination of support for emergency operations, with life safety always as the top priority.



**Figure 6-1 Priorities for Emergency Operations**



## 6.2 EMERGENCY CLASSIFICATION

The EOP establishes five primary classifications for an emergency that serve as a tool for assessing the need for activation of the City EMO and to what scale.

Type	Incident Effect Indicators
<div style="text-align: center; font-size: 2em; font-weight: bold; border: 2px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">1</div>	<ul style="list-style-type: none"> <li>• Incident shows high resistance to stabilization or mitigation</li> <li>• Incident objectives cannot be met within numerous operational periods</li> <li>• Incident extends from two weeks to over a month or longer</li> <li>• Population within and surrounding the region or state where the incident occurred is significantly affected</li> <li>• Incident threatens, damages, or destroys significant numbers of residential, commercial, and cultural properties</li> <li>• Incident damages or destroys numerous critical infrastructure and key resources; mitigation extends multiple operational periods and requires long-term planning and extensive coordination</li> <li>• Evacuated and relocated populations may require sheltering and housing for weeks or months</li> <li>• Elected/appointed governing officials, political organizations, and stakeholder groups require a high level of interaction</li> <li>• Incident has resulted in external influences, has widespread impact, and involves political and media sensitivities requiring comprehensive management</li> </ul>



	<ul style="list-style-type: none"> <li>• Conditions or actions that caused the original incident still exist, so a cascading event or exacerbation of the current incident is likely</li> </ul>
<b>2</b>	<ul style="list-style-type: none"> <li>• Incident shows high resistance to stabilization or mitigation</li> <li>• Incident objectives typically not met within the first several days</li> <li>• Incident may extend from several days to two weeks</li> <li>• Population within and surrounding the general incident area are affected and may require evacuation during mitigation</li> <li>• Incident threatens damages, or destroys residential, commercial, and cultural properties</li> <li>• Critical infrastructure and key resources may suffer adverse impacts, including destruction, and mitigation actions may extend into multiple operational periods, requiring considerable coordination</li> <li>• Elected/appointed governing officials, political organizations, and stakeholder groups require a moderate level of interaction</li> <li>• Incident has resulted in external influences, has widespread impact, and involves political and media sensitivities requiring comprehensive management</li> <li>• Conditions or actions that caused the original incident may persist, so a cascading event or exacerbation of the current incident is likely</li> </ul>
<b>3</b>	<ul style="list-style-type: none"> <li>• Incident shows some resistance to stabilization or mitigation</li> <li>• Incident objectives typically not met within the first 24 hours after resources arrive</li> <li>• Incident may extend from several days to one week</li> <li>• Population within and immediately surrounding incident area may require evacuations during mitigation</li> <li>• Incident threatens, damages, or destroys residential, commercial, or cultural properties</li> <li>• Critical infrastructure and key resources may suffer adverse impacts, and mitigation actions may extend into multiple operational periods</li> <li>• Elected/appointed governing officials and stakeholder groups require some level of interaction</li> <li>• Conditions or actions that caused the incident may persist; as a result, there is some possibility of a cascading event or exacerbation of the current incident</li> </ul>
<b>4</b>	<ul style="list-style-type: none"> <li>• Incident shows little resistance to stabilization or mitigation</li> <li>• Incident objectives typically met within several hours once resources arrive on scene</li> <li>• Incident may extend from several hours to 24 hours</li> <li>• Limited effects to population surrounding incident; few or no evacuations necessary during mitigation</li> <li>• Incident threatens, damages, or destroys a minimal number of residential, commercial, or cultural properties</li> <li>• Critical infrastructure and key resources may suffer adverse impacts, but mitigation measures are uncomplicated and can be implemented within one operational period</li> <li>• Elected/appointed governing officials and stakeholder groups require little or no interaction, but they may need to be notified</li> <li>• Conditions or actions that caused the original incident do not persist; as a result, there is little to no probability of a cascading event or exacerbation of the current incident</li> </ul>
<b>5</b>	<ul style="list-style-type: none"> <li>• Incident shows no resistance to stabilization or mitigation</li> <li>• Incident objectives typically met within one or two hours once resources arrive on scene</li> <li>• Minimal effects to population immediately surrounding the incident; few or no evacuations needed during mitigation</li> <li>• No adverse impact on critical infrastructure and key resources</li> </ul>



- Elected/appointed governing officials and stakeholder groups require little or no interaction and may not need notification
- Conditions or actions that caused the original incident do not persist; as a result, there is no probability of a cascading event or exacerbation of the current incident

### 6.3 INCIDENT COMMAND SYSTEM

During an emergency, the day-to-day organizational structure used by partners can create barriers to timely and coordinated decision making and the City has adopted the NIMS including the use of the ICS as the management structure to be used to manage emergency operations.

ICS is a standardized approach to the command, control and coordination of on-scene incident management that provides a common hierarchy within which personnel from multiple organizations can be effective. ICS specifies an organizational structure for incident management that integrates and coordinates a combination of procedures, personnel, equipment, facilities and communications. Using ICS for every emergency helps hone and maintain skills needed to coordinate efforts effectively. ICS is used by all levels of government as well as by many community-based and private sector organizations. ICS applies across disciplines and enables incident managers from different organizations to work together in achieving unified goals.

### 6.4 OPERATIONAL COORDINATION

#### 6.4.1 Field Operations

Most emergencies will be managed at the scene or location of the incident by an Incident Commander and field-based Incident Command Team. Based on the severity of the incident, operations and the need for ongoing support, the Incident Commander may establish an Incident Command Post (ICP) to support on-scene control of tactical operations. Depending on the scope of the incident, the ICP may be a temporary field facility such as a tent or may simply take the form of a vehicle or table. Should the need to pre-position resources arise to support response operations a staging area may be established.

Incident Command Team responsibilities during an emergency include:

- Secure the scene and establish command using ICS.
- Direct and control the on-scene response to the emergency and manage the emergency resources committed there.
- Warn the population in the service area affected by the incident and provide emergency instructions to them through the Clatsop County Emergency Notification System (ClatsopALERTS!) as set up by Clatsop County Emergency



Management, or other City public messaging as determined appropriate to incident conditions.

- Identify and implement protective measures for the population in the incident's service area and for emergency responders at the scene.
- Implement traffic control arrangements in and around facilities.
- Make required notifications and request activation of the EOC if support is required.
- Develop incident objectives and document them in an Incident Action Plan (IAP) when incident requires, like extended activity beyond one normal operational period.
- Maintain active communication with the EOC throughout the duration of activities.

#### 6.4.1.1 Unified Command

When no one jurisdiction, agency or organization has primary authority and/or the resources to manage an incident on its own, a Unified Command may be established. Under a Unified Command, participating partners manage the incident by jointly approved objectives. The resulting unity of effort allows the Unified Command to allocate resources regardless of ownership or location though its existence and does not affect individual agency authority, responsibility or accountability.

#### 6.4.1.2 Area Command

An Area Command is a management structure established to oversee the organization of multiple incidents handled by separate ICS organizations, or very large incidents that involve multiple ICS organizations. Area Command is activated only if necessary, depending on the complexity of the incident and span-of-control and does not have operational responsibilities.

### 6.4.2 Policy Group

The Policy Group is referred to in this plan as a single body, but in fact may have several components with representation from each jurisdictional emergency management authority. Each group is responsible for the activities conducted within their respective jurisdiction. The members of the Policy Group include both elected and appointed executives with certain legal responsibilities.

Policy Group responsibilities during an emergency may include:

- Provide leadership and direction to the Incident Commander and EOC Team to guide decision making and priority setting.





- Provide guidance for the allocation of scarce resources and collaborate to manage competing priorities.

#### 6.4.2.1 Multi-Agency Coordination Group

If the emergency requires significant coordination between jurisdictional partners with authority over the incident, the Policy Group may be expanded into a Multi-Agency Coordination (MAC) Group including administrators/executives from each participating entity who are authorized to commit agency resources and funds. The MAC Group provides a venue for coordinated decision making and resource allocation among cooperating agencies and is responsible for providing direction in situations where there are competing priorities, resource constraints and the need for harmonization of policy.

## 6.5 ACTIVATION AND MOBILIZATION

### 6.5.1 Activation

Once a situation has been assessed, the City Manager may, at the request of the Incident Commander or direction from the City Commissioners or internal authority activate the City EMO, including activation of the EOC. EOC activation levels can scale from virtual, partial and fully active. The City Manager will mobilize the EOC Team and make an initial determination of EOC staffing requirements based on the emergency's type, size, severity and anticipated duration. An Emergency Declaration is not required to implement the EMO or activate the EOC.

### 6.5.2 Initial Notifications

Initial notifications that a significant incident has occurred will be coordinated by the Incident Commander or through dispatch and will include the City Manager. Upon activation of the EOC, the EOC Manager will notify the following partners to inform them of the activation:

- ✓ City Commissioners
- ✓ City Manager
- ✓ City Mayors
- ✓ Chief of Police
- ✓ City Public Information Officer (PIO)
- ✓ OEM through County OpsCenter
- ✓ ESF Primary Agencies (incident-specific)



### 6.5.3 Mobilization

Upon notification that the EOC has been activated and/or an emergency has been declared, all involved cooperators and partners will implement their respective plans and procedures including recall of critical employees (if the incident occurs during non-working hours, off-duty) and the collection, inventory, temporary repair and allocation of City assets to provide maximum prompt, sustained operations in response to a disaster.

Partners should as soon as practicable, provide the EOC Manager and/or the City Manager with the following information:

- Operational status.
- Readiness and availability of resources.
- Changing conditions and status of resources (personnel, equipment, facilities, supplies etc.).
- Significant concerns and issues dealing with potential or actual loss of life or property.

### 6.5.4 Continuity of Operations

City communication and work centers may be destroyed or rendered inoperable during a disaster. Normal operations can be disrupted during a general emergency; however, consistent with City operations, the City can still operate effectively if public officials, first responders, employees, volunteers and community members are:

- Familiar with established policies and procedures.
- Assigned pre-designated tasks.
- Provided with re-assembly instructions.
- Formally trained in their duties, roles and responsibilities required during emergency operations.
- Have alternate sites where the same functions can be performed.

## 6.6 ALERT AND WARNING

### 6.6.1 Alert and Warning

If the emergency poses an imminent threat to life or safety, the City may choose to issue emergency alerts to inform community members of the situation and instruct them of



protective actions that should be taken. The City may utilize a variety of methods to issue emergency alerts to response partners and the public. These may include:

- Emergency Notification System (City and Clatsop County)
- Website and social media
- Door-to-door notification
- Broadcasting stations, Amateur radio

#### 6.6.1.1 Emergency Notification System

A public warning and broadcast system, ClatsopALERTS! is established for Clatsop County to provide mass emergency notifications and instructions during a pending or actual emergency incident or disaster. The City Manager shall provide the public with educational/instructional materials and presentations on subjects regarding safety practice and survival tactics for the first 72 hours of a disaster. Emergency notification procedures are established among the response community, and call-down lists are updated and maintained through each individual agency. External partners can be activated and coordinated through the City EOC. See *Section 6.4.1 for more information.*

## 6.7 COMMUNICATIONS

### 6.7.1 Communications

The ability of responders from different agencies and disciplines to work together depends greatly on their ability to communicate with each other. Plain language is essential to first responders and public safety and will be used by all City personnel during emergencies. The use of common terminology enables emergency responders, EOC personnel and staff to communicate clearly with each other and effectively coordinate response activities, regardless of an incident's size, scope or complexity.

City response personnel will communicate and receive notifications using traditional communications technology, such as landline and cellular telephones, faxes, pagers, internet/e-mail and radio throughout the duration of response activities as long as these resources are available. Emergency notification procedures are established among the response community, and call-down lists are updated and maintained by each agency and, as appropriate, in the City's emergency notification system. Notification of external partners will be coordinated through the City EOC as appropriate.

#### 6.7.1.1 Interoperability

Interoperability is the ability of public and private agencies, departments and other organizations to operate and communicate effectively together through the use of



systems, personnel and equipment. Successful emergency management and incident response operations require the continuous flow of critical information among jurisdictions, disciplines, organizations and agencies. Interoperability plans or procedures should be developed that include training and exercises, SOPs, new technology and considerations of individual agency governance, as well as consideration of use within a stressful and often chaotic context of a major response. Interoperable voice, data or video-on-demand communication systems allow emergency management/response personnel to communicate within and across agencies and jurisdictions in real time, when needed and when authorized.

*See the Emergency Services Annex for more information on operational communications.*

## 6.8 INFORMATION MANAGEMENT

### 6.8.1 Situational Awareness and Intelligence Gathering

Situational awareness and intelligence gathering are necessary to maintain a common operating picture among response agencies and serves as the basis for conducting effective emergency alert and warning (when an incident alert is not received by an outside agency). Intelligence gathering may also be used to detect, prevent, apprehend and prosecute criminals planning terrorist incidents.

On a day-to-day basis, when the EOC is not fully activated City and community partners will:

- Be aware of their surroundings and identify and report potential threats and dangerous situations.
- Share and evaluate information from multiple sources.
- Integrate communications and reporting activities among responding agencies.
- Monitor threats and hazards.
- Share forecasting of incident severity and needs.

If activated, the EOC Planning Section (in coordination with ESF 5 partners) will lead situational awareness and intelligence gathering activities and functions, unless otherwise designated. If a criminal or terrorist incident is suspected, the Sheriff's Office will coordinate with state law enforcement partners including the Oregon State Police and the Oregon Terrorism Information Threat Assessment Network Fusion Center (OTFC). During a terrorist incident, the OTFC will support situational awareness and intelligence gathering functions.



### 6.8.2 Public Information

Emergency public information support activities will be coordinated through assigned jurisdictional PIOs, or through the EOC PIO, when activated. For a more complex or multi-jurisdictional response, the City may choose to establish a local call center or participate in a Joint Information Center (JIC) activated by state or federal partners.

*See the Management Services Annex for additional detail on information management.*

## 6.9 RESOURCE MANAGEMENT

Resource requests must be submitted by the City Manager, or through the EOC, when activated, to OEM through the OpsCenter by Clatsop County Emergency Management and according to provisions outlined under ORS Chapter 401.

Each jurisdictional partner is responsible for the direction and control of their respective resources during an emergency and for assessing and communicating their resource needs. Prior to requesting support, partners must utilize all available local resources including those available through mutual aid. Upon Declaration of a State of Emergency, assistance requests should be submitted to the City EOC. The City EOC processes subsequent assistance requests to the State.

When the EOC is activated, the EOC Manager, with direction from the Policy Group, has the authority to establish priorities for assignment of resources to meet objectives. The Logistics and Planning Sections have primary responsibility for coordinating the resource management activities. In a situation where limited resources and competing priorities exist, the Policy Group is responsible for providing prioritized direction.

### 6.9.1 Resource Typing

The City utilizes resource typing, which is a method for standardizing equipment requests and managing resources during an incident in accordance with NIMS. A resource typed list can increase the usefulness of the tools requested during an emergency and may reduce costs by eliminating orders for equipment that is inaccurate or inappropriate for the situation. City response personnel and support staff should be trained and exercised using resource typing lists to ensure familiarity with the standard terminology for commonly requested resources.

### 6.9.2 Credentialing of Personnel

At this time, the City has not implemented a complete and formalized credentialing program, however basic NIMS/ICS trainings that have been completed are tracked for awareness and best practice purposes.

*See the Management Services Annex for more information on resource management.*



### 6.9.3 Mutual Aid

State law (ORS 402.010 and 402.015) authorizes local governments to enter into cooperative assistance agreements or mutual aid agreements with other public and private agencies in accordance with their needs. Personnel supplies and services may be used by a requesting agency if the granting agency cooperates and extends such services. However, without a mutual aid pact, both parties must be aware that state statutes do not provide umbrella protection, except in the case of fire suppression pursuant to ORS 476.510 to ORS 746.610 (the Oregon State Emergency Conflagration Act).

Existing Mutual Aid Agreements (MAA) and Memorandums of Understanding (MOU) are on file with City Emergency Management. During an emergency, a local Declaration of a State of Emergency may be necessary to activate these agreements and allocate appropriate resources. Existing mutual aid agreements and other mechanisms for mutual assistance are listed, where necessary in the ESF annexes of this EOP.

### 6.9.4 Oregon Resources Coordination Assistance Agreement

In the event of an emergency event, the City may need assistance from other governmental jurisdictions outside of their normal mutual aid partners to provide quick response and/or achieve more resource capacity. The ORCAA program establishes a process and coordination procedures for jurisdictions to provide/receive assistance to/from neighboring communities to better respond to emergency events. The program allows partnering agencies, governments and other entities to establish and adopt formal agreements to provide staffing, technical and operational resources to help address emergency events outside their normal jurisdictional boundaries.

The following summarizes the process by which the City will seek assistance and manage response activities from neighboring jurisdictions (and for those the City has a formal ORCCA):

- **ORCCA Request Form** – When emergency response assistance is warranted, the City’s authorized representative shall complete an ORCCA request form and submit to the jurisdiction in which it seeks emergency response assistance – the City shall submit a copy of the request form to the OEM. The City shall submit the form to the individual/department as outlined in the ORCCA for that jurisdiction.
- **City Authorized Representative** – The City’s authorized representative or designee shall oversee the emergency response/recovery activities and direct emergency responders (including resources from the other jurisdictions). This authorized representative or designee shall also oversee deployment activities once the emergency event has been resolved.



See Appendix E for supporting information and applicable forms.

## 6.10 DEMOBILIZATION AND TRANSITION TO RECOVERY

### 6.10.1 Demobilization and Transition to Recovery

As the emergency progresses and the immediate response subsides, a transition period will occur during which emergency responders will hand responsibility for emergency coordination to agencies involved with short- and long-term recovery operations.

The following issues will be considered when demobilizing:

- Identification of surplus resources and probable resource release times.
- Demobilization priorities as established by the EOC Manager and/or the City Manager.
- Released or demobilized response resources as approved by the EOC Director and/or the City Manager.
- Repair and maintenance of equipment, if necessary.
- Documentation for all personnel, resources and supplies have been completed and submitted as required.

The EOC Manager and/or the City Manager, will determine when a State of Emergency no longer exists. Emergency operations can be terminated, and normal City functions can be restored. However, if the emergency falls under a State or Federal declaration, then the State or Federal agencies will decide when and how a declared emergency is terminated.

### 6.10.2 Transition to Recovery

Once the immediate response phase has been completed, the City will turn towards recovery to restore government function and community services. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public, such as bringing necessary lifeline systems (e.g., power, communication, water and sewage, disposal of solid and hazardous wastes or removal of debris) to an acceptable standard while providing for basic human needs (e.g., food, clothing and shelter). Once stability is achieved, the City can concentrate on long-term recovery efforts, which focus on restoring the community to a “new normal” or improved state.

Based on assessment of the situation, the EOC Manager will, in consultation with the Policy Group, facilitate a transition to recovery. In most situations, this will mean a demobilization of the EOC and return to routine operations. In situations where recovery



activities are anticipated to be of a longer duration, the Policy Group may appoint a Recovery Manager to facilitate intermediate and long-term recovery. This alternative may be considered instead of immediately requiring the City Manager to manage recovery operations as part of their daily responsibilities, dependent on scope and breadth of recovery duration.

#### **6.10.2.1 Environmental and Historical Preservation Requirements**

To recover from an emergency event, the City may need federal assistance and will be subject to environmental and historical preservation requirements as a condition to receive aid. These federal requirements aim to preserve natural and cultural resources, and habitat areas (each federal agency has their own preservation requirements which may be applicable even in times of disaster recovery). To the reasonable extent possible, the City will implement its emergency response plans with minimal impact to these areas.

#### **6.10.2.2 Oregon Disaster Recovery Plan**

The Oregon Disaster Recovery Plan was developed under the authority of Oregon Revised Statutes, Chapter 401 which assigns responsibility for emergency services system within the State of Oregon to the Governor. This plan addresses how the State of Oregon manages recovery from disasters in support of local and tribal jurisdictions.





## 7.0 EMERGENCY OPERATIONS CENTER MANAGEMENT

Plan Section	Section Outline
<div style="display: flex; align-items: center;"> <div style="background-color: black; color: white; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-right: 10px;">7</div> <div> <p><b>Incident Management and Coordination</b></p> </div> </div>	<ul style="list-style-type: none"> <li>7.1 EOC Team Organization</li> <li>7.2 EOC Management</li> <li>7.3 General Staff</li> <li>7.4 EOC Action Planning</li> <li>7.5 Emergency Support Functions in the EOC</li> </ul>

### 7.1 EOC TEAM ORGANIZATION

The EOC Team is comprised of a cadre of City personnel that can be mobilized to staff the EOC and support coordination of emergency operations. To be eligible for staffing the EOC during an emergency, EOC Team members must:

- Be authorized by department leadership for reassignment to the EOC for the duration of the response.
- Have completed required training appropriate for the position being filled or be able to complete just-in-time training prior to mobilization or during orientation arrival to the EOC.

EOC Team responsibilities during an emergency may include:

- Fill and perform duties of assigned EOC position or other duties as assigned by the EOC Manager or other member of the chain of command.
- Maintain required documentation for the position and ensure it is provided before leaving after a shift in the EOC.
- Report status to City Manager and availability to respond to the EOC upon request.
- Report to the EOC or other designated location when requested. In a catastrophic disaster or other circumstance where traditional communications may be disabled, the EOC Team will report for duty in the following order of priority:
  - Location designated by the Incident Commander or City Manager.
  - Pre-designated location established in this EOP or other controlling emergency response plan.
  - Closest operable jurisdictional EOC.



- Closet operable government facility.
- Where communications are disabled, Team members may self-activate to EOC to receive assignments.
- Perform assigned EOC role under the direction of the EOC Manager.
- Participate in EOC planning meetings as appropriate and inform development of EOC Action Plan.
- Maintain awareness of situation status and response priorities.
- In the event the emergency requires staffing multiple operational periods, conduct a transition or hand-off briefing with the incoming replacement.
- Participate in post-emergency hot wash and after-action process.

## **7.2 EOC MANAGEMENT**

EOC Management roles are scalable according to resources, and can include the EOC Manager, Safety Officer, Public Information Officer, and Liaison Officer. The term management is used here to distinguish from the ICS organization being used at the scene by the Incident Commander. The EOC management team does not direct tactical field operations, but rather manages EOC support based on needs communicated from the Incident Commander.

### **7.2.1 EOC Manager**

The EOC Manager is responsible for organizing, supervising and operating the EOC and works with the Incident Commander to ensure that the EOC is meeting the needs of the incident.

EOC Manager responsibilities in the EOC include:

- Maintain operational readiness of the EOC at all times.
- Activate the EOC and make appropriate notifications.
- Mobilize and assign EOC team members.
- Provide oversight and leadership for all EOC activities.
- Perform the role of any Command Staff position not otherwise delegated.
- Initiate the EOC Action Plan process.



- Approve the EOC Action Plan, resource request, public information releases and other material, as needed.
- Demobilize the EOC and facilitate a hot wash as soon as practicable.

### **7.2.2 Public Information Officer**

The PIO reports to the EOC Manager and serves as the primary advisor to the EOC Manager and the Policy Group on issues related to public information. PIO responsibilities in the EOC include:

- Coordinate all public information activities for the EOC.
- Coordinate and review all information releases.
- Obtain policy guidance and approval from EOC Manager for all information releases.
- Coordinate media relation activities including briefings, interviews and site tours.
- Support Policy Group members and other leaders in preparing for media briefings.
- Coordinate resources to support call taking to manage public inquiries and assistance.
- Monitor media sources to track news and manage rumor control.
- Coordinate with agency PIOs and participate in Joint Information System including management of a JIC.

### **7.2.3 Safety Officer**

The Safety Officer reports to the EOC Manager and serves as the primary advisor to the EOC Manager and Policy Group on issues related to health and safety. Safety Officer responsibilities in the EOC include:

- Conduct a risk identification and analysis of the EOC and address findings.
- Monitor hazardous situations in the EOC as well as external conditions (e.g., weather).
- Monitor physical and mental well-being of EOC Team and make recommendations as appropriate.
- Coordinate EOC security measures.



- Advise on health and safety issues and exercise emergency authority to stop and prevent unsafe acts both in the EOC and the field.
- Coordinate procurement and distribution of personal protective equipment.
- Develop safety messages and conduct safety briefings.
- Review the EOC Action Plan and other documentation for safety implications.
- Identify and engage necessary subject matter experts qualified to evaluate special hazards.

#### **7.2.4 Liaison Officer**

The Liaison Officer reports to the EOC Manager and serves as the primary advisor to the EOC Manager and Policy Group on issues related to coordination with external agencies. Liaison Officer responsibilities in the EOC include:

- Establish and maintain communication with external agencies.
- Serve as a primary point of contact for external agency representatives.
- Facilitate security clearance for agency representatives visiting the EOC.
- Maintain a list of assisting and cooperating agencies and agency representatives.
- Monitor emergency operations to identify current or potential interorganizational challenges or opportunities.

### **7.3 GENERAL STAFF**

The General Staff positions in the EOC are responsible for coordinating the range of support the emergency may require and include the Operations, Planning, Logistics and Finance/Administration Sections. In some incidents the General Staff may also include an Intelligence/Investigations Section, either operating under a staff section, or as a standalone section.

#### **7.3.1 Operations**

The Operations Section Chief reports to the EOC Manager and is responsible for coordination of the operational functions assigned to the EOC. Operations Section responsibilities in the EOC include:

- Assess the situation and establish appropriate positions within the Operations Section to meet operational coordination needs.



- Maintain communication with field operations to maintain situational awareness.
- Coordinate execution of emergency operations activities based on objectives established in the EOC Action Plan.
- Identify and facilitate requests for resources needed to support operations.

### **7.3.2 Planning**

The Planning Section Chief reports to the EOC Manager and is responsible for coordination of the planning and information sharing functions assigned to the EOC. Planning Section responsibilities in the EOC include:

- Assess the situation and establish appropriate positions within the Planning Section.
- Monitor and display situation status information and develop situation reports for each operational period.
- Facilitate EOC planning meetings and coordinate preparation of the EOC Action Plan.
- Prepare informational products and maps to inform decision making and public information materials.
- Collect and manage all relevant data documentation for the emergency.
- Establish and maintain a system to track resources.
- Support advance planning to identify and proactively address issues.

#### **7.3.2.1 Logistics**

The Logistics Section Chief reports to the EOC Manager and is responsible for coordination of logistics and resource support functions assigned to the EOC. Logistics Section responsibilities in the EOC include:

- Assess the situation and establish appropriate positions within the Logistics Section.
- Manage procurement of personnel, supplies, facilities, fleet and equipment to support emergency operations.
- Arrange for food, lodging and other support services for the EOC.
- Coordinate volunteer and donations management activities.



- Support EOC communications and information technology requirements.
- Advise on and implement appropriate cyber security measures in the EOC.
- Coordinate acquisition and configuration of facilities to support emergency operations.
- Facilitate resource requests including preparation, approval by the EOC Manager, and submittal.

#### **7.3.2.2 Finance and Administration**

The Finance and Administration Chief reports to the EOC Manager and is responsible for coordination of finance and human resources functions assigned to the EOC. Finance and Administration Section responsibilities in the EOC include:

- Assess the situation and establish appropriate positions within the Finance and Administration Section.
- Provide guidance on emergency finance and purchasing policy.
- Support preparation and approval of contracts.
- Support processing of purchase orders and vendor qualification.
- Ensure that EOC team and personnel supporting emergency operations are tracking time appropriately.
- Establish and communicate accounting codes to track emergency costs.
- Gather cost information and advice on cost savings.
- Manage and maintain documentation of all costs.
- Manage any worker's compensation issues that arise from the emergency.

## **7.4 EOC ACTION PLANNING**

Every EOC activation should be supported by an EOC Action Plan that establishes objectives and assignments for EOC Team support of emergency operations. The plan does not need to be complex, and the scale of the plan will be dependent on the complexity of the emergency. The EOC Action Plan is designed to establish a strategy for the EOC Team to meet needs communicated by the Incident Commander. Tactical decisions around deployment of resources and personnel once they arrive where requested is the responsibility of the Incident Commander and will be documented by the on-scene command team through an IAP.



See Appendix D for additional detail on the Incident Action Planning process.

## 7.5 EMERGENCY SUPPORT FUNCTIONS IN THE EOC

This EOP uses ESFs to organize and communicate function-specific information and facilitate whole community ownership and partnerships, and they should be viewed as tools for EOC Team members tasked with executing those functions as part of their position within the ICS structure. Table 7-1 maps EOC positions with the ESFs that support them and Figure 7-1 shows the EOC structure.

Table 7-1 ESF and EOC Alignment

Emergency Support Function	Functional Group	EOC Team Position
ESF 1 Transportation	Infrastructure Services	Operations Section – Infrastructure Branch
ESF 2 Communications	Emergency Services	Logistics Section – Communications and Technology Unit
ESF 3 Public Works	Infrastructure Services	See ESF 1 and 12
ESF 4 Firefighting	Emergency Services	Operations Section – Fire Services Branch
ESF 5 Information and Planning	Management	Planning Section
ESF 6 Mass Care	Health and Human Services	Operations Section – Health and Human Services Branch
ESF 7 Resource Support	Management	Logistics Section Finance and Administration Section
ESF 8 Health and Medical	Health and Human Services	Operations Section – Health and Human Services Branch
ESF 9 Search and Rescue	Emergency Services	See ESF 4 and 16
ESF 10 Hazardous Materials	Emergency Services	See ESF 4
ESF 11 Food and Water	Health and Human Services	Operations Section – Health and Human Services Branch
ESF 12 Energy	Infrastructure Services	Operations Section – Infrastructure Branch
ESF 14 Public Information	Management	Public Information Officer
ESF 15 Volunteers and Donations	Management	Logistics Section Finance and Administration Section
ESF 16 Law Enforcement	Emergency Services	Operations Section – Law Enforcement Branch
ESF 17 Agriculture and Animal Protection	Health and Human Services	Operations Section – Health and Human Services Branch



Emergency Support Function	Functional Group	EOC Team Position
ESF 18 Business and Industry	<b>Management</b>	Liaison Officer







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## 8.0 PROGRAM SUSTAINMENT

Plan Section	Section Outline
<b>8</b> Program Sustainment	8.1 Plan Review and Maintenance 8.2 Training and Exercise Program 8.3 After Action Review 8.4 Outreach and Education

### 8.1 PLAN REVIEW AND MAINTENANCE

The EOP will be updated as necessary, based on lessons learned identified through drills and exercises, actual responses or changes in City government structure or emerging hazards.

#### 8.1.1 Scheduled Plan Maintenance

At a minimum, this EOP will be formally reviewed and re-promulgated by the City Commission every two years, and at maximum every five years to comply with state requirements. Additionally, all partners tasked within this plan are requested to review the plan within the two year timeframe. These reviews will be coordinated by the City Manager in cooperation with representatives from each of the departments assigned as lead agencies in this EOP and its supporting annexes, and all updates will be publicly available on the City's website.

#### 8.1.2 Responsibility of City Departments

Update and maintenance of this EOP is a shared responsibility with key City departments tasked with updating the portions of the plan which best align with their responsibilities and capabilities. In most cases, these parties will be the same that are assigned with primary roles in functional groups established within the EOP. Department leadership will coordinate with the supporting agencies, cooperators, and community and private sector partners, as appropriate, to capture revisions and suggested updates. Proposed changes will be forwarded to the City Manager for incorporation into the EOP. It is encouraged that plan review be performed concurrently with review of other related emergency plans and procedures for consistency and alignment of effort.

#### 8.1.3 Controlling Authorities

Should any portion of the EOP be found in conflict with existing laws or regulations, the conflicting language should be flagged, and the City Manager will make an initial determination of whether there would be any material impact to ongoing process or practices as a result of removal, revision, or replacement of conflicting language. If no



impact, the City Manager has the authority as the jurisdictional Emergency Program Manager to revise the EOP. If there is a material impact, the City Manager will coordinate with jurisdictional legal counsel to prioritize resolution of conflicting language and determine appropriate courses of action to maximize continuity of the emergency management function and minimize risk and liability.

For the purposes of this EOP, a material impact would be a change in the language or interpretation of this EOP that could potentially lead to disruption of the emergency management agency's essential functions or impair capability or capacity in a manner that could cost lives or exacerbate damage to property and the environment.

The EOP, however, does not represent a binding agreement and all extra-territorial arrangements between jurisdictional partners for these services should be memorialized, approved, and regularly reviewed using the appropriate governance or contracting mechanisms.

The City Manager is responsible for briefing the appropriate public and private officials concerning their roles in emergency management and distributing the plan, as well as any amendments.

## **8.2 TRAINING AND EXERCISE PROGRAM**

City Emergency Management will coordinate training on this EOP for City EMO partners and key leads.

Department Heads are expected to facilitate employee participation in provided trainings annually, as well as train employees on departmental procedures relating to emergency response and personal preparedness through online and in person training and exercises.

### **8.2.1 Minimum Training Requirements**

The City EMO utilizes the NIMS training program to guide minimum training requirements for incident personnel to be successful in their designated roles and to ensure unified efforts when responding to emergency situations. Training courses required depends on the incident personnel role.

See Appendix F for a table of training requirements.

### **8.2.2 Exercise Program**

The City EMO will conduct exercises every two years to test and evaluate this EOP. Whenever feasible, the City will coordinate with neighboring jurisdictions and state and



federal government to participate in joint exercises. These exercises will consist of a variety of tabletop exercises, drills, functional exercises and full-scale exercises.

As appropriate, the City will use Homeland Security Exercise and Evaluation Program (HSEEP) procedures and tools to develop, conduct and evaluate these exercises. Information about the HSEEP program can be found at <https://www.fema.gov/hseep>.

### **8.3 AFTER ACTION REVIEW**

To document and track lessons learned from exercises and emergency responses, Emergency Management will conduct a hot wash and After-Action Review with exercise participants after each exercise or EOC Team members after an emergency. The results of this process will be captured in an After-Action Report (AAR)/Improvement Plan, which will describe the objectives of the exercise and document the results of the evaluation. The City Manager will work with City EMO partners to identify and implement corrective actions and mitigation measures.

### **8.4 OUTREACH AND EDUCATION**

Educational tools are used to teach the public about threats, disasters and what to do when an emergency occurs. The City maintains an active community preparedness program and recognizes that community preparedness and education are vital components of the City's overall readiness.

- City Emergency Management has also developed a Emergency Kit Checklist, which contains information on safety practices and survival. This information is available through the City's website.
- County Emergency Management also has implemented an Emergency Notification System, which allows community members to receive notifications about emergencies and other community alerts if requested.
- The City will also utilize Facebook and other social media or community media outlets for dissemination of information as necessary.



# INDEX OF APPENDICES

The following appendices are provided to support implementation of the EOP and are maintained as separate files:

## **APPENDIX A      DISASTER DECLARATION MATERIALS**

Appendix A provides a template that should be used to declare, ratify and terminate a Local State of Emergency by the City. The Oregon Office of Emergency Management Emergency Declarations Guidelines for Local Elected and Appointed Officials is provided as an attachment.

## **APPENDIX B      PLAN AUTHORITIES, REFERENCES AND RESOURCES**

Appendix B provides information on the legal authorities, guidance, and other resources that were used to prepare the EOP as well as a description of some of the key plans at the local, State and federal level that inform implementation of the EOP.

## **APPENDIX C      GLOSSARY**

Appendix C provides definitions of key terms that are used in the EOP.

## **APPENDIX D      EOC TEAM RESOURCES**

Appendix D provides information and resources for the EOC Team and other users of the EOP to support use of the NIMS and ICS during emergency operations. It contains information on the ICS organization, incident action planning process, and provides a description of the various forms that should be used. ICS forms are maintained separately and are available for use in the City EOC.

## **APPENDIX E      OREGON RESOURCE COORDINATION ASSISTANCE AGREEMENT**

Appendix E provides an overview of ORCAA and an example of the form used to request support under the agreement. The Oregon Office of Emergency Management, ORCAA Implementation Guide is provided as an attachment.

## **APPENDIX F      TRAINING**

Appendix F provides on the City's training and exercise program including minimum training requirements and recommended trainings for the EOC Team.



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City of Warrenton

# Emergency Operations Plan

## EMERGENCY SERVICES FUNCTIONAL ANNEX

Last Updated: May 2022





# 1.0 FUNCTIONAL ANNEX ORGANIZATION

The City of Warrenton Emergency Operations Plan (EOP) is comprised of a Basic Plan that is supplemented by four Functional Annexes that provide additional detail specific to the range of functions that may need to be performed during an emergency or disaster. Each Annex addresses several Emergency Support Functions (ESFs) that have been grouped to align with the partners involved, the organizational structure of the City Emergency Operations Center (EOC), and the organizations used by the Clatsop County (County), State of Oregon (State) and Federal partners.

