



# City of Warrenton City Commission Agenda

City Hall, 225 S. Main Warrenton, OR 97146  
Tuesday, July 22, 2025

\*\*\*The meeting will be broadcast via Zoom at the following link\*\*\*

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

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

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

You may provide public comment using the following methods:

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

## City Commission Regular Meeting 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar
  - A. City Commission Meeting Minutes 2025.07.08
  - B. Police Department Monthly Report – June 2025
  - C. Monthly Finance Report – May 2025
4. Badge Pinning & Oath of Office – Officer Blanton
5. Commissioner Reports
6. Public Comment
7. Public Hearings – None
8. Business Items
  - A. Consideration of Request to Advertise for Bids – Refuse Truck
  - B. Consideration of Request to Award Construction Contract for Iredale Culvert Replacement Project (Phase 2)
9. Discussion Items
  - A. Shopping Cart Ordinance
  - B. Fire Department Safety Fees
10. Good of the Order

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.

## **11. Executive Session**

## **12. Adjournment**



# City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, July 8, 2025

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

| Commission Members      | Present | Excused |
|-------------------------|---------|---------|
| Gerald Poe              | X       |         |
| Jessica Sollaccio       | X       |         |
| Tom Dyer                | X       |         |
| Paul Mitchell           | X       |         |
| Henry Balensifer, Mayor | X       |         |

| Staff Members Present       |                                  |
|-----------------------------|----------------------------------|
| City Manager Esther Moberg  | City Recorder Dawne Shaw         |
| Police Chief Mathew Workman | Library Director Joshua Saranpaa |

Mayor Balensifer stated item 3 is stricken from the agenda and requested add item 8A, Board Appointments. There was unanimous consent.

3. Badge Pinning and Oath of Office – Officer Blanton (Stricken from agenda)
4. Consent Calendar

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

- A. City Commission Meeting Minutes 2025.06.24
- B. Community Library Board Meeting Minutes 2025.03.12
- C. Community Library Board Meeting Minutes 2025.03.19

|                  |  |            |            |                |                |
|------------------|--|------------|------------|----------------|----------------|
| <b>Motion:</b>   | Move to approve the consent calendar as presented. |            |            |                |                |
| <b>Moved:</b>    | Dyer   |            |            |                |                |
| <b>Seconded:</b> | Poe  | <b>Aye</b> | <b>Nay</b> | <b>Abstain</b> | <b>Recused</b> |
| <b>Vote:</b>     | Poe  | X          |            |                |                |
|                  | Dyer   | X          |            |                |                |
|                  | Sollaccio  | X          |            |                |                |
|                  | Mitchell   | X          |            |                |                |
|                  | Balensifer   | X          |            |                |                |
| <b>Passed:</b>   | 5/0  |            |            |                |                |

## 5. Commissioner Reports

Commissioner Sollaccio noted the great turnout at the 4<sup>th</sup> of July parade.

Mayor Balensifer noted the settlement agreement between the Oregonians for Floodplain Protection and FEMA. He noted they are still waiting on a response from FEMA. He echoed Commissioner Sollaccio's comments on the 4<sup>th</sup> of July.

## 6. Public Comment

Tony Faletti inquired on paving, Hammond Marina lighting and Seafarers Park repairs. City Manager Esther Moberg provided an update on the paving projects.

## 7. Public Hearings

### A. Establish Regulation Regarding Smoke Shops; Ordinance No. 1294:

Mayor Balensifer opened the Public Hearing on Establishing Regulations Regarding Smoke Shops. Formalities followed. Commissioner Mitchell noted he attended the Planning Commission meeting; no additional conflicts of interest were reported. City Manager Esther Moberg presented the staff report. She noted the Planning Commission would like further discussion on time, place, and manner restrictions in the Hammond area as well. Mayor Balensifer asked for clarification on products sold in vending machines; Moberg noted that language was advised by legal counsel. Commissioner Sollaccio asked about the decision on the percentage; Moberg responded. Brief discussion continued. Mayor Balensifer noted the written comments submitted for the record.

Mayor Balensifer asked for public comment. Nicole Bain spoke in favor of the ordinance. No one spoke in opposition or neutral. There being no further comments, Mayor Balensifer closed the public testimony section of the hearing and noted the record will remain open until 5 pm July 10, 2025. Mayor Balensifer closed the public hearing.

|                  |  |            |            |                |                |
|------------------|--|------------|------------|----------------|----------------|
| <b>Motion:</b>   | Move to declare an emergency exists relating to the adoption for Ordinance 1294. |            |            |                |                |
| <b>Moved:</b>    | Dyer   |            |            |                |                |
| <b>Seconded:</b> | Sollaccio  | <b>Aye</b> | <b>Nay</b> | <b>Abstain</b> | <b>Recused</b> |
| <b>Vote:</b>     | Poe  | X          |            |                |                |
|                  | Dyer   | X          |            |                |                |
|                  | Sollaccio  | X          |            |                |                |
|                  | Mitchell   | X          |            |                |                |
|                  | Balensifer   | X          |            |                |                |
| <b>Passed:</b>   | 5/0  |            |            |                |                |



|                  |   |            |            |                |                |
|------------------|---|------------|------------|----------------|----------------|
| <b>Motion:</b>   | Move to approve DCR-25-1 and conduct the first reading, in full, of Ordinance No. 1294; Amending Warrenton Municipal Code Title 16 Development Code subjecting smoke shops within the City of Warrenton to reasonable time, manner and place regulations as presented in the Staff Report and Draft Findings. |            |            |                |                |
| <b>Moved:</b>    | Mitchell  |            |            |                |                |
| <b>Seconded:</b> | Dyer  | <b>Aye</b> | <b>Nay</b> | <b>Abstain</b> | <b>Recused</b> |
| <b>Vote:</b>     | Poe   | X          |            |                |                |
|                  | Dyer  | X          |            |                |                |
|                  | Sollaccio   | X          |            |                |                |
|                  | Mitchell  | X          |            |                |                |
|                  | Balensifer  | X          |            |                |                |
| <b>Passed:</b>   | 5/0   |            |            |                |                |

Mayor Balensifer conducted the first reading of Ordinance No. 1294, in full.

|                  |  |            |            |                |                |
|------------------|--|------------|------------|----------------|----------------|
| <b>Motion:</b>   | Move to amend Ordinance No. 1294 section 5, to strike when passed by the City Commission and signed by the mayor and to replace it with “on July 11 <sup>th</sup> 2025.” |            |            |                |                |
| <b>Moved:</b>    | Poe  |            |            |                |                |
| <b>Seconded:</b> | Dyer   | <b>Aye</b> | <b>Nay</b> | <b>Abstain</b> | <b>Recused</b> |
| <b>Vote:</b>     | Poe  | X          |            |                |                |
|                  | Dyer   | X          |            |                |                |
|                  | Sollaccio  | X          |            |                |                |
|                  | Mitchell   | X          |            |                |                |
|                  | Balensifer   | X          |            |                |                |
| <b>Passed:</b>   | 5/0  |            |            |                |                |

|                  |   |            |            |                |                |
|------------------|---|------------|------------|----------------|----------------|
| <b>Motion:</b>   | Move to conduct the second reading by title only. |            |            |                |                |
| <b>Moved:</b>    | Sollaccio   |            |            |                |                |
| <b>Seconded:</b> | Dyer  | <b>Aye</b> | <b>Nay</b> | <b>Abstain</b> | <b>Recused</b> |
| <b>Vote:</b>     | Poe   | X          |            |                |                |
|                  | Dyer  | X          |            |                |                |
|                  | Sollaccio   | X          |            |                |                |
|                  | Mitchell  | X          |            |                |                |
|                  | Balensifer  | X          |            |                |                |
| <b>Passed:</b>   | 5/0   |            |            |                |                |

Mayor Balensifer conducted the second reading, by title only, of Ordinance No. 1294.

|                  |                                   |            |            |                |                |
|------------------|-----------------------------------|------------|------------|----------------|----------------|
| <b>Motion:</b>   | Move to adopt Ordinance No. 1294. |            |            |                |                |
| <b>Moved:</b>    | Dyer                              |            |            |                |                |
| <b>Seconded:</b> | Mitchell                          | <b>Aye</b> | <b>Nay</b> | <b>Abstain</b> | <b>Recused</b> |
| <b>Vote:</b>     | Poe                               | X          |            |                |                |

|                |            |   |  |  |  |
|----------------|------------|---|--|--|--|
|                | Dyer       | X |  |  |  |
|                | Sollaccio  | X |  |  |  |
|                | Mitchell   | X |  |  |  |
|                | Balensifer | X |  |  |  |
| <b>Passed:</b> | 5/0        |   |  |  |  |

## 8. Business Items

### A. Consideration of Committee Appointments:

Mayor Balensifer discussed board appointments; he noted the nominees for Planning Commission, Budget Committee and Community Center; Nicole Bian gave a few comments.

|                |   |             |               |
|----------------|---|-------------|---------------|
| <b>Motion:</b> | Mayor Balensifer noted they will conduct a roll call appointment for the Planning Commission. | <b>Bain</b> | <b>Warren</b> |
| <b>Vote:</b>   | Mitchell  |             | X             |
|                | Dyer  | X           |               |
|                | Sollaccio   | X           |               |
|                | Poe   | X           |               |

|                  |   |            |            |                |                |
|------------------|---|------------|------------|----------------|----------------|
| <b>Motion:</b>   | Move to appoint Nicole Bian to position 7 on the Planning Commission with a term commencing immediately, ending 12/31/2027. |            |            |                |                |
| <b>Moved:</b>    | Sollaccio   |            |            |                |                |
| <b>Seconded:</b> | Dyer  | <b>Aye</b> | <b>Nay</b> | <b>Abstain</b> | <b>Recused</b> |
| <b>Vote:</b>     | Sollaccio   | X          |            |                |                |
|                  | Dyer  | X          |            |                |                |
|                  | Poe   | X          |            |                |                |
|                  | Mitchell  |            | X          |                |                |
|                  | Balensifer  | X          |            |                |                |
| <b>Passed:</b>   | 4/1   |            |            |                |                |

|                  |  |            |            |                |                |
|------------------|--|------------|------------|----------------|----------------|
| <b>Motion:</b>   | Move to appoint Carla Gonzalez to Position No. 3 on the Warrenton City Budget Committee and setting her term of office for Position No. 3. |            |            |                |                |
| <b>Moved:</b>    | Sollaccio  |            |            |                |                |
| <b>Seconded:</b> | Dyer   | <b>Aye</b> | <b>Nay</b> | <b>Abstain</b> | <b>Recused</b> |
| <b>Vote:</b>     | Sollaccio  | X          |            |                |                |
|                  | Dyer   | X          |            |                |                |
|                  | Poe  | X          |            |                |                |
|                  | Mitchell   | X          |            |                |                |
|                  | Balensifer   | X          |            |                |                |
| <b>Passed:</b>   | 5/0  |            |            |                |                |

|                  |   |            |            |                |                |
|------------------|---|------------|------------|----------------|----------------|
| <b>Motion:</b>   | Move to appoint Carla Gonzalez to Position No. 1 on the Warrenton Community Center Advisory Board and setting her term of office for Position No. 1 |            |            |                |                |
| <b>Moved:</b>    | Poe   |            |            |                |                |
| <b>Seconded:</b> | Dyer  | <b>Aye</b> | <b>Nay</b> | <b>Abstain</b> | <b>Recused</b> |
| <b>Vote:</b>     | Sollaccio   | X          |            |                |                |
|                  | Dyer  | X          |            |                |                |
|                  | Poe   | X          |            |                |                |
|                  | Mitchell  | X          |            |                |                |
|                  | Balensifer  | X          |            |                |                |
| <b>Passed:</b>   | 5/0   |            |            |                |                |

**9. Discussion items – None**

**10. Good of the Order**

Commissioner Dyer noted the new location of the Clipper Station.

Commissioner Sollaccio asked if there are still additional openings on the Parks Advisory Board; Mayor Balensifer noted that there are two vacancies. She noted a potential conflict for the smoke shop ordinance as she owns a building on Main St. She shared a legislative update on childcare.