## City of Warrenton Emergency Operations Plan Functional Annexes

Management Services
ESF 5 Information and Planning ESF 7 Resource Support ESF 14 Public Information ESF 15 Volunteers and Donations ESF 18 Business and Industry
Emergency Services
ESF 2 Communications ESF 4 Firefighting ESF 9 Search and Rescue ESF 10 Hazardous Materials ESF 16 Law Enforcement
Health and Human Services
ESF 6 Mass Care ESF 8 Health and Medical ESF 11 Food and Water ESF 17 Agriculture and Animal Protection
Infrastructure Services
ESF 1 Transportation ESF 3 Public Works ESF 12 Energy









Note: ESF 13, Military Support, is not included above.



## 2.0 EMERGENCY SERVICES

The Emergency Services Functional Annex to the City of Warrenton Emergency Operations Plan (EOP) is focused on the services that are required to protect life, safety, property, and the environment during an emergency, natural hazards and human-caused threats. Aligned with the Federal Emergency Management Agency’s (FEMA) Lifelines, the following table provides an overview of the Emergency Services Annex and the activities it is designed to support.

Under the City of Warrenton EOP, the Emergency Services Group is comprised of the ESFs identified in Table ES-1.

<b>Table ES-1 Emergency Services Overview</b>	
<b>Key ESFs</b> <i>See Section 1 – Purpose and Scope</i>	 ESF 2 – Communications
	 ESF 4 – Firefighting
	 ESF 9 – Search and Rescue
	 ESF 10 – Hazardous Materials
	 ESF 16 – Law Enforcement
<b>Lifelines Supported</b>	 Protect life, property, and the environment through provision of law enforcement/security, fire service, search and rescue, and community safety support.
	 Facilitate effective communication between responders, support effective warning to the community, and provide an entry point for emergency communications.
	 Manage and effectively respond to hazardous materials in the community.
<b>Lead City Departments</b> <i>See Section 3 – Whole Community Management and Section 4 – Roles and Responsibilities</i>	City Commissioners City of Warrenton Police Department City of Warrenton Fire Department
<b>Operations</b> <i>See Section 6- Concept of Operations</i>	Operations Section – Emergency Services Branch



### 3.0 PURPOSE AND SCOPE

The Emergency Services Annex provides a framework for how City of Warrenton and their community of partners will coordinate during an incident that requires public safety and emergency services support to save lives, protect property and the environment, and to secure the community. Coordination with County, State and Federal is activated when an event overwhelms the local capability and capacity to respond, or in the event of a terrorist attack or malevolent act.

This Annex is designed to support a coordinated and integrated approach to Emergency Services systems and is organized around ESFs that focus on specific Emergency Services systems presented in Table ES-2.

<b>Table ES-2 Emergency Services Emergency Support Functions</b>				
<b>ESF 2 Communications</b>	<b>ESF 4 Firefighting</b>	<b>ESF 9 Search and Rescue</b>	<b>ESF 10 Hazardous Materials</b>	<b>ESF 16 Law Enforcement</b>
<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Establish and maintain an effective communication system for use in a disaster.</li> <li>• Coordinate the provision of temporary communications capability to first responders and City departments, and partner agencies.</li> <li>• Maintain information technology infrastructure including provision of cybersecurity measures.</li> <li>• Maintain a reliable alert and warning system.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Support local assessment and identification of public impact and needs.</li> <li>• Conduct fire and rescue operations for wildfires.</li> <li>• Provide fire detection services and coordinate warning systems.</li> <li>• Perform fire hazard inspections for residential and commercial structures and provide public information regarding defensible space and other fire safe measures.</li> <li>• Maintain and coordinate fuel breaks in strategic areas in the City.</li> <li>• Coordinate emergency evacuations for large wildfires with law enforcement and transportation resources.</li> <li>• Assist in urban, oceanic and wilderness search and rescue efforts.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Deploy resources in both urban and non-urban search and rescue during a major disaster or incident.</li> <li>• Coordinate with ESF 8 for emergency medical services.</li> <li>• Coordinate Search and Rescue (SAR) with Clatsop County and within the City.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Establish and coordinate strategies for actual or potential discharge or release of hazardous materials resulting from a natural, human-caused, or technological disaster.</li> <li>• Address hazardous materials incidents including chemical, biological, and radiological substances, whether accidentally or intentionally released.</li> <li>• Coordinate the appropriate response to secondary or tertiary environmental protection issues.</li> <li>• Provide guidelines for the public notification and alerts.</li> <li>• Coordinate with County and State for nuclear/radiological response activities.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Provide crowd and traffic control services related to emergency events.</li> <li>• Coordinate site security and access control, such as security at public shelters, EOCs, bulk distribution sites, feeding sites and point of dispensing sites.</li> <li>• Manage evacuation operations and/or shelter in place orders.</li> <li>• Coordinate additional law enforcement resources as needed (i.e. Oregon National Guard, Oregon State Police, etc.).</li> <li>• Provide urban and wilderness search and rescue (SAR) services as requested.</li> </ul>



## 4.0 EMERGENCY SERVICES IN THE CITY OF WARRENTON

### 4.1 COMMUNICATIONS

**Capability:** Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.

**Primary City Department:** City Police Department, City Administration

**EOC Coordination:** Operations Section (responder communications); Logistics Section – Communications Unit (EOC communications)

**Related ESF:** ESF 2 – Communications

Key communications activities that may need to be performed during an emergency include:

- Establish and maintain an effective communication system for use in a disaster.
- Coordinate the provision of temporary communications capability to first responders and City departments, and partner agencies.
- Maintain information technology infrastructure including provision of cybersecurity measures.
- Maintain a reliable alert and warning system.

#### 4.1.1 COMMUNICATIONS SYSTEMS

Adequate communications are vital for effective and efficient warning, response and recovery operations. Clear speech communications with accessibility features will be used to enhance comprehension for all audiences. When communication systems are disrupted by a particular hazard occurrence, additional communications equipment required for emergency operations will be made available via amateur radio operators, through the City's partners, businesses, government agencies, or even its residents. Email, mobile phones and landlines will, to the extent possible, be considered the primary system for notification of key officials and critical workers when official platforms are inoperable.

- The primary communications tools used by the City during an emergency will be cellphones, satellite phones and email.
- The City Police and Fire Departments also maintain public safety radios with frequency assignments maintained in alignment with the Clatsop County Radio Matrix.
- The City has a Memorandum of Understanding with Clatsop County for direct access to Everbridge and the County's mass notification system known as ClatsopAlerts! The City



can also distribute internal (agency) and external (citizen) alerts as set up by County Emergency Management.

- The City may also utilize its website, blog, and social media platforms to augment or reinforce emergency communications.

#### 4.1.2 PUBLIC SAFETY ANSWERING POINT

The City of Warrenton does not have a Public Safety Answering Point (PSAP), but rather contracts with the Astoria 9-1-1 Center for all PSAP functions and the message distribution point for the City. Messages that affect the City's overall emergency preparedness, such as information on the movement of hazardous materials or weather alerts, will be distributed to the City Manager or Incident Commander who will then determine what further response activities should be made, but notifications will predominately go through the Astoria 9-1-1 Center for broad distribution.

#### 4.1.3 ALERT AND WARNING

A public warning and broadcast system known as ClatsopALERTS! is established for Clatsop County to provide emergency information and instructions during a pending or actual emergency incident or disaster. The City Manager can coordinate with the Clatsop County Emergency Manager to issue alerts and has the ability to distribute internal and external notifications as set up by the Clatsop County Emergency Management.

#### 4.1.4 INTEROPERABLE COMMUNICATIONS

The City of Warrenton Communications System consists of a range of public and private partners and entities, and include:

Modality	Type	Coordinating Entity
Communications	<ul style="list-style-type: none"> <li>• Single dispatch</li> <li>• Cell and landline</li> <li>• Satellite Phones</li> <li>• Radio</li> <li>• Active HAM Radio</li> </ul>	City of Warrenton
Communications-Coordinated	<ul style="list-style-type: none"> <li>• GETS cards – EOC</li> <li>• ClatsopALERTS!</li> </ul>	Clatsop County
Communications-Dispatch	<ul style="list-style-type: none"> <li>• (See Communications section above)</li> <li>• Single dispatch</li> <li>• Everbridge</li> <li>• ClatsopALERTS!</li> <li>• Facebook</li> </ul>	City of Astoria (Primary) City of Seaside (Redundant)
Alerts and Notifications	<ul style="list-style-type: none"> <li>• Cell phone or SMS</li> <li>• When2Work (Scheduling App for the City of Warrenton)</li> <li>• ClatsopALERTS!</li> </ul>	Clatsop County City of Warrenton City of Astoria
Public Information	<ul style="list-style-type: none"> <li>• Signage</li> <li>• Social media (Facebook, Twitter)</li> </ul>	Neighboring jurisdictions Clatsop County



	<ul style="list-style-type: none"> <li>• Local media and radio notification</li> <li>• Partnerships: Press release – copy</li> <li>• Scanner and Watch social media pages</li> <li>• City website</li> </ul>	Local Radio and media City and County websites
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## 4.2 FIRE SERVICES

**Capability:** Provide structural, wildland, and specialized firefighting capabilities to manage and suppress fires of all types, kinds, and complexities while protecting the lives, property, and the environment in the affected area

**Primary City Department:** City of Warrenton Fire Department

**EOC Coordination:** Operations Section – Fire Services Branch

**Related ESF:** ESF 4 - Firefighting

Key fire services activities that may need to be performed during an emergency include:

- Support local assessment and identification of public impact and needs.
- Conduct fire and rescue operations for wildfires.
- Provide fire detection services and coordinate warning systems.
- Perform fire hazard inspections for residential and commercial structures and provide public information regarding defensible space and other fire safe measures.
- Maintain and coordinate fuel breaks in strategic areas in the City.
- Coordinate emergency evacuations for large wildfires with law enforcement and transportation resources.
- Assist in urban, oceanic and wilderness search and rescue efforts.

### 4.2.1 MANAGEMENT OF FIRE-RELATED EMERGENCIES

The City of Warrenton’s fire response is led by the City’s Fire Department and is supported by the Police Department and Public Works. The City ranks in the “low” category for wildfire hazard, however urban house and other structural fires do occur. Generally, everyday fire response is addressed and responded to by the City Fire Department, while wildfire response occurs through a coordinated efforts between Clatsop County, the City of Warrenton Fire Department, neighboring jurisdictions and volunteer firefighting services, and the Police Department. Fire Chief assumes duties to direct resources for fires within the City. In the event of multiple fire agencies responding to the incident, the Fire Defense Board Chief, acting as the Fire Services Coordinator, will be integrated into the Operations Section of the City EOC. Key elements of the City’s fire services include:

- During a fire-related emergency, the Fire Chief assumes duties to direct resources for fires within the City. If a fire occurs within an individual jurisdiction, the local fire agency will manage response activities with support from the other departments or districts. In areas with fire districts, each fire service is a branch of government, governed by its own



separate statutory authority. Local firefighting organizations will remain under the supervision of their assigned leaders, with the Fire Defense Board Chief acting as Fire Services Coordinator to utilize resources and activate mutual aid support.

- Generally, everyday structural fire response within the City’s boundaries is managed by the Fire Department.
- Wildland fires being managed as a coordinated effort between the Fire District and mutual aid partners.
- Reference to the Clatsop County Community Wildfire Protection Plan (CWPP), which identifies activities to be taken to address critical wildfire needs.

#### 4.2.2 INTERAGENCY COORDINATION

In the event of multiple fire agencies responding to the incident, the Fire Defense Board Chief, acting as the Fire Services Coordinator, will be coordinated with the Operations Section of the Clatsop County EOC. A transfer of Jurisdictional Authority for response can occur when the City Council delegation of authority transferring response to a State or Federal Fire Agency in unprotected lands (meaning not covered under an existing fire district) during a Wildfire Conflagration request.

Cooperation and organization of firefighting efforts with federal, state and local partners including, but not limited to:

- U.S. Bureau of Land Management (BLM)
- Oregon Department of Forestry (OFD)
- United States Forest Service (USFS)
- National Park Service (NPS)
- Oregon Office of the State Fire Marshal

Information on active fires in Clatsop County can be accessed

- Real-Time Assessment and Planning Tool for Oregon:  
<https://www.oregon.gov/oem/emops/Pages/RAPTOR.aspx>
- Northwest Interagency Coordination Center:  
<https://gacc.nifc.gov/nwcc/information/firemap.aspx>

### 4.3 SEARCH AND RESCUE

**Capability:** Deliver traditional and a typical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible.

**Primary City Department:** Police Department (Wilderness SAR), Fire Department (USAR)

**Related ESF:** ESF 9 – Search and Rescue



**EOC Coordination:** Operations Section – Law Enforcement Branch

Key search and rescue activities that may need to be performed during an emergency include:

- Deploy resources in both urban and non-urban search and rescue during a major disaster or incident.
- Coordinate with area ambulance providers for emergency medical services.
- Coordinate Search and Rescue (SAR) with Clatsop County and within the City.

**4.3.1 MANAGEMENT OF SEARCH AND RESCUE OPERATIONS**

The City of Warrenton does not perform Search and Rescue operations but is supported by the Clatsop County Sheriff's Office in such efforts. Although there is no Tactical Team to activate the City Police Department is the primary agency for coordination of City participation in search and rescue operations with support from the Fire Department, Coast Guard and Marinas. The Police Department will continue to provide routine law enforcement, and pre-named support groups may assist in traffic and crowd control.

The Clatsop County Sheriff's Office, Search and Rescue Division provides Clatsop County Sheriff's Office with a dedicated and trained force of volunteers to conduct search and rescue missions. The team is responsible for finding lost or missing persons, assisting in evidence searches, assisting with downed aircraft and providing logistical support for large events in the county. The team is trained in canine support, man-tracking, communications, logistics, incident command, wilderness survival, air operations, land navigation and traffic control.

The County maintains the following specialized response teams:

- Search and Rescue (SAR)
- High-Angle Rescue Team (HART)
- Underwater Recovery Team (URT)

**4.3.2 INTERAGENCY COORDINATION**

The City may, via the Clatsop County Sheriff's Office, access interagency urban search and rescue resources through the Oregon USAR Task Force including resources to support operations that require:

- Collapse Rescue
- Confined Space Rescue
- Rope Rescue
- Trench Rescue
- Vehicle and Machine Extrication





## 4.4 HAZARDOUS MATERIALS

**Capability:** Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from a hazardous materials incident in support of responder operations and the affected communities.

**Primary City Department:** Fire Department

**Related ESF:** ESF 10 – Hazardous Materials

**EOC Coordination:** Operations Section – Fire Services Branch

Key hazardous materials activities that may need to be performed during an emergency include:

- Establish and coordinate strategies for actual or potential discharge or release of hazardous materials resulting from a natural, human-caused, or technological disaster.
- Address hazardous materials incidents including chemical, biological, and radiological substances, whether accidentally or intentionally released.
- Coordinate the appropriate response to secondary or tertiary environmental protection issues.
- Provide guidelines for the public notification and alerts.
- Coordinate with County and State for nuclear/radiological response activities.

### 4.4.1 MANAGEMENT OF HAZARDOUS MATERIALS-RELATED EMERGENCIES

The City of Warrenton Fire Department has limited capacity to respond to a hazardous materials-related emergency with support from the Police Department and City Public Works. As required, the City will coordinate with Clatsop County Emergency Management to request supports and resources required for response, and will coordinate with the Clatsop County Emergency Manager to support information and resource management needs. The County Hazardous Materials Response Plan will be followed, which is developed and maintained by the Local Emergency Management Planning Committee (LEPC). If necessary, gross decontamination procedures will be implemented for all impacted individuals.

*See Section 4.4.3 for more information on LEPC*

### 4.4.2 INTERAGENCY COORDINATION

If it is determined the incident is beyond their level of training and equipment, the Incident Commander will request support through the Oregon Emergency Response System (OERS) at 1-800-452-0311. OERS will make the notification to the OSFM Duty Officer and other appropriate agencies.

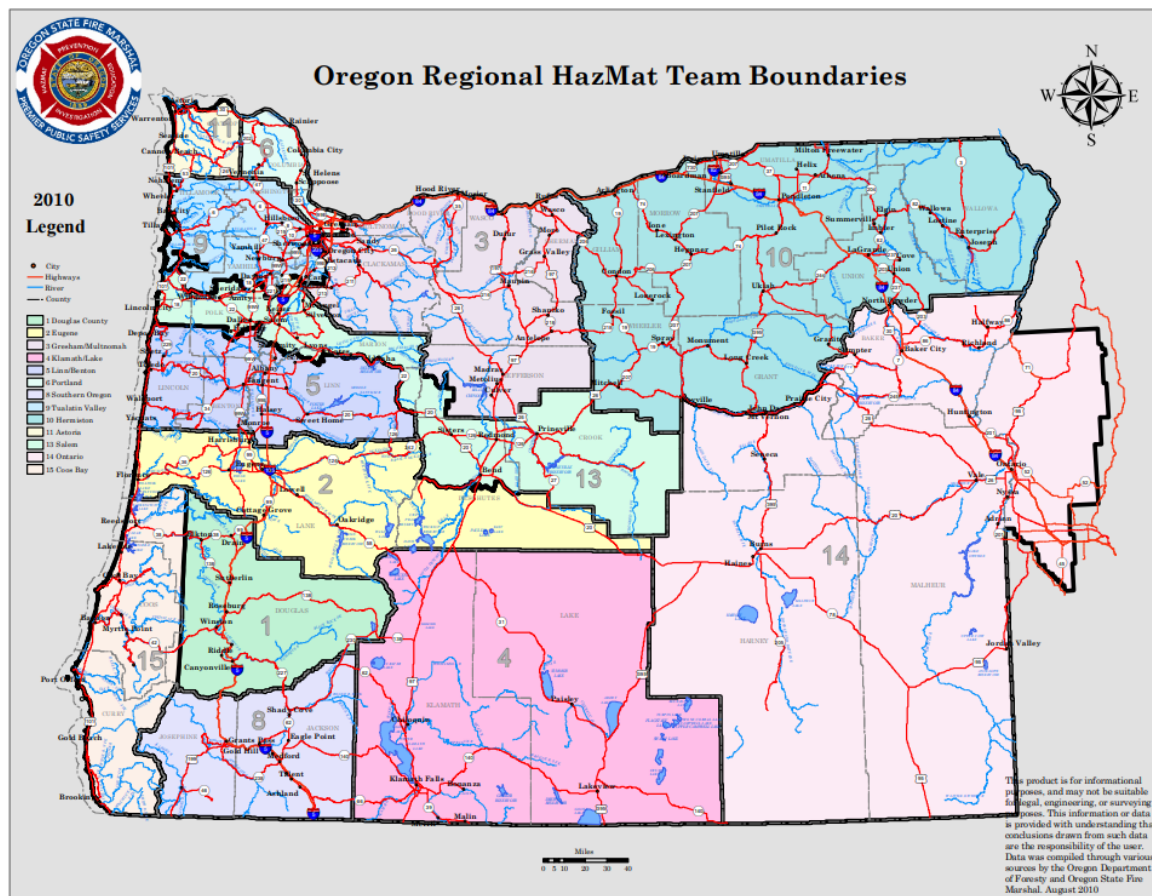
The following regional hazardous materials teams may be deployed to assist with hazardous materials-related emergencies that exceed the City's capability to respond:

- Regional HazMat Team 11 – Astoria



- Other area teams:
  - Regional Team 6, Portland
  - Regional Team 9, Tualatin Valley
  - Regional Team 13, Salem
  - Region Team 5, Linn/Benton

See the Oregon Regional Hazardous Materials Emergency Response Teams (RHMERT) for more information at <https://www.oregon.gov/osp/programs/sfm/Pages/Regional-Response-Teams.aspx>



#### 4.4.3 LOCAL EMERGENCY PLANNING COMMITTEE

The City of Warrenton is a participant in the Clatsop County Local Emergency Planning Committee (LEPC) which was established to meet the requirements of the federal Emergency Planning and Community Right-to-Know Act (EPCRA), also known as the Superfund Amendment and Reauthorization Act (SARA Title III), for emergency response planning. EPCRA contains four major provisions.:

- Planning for chemical emergency

- Emergency notification of chemical accidents and releases
- Reporting of hazardous chemical inventories (Tier Two Reports)
- Toxic chemical release reporting

The LEPC develops and maintains a Hazardous Materials Response Plan, last updated in 2021, and includes data for the biggest Tier 2 facilities in the County. As LEPC facilitator, the County EM also has planning access to the Oregon State Fire Marshal site information for Clatsop County.

## 4.5 LAW ENFORCEMENT

**Capability:** Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and also for response personnel engaged in lifesaving and life-sustaining operations.

**Lead City Department:** Police Department

**EOC Coordination:** Law Enforcement Branch

**Related ESF:** ESF 16 – Law Enforcement

Key hazardous materials activities that may need to be performed during an emergency include:

- Provide crowd and traffic control services related to emergency events.
- Coordinate site security and access control, such as security at public shelters, EOCs, bulk distribution sites, feeding sites and point of dispensing sites.
- Manage evacuation operations and/or shelter in place orders.
- Coordinate additional safety and security resources as needed (i.e., Oregon National Guard, Oregon State Police, etc.).
- Provide urban and wilderness search and rescue (SAR) services as requested.

### 4.5.1 MANAGEMENT OF PUBLIC SAFETY AND SECURITY-RELATED EMERGENCIES

Law enforcement services for the City are provided by the Police Department who will serve as the lead agency for public safety and security-related incidents including civil unrest and acts of terrorism. The Police Department will also serve as the primary liaison with the Clatsop County Sheriff's Office which provides law enforcement services for unincorporated areas of the County.

### 4.5.2 INTERAGENCY COORDINATION

Local agencies will have the primary responsibility for routine law enforcement and support groups may assist in traffic and crowd control. If local and regional capabilities are exceeded, support may be available from county, state, and federal law enforcement agencies. Key City characteristics related to public safety and security include:





- The Warrenton Police Department is a full-service agency with one station that provides a multitude of police services to the City of Warrenton, the City of Hammond, and all visitors. The department maintains 24-hour coverage year-round.
- The Warrenton Police Department works closely with several law enforcement agencies in the area including:
  - Clatsop County Sheriff's Office, Astoria Police Department, Seaside Police Department, Gearhart Police Department, Cannon Beach Police Department and the Oregon State Police.
- Dispatch is co-located with Seaside and Astoria due to manpower constraints. The City has a robust social media presence (Facebook).
  - Dispatch has access to Everbridge Public Warning and a Nixle link to Everbridge.

## 5.0 WHOLE COMMUNITY EMERGENCY SERVICES




The activities required to provide emergency services support and restore emergency services systems that have been disrupted, require a cooperative effort that involves a whole community of partners including local, County, state, and federal agencies, alongside community and private cooperators and partners. Engagement with Whole Community Partners incorporates the City of Warrenton and neighboring jurisdictions, including the Mayor, Vice Mayor, Public Works, the city's Finance Department, school districts, the city's Buildings Department, the Marina, health clinics and hospitals, and more. Table ES-3 presents the primary City partners and Table ES 3 identifies whole community support agencies, cooperators and partners who may be part of a coordinated response and recovery effort.



**Table ES-3 Emergency Services Supporting Agencies, Cooperators, and Partners Agencies**

ESF 2 COMMUNICATIONS						
	CITY	OTHER GOVERNMENT	COMMUNITY	PRIVATE	STATE	FEDERAL
	<ul style="list-style-type: none"> <li>City Police Department</li> <li>City Fire Department</li> <li>Public Works</li> <li>City Manager</li> </ul>	<ul style="list-style-type: none"> <li>Port of Astoria Security</li> <li>Seaside/ Astoria Dispatch</li> <li>Clatsop County Emergency Axillary Communication (AuxComm)</li> <li>ClatsopALERTS!</li> </ul>	<ul style="list-style-type: none"> <li>American Red Cross</li> <li>Marinas</li> <li>Salvation Army</li> <li>Local Media/Radio</li> <li>School Districts</li> <li>Volunteer Organizations</li> <li>Faith-based Communities</li> </ul>	<ul style="list-style-type: none"> <li>Healthcare centers/clinics</li> <li>Community Based Organizations</li> <li>Marinas</li> <li>Telecom Media Provisions</li> </ul>	<ul style="list-style-type: none"> <li>Oregon Department of Human Services</li> <li>Oregon Emergency Management</li> <li>Oregon National Guard</li> <li>Oregon State Police</li> </ul>	<ul style="list-style-type: none"> <li>U.S. Department of Health and Human Services (HHS)</li> <li>Department of Human Services (DHS)</li> </ul>
ESF 4 FIREFIGHTING						
	CITY	OTHER GOVERNMENT	COMMUNITY	PRIVATE	STATE	FEDERAL
	<ul style="list-style-type: none"> <li>City Fire Department</li> <li>Public Works</li> <li>City Police Department</li> <li>City Manager</li> </ul>	<ul style="list-style-type: none"> <li>Neighboring jurisdiction Fire Departments</li> </ul>	<ul style="list-style-type: none"> <li>CERT</li> <li>Salvation Army</li> <li>Local Media/Radio</li> <li>School Districts</li> <li>Sunset Empire Transportation District</li> </ul>	<ul style="list-style-type: none"> <li>Oxygen Vendors</li> <li>Pacific Power</li> <li>Northwest Natural Gas</li> <li>Marinas</li> <li>Rocky Mtn Power</li> </ul>	<ul style="list-style-type: none"> <li>Oregon Department of Human Services</li> <li>Oregon Emergency Management</li> <li>Oregon Department of Environmental Quality</li> <li>OSFM</li> <li>OFD</li> <li>OPRD</li> </ul>	<ul style="list-style-type: none"> <li>Federal Emergency Management Agency (FEMA)</li> <li>NPS</li> <li>U.S. Department of Transportation (DOT)</li> <li>National Transportation Safety Board (NTSB)</li> <li>US Coast Guard (Fire)</li> <li>DHS</li> <li>Oregon Military Department</li> </ul>
ESF 9 SEARCH AND RESCUE						
	CITY	OTHER GOVERNMENT	COMMUNITY	PRIVATE	STATE	FEDERAL



	<ul style="list-style-type: none"> <li>City Police Department</li> <li>City Fire Department</li> </ul>	<ul style="list-style-type: none"> <li>Clatsop County Sheriff's Office</li> <li>Port of Astoria Security</li> <li>HART</li> <li>URT</li> </ul>	<ul style="list-style-type: none"> <li>CERT</li> <li>Local Media/Radio</li> <li>School Districts</li> <li>Volunteer Organizations</li> <li>Sunset Empire Transportation District</li> </ul>	<ul style="list-style-type: none"> <li>Marinas</li> </ul>	<ul style="list-style-type: none"> <li>Oregon Department of Human Services</li> <li>Oregon Emergency Management</li> <li>Hospital Preparedness Program</li> <li>Oregon Health Authority</li> <li>Oregon Department of Environmental Quality</li> </ul>	<ul style="list-style-type: none"> <li>U.S. Department of Health and Human Services</li> <li>US Coast Guard</li> <li>DHS</li> </ul>												
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## 6.0 ROLES AND RESPONSIBILITIES

The following roles and responsibilities are intended to provide partners and all users of this Annex with a shared understanding of the tasks they may be asked to perform or support during an emergency. All assigned agencies are responsible for developing procedures to guide execution of these tasks.

*See the State of Oregon EOP and National Response Framework (NRF) for state and federal roles and responsibilities.*

### 6.1 ALL EMERGENCY SERVICES PARTNERS

- Implement continuity of operations procedures to continue essential functions.
- Provide situation status updates to the EOC when requested.

### 6.2 PRIMARY AGENCIES

#### City Council and Administration

- Activate the EOC, if necessary, and begin staffing as required by the incident and addressed in the City Emergency Operations Plan (EOP).
- An alternative EOC may be necessary, as determined by the City Administrator.
- Assign a representative to sit in the City EOP when activated and provide coordination with City and County entities.
- Manage and coordinate public communications.
- Coordination of county-wide emergency management including pre-event administrative activities related to communications.
- Develop and maintain communications resource inventory.
- Ensure that a communications capability exists between the 9-1-1 Communications Center, the Police Department, the City Manager and the EOC.
- Coordinate the inclusion of business/industry and amateur radio operators into the communications network.
- Develop and maintain standard operating procedures to include a recall roster for essential personnel.

#### Fire Department/Fire District

- Enforce the fire code.
- Coordinate public education and resources for wildfire awareness and prevention.



- Command firefighting forces and direct responding support forces as needed to the fire emergency.
- Manage and coordinate interagency functions during a fire-related emergency.
- Maintain communications with 911.
- Identify and isolate hazardous materials incidents within capability of training and requesting assistance as needed.
- Provide SAR resources and personnel as needed in coordination with the Sheriff's Office.
- Relocate equipment, as necessary.
- Assist in traffic/crowd control as necessary.
- Coordinate activities through the City EOC.
- If necessary, provide for the safety of personnel and their families before they report to their duty stations.
- Coordinate implementation of fuels reduction projects.
- Participate in planning efforts related to fire-related emergencies including hazard mitigation planning and the Clatsop County Community Wildfire Protection Plan (CWPP).
- Coordinates the CERT program with the Police Department.

### **Police Department**

- Coordinate and supervise appropriate volunteer organizations.
- Process and keep on file documentation of general orders.
- Coordinate with local voluntary agencies to provide services to disaster victims.
- Provide for the safety of personnel and their families before they report to their duty stations.
- Support shelter/mass care operations.
- Relocate equipment, as necessary.
- Assist in traffic and crowd control, as necessary.
- Provide SAR resources as needed in coordination with the local fire agencies.
- Maintain law and order.
- Provide security for critical facilities resources and the disaster area.





- Provide protection of property in damaged areas.
- Assist in establishing safety zones and evacuations of residents and businesses.
- Be primarily responsible for closing and/or rerouting traffic on City streets to assist in the movement of people and/or to keep people out of danger or from impeding emergency response activities.
- Provide emergency radio services with Police Department staff and supporting resources.
- Coordinate emergency radio services and dispatch of officers and other services in coordination with the City Manager.
- Coordinates the CERT program with the Fire Department.

#### **City Attorney**

- Provide legal counsel regarding authority of duties for associated public safety and security efforts.

### **6.3 SUPPORTING AGENCIES, COOPERATORS, PARTNERS**

#### **School Districts**

- Provide assistance as requested for the emergency transport or shelter of people.
- Assist with Family Reunification procedures.

#### **Emergency Medical Services Providers**

- Provide ground and air emergency ambulance services.



## 7.0 CONCEPT OF OPERATIONS

The local government primary agencies identified in this annex are responsible for coordination of activities that fall within the scope of the functions it includes. That does not mean they are directly responsible for providing all activities described, but rather that they serve as a facilitator to organize emergency services partners to execute activities required to meet established objectives for emergency operations. All emergency services activities will be conducted in a manner consistent with the National Incident Management System (NIMS) and Incident Command System (ICS).

### 7.1 PREPAREDNESS AND READINESS

All assigned partners are responsible for active participation in maintaining organizational readiness including:

- Participate in regular review and update of the Functional Annex and identified ESFs, including acceptance of assigned responsibilities.
- Develop procedures to support execution of assigned activities.
- Maintain adequate equipment and supplies required to perform activities as outlined in this Annex.
- Participate in training and exercises to build capacity.

Additionally, the assigned primary agencies will coordinate with ESF cooperators and partners to conduct the following actions to support readiness activities specific to emergency:

- Maintain an emergency contact list and emergency resource inventory of emergency services assets.
- Pre-identify potential emergency services staging areas.

### 7.2 ACTIVATION AND MOBILIZATION

The Emergency Services Branch will be activated when the Incident Commander or EOC Manager (City Manager or designee) determine the need for enhanced coordination of emergency services activities. Upon this determination, the Warrenton City Manager will notify the primary agency who is then responsible for making appropriate notifications to cooperators and partners and providing a representative to staff the EOC. Assigned primary agencies may choose to activate a Department Operations Center (DOC) to support coordination of emergency activities.



## 7.3 EMERGENCY SERVICES FUNCTIONAL GROUP LEAD RESPONSIBILITIES

The Emergency Services Group Manager will assume the appropriate role within the ICS structure at the direction of the EOC Manager (City Manager or designee) or Operations Section Chief.

Responsibilities of the Emergency Services Group Manager in the EOC include:

- Serve as primary point of contact for emergency services cooperators and partners.
- In coordination with the Liaison Officer, facilitate communications and engagement with key external partners specific to emergency services including:
  - Clatsop County Emergency Management
  - Other local fire resources, private communications providers.
- In coordination with the Planning section, gather situation status information related to emergency service's needs. Consider:
  - Status of communications systems.
  - Status of equipment available to support emergency communications.
  - Needs for emergency power to support emergency communications.
  - Scale and location of fire.
  - Direction of wind and other atmospheric conditions that could affect the fire.
  - Location of residences and business within fire path.
  - Availability of regional and local partners to assist with firefighting operations.
  - Status of equipment available to support emergency operations.
  - Status of personnel available to support emergency operations.
- Participate in EOC planning meetings and provide ESF specific inputs to the EOC Action Plan.
- In coordination with the Operations Section Chief, support development of objectives and assign them to the appropriate ESF partners.
- Monitor and provide regular updates to the Operations Section Chief on the status of ongoing infrastructure services activities including resource needs that should be submitted to the Logistics Section.
- Provide information specific to emergency services as requested by the EOC Public Information Officer to support message development.
- Coordinate with County Emergency Management to access resources under the Oregon Fire Service Mobilization Plan or other mechanisms for mutual assistance such as:
  - Oregon State Police Cooperative Policing Agreement with the City of Warrenton.
  - The U.S. Bureau of Land Management agreements for aerial firefighting



- Oregon Forestry Department mutual aid agreements
- Coordinate ESF staffing to ensure the function can be staffed across operational periods.

## **7.4 EMERGENCY SERVICES IN THE EOC**

The EOC is organized using the ICS and during an emergency that damages or disrupts the community's Emergency Services systems. Coordination of support for assessment, repair, and restoration of those systems will be delegated by the EOC Manager (City Manager or designee) to the Operations Section Chief who may in turn activate an Emergency Services Branch and assign a Branch Director. In most situations, the Emergency Services Branch Director will be a representative from the Police Department or their designee.

### **Emergency Services Emergency Support Functions**

The Operations Section Chief or Branch Director may activate additional functional groups to support coordination of emergency services activities, and the EOC has adapted its ICS structure to allow activation of ESFs as mechanisms to organize activities and partners during an emergency.

The following ESFs are assigned to the Emergency Services Branch and may be activated as Groups within the EOC ICS structure and assigned a Group Manager. Typically, the Group Manager will be a representative from the City department with the most logical authority or capability.

- ESF 2 – Communications
- ESF 4 – Firefighting
- ESF 9 – Search and Rescue
- ESF 10 – Hazardous Materials
- ESF 16- Law Enforcement

## **7.5 TRANSITION TO RECOVERY**

City of Warrenton will coordinate with the County to organize and begin recovery activities of emergency services as soon as initial response activities have progressed to stabilization. Planning for recovery activities will begin as soon as possible within the incident action planning process.

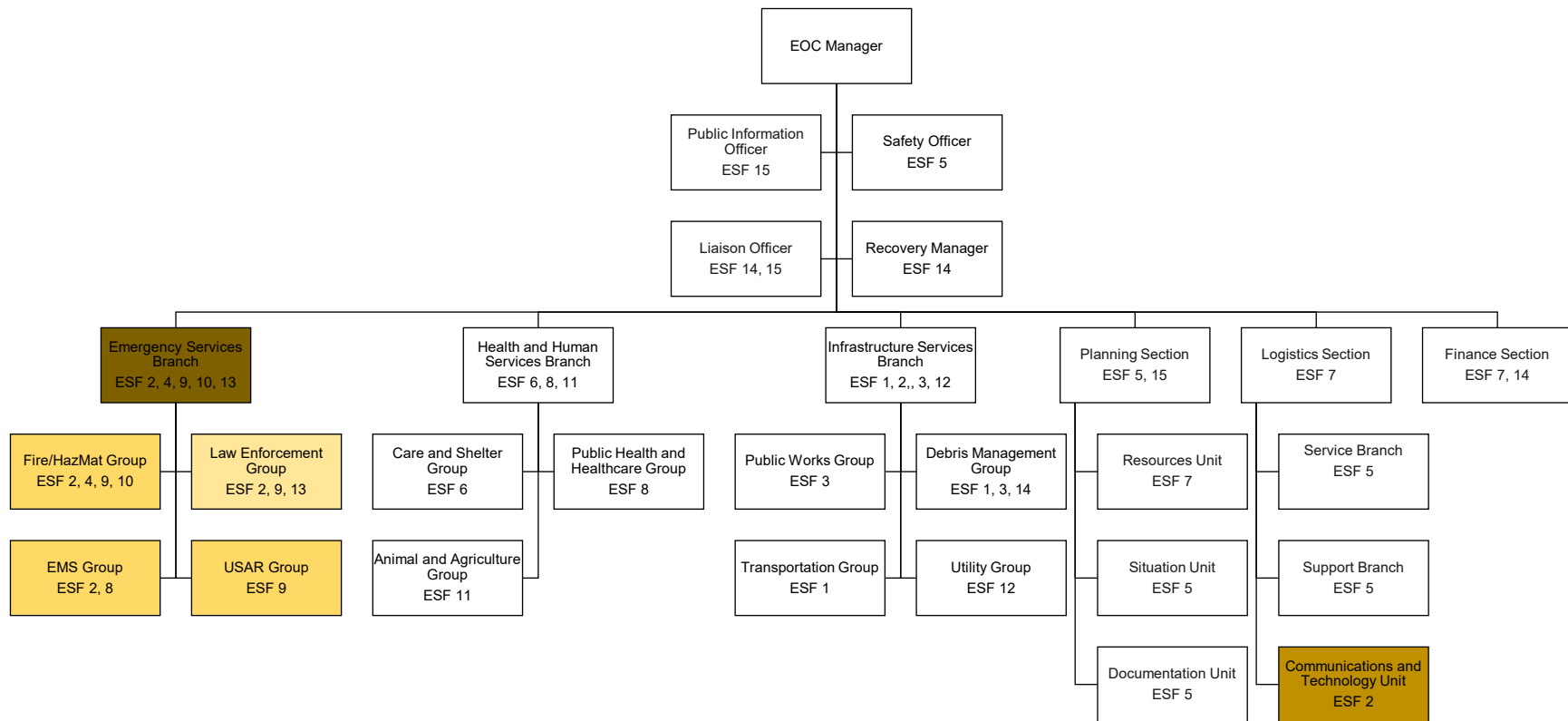
- Status of personnel available to support emergency operations.
- Participate in EOC planning meetings and provide ESF specific inputs to the EOC Action Plan.
- In coordination with the Operations Section Chief, support development of objectives and assign them to the appropriate ESF partners.



- Monitor and provide regular updates to the Operations Section Chief on the status of ongoing emergency services activities including resource needs that should be submitted to the Logistics Section.
- Provide information specific to emergency services as requested by the EOC PIO to support message development.
- Coordinate with local and state partners to access resources under existing mutual aid agreements.
- Coordinate ESF staffing to ensure the function can be staffed across operational periods.



Figure 1 Emergency Services Services in the EOC



## 8.0 CAPABILITY SUSTAINMENT

### 8.1 ANNEX DEVELOPMENT AND MAINTENANCE

The assigned primary agencies are responsible for the development and maintenance of this Annex including coordination and engagement with supporting agencies to inform updates. At a minimum, this Annex should be reviewed on an annual basis.

### 8.2 TRAINING AND EXERCISES

The City Manager, in coordination the City Police Department and local government agencies, are responsible for integrating emergency services into the City's training and exercise program and providing guidance to partners and cooperators on training requirements and standards. Each partner and cooperator is responsible for ensuring and documenting that personnel have received the appropriate training.



# APPENDIX A RESOURCES AND REFERENCES

## RESOURCES

### LOCAL AND REGIONAL

- City of Warrenton Transportation System Plan
- City of Warrenton Sheriff's Office General Orders
- City of Warrenton Integrated Fire Plan
- City of Warrenton Wildfire Protection Plan
- City of Warrenton Fire Chief's Association Mutual/Automatic Aid Agreement
- City of Warrenton Fire Chief's Association Strike Team Task Force Configurations.
- City Water Conservation Plan
- City of Warrenton Comprehensive Plan
- 2021 Clatsop County Multi-Jurisdictional NHMP
- City Water Conservation Plan
- City of Warrenton Comprehensive Plan
- Pacific Power Public Safety Power Shutoff – Clatsop County
- Clatsop County Community Wildfire Protection Plan
- Clatsop County Hazardous Materials Response Plan

### STATE

- State of Oregon Emergency Operations Plan
- ESF 2, Communication
- ESF 4, Firefighting
- ESF 9, Search and Rescue
- ESF 10, Hazardous Material
- ESF 16, Law Enforcement
- Oregon State Emergency Alert System Plan.
- Oregon State Search and Rescue Program, Region 4
- Oregon Fire Service Mobilization Plan

### FEDERAL

- National Response Framework,
- ESF 2, Communications
- ESF 4, Firefighting
- ESF 11, Agriculture and Natural Resources
- ESF 13, Public Safety and Security
- National Disaster Recovery Framework, Infrastructure Services RSF
- National Response Framework





## REFERENCES

National Infrastructure Protection Plan, Communications Sector-Specific Plan

Emergency Communications of Southern Oregon. Website: <https://ecso911.com/>. Accessed June 2020.

FEMA. 2019. Emergency Support Function Annexes. Website: <https://www.fema.gov/media-library/assets/documents/25512>. Accessed June 2020.

Oregon ARES/RACES. 2020. Amateur Radio. Website: <http://www.oregonaresraces.org/wp-content/uploads/2014/08/ARES-Promotional.jpg>. Accessed June 2020.

Oregon Emergency Management. ND. Oregon State Emergency Support Function (ESF) Quick sheets. Website:  
[https://www.oregon.gov/OEM/Documents/Oregon\\_ESF\\_Descriptions\\_One\\_Page\\_Job\\_Aid.pdf](https://www.oregon.gov/OEM/Documents/Oregon_ESF_Descriptions_One_Page_Job_Aid.pdf). Accessed June 2020.





City of Warrenton

# Emergency Operations Plan

HEALTH AND HUMAN SERVICES  
FUNCTIONAL ANNEX

Last Updated: May 2022



# 1.0 FUNCTIONAL ANNEX ORGANIZATION

The City of Warrenton Emergency Operations Plan (EOP) is comprised of a Basic Plan that is supplemented by four Functional Annexes that provide additional detail specific to the range of functions that may need to be performed during an emergency or disaster. Each Annex addresses several Emergency Support Functions (ESFs) that have been grouped to align with the partners involved, the organizational structure of the City Emergency Operations Center (EOC), and the organizations used by the Clatsop County (County), State of Oregon (State) and Federal partners

## City of Warrenton Emergency Operations Plan Functional Annexes







Management Services
ESF 5 Information and Planning ESF 7 Resource Support ESF 14 Public Information ESF 15 Volunteers and Donations ESF 18 Business and Industry
Emergency Services
ESF 2 Communications ESF 4 Firefighting ESF 9 Search and Rescue ESF 10 Hazardous Materials ESF 16 Law Enforcement
Health and Human Services
ESF 6 Mass Care ESF 8 Health and Medical ESF 11 Food and Water ESF 17 Agriculture and Animal Protection
Infrastructure Services
ESF 1 Transportation ESF 3 Public Works ESF 12 Energy

Note: ESF 13, Military Support, is not included above.

## 2.0 HEALTH AND HUMAN SERVICES

The Health and Human Services Functional Annex to the City of Warrenton Emergency Operations Plan (EOP) is focused on providing the support required to maintain the health and well-being of the community during an emergency, and to address unmet health and human services needs through the provision of emergency assistance and sheltering as required. The following table provides an overview of the Health and Human Services Annex and the activities it is designed to support.

Under the City of Warrenton EOP, the Health and Human Services Branch is comprised of the ESFs identified in Table HHS-1.

<b>Key ESFs</b> <i>See Section 3 – Purpose and Scope and Section 4- Health and Human Services</i>		ESF 6 – Mass Care
		ESF 8 – Health and Medical
		ESF 11 – Food and Water
		ESF 17- Agriculture and Animal Protection
<b>Lifelines Supported</b>		Provide food, wate, and shelter for the community..
		Provide for the physical and behavioral health of the community.
<b>Lead Primary Agencies</b> <i>See Section 5 – Whole Community Management and Section 6 – Roles and Responsibilities</i>	City Manager City Fire Department Clatsop County Public Health Department Clatsop County Emergency Management	
<b>Operations</b> <i>See Section 7- Concept of Operations</i>	Operations Section – Health and Human Services Branch	

### 3.0 PURPOSE AND SCOPE

The Health and Human Services Functional Annex provides a framework for how City of Warrenton and their whole community of partners will coordinate during an emergency where the normal delivery of medical, health and social services is disrupted or situations where the health and medical needs of the community overwhelm local capability and capacity

This Annex is designed to support a coordinated and integrated approach to health and human services systems and is organized around the ESFs that focus on the functions presented in Table HHS-2.

**Table HHS-2 Health and Human Services Emergency Support Functions**

<b>ESF 6 Mass Care</b>	<b>ESF 8 Health and Medical</b>	<b>ESF 11 Food and Water</b>	<b>ESF 13 Agriculture and Animal Protection</b>
<ul style="list-style-type: none"> <li>• Coordinate efforts to:</li> <li>• Assess the impact of an emergency or disaster on the community and support efforts to address unmet human needs.</li> <li>• Provide shelter for individuals and households displaced by an emergency or disaster.</li> <li>• Provide mass feeding operations and distribute bulk supplies.</li> <li>• Facilitate assistance to connect displaced individuals and households with temporary and longer-term housing solutions.</li> <li>• Ensure that persons with access and functional needs are provided appropriate supports during an emergency or disaster.</li> <li>• Provide emergency first aid assistance for large numbers of people.</li> <li>• Gather and make available disaster welfare information on impacted individuals and households.</li> <li>• Connect individuals and households in the community with assistance programs.</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate efforts to:</li> <li>• Assess the impact of an emergency or disaster to public health, emotional well-being and healthcare, and the support efforts to stabilize those systems.</li> <li>• Identify persons with medical needs and coordinate the appropriate care and required movement of those persons within impacted areas or shelters.</li> <li>• Monitor, investigate and control potential threats to human health through proactive and ongoing surveillance and response measures.</li> <li>• Distribute medical countermeasures and/or non-medical interventions.</li> <li>• Provide mental health supports for the community including first responders and impacted individuals and communities.</li> <li>• Conduct mass casualty and mass fatality operations when the number of injured or deceased that result from an emergency exceed local capabilities.</li> <li>• Provide public health and medical information in coordination with the Public Information Officer (PIO).</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate efforts to:</li> <li>• Provide nutrition assistance and coordinate to obtain needed food and water supplies.</li> <li>• Provide environmental health services including food and water safety, foodborne disease surveillance and investigations, water quality testing and surveillance</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate efforts to:</li> <li>• Assess the impact of an emergency or disaster on agriculture, animals and natural and cultural resources.</li> <li>• Assist in the care and shelter of service animals, pets and livestock.</li> <li>• Protect natural and cultural resources including efforts to preserve, conserve, and rehabilitate those resources.</li> </ul>



## 4.0 HEALTH AND HUMAN SERVICES IN THE CITY OF WARRENTON

The following section provides a brief overview of health and human services in the City of Warrenton. For an expanded list of Key Functions in an emergency, see Section 6.

### 4.1 MASS CARE

**Capability:** Provide life-sustaining and human services to the affected population, to include hydration, feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.

**Primary City Department:** City Manager, City Fire Department

**EOC Coordination:** Health and Human Branch, Care and Shelter Group

**Related ESF:** ESF 6 – Mass Care

Key activities for providing mass care that may need to be performed during an emergency include:

- Establish and coordinate the provision of mass care services to impacted communities and disaster responders an effective communication system for use in a disaster.
- Coordinate the provision of temporary shelters or long-term housing.
- Provide human services and disaster assistance throughout response, including emergency first aid, medical assistance, and providing information on victims to family members.
- Ensuring individuals with access and functional needs receive modifications as needed in both the provision of care, delivery of messaging and in access to services.

#### 4.1.1 MASS CARE, HOUSING AND HUMAN SERVICES

Emergencies or disasters can necessitate evacuation of people from residences, which may be temporarily uninhabitable, damaged or destroyed. Provision of care and programs may consist of making facilities and services available, ensuring impacted individuals are sheltered with access to healthcare, providing care to vulnerable populations and ensuring access and functional needs are addressed, and coordinating activities with government agencies and volunteer disaster assistance organizations. Emergency short-term shelter or long-term housing needs may exist, and it is the responsibility of government to work with the various social service agencies to meet those needs.

Mass care services include sheltering, feeding, emergency first aid, bulk distribution of emergency items, and collecting and providing information on victims to family members. Sheltering support can include both short- and long-term housing assistance.



#### **4.1.2 BULK DISTRIBUTION OF EMERGENCY RELIEF SUPPLIES**

Bulk distribution of emergency relief items such as food, water, ice, clothing, and blankets will be managed and coordinated at established sites. This will be accomplished by the American Red Cross and other service groups such as the Salvation Army and faith-based groups, in coordination with the City Manager and Emergency Management as possible.

#### **4.1.3 HOUSING AND SHELTER**

Housing services works in conjunction with mass care needs and includes efforts to reunite families, provide first aid and services to vulnerable populations and coordinate voluntary agency assistance. Short-term and long-term housing needs can result if the emergency requires evacuation or relocation of affected persons, if the emergency event damages housing, and/or shelters and temporary lodging facilities are not a long-term solution. Displaced persons will be encouraged to obtain housing with family or friends or in commercial facilities before turning to the emergency response community for assistance.

The City EMO and the City Manager will assist with identifying alternative housing for displaced persons who cannot return to their homes (and need more than temporary lodging in a shelter) and with recommendations for accomplishing repair and restoration of the property. The American Red Cross supports in coordinated activities when available, and as determined by location and impact.

In a localized incident, the City and American Red Cross may be asked to provide mass care/shelter facility staff, logistical support and communications. Depending on need and availability, the Red Cross will manage citizen registration and provide basic medical services to shelter residents. As the American Red Cross is a volunteer driven organization, it may not have the capacity to respond to regional emergencies.

All predesignated shelters, regardless of whether they fall under the responsibility of the City or American Red Cross, will be assessed for safety prior to activation<sup>1</sup>. Pets are not allowed in American Red Cross shelters due to American Red Cross regulations (this prohibition does not pertain to animals such as seeing eye dogs or dogs for the deaf).

#### **4.1.4 HUMAN SERVICES**

Human and social services include the implementation of Disaster Assistance Programs to help disaster survivors recover their non-housing losses, and can include:

- Programs or assistance with aid that replaces damaged or destroyed personal property.
- Assistance with the completion of applications to receive disaster loans, food stamps, disaster unemployment assistance, disaster legal services, veterans' assistance, etc.

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<sup>1</sup> At the time this Plan was written, many of the predesignated shelters have not been retrofitted to withstand significant seismic activity.





- Support and services for vulnerable populations and individuals with access and functional needs, including the processing of County, state and federal benefit claims.
- Family reunification: The American Red Cross will establish a Disaster Welfare Inquiry Operation to answer requests from relatives and friends concerning the safety and welfare of evacuees or those in disaster areas. Welfare inquiry listings and registration listings will be coordinated with the EOC and law enforcement agencies for comparison with missing persons lists. Clatsop County Auxiliary Communications (AuxComms) provides support to the American Red Cross and Warrenton Emergency Management in gathering, disseminating, and managing disaster welfare information, including the provision of information to immediate family members who reside outside the impacted area.

#### **4.1.5 DISASTER ASSISTANCE CENTERS**

Upon a Presidential disaster declaration, Disaster Application/Assistance Centers may be established. In addition to numerous grant and assistance programs available through the Disaster Application Center, the Individual and Family Grant Program provides grants to meet those disaster-related necessary expenses or serious needs for which assistance for other means is either unavailable or inadequate.

Logistics Section personnel may be called upon to arrange a large facility to serve as a Disaster Application Center (DAC). The Federal Emergency Management Agency (FEMA) is responsible for operating the DAC. There, individuals can meet with local, State, Federal, and volunteer agency representatives to apply for disaster assistance. Appropriate facilities include schools, churches, and community centers. Advertising of these facilities will be coordinated by the PIO. Federal, State, local, and volunteer agencies may provide or accept applications for the following services through the DAC:

- Temporary housing for disaster victims whose homes are uninhabitable as a result of a disaster.
- Essential repairs to owner-occupied residences in lieu of temporary housing so that families can return to their damaged homes.
- Disaster unemployment and job placement assistance for those unemployed as a result of a major disaster.
- Disaster loans to individuals, businesses, and farmers for refinancing, repair, rehabilitation, or replacement of damaged real and personal property not fully covered by insurance.
- Individual and family grants to meet disaster-related expenses and other needs of those adversely affected by major disasters when they are unable to meet such needs through other means.
- Legal counseling to low-income families and individuals.
- Crisis counseling and referrals to mental health agencies to relieve disaster-caused mental health problems.



- Other specific programs and services as appropriate to the disaster.

Logistics may also arrange office space, document reproduction services, and more for State and Federal damage assessment teams.

If Federal mobile homes are to be supplied for use as emergency shelter, the Logistics section may assist in site choice and preparation consistent with Warrenton's local comprehensive land use plan.

## 4.2 HEALTH AND MEDICAL

**Capability:** The coordination and provision of procedures and resources to support health and medical care during a time of emergency and/or a developing potential health and medical situation.

**Primary City Department:** City Manager, City Fire Department

**EOC Coordination:** Health and Human Branch- Care and Shelter Group; Public Health and Healthcare Group

**Related ESF:** ESF 6 – Mass Care; ESF 8- Health and Medical

Key activities for providing health and medical services that may need to be performed during an emergency include:

- Support local assessment and identification of public health and medical needs in impacted jurisdictions and implement plans to address those needs.
- Monitor and coordinate resources to support care and movement of persons with medical needs in impacted areas.
- Coordinate with ESF 6 in the provision of care and sheltering services.
- Support monitoring, investigating, and controlling potential or known threats to human health of environmental origin.
- Monitor need for and coordinate resources to support disaster behavioral health services, including support for responder safety and health needs.

### 4.2.1 PUBLIC HEALTH SERVICES

The City of Warrenton does not have a public health agency, but coordinates with the City Fire Department, local hospitals and healthcare centers, and Clatsop County Public Health.

The inclusion of Public Health measures during all phases of activation is critical for the City of Warrenton's community and crosses all sectors. An assessment of the impact of an emergency or disaster to public health and healthcare and support efforts should be ongoing and modified according to the incident changes in order to stabilize those systems. Provision of public health and medical information should happen in coordination with the Public Information Officer (PIO).



## **4.2.2 HEALTHCARE SERVICES**

Healthcare services in City of Warrenton are provided by hospitals and private healthcare providers and is part of the Oregon Health Authority Hospital Preparedness Program Region 5. This supports healthcare preparedness and response through an OHA appointed Regional Emergency Coordinator, who in turn supports a local Public Health Emergency Preparedness Coordinator, or PHEP, which is a dedicated position within the Clatsop County Public Health Department.

## **4.2.3 DISASTER MENTAL HEALTH**

A disaster/emergency incident has the potential to challenge or disrupt systems and processes in place to meet the mental health and well-being needs of impacted communities and its workforce.

“Almost everyone in a community struck by a disaster will feel some type of emotional effect.”<sup>2</sup> While most people will bounce back after an event, there are many who continue to experience a range of emotional distress, mental health challenges or increased substance use. Direct and indirect impacts can have a ripple effect into many sectors, and can take physical, emotional, and financial tolls. This is particularly so for those who are displaced due to a disaster/emergency, those who are separated from support systems, and individuals and communities with economic impacts. Other contributing factors can include long-term or large-scale events, compounding traumatic events, underlying or chronic behavioral health needs. Awareness of and attending to these impacts throughout mass care and sheltering will help to alleviate disaster related distress and help to mitigate short- and long-term residual impacts. Clatsop County assists in the provision of disaster behavior health services through contracts with Clatsop Behavioral Healthcare.

Key activities may include:

- Assessment of the size and scope of event.
- Identification of impact of event on emotional distress or severe mental health needs.
- Development and delivery of a Community Needs Assessment.
- Review readiness assessments conducted prior to event to identify ages of impacted community and resourcing by location, special considerations, cultural and ethnic specificities, etc.
- Educate response partners and those responsible for communications on specific strategies for universal access and inclusivity.

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<sup>2</sup> Committee on Post-Disaster Recovery of a Community's Public Health, Medical, and Social Services; Board on Health Sciences Policy; Institute of Medicine. Healthy, Resilient, and Sustainable Communities After Disasters: Strategies, Opportunities, and Planning for Recovery. Washington (DC): National Academies Press (US); 2015 Sep 10.



- Coordinate with local, state and Federal agencies for specific programming or services or funding sources for Crisis Counseling Program(s) (CCP).
- Continue to monitor and evaluate distress and/or adverse reactions to events.

#### **4.2.4 EMERGENCY MEDICAL SERVICES**

The following City of Warrenton utilizes the following agencies and partners to provide Emergency Medical Services to provide support and referrals to identified facilities:

- Lifelight
- U.S. Coast Guard
- Air National Guard
- Columbia Memorial Hospital
- Warrenton Fire Department
- Providence Seaside Hospital
- Medix Ambulance Service
- Private clinics and care facilities
- American Red Cross and other volunteer agencies
- School Districts
- Local radio stations serving Warrenton

### **4.3 ACCESS AND FUNCTIONAL NEEDS**

Disaster survivors with access and functional needs may require tailored assistance to meet their necessary expenses and needs (food, clothing, housing, medical, and financial). Local and State human service organizations will identify any special needs groups (e.g., elderly, handicapped, and non-English-speaking residents) and, in the event of a disaster, ensure that their needs are met. The City of Warrenton will seek the assistance of the Clatsop County and human service agencies or organizations to assist in coordinating the emergency housing, sheltering, and feeding of special needs populations.

Coordinating for and identifying individuals with special needs within the impacted area is a critical element of emergency response and recovery operations for Warrenton. Special needs may be characterized by age (children and elderly), physical and/or mental disabilities, language (non-English-speaking), disease/medical conditions, service animals, and any other conditions or traits that could warrant special considerations under emergency circumstances. Nursing Homes and Residential Care Facilities are required to have disaster and emergency plans in place that ensure the transfer of clients to appropriate facilities.

Examples of facilities that can either shelter and/or serve individuals with access and functional needs, including those that have DD and Senior Services may include:

- Warrenton Emergency Management and City Manager
- Columbia Memorial Hospital



- Providence Seaside Hospital
- Private clinics and care facilities
- American Red Cross and other volunteer agencies
- School districts
- Northwest Senior and Disability Services (NWSDS)

## 4.4 FOOD AND WATER

**Capability:** Identify food, water, and ice needs in the aftermath of a disaster or emergency; Coordinate the retrieval of these resources, and transportation to the impact area.

**Primary City Department:** City Manager, City Police Department

**EOC Coordination:** Health and Human Branch- Care and Shelter Group; Public Health and Healthcare Group

**Related ESF:** ESF 6 – Mass Care; ESF 11- Food and Water

Key activities for providing food and water that may need to be performed during an emergency include:

- Assessment of food and water needs for areas impacted by disaster.
- Identification of food and water resources.
- Coordinate with ESF 6 and 8 in the provision of clean and accessible food and water.
- Storage of food and water resources, and monitoring.
- Monitoring the collection and sorting of all food and water supplies and establishing procedures to ensure that they are safe for consumption.

Food and water are essential provisions throughout an incident requiring mass care, and all health and human services. Without these, risk of infectious disease, food insecurities, and water borne diseases greatly increase. Food preparation, access to clean water for cooking and hygiene are essential for shelter facilities, all points of distribution, in the EOC, and throughout all homes, hospitals, healthcare facilities, sites that hold animals and livestock and others. Ongoing power is needed for refrigeration for food, water and medical supplies, and is supplemented through generators as needed by the Cavalry Assembly of God and Warrenton Christian Church.

Food banks are utilized to help with food distribution throughout the City, and the Oregon Housing and Community Services (OHCS) is responsible for administering the Temporary Emergency Food Assistance Program (TEFAP). Clatsop Community Action operates the CCA Regional Food Bank for the Oregon Food Bank Network (OFB). The Oregon Food Bank is charged with distribution during an emergency. The following Warrenton sites have been identified as food distribution sites:



- CCA Regional Food Bank
- The Manna House Food Pantry
- Warrenton Food Bank Pantry

#### **4.4.1 MANAGEMENT OF FOOD AND WATER SERVICES**

The provision of food and water throughout an incident requires strategies and tactics to all impacted individuals and responders and should meet the following objectives:

- Describe the scalable mass feeding strategy that will guide the City of Warrenton in feeding displaced or stationary populations after a natural or human caused disaster.
- Provide a coordinated mass feeding system compliant with the National Incident Management System (NIMS) and relevant City, County, State, and Federal laws.
- Local jurisdictions provide healthy, culturally appropriate meals or nutritional resources that meet the sustainment needs of displaced population.
- Assessment of the size and scope of the incident to determine anticipate feeding-related needs.
- Determine location of need (i.e.- rural vs. urban; high vs. low resources; access, etc.).
- Determine appropriate type(s) of necessary feeding sites.

Examples of responsibilities may include:

- Assessment of food and water needs for areas impacted by disaster.
- Identification of food and water resources and storage capacities.
- Adherence to safe consumption policies, including collection, sorting, monitoring expirations dates of all food and water supplies.
- Coordination of transportation of food and water supplies to facilities or directly to impacted locations.

#### **PLANNING CONSIDERATIONS SHOULD INCLUDE:**

- Service animals and household pets may be present at feeding sites.
- Feeding activities will account for individuals with access and functional needs.
- As possible, the City of Warrenton will meet the dietary preferences of individuals with cultural, religious, ethnic or other requests for accommodation.
- A large number of individuals may have food sensitivities, ethnic and religious dietary restrictions, and low-sodium diets. Many vegetarian and vegan options can accommodate these needs. Feeding sites should aim for at least 10% of meals to be vegetarian.



## 4.5 AGRICULTURE AND ANIMAL PROTECTION

**Capability:** Coordinate the City's response for animal and agricultural issues and protection of the state's natural resources in case of an emergency or disaster

**Primary City Department:** City Manager

**EOC Coordination:** Health and Human Branch- Animal and Agriculture Group

**Related ESF:** ESF 17 – Agriculture and Animal Protection

Key activities for providing agriculture and animal protection that may need to be performed during an emergency include:

- Coordinate with County and State for animal and plant disease response and pest surveillance.
- Implement response to an outbreak of a highly contagious or economically devastating animal/zoonotic disease, an outbreak of a highly infective exotic plant disease, or an economically devastating pest infestation.
- Remove and dispose of animal carcasses.
- Release information to the public about quarantine areas, rabies alerts, and other animal related issues.
- Ensure that animal/veterinary/wildlife issues during a disaster are supported.
- Protect natural resources from natural or human-made disasters.

### 4.5.1 ANIMALS IN DISASTER

Preparing for the care of animals during a disaster is the responsibility of animal owners. The City will coordinate with local animal owners, veterinarians and animal advocacy groups and charities sponsored by private organizations to address animal-related issues that arise during an emergency. Services can include animal disease outbreak which includes addressing both the vector and strategies to reduce transmission to other animals, caring for animals/livestock that may require specialized care and sheltering, and mitigating harm and loss of life. Specialized efforts and logistics are often required, and if local resources are insufficient to meet the needs of animals during a disaster, the City can contract services and request assistance through the county or state.

To facilitate correct information and address the expected media attention, a Joint Information Center (JIC) should be established whereby all participating agencies can route press release and media contacts through the duration of the incident.

*Refer to the Clatsop County Animals in Disaster Annex to their EOP for more information.*






## **5.0 WHOLE COMMUNITY HEALTH AND HUMAN SERVICES**

The activities required to assess and restore health and human services systems during an emergency rely on a cooperative effort that involves a whole community of partners including local, state, and federal agencies alongside public and private cooperators and partners. Table HHS 3 identifies Whole Community Partners including City, County, State, Federal and Community partners who may be part of a coordinated response and recovery effort.






**Table HHS-3 Health and Human Services Local Primary Agencies and Supporting Cooperators and Partners**

<b>ESF 6 MASS CARE</b>						
	<b>CITY</b>	<b>OTHER GOV'T</b>	<b>COMMUNITY</b>	<b>PRIVATE</b>	<b>STATE</b>	<b>FEDERAL</b>
	<ul style="list-style-type: none"> <li>City Manager</li> <li>Fire Department</li> <li>Police Department</li> </ul>	<ul style="list-style-type: none"> <li>Clatsop County Emergency Management</li> <li>Clatsop County Department of Health</li> </ul>	<ul style="list-style-type: none"> <li>CERT</li> <li>Marinas</li> <li>Salvation Army</li> <li>American Red Cross</li> <li>Local Media/Radio</li> <li>School Districts</li> <li>Sunset Empire Transportation District</li> </ul>	<ul style="list-style-type: none"> <li>Private Ambulance Services</li> <li>Private clinics / healthcare facilities</li> <li>Food Banks</li> <li>Local faith-based communities</li> <li>Schools</li> <li>Mass Care Services provider</li> </ul>	<ul style="list-style-type: none"> <li>Oregon Department of Human Services</li> <li>Oregon Emergency Management</li> <li>Oregon National Guard</li> <li>Oregon Health Authority</li> </ul>	<ul style="list-style-type: none"> <li>U.S. Department of Health and Human Services</li> </ul>
<b>ESF 8 HEALTH AND MEDICAL</b>						
	<b>CITY</b>	<b>OTHER GOV'T</b>	<b>COMMUNITY</b>	<b>PRIVATE</b>	<b>STATE</b>	<b>FEDERAL</b>
	<ul style="list-style-type: none"> <li>City Manager</li> <li>Fire Department</li> <li>Police Department</li> </ul>	<ul style="list-style-type: none"> <li>Clatsop County Emergency Management</li> <li>Clatsop County Department of Health</li> </ul>	<ul style="list-style-type: none"> <li>CERT</li> <li>Marinas</li> <li>Salvation Army</li> <li>Local Media/Radio</li> <li>School Districts</li> <li>Sunset Empire Transportation District</li> </ul>	<ul style="list-style-type: none"> <li>Privatized Ambulance Services</li> <li>Private clinics and healthcare facilities</li> <li>Clatsop Behavioral Healthcare</li> </ul>	<ul style="list-style-type: none"> <li>Oregon Department of Human Services</li> <li>Oregon Emergency Management</li> <li>Oregon National Guard</li> <li>Oregon Health Authority</li> </ul>	<ul style="list-style-type: none"> <li>U.S. Coast Guard</li> <li>U.S. Department of Health and Human Services</li> <li>OSHA</li> </ul>
<b>ESF 11 FOOD AND WATER</b>						
	<b>CITY</b>	<b>OTHER GOV'T</b>	<b>COMMUNITY</b>	<b>PRIVATE</b>	<b>STATE</b>	<b>FEDERAL</b>
	<ul style="list-style-type: none"> <li>City Manager</li> <li>Fire Department</li> <li>Police Department</li> <li>City Public Works</li> </ul>	<ul style="list-style-type: none"> <li>Clatsop County Emergency Management</li> <li>Clatsop County Department of Health</li> </ul>	<ul style="list-style-type: none"> <li>CERT</li> <li>Marinas</li> <li>American Red Cross</li> <li>Salvation Army</li> <li>Local Media/Radio</li> <li>School Districts</li> </ul>	<ul style="list-style-type: none"> <li>Food Banks</li> <li>Local faith-based communities</li> </ul>	<ul style="list-style-type: none"> <li>Oregon Department of Human Services</li> <li>Oregon Emergency Management</li> <li>Hospital Preparedness</li> </ul>	<ul style="list-style-type: none"> <li>U.S. Department of Health and Human Services</li> <li>OSHA</li> </ul>



			<ul style="list-style-type: none"> <li>Sunset Empire Transportation District</li> </ul>		Program Region 3/5 <ul style="list-style-type: none"> <li>Oregon Health Authority</li> <li>Oregon Department of Environmental Quality</li> </ul>	
<b>ESF 17 AGRICULTURE AND ANIMAL PROTECTION</b>						
	<b>CITY</b>	<b>OTHER GOV'T</b>	<b>COMMUNITY</b>	<b>PRIVATE</b>	<b>STATE</b>	<b>FEDERAL</b>
	<ul style="list-style-type: none"> <li>City Manager</li> <li>Fire Department</li> <li>Police Department</li> </ul>	<ul style="list-style-type: none"> <li>Clatsop County Emergency Management</li> <li>Clatsop County Department of Health</li> </ul>		<ul style="list-style-type: none"> <li>Farmers/ Ranchers</li> <li>Private Veterinarian Practices</li> </ul>	<ul style="list-style-type: none"> <li>Department of Agriculture</li> <li>Department of Fish and Wildlife</li> <li>Oregon Health Authority</li> </ul>	<ul style="list-style-type: none"> <li>U.S. Department of Health and Human Services</li> <li>OSHA</li> <li>Department of Agriculture</li> <li>U.S. Fish and Wildlife Service</li> <li>U.S. Environmental Protection Agency</li> </ul>

## 6.0 ROLES AND RESPONSIBILITIES

The following roles and responsibilities are intended to provide partners and all users of this Annex with a shared understanding of the tasks they may be asked to perform or support during an emergency. All assigned agencies are responsible for developing procedures to guide execution of these tasks.

*See the State of Oregon EOP and National Response Framework (NRF) for state and federal roles and responsibilities.*

### 6.1 ALL HEALTH AND HUMAN SERVICES PARTNERS

- Implement continuity of operations procedures to continue essential functions.
- Provide situation status updates to the EOC when requested.

### 6.2 PRIMARY AGENCIES

#### 6.2.1 CITY MANAGER

- Provide coordinated planning and logistical support as needed.
- Act as the primary hub of information collection and dissemination among internal county departments.
- Provide coordination for resources and equipment needed for public health and medical services.
- Assist with mass care shelter locations as needed.

#### 6.2.2 CLATSOP COUNTY EMERGENCY MANAGEMENT

- Coordinate with the American Red Cross, county Emergency Management Department and other local, state and federal partners as needed.
- Activate and deactivate mass care, housing and human services support.
- In coordination with the American Red Cross, identify and make available shelter for persons displaced from their residences.
- In the absence of the American Red Cross, coordinate the distribution of donated clothing and other bulk emergency relief supplies.

#### 6.2.3 CLATSOP COUNTY PUBLIC HEALTH

- Establish priorities to serve as a basis for emergency public health service operations.
- Provide a liaison between the EOC and health service agencies, including coordination of medical and public health-related resources in support of:
  - Medical laboratory services.
  - Health education and outreach.
  - Collection, identification, storage and dispatch of deceased victims.
- Coordinate information, incident status and resource requests among private medical facilities, business and industry for emergency medical services, laboratory and



sanitation services required in support of countywide emergency operations in cooperation with the EOC.

- Maintain a file of all written, typed or verbal reports, decisions, policies and directions as a legal record of emergency operations.
- With support from the first responder community, gather information concerning injuries and fatalities resulting from disaster occurrences and share this information with the county EOC as soon as it is available.
- Determine the need for and establish isolation or quarantine locations in accordance with ORS 431.440, 431.530, and 433.121 to 433.220.
- Establish ongoing communication with key representatives of hospitals and emergency medical services.
- Provide communication and education to the public on prevention of and management of communicable diseases.
- Medical providers will submit reports of the presence of reportable contagious infections or disease clusters to county Public Health.
- Provide information to first responders, health care providers, and the public. This information will enable them to identify serious health or medical situations.
- Coordinate with drinking water providers to ensure the absence of contaminants in drinking water.
- Prepare and maintain emergency public health preventive measures and regulations to control and restrict communicable disease; develop plans needed for the operation of mass vaccination programs; develop plans to assist in the isolation and quarantine of contagious persons.
- Coordinate the provision of disaster mental health services.
- Coordinate with FEMA and other agencies to assist with disaster assistance programs.
- Coordinate with local voluntary agencies to provide services to disaster victims.

#### **6.2.4 POLICE DEPARTMENT**

- Clatsop County Sheriff's Office- Develop a Mass Fatality Response Plan in conjunction with local and regional partners.
- Provide escort for emergency injury transport.
- Provide traffic control and crowd control during large scale events that may overwhelm public health and medical staff.

##### **6.2.4.1 CLATSOP COUNTY SHERIFF'S OFFICE-**

- Develop a Mass Fatality Response Plan in conjunction with local and regional partners.

#### **6.2.5 FIRE DEPARTMENT**

- Provide escort for emergency injury transport.
- Provide emergency medical services.



- Assist with transportation and provision of food and water services.

## **6.3 SUPPORTING AGENCIES, COOPERATORS, PARTNERS**

### **6.3.1 AMERICAN RED CROSS**

- Provide shelter damage assessment, feeding, distribution of emergency relief items, case management, basic first aid and behavioral health services.
- Provide information on the status of American Red Cross managed care and shelter operations to the EOC and Public Information Officer (PIO), as necessary.
- Process inquiries from concerned families outside the disaster area.
- Support the operations and staffing of mass care facilities as capacity and capabilities allow.

### **6.3.2 EMERGENCY MEDICAL SERVICES PROVIDERS**

- Provide ground and air emergency ambulance services.
  - Contract with Clatsop County's Medix Ambulance Service provides services with their two vehicles.
- Neighboring assistance:
  - Seaside Providence Hospital
  - CMH Urgent Care & Pharmacy
  - Warrenton CMH Urgent Care
  - Astoria CMH Hospital

### **6.3.3 MORTUARY SERVICE PROVIDERS**

- Provide fatality support including preparing bodies for burial or cremation and transporting bodies to designated burial locations.
- Assist during large scale fatality events by transporting and preparing bodies for burial.