Mayor Balensifer noted he was pleased that ODOT is not closing the Astoria maintenance station.

**11. Executive Session**

**12. Adjournment**

There being no further business, Mayor Balenisfer adjourned the meeting at 6:34 pm.

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

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 22, 2025  
RE: June 2025 Stats Report

## Upcoming Dates:

- 07/23 – 911 Subscriber Meeting
- 08/01 to 08/31 Buoy 10 Fishing
- 08/07 – WPD Training Day
- 08/21 – LEA Meeting
- 08/22 – WGS Community Resource Fair

## Highlights Since the Last Report:

- 06/25 – 911 Subscriber Meeting
- 07/03 – Police Officer Applicant Interviews
- 07/04 – July 4th Parade
- 07/17 – LEA Meeting
- 07/23 – 911 Subscriber Meeting

## Traffic Statistic Highlights:

- Two (2) DUI Arrests – Alcohol
- Nineteen (19) Driving While Suspended Citations/Arrests
- Five (5) Careless Driving Citations/Arrests
- One (1) Speeding Citation
- Five (5) Failure to Yield or Traffic Control Device Citations
- Two (2) Following Too Close Citations
- Twenty-Two (22) Insurance Citations
- One (1) Fail to Install Interlock Device Citation
- Five (5) Driver's License Citations
- Nine (9) License/Registration Citations
- One Hundred Twenty-One (121) other Citations and Warnings
- Sixteen (16) Traffic Crash Investigations
- **Citation vs Warning: 193 Traffic Stops: 72 Citations, 121 Warnings; Warning 63% of the time.**

## Overall Statistics:

| June Statistics (% changes are compared to 2025) |       |       |       |      |       |       |       |
|--|-------|-------|-------|------|-------|-------|-------|
| Category   | 2025  | 2024  | % Chg | 2023 | % Chg | 2022  | % Chg |
| Calls for Service                                | 719   | 801   | -10%  | 787  | -9%   | 724   | -1%   |
| Incident Reports                                 | 200   | 228   | -12%  | 210  | -5%   | 203   | -1%   |
| Arrests/Citations                                | 119   | 110   | 8%    | 87   | 37%   | 141   | -16%  |
| Traffic Stops/ Events                            | 193   | 239   | -19%  | 179  | 8%    | 186   | 4%    |
| DUI's  | 2     | 4     | -50%  | 2    | 0%    | 5     | -60%  |
| Traffic Crashes                                  | 16    | 15    | 7%    | 10   | 60%   | 12    | 33%   |
| Property Crimes                                  | 97    | 120   | -19%  | 118  | -18%  | 112   | -13%  |
| Person Crimes                                    | 49    | 76    | -36%  | 61   | -20%  | 76    | -36%  |
| Drug/Narcotics Calls                             | 8     | 7     | 14%   | 10   | -20%  | 2     | 300%  |
| Animal Calls                                     | 21    | 36    | -42%  | 40   | -48%  | 33    | -36%  |
| Officer O.T.                                     | 188.3 | 181.3 | 4%    | 94   | 100%  | 150.8 | 25%   |
| Reserve Hours                                    | 0     | 0     | 0%    | 0    | 0%    | 0     | 0%    |



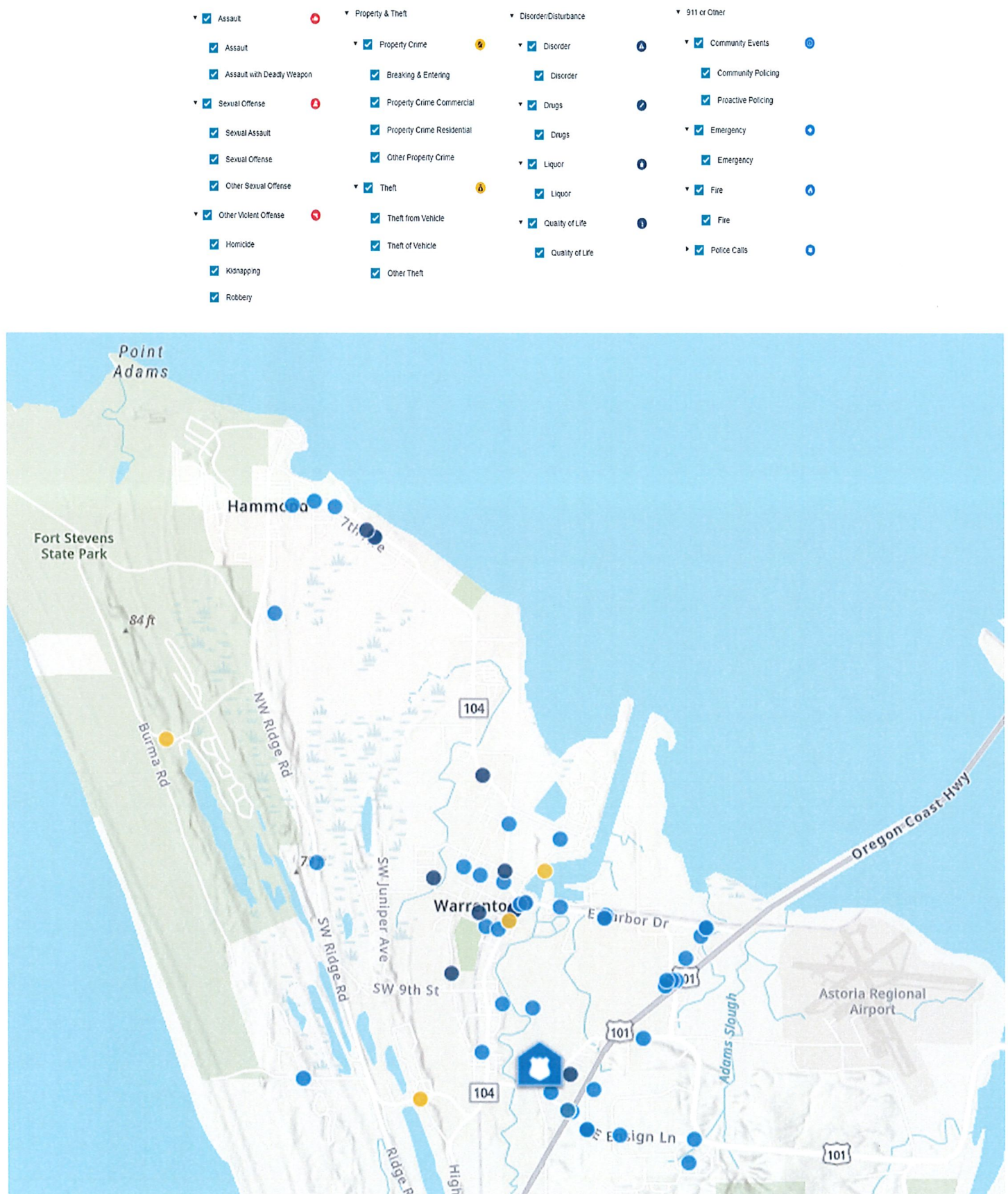
| Category              | Jan    | Feb  | Mar  | Apr    | May  | Jun    | Jul | Aug | Sep | Oct |
|-----------------------|--------|------|------|--------|------|--------|-----|-----|-----|-----|
| Calls for Service     | 644    | 581  | 654  | 723    | 854  | 719    |     |     |     |     |
| Incident Reports      | 205    | 190  | 224  | 237    | 255  | 200    |     |     |     |     |
| Arrests/Citations     | 91     | 63   | 103  | 92     | 89   | 119    |     |     |     |     |
| Traffic Stops/ Events | 160    | 110  | 132  | 249    | 304  | 193    |     |     |     |     |
| DUII's                | 8      | 3    | 2    | 1      | 1    | 2      |     |     |     |     |
| Traffic Crashes       | 20     | 20   | 17   | 17     | 17   | 16     |     |     |     |     |
| Property Crimes       | 76     | 56   | 90   | 67     | 119  | 97     |     |     |     |     |
| Person Crimes         | 61     | 62   | 50   | 55     | 61   | 49     |     |     |     |     |
| Drug/Narcotics Calls  | 4      | 1    | 2    | 3      | 4    | 8      |     |     |     |     |
| Animal Calls          | 22     | 29   | 18   | 26     | 33   | 21     |     |     |     |     |
| Officer O.T.          | 160.25 | 54.5 | 85.1 | 105.25 | 79.5 | 188.25 |     |     |     |     |
| Reserve Hours         | 0      | 0    | 0    | 0      | 0    | 0      |     |     |     |     |

| Category              | Nov | Dec | 2025 YTD | 2025 Estimate | 2024   | 2025 v 2024 | 2023 | 2024 v. 2023 | 2022   | 2025 v. 2022 |
|-----------------------|-----|-----|----------|---------------|--------|-------------|------|--------------|--------|--------------|
| Calls for Service     |     |     | 4175     | 8350          | 8458   | -1%         | 9084 | -8%          | 8050   | 4%           |
| Incident Reports      |     |     | 1311     | 2622          | 2618   | 0%          | 2529 | 4%           | 2484   | 6%           |
| Arrests/Citations     |     |     | 557      | 1114          | 1317   | -15%        | 1335 | -17%         | 1602   | -30%         |
| Traffic Stops/ Events |     |     | 1148     | 2296          | 2215   | 4%          | 2369 | -3%          | 1848   | 24%          |
| DUII's                |     |     | 17       | 34            | 27     | 26%         | 30   | 13%          | 34     | 0%           |
| Traffic Crashes       |     |     | 107      | 214           | 209    | 2%          | 217  | -1%          | 168    | 27%          |
| Property Crimes       |     |     | 505      | 1010          | 1190   | -15%        | 1127 | -10%         | 1204   | -16%         |
| Person Crimes         |     |     | 338      | 676           | 786    | -14%        | 825  | -18%         | 811    | -17%         |
| Drug/Narcotics Calls  |     |     | 22       | 44            | 56     | -21%        | 60   | -27%         | 40     | 10%          |
| Animal Calls          |     |     | 149      | 298           | 307    | -3%         | 335  | -11%         | 273    | 9%           |
| Officer O.T.          |     |     | 672.85   | 1345.7        | 1635.3 | -18%        | 1572 | -14%         | 2212.8 | -39%         |
| Reserve Hours         |     |     | 0        | 0             | 0      | 0%          | 0    | 0%           | 0      | 0%           |

| June Homeless Incidents |                                     | 2025       | 2024       | 2023       | 2022       |
|-------------------------|-------------------------------------|------------|------------|------------|------------|
|                         | Code 40 (Normal)                    | 41         | 65         | 62         | 31         |
|                         | Code 41 (Aggressive)                | 5          | 8          | 4          | 1          |
|                         | <b>June Monthly Total:</b>          | <b>46</b>  | <b>73</b>  | <b>66</b>  | <b>32</b>  |
|                         | <b>YTD Total Homeless Incidents</b> | <b>203</b> | <b>283</b> | <b>203</b> | <b>172</b> |
| June Elk Incidents      |                                     | 2025       | 2024       | 2023       | 2022       |
|                         | Interaction:                        | 1          | 0          | 1          | 1          |
|                         | Traffic Accidents:                  | 0          | 0          | 0          | 0          |
|                         | Traffic Complaints:                 | 0          | 0          | 0          | 0          |
|                         | <b>June Monthly Total:</b>          | <b>1</b>   | <b>0</b>   | <b>1</b>   | <b>1</b>   |
|                         | <b>YTD Total Elk Incidents</b>      | <b>3</b>   | <b>6</b>   | <b>13</b>  | <b>7</b>   |



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



**Volume 18, Issue 11**

**Monthly Finance Report  
May 2025**

**July 22, 2025**

### Economic Indicators

|                       | Current | 1 year ago |
|-----------------------|---------|------------|
| ◆ Interest Rates:     |         |            |
| LGIP :                | 4.6%    | 5.2%       |
| Prime Rate:           | 7.5%    | 8.5%       |
| ◆ CPI-U change:       | 2.4%    | 3.3%       |
| ◆ Unemployment Rates: |         |            |
| Clatsop County:       | 4.2%    | 3.5%       |
| Oregon:               | 4.8%    | 3.4%       |
| U.S.:                 | 4.6%    | 3.7%       |

### Department Statistics

|                              |       |
|------------------------------|-------|
| ◆ Utility Bills mailed       | 3,139 |
| ◆ New Service Connections    | 2     |
| ◆ Reminder Letters           | 266   |
| ◆ Door Hangers               | 70    |
| ◆ Water Service Discontinued | 8     |
| ◆ Counter payments           | 422   |
| ◆ Mail payments              | 656   |
| ◆ Auto Pay Customers/pmts    | 646   |
| ◆ Online (Web) payments      | 1,808 |
| ◆ Checks issued              | 364   |

### Current and Pending Projects

- ◆ Insurance Renewals
- ◆ Audit Preparation
- ◆ Recruitment for Vacant Position

## Financial Narrative as of May 31, 2025

**Note:** Revenues and expenses should track at 11/12 or 91.7% of the budget.

**General Fund:** Year to date revenues amount to \$5,124,531, which is 90.1% of the budget, compared to the prior year amount of \$5,583,958, which was 90.3% of the budget and are down by \$559,427. Increases are shown in property tax, franchise fees, transient room tax, liquor licenses, planning fees, police charges, fire charges, park charges, leases, food pod receipts and proceeds from sale of assets and are offset by decreases in state revenue sharing, municipal court, miscellaneous, interest and donations.