### **6.3.4 MARINAS**

- Provide coordinated planning and logistical support as needed.

## **7.0 CONCEPT OF OPERATIONS**

The local government primary agencies identified in this annex are responsible for coordination of activities that fall within the scope of the functions it includes. That does not mean they are directly responsible for providing all activities described, but rather that they serve as a facilitator to organize health and human services partners to execute activities required to meet established objectives for emergency operations. All health and human services activities will be conducted in a manner consistent with the National Incident Management System (NIMS) and Incident Command System (ICS).



## 7.1 PREPAREDNESS AND READINESS

All assigned partners are responsible for active participation in maintaining organizational readiness including:

- Participate in regular review and update of the Functional Annex and identified ESFs, including acceptance of assigned responsibilities.
- Develop procedures to support execution of assigned activities.
- Maintain adequate equipment and supplies required to perform activities as outlined in this Annex.
- Participate in training and exercises to build capacity.

Additionally, the assigned primary agencies will coordinate with ESF cooperators and partners to conduct the following actions to support readiness activities specific to health and human services:

- Maintain an emergency contact list and emergency resource inventory of health and human services assets.
- Pre-identify potential emergency health and human services staging areas.

## 7.2 ACTIVATION AND MOBILIZATION

The Health and Human Services Branch will be activated when the Incident Commander or EOC Manager determine the need for enhanced coordination of health and human services activities. Upon this determination, the EOC Manager will notify the primary agency who is then responsible for making appropriate notifications to cooperators and partners and providing a representative to staff the EOC. Assigned primary agencies may choose to activate a Department Operations Center (DOC) to support coordination of health and human services activities.

## 7.3 HEALTH AND HUMAN SERVICES FUNCTIONAL GROUP LEAD RESPONSIBILITIES

Responsibilities of the respective ESF representatives in the EOC include:

- Serve as primary point of contact for ESF cooperators and partners.
- In coordination with the Liaison Officer, facilitate communications and engagement with key external partners specific to health and human services including:
  - Oregon Health Authority
  - Oregon Department of Environmental Quality



- Area and regional hospitals and healthcare providers.
- Other local agencies and organizations and internal county departments.
- In coordination with the Planning section, gather situation status information related to health and human services needs. Considerations include:
  - Location of disaster and where large numbers of people can be safely transported to.
  - Information of people entering a mass care facility.
  - Status of injured, infected, or killed individuals due to an emergency.
  - Status of hospital capacity and services available.
  - Location for mass body burials and number of individuals buried.
  - Temporary and permanent laws put into effect due to an emergency.
  - Status of injured, infected, or killed animals and livestock due to an emergency.
  - Status of veterinary clinics and services available.
  - Location for mass burials for animals and number of animals buried.
  - Emergency permits to restore affected natural resources.
  - Status of equipment available to support emergency operations.
  - Status of personnel available to support emergency operations.
- Participate in EOC planning meetings and provide ESF specific inputs to the EOC Action Plan.
- In coordination with the Operations Section Chief, support development of objectives and assign them to the appropriate ESF partners.
- Monitor and provide regular updates to the Operations Section Chief on the status of ongoing health and human services activities including resource needs that should be submitted to the Logistics Section.
- Provide information specific to health and human services as requested by the EOC PIO to support message development.
- Coordinate with local and state partners to access resources under existing mutual aid agreements.
- Coordinate ESF staffing to ensure the function can be staffed across operational periods.



## **7.4 HEALTH AND HUMAN SERVICES IN THE EOC**

The EOC is organized using the ICS and during an emergency that damages or disrupts the community's health and human services systems, coordination of support for assessment, repair, and restoration of those systems will be delegated by the EOC Manager to the Operations Section Chief who may in turn activate the Health and Human Services Branch and assign a Branch Director. In most situations, the Health and Human Services Branch Director will be the County Public Health Director or their designee.

The Operations Section Chief or Branch Director may activate additional functional groups to support coordination of health and human services activities, and the EOC has adapted its ICS structure to allow activation of ESFs as mechanisms to organize activities and partners during an emergency.

The following ESFs are assigned to the Health and Human Services Branch and may be activated as Groups within the EOC ICS structure and assigned a Group Manager. Typically, the Group Manager will be a representative from the County department with the most logical authority or capability

- ESF 6 – Mass Care
- ESF 8 – Health and Human Services
- ESF 11 – Food and Water
- ESF 17 – Agricultural and Animal Protection

The ESF representative will assume the appropriate role within the ICS structure at the direction of the EOC Manager or Operations Section Chief.

## **7.5 TRANSITION TO RECOVERY**

City of Warrenton will coordinate with the County to organize and begin recovery activities of health and human services as soon as initial response activities have progressed to stabilization. Planning for recovery activities will begin as soon as possible within the County incident action planning process.

- Status of personnel available to support emergency operations.
- Participate in EOC planning meetings and provide ESF specific inputs to the EOC Action Plan.
- In coordination with the Operations Section Chief, support development of objectives and assign them to the appropriate ESF partners.
- Monitor and provide regular updates to the Operations Section Chief on the status of ongoing health and human services activities including resource needs that should be submitted to the Logistics Section.

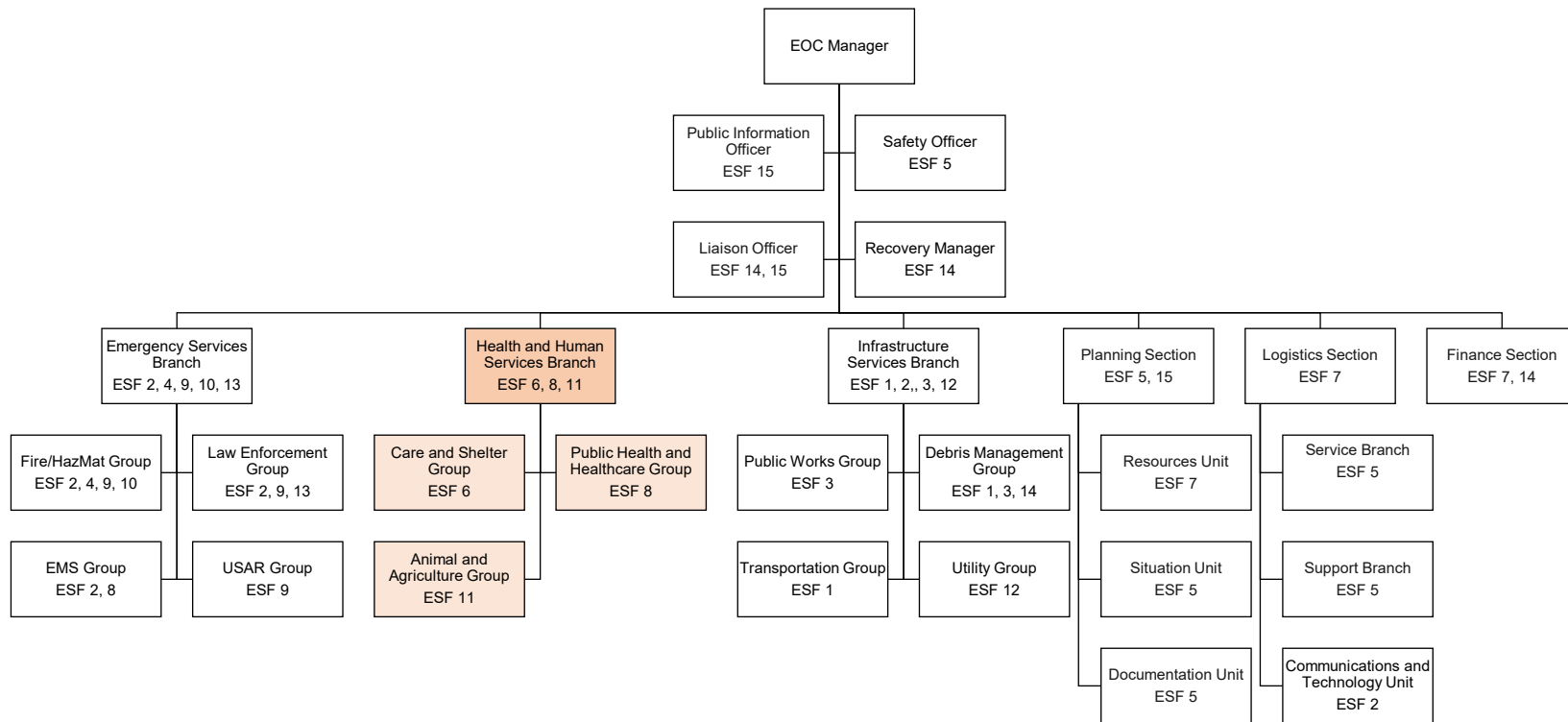




- Provide information specific to health and human services as requested by the EOC PIO to support message development.
- Coordinate with local and state partners to access resources under existing mutual aid agreements.
- Coordinate ESF staffing to ensure the function can be staffed across operational periods.



Figure 1 Health and Human Services in the EOC



## **8.0 CAPABILITY SUSTAINMENT**

### **8.1 ANNEX DEVELOPMENT AND MAINTENANCE**

The assigned primary agencies are responsible for the development and maintenance of this Annex including coordination and engagement with supporting agencies to inform updates. At a minimum, this Annex should be reviewed on an annual basis.

### **8.2 TRAINING AND EXERCISES**

The City Manager, in coordination the City Police Department and local government agencies, are responsible for integrating emergency services into the City's training and exercise program and providing guidance to partners and cooperators on training requirements and standards. Each partner and cooperator are responsible for ensuring and documenting that personnel have received the appropriate training.



# APPENDIX A REFERENCES AND REFERENCE RESOURCES

## LOCAL AND REGIONAL

- City of Warrenton Transportation System Plan
- City Water Conservation Plan
- City of Warrenton Comprehensive Plan
- 2018 Clatsop County Mass Care Shelter Assessment
- 2021 Clatsop County Multi-Jurisdictional NHMP
- Pacific Power Public Safety Power Shutoff – Clatsop County

## STATE

- State of Oregon Emergency Operations Plan
- ESF 8, Health and Medical
- ESF 6, Mass Care
- ESF 11, Food and Water
- ESF 17, Agriculture and Animal Protection
- Oregon Disaster Housing Strategy
- Oregon Behavioral Health All Hazard Response Plan
- Oregon Individuals and Households Program, Other Needs Assistance Agreement with FEMA Region X

## FEDERAL

- National Response Framework
- ESF 8, Public Health and Medical Services
- ESF 6, Mass Care, Emergency Assistance, Temporary Housing and Human Services
- ESF 11, Agriculture and Natural Resources
- National Disaster Recovery Framework, Infrastructure Services RSF
- ARC and FEMA National Shelter System (NSS)

## REFERENCES

Center for Disease Control Public Health Emergency Preparedness and Response Capabilities. Website: [https://www.cdc.gov/cpr/readiness/00\\_docs/CDC\\_PreparednesResponseCapabilities\\_October2018\\_Final\\_508.pdf](https://www.cdc.gov/cpr/readiness/00_docs/CDC_PreparednesResponseCapabilities_October2018_Final_508.pdf)

Federal Emergency Management Agency. 2019. Emergency Support Function Annexes. Website: <https://www.fema.gov/media-library/assets/documents/25512>. Accessed June 2020.



Oregon Emergency Management. ND. Oregon State Emergency Support Function (ESF) Quick sheets.  
Website:

[https://www.oregon.gov/OEM/Documents/Oregon\\_ESF\\_Descriptions\\_One\\_Page\\_Job\\_Aid.pdf](https://www.oregon.gov/OEM/Documents/Oregon_ESF_Descriptions_One_Page_Job_Aid.pdf).

Accessed June 2020.

2018 Clatsop County Mass Care Shelter Assessment



## **APPENDIX B      BEHAVIORAL HEALTH CONCEPT OF OPERATIONS**

### **SITUATION AWARENESS AND ACTIVATION**

Ongoing situational awareness is another component vital to response activities, particularly in longer term events. Surveillance on damage, injuries, loss, and barriers to immediate needs should include the direct and indirect implications on mental health for all individuals and communities and should be monitored by trained personnel. Examples of triggers can include access to transportation, loss of medication or other health related supports, lack of access to specific food requirements, the provision of messaging and communications, loss or injury to loved ones, and other safety and security concerns. Maintaining situational awareness of behavioral health needs should be incorporated into all areas of mass care and sheltering. Inclusion of DBH in response- direct support services, coordination with community, and cross-departmental efforts. Components can include:

- Resources and referrals for DBH direct services:
- Community based
- Healthcare System
- Workforce mobilization
- Data collection and dissemination

When a disaster occurs that requires mass care and sheltering, the on-scene Incident Commander will assess incident needs and will request support from cooperators.

### **ACTIVATION- GUIDING RECOMMENDATIONS**

- Provide communications in multiple and relevant languages, in large print, have accompanying graphics, and that signage contains braille.
- Coordinate with internal and external partners to ensure needs are identified.
- Employ supports as necessary and in a timely manner (i.e.- language, interpreter services, modifications to buildings or transportation, etc.).
- Follow Health and Human Services' (HHS) Office of the Assistant Secretary for Preparedness and Response (ASPR) Public Health Emergency guidelines for integrating behavior health into planning and response activities.

### **ACTIVATION- DIRECT SERVICE (SAMPLE)**

- Deploy triage and PFA services to identify and mitigate the development of diagnosed behavioral health conditions.
- Coordination with State, Tribal, and local medical, behavioral health, substance abuse, and public health officials to determine current assistance requirements.
- Options for geographically dispersed teams if multiple facilities are activated within a jurisdiction.



- Provision of incident site counseling support services.
- Mobilization of behavioral health specialists for specific populations (cultural needs, appropriate language(s), geographically accessible, age specific).
- Creation of teams with specialized experience to address needs of different cultures and populations, with a special focus on including known and trusted community members.
- Provision of crisis counseling and behavioral health services for first responders and other emergency workers.
  - Address additional specific disaster behavioral health concerns, including substance abuse prevention, domestic violence prevention, opiate dosing, and stress management.
  - Support long-term behavioral health needs resulting from an emergency or disaster.

**ACTIVATION- CROSS-FUNCTIONAL**

- Create a disaster behavioral health process to achieve the public health goal of the ‘most good for the most people’.
- Community Model- promotion and mitigation strategies to build resiliency and mitigate distress.
- Leverage assets and trusted resources that are representative of communities served.
  - Ensuring that comprehensive stress management strategies and programs are in place and available to all emergency responders, support personnel, and healthcare workers.
- Training and education components through inclusive and equitable means.

Table HHS- 4 includes planning considerations that may support effective disaster behavioral health support.

**Table HHS-4 Disaster Behavioral Health Considerations**

Population	Definition	Implication(s)
<b>Children, School Age Youth and Young Adults</b>	People <25 who may be reliant on others for support or are in a transitional period from childhood to adulthood.	Impacted by change or disruption of routines; Sensitive to adverse events; May lack skills to understand, process or express emotional impact; Vulnerable to anxiety or depression; Worry over family or loved ones; Age specific impacts
<b>Aging adults</b>	Individuals whose chronological age may impact their movement or cognitive abilities	May need resources or unique types of assistance; May experience heightened distress over impacts to loved ones



<b>Parents or Caregivers</b>	Individuals who are responsible for biological offspring or tasked with the care for other youth, aging adults, or any individual that requires direct support and care	Responsible for children or loved ones; Balance of work and family care; Self-care challenges
<b>Individuals with Access and Functional Needs</b>	Individuals who have physical, cognitive or developmental delays or disabilities; or those with mobility challenges or chronic conditions	Vulnerable to accessing care or supports; Requirements for sustained safety and security measures can cause additional distress; May need extra care or assistance
<b>Individuals with Behavioral Health Needs</b>	Those individuals who have previous mental health conditions, and/or those with substance use or abuse challenges	May be susceptible to adverse reactions; Reliving past traumatic events; Tendency to use substances or alcohol as a means of coping; May depend on medication that is hard to access; May be dependent or addicted to legal or illegal drugs/alcohol for maintenance and to avoid withdrawal
<b>Individuals with Medical Needs</b>	People who depend on medication or other life-saving measures (equipment, treatments, etc.) to sustain health or quality of life	Susceptible to equipment failure or breaks in supply chain; May have limited access to care; Likelihood of co-occurring mental health needs
<b>Individuals Experiencing Housing Insecurities</b>	Includes persons who are living in shelters, who live on the streets, or who are temporarily housed (formal or informal)	May be more susceptible to mental health challenges or substance use; May have difficulty accessing services or needed medication; May experience increased stigma or health related challenges
<b>Undocumented Individuals</b>	Individuals who do not have, or are in process of acquiring, documentation to apply for temporary or permanent residency of the United States	May have difficulty accessing or comprehending resources or information for services due to language barriers, cultural differences, or an unfamiliarity with the system; May be barred from receiving services due to lack of citizenship or identification
<b>Immigrant and/or Refugee Communities</b>	Persons who have received immigrant or refugee status	May have difficulty accessing or comprehending resources or information for services due to language barriers, cultural differences, or an unfamiliarity with the system
<b>Responder/Workforce</b>	Holds a dual role of responding to community needs while caring for loved ones and family	Unique risk of experiencing behavioral health impacts during and after a disaster. Long durations work hours, increased exposure and an inherent desire to help others. Preplanning and practicing coping





		mechanisms and how to identify signs and symptoms of stress can help to mitigate long-term implications.
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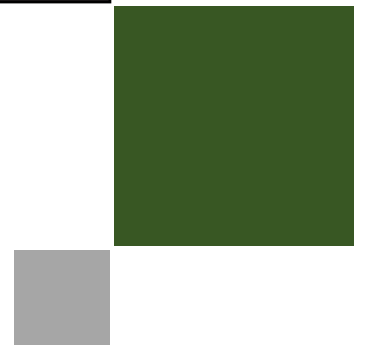


City of Warrenton

# Emergency Operations Plan

INFRASTRUCTURE SERVICES ANNEX

Last Updated: May 2022



# 1 FUNCTIONAL ANNEX ORGANIZATION

The City of Warrenton (City) Emergency Operations Plan (EOP) is comprised of a Basic Plan that is supplemented by four Functional Annexes that provide additional detail specific to the range of functions that may need to be performed during an emergency or disaster. Each annex addresses several Emergency Support Functions (ESFs) that have been grouped to align with the partners involved, the organizational structure of the City Emergency Operations Center (EOC), and the organizations used by State of Oregon (State) and federal partners.

## City of Warrenton Emergency Operations Plan Functional Annexes

Management Services
ESF 5 Information and Planning ESF 7 Resource Support ESF 14 Public Information ESF 15 Volunteers and Donations ESF 18 Business and Industry
Emergency Services
ESF 2 Communications ESF 4 Firefighting ESF 9 Search and Rescue ESF 10 Hazardous Materials ESF 16 Law Enforcement
Health and Human Services
ESF 6 Mass Care ESF 8 Health and Medical ESF 11 Food and Water ESF 17 Agriculture and Animal Protection
Infrastructure Services
ESF 1 Transportation ESF 3 Public Works ESF 12 Energy







Note: ESF 13, Military Support, is not included above.

## 2 INFRASTRUCTURE SERVICES ANNEX

The Infrastructure Services Annex to the City of Warrenton EOP is focused on the assessment of damage to, emergency repair of, return to operation, and restoration of the infrastructure that the community relies on to move people and goods, deliver essential programs and services, and access power, water, gas, and sanitation.

Under the City of Warrenton EOP the Infrastructure Services Group is comprised of the ESFs identified in Table INF-1.

**Table INF-1 Infrastructure Services Overview**

<b>ESFs</b> <i>See Section 3 – Purpose and Scope and Section 4 – Infrastructure Services of the City of Warrenton</i>		ESF 1 - Transportation
		ESF 3 – Public Works
		ESF 12 - Energy
<b>Lifelines Supported</b>	 Transportation	Multi-modal transportation to move people, material.
	 Safety and Security	Facilities and assets required to deliver essential government services.
	 Energy (Power & Fuel)	Energy and fuel to power the community.
<b>Lead Local Agencies</b> <i>See Section 5 – Whole Community Management Section 6 – Roles and Responsibilities</i>	City of Warrenton Public Works Department	
<b>Concept of Operations</b> <i>See Section 6</i>	Operations Section – Infrastructure Services Branch	

### 3 PURPOSE AND SCOPE

The Infrastructure Services Annex provides a framework for how the City of Warrenton and the whole community of partners will coordinate during an emergency that disrupts, damages, or disables critical assets and systems including critical facilities, ground and air transportation, power and natural gas transmission and distribution, water production and distribution, and waste management.

This annex is designed to support a coordinated and integrated approach to infrastructure systems and is organized around Emergency Support Functions (ESFs) that focus on specific infrastructure systems presented in Table INF-2.

<b>Table INF-2 Infrastructure Services Emergency Support Functions</b>		
<b>ESF 1 Transportation</b>	<b>ESF 3 Public Works</b>	<b>ESF 12 Energy</b>
<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Monitor and report status of, and damage to transportation system and critical infrastructure as a result of the incident.</li> <li>• Identify temporary alternative transportation solutions that can be implemented when systems or infrastructure are damaged, unavailable or overwhelmed.</li> <li>• Coordinate access to transportation routes including snow and ice removal and debris management.</li> <li>• Coordinate the emergency repair and restoration of the transportation network.</li> <li>• Provide logistical transportation of evacuees, personnel, equipment, materials and supplies.</li> <li>• Partner with law enforcement (ESF 13) efforts to monitor, control and coordinate traffic.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Address the coordination of assessments of energy and water/wastewater systems, components and utilities for damage, operability, supply, demand and the requirements to restore such systems.</li> <li>• Coordinate engineering and construction management support for response and recovery operations.</li> <li>• Prioritize and initiate emergency work to clear debris and obstructions from emergency transportation routes and removal of debris from public property.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>• Assist City departments and agencies in obtaining fuel for transportation (ESF 1), communications (ESF 2), emergency operations and other critical functions.</li> <li>• Help energy suppliers and utilities obtain equipment, specialized labor and transportation (ESF 1) to repair or restore energy systems and/or water or wastewater facilities and infrastructure.</li> <li>• Address the provision of temporary emergency power generation capabilities and/or water and wastewater facilities to support critical facilities and equipment until permanent restoration is accomplished.</li> <li>• Coordinate emergency fuel support for transportation operations (ESF 12).</li> </ul>



## 4 INFRASTRUCTURE SERVICES IN CITY OF WARRENTON

The following sections include brief overview of the ESFs that collectively make up infrastructure services in the City of Warrenton. The descriptions are not intended to be an exhaustive list of features and concepts, but rather provide primary and supporting agencies a general overview of the ESFs.

### 4.1 ESF 1 – TRANSPORTATION

**Capability:** Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.

**EOC Coordination:** Infrastructure Services Branch- Transportation Group

**Related ESF:** ESF 1 – Transportation

Key transportation activities that may need to be performed during an emergency include:

- Identify obstructions and damage to transportation infrastructure, as well as general impact assessments.
- Identify obstructions and damage to transportation infrastructure, as well as general impact assessments
- Coordinate reporting on damage to and status of transportation infrastructure for all modes of transportation
- Prioritize and initiate emergency work tasking to clear debris and obstructions from, and make emergency repairs to, the transportation infrastructure

#### 4.1.1 Management of Transportation Operations

The City of Warrenton Public Works Department maintains and operates 60 lane miles of streets, and budgets, plans, designs, and manages Capital Improvement Projects for streets and trails. The City's transportation system allows movement by land, water, and air. In addition to the city, the following jurisdictions own and maintain roadways: Sunset Empire Transportation District and ODOT. Most of the roadway infrastructure in the city is owned by the County or the State; therefore, an incident that occurs within the City, but that falls under the County or State's jurisdiction would require immediate coordination. An ODOT Highway Maintenance Station is located in Warrenton at 1960 SE Dolphin Avenue, with additional offices in Astoria. The Clatsop County Road Maintenance Facility services the City of Warrenton and is located in Astoria. Warrenton School District, Sunset Empire Transportation District, and Medix Ambulance Service also support transportation infrastructure within the city.

The city is connected to US Highway 101 by secondary roads, including East Harbor Drive running east to west and South Main Avenue running north and south. US Highway 101 connects the City with Seaside to the south and Astoria to the north.



### 4.1.2 Transportation Systems

The City's transportation system includes critical infrastructure including the following:

- US Highway 101
- East Harbor Drive
- Main Avenue
- NW Warrenton Drive

The City of Warrenton's lifeline routes—designated for emergency responses in the first 72 hours after an incident—include the following:

- US 101 south of Fort Stevens Highway 104 Spur
- Ridge Road between Hammond and DeLaura Beach Lane
- DeLaura Beach Lane between Ridge Road and Fort Stevens Highway 104
- Fort Stevens Highway 104 between DeLaura Beach Lane and US 101
- Fort Stevens Highway 104 Spur
- SE 12th Place/Airport Road (Clatsop County 2015)

Flooding of bridges in Warrenton is a major concern; these bridges are critical links in the transportation system of the city. The New Young's Bay Bridge connects the city to the communities of Astoria, Jewell, Olney, and Clatsop County, as well as the route to Highway 30. (Clatsop County 2015) Other bridges in the city, including the Skipanon Bridge, and Alder Bridge, if flooded, could preclude access of people and supplies as well.

Transportation by water occurs on the Skipanon River, Columbia River, Lewis and Clark River, and Young's Bay and is generated by marinas for commercial fishing, charter fishing, and recreational boats. The three marinas are Hammond Marina and Warrenton Booring Basin run by the city, and Skipanon Marina, run privately. If water transportation would be required during an emergency, coordination would be required. Some activity is also associated with waterfront industrial uses of the city. (City of Warrenton 2011)

Transportation by air is available from the Astoria Regional Airport, which is owned and operated by the port of Astoria. The airport is used by the US Coast Guard, general aviation aircraft, and, at times, commercial air carriers.

### 4.1.3 Damage Assessment

Damage assessment is the process for determining the nature and extent of loss and damage to individuals, communities or the city in a whole from natural or manmade disasters. The goal of damage assessment is to provide an accurate assessment of the impacted area in support of the response and recovery phases of a disaster. In addition, a formal Preliminary Damage Assessment supported by the use of damage assessment forms paves the process for necessary cost recovery and potential reimbursement during federally declared disasters.





Clatsop County will provide guidance and support this process throughout the County; however the City will manage damage assessments for their own jurisdiction. This includes the identification of lead agency, mobilization of damage assessment teams and surveillance to assess, visualize and/or to report damages. In most cases, the Police Department and Fire Department will coordinate initial assessments of damage performed by visual inspections gathered at a high-level. A more thorough Preliminary Damage Assessment will be led by the Public Works Department and Building Official, supported by area infrastructure owners, and coordinated alongside Clatsop County damage assessment teams. Surveying tools such as, Interra, Collector or other GIS support such as Survey 123<sup>1</sup> may be utilized to assess, visualize or report damages in the event of an emergency within the County.

#### 4.1.4 Debris Management

Disaster debris may include construction and demolition debris, vegetative matter, mixed waste and other materials. City of Warrenton Public Works will rely upon the City and local contractors to clear public rights-of-way and to allow access to other critical areas. Private property owners will be responsible for clearing their own properties. Where the private sector is called upon to supplement City capabilities, local waste collectors, haulers and recyclers will be used to the maximum extent possible (operators may obtain assistance from other collectors throughout the region). City, County and State government agencies will have cleanup responsibility for roads within their respective jurisdictions and for pre-establishing any disposal agreements with local haulers and recyclers. City of Warrenton Public Works will use local contractors to supplement its emergency response capabilities, escalating unmet needs through the County EOC and/or mutual aid partners. Clatsop County's Public Works and Public Health coordinate efforts to maintain the Environmental Health program, which will address larger debris management issues for the County.

## 4.2 ESF 3 - PUBLIC WORKS

**Capability:** Provide the resources (human, technical, equipment, facility, materials, and supplies) of member agencies to support emergency public works needs during a time of emergency.

**EOC Coordination:** Infrastructure Services Branch- Public Works Group; Transportation Group; Debris Management

**Related ESF:** ESF 3 – Public Works

Key activities that may need to be performed during an emergency include:

- Determine the levels of damage to key infrastructure including roads, dams, levees, public water supplies and facilities, electrical, natural gas, sewage, hazardous materials, and hazardous waste sites.

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<sup>1</sup> Survey 123 is being rolled out throughout Clatsop County and the State at the time of this Plan's development.



- Process and coordinate requests for public works support from local and tribal partners Coordinate reporting on damage to and status of transportation infrastructure for all modes of transportation.
- Coordinate repair and restoration of damaged public systems (e.g., water, electrical, natural gas, sanitary sewage, storm water collection, generating, distribution systems, dams, levees, water control structures).
- Coordinate clearance of disaster debris from transportation infrastructure, and development and initiation of emergency collection, sorting, and disposal routes and sites for debris storage and reduction.
- Prioritize and initiate recovery efforts to restore, repair, and mitigate the impact of the public works and engineering needs.
- Provide technical assistance to response team with respect to flooding, water management, structure integrity assessment, and impact assessments of infrastructure.

#### 4.2.1 Management of Transportation Operations

The City of Warrenton water and wastewater infrastructure are supported by the City of Warrenton Public Works, with support from the City of Warrenton Building Department.

The City of Warrenton operates a 6 million gallon per day Continuous Microfiltration Water Treatment Plant located at 86646 Lewis & Clark Road, south of the city. The city uses surface water collected from four dams on the Lewis & Clark River and its tributaries. Additionally, the city has a 17.5-million-gallon reservoir for raw water and two 3.5-million-gallon reservoir tanks for treated water. The drinking water distribution system is delivered through 100 miles of pipe to over 3500 connections. (City of Warrenton 2022).

Stormwater management throughout the city is provided by two stormwater pump stations, miles of ditches, 10 miles of levees and 27 tide gates.

The City's public works infrastructure and planning includes:

- Providing safe drinking water.
- Collecting and treating wastewater.
- Maintaining the existing water, sewer, storm water, dikes/levees, parks, trails, streets, sanitation/recycling services and mapping.
- Budgeting, planning, designing, and managing Capital Improvement Projects for water, sewer, storm water, parks, and streets/trails.

Additional critical facilities identified in the 2021 Clatsop County Multi-Jurisdictional NHMP include CMH Medical Group Urgent Care, Port of Astoria, Providence Medical Clinic – Warrenton, South Jetty High School, US Coast Guard – Air Station Astoria, Warrenton Fire Department, Warrenton Grade School, Warrenton High School, Warrenton Police Department, and Warrenton Public Works. (Clatsop County 2021)



## 4.3 ESF 12 - ENERGY

**Capability:** Coordinate plans, procedures, and resources to support response to and recovery from shortages and disruptions in the supply and delivery of utilities during a major disaster or incident..

**EOC Coordination:** Infrastructure Services Branch- Utility Group; Public Works Group

**Related ESF:** ESF 12 – Energy

Key activities that may need to be performed during an emergency include:

- Coordinate with utilities operating in the City and County to ensure that the integrity of the supply systems are maintained during emergency situations and that any damages that may be incurred are repaired and services restored in an efficient and expedient manner afterward.
- Monitor and coordinate the availability of electric generating capacity and reserves, the availability and supply of natural gas, and the supply of generation fuels.
- Coordinate with private sector providers of energy and transportation fuels such as propane, fuel oil, diesel fuel, and gasoline.

### 4.3.1 Management of Energy Operations

Energy resources are considered critical resources that could greatly affect the number of fatalities and response to any number of disasters. Hospitals, first responders and government facilities all need power, telecommunications systems, natural gas, and water and wastewater services in order to adequately respond to emergencies and provide a unified and organized response.

Pacific Power Company supplies electricity to the western and northern parts of Clatsop County and Northwest Natural Gas provides natural gas services to the City. Other utilities include telephone services, provided by CenturyLink, and data lines, provided by Charter Communications. Clatsop County handles electrical inspections for the entire county, and water, sewer, electric provided by utility districts.

### 4.3.2 Energy Systems

The City's energy services include:

- Public water and wastewater collection systems and treatment plants as well as private wells and septic systems in more rural areas (ESF 1)
- Electrical power and telecommunication lines (ESF 2) provided by Pacific Power and CenturyLink
- Natural gas providers including Northwest Natural Gas



### 4.3.3 Emergency Fuel Management

During an emergency where fuel supplies are limited, the city is responsible for coordinating the following actions to support fuel needs for emergency operations:

- Assess damage to citywide fuel infrastructure.
- Assess availability of local fuel supplies and determine allocation priorities.
- Establish and operation Fuel Point of Distribution (FPOD) sites for receiving and storing fuel following a disaster.
- Identify and implement mandatory and voluntary fuel conservation measures to reduce fuel demand.
- Repair and restoration of damaged public systems (e.g., water, wastewater, and stormwater systems).
- Coordinate with utility restoration operations (power, gas, telecommunications).

The Oregon Fuel Action Plan maintained by Oregon Department of Energy outlines coordination and roles and responsibilities of state agencies to respond to emergency fuel needs following a disaster. Should the city deem outside resources necessary, they would coordinate with the County EOC to access outside fuel resources.<sup>23</sup>

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<sup>2</sup> Clatsop County maintains an up-to-date list of fuel resources that was developed in partnership with ODOE.




<sup>3</sup> Clatsop County Emergency Management will develop a Countywide Fuel Plan in FY22-23 to include all jurisdictions within the County.



## 5 WHOLE COMMUNITY INFRASTRUCTURE SERVICES

The activities required to assess damage occurred from an emergency, and to restore emergency services systems that have been disrupted, require a cooperative effort that involves a whole community of partners including local, County, state, and federal agencies, alongside community and private cooperators and partners. Engagement with Whole Community Partners incorporates the City of Warrenton and neighboring jurisdictions, including the Mayor, Vice Mayor, Public Works, Buildings the city's Finance Department, school districts, the Marina, health clinics and hospitals, and more. Table ES-3 presents the primary City partners and Table ES 3 identifies whole community support agencies, cooperators and partners who may be part of a coordinated response and recovery effort.

**Table INF-3 Infrastructure Services Supporting Agencies, Cooperators, and Partners**

ESF 1 TRANSPORTATION						
	CITY	OTHER GOV'T	COMMUNITY	PRIVATE	STATE	FEDERAL
	<ul style="list-style-type: none"> <li>City Public Works</li> </ul>	<ul style="list-style-type: none"> <li>Warrenton Hammond School District</li> <li>Sunset Empire Transportation District</li> <li>Astoria Airport</li> <li>Marinas</li> </ul>	<ul style="list-style-type: none"> <li>Marinas</li> <li>Volunteer Organizations Active in Disasters</li> </ul>	<ul style="list-style-type: none"> <li>Medix Ambulance Service</li> <li>Marinas</li> </ul>	<ul style="list-style-type: none"> <li>Oregon Department of Transportation (ODOT)</li> </ul>	<ul style="list-style-type: none"> <li>United States Department of Transportation</li> <li>US Coast Guard</li> </ul>
ESF 3 PUBLIC WORKS						
	CITY	OTHER GOV'T	COMMUNITY	PRIVATE	STATE	FEDERAL
	<ul style="list-style-type: none"> <li>City Public Works</li> </ul>	<ul style="list-style-type: none"> <li>Building Department</li> </ul>	<ul style="list-style-type: none"> <li>Marinas</li> <li>Volunteer Organizations Active in Disasters</li> </ul>	<ul style="list-style-type: none"> <li>Marinas</li> </ul>	<ul style="list-style-type: none"> <li>Oregon Department of Transportation (ODOT)</li> </ul>	<ul style="list-style-type: none"> <li>United States Army Corps of Engineers</li> </ul>
ESF 12 ENERGY						
	CITY	OTHER GOV'T	COMMUNITY	PRIVATE	STATE	FEDERAL
	<ul style="list-style-type: none"> <li>City Public Works</li> </ul>	<ul style="list-style-type: none"> <li>Clatsop County Public Works</li> </ul>		<ul style="list-style-type: none"> <li>Northwest Natural Gas</li> <li>Pacific Power</li> <li>CenturyLink</li> <li>Verizon</li> <li>T-Mobile Charter/Spectrum</li> </ul>	<ul style="list-style-type: none"> <li>Oregon Department of Energy (ODOE)</li> <li>Public Utility Commission of Oregon</li> </ul>	<ul style="list-style-type: none"> <li>Federal Energy Regulatory Commission</li> <li>U.S. Department of Energy</li> </ul>





## 6 ROLES AND RESPONSIBILITIES

The following roles and responsibilities are intended to provide partners and all users of this Annex with a shared understanding of the tasks they may be asked to perform or support during an emergency. All assigned agencies are responsible for developing procedures to guide execution of these tasks.