Expenses year to date amount to \$5,381,089, which is 80% of the budget, compared to the prior year amount of \$5,519,418, which was 82% of the budget. All departments are tracking under budget.

**WBL:** Business license revenue amounts to \$84,455, compared to \$84,371 at this time last year. Year to date licenses issued is 772 compared to 759 at this time last year.

**Building Department:** Permit revenues this month amount to \$11,187 and \$214,935 year to date, which is 121% of the budgeted amount. Last year to date permit revenue was \$136,874, 51.1% of the budget.

**State Tax Street:** State gas taxes received this month amount to \$37,207 for fuel sold in April and \$389,642 year to date.

City fuels taxes received this month amount to \$22,748 for fuel sold in March and are \$238,803 year to date. Total gas taxes received year to date are \$628,445 compared to \$689,305 at this time last year.

**Warrenton Marina:** Total revenues to date are \$769,941, 105.6% of the budgeted amount, compared to the prior year amount of \$798,334, which was 106.7% of the budgeted amount. There is \$60,293 in moorage receivables outstanding.

**Hammond Marina:** Total revenues to date are \$485,729, 105.8% of the budgeted amount, compared to the prior year amount of \$474,163, which was 113.1% of the budgeted amount. There is \$3,900 in moorage receivables outstanding.

Of the total outstanding receivables:

\$9,585 (14.93%) is current,

\$3,964 (6.18%) is 30-60 days past due,

\$5,116 (7.97%) is 60-90 days past due and

\$45,528 (70.92%) is over 90 days past due.

**Water Fund:** Utility fees charged this month are \$173,814 and \$116,945, and \$2,468,160 and \$1,715,545 year to date for in-city and out-city respectively and totals \$4,183,705 and is 95.7% of the budget. Last year at this time, year to

date fees were \$2,403,449 and \$1,437,383, for in-city and out-city, respectively and totaled \$3,840,832.

**Sewer Fund:** Utility fees charged this month are \$262,626 and \$2,926,857 year to date, which is 100.8% of the budget. Last year at this time, year to date fees were \$2,762,194. Shoreline Sanitary fees year to date are \$141,039. Total utility revenues year to date are \$3,069,896 compared to \$2,896,510 at this time last year.

**Storm Sewer:** Utility fees (20% of sewer fees) this month are \$52,501 and \$585,088 year to date and is 94.8% of the budget. Last year to date revenues were \$551,457 which was 100.6% of the budget.

**Sanitation Fund:** Service fees charged this month for garbage and recycling were \$95,530 and \$22,149, and \$1,120,100 and \$238,769, year to date, and are 93.5% and 100% of the budget respectively.

**Community Center Fund:** Rental revenue year to date is \$70,426 and is 352% of the budget. Last year to date revenue was \$55,074, which was 275.4% of the budget.

**Financial data as of May 2025**

|                        | General Fund  |              |           |             |
|------------------------|---------------|--------------|-----------|-------------|
|                        | Current Month | Year to Date | Budget    | % of Budget |
| Beginning Fund Balance | 2,463,320     | 2,602,003    | 1,850,000 | 140.65      |
| Plus: Revenues         | 303,487       | 5,124,531    | 5,690,803 | 90.05       |
| Less: Expenditures     |               |              |           |             |
| Municipal Court        | 16,395        | 163,972      | 212,822   | 77.05       |
| Admin/Comm/Fin(ACF)    | 80,070        | 1,360,943    | 1,596,972 | 85.22       |
| Planning               | 36,289        | 273,345      | 444,512   | 61.49       |
| Police                 | 202,082       | 2,048,118    | 2,678,362 | 76.47       |
| Fire                   | 71,219        | 1,099,218    | 1,233,234 | 89.13       |
| Parks                  | 15,307        | 164,715      | 286,839   | 57.42       |
| Transfers              | -             | 270,778      | 270,778   | 100.00      |
| Total Expenditures     | 421,362       | 5,381,089    | 6,723,519 | 80.03       |
| Ending Fund Balance    | 2,345,445     | 2,345,445    | 817,284   | 286.98      |

(see details of revenue, page 4)

|                        | WBL           |              |         |             |
|------------------------|---------------|--------------|---------|-------------|
|                        | Current Month | Year to Date | Budget  | % of Budget |
| Beginning Fund Balance | 180,388       | 150,786      | 130,000 | 115.99      |
| Plus: Revenues         | 1,210         | 93,890       | 65,800  | 142.69      |
| Less: Expenditures     | 330           | 63,408       | 77,038  | 82.31       |
| Ending Fund Balance    | 181,268       | 181,268      | 118,762 | 152.63      |

|                        | Building Department |              |         |             |
|------------------------|---------------------|--------------|---------|-------------|
|                        | Current Month       | Year to Date | Budget  | % of Budget |
| Beginning Fund Balance | 485,662             | 483,082      | 460,000 | 105.02      |
| Plus: Revenues         | 13,650              | 246,255      | 206,480 | 119.26      |
| Less: Expenditures     | 31,962              | 261,987      | 481,132 | 54.45       |
| Ending Fund Balance    | 467,350             | 467,350      | 185,348 | 252.15      |

|                        | State Tax Street |              |           |             |
|------------------------|------------------|--------------|-----------|-------------|
|                        | Current Month    | Year to Date | Budget    | % of Budget |
| Beginning Fund Balance | 3,069,322        | 3,241,761    | 3,300,000 | 98.24       |
| Plus: Revenues         | 83,188           | 923,920      | 4,350,625 | 21.24       |
| Less: Expenditures     | 34,276           | 1,047,447    | 5,215,225 | 20.08       |
| Ending Fund Balance    | 3,118,234        | 3,118,234    | 2,435,400 | 128.04      |

|                        | Warrenton Marina |              |         |             |
|------------------------|------------------|--------------|---------|-------------|
|                        | Current Month    | Year to Date | Budget  | % of Budget |
| Beginning Fund Balance | 572,552          | 451,107      | 410,000 | 110.03      |
| Plus: Revenues         | 20,074           | 769,941      | 729,364 | 105.56      |
| Less: Expenditures     | 47,680           | 676,102      | 892,096 | 75.79       |
| Ending Fund Balance    | 544,946          | 544,946      | 247,268 | 220.39      |



**Financial data as of May 2025, continued**

|                        | Hammond Marina   |                  |                  |               | Water Fund  |                  |                  |               |
|------------------------|------------------|------------------|------------------|---------------|---|------------------|------------------|---------------|
|                        | Current Month    | Year to Date     | Budget           | % of Budget   | Current Month   | Year to Date     | Budget           | % of Budget   |
| Beginning Fund Balance | 396,710          | 322,296          | 275,000          | 117.20        | 2,713,137   | 2,101,761        | 2,000,000        | 105.09        |
| Plus: Revenues         | 9,649            | 485,729          | 459,022          | 105.82        | 340,954   | 4,781,421        | 7,381,792        | 64.77         |
| Less: Expenditures     | 24,577           | 426,243          | 563,469          | 75.65         | 189,604   | 4,018,695        | 7,703,880        | 52.16         |
| Ending Fund Balance    | <u>381,782</u>   | <u>381,782</u>   | <u>170,553</u>   | <u>223.85</u> | <u>2,864,487</u>  | <u>2,864,487</u> | <u>1,677,912</u> | <u>170.72</u> |
|                        | Sewer Fund       |                  |                  |               | Storm Sewer   |                  |                  |               |
|                        | Current Month    | Year to Date     | Budget           | % of Budget   | Current Month   | Year to Date     | Budget           | % of Budget   |
| Beginning Fund Balance | 3,068,015        | 3,355,550        | 3,100,000        | 108.24        | 2,196,196   | 1,837,304        | 1,515,000        | 121.27        |
| Plus: Revenues         | 315,897          | 3,787,311        | 3,430,625        | 110.40        | 150,516   | 906,630          | 1,737,264        | 52.19         |
| Less: Expenditures     | 182,900          | 3,941,849        | 4,990,921        | 78.98         | 28,579  | 425,801          | 2,283,391        | 18.65         |
| Ending Fund Balance    | <u>3,201,012</u> | <u>3,201,012</u> | <u>1,539,704</u> | <u>207.90</u> | <u>2,318,133</u>  | <u>2,318,133</u> | <u>968,873</u>   | <u>239.26</u> |
|                        | Sanitation Fund  |                  |                  |               | Community Center  |                  |                  |               |
|                        | Current Month    | Year to Date     | Budget           | % of Budget   | Current Month   | Year to Date     | Budget           | % of Budget   |
| Beginning Fund Balance | 568,440          | 593,041          | 560,000          | 105.90        | 84,353  | 62,718           | 60,000           | 104.53        |
| Plus: Revenues         | 121,524          | 1,329,078        | 1,388,710        | 95.71         | 1,593   | 82,171           | 26,800           | 306.61        |
| Less: Expenditures     | 113,509          | 1,345,664        | 1,432,337        | 93.95         | 2,189   | 61,132           | 66,716           | 91.63         |
| Ending Fund Balance    | <u>576,455</u>   | <u>576,455</u>   | <u>516,373</u>   | <u>111.64</u> | <u>83,757</u>   | <u>83,757</u>    | <u>20,084</u>    | <u>417.03</u> |
|                        | Library          |                  |                  |               | Warrenton Urban Renewal Agency<br>Capital Projects Fund |                  |                  |               |
|                        | Current Month    | Year to Date     | Budget           | % of Budget   | Current Month   | Year to Date     | Budget           | % of Budget   |
| Beginning Fund Balance | 280,982          | 229,299          | 220,000          | 104.23        | 6,703   | 6,487            | 6,400            | 101.36        |
| Plus: Revenues         | 8,412            | 308,101          | 283,879          | 108.53        | 31,949  | 994,484          | 1,800,000        | 55.25         |
| Less: Expenditures     | 22,125           | 270,131          | 333,445          | 81.01         | 31,928  | 994,247          | 1,806,400        | 55.04         |
| Ending Fund Balance    | <u>267,269</u>   | <u>267,269</u>   | <u>170,434</u>   | <u>156.82</u> | <u>6,724</u>  | <u>6,724</u>     | <u>-</u>         | <u>-</u>      |

**Financial data as of May 2025, continued****(\$ Cash Balances as of May 31, 2025)**

|                     |           |                  |           |                  |           |
|---------------------|-----------|------------------|-----------|------------------|-----------|
| General Fund        | 2,278,823 | Warrenton Marina | 494,402   | Storm Sewer      | 2,303,884 |
| WBL                 | 181,191   | Hammond Marina   | 381,568   | Sanitation Fund  | 529,514   |
| Building Department | 476,038   | Water Fund       | 2,669,742 | Community Center | 85,513    |
| State Tax Street    | 3,225,913 | Sewer Fund       | 3,209,728 | Library          | 268,090   |

**Warrenton Urban Renewal Agency**

|                  |           |
|------------------|-----------|
| Capital Projects | 17,213    |
| Debt Service     | 1,706,304 |

|                              |                         | Actual as<br>a<br>% of |                   |                                      |           | (over)<br>under<br>budget |
|------------------------------|-------------------------|------------------------|-------------------|--------------------------------------|-----------|---------------------------|
| General Fund<br>Revenues     | Collection<br>Frequency | 2024-2025<br>Budget    | Current<br>Budget | Collections/Accruals<br>Year to date |           |                           |
|                              |                         |                        |                   | May 2025                             | May 2024  |                           |
| Property taxes-current       | AP                      | 1,428,999              | 96.86             | 1,384,079                            | 1,309,072 | 44,920                    |
| Property taxes-prior         | AP                      | 30,000                 | 86.14             | 25,841                               | 24,502    | 4,159                     |
| County land sales            | A                       | -                      | 0.00              | -                                    | -         | -                         |
| Franchise fees               | MAQ                     | 695,225                | 98.74             | 686,474                              | 612,166   | 8,751                     |
| COW - franchise fees         | M                       | 354,629                | 90.61             | 321,326                              | 309,645   | 33,303                    |
| Transient room tax           | Q                       | 650,000                | 70.93             | 461,075                              | 458,222   | 188,925                   |
| Liquor licenses              | A                       | 625                    | 100.00            | 625                                  | 600       | -                         |
| State revenue sharing        | MQ                      | 223,378                | 55.66             | 124,327                              | 155,028   | 99,051                    |
| Municipal court              | M                       | 94,200                 | 65.67             | 61,859                               | 73,058    | 32,341                    |
| Planning Fees                | I                       | 103,000                | 79.29             | 81,665                               | 46,419    | 21,335                    |
| Police charges               | I                       | 24,000                 | 101.59            | 24,381                               | 20,834    | (381)                     |
| Fire charges                 | SM, I                   | 119,018                | 122.14            | 145,373                              | 112,450   | (26,355)                  |
| Park charges                 | I                       | -                      | 0.00              | 1,315                                | 1,060     | -                         |
| Housing rehab loan payments  | I                       | -                      | 0.00              | -                                    | -         | -                         |
| Miscellaneous                | I                       | 5,000                  | 235.69            | 11,785                               | 50,122    | (6,785)                   |
| Interest                     | M                       | 90,000                 | 130.50            | 117,451                              | 126,589   | (27,451)                  |
| Lease receipts               | M                       | 272,758                | 102.47            | 279,496                              | 227,263   | (6,738)                   |
| Food pod receipts            | M                       | -                      | 0.00              | 28,800                               | 26,470    | (28,800)                  |
| Proceeds from sale of assets | I                       | -                      | 0.00              | 4,714                                | 3,761     | (4,714)                   |
| Donations                    | I                       | -                      | 0.00              | -                                    | 871       | -                         |
| Grants                       | I                       | -                      | 0.00              | -                                    | -         | -                         |
| Sub-total                    |                         | 4,090,832              | 91.93             | 3,760,588                            | 3,558,132 | 330,244                   |
| Transfers from other funds   | I                       | 3,000                  | 0.00              | 3,000                                | 795,150   | -                         |
| Overhead                     | M                       | 1,596,971              | 85.22             | 1,360,943                            | 1,330,676 | 236,028                   |
| Total revenues               |                         | 5,690,803              | 90.05             | 5,124,531                            | 5,683,958 | 566,272                   |

M - monthly

S - semi-annual

Q - quarterly

I - intermittently

SM - Semi-annual in January then monthly

MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing

AP - As paid by taxpayer beginning in November

A - annual

MAQ - Century Link, NW Nat & Charter-quarterly,  
all others monthly

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2025. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



## City Commission Agenda Memo

Meeting Date: July 22, 2025  
From: Kevin Gorman, Public Works Director  
Subject: Request for Commission Approval to Advertise for Bids – New Refuse Truck

### Summary:

Staff are requesting authorization to issue a formal request for bids to purchase a new side-loading refuse truck. The vehicle to be replaced is a 2013 model and is beyond the end of the planned 9-year replacement cycle. It is experiencing increased unplanned maintenance and mechanical failures, impacting service reliability. Timely replacement is necessary to ensure continued, dependable refuse collection operations.

### Recommendation/Suggested Motion:

*"I move to authorize the advertisement for bids for a replacement refuse truck."*

### Alternative:

None recommended

### Fiscal Impact:

No additional fiscal impact. This purchase is fully funded in the adopted FY 2025-2026 with \$440,00.00 allocated within the Sanitation budget.

### Attachments:

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

- The attached specifications and bidding package.

Approved by City Manager: *Esther Madry*

## CALL FOR BID

Sealed bids will be received by Kevin Gorman, Public Works Director, at the Office of City of Warrenton Public Works, City Hall 225 S. Main Street, PO Box 250, Warrenton, Oregon 97146 until the hour of 2:00 P.M. on August 22, 2025, as registered on the clock at City Hall, and then publicly opened and read aloud for One New Model Cab/Chassis with PendPac Alley Gator 23 yd, Gravity Dump, Automated Side Load, Pendulum Packer, Suggested 185, WB, Single Axle (159' w/o tag per PENDPAC Drawing 0301-314) cab-over garbage truck.

Specifications and instructions to bidders will be on file for examination and distribution to prospective bidders at the Office of the Public Works Director at the Public Works Department, 45 SW 2<sup>nd</sup> Street, Warrenton, OR. or on the City's Website at <https://www.warrentonoregon.us/>.

Each bid must be accompanied by a bid bond, certified check, or cashier's check payable to the City in a sum equal to ten (10%) percent of the amount of the bid. The bond or check will be retained by the City if the successful bidder refuses or fails to enter into a contract with the City when notified of the award.

The City of Warrenton reserves the right to reject any or all bids and to waive informalities.

By order of the City Commission of the City of Warrenton.

Dated this day of \_\_\_\_\_, 2025

City of Warrenton

Kevin Gorman, Public Works Director

## INFORMATION AND INSTRUCTIONS FOR BID RESPONDERS

Pursuant to call for bids on One New Model Cab/Chassis with PendPac Alley Gator 23 yd, Gravity Dump, Automated Side Load, Pendulum Packer, Suggested 185, WB, Single Axle (159' w/o tag per PENDPAC Drawing 0301-314) cab-over garbage truck (also referred to as "equipment"), as indicated in the published "Call for Bid", the City of Warrenton herewith submits specifications for the above equipment on which bids will be received by Don Snyder, Public Works Director, at the City of Warrenton, City Hall, 225 S. Main Street, PO Box 250, Warrenton, at 2:00 P.M. on January 5, 2012, as registered on the clock at City Hall. Bids received after this time will not be considered.

### GENERAL CONDITIONS

Bid Responders must submit proposals subject to the following conditions and the specifications hereinafter given.

- A. Envelopes containing bids must be properly marked for identification bearing the name and address of the bidder and words "*Sealed Bid for New Garbage Truck*" to indicate the nature of the contents. Bids may not be submitted by electronic means.
- B. Each bid must be accompanied by bid bond, certified check, or cashier's check payable to the City Treasurer in a sum equal to ten (10%) percent of the maximum net bid. Said bid bond or check shall be forfeited to and become the property of the City of Warrenton in case the bidder shall fail or refuse to execute a formal agreement with the city within ten (10) days after notification that the bid as a whole or any legitimate part thereof has been accepted and that the agreement is ready for signature.
- C. Execution of the contract or notice of acceptance of bid as provided under paragraph B shall not constitute an order to furnish the equipment named in the "Bid" and no shipment order shall be entered by the bidder until there has been furnished to the bidder a Contract signed by the Mayor or his Agent of the City of Warrenton wherein the exact equipment required shall be named.
- D. The attached Certificate of Nondiscrimination must be returned with the bid form.
- E. All bids to be based upon delivery of truck(s) complete and route ready; including box, and all options, F.O.B. Warrenton.
- F. Payment for purchased equipment shall be made in full within thirty (30) days of its delivery, inspection, and approval by the Public Works Director, and the authorization by the City Commission at their next regularly scheduled meeting. No payment in whole or in part shall relieve the contractor from the responsibility of furnishing equipment that is free from defects even though the same having been paid for, the defective equipment or parts thereof not discovered until equipment is put into use.
- G. Bids shall be submitted on the attached form or forms intact with specifications and they shall be accompanied by detailed specifications on the equipment offered and full descriptive literature.
- H. Bidders shall be able to furnish local service (125 mile radius of Warrenton, Oregon) on all equipment and be a factory authorized dealer.

- I. Suppliers shall provide a priority service agreement on the specified equipment for a period of six (6) months after acceptance by the City. Priority service is defined as the supplier assigning a qualified mechanic to the specified vehicle for repairs upon delivery to the supplier's shop for immediate attention.
- J. The City of Warrenton will award the bid within thirty (30) days of the bid opening and reserves the right to cancel the procurement or accept or reject any or all proposals, in accordance with ORS 279B.100.
- K. The cab/chassis with side loading collection body shall be supplied by one company. All integral parts and components shall work together as a complete and balanced unit.
- L. Suppliers shall state whether or not they are in compliance with the specifications and note irregularities in the "Specifications Submitted" column.
- M. Equipment furnished under this contract shall be new, unused and ISO 9001 certified. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Units shall conform to the best practice known to the trade in design, quality of material and workmanship. Assemblies, sub-assemblies, and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this Request for Proposals. The equipment furnished shall conform to ANSI Safety Standard Z245.1-1992. All equipment and accessories described herein shall be mounted and/or installed on a chassis supplied for that purpose conforming to the specifications noted in chassis requirements of manufacture of refuse collection body.
- N. Each Bidder must identify in the bid form whether he is a "*resident bidder*" as defined by ORS 279A.120(1).
- O. A Draft Contract is attached to these *Instructions for Bid Responders*.
- P. Questions about or requested clarifications of these instructions or specifications must be submitted in writing (or by e-mail) to Kevin Gorman ([kgorman@warrentonoregon.us](mailto:kgorman@warrentonoregon.us)) Public Works Director, by August 19, 2025. Any response called for will be by addenda and e-mails to all who have picked up this solicitation document.

#### LIQUIDATED DAMAGES:

The vehicle purchase contract shall include a liquidated damages provision stipulating a certain date the vehicle will be delivered by the vendor, barring strikes and acts of God. If the vendor does not deliver the vehicle by the date stipulated, the vendor shall be responsible for one hundred dollars (\$100) per day as liquidated damages. As the damages involved could be difficult to ascertain, the parties are setting the damages in this manner, both agreeing that the damages would represent the Department's actual damages and would not be assessed as a form of penalty.

**City of Warrenton Public Works  
Detailed Minimum Specifications  
And  
FORMS  
for  
One Cab/Chassis with Side Loading Refuse Collection Body**



**City of Warrenton Public Works  
Detailed Minimum Specifications  
CAB AND CHASSIS**

**Specification Submitted**

All specifications in this Request for Bid must be noted as **COMPLY, EXCEPTION or NOT APPLICABLE**. Any exception to these specifications must be in writing and attached to this Bid.