*See the State of Oregon EOP and National Response Framework (NRF) for state and federal roles and responsibilities.*

### 6.1 ALL INFRASTRUCTURE SERVICES PARTNERS

During an emergency, all cooperators and partners are responsible for taking the following actions:

- Implement continuity of operations procedures to continue essential functions.
- Provide situation status updates to the EOC when requested.

### 6.2 PRIMARY AGENCIES

The local government primary agencies identified in this annex are responsible for coordination of activities that fall within the scope of the functions it includes as well as other taskings assigned by the Incident Commander or EOC Manager. That does not mean they are directly responsible for providing all activities described, but rather that they serve as a facilitator to organize infrastructure services partners to execute activities required to meet established objectives for emergency operations.

#### 6.2.1 City of Warrenton Public Works

The Warrenton Public Works department will focus on restoring vital lifeline systems to the community, with an emphasis on critical roads. Public works will also place emphasis on supporting law enforcement, fire, and search and rescue with evacuation and traffic control capabilities.

- Keep other City departments abreast of developing conditions.
- Alert other City departments of potential shortage(s) and corresponding ramifications.
- Review Public Works standard operating procedures (SOPs) as they relate to the developing incident.
- Identify additional sources of scarce resources.
- Develop a list of industries and facilities that may be particularly vulnerable.
- Identify segments of the population that would be "at-risk" because of the resource scarcity.



- Assess the situation for alert stages per the City Water Conservation Plan.
- Implement the Water Conservation Plan, as necessary.
- Notify regulating agency(s), as appropriate.
- Train personnel in emergency procedures.
- Identify vulnerabilities in public works and priority inspection locations.
- Identify emergency transportation and alternate transportation routes to support emergency operations.
- Identify local private contractors who can provide backup resources and support and maintain reasonable stockpiles of aggregate, sand and emergency road-surface materials.
- Identify additional sources of scarce resources.
- Develop a list of industries and facilities that may be particularly vulnerable.
- Identify segments of the population that would be "at-risk" because of the resource scarcity. Document incident actions and costs incurred.
- Notify regulating agencies, as appropriate.
- Support damage assessment of the road and bridge network, including traffic signs and signals.
- Perform emergency repairs to critical emergency transportation routes.
- Maintain and repair vehicles including fuel supplies to support emergency operations.
- Coordinate with ODOT on repair and restoration of State-owned transportation assets.
- Debris clearance from transportation infrastructure.
- Repair and restoration of damaged public systems (e.g., water, wastewater, solid waste, electrical, natural gas, and stormwater systems).
- Determination of extent of damage to the following systems: transportation, water, solid waste, electrical, natural gas, wastewater, and hazardous materials.
- Prioritization and initiation of recovery efforts to restore, repair, and mitigate City-owned infrastructure.
- Provision of technical assistance with respect to flooding, water management, structure integrity assessments, and impact assessments of infrastructure.
- Request assistance through the County, if necessary.
  - Identification and labeling of uninhabitable and unsafe structures





- Establishment of priorities and processes for issuing demolition and building permits
  - Stabilization of damaged public and private structures to facilitate search and rescue and/or protect the public's health and safety
- Development and designation of emergency collection, sorting, and debris routes and site for debris clearance from public and private property.

## 6.3 SUPPORTING AGENCIES, COOPERATORS, AND PARTNERS

### 6.3.1 City Attorney

- Review legal requirements for enforcing resource rationing and curtailment.
- Provide legal advice during plan development.
- Assist in development of public curtailment and information programs.
- Provide legal advice to the incident commander during plan implementation.

### 6.3.2 Police Department

- Alert personnel of developing conditions.
- Develop and implement a department fuel curtailment plan.
- Assess the department's minimum resource needs to maintain operations.
- Evaluate potential security and safety issues and make recommendations to the planning section chief.
- Assist in enforcing fuel and water curtailment and rationing plan violations as authorized by ordinance.
- Assist other responding agencies as requested.

### 6.3.3 Building Department

- Coordinate assistance to support local utility, energy and fuel providers, as requested.
- In coordination with department heads, identify critical City facilities (i.e., hospitals, shelters and government offices) and equipment for which emergency backup energy generation is imperative and determine the methods for providing temporary power in an emergency.
- Provide damage assessment information to the City EOC., if applicable.



#### 6.3.4 Sunset Empire Transportation District

- Train personnel in emergency procedures.
- Identify vulnerabilities in public works and priority inspection locations.
- Provide input to improve preparedness, response and recovery capabilities.
- Work with planning commissions to see that new construction does not increase hazard or vulnerability threats.
- Maintain adequate barrier and other road hazard identification materials and equipment.
- Review and update all Public Works maps under its jurisdiction (GIS maintains electronic roadmaps).
- Identify local private contractors who can provide backup resources and support and maintain reasonable stockpiles of aggregate, sand and emergency road-surface materials.
- Support damage assessment of the road and bridge network, including traffic signs and signals.
- Identify emergency transportation and alternate transportation routes to support emergency operations.
- Perform debris clearance on emergency transportation routes and support ongoing debris management activities.
- Maintain and repair vehicles including fuel supplies to support emergency operations.
- Provide heavy equipment, signage and barriers to support transportation operations and traffic control activities.
- Coordinate engineering services for transportation and public works operations and repair.
- Coordinate with ODOT on repair and restoration of State-owned transportation assets.

#### 6.3.5 Warrenton Hammond School District

- Provide assistance as requested for the emergency transport or shelter of people.

#### 6.3.6 Medix Ambulance Service

- Provide assistance as requested for the emergency transport of people.



### 6.3.7 Astoria Airport

- Provide support for air operations and transportation needs.
- Coordinate with regulatory agencies for aviation related issues including aircraft disasters.

### 6.3.8 Local Utility Providers

- Maintain and control energy and fuel systems within their authority.
- Coordinate with the City Manager during an emergency and provide a liaison to the EOC if requested.
- Perform damage assessments (ESF 5) on systems and identify problems or shortfalls in supply to the EOC.
- In coordination with the county, regulate commodity usage in times of shortage, as appropriate and establish priorities for use.
- Identify temporary or alternative sources of fuel and energy while damaged systems are being restored.
- Restore damaged systems.

## 7 CONCEPT OF OPERATIONS

All infrastructure services activities will be conducted in a manner consistent with the processes and procedures established in the Basic Plan of the EOP and will be conducted in a manner consistent with the National Incident Management System (NIMS) and Incident Command System (ICS).

### 7.1 PREPAREDNESS AND READINESS

All cooperators and partners assigned to the Infrastructure Services Branch are responsible for active participation in steady state activities to prepare and maintain readiness in the event of an emergency including the following actions:

- Participate in regular review and update of this annex including acceptance of assigned responsibilities.
- Develop department and organization specific procedures to support execution of assigned activities.
- Maintain adequate equipment and supplies required to perform ESF activities.
- Participate in training and exercises to build capacity.



Additionally, the assigned primary agencies will coordinate with ESF cooperators and partners to conduct the following actions to support readiness activities specific to infrastructure services:

- Maintain an emergency contact list and emergency resource inventory of transportation and engineering assets.
- Pre-identify potential emergency transportation routes and staging areas.

## **7.2 ACTIVATION AND MOBILIZATION**

The Infrastructure Services Branch will be activated when the Incident Commander or EOC Manager (City Manager or designee) determines the need for enhanced coordination of infrastructure services activities and will then notify the primary agency who is then responsible for coordinating with infrastructure services cooperators and partners. All agencies involved in response activities will provide a representative to staff the EOC.

Assigned primary agencies may also choose to activate a Department Operations Center (DOC) to support coordination of function-specific activities.

## **7.3 INFRASTRUCTURE SERVICES IN THE EOC**

The EOC is organized using the ICS and during an emergency that damages or disrupts the community's infrastructure systems, coordination of support for assessment, repair, and restoration of those systems will be delegated by the EOC Manager to the Operations Section Chief who may in turn activate an Infrastructure Services Branch and assign a Branch Director (Figure 1). All roles and responsibilities will be scaled according to incident and capacity at time of the incident. In most situations, the Infrastructure Services Branch Director will be the Public Works Director or their designee.

### **7.3.1 Infrastructure Services Emergency Support Functions**

The Operations Section Chief or Branch Director may activate additional functional groups to support coordination of infrastructure services activities, and the EOC has adapted its ICS structure to allow for use of ESFs as mechanisms to organize activities and partners during an emergency. Primary ESFs that are coordinated through the Infrastructure Services Branch are:

- ESF 1 – Transportation
- ESF 3 – Public Works
- ESF 12 – Energy

The ESFs assigned to the Infrastructure Services Branch may be activated as Groups within the EOC ICS structure and assigned a Group Manager. Typically, the Group Manager will be a representative from the City department with the most logical authority or capability.

*See the EOP Basic Plan for additional information.*

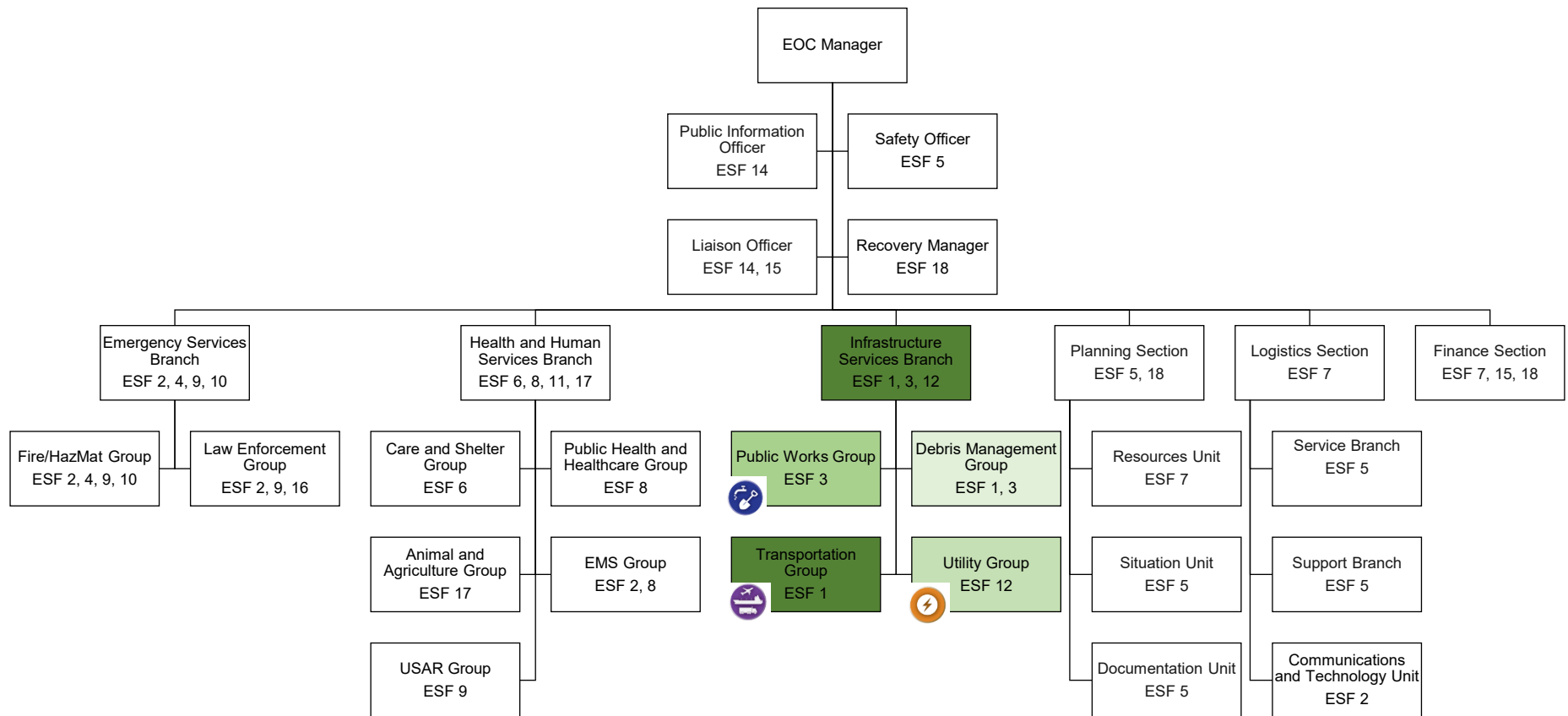


## 7.4 TRANSITION TO RECOVERY

City of Warrenton will coordinate with the County to organize and begin recovery activities of infrastructure as soon as initial response activities have progressed to stabilization. Planning for recovery activities will begin as soon as possible within the City incident action planning process.



**Figure 1 Infrastructure Services in the EOC**



## 8 CAPABILITY SUSTAINMENT

### 8.1 ANNEX DEVELOPMENT AND MAINTENANCE

The assigned primary agencies are responsible for the development and maintenance of this annex including coordination and engagement with supporting agencies to inform updates. At a minimum, this annex should be reviewed on an annual basis.

### 8.2 TRAINING AND EXERCISES

The City Manager, in coordination with the local government primary agencies, are responsible for integrating infrastructure services into the City's training and exercise program and providing guidance to partners and cooperators on training requirements and standards. Each partner and cooperator is responsible for ensuring and documenting that personnel have received the appropriate training, and training activities will occur every two years.



## APPENDIX A RESOURCES

### Local and Regional

- City of Warrenton Transportation System Plan
- City of Warrenton Water Conservation Plan
- City of Warrenton Comprehensive Plan
- 2021 Clatsop County Multi-Jurisdictional NHMP

### State

- State of Oregon Emergency Operations Plan, ESF 1, Transportation, ESF 3, Public Works, and ESF 12, Energy
- State of Oregon Disaster Recovery Plan, SRF 6, Infrastructure Systems.
- Oregon Fuel Action Plan

### Federal

- National Response Framework, ESF 1, Transportation, ESF 3, Public Works and Engineering, and ESF 12, Energy
- National Disaster Recovery Framework, Infrastructure Services RSF
- National Infrastructure Protection Plan, Transportation Systems Sector-Specific Plan





## ATTACHMENT A REFERENCES

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City of Warrenton

# Emergency Operations Plan

MANAGEMENT SERVICES ANNEX

Last Updated: MAY 2022



# 1.0 FUNCTIONAL ANNEX ORGANIZATION

The City of Warrenton Emergency Operations Plan (EOP) is comprised of a Basic Plan that is supplemented by four Functional Annexes that provide additional detail specific to the range of functions that may need to be performed during an emergency or disaster. Each Annex addresses several Emergency Support Functions (ESFs) that have been grouped to align with the partners involved, the organizational structure of the City Emergency Operations Center (EOC), and the organizations used by the Clatsop County (County), State of Oregon (State) and Federal partners.

## City of Warrenton Emergency Operations Plan Functional Annexes

Management Services
ESF 5 Information and Planning ESF 7 Resource Support ESF 14 Public Information ESF 15 Volunteers and Donations ESF 18 Business and Industry
Emergency Services
ESF 2 Communications ESF 4 Firefighting ESF 9 Search and Rescue ESF 10 Hazardous Materials ESF 16 Law Enforcement
Health and Human Services
ESF 6 Mass Care ESF 8 Health and Medical ESF 11 Food and Water ESF 17 Agriculture and Animal Protection
Infrastructure Services
ESF 1 Transportation ESF 3 Public Works ESF 12 Energy

Note: ESF 13, Military Support, is not included above.










## 2.0 MANAGEMENT SERVICES

The Management Services Annex to the City of Warrenton Emergency Operations Plan is focused on the actions to effectively coordinate between partners and management resources and information during an emergency. Aligned with the Federal Emergency Management Agency’s (FEMA) Lifelines, the following table provides an overview of the Emergency Services Annex and the activities it is designed to support.

Under the City of Warrenton EOP, the Management Services is comprised of the ESFs identified in Table MGT-1.

**Table MGT-1 Management Services Overview**

<b>ESFs</b> <i>See Section 3 – Purpose and Scope and Section 4 – Management Services of the City of Warrenton</i>		ESF 5 – Information and Planning
		ESF 7 – Resource Support
		ESF 14 – Public Information
		ESF 15 – Volunteers and Donations
		ESF 18 – Business and Industry
<b>Lifelines Supported</b>		Facilitate operational coordination between the whole community of partners.
		Support information sharing between partners and dissemination of accurate and timely public information.
<b>Primary Agencies</b> <i>See Section 5 – Whole Community Management Services and 6 – Roles and Responsibilities</i>	City Commissioners/City Manager City Fire Department City Police Department City Building	
<b>Concept of Operations</b> <i>See Section 6</i>	Operations Section – Management Services Branch	



## 3.0 PURPOSE AND SCOPE

The Management Services Annex serves as a framework for how City of Warrenton and its whole community of partners will coordinate the planning, management, and administrative activities needed to support emergency operations including resource and information management. Coordination with County, State and Federal is activated when an event overwhelms the local capability and capacity to respond, or in the event of a terrorist attack or malevolent act.

Under the City of Warrenton Emergency Operations Plan (EOP) the Management Services Group is comprised of the Emergency Support Functions (ESFs) identified in Table MGT-2.



<b>Table MGT-2 Management Services Emergency Support Function Actions</b>				
<b>ESF 5 Information and Planning</b>	<b>ESF 7 Resource Support</b>	<b>ESF 14 Public Information and External Affairs</b>	<b>ESF 15 Volunteers and Donations</b>	<b>ESF 18 Business and Industry</b>
<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Facilitate EOC planning Meetings and facilitate the EOC action planning process.</li> <li>Process and analyze incident data, generate information products, and facilitate their availability to partners.</li> <li>Manage requests for information including coordination with the media.</li> <li>Disseminate timely and accurate public information.</li> <li>Facilitate coordination between internal and external emergency management, planning, geospatial, and information technology leads.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Coordinate resource support to fulfill emergency operations requirements.</li> <li>Monitor and track all requests for local and outside resources and coordinate acquisition, delivery and release of resources.</li> <li>Monitor and document the financial costs of providing resources to include costs if providing State agency support, purchasing or contracting goods and services, transportation and above normal staffing.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Establish policies for internal review and approval of public information prior to its release to the community and/or media partners.</li> <li>Coordinate and distribute pre-emergency preparedness public awareness information.</li> <li>Maintain a reliable alert and warning system.</li> <li>Control the spread of rumors, correct misinformation and public information needs.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Coordinate the identification and vetting of volunteer resources.</li> <li>Match volunteer resources and donations with the unmet needs of impacted communities.</li> <li>Maintain a donations management system to ensure the effective utilization of donated cash, goods, and services.</li> <li>Provide guidance to personnel coordinating the management of undesignated cash donations, unsolicited goods, and emergent volunteers.</li> </ul>	<p><b>Coordinate efforts to:</b></p> <ul style="list-style-type: none"> <li>Coordinate with business and industry partners to facilitate private sector support to response and recovery operations.</li> <li>Identify immediate and short-term, recovery assistance to businesses and industry partners</li> <li>Facilitate communication between businesses and industry partners and local and county Emergency Management organizations (ESF 5).</li> </ul>



## 4.0 MANAGEMENT SERVICES IN CITY OF WARRENTON

The following sections include brief overview of the ESFs that collectively make up infrastructure services in the City of Warrenton. The descriptions are not intended to be an exhaustive list of features and concepts, but rather provide primary and supporting agencies a general overview of the ESFs.

The City of Warrenton does not have an office or division of emergency management services separate from its existing departments. The City Manager serves as the Emergency Manager and may, depending on the size or type of incident, delegate the authority to lead response and recovery actions to other City staff. Additionally, some authority to act in the event of an emergency may already be delegated by ordinance or by practice. As a result, the organizational structure for the City's emergency management program can vary dependent upon the location, size, and impact of the incident. For the purposes of this plan, the structure will be referred to generally as the Warrenton Emergency Management Organization (EMO). Subsequently, the Emergency Manager would be considered the City Manager, unless otherwise delegated. Roles and responsibilities of individual staff and agencies are described throughout the plan to further clarify the City's emergency management structure.

Oregon Revised Statutes (ORS) 401.305 and 401.335 gives the City responsibility and authority to direct activities that will allow Warrenton to mitigate, prepare for, respond to, and recover from emergencies or major disasters. The Emergency Operations Plan (EOP) may be activated at the discretion of the City Commissioner or Mayor, the City Manager, or Incident Commander.

Day-to-day supervision of the EOP is the responsibility of the City Manager (or designee). If the EOC is activated, the City Manager (or designee) is responsible for organization, supervision, and operation of the EOC.

### 4.1 INFORMATION AND PLANNING

**Capability:** Compile, analyze, and coordinate overall information planning activities in the City EOC and with partner agencies

**EOC Coordination:** Planning Section; Logistics Section; PIO; Liaison Officer

**Related ESF:** ESF 5 – Information and Planning

Key activities that may need to be performed during an emergency to support information and planning include:

- Serve as a hub for the receipt and dissemination of incident information.
- Coordinate with City agency operations centers and local, tribal, and private sector emergency management organizations to facilitate the flow of situational information





- Collect, process, analyze, and disseminate information to guide response and recovery activities
- Collect and aggregate damage assessment data and track local declarations

#### 4.1.1 Management of information and Planning

City of Warrenton could be subject to a number of different hazards that would require emergency response efforts and thus, a coordinated response through emergency planning support. The City's emergency planning system includes:

- City Commissioners have taken steps for the following:
  - In or Out Pro – Dispatching program supported with mapping functionality
  - WebEOC emergency preparedness software
- Informational Dashboards. The Oregon Office of Emergency Management maintains several tools that may aid in supporting situational awareness dashboards including:
  - Real-time Assessment and Planning Tool (RAPTOR)
  - Oregon Office of Emergency Management (OEM) OpsCenter System

#### 4.1.2 Joint Information System

Providing timely and accurate public information during an emergency of any nature is critical to the overall response efforts. A joint information system (JIC) will be implemented in conjunction with the ICS and a local and/or regional JIC will be established. City of Warrenton will ensure procedures are consistent with those implemented by the existing regional and state public information network.

Depending on the size and nature of the incident, the JIC may be co-located with an existing EOC/Command Post or may be designated as an independent facility. A lead PIO will be assigned to the incident and will maintain the following responsibilities:

- Coordinate information sharing among cooperators and partner networks
- Develop and distribute materials to the general public and media partners
- Implement information clearance processes set by the Incident Commander
- Schedule media briefings in a designated location away from the EOC and other emergency operations

## 4.2 RESOURCE SUPPORT

**Capability:** Provide logistical and resource support during a time of emergency, as well as provide financial tracking and records management of overall costs of the City's response.

**EOC Coordination:** Planning Section; Logistics Section; Finance Section

**Related ESF:** ESF 7- Resource Support



Key activities that may need to be performed during an emergency for resource support include:

- Coordinate the procurement and provision of City, County, local tribal partners, and private sector resources during a disaster.
- Provide logistical and resource support for requirements not specifically addressed in other ESFs.
- Monitor and track available and committed resources involved in the incident.
- Monitor and document the financial costs of providing resources to include purchasing or contracting goods and services, transportation, and above normal staffing.

#### **4.2.1 Management of Resource Support**

Shortages in resources for emergency response could occur in any emergency or disaster, particularly one that lasted longer than 24 hours. Support is available through requests to state and federal agencies once local capacity to respond is exhausted. Additionally, mutual aid agreements with neighboring communities or counties will be invoked as needed. The City's resource support system includes:

- Availability of emergency communications and procedures through the EOP
- Use of various transportation systems to transport resources and materials (ESF 1)
- Memorandums of Understanding and Standby Agreements for Department-specific support services (sanitation, staff, feeding)
- Private contractors and volunteers

#### **4.2.2 Resource Coordination**

The City of Warrenton EOC staff have the authority under emergency conditions to establish priorities for the assignment and use of all City Resources. The City will commit all its resources, if necessary, to protect life and property. The City Manager has the overall responsibility for establishing resource priorities. In a situation where resource allocations are in dispute, the City Manager has final allocation authority. The Logistics and Planning sections have primary responsibility for coordinating the resource management effort.

Under emergency conditions, members of the EOC staff will allocate resources according to the following guidelines:

- Deploy resources according to the following priorities:
  - Protection of life
  - Protection of responding resources
  - Protection of public facilities
  - Protection of private property



- Distribute resources in a manner that provides the most benefit for the amount of local resources expended
- Coordinate citizen appeals for assistance through the PIO at the EOC. Citizens will be given information about where to make these requests over local media.
- Escalate the activation of other available resources by activating mutual aid agreements with other jurisdictions.
- Should the emergency be of such magnitude that all local resources are committed or expended, request assistance from the city for county, state, and federal resources.
- Activation of county, state, and/or federal resources will be accomplished in a timely manner through a State of Emergency Declaration and request for assistance from the County.

In cases where a decision must be made to apply resources to one situation while another problem goes unattended, the preservation of human life shall take priority over the protection of property. In addition to public safety response capabilities, essential resources in a major emergency will include food, shelter, water, and petroleum products. The preservation/restoration of electrical power, critical routes and bridges, and critical facilities will also be priorities.

### **4.2.3 Emergency Fiscal Management**

During an emergency, the City of Warrenton is likely to find it necessary to redirect City funds in order to effectively respond to the incident. Although the authority to adjust department budgets and funding priorities rests with the City Commissioner, emergency procurement authority is delegated to the City Manager with the approval of the City Commissioner. Tracking the expenditures related to an incident is the responsibility of the Finance Section.

If an incident in the City of Warrenton requires major redirection of City fiscal resources, the following general procedures will be followed:

- The City Commissioner will meet in emergency session to decide how to respond to the emergency funding needs.
- The City Commissioner will declare a State of Emergency and request assistance through the County.
- If a quorum of Commissioners cannot be reached, and if a prompt decision will protect lives, City resources and facilities, or private property, the City Commissioner (or their designees) may act on emergency funding requests. The Mayor and City Commissioner will be advised of such actions as soon as practical.
- To facilitate tracking of financial resources committed to the incident, and to provide the necessary documentation, a discrete charge code for all incident-related personnel time, losses, and purchases will be established by the Finance Section.



#### 4.2.4 Resource Typing

Resource typing is a method for standardizing nomenclature used when requesting equipment and managing resources during an incident; NIMS approves this method for ordering supplies and providing mutual aid to partners during an emergency.

Within many of the resource types are divisions for size, power, or quantity. These are commonly listed as Type I, Type II, Type III, and so on (with Type I representing the greatest resource capability and Type IV representing the least or smallest resource capability). If interpreted properly, a resource typing list can increase the usefulness of the tools requested in an emergency and may reduce costs by eliminating orders for equipment that are inaccurate or inappropriate for the situation. Response personnel and support staff should practice using resource typing lists and become familiar with the standard terminology for commonly requested resources. The following electronic link retrieves a Federal Emergency Management Agency (FEMA) list of acceptable terms for resources requested in a mutual aid context and provides other information: <https://rtlt.preptoolkit.fema.gov/Public/Combined>.

### 4.3 PUBLIC INFORMATION

**Capability:** Gather, organize, and disseminate information to the public and other partners during times of emergency.

**EOC Coordination:** Planning Section; Logistics Section; Finance Section; PIO Officer; Liaison Officer

**Related ESF:** ESF 14- Public Information

Key activities that may need to be performed during an emergency for resource support include:

- Support City agencies and local and tribal partners in the timely and accurate dissemination of information to the public, local, county and state government, the media, and the private sector.
- Facilitate coordination of public messaging and message dissemination through a Joint Information Center (JIC).

#### 4.3.1 Management of Public Information

During periods of emergency, the public needs to have detailed information regarding protective actions to be taken for minimizing loss of life and property. There are times, however, when disaster strikes without warning and the public information system cannot react rapidly enough to properly inform the public about the hazard. For this reason, it is important that, prior to the occurrence of an emergency, the public be made aware of potential hazards and the protective measures that should be employed. The City's external affairs include:

- Coordinate information sharing among the larger PIO networks
- Develop and distribute materials to the general public and media partners



- Lead media briefings in a designated location away from EOC and other emergency operations
- Implement information clearance processes set by the Incident Commander.
- Providing accurate and timely information on City social media pages, including Facebook alerts, the City's website and blog.

#### 4.3.2 Message Development and Dissemination

Designated personnel, public officials, and/or response staff will inform and involve appropriate stakeholders, subject matter experts, and other technical staff during the initial stages of a response.

Support activities of the lead PIO and other public information staff include:

- Creation and dissemination of key messages and incident updates to public and media partners (following review and clearance processes set forth by Incident Commander or designee)
- Activation and staffing a JIC (which may include appointing a JIC Manager)
- Development of fact sheets and situation updates for internal staff use
- Designation of a spokesperson, alternate spokesperson, and supporting subject matter experts, if needed; and
- Development and distribution of news releases, status updates, and other emergency information through news conferences, websites, newspapers, television stations, radio stations, e-mail, and emergency hotlines.
- Development and use of a citizen phone bank/hotline.
- Blog and social media updates.

#### 4.3.3 Alert and Warning

The primary platform for most federal or state warnings is the Integrated Phone Alert and Warning System (IPAWS), which includes broader official messaging such as Amber Alerts and weather-related alerts. The City of Warrenton utilizes local Emergency Alert Systems, Police and Fire Mobile Public Address Systems, ClatsopALERTS, and door-to-door contact for public notifications. The Primary Warning Points for Clatsop County are the NAWAS at the jail, and the Public Safety Answering Points (PSAPs)- Law Enforcement Data System (LEDS) and National Crime Information Center (NCIC). Other local media (TV, radio, newspaper) may be utilized as appropriate, and the When2Work scheduling app is also used for alert and notification of Police staff. These methods may be used separately or in combination to alert and warn the public of an emergency.

Upon detection of an emergency condition arising within the City, the Incident Commander, or designee, will decide if there is a need for immediate alert; if so, they will attempt to notify the City Manager and then direct its implementation. Warrenton may also receive warning from the



County by telephone, the OSP, Fire Net, and Oregon Emergency Response System (OERS). When warning information is received by telephone, the information should be confirmed by a return telephone call. If the emergency is localized, City law enforcement may alert residents in the area by telephone, mobile public address systems, and door-to-door contact. The City of Warrenton will educate residents about the City's alert and warning system. A log of warnings issued during the incident shall be maintained by the Public Information Officer.

The following emergency alert and warning systems are in place within City of Warrenton:

- **Emergency Alert System (EAS)/IPAWS and Local Mass Notification System:** The EAS is composed of radio and TV stations and cable companies; the EAS can be requested of local radio stations or initiated using the local mass notification system, ClatsopALERTS! (Everbridge).
- **Social Media/Internet:** including Facebook notifications, email, and website updates
- **Media:** including newspapers for slow-developing emergency situations (e.g., inclement weather, drought, etc.), radio stations
- **Police and Fire Mobile Public Address Systems:** including public meetings, emergency vehicles, and community hubs
- **Door-to-door notifications:** including community engagement while keeping unprotected workers from entering hazardous areas
- **Special Populations/Disaster Registry:** those working with special populations may assist with groups such as the hearing impaired, non-English-speaking, physically handicapped, homebound, etc.

#### 4.3.4 Emergency Public Information

The PIO provides information to the media, with the approval of the Incident Commander, during pre-incident activities for a known event and until an EOC is activated. Once activated, PIO functions are directed from the EOC with news releases approved by the City Manager and Incident Commander. In addition to formal news releases from the EOC PIO, the on-scene PIO can continue to provide information regarding response activities.

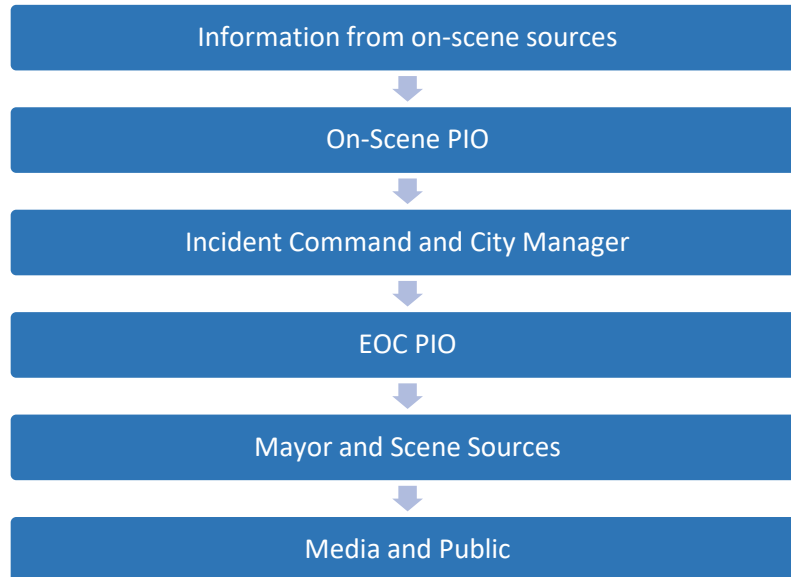
Public information includes the following in the City of Warrenton:

- Signage: posted at key locations throughout the City
- Social media: for push and monitoring
- Local media and radio notification: including newspapers, local radio
- Press releases: through Copy Scanner and Watch social media pages
- City website
- Coordination with County and other coastal cities



## Information Flow

Incident information flow shall be routed as follows:



### 4.3.5 Media Briefing Facilities

During an emergency, media briefing areas may be established in the closest available facility capable of housing the media briefings, including protection from environmental impacts, capacity to hold a large number of people, and accessible by transportation routes.

### 4.3.6 Media Access to the Scene

In cooperation with the EOC and the Safety Officer, the Incident Commander may allow media representatives restricted access to the scene, accompanied by a member of the Public Information staff. This should be done with regard to the safety of media personnel, the impact on response, and the wishes and concerns of the victims.

If it is not safe or practical to admit all media representatives to the scene, a media "pool" may be created, where media representatives select one camera crew to take video footage for all. If even such controlled access is impractical, a "staged" photo opportunity to tape response vehicles or support activities may satisfy the media's need for video footage.

Response personnel must be protected from unwanted media intrusion. Off-shift personnel should be provided uninterrupted rest. It may be necessary to provide security to facilities where response personnel are housed and disconnect the telephones to ensure privacy.

Victims and families should have access to public officials without having to face media.

The media may be allowed access to response personnel, at the discretion of the Incident Commander, only if such an interview does not interfere with the response effort.



Response personnel will not comment on the incident without the consent of the Incident Commander. Inquiries should be directed to the designated PIO, with approval of the Incident Commander and the department of jurisdiction.

## 4.4 VOLUNTEERS AND DONATIONS

**Capability:** Lead the City's role in coordination of emergent volunteers and donations to support local and tribal emergency operations

**EOC Coordination:** Planning Section; Logistics Section; Finance Section; PIO Officer; Liaison Officer

**Related ESF:** ESF 15- Volunteers and Donations

Key activities that may need to be performed during an emergency for resource support include:

- Coordinate the identification and vetting of volunteer resources and matching volunteer resources and donations with the unmet needs of impacted communities
- Maintain a state donations management system to ensure the effective utilization of donated cash, goods, and services.
- Provide guidance to personnel coordinating the management of undesignated cash donations, unsolicited goods, and emergent volunteers.
- When possible, coordinate with the larger disaster relief network such as American Red Cross and ORVOAD (Oregon Voluntary Organizations Active in Disaster).

### 4.4.1 Management of Volunteers and Donations

The Police Department will have primary responsibility of overseeing the Community Emergency Response Team (CERT), and the City Manager or designee will be responsible to ensure that items donated by individuals, private or public groups are inventoried, managed and distributed in a manner to provide the appropriate goods to the affected citizens. ESF 15 does not address organized volunteer and donation resources that have been pre-vetted to support a specific function, as those resources will be addressed by the appropriate ESF. For example, identification of unmet needs and bulk distribution of emergency supplies is addressed in ESF 6 – Mass Care. Activities will include:

Coordinate the identification and vetting of volunteer resources.

- Match volunteer resources and donations with the unmet needs of impacted communities.
- Coordinate a state donations management strategy to ensure the effective utilization of donated cash, goods, and services.
- Coordinate a state volunteer management strategy to ensure the effective utilization of spontaneous volunteers.
- Provide guidance to personnel coordinating the management of undesignated cash donations, unsolicited goods, and spontaneous volunteers





#### 4.4.2 Volunteers and Donations Systems

The Warrenton City Manager will coordinate and manage volunteer services and donated goods through appropriate liaisons assigned at the City EOC, with support from CERT, the American Red Cross and other volunteer organizations. These activities seek to maximize benefits without hindering emergency response operations. Procedures for accessing and managing these services during an emergency will follow ICS/NIMS standards.

### 4.5 BUSINESS AND INDUSTRY

**Capability:** Lead the City's role in coordination of emergent volunteers and donations to support local and tribal emergency operations

**EOC Coordination:** Planning Section; Logistics Section; Finance Section

**Related ESF:** ESF 18- Business and Industry

Key activities that may need to be performed during an emergency for Business and Industry support include:

- Fostering partnerships with private (business and industry) and public (City, County, regional, state, federal) sector emergency management organizations throughout all phases of the emergency management cycle
- Identifying, coordinating, mobilizing, tracking, and demobilizing private sector owned and operated resources utilized during incident response operations.
- Conducting initial economic damage assessments for impacted areas.