This Request for Bid is a formal request and is governed by the laws and regulations of the State Oregon in which it is published. These specifications are minimum standards

New Model Garbage Truck Cab & Chassis, Right-hand Steer and shall be and/or shall include the following:

**BASE MODEL**

1. Low cab forward chassis only, Right hand only steer, \_\_\_\_\_

**ENGINE**

2. Diesel, 345 HP @ 2100 RPM with peak torque of 1,150 ft.-lbs. \_\_\_\_\_

**ENGINE EQUIPMENT**

- |   |       |
|---|-------|
| 3. Engine Electronic with engine protection shutdown  | _____ |
| 4. Air Cleaner, 16 inch dual stage minimum  | _____ |
| 5. Aluminum battery box Left side mounted   | _____ |
| 6. Coolant Hoses, silicone  | _____ |
| 7. Radiator, 1194 square inch, 3 row, configured for front mount hydraulic pump, FEPTO, minimum | _____ |
| 8. Radiator Coolant, Anti-freeze, -30 degrees F Standard  | _____ |
| A. Coolant Filter   | _____ |
| 9. Starting Motor 12V 42MT  | _____ |
| 10. Alternator, 12V 160 AMP, brushed  | _____ |
| 11. Batteries, two 12V –2000CCA W/ shut off switch at battery box                               | _____ |
| 12. Exhaust System, outboard vertical muffler LH side   | _____ |
| 13. Exhaust Stack, single chromed steel 90 at top   | _____ |
| 14. Exhaust Piping, stainless steel flex as needed  | _____ |
| 15. Exhaust Shield, single stainless steel  | _____ |
| 16. Fuel Filter – Primary, fuel water separator   | _____ |
| 17. Fuel Filter – Secondary, spin-on  | _____ |
| 18. Air Compressor 18.7 CFM minimum   | _____ |



**City of Warrenton Public Works  
Detailed Minimum Specifications  
CAB AND CHASSIS**

**Specification Submitted**

- 19. Engine Block Heater, 110 V, remote PTO & Throttle provisions \_\_\_\_\_
- 20. FEPTO - adapter for 1350, Flange, Crankshaft Driven With related  
equipment as needed \_\_\_\_\_

**TRANSMISSION**

- 21. Transmission, Automatic, 6 Speed minimum \_\_\_\_\_
- 22. Transmission Control, pushbutton controls, single station \_\_\_\_\_
- 23. Programming – Refuse with Service Brake Status \_\_\_\_\_
- 24. Vocational Codes, Basic Refuse truck II & AK Package \_\_\_\_\_
- 25. Transmission Cooler, oil to water type \_\_\_\_\_
- 26. Lubricant, synthetic fluid \_\_\_\_\_
- 27. Driveline, 1760 HD ice main driveline with half round Yokes minimum \_\_\_\_\_
- 28. Electronic fluid level sensor, \_\_\_\_\_

**FRONT AXLE**

- 29. Front Axle, 20,000 lbs minimum \_\_\_\_\_
- 30. Refuse severe service, non-asbestos front brake lining \_\_\_\_\_
- 31. Brakes, Bendix air disc front brakes \_\_\_\_\_
- 32. Air Brake Chamber 24 sq. in \_\_\_\_\_
- 33. Slack Adjuster, Front and Rear, automatic \_\_\_\_\_
- 34. Power Steering Gear, Sheppard SD110 Dual or equal \_\_\_\_\_
- 35. Steering, reservoir, remote mounted \_\_\_\_\_
- 36. Suspension, Front, 20,000 lbs. taper leaf \_\_\_\_\_
- 37. Shock Absorber, Front, double acting single, heavy duty \_\_\_\_\_
- 38. Oil Seal Caps, Stemco or C/R visible cap or equal \_\_\_\_\_
- 39. PHP10 Iron LMS Hubs \_\_\_\_\_
- 40. Front Hub Lubricant, synthetic based \_\_\_\_\_

**REAR AXLE**

- 41. Rear Axle, S26-190, 26,000# or equal \_\_\_\_\_
- 42. Rear Axle Ratio: 5.57 as determined by transmission supplier for best  
results on a 12% grade at 20 mph. \_\_\_\_\_
- 43. Lubricant, synthetic base \_\_\_\_\_
- 44. PHP10 Iron Hubs, SBM Valve \_\_\_\_\_

**City of Warrenton Public Works  
Detailed Minimum Specifications  
CAB AND CHASSIS**

**Specification Submitted**

- |   |       |
|---|-------|
| 45. Reyco 102, 29,000# rated or approved equal                    | _____ |
| 46. Axle spacing of 52" or less desired                           | _____ |
| 47. No rear shock absorbers desired                               | _____ |
| 48. Anti-Lock Braking System ABS, 4S4M                            | _____ |
| 49. Refuse severe service, non-asbestos rear brake lining         | _____ |
| 50. Brakes, Rear, 16.5 x 7", cam, h/duty rear shoe                | _____ |
| 51. Air Brake Chamber 30 sq. in. x 30 sq. in. MGM TR3030 or equal | _____ |
| 52. Tag Axle, 13,500#, self steer Hendrickson ST or equal         | _____ |
| 53. Reinforced nylon, fabric braided hose & wire braded air lines | _____ |
| 54. Fiber braid hose front, rear and parking brake hose           | _____ |
| 55. Air Dryer, Bendix AD-IP EP or equal                           | _____ |
| 56. Steel air brake reservoirs mounted inside rail                | _____ |
| 57. Drain Valve, manual, female type C & DV2                      | _____ |

**CHASSIS**

- |   |       |
|---|-------|
| 58. Wheelbase, 159," minimum wheelbase, & 46" TAG to match body,<br>(185-inch wheelbase total per PENDPAC Drawing 0301-314) | _____ |
| 59. Frame rails, RBM of 1,960,000   | _____ |
| 60. Full frame liner, no exceptions   | _____ |
| 61. Square end of frame   | _____ |
| 62. Under slung cross member  | _____ |
| 63. Heavy duty front closing cross member   | _____ |
| 64. Standard c/m back of transmission   | _____ |
| 65. Standard mid ship #1 cross member   | _____ |
| 66. Standard rearmost cross member  | _____ |
| 67. Heavy duty suspension cross member  | _____ |
| 68. Steel c-channel cross member, bolted construction, rear mtd. Suspension   | _____ |
| 69. HD Chromed Steel front bumper w/swept back ends   | _____ |
| 70. Front tow eye with pin  | _____ |
| 71. Bumper mtg. for license plate   | _____ |
| 72. Hex Bolts and nuts for chassis fasteners, no Huck-Spin  | _____ |
| 73. Fuel Tank 26", left side mount, 90 gallon aluminum with fuel cooler   | _____ |

**City of Warrenton Public Works  
Detailed Minimum Specifications  
CAB AND CHASSIS**

**Specification Submitted**

74. Fuel Lines, SAE J844 nylon tubing

\_\_\_\_\_

**FRONT TIRES**

75. Tire Size – 315/65R22.5. 20 ply tubeless radial,

\_\_\_\_\_

76. Tire Mfr./Tread – M 860 or equal

\_\_\_\_\_

77. Rims/Wheels, Front – 22.5 x 12.25 hub pilot aluminum 11.25” bolt circle.  
Polished

\_\_\_\_\_

78. Hubs, Front – PHP10 Iron LMS piloted, 11.25” bolt circle.

\_\_\_\_\_

**Lift Axle Tires**

79. 2 255/70R22.5 on Polished Aluminum wheels

\_\_\_\_\_

**REAR TIRES**

80. Tire Size – 11R22.5 16 ply tubeless radial

\_\_\_\_\_

81. 4 ea. Tire Mfr./Tread – L320 or equal

\_\_\_\_\_

82. 4 ea. Rims/Wheels, Rear – 22.5 x 8.25 hub piloted aluminum Polished

\_\_\_\_\_

83. Hubs, Rear – PHP10 Iron LMS hubs, hub piloted

\_\_\_\_\_

84. Brake drum, rear – cast iron

\_\_\_\_\_

85. 53” low cab forward aluminum & fiberglass cab, minimum

\_\_\_\_\_

86. Right and left hand door

\_\_\_\_\_

87. Rubber cab mounts

\_\_\_\_\_

88. Hydraulic cab tilt mechanism with manual pump

\_\_\_\_\_

89. Hydraulic cab latch

\_\_\_\_\_

90. Single 15” air horn trumpet, cab mounted

\_\_\_\_\_

91. Horn, electric, single

\_\_\_\_\_

92. Dual with integral Convex, both heated and motorized, Tri plane, minimum

\_\_\_\_\_

93. Diamond plate floor, door pads vinyl & carpet,

\_\_\_\_\_

94. Steps external, cab mounted right and left side’s

\_\_\_\_\_

95. Tinted glass all around

\_\_\_\_\_

96. Powered door windows controlled from right side

\_\_\_\_\_

**CAB INTERIOR**

97. Cab Interior gray

\_\_\_\_\_

98. Cab Climate System, air conditioner ceiling mounted with radiator  
mounted Condenser and to include heater

\_\_\_\_\_

**City of Warrenton Public Works  
Detailed Minimum Specifications  
CAB AND CHASSIS**

|   | <b>Specification Submitted</b> |
|---|--------------------------------|
| 99. Slip resistant flooring   | _____                          |
| 100. Road safety Triangle kit   | _____                          |
| 101. Standard plumbing with shut off valves, heater   | _____                          |
| 102. Auto self-reset circuit breakers and fuses   | _____                          |
| 103. Seat, driver, Air, deluxe mid back, LH arm rest, headrest, Air Lumbar support, cloth   | _____                          |
| 104. Seat passenger, fixed vinyl  | _____                          |
| 105. Stainless steel exterior visor   | _____                          |
| 106. Sun Visor, Interior, left and right color keyed sun visor-interior   | _____                          |
| 107. Restriction Indicator, graduated, air cleaner mounted  | _____                          |
| 108. Standard gauge package & two Additional Rocker switches  | _____                          |
| 109. Engine Warning Device, audible/visual alarm/shutdown for low oil pressure, overheat, low water level with automatic override | _____                          |
| 110. Low air pressure light and buzzer  | _____                          |
| 111. Cruise control located for right hand drive  | _____                          |
| 112. Hour meter, dash mounted, electric, oil pressure activated   | _____                          |
| 113. Speedometer, MPH speedometer & odometer, electronic  | _____                          |
| 114. Tachometer, electronic, voltmeter and ammeter  | _____                          |
| 115. Transmission warning light and gauge, transmission temperature warning light and buzzer                                      | _____                          |
| 116. All instruments and gages to be mounted for right side driver  | _____                          |

**LIGHTING**

|  |       |
|--|-------|
| 117. Marker light switch integral w/headlight switch         | _____ |
| 118. Front with surface mounted side aux turn signal LED     | _____ |
| 119. Turn Signal Switch, self-canceling w/motorized flasher. | _____ |
| 120. Duel rectangular halogen headlights                     | _____ |
| 121. Door activated dome light with light mounted switch     | _____ |

**RADIO/MISC.**

|   |       |
|---|-------|
| 122. Radio Equipment, AM/FM, compact disc, w/weather band, I Pod Compatible | _____ |
| 123. AM/FM antenna, mounted left side of cab                                | _____ |
| 124. Radio Speaker, two dual cone speakers                                  | _____ |

**City of Warrenton Public Works  
Detailed Minimum Specifications  
CAB AND CHASSIS**

**Specification Submitted**

- |   |       |
|---|-------|
| 125. Windshield Wiper – dual electric motor, with intermittent. | _____ |
| 126. Keys/Door Lock, - door & ignition same – unique per truck. | _____ |
| 127. Windshield Washer – standard reservoir, electric pump.     | _____ |

**PAINT**

- |  |       |
|--|-------|
| 128. Cab Color –Medium shade Blue PPG 4110/WA9222 or approved equal                                | _____ |
| 129. Chassis Color – BlackN0001EA or approved equal  | _____ |
| 130. Bumper Polished Chrome  | _____ |
| 131. Parts, maintenance, and operator’s manuals for engine, chassis,<br>Transmission, running gear | _____ |
| 132. Build sheets with part numbers for cab/chassis  | _____ |

**WARRANTY (cab/chassis)**

- |  |       |
|--|-------|
| 133. Engine warranty, to include all equipment mounted to the engine, shall<br>be full-factory five (5) years from date of delivery to Warrenton. Like<br>Cummins Plan 1 or equal coverage | _____ |
| 134. Five (5) year transmission warranty   | _____ |
| 135. Five year exhaust after treatment warranty  | _____ |

City of Warrenton Public Works  
Detailed Minimum Specifications  
Body, Hopper and Loader Specifications

The purpose of this Bid is to describe Compactor Body, and Loader especially designed for City of Warrenton Residential Automated Refuse Collection. Alley Gator 23 yard - Gravity Dump, Automated Side Load, Pendulum Packer, Suggested 185, WB, Single -Axle, W/tag (159' w/o tag per PENDPAC Drawing 0301-314) Chassis requirements for this refuse system will be in concert with body and chassis manufacturers. All specifications in this Request for Bid must be noted as **COMPLY, EXCEPTION or NOT APPLICABLE**.

Any exception to these specifications must be in writing and attached to this Bid.

This Request for Bid is a formal request and is governed by the laws and regulations of the State of Oregon in which it is published. These specifications are minimum standards

### **Body Specifications:**

Alley Gator 23 Cubic yard capacity including hopper for use on a single axle with tag chassis

### **Miscellaneous Parts**

1. Pack Panel/ Hopper Cover
2. Safety, Fire Extinguisher 0 20 lb ABC Mounted Curbside with Bracket mounted Right Hand Side

### **Safety**

3. Steel toolbox, 12 x 18 x 18, black painted, Frame mount.
4. Environmental spill kit – 30 gallon absorption - Mounted curbside mid-body
5. Non shuttered three camera system (Zone Defense) to be installed by AWA (Vendor) after delivery.
6. Plastic shovel and broom – Mounted curbside body front
7. Flare & Safety kit Markers – Mounted outside on body

### **Lighting**

8. Flood, Backup, Side of Body, Reverse
9. Activated and Manual Activation  
Strobe – Center of Tailgate – PTO Activated
10. Lighting, Alternating Flashing Amber - LED-Tailgate,  
Light Bar to be mounted on front of body, PTO –activated
11. Lighting, LED - Complete Package - Upgrade from base lighting
12. Paint & Finish Body: - Silver - Paint code to match chassis provider
13. Auxiliary Remote hand controls for Arm Functions
14. Laptop Service Mount - Located on center of doghouse

## **FORMS**

**BID**

**August \_\_, 2025**

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

We hereby propose to furnish the following equipment as specified in the “City of Warrenton Detailed Minimum Specifications for One Cab/Chassis with Automated Side-Loading Refuse Collection Body”

I am \_\_\_\_\_ or am not \_\_\_\_\_ a resident bidder as defined by ORS 279A.120(1).

**BASE BID**

One (1) Current Production Model Truck Cab/Chassis, Refuse Collection Body, and Side Loader:

Make/Year: \_\_\_\_\_

Body Model: \_\_\_\_\_

FOR THE SUM OF: \_\_\_\_\_ and 0 /100 dollars  
(less federal excise tax)

**BID GRAND TOTAL** \$ \_\_\_\_\_

The attached certificate of Non-discrimination must be returned with this bid, as well as the bid bond.

\_\_\_\_\_  
Signatures



### 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 by or that employs disabled veteran, as defined in ORS 408.225.

---

DATE

---

PROPOSER

**A DRAFT CONTRACT IS ATTACHED AS FOLLOWS**

**CITY OF WARRENTON  
CONTRACT FOR GOODS AND SERVICES**

**CONTRACT:**

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

**W I T N E S S E T H**

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:**

- A. CONTRACTOR shall provide goods and services for the City of Warrenton, as outlined in the attached, which by this reference is incorporated herein.
- B. CONTRACTOR'S obligations are defined solely by this Contract 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 \$\_\_\_\_\_ for providing goods and performance of those services provided herein;
- B. The CONTRACTOR will submit a final invoice for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Or 97146 City pays net 30 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 Esther Moberg, City Manager, City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. **CONTRACTOR'S REPRESENTATIVE**

For purposes hereof, the CONTRACTOR'S authorized representative will be \_\_\_\_\_.

6. CITY'S OBLIGATIONS (Only if relevant)

In order to facilitate the work of the CONTRACTOR as above outlined, the CITY shall furnish to the CONTRACTOR access to all relevant site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONTRACTOR, assisting the CONTRACTOR with making contacts and facilitating meetings, as necessary.

7. 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.

8. 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.

9. 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.

10. LIQUIDATED DAMAGES

This vehicle purchase contract includes a liquidated damages provision stipulating that by **December 31, 2025**, or as negotiated through the Bid Documents, the vehicle will be delivered by the vendor, barring strikes and acts of God. If the vendor does not deliver the vehicle by the date stipulated, the vendor shall be responsible for one hundred dollars (\$100) per day as liquidated damages. As the damages involved could be difficult to ascertain, the parties are setting the damages in this manner, both agreeing that the damages would represent the Department's actual damages and would not be assessed as a form of penalty.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the City of Warrenton, 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 of Warrenton this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

17. 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

18. 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.

19. 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.

20. 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.

21. OVERTIME

Employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. sections 201 to 209).

22. LIQUIDATED DAMAGES

If the vendor does not deliver the vehicle by the date stipulated in the proposal or by \_\_\_\_\_, per this contract, barring strikes and acts of God, the vendor shall be responsible for one hundred dollars (\$100) per day as liquidated damages. As the damages involved could be difficult to ascertain, the parties are setting the damages in this manner, both agreeing that the damages would represent the Department's or City's actual damages and would not be assessed as a form of penalty.

23. STANDARD OF CARE (Only if services are involved)

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

24. NO THIRD PARTY BENEFICIARIES

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

25. SEVERABILITY AND SURVIVAL

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

26. COMPLETE CONTRACT

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

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

CITY OF Warrenton, a Municipal  
Corporation of the State of Oregon

BY: \_\_\_\_\_  
Mayor Date

ATTEST:

BY: \_\_\_\_\_  
City Recorder Date

BY: \_\_\_\_\_  
Contractor Date





## City Commission Agenda Memo

Meeting Date: July 22nd, 2025  
 From: Kevin Gorman, Public Works Director  
 Subject: Request to Award Construction Contract for the Iredale Culvert Replacement Project (Phase 2)

### Summary:

The intent of this contract is to complete Phase 2 of the Iredale Culvert Replacement Project. The original project design was completed and advertised for bid in 2022; however, construction bids at that time exceeded the City's available budget. In January 2024, the City completed emergency repairs to address a sinkhole that had formed due to a failed culvert segment, completing a portion of the overall design.

Since that time, the City has secured funding through the Legislative Pre-Disaster Mitigation (LPDM) grant program to complete the remaining work. The project was re-bid in 2025 with a revised scope reflecting the completed emergency work. Sealed bids were received and opened at 2:00PM, local time on July 1st, 2025. A total of three bids were submitted, two of which were deemed responsive.

The Engineer's Opinion of Probable Construction Cost for the Phase 2 work was \$850,000. The lowest responsive and responsible bid was submitted by Big River Construction, Inc. in the amount of \$841,240.00. The second-lowest responsive bid was submitted at \$866,062.00. Following evaluation, the engineer has confirmed the bid is complete, the contractor's license is current, and bid items are accurately summarized.

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

### Recommendation/Suggested Motion:

*"I move to award the construction contract for Phase 2 of the Iredale Culvert Replacement project to Big River Construction, INC in the amount of \$841,240.00 and authorize a contingency not to exceed 10% of the contract amount. "*

### Alternative:

Other actions as deemed appropriate by the City Commission

OR

None recommended

### Fiscal Impact:

Funding for this project is included in the current fiscal year budget, with a total project allocation of \$1,017,451.00, which includes construction, engineering, and other project-related costs. The construction contract will be funded through the following sources, consistent with the grant agreement:

- OEM Legislative Pre-Disaster Mitigation (LPDM) Grant Program – \$763,088.29 (Federal Share)
- Storm Sewer Fund – \$254,362.76 (Local Match)

### Attachments:

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

- Bid tabulation
- Draft Contract

Approved by City Manager:

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

IREDALE ST CULVERT REPLACEMENT PROJECT - PHASE II (#9578904)

Owner: Warrenton OR, City of  
Solicitor: North Coast Civil Design  
07/01/2025 02:00 PM PDT

|                             |  | Lyda Excavating,<br>Inc. |          | Big River Construction<br>Inc. |              | Jesse Rodriguez<br>Construction LLC |              |              |              |
|-----------------------------|--|--------------------------|----------|--------------------------------|--------------|-------------------------------------|--------------|--------------|--------------|
| Line Item                   | Item Description   | UofM                     | Quantity | Unit Price                     | Extension    | Unit Price                          | Extension    | Unit Price   | Extension    |
| Iredale Culvert Replacement |  |                          |          |                                |              |                                     |              |              |              |
| 1                           | Mobilization, Traffic Control & Flagging   | LS                       | 1        | \$145,000.00                   | \$145,000.00 | \$84,000.00                         | \$84,000.00  | \$85,000.00  | \$85,000.00  |
| 2                           | Erosion Control  | LS                       | 1        | \$9,500.00                     | \$9,500.00   | \$25,000.00                         | \$25,000.00  | \$6,744.00   | \$6,744.00   |
| 3                           | Stormwater Management & Dewatering, (Geotech/well points/State Approved)   | LS                       | 1        | \$72,500.00                    | \$72,500.00  | \$250,000.00                        | \$250,000.00 | \$230,000.00 | \$230,000.00 |
| 4                           | Construction Survey Services   | LS                       | 1        | \$5,750.00                     | \$5,750.00   | \$10,000.00                         | \$10,000.00  | \$14,980.00  | \$14,980.00  |
| 5                           | Asphalt Sawcut   | LF                       | 480      | \$7.00                         | \$3,360.00   | \$4.00                              | \$1,920.00   | \$5.00       | \$2,400.00   |
| 6                           | Asphalt Pavement & Concrete Demolition (In Place Quantities)   | SY                       | 350      | \$15.00                        | \$5,250.00   | \$17.10                             | \$5,985.00   | \$35.00      | \$12,250.00  |
| 7                           | General Excavation & General Fill (In Place Quantities)  | CY                       | 24       | \$125.00                       | \$3,000.00   | \$50.00                             | \$1,200.00   | \$42.00      | \$1,008.00   |
| 8                           | Over-Excavation & Base Stabilization, Including Excavation, Haul-Off, Fabric and Pit-Run Rock (As Directed - In Place, Compacted Quantities)                             | CY                       | 50       | \$150.00                       | \$7,500.00   | \$150.00                            | \$7,500.00   | \$95.00      | \$4,750.00   |
| 9                           | Wood Beam Removal, Including Sawcutting, Excavation and Haul-Off (as Directed - In Place, Quantities)  | CY                       | 115      | \$100.00                       | \$11,500.00  | \$200.00                            | \$23,000.00  | \$175.00     | \$20,125.00  |
| 10                          | 3/4"-0" Aggregate for shoulder rock  | CY                       | 20       | \$110.00                       | \$2,200.00   | \$150.00                            | \$3,000.00   | \$78.00      | \$1,560.00   |
| 11                          | CDF Backfill (As Directed By Engineer)   | CY                       | 100      | \$350.00                       | \$35,000.00  | \$300.00                            | \$30,000.00  | \$171.00     | \$17,100.00  |
| 12                          | Asphalt Paving (6" Thick Road Section, 2-3" lifts)   | TON                      | 85       | \$360.00                       | \$30,600.00  | \$380.00                            | \$32,300.00  | \$345.00     | \$29,325.00  |
| 13                          | Construction Fabric @ road crossings   | SY                       | 348      | \$5.00                         | \$1,740.00   | \$3.00                              | \$1,044.00   | \$3.00       | \$1,044.00   |
| 14                          | 12" White Striping, Thermoplastic  | LF                       | 24       | \$115.00                       | \$2,760.00   | \$59.00                             | \$1,416.00   | \$25.00      | \$600.00     |
| 15                          | Adjust Existing Surface Structures   | EA                       | 2        | \$1,500.00                     | \$3,000.00   | \$500.00                            | \$1,000.00   | \$575.00     | \$1,150.00   |
| 16                          | Stabilize Existing Power Poles as per PP&L Direction   | LS                       | 1        | \$2,500.00                     | \$2,500.00   | \$5,000.00                          | \$5,000.00   | \$12,787.00  | \$12,787.00  |
| 17                          | Raise/Lower Existing Franchise Utility to Allow For New Storm Main Construction (Per Plan & As Directed By Engineer)   | EA                       | 2        | \$10,000.00                    | \$20,000.00  | \$500.00                            | \$1,000.00   | \$1,750.00   | \$3,500.00   |
| 18                          | Reconstruct 4" diam. ASTM D-3034 Sewer Service Lateral at New Grade If Conflict Exists (As Directed By Engineer)   | EA                       | 1        | \$4,500.00                     | \$4,500.00   | \$5,000.00                          | \$5,000.00   | \$1,200.00   | \$1,200.00   |
| Storm System Construction   |  |                          |          |                                | \$342,305.00 |                                     | \$352,875.00 |              | \$420,539.00 |
| 19                          | Furnish & Install SDMH 4 and Connection 1 - Station 1+94, SDMH 4, complete per plans and specifications  | EA                       | 1        | \$22,200.00                    | \$22,200.00  | \$35,000.00                         | \$35,000.00  | \$34,999.00  | \$34,999.00  |
| 20                          | Furnish & Install Connection 2 - Station 5+97, complete per plans and specifications   | EA                       | 1        | \$10,500.00                    | \$10,500.00  | \$7,500.00                          | \$7,500.00   | \$9,597.00   | \$9,597.00   |
| 21                          | Furnish & Install Connection 3 - Station 9+31, Connect to Existing SDMH 2, complete per plans and specifications   | EA                       | 1        | \$10,500.00                    | \$10,500.00  | \$8,500.00                          | \$8,500.00   | \$14,999.00  | \$14,999.00  |
| 22                          | Furnish & Install SDMH 3 and Connection 4 - Station 10+18, SDMH 3, complete per plans and specifications   | EA                       | 1        | \$28,900.00                    | \$28,900.00  | \$20,000.00                         | \$20,000.00  | \$14,999.00  | \$14,999.00  |
| 23                          | Furnish & Install Concrete Ditch Inlet Protection - Station 11+50, complete per plans and specifications   | EA                       | 1        | \$13,300.00                    | \$13,300.00  | \$13,000.00                         | \$13,000.00  | \$15,650.00  | \$15,650.00  |
| 24                          | Furnish & Install dual (2) 18" SaniTite storm culvert pipes, includes bedding & select backfill per plans & specs, complete, includes tie-ins to new SDMH's              | LF                       | 215      | \$432.00                       | \$92,880.00  | \$369.00                            | \$79,335.00  | \$455.00     | \$97,825.00  |
| 25                          | Install 36" SaniTite storm culvert pipe (Pre-Purchased by City), includes deep shoring, bed & select backfill per plans & specs, complete includes tie-ins to new SDMH's | LF                       | 405      | \$405.00                       | \$164,025.00 | \$468.00                            | \$189,540.00 | \$574.00     | \$232,470.00 |
| Base Bid Total:             |  |                          |          |                                | \$707,965.00 |                                     | \$841,240.00 |              | \$866,062.00 |