#### 4.5.1 Management of Business and Industry



The City is subject to a number of potential hazards which would adversely impact businesses or require close coordination with businesses to support response and recovery actions. The top employers in the City include Walmart, Costco, Home Depot, Fred Meyer, Bio Oregon, Point Adams Packing, Pacific Coast Seafoods, LEKTRO, and Hampton Lumber (City of Warrenton 2018). The Warrenton area has been dependent on a natural resource extraction economy since its settlement, with the principal activities being fishing, logging and wood product processing. The Skipanon River Waterway, along with the Columbia River shore, form the nexus for industrial activity in Warrenton. Tourism is playing an increasingly important role in the local economy, specifically retail along US Highway 101, Fort Stevens campground, and sport fishing activity centered on Bouey 10 Salmon season. (City of Warrenton 2010). Key elements of the City's business system include:

- Small business opportunities
- Businesses concentrated on US Highway 101
- Façade improvement commercial grant program
- A shared vision of the downtown and marina as a unique mixed-use area for shopping, living, dining, civic activities, and artistic endeavors.



## 5.0 WHOLE COMMUNITY MANAGEMENT SERVICES




The activities required to assess and restore management systems during an emergency require a cooperative effort that involves a whole community of partners including local, state, and federal agencies and public and private cooperators and partners. Engagement with Whole Community Partners incorporates the City of Warrenton and neighboring jurisdictions, including the Mayor, Vice Mayor, Public Works, the city’s Finance Department, school districts, the Marina, health clinics and hospitals, and more. Table MGT-3 presents the primary City partners and Table ES 3 identifies whole community support agencies, cooperators and partners who may be part of a coordinated response and recovery effort.

Table MGT-4 Emergency Services Supporting Agencies, Cooperators, and Partners						
ESF 5 INFORMATION AND PLANNING						
	CITY	OTHER GOV'T	COMMUNITY	PRIVATE	STATE	FEDERAL
	<ul style="list-style-type: none"> <li>City Commissioners</li> <li>City Manager</li> <li>City Police Department</li> <li>Public Works</li> </ul>		<ul style="list-style-type: none"> <li>CERT</li> <li>Volunteer Organizations Active in Disasters</li> </ul>		<ul style="list-style-type: none"> <li>Oregon Office of Emergency Management</li> </ul>	<ul style="list-style-type: none"> <li>U.S. Department of Homeland Security</li> </ul>
ESF 7 RESOURCE SUPPORT						
	CITY	OTHER GOV'T	COMMUNITY	PRIVATE	STATE	FEDERAL
	<ul style="list-style-type: none"> <li>City Commissioners</li> <li>City Manager</li> <li>City Treasurer</li> <li>City Police Department</li> <li>City Fire Department</li> </ul>	<ul style="list-style-type: none"> <li>Clatsop county Emergency Management</li> </ul>	<ul style="list-style-type: none"> <li>CERT</li> <li>American Red Cross</li> <li>Salvation Army</li> <li>Volunteer Organizations Active in Disasters</li> <li>Faith-based Organizations</li> </ul>	<ul style="list-style-type: none"> <li>Marinas</li> </ul>	<ul style="list-style-type: none"> <li>Oregon Office of Emergency Management</li> <li>State Department of Administrative Services (DAS)</li> </ul>	<ul style="list-style-type: none"> <li>U.S. Department of Homeland Security</li> <li>U.S. DAS</li> </ul>
ESF 14 PUBLIC INFORMATION						



**CITY OF WARRENTON EMERGENCY OPERATION PLAN**  
**FUNCTIONAL ANNEX Management Services**

MAY 2022

	CITY	OTHER GOV'T	COMMUNITY	PRIVATE	STATE	FEDERAL
	<ul style="list-style-type: none"> <li>City Commissioners</li> <li>City Manager</li> <li>City Police Department</li> <li>City Fire Department</li> </ul>	<ul style="list-style-type: none"> <li>Clatsop County Emergency Management</li> <li>Clatsop County Public Affairs Department</li> </ul>	<ul style="list-style-type: none"> <li>American Red Cross</li> <li>Salvation Army</li> <li>Volunteer Organizations Active in Disasters</li> <li>Faith-based Organizations</li> </ul>	<ul style="list-style-type: none"> <li>Local Media</li> <li>Marinas</li> </ul>	<ul style="list-style-type: none"> <li>Oregon Office of Emergency Management</li> <li>Oregon Department of Human Services</li> <li>Oregon Health Authority</li> <li>Oregon State Police</li> </ul>	
<b>ESF 15 VOLUNTEERS AND DONATIONS</b>						
	CITY	OTHER GOV'T	COMMUNITY	PRIVATE	STATE	FEDERAL
	<ul style="list-style-type: none"> <li>City Commissioners</li> <li>City Manager</li> <li>City Police Department</li> <li>City Fire Department</li> </ul>		<ul style="list-style-type: none"> <li>CERT</li> <li>Volunteer Organizations Active in Disasters</li> <li>American Red Cross</li> <li>Salvation Army</li> <li>Faith-based Organizations</li> </ul>	<ul style="list-style-type: none"> <li>Marinas</li> </ul>	<ul style="list-style-type: none"> <li>Oregon Office of Emergency Management</li> </ul>	
<b>ESF 18 BUSINESS AND INDUSTRY</b>						
	CITY	OTHER GOV'T	COMMUNITY	PRIVATE	STATE	FEDERAL
	<ul style="list-style-type: none"> <li>City Commissioners</li> <li>City Manager</li> <li>City Finance Department</li> </ul>	<ul style="list-style-type: none"> <li>Chambers of Commerce</li> </ul>	<ul style="list-style-type: none"> <li>Rotary</li> <li>Marinas</li> </ul>	<ul style="list-style-type: none"> <li>Marinas</li> </ul>	<ul style="list-style-type: none"> <li>State Department of Administrative Services (DAS)</li> </ul>	<ul style="list-style-type: none"> <li>U.S. DAS</li> </ul>





## 6.0 ROLES AND RESPONSIBILITIES

The following Management Services roles and responsibilities are intended to provide primary and supporting partners with a shared understanding of the tasks they may be asked to perform or support during an emergency and all assigned agencies are responsible for developing procedures to guide execution of these tasks.

*See the State of Oregon Emergency Operations Plan and National Response Framework for state and federal roles and responsibilities.*

### 6.1 ALL MANAGEMENT SERVICES PARTNERS

- Implement continuity of operations procedures to continue essential functions.
- Provide situation status updates to the EOC when requested.
- Provide personnel and resources to support emergency operations as requested and available.

### 6.2 PRIMARY AGENCIES

#### City Commissioners/City Manager

- Primary responsibility for the collection, analyzing and distribution to information to the appropriate agencies or jurisdictions affected.
- Coordinate emergency response and recovery efforts.
- Coordinate with local, state and federal partners as needed during large and small events.
- Support coordination of physical resources whether publicly or privately (i.e., under a declaration of emergency) owned.
- Ensure that resource surveys are conducted and maintained.
- Resolve resource priority issues with the multi-agency coordination
- Institute resource controls.
- Provide assistance to the PIO to support message development and dissemination.
- Aid in identification of additional human resources to support public information and external affairs needs.
- Advise, in coordination with the PIO, on the need to activate or participate a Joint Information Center.



- Support documentation of public information and external affairs activities.
- Activate the EOC, if necessary, and begin staffing as required by the incident and addressed in the City Emergency Operations Plan (EOP).
- An alternative EOC location may be necessary and will be designated by the City Manager.
- The City EOP details who may request activation of the EOC. However, at a minimum, the City EOC shall be staffed by the City Manager, the Police Chief, the Fire Chief, the Public Works Director, and the Communications Manager (or their designees).
- Assign a representative of the City of Warrenton to the County EOC, if applicable.
- Coordinate the flow of public information to ensure consistency and appropriateness.

#### **Police Department**

- Release information to the public, as requested.
- Alert personnel of developing conditions.
- See Emergency Services Functional Annex.
- Coordinates the CERT program with the City of Warrenton Fire Department

#### **City Building/Planning**

- Primary responsibility for the collection, analyzing and distribution to information to the appropriate agencies or jurisdictions affected.
- Coordinate emergency response and recovery efforts.
- Provide damage assessment information to the City EOC., if applicable.

### **6.3 SUPPORTING AGENCIES, COOPERATORS, AND PARTNERS**

#### **American Red Cross**

- Coordinate the distribution of relief goods and relief services.
- Maintain records of goods distributed, donations collected and distributed, and people served.

#### **Faith-Based Organizations**

- Coordinate and distribute donations to persons affected by a disaster.
- Coordinate local volunteer efforts in conjunction with the County and American Red Cross. This may include operation of informal or formal shelter sites.
- Provide information on donations received and distributed to the Emergency Management Department.



### **Local Media**

- Provide coverage of local and regional disasters and provide information as requested from the Emergency Management Department.

### **Salvation Army**

- Coordinate, collect and distribute relief goods and services.
- Collect and distribute relief funds.
- Provide volunteers, as needed.



## 7.0 CONCEPT OF OPERATIONS

All management services activities will be conducted in a manner consistent with the processes and procedures established in the Basic Plan of the EOP and will be conducted in a manner consistent with the National Incident Management System (NIMS) and Incident Command System (ICS).

### 7.1 PREPAREDNESS AND READINESS

All assigned partners are responsible for active participation in maintaining organizational readiness including:

- Participate in regular review and update of the Annex including acceptance of assigned responsibilities.
- Develop procedures to support execution of assigned activities.
- Maintain adequate equipment and supplies required to perform activities.
- Participate in training and exercises to build capacity.

Additionally, the assigned primary agencies will coordinate with City cooperators and partners to conduct the following actions in support of readiness activities specific to infrastructure services:

- Maintain an emergency contact list and emergency resource inventory of Management Services assets.
- Pre-identify potential Management Services staging areas.

### 7.2 ACTIVATION AND MOBILIZATION

The Management Services Branch is comprised of the Command and General Staff that are required for the incident, as capacity allows, except for Operations including:

- Public Information Officer
- Liaison Officer
- Planning Section Chief
- Logistics Section Chief
- Finance and Administration Section Chief

These positions will be activated when the Incident Commander or EOC Manager determine the need for resource or information management support. Upon this determination, the EOC Manager will notify the individuals who will be called upon to fill the position and who are then responsible for making appropriate notifications to ESF cooperators and partners and providing a representative to staff the EOC.





## 7.3 MANAGEMENT SERVICES IN THE EOC

The EOC is organized using the ICS and during an emergency that damages or disrupts the community's infrastructure systems, coordination of support for assessment, repair, and restoration of those systems will be delegated by the EOC Manager to the Operations Section Chief who may in turn activate a Management Services Branch and assign a Branch Director. (Figure 1) In most situations, the Management Services Branch Director will be determined by the situation. In most cases the City Manager will assume the role. However, the City Manager may designate this role to the Police Chief or Fire Chief.

### Management Services Emergency Support Functions

The Operations Section Chief or Branch Director may activate additional functional groups to support coordination of management services activities, and the EOC has adapted its ICS structure to allow for use of ESFs as mechanisms to organize activities and partners during an emergency. Primary ESFs that are coordinated through the Management Services Branch are:

- ESF 5 – Information and Planning
- ESF 7 – Resource Support
- ESF 14 – Public Information
- ESF 15 – Volunteers and Donations
- ESF 18 – Business and Industry

The ESFs assigned to the Management Services Branch may be activated as Groups within the EOC ICS structure and assigned a Group Manager. Typically, the Group Manager will be a representative from the City department with the most logical authority or capability.

*See the EOP Basic Plan for additional information.*

## 7.4 TRANSITION TO RECOVERY

The recovery phase of an emergency is the period of time following the response period when actions are taken to help citizens return to a normal, or safer, life as soon as possible after an emergency.

Recovery is both a short- and long-term process. In the short term, emphasis is placed on restoring vital services to the community and identifying and providing basic needs to the public. Long-term recovery restores the community to its normal state, or better. It is at this point that knowledge gained by the incident is converted to mitigation measures for future hazard risks.

During recovery, many of the responsibilities and activities continue, but sometimes with a change in focus. These include the following.

- Planning
  - Demobilization of resources



- Documentation of emergency activities
- Situation status reports
- Coordination of resource management with the Logistics Section and Incident Commander
- Mapping
- Preparation of the Final Incident Package
- Initial Damage Assessment
- Logistics
  - Make arrangements for Disaster Application Center for FEMA
  - Document emergency activities
  - Provide temporary housing and food for displaced persons
  - Coordinate resource management with the Planning and Finance Sections
- Finance
  - Keep records of all costs incurred
  - Document emergency activities
  - Prepare documents for submission to State and Federal government
  - Provide damage assessment coordination and documentation
- PIO
  - Disseminate public information
  - Document all emergency activities

### **Short Term Recovery Activities**

During the recovery phase of an emergency, the City Manager or Incident Commander has the final authority to establish priorities for recovery activities and the allocation of resources to support them. Some activities, such as damage assessment, will most likely begin during the response phase of the emergency once the incident is stabilized. Short-term recovery activities may include the following:

- Damage assessment and posting of unsafe and unusable buildings, roads, or bridges.
- Assessment of victims' needs.
- Removal of disaster debris.
- Removal of animal and human remains.



- Testing of drinking water and, if necessary, establishing new or additional drinking water supplies.
- Emergency repairs of sanitary sewer and storm drain systems.
- Repair of electricity and natural gas lines.
- Establishing security in affected areas.

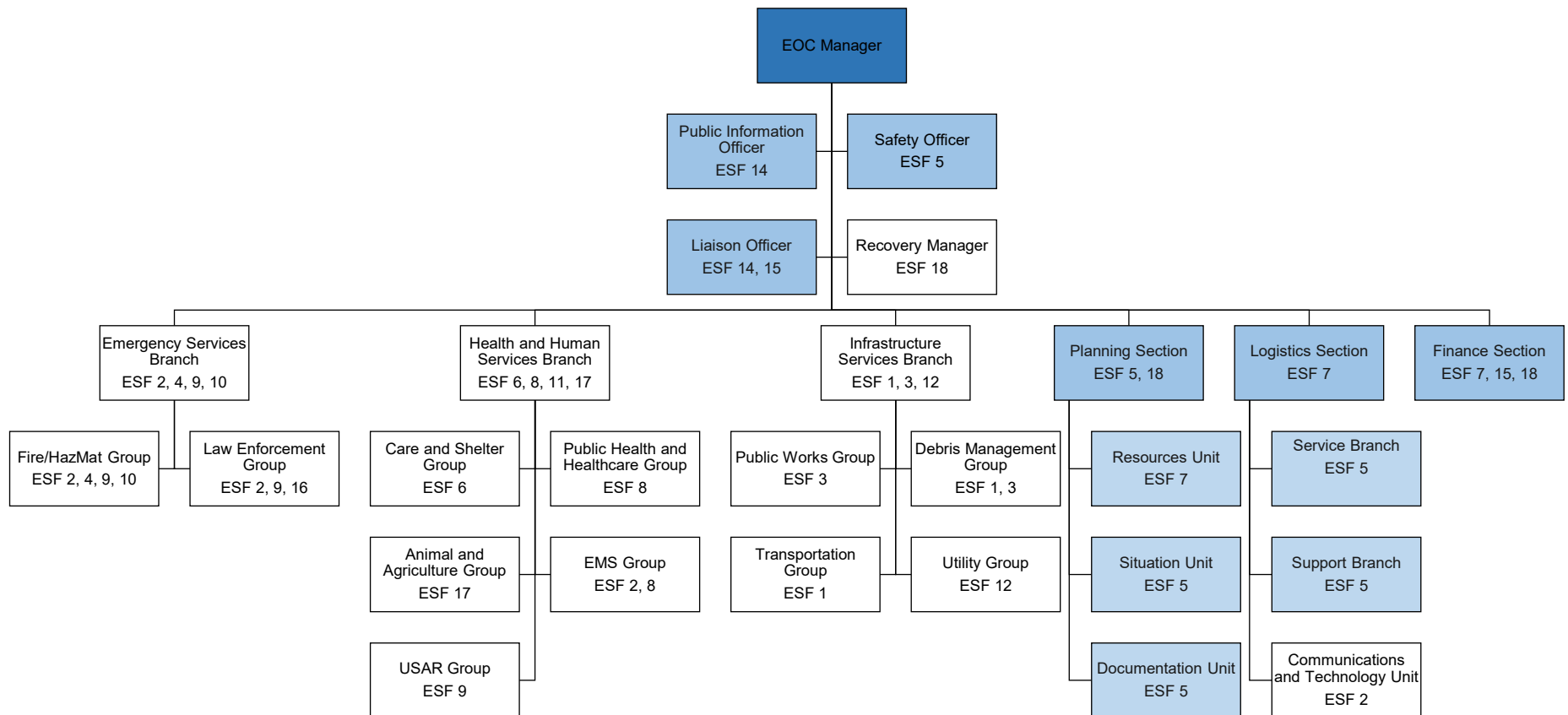
### **Long-Term Recovery Activities**

Long-term recovery activities are generally conducted by the same resources used for similar activities during non-emergency times. These activities include the following:

- Restoration of non-vital government services.
- Demolition and reconstruction of damaged areas.
- Monitoring restoration activities.
- Establishing, if necessary, in coordination with the Federal government, a Disaster Application Center (See FA 2, Human Services).
- Identifying areas to improve and implement changes (such as building codes, emergency plans, training deficiencies, etc.) that could mitigate damage in future emergencies.



**Figure 1 Management Services in the EOC**



## 8.0 CAPABILITY SUSTAINMENT

### 8.1 ANNEX DEVELOPMENT AND MAINTENANCE

The assigned primary agencies are responsible for the development and maintenance of this annex including coordination and engagement with supporting agencies to inform updates. At a minimum, this annex should be reviewed on an annual basis.

### 8.2 TRAINING AND EXERCISES

The City Manager, in coordination with the local government primary agencies, are responsible for integrating management services into the City's training and exercise program and providing guidance to partners and cooperators on training requirements and standards. Each partner and cooperator is responsible for ensuring and documenting that personnel have received the appropriate training. Training and exercise activities will occur every two years or as deemed necessary due to legal or regulatory changes, or changes in organizational structure.



## RESOURCES

### Local and Regional

- City of Warrenton Comprehensive Plan
- 2021 Clatsop County Multi-Jurisdictional NHMP

### State

- State of Oregon Emergency Operations Plan,
- ESF 5, Information and Planning
- ESF 7, Resource Support
- ESF 14, Public Information
- ESF 18, Business and Industry

### Federal

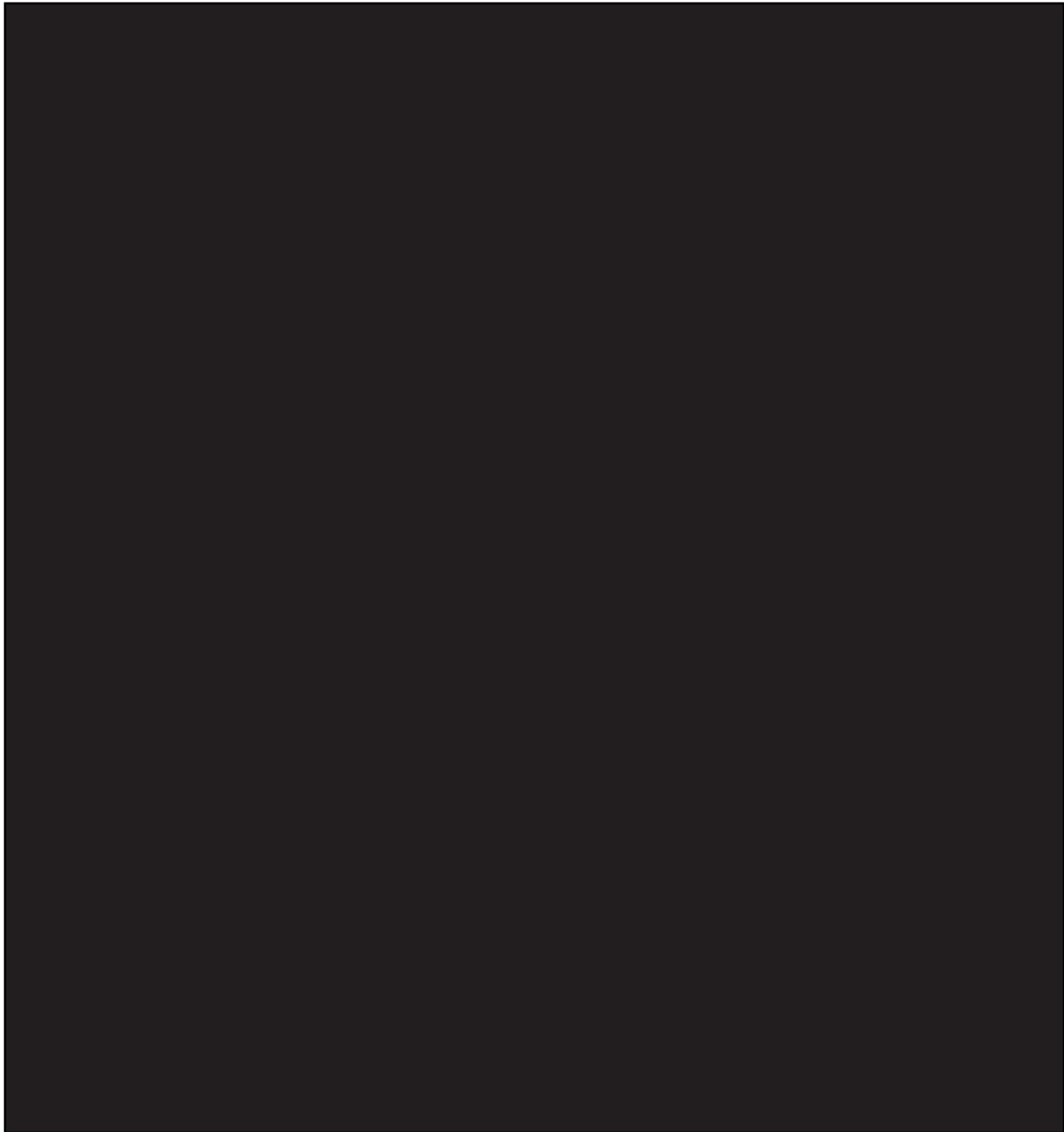
- National Response Framework
- ESF 5, Information and Planning
- ESF 6, Mass Care, Emergency Assistance, Temporary Housing, and Human Services
- ESF 7, Logistics
- ESF 14, Cross-Sector Business and Infrastructure
- ESF 15, External Affairs



## ATTACHMENT A REFERENCES

- Federal Emergency Management Agency. 2019. Emergency Support Function Annexes. Website: <https://www.fema.gov/media-library/assets/documents/25512>. Accessed April 2022.
- City of Warrenton. 2018. Economic Vitality Roadmap PowerPoint. Online: [https://www.ci.warrenton.or.us/sites/default/files/fileattachments/building/planning/page/2201/warrenton\\_economic\\_vitality\\_roadmap\\_part\\_1\\_of\\_3.pdf](https://www.ci.warrenton.or.us/sites/default/files/fileattachments/building/planning/page/2201/warrenton_economic_vitality_roadmap_part_1_of_3.pdf). Accessed April 2022.
- City of Warrenton. 2011. City of Warrenton Comprehensive Plan. Online: [https://www.ci.warrenton.or.us/sites/default/files/fileattachments/building/page/86/comprehensive\\_plan.pdf](https://www.ci.warrenton.or.us/sites/default/files/fileattachments/building/page/86/comprehensive_plan.pdf). Accessed April 2022.
- City of Warrenton. 2010. Downtown and Marina Master Plans. Online: [https://www.ci.warrenton.or.us/sites/default/files/fileattachments/urban\\_renewal/page/293/warrenton\\_final\\_report.pdf](https://www.ci.warrenton.or.us/sites/default/files/fileattachments/urban_renewal/page/293/warrenton_final_report.pdf). Accessed April 2022.
- Oregon Emergency Management. ND. Oregon State Emergency Support Function (ESF) Quick sheets. Website: [https://www.oregon.gov/OEM/Documents/Oregon\\_ESF\\_Descriptions\\_One\\_Page\\_Job\\_Aid.pdf](https://www.oregon.gov/OEM/Documents/Oregon_ESF_Descriptions_One_Page_Job_Aid.pdf). Accessed April 2022.
- State of Oregon. 2022. Oregon Emergency Response System (ORES). Website: <https://www.oregon.gov/oem/emops/Pages/OERS.aspx>. Accessed April 2022.









## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Linda Engbretson, City Manager  
DATE: July 26, 2022  
SUBJ: INTERIM CITY MANAGER APPOINTMENT

### SUMMARY

Police Chief Mathew Workman has agreed to serve as Interim City Manager, (Manager pro-tem). Current City Manager Linda Engbretson's last day employed with the city is Friday, August 5, 2022. Chief Workman will provide ongoing support to the City in this role and have all authority as noted in the Charter under Manager pro-tem – Chapter V, Section 20.(e).

### RECOMMENDATION/SUGGESTED MOTION

"I move to appoint Mathew Workman as Warrenton Manager Pro-tem, beginning August 6, 2022 with a 5% increase for this period of time."

### ALTERNATIVE

Other action as deemed appropriate by the City Commission.

### FISCAL IMPACT

Funds are available within current personnel budget.



## MEMORANDUM OF UNDERSTANDING

This MOU is entered into and is effective August 6, 2022, by and between the City of Warrenton, hereinafter referred to as City, and Mathew Workman, Police Chief, hereinafter referred to as Workman, to perform the duties on Interim City Manager for the City of Warrenton.

Whereas, Workman is employed by the City as its Police Chief; and

Whereas, the City desired to have Workman perform the duties of Interim City Manager; and

Whereas, Workman agrees to perform the duties of Interim City Manager; now, therefore the parties agree as follows:

1. The City will retain <sup>Workman</sup> Daniel as Interim City Manager to perform Interim City Manager services as described in the City Charter and in Exhibit A (City Manager Position Description) beginning August 6, 2022, until terminated under the provisions of this MOU.
2. Workman will continue to serve in his role as Police Chief in addition to Interim City Manager during the period of this agreement. Workman shall be subject and is bound by all policies and procedures of the City during his service in these positions.
3. In recognition of his service as Police Chief and Interim City Manager, Workman will receive monthly compensation of \_\_\_\_\_. This is an exempt position and is not entitled to overtime compensation.
4. Workman will continue to receive his normal fringe benefit package and allowances from the City during his service as Interim City Manager.
5. At the conclusion of his service as Interim City Manager, Workman shall return to the position of Police Chief earning the same salary and benefits he would have received had he remained employed as Police Chief for the City.
6. Workman shall perform the duties of Interim City Manager until a City Manager is appointed and has begun work for the City. Workman shall assist in the transition with the new City Manager but shall relinquish all responsibilities upon the new City Manager assuming office.
7. Workman will report directly to the City Commission's liaison, Mayor Henry A. Balensifer, during the term of this MOU for normal operations. Any decisions related to this agreement or Workman's performance shall remain the responsibility of a majority of the City Commission.
8. This MOU is at-will. The City and Workman reserve the right to terminate this MOU with 10 days written notice to the other party without cause.
9. Commission and Workman may modify any other terms and conditions of this MOU on August 6, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on August 6, 2022.

CITY OF WARRENTON

\_\_\_\_\_  
Henry A. Balensifer III, Mayor

\_\_\_\_\_  
Mathew Workman, Employee



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
 FROM: Collin Stelzig P.E., Public Works Director  
 DATE: July 26, 2022  
 SUBJ: 2022-23 Pavement Management – Advertise Request for Bids

### SUMMARY

The work for this project will take place in Warrenton and Hammond and will consist of furnishing all labor, materials, equipment, and superintendence necessary for the following: Furnish and install an Asphalt overlay to 11 City streets in Hammond and Warrenton. The work will be accomplished in the late Summer and early Fall, and the estimated cost for completion is \$690,543.

Public Works is seeking Commission approval to advertise the request for proposals and bid documents for the 2022 Paving Management project. Bid items will include cleaning of streets to be overlaid of loose rock, dirt dust, adjustment of utilities to new surface level, add track coat to clean dry street per specification, 2" AC Overlay, 4" AC Overlay, and installation of shoulder rock.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to approve advertising the request for bids for the 2022 Paving Management project."*

### ALTERNATIVE

- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

### FISCAL IMPACT

This project has been approved by the City Commission and is included in the City of Warrenton 2022-2023 Adopted Budget.

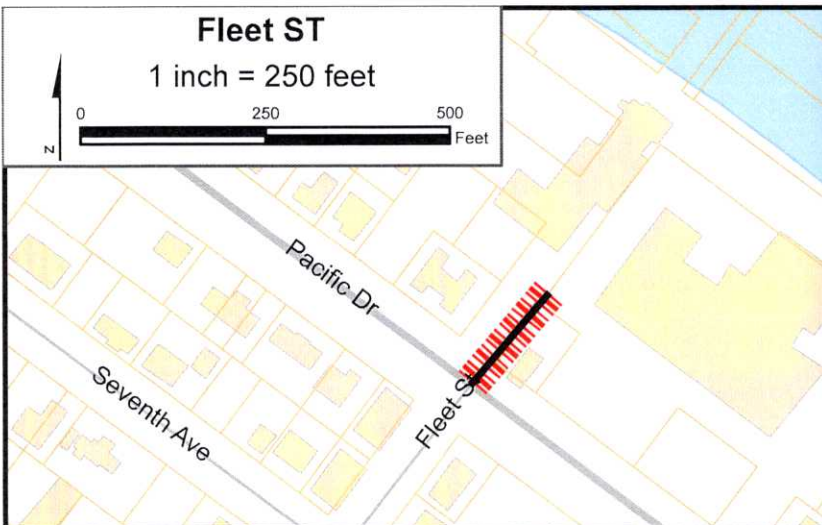
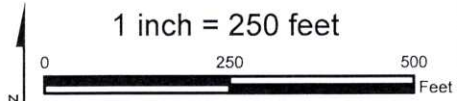
Approved by City Manager:

A handwritten signature in blue ink, reading "Linda Englebert", written over a horizontal line.

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

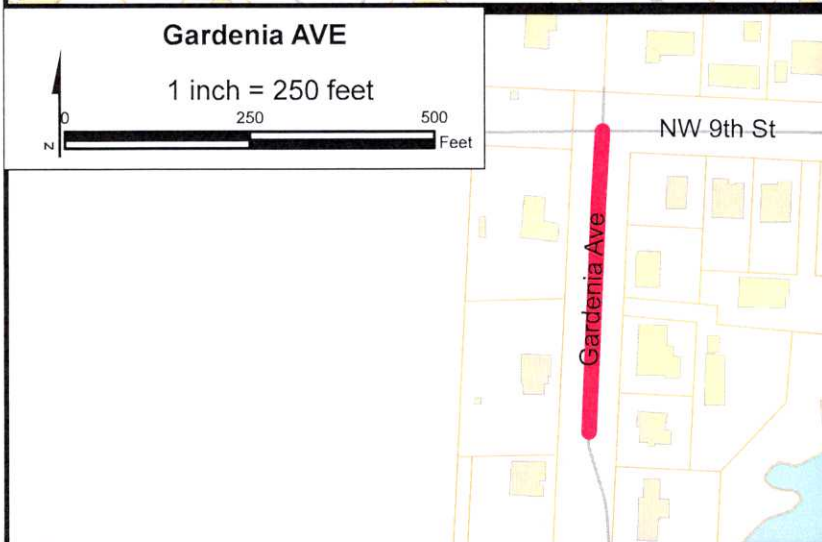
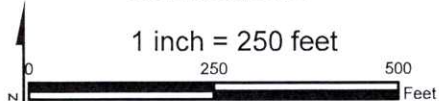
### Fleet ST

1 inch = 250 feet



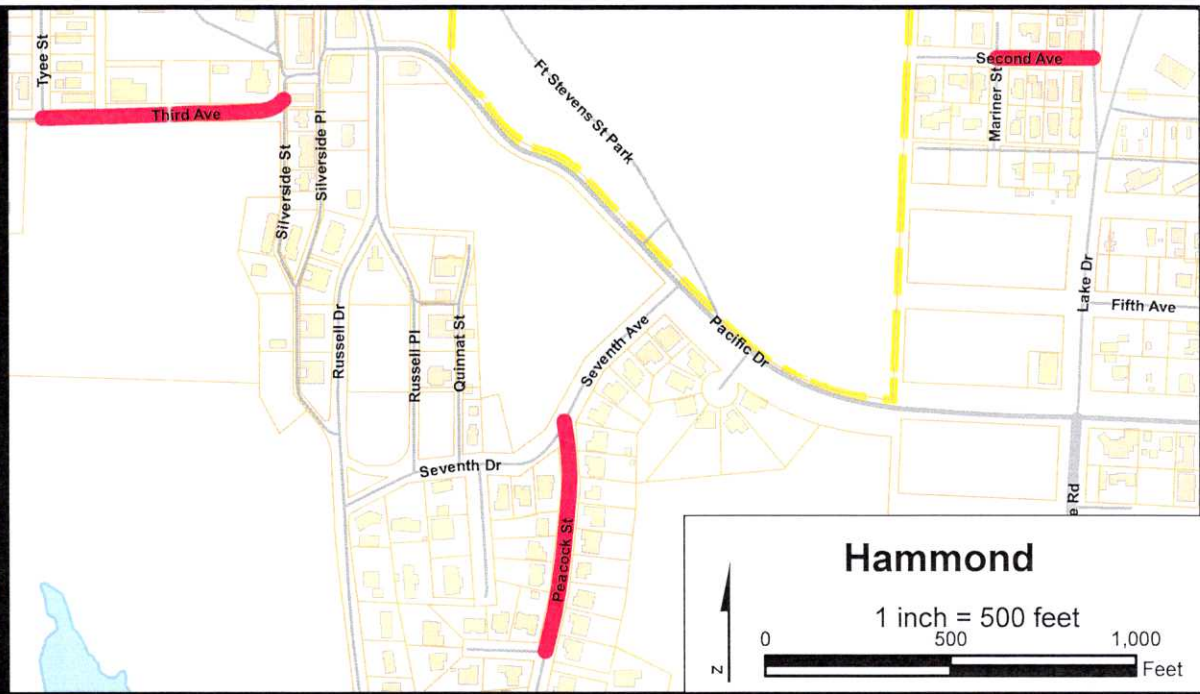
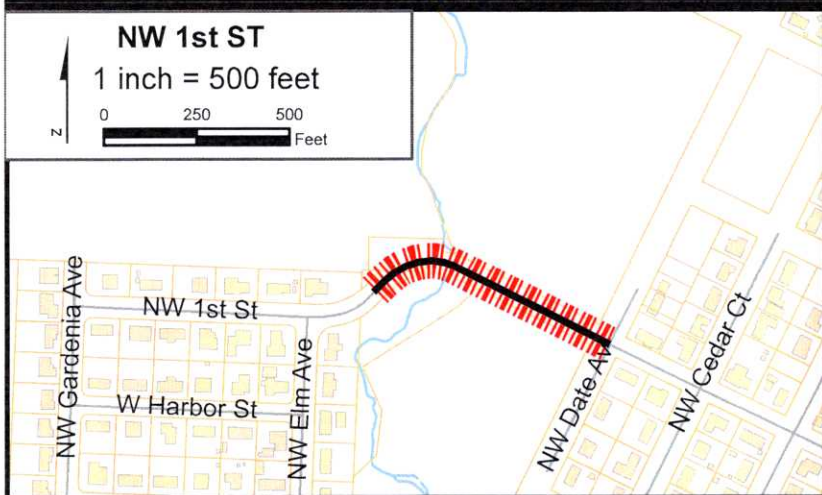
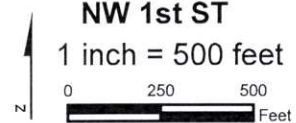
### Gardenia AVE

1 inch = 250 feet



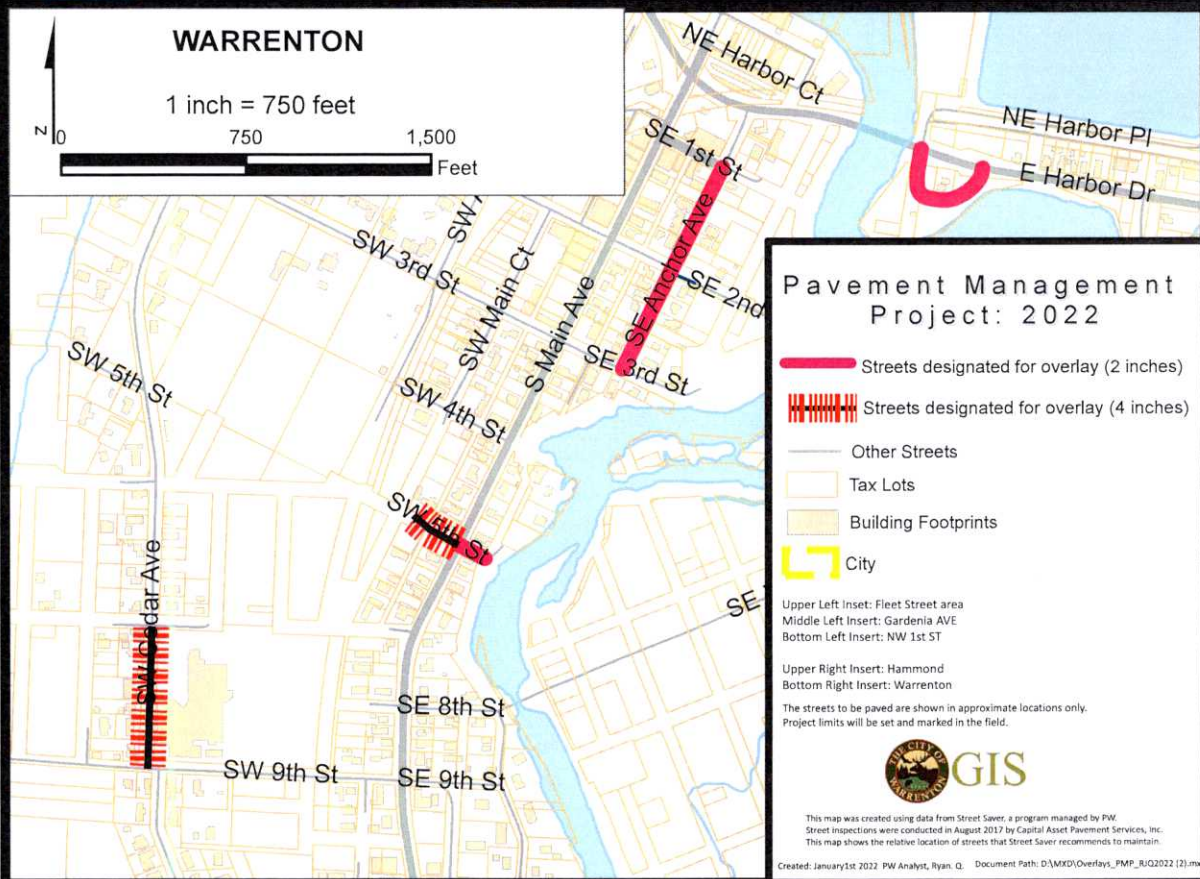
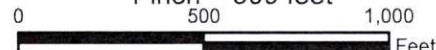
### NW 1st ST

1 inch = 500 feet



### Hammond

1 inch = 500 feet



### WARRENTON

1 inch = 750 feet



### Pavement Management Project: 2022

-  Streets designated for overlay (2 inches)
-  Streets designated for overlay (4 inches)
-  Other Streets
-  Tax Lots
-  Building Footprints
-  City

Upper Left Inset: Fleet Street area  
 Middle Left Inset: Gardenia AVE  
 Bottom Left Inset: NW 1st ST

Upper Right Inset: Hammond  
 Bottom Right Inset: Warrenton

The streets to be paved are shown in approximate locations only. Project limits will be set and marked in the field.