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between

### CITY OF WARRENTON

hereinafter called the Owner, and \_\_\_\_\_, hereinafter called the "Contractor."

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

### ARTICLE I - Scope of the Work

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

#### IREDALE CULVERT REPLACEMENT PROJECT-PHASE II

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

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

No. \_\_\_\_\_, dated \_\_\_\_\_, 2025.

No. \_\_\_\_\_, dated \_\_\_\_\_, 2025.

No. \_\_\_\_\_, dated \_\_\_\_\_, 2025.

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

## **ARTICLE II - Time of Completion**

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

## **ARTICLE III – Liquidated Damages**

The Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the work is not substantially complete within the time specified in Article II above, plus any extensions of time allowed in accordance with the General Conditions. The Owner and the Contractor also recognize that it would be impractical and extremely difficult to estimate, ascertain, or determine the actual damages suffered by the Owner if the work is not substantially complete on time. Accordingly, the Owner and the Contractor agree that as liquidated 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 \$500.00 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 expenses involved in making any required changes in the plans or specifications to accommodate a substitution approved by the Engineer for the convenience of the Contractor or to circumvent an unforeseen difficulty in obtaining a specified article.

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

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

#### **5.5 NOTICE TO CONTRACTORS:**

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

#### **5.6 NOTICE BY CONTRACTORS:**

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

#### **5.7 UTILITIES AND EXISTING IMPROVEMENTS:**

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

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

The Contractor shall provide for the flow of sewers, drains or water courses interrupted during the progress of the work and shall restore such drains or water courses as approved by the Engineer. The Contractor shall make excavations and borings ahead of work as necessary, to determine the exact location of utilities or underground structures. Ordinarily, utility companies responsible for facilities located within the work area will be required to complete any installation, relocation, repair, or replacement prior to the commencement of work by the Contractor. However, when this is not feasible or practicable or the need for such work was not foreseen, such utility Owners or

the Owner shall have the right to enter upon the work area and upon any structure therein for the purpose of making new installations, changes or repairs. The Contractor shall conduct operations to provide the time needed for such work to be accomplished during the progress of the improvement.

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

#### **5.8 SURVEY SERVICE:**

NOTE: Construction stakes will not be provided by the owner for this project. Survey services shall be provided, per the Unit of Bid Prices, by the Contractor as required for accurate construction of the project. Contractor shall not begin pipe or any underground construction until survey stakes and project survey control is established in the sections of pipe making up PHASE II and approved by the Engineer.

#### **5.9 PROTECTION OF SURVEY MARKERS:**

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

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

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

#### **5.10 USE OF LIGHT, POWER AND WATER:**

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

#### **5.11 VERBAL AGREEMENTS:**

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

#### **5.12 UNAUTHORIZED AND DEFECTIVE WORK:**

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

Work done contrary to or regardless of the instructions of the Engineer, work done beyond the lines shown on the

plans or as given, except as herein provided or any extra work done without written authorization, will be considered as unauthorized and will not be paid for by the Owner. Work so done may be ordered removed or replaced at the Contractor's expense.

#### **5.13 CLEANUP:**

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

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

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

#### **5.14 FINAL TRIMMING OF WORK:**

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

#### **5.15 FINAL CLEAN UP:**

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

#### **5.16 FINAL INSPECTION:**

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

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

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

inspection, when the Engineer is satisfied all requirements have been met, will be considered the final inspection.

#### **5.17 OWNERSHIP AND USE OF DOCUMENTS:**

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

### **GC-6 CONTROL OF MATERIALS AND EQUIPMENT**

#### **6.1 TRADE NAMES, APPROVED EQUALS OR SUBSTITUTIONS:**

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

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

The Contractor shall abide by the Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the Contractor and not by individual trades or material suppliers. The Engineer will approve or disapprove proposed substitutions in writing within a reasonable time. No substitute materials shall be used unless approved in writing.

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

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

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

#### **6.2 TESTS OF MATERIALS:**

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

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

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

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

### **6.3 STORAGE OF MATERIALS:**

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

### **6.4 DEFECTIVE MATERIALS:**

All materials not conforming to the requirements of the specifications shall be considered as defective. No defective material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to remove, repair or replace defective material when so ordered by the Engineer, the Owner shall have authority to remove, repair or replace such defective material and to deduct all costs so incurred from any monies due or to become due the Contractor. Defective material not permitted for use shall be immediately removed from the site or disposed of as directed by the Engineer.

### **6.5 ORDERING MATERIALS:**

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

### **6.6 MATERIALS FURNISHED BY THE OWNER:**

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

### **6.7 MANUFACTURER'S DIRECTIONS:**

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

### **6.8 EQUIPMENT APPROVAL DATA:**

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



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

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

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

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

Upon approval of the equipment by the Engineer, the Contractor shall furnish six copies of catalog data of all process equipment or components thereof together with operating and maintenance instructions.

#### **6.9 GUARANTEE PERIOD:**

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

### **GC-7 LEGAL RELATIONS AND RESPONSIBILITIES**

#### **7.1 LAWS AND REGULATIONS:**

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

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

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

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

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

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

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

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

**Federal**

**Department of the Interior**

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

**Department of Labor**

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

**Oregon State Agencies**

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

**Local Agencies**

- City Councils
- Board of County Commissioner

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

**7.1.04 Prevailing Wage Rate Law** - The Contractor shall conform with provisions of ORS 279C.830 relating to



payment of prevailing wage rates as established by the State Labor Commissioner. The current posted Prevailing Wage Rates,(at the time of project bidding) and any addenda issued to Prevailing wage rates for Public Contracts in Oregon shall be used for this project. A copy of the Prevailing Wage Rates can be obtained from the Oregon Bureau of Labor and Industries located at:

800 NE Oregon Street, Suite 1045  
Portland, OR 97232  
or via their website at [www.oregon.gov/BOLI](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, lightening, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke the results of faulty workmanship, during the contract time, and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

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

## **7.19 PAYMENT OF OBLIGATIONS:**

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

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

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

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

In accordance with ORS 279C.515(3), if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a

complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580(5).

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

#### **7.20 SUIT OR ACTION:**

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

### **GC-8 PROSECUTION AND PROGRESS**

#### **8.1 PROSECUTION OF WORK:**

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

Performance of the work to be done under the contract shall be commenced within the stipulated time limit, unless later commencement of the work is authorized by the Engineer. From the time of commencement of the work to the time of completion, the work shall be prosecuted as vigorously and as continually as weather conditions will permit and always in accordance with a schedule which will ensure completion within the specified time limit, due allowances being made for possible unfavorable conditions, interference, breakdowns, and other causes of delay. There shall be no voluntary shutdown or slowing of operations without prior approval of the Engineer.

If it appears to the Engineer that the rate of progress being made is not such as it will ensure the completion of the work within the specified time limit, it shall be within the authority of the Owner, upon notification by the Engineer, to require the Contractor to provide additional equipment and men and to take such other steps as may be necessary to insure completion as specified.

#### **8.2 LIMITATIONS OF OPERATIONS:**

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

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

#### **8.3 CONTRACTOR TO HAVE REPRESENTATIVE ON WORK:**

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

#### **8.4 TEMPORARY SUSPENSION OF THE WORK:**

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

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

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

#### **8.5 PROTECTION OF WORK DURING SUSPENSION:**

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

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

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

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

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

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

The Engineer shall have the right to order the work to cease for a time because of inclement weather, but in case such order is given, the Engineer also will give notice as to when the work shall be resumed and the Contractor's time for completion will be extended for a time equal to the amount of the delay so ordered. All extensions requested by the Contractor shall be made to the Engineer in writing on or before the fifth of the month following that in which the alleged delay is said to have occurred and any claim for extension of time shall state explicitly



the reasons therefore. Should the Contractor fail to file such written claim for extension of time within the period provided therefore, the Contractor thereby shall have abandoned any claim therefore.

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

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

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

#### **8.7 EARLY TERMINATION:**

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

#### **8.8 ANNULMENT AND CANCELLATION OF CONTRACT:**

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

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

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

It is understood and agreed that the Owner may, at its discretion, avail itself of any or all of the above rights or remedies and that the invoking of any one of the above rights or remedies will not prejudice or preclude the Owner from subsequently invoking any other right or remedy set forth above or elsewhere in the contract.

#### **8.9 USE OF COMPLETED OR UNCOMPLETED PORTIONS:**

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed as acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation; or extension of time or both, as the Engineer may determine.

#### **8.10 RIGHT OF OWNER TO DO WORK:**

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the contract, the Owner after 3 days written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Contractor.

#### **8.11 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:**

If the work should be stopped under an order of any court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by the Contractor, or if the Engineer should fail to issue any certificate for payment within 10 days after it is due, or if the Owner should fail to pay to the Contractor within 30 days of its presentation, any sum certified by the Engineer and approved by the Owner, then the Contractor may, upon 7 days written notice to the Owner and Engineer, stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

#### **8.12 LEGAL ACTIONS CONCERNING THE WORK:**

Should legal action be entered into either by the Contractor (or the Contractor's surety) against the Owner or by the Owner against the Contractor (or the Contractor's surety), such legal action shall be tried in the county of the state in which the work was or is to be performed.