This map was created using data from Street Saver, a program managed by PW. Street inspections were conducted in August 2017 by Capital Asset Pavement Services, Inc. This map shows the relative location of streets that Street Saver recommends to maintain.

# PAVEMENT MANAGEMENT PROGRAM



ENGINEER'S ESTIMATE OF PROBABLE COST 2022		ENGINEER'S ESTIMATE			
ITEM	DESCRIPTION	UNITS	QUAN	UNIT PRICE	TOTALS
1	MOBILIZATION, BOND, TRAFFIC CONTROL	LS	1	\$ 50,000	\$ 50,000
2	FURNISH & INSTALL AC OVERLAY, COMPACTED - ANCHOR AVE SE, 2 - 1" LIFTS, FIELD MARKED	TONS	267	\$ 170	\$ 45,390
3	FURNISH & INSTALL AC OVERLAY, COMPACTED - SECOND AVE, 1 - 2" LIFT, FIELD MARKED (HAMMOND)	TONS	67	\$ 170	\$ 11,390
4	FURNISH & INSTALL AC OVERLAY, COMPACTED - CEDAR AVE SW, 4" IN 2-2" LIFTS, FIELD MARKED (SCHOOL)	TONS	584	\$ 170	\$ 99,280
5	FURNISH & INSTALL AC OVERLAY, COMPACTED - 1ST NW, 4" IN 2-2" LIFTS, FIELD MARKED	TONS	898	\$ 170	\$ 152,660
6	FURNISH & INSTALL AC OVERLAY, COMPACTED - FLEET ST, 4" IN 2-2" LIFTS, FIELD MARKED (HAMMOND)	TONS	134	\$ 170	\$ 22,780
7	FURNISH & INSTALL AC OVERLAY, COMPACTED - 5TH ST SW, 2" IN 2-1" LIFTS, FIELD MARKED	TONS	65	\$ 170	\$ 11,050
8	FURNISH & INSTALL AC OVERLAY, COMPACTED - PEACOCK ST, 2" IN 2-1" LIFTS, FIELD MARKED (HAMMOND)	TONS	283	\$ 170	\$ 48,110
9	FURNISH & INSTALL AC OVERLAY, COMPACTED - ENSIGN AVE SE, 2" IN 2-1" LIFTS, FIELD MARKED	TONS	191	\$ 170	\$ 32,470
10	FURNISH & INSTALL AC OVERLAY, COMPACTED - 5TH ST SE, 2" IN 2-1" LIFTS, FIELD MARKED	TONS	56	\$ 170	\$ 9,520
11	FURNISH & INSTALL AC OVERLAY, COMPACTED - THIRD AVE, 2" IN 2-1" LIFTS, FIELD MARKED (HAMMOND)	TONS	198	\$ 170	\$ 33,660
12	FURNISH & INSTALL AC OVERLAY, COMPACTED - NW GARDENIA AVE, 2" IN 2-1" LIFTS, FIELD MARKED	TONS	158	\$ 170	\$ 26,860
13	FURNISH & INSTALL WATER BARS AS DIRECTED BY ENG.	LF	322	\$ 40	\$ 12,880
14	FURNISH & INSTALL FRANCHISE UTILITY ADJUSTMENTS	EA	20	\$ 28	\$ 560
14	FURNISH & INSTALL 12" WHITE, THERMOPLASTIC STOP BARS	LF	285	\$ 22	\$ 6,270
16	FURNISH & INSTALL SHOULDER ROCK - COMPACTED 3/4"-0"	CY	92	\$ 100	\$ 9,200
17	FURNISH & INSTALL AC GRIND-OUT AS DIRECTED BY ENG.	SY	2,366	\$ 12	\$ 28,392
				Contingency 15%	\$ 90,071
				<b>EST TOTALS &gt;</b>	<b>\$ 690,543</b>

JULY 12, 2022/JGF

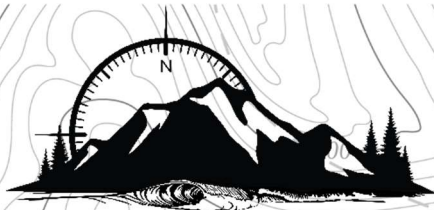
**NOTE:** If 4" are used on Anchor Ave, 2" profile, 2" level/final lift, (BETWEEN 2ND-3RD = 425' ) it will ADD 120 TONS AC, EST \$20,400.

**NOTE:** SF quantity for AC is + 20%, then rounded up.

**NOTE:** Cost per ton verified with current paving costs

**NOTE:** Grinding will be significantly more this year, curb grind, profile grind, etc., +/- \$10,000/day.

**NOTE:** GRINDING-GRIND OUT will probably be by sub-contractor.



**NORTH COAST**  
CIVIL DESIGN

# **CITY OF WARRENTON, OREGON** **PAVING and MAINTENANCE PROGRAM**

## **CONTRACT DOCUMENTS AND** **TECHNICAL SPECIFICATIONS**

**for:**

## **PAVEMENT MANAGEMENT PROJECT: 2022**

Submitted to:

City of Warrenton  
Attention: T. Hayrenen, Public Works  
Public Works Director  
45 SW 2nd Street/P.O. Box 250  
Warrenton, OR 97146  
Phone: 503.861.0917

Prepared By:

North Coast Civil Design, LLC  
Attention: Kyle Ayers, PE  
Project Manager  
35240 Tohl Ave  
Nehalem, Oregon  
Phone: 503.368.3732

August 2022

NC Civil Project No. 21002War

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**ATTACHMENTS:**

City of Warrenton – Map: “Pavement Management Project: 2022”

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# CONTRACT DOCUMENTS

## INVITATION TO BID

Sealed bids for the 2021-2022 Pavement Management Project will be received and accepted via the online electronic bid services through QuestCDN vBid ([www.questcdn.com](http://www.questcdn.com)) until **2:00 P.M.**, Pacific Standard Time, on **Thursday, August --, 2022** for the Owner, City of Warrenton, 45 SW 2<sup>nd</sup> Street, Warrenton, Oregon 97146, at which time and place they will be publicly opened and read aloud. No bids will be accepted after this time. All bidders shall submit, electronically, separately, within two working hours of the bid opening time, on the bid date, a completed First-Tier Subcontractor Disclosure Form in compliance with ORS 279C.370.

The work of this project will take place in Warrenton, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following: Overlay the listed streets below in with a 2"-4" Asphalt overlay. The work will be accomplished in the summer/fall of 2022.

In general, the elements of work include, but are not limited to:

1. Clean street to be overlaid of loose rock, organics, dirt, dust.
2. Grind out areas directed by Engineer.
3. Add tack coat to clean dry street per specifications.
4. Overlay streets with 2" – 4" asphalt concrete as specified.

Complete digital project bidding documents are available at <http://www.questcdn.com>. You may download the digital plan documents for \$30 by inputting Quest project #7962614 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information. Please contact Kyle Ayers, P.E., at (503) 440-1088 if you have any questions. No paper documents will be accepted.

All bidders shall comply with the provisions of ORS 279C.800-870 [workers on public works to be paid not less than prevailing rate of wage for projects over \$50,000]. Contractors submitting bids are required to be registered with the Construction Contractor's Board.

A pre-bid conference **will not** be held.

Bid security in the amount of not less than 10% of the bid must accompany each bid in accordance with the Instructions to Bidders. The online bid must be completed and submitted, all addenda acknowledged, and acknowledgement uploaded to the site, and a copy of the bid bond uploaded to the site. If a copy of the bid bond is uploaded, the original must be provided to the City after the bid opening but before the end of business on **Thursday, August --, 2022**. The Owner reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject, for good cause, any or all bids upon a finding of the Owner that is in the public interest to do so in accordance with ORS 279C.395. The Owner reserves the right to waive any bid irregularities or informalities.

No bidder may withdraw or modify the bidder's bid after the hour set for the opening thereof, until after the lapse of 30 days from the bid opening.

By Order of the

**City of Warrenton**

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# INSTRUCTIONS TO BIDDERS

## 1. THE PROJECT:

The work of this project will take place in Warrenton, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following: Overlay the listed streets below with a 2"-4" Asphalt overlay. The work will be accomplished in the summer/fall of 2022.

In general, the elements of work include, but are not limited to:

1. Clean street to be overlaid of loose rock, organics, dirt, dust.
2. Grind out areas directed by Engineer.
3. Add tack coat to clean dry street per specifications.
4. Overlay streets with 2" – 4" asphalt concrete as specified.

## 2. CONTRACT DOCUMENTS:

Contract Documents include the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, First-Tier Subcontractor Disclosure Form, Agreement, General Conditions to the Agreement, Supplemental General Conditions, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, the Drawings and Technical Specifications prepared or issued by NC Civil, Inc., and all Addenda issued prior to and all Change Orders issued after execution of this Agreement.

## 3. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be emailed to Kyle Ayers, P.E., the Engineer for NC Civil, LLC, email: [kyle@nccivil.com](mailto:kyle@nccivil.com) and to be given consideration must be received at least four days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered via messenger or facsimile transmission to all prospective bidders not later than 72 hours prior to the bid opening, at the respective addresses furnished for such purposes.

Failure of any bidder to receive any such addendum of interpretation shall not relieve such bidder from any obligation under the bidder's bid as submitted. All addenda so issued shall become part of the contract documents.

## 4. TIME OF COMPLETION:

The work to be performed under this contract shall be completed within **45** calendar days after the date of written Notice to Proceed by the Owner to the Contractor with such extensions of time as provided for in the General Conditions.

## 5. QUALIFICATIONS OF BIDDER AND SUBCONTRACTOR:

The City, at its sole discretion, shall have the right to reject any bid based upon record of past performance, including but not limited to: price and cost data from previous projects, quality of work, ability to meet schedules (which may result in damages to City), cost control and contract administration, including whether there is evidence of satisfactory performance. The City may reject any bid not in compliance with all prescribed public bid procedures and requirements and may reject for good cause any or all bids in accordance with ORS279B.110.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder and subcontractors to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder and subcontractor is properly qualified

to carry out the obligations of the contract and to complete the work contemplated therein. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120. Contractors submitting bids are required to be registered with the Construction Contractor's Board. 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 701.026 to 701.035 before the Subcontractors commence work under the contract. Contractors or Subcontractors need not be licensed under ORS 468A.720 [asbestos abatement].

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.

#### **6. CONDITIONS OF WORK:**

Each bidder must investigate and be fully informed of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of the bidder's obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the Contractor, in carrying out the Contractor's work, must employ such methods or means as will not cause any interruption of work.

#### **7. BIDDER'S REPRESENTATION:**

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve the bidder from any obligation in respect to the bidder's bid. Each bidder, by submitting a bid, represents that:

- a. The bidder has read and understands the Bidding Documents and the bidder's bid is made in accordance therewith.
- b. The bidder has inspected the site(s), has become familiarized with the site conditions under which the work is to be performed, and has correlated the bidder's observations with the requirements of the proposed Contract Documents.
- c. The bidder's bid is based upon the products, systems, and equipment described in the bidding documents without exception.

#### **8. PREBID MEETING:**

A pre-bid conference will not be held.

#### **9. DISCLOSURE OF FIRST-TIER SUBCONTRACTORS:**

In accordance with ORS 279C.370, each bidder must submit a completed First-Tier Subcontractor Disclosure Form within two working hours after the date and time of the bid opening through [www.QuestCDN.com](http://www.QuestCDN.com). The list shall identify any first-tier subcontractors that will be furnishing labor or furnishing labor and materials meeting the minimum amount specified in ORS 279C.370. A bidder shall submit the required disclosure form either with its bid submission or electronically within two working hours after the date and time of the bid closing deadline.

Failure to submit a completed disclosure form by the disclosure deadline of two working hours after the bid opening time will result in a nonresponsive bid. A nonresponsive bid will not be considered by the Owner for award. The Owner will consider for contract award only those bids for which the required disclosure form has been submitted.

The bidder is specifically advised that any person, firm or party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. The Contractor shall notify the Owner in writing of all proposed changes in subcontractors prior to making any changes in subcontractors. No subcontractor doing work in excess of 5% of the total amount of the bid, but at least \$15,000, and who is not listed on the disclosure form shall be used without the written approval of the Owner.

## **Instructions for First-Tier Subcontractor Disclosure Form:**

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement project is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or furnishing labor and materials on the contract, if awarded, whose subcontract value would be greater than or equal to:

- (i) 5% of the total project bid, but at least \$15,000; or
- (ii) \$350,000 regardless of the percentage of the total project bid;

the bidder must disclose on the disclosure form and submit the following information about the first-tier subcontractors either with the bid submission or within two working hours after bid closing:

- 1) the subcontractor's name,
- 2) the dollar value of the subcontract, and
- 3) the category of work that the subcontractor would be performing.

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

## **10. PREPARATION OF BIDS:**

Bids shall be submitted on the online Bid Form. All blanks must be appropriately filled in. Bidders shall make no additional stipulations on the Bid Form nor qualify any bid in any manner.

## **11. BID SECURITY:**

Each bid must be accompanied by cash, a cashier's check, a certified check of the bidder, an irrevocable letter of credit issued by an institution as defined in ORS 279C.380, or a bid bond prepared on the form of the bid bond included, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. A copy of the original bid bond shall be uploaded electronically with the bid package. The original bid bond shall be delivered to the City within 24 hrs of the bid closing.

Such bid security will be returned to all except the three lowest bidders within seven days after the opening of bids. The remaining bid security will be returned promptly after the Owner and the accepted bidder has executed the contract. If no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as the bidder has not been notified of the acceptance of the bidder's bid, the bid shall be returned. The bid security of the successful bidder will be retained until the Performance Bond and Payment Bond have been executed and approved, after which it will be returned.

## **12. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:**

The successful bidder, upon the bidder's failure or refusal to execute and deliver the contract and bonds required within 10 days after the bidder has received notice of the acceptance of the bidder's bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the bidder's bid.

## **13. SUBMISSION OF BIDS:**

Bids shall be submitted as specified prior to the time and date for receipt of bids indicated in the Advertisement for Bids or any extension thereof made by Addendum. Bids received after the time and date for receipt of bids (the bid closing deadline) will be returned unopened. Oral, telephonic, faxed, or telegraphic submissions of bids are invalid and will not receive consideration.

## **14. MODIFICATION OR WITHDRAWAL OF BID:**

The Contractor may withdraw the Contractor's bid by submitting a written request to withdraw the bid prior to the time of the bid opening. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in an amount sufficient for the bid as modified or resubmitted. A bid may not be withdrawn, modified or canceled by the bidder for 30 days following the time and date designated for the receipt of bids. Should there be reasons

why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder. Per OAR-137-047-0440

#### **15. UNBALANCED BIDS:**

A materially unbalanced bid is defined as, “a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.”

A bid will be considered irregular and may be rejected if the Owner determines that any of the unit prices are significantly or materially unbalanced to the potential detriment of the Owner. The Owner will place specific emphasis on its review of bids that appear to be unbalanced, as it may be to the detriment of the Owner, and other bidders who choose not to unbalance their bids. If the Owner finds that a bid is a detriment to the Owner or not in the best interest of the public, the Owner will act by rejecting all such unbalanced bids.

#### **16. CONSIDERATION OF BIDS:**

The Owner shall have the right to reject any or all bids and to reject a bid not accompanied by the required Bid Security or data required by the Bidding Documents, or to reject a bid, which is in any way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity in any bid received and to accept the bid which, in its judgement, is in its own best interest. All work of this project will be awarded as a single general contract to one Contractor. Award will be made to the lowest responsible bidder. In determining the lowest responsible bidder, the Owner will, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any of the preference given to that bidder in the state in which the bidder resides. The Owner shall consider all bids immediately after the bid opening.

#### **17. SECURITY FOR FAITHFUL PERFORMANCE:**

Simultaneously with delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

#### **18. POWER OF ATTORNEY:**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effective dated copy of their power of attorney.

#### **19. LAWS AND REGULATIONS:**

The bidder's attention is directed to the fact that all federal, state and local laws, ordinances, rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the same as though herein written out in full. All bidders shall comply with the provisions of ORS 279C.840 (Prevailing Wage Rates).

On federally funded projects, all bidders shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a). No bid will be considered by the Owner unless the bid contains a statement by the bidder that the provisions of ORS 279C.840 or 40 U.S.C. 276a are to be complied with. The public agency shall pay a fee to the Oregon Bureau of Labor and Industries (BOLI) in the amount of one-tenth of 1% of the contract price; however, there is a minimum fee of \$250 and a maximum fee of \$7,500.

#### **20. EXECUTION OF CONTRACT:**

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond, payment bond and required insurance within 10 calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the bidder to execute the Agreement, the Owner may at the Owner's option consider the bidder in default, in which case the Bid Security accompanying the bid shall become the property of the Owner.



The Owner within 10 days of receipt of acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement and a written Notice to Proceed. Should the Owner not execute the Agreement and issue a written Notice to Proceed within such period, the bidder may by written notice withdraw the bidders signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

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## BID FORM

BID OF \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State \_\_\_\_\_, doing business as \_\_\_\_\_.  
(Insert "a joint venture", "a corporation", "a partnership" or "an individual" as applicable.)

**To City of Warrenton**  
[hereinafter called "Owner"]:

1. The undersigned Bidder, in compliance with your invitation for bids, including the ADVERTISEMENT FOR BIDS and the INSTRUCTIONS TO BIDDERS, for

### PAVEMENT MANAGEMENT PROJECT: 2022

having examined the plans and specifications with related documents and having examined the site of the project work, and being familiar with all the conditions pertaining to the construction of the project, hereby offers to furnish all labor, materials, equipment and supplies necessary to construct the project in accordance with the contract documents within the time set forth therein, and at the unit prices stated below. The prices are to cover all the costs connected with performing the work required under the contract documents, of which this bid is a part.

2. The Bidder submits the unit prices set forth herein as those at which the Bidder will perform the work involved. The extensions in the column headed "Total" are made for the sole purpose of facilitating comparison of bids and if there are any discrepancies between the unit prices and the total amounts shown, the unit prices shall govern.
3. The Bidder certifies, under penalty of perjury, by the submission of this bid, that all requirements of ORS 279C.838-840 (Prevailing Wage Rate Laws) will be complied with throughout the course of this contract. The Bidder further certifies, under penalty of perjury, that the Bidder is a resident bidder, as defined by ORS 279A.120 (1)(b), of the State of Oregon. The Bidder further certifies, under penalty of perjury, that the Bidder is, to the best of the Bidder's knowledge, not in violation of any tax laws described in ORS 305.380 (4).
4. The Bidder acknowledges receipt of the following Addenda numbered \_\_\_\_\_ through \_\_\_\_\_. The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing date for receiving bids.
5. The Bidder agrees to comply with all the Federal, State and Local laws, ordinances, rules and regulations that are pertinent to construction contracts of this character even though such laws may not have been quoted or referred to in the contract documents.
6. Upon receipt of written Notice of Award, Bidder will execute the Agreement attached within 10 calendar days and deliver a Surety Bond or Bonds as required by the contract documents. The Bid Security accompanying this bid is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.
7. The Bidder agrees to commence work under this contract within 10 calendar days after issuance to the Bidder of written Notice to Proceed by the Engineer. The Bidder agrees to substantially complete the project on or before the dates or within the number of calendar days indicated in Article II of the Agreement, with such extensions of time as are provided in the General Conditions. The Bidder accepts the provisions of the Agreement regarding liquidated damages (Article III of the Agreement) in the event of failure to complete the work of the project on or before the dates or within the number of calendar days indicated in Article II of the Agreement, with such extensions of time as are provided in the General Conditions.
8. The Bidder declares that the only persons or parties interested in this bid are those named herein, that this bid is in all respects fair and without fraud, and that it is made without collusion with any other bidder and without collusion with any representatives of the Owner. The Bidder hereby represents that no employee of the Owner, or any partnership or corporation in which an employee of the Owner has an interest, has, or will receive any remuneration of any description from the Bidder, either directly or indirectly, in connection, except as specifically declared in writing.

9. The Bidder certifies that the Bidder has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
10. The Bidder will complete the work for the following prices found in vBid online documents.

The following documents are attached to and made a condition of this bid:

- a. The required Bid Security submitted on-line with the Bid Form.
- b. The First-Tier Subcontractor Disclosure Form submitted on-line within two hours after the date and time of the bid opening.
- c. The on-line vBid Schedule of Contract Prices as filled out and submitted by the Contractor.

Respectfully Submitted,

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Federal Employer I.D. No. \_\_\_\_\_

State Employer I.D. No. \_\_\_\_\_

State C.C.B. Registration No. \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_

FAX No. (\_\_\_\_) \_\_\_\_\_

By \_\_\_\_\_

(Signature)

Name \_\_\_\_\_

(Please Print)

Title \_\_\_\_\_

If Corporation, Attest \_\_\_\_\_

(Secretary of Corporation)

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

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**BID BOND**

We, \_\_\_\_\_, as "Principal,"  
(Name of Principal)

and \_\_\_\_\_, an \_\_\_\_\_ Corporation,  
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the City of Warrenton ("Obligee") the sum of (\$ \_\_\_\_\_)

\_\_\_\_\_ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its bid to an agency of the Obligee in response to Obligee's project identified as:

**PAVEMENT MANAGEMENT PROJECT: 2022**

which bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 (5) and the procurement document.

NOW, THEREFORE, if the bid submitted by Principal is accepted, and if a contract pursuant to the bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PRINCIPAL:** \_\_\_\_\_ **SURETY:** \_\_\_\_\_

By \_\_\_\_\_  
Signature

BY ATTORNEY-IN-FACT:

\_\_\_\_\_  
Official Capacity

\_\_\_\_\_  
Name

Attest: \_\_\_\_\_  
Corporation Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

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# FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (OAR 137-049-0360)

*Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award*

## AGENCY SUPPLIED INFORMATION:

PROJECT NAME: **PAVEMENT MANAGEMENT PROJECT: 2022**

BID #: \_\_\_\_\_ BID CLOSING: Date: **August --, 2022** Time: 2:00 AM PM  
REQUIRED DISCLOSURE DEADLINE: Date: **August --, 2022** Time: 4:00 AM PM

Deliver Form To (Agency): City of Warrenton

Designated Recipient (Person):

Agency's Address: **"Sealed bids will ONLY be received and accepted via the online electronic Bid service through www.QuestCDN.com"**

## INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the bid number and project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name, Category of Work add Dollar Value for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

## BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.]
- or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

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# AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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

#### PAVEMENT MANAGEMENT PROJECT: 2022

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. City of Warrenton – Map: "Pavement Management Project: 2022" (At end of Technical Specifications)
- n. Specifications prepared or issued by NC Civil, LLC, dated August 2022.
- o. Addenda:

No. \_\_\_\_\_, dated \_\_\_\_\_, 2022.

No. \_\_\_\_\_, dated \_\_\_\_\_, 2022.

No. \_\_\_\_\_, dated \_\_\_\_\_, 2022.

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 **45** 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 damaged 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 **\$300.00** 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 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 expense 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:**

No actual construction staking in the field will be done for this project. The streets shown on the attached overlay map are approximate locations only. The Construction limits will be set in the field by flagging and pre-marked project limits on each street for bidders to evaluate the project. These pre-markings will be refreshed prior to the actual overlay. The contractor is encouraged to take pictures and measurements of the specific road or street overlay.

## **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 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

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**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](http://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, lightning, 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: \_\_\_\_\_

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# PERFORMANCE BOND

Bond No. \_\_\_\_\_

Solicitation     N/A    

Project Name: **PAVEMENT MANAGEMENT PROJECT: 2022**

\_\_\_\_\_ (Surety #1)      Bond Amount No. 1:      \$ \_\_\_\_\_

\_\_\_\_\_ (Surety #2)\*      Bond Amount No. 2:\*      \$ \_\_\_\_\_

\* If using multiple sureties

Total Penal Sum of Bond:      \$ \_\_\_\_\_

We, \_\_\_\_\_ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Warrenton the plans, specifications, terms and conditions of which are contained in the above-referenced Project;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Warrenton and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond, nor shall the City of Warrenton be obligated for the payment of any premiums.

This bond is given and received under authority of ORS 279C.380, the provisions of which hereby are incorporated into this bond and made a part hereof.



IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary

SURETY: \_\_\_\_\_  
[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:  
[Power-of-Attorney must accompany each surety bond]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

DRAFT

# PAYMENT BOND

Bond No. \_\_\_\_\_

Solicitation     N/A    

Project Name: **PAVEMENT MANAGEMENT PROJECT: 2022**

\_\_\_\_\_ (Surety #1)      Bond Amount No. 1:    \$ \_\_\_\_\_

\_\_\_\_\_ (Surety #2)\*      Bond Amount No. 2:\*    \$ \_\_\_\_\_

\* If using multiple sureties

Total Penal Sum of Bond:    \$ \_\_\_\_\_

We, \_\_\_\_\_, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Warrenton the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Warrenton the plans, specifications, terms and conditions of which are contained in above-referenced Project;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Warrenton and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the State on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Warrenton be obligated for the payment of any premiums.

This bond is given and received under authority of ORS 279C.380, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary

SURETY: \_\_\_\_\_  
[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:  
[Power-of-Attorney must accompany each surety bond]

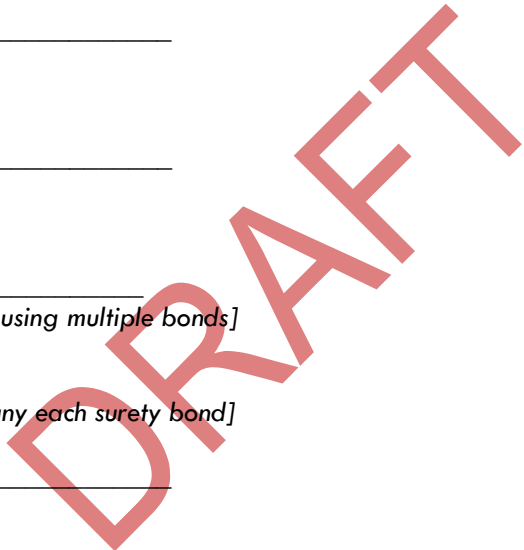
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# CERTIFICATE OF COMPLIANCE

City of Warrenton  
45 SW 2<sup>nd</sup> Street/P.O. Box 250  
Warrenton, OR 97146

**ATTN: T. Hayrenen, Public Works Dept.**

PROJECT NAME: **PAVEMENT MANAGEMENT PROJECT: 2022**

**PROJECT LOCATION: Warrenton, Oregon**

I hereby certify that:

- A. All work on the above referenced contract has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work;
- B. 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 and approved by the Owner prior to the start of such subcontracted work;
- C. No subcontract was assigned or transferred or performed by any Subcontractor other than the original Subcontractor, without prior notice having been submitted to and approved by the Owner together with the names of all Subcontractors;
- D. 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;
- E. All claims for material and labor and other service performed in connection with these specifications have been paid;
- F. All money 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.

Authorized Signature \_\_\_\_\_  
[Contractor]

\_\_\_\_\_  
[Date]

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# TECHNICAL SPECIFICATIONS

## DIVISION ONE – GENERAL REQUIREMENTS

### SECTION 101 – SUMMARY OF WORK

#### **101.1 THE PROJECT:**

The work of this project will take place in Warrenton, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following: Overlay the streets with a 2"-4" Asphalt overlay. The work will be accomplished in the summer/fall of 2022.

In general, the elements of work include, but are not limited to:

1. Clean street to be overlaid of loose rock, organics, dirt, dust.
2. Grind out areas directed by Engineer.
3. Add tack coat to clean dry street per specifications.
4. Overlay streets with 2" – 4" asphalt concrete as specified.

These specifications in conjunction with applicable provisions or other parts of the specifications and the plans shall govern the character and quality of equipment, material, construction procedures and workmanship for work under this contract.

In the event of a conflict within these specifications or the construction plans, the most stringent shall apply. In the event that these specifications are silent, the most current edition of APWA shall be used.

#### **101.2 WORK SEQUENCE:**

The Contractor shall schedule work to maintain the public's continuous access to those properties having driveways, main access and delivery routes on streets to be paved. The Contractor shall include in the contract sum sufficient funds as may be required for delays and interruptions of work caused by the public's continuous use and continuous access to those properties abutting streets to be paved. No additional payment to the Contractor will be allowed on account of the Contractor's failure to anticipate such costs.

**101.2.01 Traffic Control** – The Contractor shall furnish and place traffic control barricades and signs according to the MUTCD and ODOT specifications in order to allow the public access to those residences on streets to be paved. The Contractor shall coordinate directly with the residences that will be impacted by the daily work and make all necessary arrangements to assist their entering and exiting of their residence. The Contractor shall use cones, delineators, detour signs and barricades to keep vehicular and pedestrian traffic out of the immediate construction zone of the Contractor. All signs and barricades must be approved by the City of Warrenton and the Engineer prior to ordering. See Section 157 of these specifications.

**101.2.02 Contractor's Construction Equipment** –All construction equipment shall be so parked so as not to disrupt normal two-way traffic along side streets and so as not to block any vehicular or pedestrian access to adjoining properties. Any damage to the existing roadway, utilities, drainage system or shoulders shall be repaired to the City's satisfaction at the Contractor's expense.

Steel tracked equipment shall not be used on paved surfaces that are not to be replaced. If steel tracked equipment cannot avoid moving across these asphalt surfaces, protection measures shall be used such as steel plates, plywood or other means to protect the remaining surface. Any surface damaged by steel tracked equipment shall be repaired or replaced to the satisfaction of the Owner at the Contractor's expense.

#### **101.3 OWNER'S RIGHTS UPON THE PREMISES:**

The Owner, on behalf of both the public and the City of Warrenton, reserves the right to enter upon the premises, to use same, or to use parts of the work before substantial or final completion of the work, it being understood that such use by the Owner and the public in no way relieves the Contractor from full responsibility for the entire work until final completion of the contract.

**END OF SECTION 101**

## SECTION 104 – COORDINATION

**ATTENTION:** Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center. (Note: The telephone number for the Oregon Utility Notification Center is 1-(503) 232-1987 or 1-(800) 332-2344.)

The work of this project involves underground and overhead utilities, and public rights-of-way. The Contractor shall coordinate all work with the following agencies prior to beginning the project.

**104.1.01** – City Street Right-of-Way, Storm Drainage System, and Sewer System; City of Warrenton, Public Works Department, Trisha Hayrenen, Public Works Dept, (503)-861-0917 or Kyle Sharpsteen, (503) 298-9306.

**104.1.02** – City Storm/Sanitary System: Trisha Hayrynen, (503) 861-0912

**104.1.03** – CATV; Spectrum/Charter Communications, Vinny Billeci, (503) 298-0129.

**104.1.04** – Telephone Facilities; Centurylink, Mark Briese, (503)983-3781

**104.1.05** – Electric Facilities; Pacific Power, Marilyn Brockey, (503) 861-6005.

**104.1.06** – Gas Facilities; Northwest Natural Gas, Rich Girard, (503) 226-4211 Ext. 2967

### **104.2 CUTTING AND PATCHING:**

**104.2.01 Notification** – The Contractor shall notify the Engineer at least 3 days prior to any cutting which affects:

- a. the structural integrity of any completed or existing work, or
- b. the weatherproof integrity of any weather-exposed or moisture-resistant work.

**104.2.02 Preparation** – Prior to any cutting, the Contractor shall provide and maintain adequate temporary support and protection necessary to assure the structural and weatherproof integrity of the affected work. The Contractor shall protect from damage all portions of the exposed work and other portions of the project.

**104.2.03 Existing Conditions** – After uncovering work, the Contractor shall inspect the existing conditions and report to the Engineer any unsatisfactory or questionable conditions to the Engineer. The Contractor shall not proceed with further work directly related to the existing condition until the Engineer provides further instructions. During this time, the Contractor shall make every effort to continue work on other portions of the project. No additional time or payment to the Contractor will be allowed on account of the Contractor's failure to schedule alternate work accordingly.

### **104.3 MEASUREMENTS:**

Before ordering any materials or doing any work, the Contractor shall verify all measurements on the project and shall be responsible for the correctness of the same. No additional payment to the Contractor will be allowed on account of difference between actual dimensions and measurements indicated on the plans.

END OF SECTION 104

## SECTION 106 – REGULATORY REQUIREMENTS

### **106.1 PERMITS AND FEES:**

The Contractor shall procure all construction permits, performance bonds and licenses required by all approving agencies. The work of this project falls under the jurisdiction of the City of Warrenton. The Contractor shall conform to all jurisdiction requirements of the governing agencies when working within the public right-of-way.

Work hours are to be between 7:00 AM and 6:00 PM, Monday through Friday. Any deviation from this schedule must be requested by the Contractor in writing and receive approval from the City. The Contractor shall obtain a City of Warrenton Business License before starting construction.

**END OF SECTION 106**

**SECTION 120 – PROJECT MEETINGS**

**120.1 PRECONSTRUCTION CONFERENCE:**

Immediately after signing the Agreement and prior to the start of any work, the Contractor, the Engineer and the Owner shall meet together to review procedures for ensuring the smooth progress of the work and to discuss any other items requiring clarification.

**120.2 WEEKLY PROGRESS MEETINGS:**

Periodic project meetings between the Contractor and the Engineer shall be scheduled by the Engineer throughout the construction process on a weekly basis to discuss coordination and scheduling of construction activities. In general, such meetings shall be held each Monday morning on the project site. The Contractor shall inform the Engineer of the project schedule and construction activities planned for the coming week and shall provide a verbal update to the Engineer on the project schedule for the actual work completed through the end of each week.

**END OF SECTION 120**

**SECTION 130 – SUBMITTALS**

**130.1 GENERAL:**

The Contractor shall be required to submit to the Engineer, the following submittals.

1. Construction Schedule
2. Shop Drawings, Product Data, and Samples
3. Traffic Control Plan
4. Asphalt Mix (prior to application)
5. Schedule of Unit Values

**130.2 CONSTRUCTION SCHEDULE:**

**130.2.01 – Project Schedule** - The anticipated construction schedule is set forth in the Instructions to Bidders and all work shall be completed in dry weather, in accord with the Contractor's submitted Schedule. Prior to commencing work on the project, the Contractor shall submit to the Engineer for review, a complete construction schedule detailing the order in which the work will proceed together with an estimated time schedule. If Contractor's submitted schedule and the prosecution of work varies by 2 weeks or more, Contractor shall re-submit a new schedule, and a work plan to complete project on time.

**130.3 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES:**

**130.3.01 Identification** – Shop drawings, product data, and samples shall be dated and contain: Name of project; description or names of equipment, materials and items; identification of locations at which the equipment, materials or items are to be installed.

**130.3.02 Transmittals** – Submission of shop drawings, product data, and samples shall be accompanied by transmittal letter, in duplicate, containing project name, Contractor's name, number of drawings, data and samples, and titles.

**130.3.03 Quantity** – Unless otherwise specified, the number of shop drawings, product data, and samples which the Contractor shall submit and, if necessary, resubmit shall be the number of copies that the Contractor requires to be retained plus two copies which will be retained by the Engineer.



**130.3.04 Record Drawings** – Contractor shall submit Record Drawings to the Engineer or City upon completion of construction. Any associated warranty information, manuals, cut sheets, etc. pertinent to the construction shall also be submitted.

## END OF SECTION 130

### SECTION 151 – TEMPORARY FACILITIES AND CONTROLS

#### **151.1 TEMPORARY ELECTRICITY:**

The Contractor will provide and pay all charges for a source of power. The Contractor shall provide his own extension cords, temporary lighting lamps and wiring for his work. Heavy or special power sources required for welders, etc., shall be provided by the Contractor by the use of generators or making his own arrangements with the Power Company and pay all costs for same.

#### **151.2 TEMPORARY WATER**

**151.2.01 Temporary Water for Construction Use** – The Owner will designate fire hydrants within or near the project as a source of water for construction use. The Contractor shall operate such hydrants in an approved manner. The Contractor shall provide valves, hoses, extensions, and nozzles as required. Water usage shall be metered with hydrant flow meter as provided by the City with approved backflow device.

**151.2.02 Temporary Water Service** – If existing water lines are to be out of service during the course of construction, the Contractor shall provide and maintain temporary water service to all properties affected. All details of such temporary service shall be subject to the approval of the Engineer.

#### **151.3 TEMPORARY SANITARY FACILITIES:**

**151.3.01 Temporary Facilities for Workmen** – The Contractor shall furnish, install, and maintain adequate sanitary facilities for the workmen. All such facilities shall comply with governing health regulations.

#### **151.4 TEMPORARY FIRE PROTECTION**

The Contractor shall maintain adequate access for firefighting and other emergency equipment to those properties abutting the project. Where the Contractor is working in a public roadway or private driveways, as a minimum requirement, at the end of each day of work on the project, the Contractor shall construct, rough grade and keep clear a 12 foot wide lane upon the existing ground surface over the roadway or driveway.

#### **151.5 TEMPORARY SIGNS**

All signs posted on the job site shall be approved by the Engineer. All signs shall conform to applicable Oregon State Department of Transportation standards and the Manual of Uniform Traffic Control Devices, (MUTCD).

#### **151.6 MEASUREMENT AND PAYMENT**

All temporary facilities and construction will be paid for as a single lump sum item at the contract price for "Mobilization". Payment shall constitute full compensation for supplying all labor, equipment and materials, constructing, installing, maintaining and removing all temporary facilities and construction specified herein.

## END OF SECTION 151

### SECTION 157 – TRAFFIC REGULATION

#### **157.1 BARRICADES, WARNING SIGNS, AND FLAGMEN:**

The Contractor shall at their 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 flagmen as may be

necessary or as may be ordered by the Engineer to ensure 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 flagmen shall not relieve the Contractor from this responsibility.

In conjunction with the required general traffic control work, the Contractor shall furnish and maintain the temporary signs and ODOT Type III barricades, including a certified flagger as detailed on the Traffic Control Plan.

If flagmen are necessary for the purpose of protection and safety to traffic, such flagmen 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 to the standard sign designs in use by ODOT/MUTCD.

### **157.2 TRAFFIC ON LOCAL STREETS:**

The Contractor shall allow minimum one-way traffic in Warrenton to all residences. The Intersections may be temporarily closed to through traffic in accordance with Section 157 of these specifications. The Contractor shall furnish and place traffic control barricades and signs in order to allow the public access to properties. Signs shall be placed at each end of the project, including all side streets. The Contractor shall use additional cones, delineators and barricades to keep vehicular and pedestrian traffic out of the immediate construction zone of the Contractor. See Section 157 of these specifications.

### **157.3 PEDESTRIAN ACCESS:**

The Contractor shall so conduct their operations as to cause the least possible obstruction and inconvenience to the public and the Owners and occupants of abutting properties and their visitors. The Contractor shall maintain convenient pedestrian access at all times along all walking paths abutting the project. Project security as related to pedestrian access shall be the responsibility of the Contractor.

### **157.4 MEASUREMENT AND PAYMENT:**

The Contractor shall include in the contract bid sum, sufficient funds as may be required for supplying all labor, equipment and materials necessary for the proper regulation of traffic. This will be paid for under the bid item for "Temporary Protection and Direction of Traffic".

END OF SECTION 157

## **SECTION 160 – MATERIALS AND EQUIPMENT**

### **160.1 TRANSPORTATION AND HANDLING:**

The Contractor shall arrange for all product and material deliveries in accordance with the project schedule to avoid any unnecessary delays. Products and materials shall be delivered undamaged, in the manufacturer's original packaging, and with legible identifying labels intact. Immediately upon delivery, the Contractor shall inspect all products for compliance with the contract documents.

### **160.2 STORAGE AND PROTECTION:**

The Contractor shall store all products according to manufacturer's instructions. Before and after installation, the Contractor shall protect all products from damage and discoloration.

### **160.3 PRODUCT SUBSTITUTIONS AND OPTIONS:**

**160.3.01 Substitutions** – Substitutions will be considered, however, only substitutions approved by the Engineer shall be incorporated in the work. Each request for product substitution shall be made to the Engineer in writing and shall include:

- a. The identification of the specified product.
- b. The identification of the proposed substitution complete with manufacturer's literature and other information necessary for evaluation.
- c. All changes required in other work as a result of the proposed substitution.
- d. All cost increases as a result of the proposed substitution.
- e. Contractor shall provide a purchase order for the Engineer to evaluate proposed substitutions and/or subsequent approval by the City.

The Engineer shall be the sole judge of the acceptability of each proposed substitution.

#### **160.3.02 Contractor's Options:**

**160.3.02A** - For products specified by general standards, such as ASTM, etc., the Contractor shall select any product meeting the specified standard.

**160.3.02B** - For products specified by naming several manufacturers, the Contractor shall select any product manufactured by a specified manufacturer meeting the specifications.

**160.3.02C** - For products specified by "or approved equal", the Contractor shall submit requests for substitution as specified above.

**160.3.03 Inappropriate Products and Methods** - If the Contractor believes that any specified product, method, or system is inappropriate for use he shall so notify the Engineer before performing the work in question. Start of work shall constitute acceptance on the part of the Contractor that the specified products, methods, and systems are appropriate for the specified use.

END OF SECTION 160

## **SECTION 170 – CONTRACT CLOSEOUT**

When all on-site paving and related work is completed, including site cleanup, the Contractor shall notify the Engineer in writing that the project is ready for final inspection. The Engineer will make an inspection within **15** calendar days of receiving notification. The Engineer will notify the Contractor, in writing, within **10** calendar days thereafter. If all construction work required by the contract is found complete and satisfactory, this inspection will constitute the final inspection.

If any work is found incomplete or unsatisfactory, the Engineer will give written instructions as to what shall be done to satisfactorily complete the work. After complying with the Engineer's instructions, the Contractor shall follow the above procedures of notification, requesting a final inspection.

The Engineer will issue a notice to the Contractor when all the following work is satisfactorily completed:

- a. All work required under the contract;
- b. All change order work;
- c. The final trimming and cleanup work; and,
- d. All required certifications, bills, forms, and other documents are received from the Contractor.

#### **170.2 PROJECT SITE CLEAN-UP:**

Prior to the release of the retainer, the project site shall be cleared of any debris, trash, construction materials, or any other materials left on the site as a result of paving and striping construction of the project. 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. If the Contractor fails to commence the cleanup within 24 hours after directed by the Engineer, the Engineer may have the work performed by others. The cost shall be borne by the Contractor and may be deducted from payments due or to become due to the Contractor. After work

is completed and before final acceptance of the work, all areas affected by the work shall be neatly finished and all equipment, temporary structures, rubbish and waste shall be removed from the work area.

**END OF SECTION 170**

**END OF DIVISION ONE**

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## DIVISION TWO – SITEWORK

### SECTION 201 – MOBILIZATION

#### **201.1 DESCRIPTION:**

Mobilization shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for work on the project for traffic control; for premiums on bond and insurance for the project, and for other temporary work and operations which the Contractor must perform or costs he must include before beginning work on the project.

#### **201.2 MATERIALS:**

The Contractor shall provide all materials required to accomplish the work as specified.

#### **201.3 CONSTRUCTION:**

**201.3.01 General** - The Contractor shall set up construction facilities in a neat and orderly manner within designated or approved work areas.

#### **201.4 MEASUREMENT AND PAYMENT:**

**201.4.01 Measurement** for the performance of the mobilization work as above specified will be made at the lump sum amount for the item "Mobilization." The amounts to be allowed for "Mobilization" in the progress payment to be made under the contract price will be made as follows:

1. When 5% of the total contract amount, as modified by change order, is earned from other bid items, not including advances on materials, 50% of the amount bid for mobilization, or 5% of the total original contract amount, whichever is the least, less normal retainage, will be paid.
2. When 10% of the total contract amount, as modified by change order, is earned from other bid items, not including advances on materials, 100% of the amount bid for mobilization, or 10% of the total original contract amount, whichever is the least, less normal retainage, will be paid.
3. Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10% of the total original contract amount will be paid.

The above schedule of progress payments for mobilization shall not limit or preclude progress payments otherwise provided by the contract.

END OF SECTION 201

### SECTION 202 – TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC

#### **202.1 DESCRIPTION:**

This work consists of furnishing, installing, moving, operating, and maintaining signs, barricades, and other traffic control devices throughout the area affected by the project.

#### **202.2 MATERIALS:**

All materials used in temporary installations under this Section shall be in conformance with ODOT - MUTCD Specifications.

## **202.3 CONSTRUCTION:**

**202.3.01 General** - Protective and directional devices shall be provided by the Contractor as required, in addition to the specific signs and barricades shown on the Traffic Control Plan. The devices and their placement shall conform to the requirements of the ODOT specifications.

**202.3.02 Contractor's Plan and Schedule** - Prior to beginning the work, the Contractor shall submit a proposed Traffic Control Plan for protective and directional measures in compliance and approved by the Engineer. During the performance of the work, the Contractor shall submit any proposed revisions to the plan for the Engineer's approval. No work shall be started on any stage of construction until the Contractor's Traffic Control Plan has been approved and all approved traffic control devices are in place.

During construction, the Contractor shall determine if any protective and directional devices are required in addition to those in place and shall immediately notify the Engineer. The Contractor shall immediately make any changes approved or directed by the Engineer but shall not place or remove devices without prior approval from the Engineer.

**202.3.03 Maintenance** - The Contractor shall maintain all traffic devices in proper position, clean, and legible at all times. Vegetative growth or other materials shall be trimmed or removed to permit clear vision of the devices. Lights, beacons, and flashers shall be kept clean, visible and operable. The effectiveness of the installations shall be verified at frequent intervals, both in daylight and dark, by actual travel and inspection by the Contractor. Devices damaged or destroyed by any means shall be repaired, replaced, or restored by the Contractor.

The Contractor shall have a person on the job during working hours and on call at all other times, who will maintain all directional and warning devices in proper position and condition. The name and phone number for that person shall be on file with the Engineer and local law enforcement agencies.

**202.3.04 Barricades, Signs and Temporary Devices** used under these provisions remain the property of the Contractor and shall be moved, removed, or made inoperative as occasion dictates during the life of the contract. Inappropriate temporary or existing signs shall be covered or turned to preclude visibility to traffic. Flags shall be removed or rolled and completely covered with an opaque, black, non-reflective sheath. Upon completion of the work, the devices shall be removed from the project and evidence of their existence obliterated.

**202.3.05 Flaggers** shall have satisfactorily completed approved training courses.

**202.3.06 Lane Closures** - The Contractor shall obtain the Engineer's approval of proposed methods and timing of lane closures.

**202.3.07 Obstruction of Traffic** - The Contractor shall conduct work to assure the least possible obstruction to traffic. Work which would restrict or interrupt traffic movement shall not be performed on opposite sides of the traveled way at the same time. See also Section 101.2 Construction Sequencing.

## **202.4 MEASUREMENT AND PAYMENT:**

**202.4.01 General** - Measurement and payment for temporary protection and direction of traffic will include but not necessarily be limited to, the following work items:

- a. Furnishing and installing tubular markers, flashers, and other traffic control devices not covered by other pay items;
- b. Maintaining, moving and removing all devices;
- c. Placing, maintaining, and removing temporary sign covers;
- d. Providing for and furnishing electrical energy;
- e. Cleaning up and removing devices destroyed or damaged by public traffic;
- f. Furnishing, placing, maintaining, and removing temporary crushed rock ramps at driveways for temporary access;

- g. Maintaining all directional and warning devices; and
- h. Furnishing all other labor, materials, and equipment necessary to perform the temporary protection and direction of traffic.

**202.4.02 Lump Sum Basis** - Temporary protection and direction of traffic will be paid for on a lump sum basis for all required work. The Contractor shall include in the contract bid sum, sufficient funds as may be required for supplying all labor, equipment and materials necessary for the proper regulation of traffic. This will be paid for under the bid item for "Temporary Protection and Direction of Traffic".

#### END OF SECTION 202

### SECTION 224 – OVERLAY SHOULDER ROCK

#### **224.1 DESCRIPTION:**

This item includes all work necessary to furnish, place shoulder rock on a prepared subgrade for the overlay shoulder. This item of work also includes any additional work directed by the Engineer.

#### **224.2 MATERIALS:**

**224.2.01 Shoulder rock** shall be of the designated size  $\frac{3}{4}$  inch-minus and shall meet the requirements of ODOT 2018 Standard Specifications Subsection.

**224.2.02 Acceptance** will be based on periodic sample of the material in place along the shoulder.

#### **224.3 CONSTRUCTION:**

**224.3.01 Placing** - The Contractor shall haul and deposit the material so as to provide a homogeneous mixture of unsegregated and uniformly dispersed materials as placed in position on the overlay shoulder. The Contractor shall spread and strike off the material to the designated overlay, 2.0' beyond the overlay shoulder.

#### **224.4 MEASUREMENT AND PAYMENT:**

**224.4.01 Measurement** for the shoulder rock will be measured and paid for on a Per Ton measure basis for the item "Furnish and Install Shoulder Rock" to the limits called out by these specifications and the Engineer. The Contractor shall furnish the certified scale weight tickets upon request by the Engineer.

**224.4.02 Payment** for the shoulder rock will be at the unit contract price and shall constitute full compensation for supplying, placing, grading the shoulder rock next to the overlays.

#### END OF SECTION 224

### SECTION 250 – ASPHALT CONCRETE PAVEMENT

#### **250.1 DESCRIPTION:**

This item includes all work necessary for the construction of hot mix asphalt concrete pavements upon prepared foundations or base surfaces. The Contractor shall provide submittal information to the Engineer for approval on all materials, methods, equipment and HMAC mix design. Such submittal information shall be submitted a minimum of one (1) week prior to construction. Unless otherwise specified, the number of copies of submittal information that the Contractor shall submit shall be the number of copies that the Contractor requires to be returned plus two copies that will be retained by the Engineer.

#### **250.2 MATERIALS:**

All materials shall meet the requirements of the ODOT Standard Specifications, 2018 or most current edition, unless specifically noted herein.

**250.2.01A Asphalt Cement, Additives and Aggregate treatment** shall meet the requirements of Section 00744, Hot Mixed Asphalt Concrete (HMAC), ODOT Standard Specifications, 2018 or most current edition, and the requirements of ODOT, Standard Specifications for Asphalt Materials, 2018 or most current edition. Use PG 64-28 asphalt cement.

**250.2.01B 2018 Asphalt Cement and Additives** – Asphalt Cement and Additives - Furnish the following asphalt cement and additives:

(a) Asphalt Cement - Provide asphalt cement conforming to the requirement of ODOT's publication "Standard Specifications for Asphalt Materials". Copies of the publication are available from ODOT's website. The applicable Specifications are those contained in the current publication on the date the Project is advertised. Use the grade of asphalt that is specified.

(b) Asphalt Cement Additives - Use standard recognized asphalt cement additive products that are of known value for the intended purpose and approved for use on the basis of laboratory tests and capable of being thoroughly mixed. Do not use asphalt cement additives that have detrimental effects on the asphalt material. Do not use silicones as an additive. Add the following asphalt cement additives when required by the JMF:

- Anti-stripping asphalt cement additives to prevent stripping or separation of asphalt coatings from Aggregates to satisfy the TSR specified in 00744.13.
- Asphalt cement admixtures used to aid in the mixing or use of asphalt mixes.

**250.2.02 Mineral filler** shall conform to the requirements of AASHTO M17. Collector dust may be used as mineral filler, in whole or in part, provided the dust or the resultant mineral filler mixture conforms to the above requirements.

**250.2.03 Level 2 HMAC (class) of Concrete and Proportions of Materials** – The asphalt concrete mixture shall be of the level (class) as shown on the plans (Level 2 if not shown elsewhere) and shall conform to the requirements of ODOT, Standard Specifications for Asphalt Materials, 2018 or most current edition. The mix design shall be developed by the Contractor and shall meet Section 00744, Hot Mixed Asphalt Concrete (HMAC), ODOT Standard Specifications, 2018 or most current edition.

**250.2.04 Tack coat asphalt** shall be emulsified asphalt and meet the requirements of Section 00730, ODOT Standard Specifications, 2018 or most current edition.

### **250.3 CONSTRUCTION:**

**250.3.01 Foundation Preparation** - All bases and foundations shall be constructed to the condition prescribed under the applicable specification. Broken or ragged edges of existing Portland cement concrete or bituminous surfaces underlying or abutting the new pavement shall be trimmed back to firm material. Contact surfaces of structures in the paving area shall be treated with an asphalt tack coat prior to placing the asphalt concrete. Underlying surfaces of Portland cement concrete and designated areas of asphalt-deficient, fine-cracked or spalled bituminous material shall be treated with an asphalt tack coat prior to placing the asphalt concrete.

**250.3.02 Preparation and Acceptance of Foundation** – In general, aggregate bases will be constructed, graded and compacted by the Contractor. Following the completion of the base rock on that project, those streets shall be available for use by the public for local vehicular traffic to abutting properties, with traffic operations on the aggregate base course. The paving subcontractor for this project shall inspect the aggregate base immediately prior to paving operations and make recommendations to the Engineer for foundation preparation work to prepare the aggregate base for the paving work. Such foundation preparation work will not be considered as additional work but will be included in the normal foundation preparation work described above in this section.

**250.3.03 Existing Pavement Surfaces** – Existing pavement surfaces shall be cleaned of all loose material, dirt and dust by brooming, by flushing with water or by other approved methods. All vegetation on existing



asphalt surfaces shall be removed by first burning with a torch followed by careful removal of the burned vegetation by scraping and brooming.

**250.3.04 Weather Limitations** – Asphalt concrete mixtures shall be placed on dry prepared surfaces when the air temperature in the shade and the surface temperature is 55°F (15°C) and warmer. However, the Engineer may permit the Contractor to begin paving work if the temperature is 50°F or above and rising, and in the judgment of the Engineer will be 55°F in a reasonable period of time. Placing any mixture during rain or other adverse weather conditions will not be permitted, except that mix in transit at the time these adverse conditions occur may be laid if the following conditions are met:

- a. Mix is at proper temperature.
- b. Mix is covered during transit.
- c. Mix is placed on a foundation free of standing or flowing water.

**250.3.05 Tack coat asphalt** shall be applied to existing bituminous and Portland cement concrete surfaces prior to placing asphalt concrete per ODOT Standard Specifications. A tack coat is not required before placing ACP on Aggregate bases. Apply the Emulsified Asphalt with a pressure distributor conforming to ODOT Standard Specification, 00730.22, unless otherwise allowed. Apply the Emulsified Asphalt to the prepared surface at a rate between 0.05 and 0.20 gallons per square yard as directed and with the Emulsified Asphalt temperature between 140°F and 185°F as recommended by the manufacturer. Application rates for tack coat diluted according to ODOT Standard Specification 00730.11 will be increased as necessary to provide the same amount of residual asphalt as the application rates specified above.

It shall be applied only so far in advance of the asphalt concrete paving operations as is necessary in order to provide a tacky surface upon which to place the asphalt concrete.

Do not place hot mixed asphalt concrete Pavement or Emulsified Asphalt Concrete Pavement on the tack coat until the Emulsified Asphalt separates from the water (breaks), but before it loses its tackiness.

**250.3.06 Hot Mix Asphalt Concrete Pavers** – The HMAC paving operations shall meet the requirements of Section 00744 of ODOT Standard Specifications, 2018 or most current edition.

**250.3.07 Placing** - Asphalt concrete shall be at a temperature of between 285°F and 300°F at the time it is placed. (If the submitted Job Mix Formula, temperature-viscosity curve of the asphalt cement supports a lower temperature, it will be allowed by the Engineer.) Asphalt Concrete shall be placed in panels of such width as to hold to a practical minimum the number of longitudinal joints required. The longitudinal joints in any panel shall offset those joints in underneath panels by not less than 6 inches. Special care shall be taken at longitudinal joints to provide the required bond and density. The placing of asphalt concrete shall be a continuous operation as nearly as practicable. If the capacity of the paving machine exceeds the capacity of the hauling vehicles, the paving machine shall be operated at a reduced uniform speed so as to maintain a continuous operation.

**250.3.08 Overlay paving** shall be applied in a minimum of two lifts. The first lift shall be a leveling course, followed by a cover course or wearing course.

**250.3.09 Compaction and Rolling** – Longitudinal joints shall be rolled directly behind the paving machine. The first panel shall have vertical edges, and the abutting panel shall be tightly crowded against its edge. Material from the second panel shall be pushed over the surface of the first panel so as to develop an overlap of from 3 inches to 6 inches. Breakdown rolling shall immediately follow the rolling of the longitudinal joints and edges. Rollers shall be operated as close to the paving machine as necessary to obtain adequate density without causing undue displacement. The breakdown roller shall be operated with the drive roll or wheels nearest the paving machine. Exceptions may be made when working on steep slopes or super-elevated curves. Roller wheels shall be kept moist with only enough water to avoid picking up the material. Rollers shall move at a uniform speed not to exceed 3 mph for steel wheeled rollers. Rollers shall be in good condition and capable of being reversed without backlash. The line of rolling shall not be suddenly changed nor the direction of rolling suddenly reversed. Any pronounced change in direction of the roller shall be made on stable material. If rolling causes displacement of the material, the affected areas shall be loosened and restored to the original grade with loose material before being re-rolled. Heavy equipment, including rollers,

shall not be permitted to stand on finished surface before it has thoroughly cooled or set. The finished surface shall be true to line and grade, free of irregularities and roller wheel tracks.

Breakdown and intermediate rolling and the rolling of longitudinal joints shall be performed until the entire surface of each course has been compacted by at least six coverages of the roller(s). Breakdown and intermediate compaction shall be completed before the HMAC temperature drops below 180°F, unless otherwise directed. Steel-wheeled rollers shall have a gross static weight of at least 8 tons. Vibratory rollers shall be equipped with amplitude and frequency controls capable of at least 2000 vibrations per minute, shall be specifically designed to compact HMAC and shall have a gross static weight of at least 8 tons. Finish rolling shall be performed with additional coverages until all roller marks are eliminated. If steel-wheeled rollers are used for finish rolling, they shall have a gross static weight of at least 6 tons.

#### **250.4 MEASUREMENT AND PAYMENT:**

**250.4.01 Measurement** - of asphalt concrete pavement will be by weighing the mixed materials on a certified scale. The weight of asphalt concrete shall include the asphalt cement in the mixture. Certified plant mix temperatures at loading and weight slips shall be supplied to the Engineer at the point of delivery.

**250.4.02 Payment** will be at the contract price per ton for each category of the material placed and compacted to the designated depths and limits and/or furnished at the plant site and will be limited to not more than 105% of the calculated tonnage within the designated limits. Payment shall constitute full compensation for all work specified herein, either for furnishing the pavement materials only or for furnishing and installing the pavement materials as listed in the bid schedule.

**250.4.03 HMAC Level 2 Payment** will be measured and paid for on a per ton basis to the limits as shown on the construction drawings at a nominal compacted depth of 2".

**250.4.04 Tack Coat** – No separate payment will be made for the asphalt tack coat, the cost of which is to be included in one or more of the unit prices.

#### **250.4.05 Asphalt Berm Measurement and Payment**

**250.4.05.1 Measurement** - of the berm will be by the linear foot of the berm or water bar constructed.

**250.5.05.2 Payment** - shall include full compensation for furnishing all labor, materials, tools, equipment and other incidentals, for constructing the berm or water bar, complete in place, as directed by the Engineer.

**250.4.06 Asphalt Cement Price Adjustment** – An asphalt cement escalation/de-escalation clause will be in effect during the life of this contract. The price adjustment will use the Monthly Asphalt Cement Material Price (MACMP) established by the Oregon Department of Transportation (ODOT) on the first of each month. The price adjustment will use the MACMP for the month the contract was awarded as the Base Asphalt Cement Material Price "Base." The price adjustment will be determined by multiplying the Adjustment Factor, as established below, by six (6) percent and adding to the unit price for asphalt concrete pavement and pavement patching. The Monthly Asphalt Cement Adjustment Factor will be determined each month of the contract as follows:

- If the MACMP is within +/- 10% of the "Base", then there will be no adjustment.
- If the MACMP is more than 110% of the base, then:
  - Adjustment Factor = (MACMP) – (1.10 x "Base")
- If the MACMP is less than 90% of the base, then:
  - Adjustment Factor = (MACMP) – (.90 x "Base")

The "Base" price established for this contract is the MACMP for the contract date as established by ODOT.

**END OF SECTION 250**

## SECTION 255 – COLD PLANE PAVEMENT REMOVAL

### 255.1 DESCRIPTION

This item includes all work necessary for the removal of existing pavement to prepare a foundation for placing new surfacing.

### 255.2 EQUIPMENT

Provide self-propelled planing machines or grinders: Capable of loosening pavement material.

Capable of accurately establishing profile grades within a tolerance of 0.02 foot by reference from either the existing pavement or from independent grade control.

With a positive means for controlling cross slope elevations.

With a totally enclosed cutting drum with replaceable cutting teeth.

With an effective means for removing loosened material from the surface and for preventing dust from escaping into the air.

With a minimum 6 feet width planer or grinder, unless otherwise allowed.

### 255.3 CONSTRUCTION

**255.3.01 General** – Remove the existing pavement to the depth, width, grade, and cross section shown or as directed. The use of a heating device to soften pavement will not be permitted.

**255.3.02 Material** – Grindings shall be wastehailed to location specified by the City..

**255.3.03 Surface treatment** – All planed surfaces shall be cleaned and tack coated prior to placement of new asphalt pavement.

**255.3.04 Utility Locates** – Prior to planing, all utilities that may have utilities in the roadway structural section shall be contacted and prepared to restore damaged services. Property owners adjacent to the project shall be notified of potential temporary interruption in services.

**255.3.05 Pavement Removal Alternatives** – If unable to complete the Pavement removal according to the above, then within the same Day construct a wedge of asphalt concrete, at a Slope of 1V:10H or flatter along each exposed longitudinal drop-off, and 1V:50H or flatter along each exposed transverse drop-off. Place wedges completely across the milled area at intersections, points of beginning and ending of the milling operation, and around manholes, valve boxes and other Structures. Longitudinal drop-offs of 1 inch or less do not require a wedge. Maintain wedges as long as the area remains under traffic or until Pavement is replaced. Remove and dispose of wedges before placing new Pavement.

**255.3.06 Warning Signs** – Provide warning signs or flashing beacons, as required where abrupt or sloped drop-offs occur at the edge of the existing or new surface.

**255.3.07 Maintenance Under Traffic** – If the cold planed Pavement surface will be exposed to traffic, sweep and clean prior to allowing traffic to use the Roadway.

### 255.4 MEASUREMENT & PAYMENT

**255.4.01 Measurement** – Quantity of material removed, regardless of the thickness, will be determined by measuring the actual surface area, from which the material has been removed, to the nearest 0.1 foot and computed to the nearest 0.1 square yard.

**255.4.02 Payment** – for the accepted quantities of Work performed under this Section will be made at the Contract unit price, per square yard, for the item Cold Plan Pavement Removal, 2”-4” deep. Payment will be payment in full for furnishing all Equipment, labor, and incidentals necessary to complete the Work as specified. No separate or additional payment will be made for temporary wedges constructed, maintained, and removed, or the replacement of cutting teeth.

**END OF SECTION 255**

**SECTION 258 – PAVEMENT MARKINGS**

**258.1 DESCRIPTION:**

This item includes all work necessary for furnishing and installing striping and pavement markings.

**258.2 MATERIALS:**

**258.2.01 Striping Paint** shall be the alkyd resin type, ready mixed, white or yellow, as required, Type I, conforming to the requirements of AASHTO M248.

**258.2.02 Preformed thermoplastic pavement markings** shall be PREMARK PLUS as supplied by Flint Trading Co., (Thomasville, North Carolina, tel. 336-475-6600, www.flinttrading.com) or approved equal. The pavement markings shall contain factory applied surface beads, 30% glass beads by weight, for high retro-reflectivity. The thermoplastic material shall conform to AASHTO designation M249-79 (98), with the exception of the relevant differences due to the material being supplied in a preformed state.

**258.2.01A Graded Glass Beads** – The material shall contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent. Not more than twenty percent (20%) consists of irregular fused spheroids, or silica. The index of refraction shall not be less than 1.50. The material shall have factory applied coated surface beads in addition to the intermixed beads at a rate of 1 lb. (± 10%) per 11 sq. ft. These factory applied coated surface beads shall have the following specifications:

- 1) Minimum 80% rounds
- 2) Minimum refractive index of 1.5
- 3) Minimum SiO<sub>2</sub> Content of 70%
- 4) Maximum iron content of 0.1%

Size Gradation	% Retained
1400 μm (14 U.S. mesh)	0-3%
1180 μm (16 U.S. mesh)	2-10%
1000 μm (18 U.S. mesh)	10-30%
850 μm (20 U.S. mesh)	30-60%
600 μm (30 U.S. mesh)	50-80%
500 μm (35 U.S. mesh)	60-85%
355 μm (45 U.S. mesh)	95-100%
250 μm (60 U.S. mesh)	98-100%

**258.2.01B Pigments** – White: Sufficient titanium dioxide pigment shall be used to ensure a color similar to Federal Highway White, Color No. 17886, as per federal Standard 595. Yellow: Sufficient yellow pigment shall be used to ensure a color similar to Federal Highway Yellow, Color No. 13655, as per Federal Standard 595. The yellow pigment shall be of an organic nature only and contain no lead chromate.

**258.2.01C Heating Indicators** – The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents shall act as a visual cue during application that

the material has reached a molten state so satisfactory adhesion and proper bead embedment has been achieved and a post-application visual cue that the installation procedures have been followed.

**258.2.01D Skid Resistance** – The surface, with properly applied and embedded surface beads, shall provide a minimum resistance value of 45 BPN when tested according to ASTM E-303.

**258.2.01E Thickness** – The material shall be supplied at a minimum thickness of 125 mils (3.15 mm).

**258.2.01F Versatility** – As an option, turn arrows and combination arrows may come without surface applied glass beads, thus facilitating the use of those arrows as either left or right indicators, thereby reducing inventory requirements.

**258.2.01G Environmental Resistance** – The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

**258.2.01H Retroreflectivity** – The material, when applied in accordance with manufacturers guidelines, shall demonstrate a uniform level of sufficient nighttime retroreflection when tested in accordance to ASTM E1710-97. The applied material shall have an initial minimum intensity reading of 500  $\text{mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$  for white and 300  $\text{mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$  for yellow as measured with an LTL-2000 or LTL-X Retroreflectometer.

### **258.3 CONSTRUCTION:**

**258.3.01 Traffic Paint, General** – The Contractor will be responsible for spotting of the lines and markings to be painted and approval of the Engineer must be obtained before pavement marking may begin. The area to be painted shall be dry, clean and free of loose particles. The paint machine shall be of the spray type capable of satisfactorily applying the paint under pressure with a uniformity of feed through nozzles spraying directly upon the pavement.

**258.3.02 Striping Paint** shall be thoroughly mixed prior to application and shall be applied when the air temperature is above 40°F. The rate of application for paint shall not exceed 80 square feet per gallon (approximately 20 miles wet thickness). This rate is effectively 20 gallons of paint per mile of 4 inch width solid stripes. For narrower or wider or other marking, paint shall be applied at a proportional rate with the four-inch stripes.

**258.3.03 Thermoplastic Pavement Markings, General** – The Contractor will be responsible for spotting of the lines and markings to be installed and approval of the Engineer must be obtained before thermoplastic pavement marking may begin. The area to be marked shall be dry, clean and free of loose particles. The Contractor shall ensure that no moisture is present on the surface.

**258.3.04 Thermoplastic Pavement Markings** shall be applied on asphalt using the propane torch method recommended by the manufacturer. The material shall be able to be applied at ambient and road temperatures down to 32°F without any preheating of the pavement to a specific temperature. The material shall be able to be applied without the use of a thermometer. The pavement shall be clean, dry and free of debris. The material supplier shall enclose application instructions with each box/package of the thermoplastic pavement markings.

### **258.4 MEASUREMENT AND PAYMENT:**

**258.4.01 Stop Bars** – Measurement for stop bars will be made on a linear foot basis for the width and type of pavement markings listed in the bid schedule and installed. Payment will be at the contract price per linear foot and shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary or incidental to the specified work.

**END OF SECTION 258**

**END OF DIVISION TWO**

DRAFT

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**CITY OF WARRENTON  
CONTRACT FOR GOODS AND  
SERVICES**

CONTRACT:

This Contract, made and entered into this 27th day of July 2022, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Landmark Ford, 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: 2 Ford F-150's)

A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, dated July 26, 2022, 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 \$95,391.06 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a final invoice referencing Fire F150 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@ci.warrenton.or.us](mailto:ap@ci.warrenton.or.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 Linda Engbretson, City Manager.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Diana Pohl.

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.



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Dealer: F74022

2023 F-150

Page: 1 of 2

Order No: 9999 Priority: L2 Ord FIN: QS045 Order Type: 5B Price Level: 315  
Ord PEP: 301A Cust/Flt Name: WARRENTON PO Number:

RETAIL

RETAIL

W1E	F150 4X4 CREW	\$49220	X27	3.31 REG AXLE	NC
	145" WHEELBASE			7050# GVWR	
PQ	RACE RED			FLEET SPCL ADJ	NC
M	CLOTH 40/20/40			FRT LICENSE BKT	NC
S	MED DARK SLATE		425	50 STATE EMISS	NC
301A	EQUIP GRP	2230	52X	START-STOP REMV	(50)
	.XLT SERIES		53A	TRAILER TOW PKG	1325
	.8-WAY PWR SEAT				
	.AUTO TEMP CNTL			TOTAL BASE AND OPTIONS	57255
	.SIRIUSXM RADIO			XLT MID DISCOUNT	(1000)
	.SYNC 4			TOTAL	56255
	.17" SILVER ALUM			*THIS IS NOT AN INVOICE*	
998	3.5L V6 GTDI	2735			
44G	ELEC 10-SPDAUTO			* MORE ORDER INFO NEXT PAGE *	
	.265/70R-17			F8=Next	

2023 F-150

Page: 2 of 2

Order No: 9999 Priority: L2 Ord FIN: QS045 Order Type: 5B Price Level: 315  
Ord PEP: 301A Cust/Flt Name: WARRENTON PO Number:

RETAIL

RETAIL

	.TRL BRAKE CONTR				
	SP DLR ACCT ADJ				
	SP FLT ACCT CR				
	FUEL CHARGE				
B4A	NET INV FLT OPT	NC			
	DEST AND DELIV	1795			

TOTAL BASE AND OPTIONS	57255
XLT MID DISCOUNT	(1000)
TOTAL	56255

**STATE CONTRACT 1660 PRICING IS \$47,130**  
**+\$235.65 PRIV TAX**  
**+\$174.38 CAT TAX**  
**+\$155.50 E-PLATES**