If one of the questions at issue is the satisfactory performance of the work by the Contractor and should the appropriate judicial body judge the work of the Contractor to be unsatisfactory, then the Contractor or the Contractor's surety shall reimburse the Owner for all legal and all other expenses (as may be allowed and set by the court) incurred by the Owner because of the legal action and, further, it is agreed that the Owner may deduct such expenses from any sum or sums then or that may become due the Contractor.

Should there be no such funds available, or should such funds not be sufficient to cover the said expenses, then the Contractor or the Contractor's surety shall pay all of such additional costs involved.

#### **8.13 CERTIFICATE OF COMPLIANCE:**

After completion of all items of work specified in the contract, and completion of the final inspection as set forth in Subsection 5.16, the Contractor shall submit to the Owner a Certificate of Compliance in form substantially as follows: "I (we) hereby certify that:

1. All work has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work;

2. There have been no unauthorized substitutions of Subcontractors; nor have any subcontracts been entered into without the names of the Subcontractors having been submitted to the Owner prior to the start of such subcontracted work;
3. No subcontract was assigned or transferred or performed by any Subcontractor other than the original Subcontractor, without prior notice having been submitted to the Owner together with the names of all Subcontractors;
4. All Subcontractors performing work described in ORS 701.005(2) (i.e., construction work) were registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.026 to 701.035 before the Subcontractors commenced work under the contract;
5. All claims for material and labor and other service performed in connection with these specifications have been paid;
6. All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission (in accordance with ORS 305.385 and ORS 279C.530), hospital associations and/or others have been paid."

#### **8.14 COMPLETION AND ACCEPTANCE:**

After completion of all items of work specified in the contract, and completion of the final inspection as set forth in Subsection 5.16, and acceptance of all public portions of utility construction by the respective public utility regulatory agency, and completion of the Certificate of Compliance as set forth in Subsection 8.13, the Engineer will recommend to the Owner that the work be accepted, and payment made as provided for in Subsection 9.11.

It is mutually agreed between the parties to the contract that a certificate of completion of the project, submitted by the Engineer or other agent of the Owner and approved by the governing body of the Owner, shall constitute final acceptance of the work and materials included in the contract on the date of such approval. It is provided further that such approval shall not constitute an acceptance of any authorized work, that no payment made under the contract except the final payment shall be evidence of the performance of the contract, either wholly or in part, and that no payment shall constitute an acceptance of unauthorized or defective work or improper material.

The acceptance of the contract work shall not prevent the Owner from making claim against the Contractor for any defective work.

### **GC-9 MEASUREMENT AND PAYMENT**

#### **9.1 MEASUREMENT OF QUANTITIES:**

All work completed under the contract shall be measured by the Engineer according to United States standard measure. The methods of measurement and computation to be used in the determination of the quantities of materials furnished and the quantities of work performed under the contract shall be the methods outlined in these specifications or by those methods generally recognized as good Engineering practice, which, in the opinion of the Engineer, give the greatest accuracy consistent with practicable application.

#### **9.2 SCOPE OF PAYMENT:**

The Contractor shall accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment, and for performing all work under the contract, also for all loss, damage, or liability arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered delaying the prosecution of the work until its final acceptance by the Owner.

#### **9.3 ALTERATION IN DETAILS OF CONSTRUCTION:**

The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of construction as may be found to be necessary or desirable.

Such increases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to accept the work as altered, the same as if it had been a part of the original contract.

Unless such alterations and increases or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. If, however, the character of the work or the unit costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work, or in case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the Contractor, in such amount as the Engineer may determine to be fair and equitable.

#### **9.4 QUANTITIES AND LUMP SUM PRICES:**

**9.4.01 Lump Sum** - The Contractor shall include in the contract sum all allowances named in the contract document for items (or for the entire work) which are to be paid for under a lump sum price(s) and shall cause the work so covered to be done for such sums. Should the Engineer direct that additional work be required, or work deleted under a lump sum price(s) item, the contract sum will be adjusted therewith by negotiation or by deletion or addition of other work of equivalent value at the option of the Owner. The Contractor declares that the lump sum price(s) includes such sums for all expenses and profit as the Contractor deems proper. No demand for expense or profit other than those included in the lump sum price(s) will be allowed.

#### **9.5 PAYMENT FOR FORCE ACCOUNT (EXTRA) WORK:**

When extra work is ordered by the Engineer to be done on a force account basis (either by the Contractor or an approved Subcontractor), such work will be paid for on the basis of the actual cost to the Contractor or Subcontractor for labor cost, material cost and equipment cost plus an allowance of 15% thereof. This allowance is to cover the costs of administration, general superintendence, other overhead, bonds, anticipated profit, and the use of small tools and equipment for which no rental is allowed. Where said work is performed by an approved Subcontractor, an additional 5% will be allowed the Contractor for administration and supervision of the Subcontractor's work.

The items of cost to which the above percentage will be added and to which reimbursement will be made are as follows:

**9.5.01 Labor** - The wages of supervisors, equipment operators, and skilled, semiskilled and common laborers assigned to the specific operation will be reimbursed at contract or actual payroll rate of wages per hour and actual fringe benefits paid, for each hour that the employees are actually engaged in the performance of the force account work. Reimbursement for hourly wage rates and benefits shall not exceed prevailing wage rates and benefits for the class or classes of work performed under force account.

In addition to wages and fringe benefits, reimbursement will be allowed for indirect labor costs as follows:

- a) Social Security Tax and Unemployment Tax at the percentage legally required;
- b) Industrial Accident or Worker's Compensation Insurance at the policy percentage rate;
- c) Contractor's Public Liability Insurance and Contractor's Property Damage Liability Insurance at the policy percentage rate;

**9.5.02 Materials** - Purchased materials and supplies used on force account work will be reimbursed at the prices billed to the Contractor or Subcontractor by the supplier, less all discounts. It will be assumed that the Contractor or the Contractor's Subcontractor has taken advantage of all possible discounts on bills for materials and supplies, and such discounts will be subtracted from the total amounts of bills regardless of any failure of the Contractor to take advantage of same. Freight and express on material and supplies will be considered a part of the cost and will be reimbursed as materials and supplies.



**9.5.03 Equipment** - Equipment, either owned or rented by the Contractor, that is mutually considered necessary, will be reimbursed at equipment rental rates. The hourly rental rate will be determined using the monthly rental rates taken from the current edition of the *Rental Rate Blue Book for Construction Equipment* and dividing by 176. The daily rental rate for equipment used on a 24-hour basis will be determined by dividing the monthly rate by 22. To the above rates, add the predominant area adjustment percentage for the state as shown on the area adjustment map in the *Rental Rate Blue Book*. In the case of equipment not listed in the *Rental Rate Blue Book*, a monthly rate will be computed on the basis of 6 percent of the manufacturer's list price for sale of new equipment. The hourly rate in this case will be determined by dividing the monthly rate by 176. For equipment used on a 24-hour basis and having no rate listed in the *Rental Rate Blue Book*, the daily rate will be 6 percent of the manufacturer's list price for the sale of new equipment, divided by 22.

The rental rates reimbursed for equipment will in all cases be understood to cover all fuel, supplies, maintenance, repairs and renewals, and no further allowances will be made for those items unless specific agreement to that effect is made in writing before the work is commenced. Individual pieces of equipment having a value of \$100.00 dollars or less will be considered to be tools or small equipment, and no rental will be reimbursed on such.

The percentage allowances made to the Contractor in accordance with the terms outlined above will be understood to be reimbursement and compensation for all superintendence, use of tools and small equipment, overhead expenses, bond cost, insurance premiums, profits, indirect costs and losses of all kinds, and all other items of cost not specifically designated herein as items involved are furnished or incurred by the Contractor or by the Subcontractor. No other reimbursement, compensation or payment will be made for any such services, costs or other items.

Should any percentage allowance or other corresponding allowance be made by the Contractor to a Subcontractor (other than specified herein), in connection with force account work, such allowance shall be at the sole expense of the Contractor and the Contractor will not be reimbursed or otherwise compensated for the same by the Owner.

#### **9.6 FORCE ACCOUNT BILLS:**

The Contractor and the Engineer will review the record of extra work quantities done on a force account basis at the end of each day.

Bills for force account work shall show in payroll form the dates, names, hours worked each day, rates of pay, and amounts paid to each individual employed on such work and shall give in detail the nature of the work done by each. Bills for materials shall be fully itemized, showing dates of delivery, quantities, unit prices, amounts, and discounts, and shall be accompanied by receipted invoices covering every item.

All bills, payrolls, and other forms of claims for payment on force account work shall be submitted in triplicate, shall state the number of force account work or change order applicable and the name or number of the contract under which the work was performed, and must be approved by the Engineer. Failure to present claims in proper form within 30 days after the close of the month in which the work covered was performed shall constitute a waiver on the part of the Contractor of the Contractor's right to present such claim thereafter or to receive payment, therefore.

#### **9.7 ELIMINATED ITEMS:**

The Owner shall have the right to cancel the portions of the contract relating to the construction of any item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the work by order of the Engineer. Where practical, the work completed before cancellation shall be paid for at unit prices, otherwise the Contractor shall be allowed a profit percentage as provided under Subsection 9.5 but no allowance will be made for anticipated profits. Acceptable materials ordered by the Contractor or delivered on the work prior to the date of cancellation or suspension of the work by order of the Owner shall be purchased from the Contractor by the Owner at actual cost and thereupon becomes the property of the Owner.

## **9.8 PROGRESS PAYMENTS:**

At a regular period each month the Engineer shall make an estimate of the amount of work completed and of the value of such completed work. The Contractor shall also make an estimate of the amount and value of acceptable material to be incorporated in the completed work which has been delivered and properly stored at or near the site or at a location acceptable to the Engineer. With these estimates as a base, a progress payment shall be made to the Contractor, which progress payment shall be equal to the value of completed work as computed from the Engineer's estimate, plus the value of accepted materials which are in condition or state of fabrication ready to be incorporated in the completed structure and which are held in storage on or near the work, the value of such materials computed in accordance with Subsection 9.9 of these specifications, less such amounts as may have been previously paid, less such other amounts as may be deductible or as may be owing and due to the Owner for any cause, and less an amount to be retained in protection of the Owner's interests.

The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be deemed necessary to protect the Owner from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- d. A reasonable doubt in the opinion of the Engineer that the contract can be completed for the balance then unpaid.
- e. Damage to another Contractor.
- f. Reasonable indication that the work will not be completed within contract time.
- g. Unsatisfactory prosecution of the work by the Contractor.

Should the amount due the Contractor under the estimate for any given month be less than \$500.00 dollars, at the option of the Engineer, no payment shall be made for that month.

Progress payments shall not be construed as an acceptance or approval of any part of the work covered thereby, and they shall in no manner relieve the Contractor of responsibility for defective workmanship or material.

The estimates upon which progress payments are based are not represented to be accurate estimates, and all quantities shown therein are subject to correction in the final estimate. If the Contractor uses such estimates as a basis for making payment to Subcontractors, the Contractor does so at the Contractor's own risk, and the Contractor shall bear all loss that may result.

The making of progress payments under the contract, either before or after the date set for completion of the work, shall not operate to invalidate any of the provisions of the contract or to release the surety.

At the time payment is made for any materials which have been stored at or near the site, the Ownership of such materials shall be vested in the Owner, and they shall remain in storage until used on the work. Such materials shall not be used on other work.

## **9.9 ADVANCES ON MATERIALS:**

For materials delivered and held in storage upon the work (or near the site of the work if approved by the Engineer), allowances will be made in the progress payments to the Contractor. These allowances shall be in amounts not exceeding 90% of the net cost to the Contractor of the material f.o.b. the work, and from such allowances there shall be retained the percentage regularly provided for in connection with progress payments. In cases where there is a bid price on a given material in place the allowance shall be further limited not to exceed 90% of the difference between the bid price and the cost of placing as estimated by the Engineer.

At the option of the Engineer, no allowance for materials shall be made on any progress estimate unless the total allowable value for all materials on hand is at least \$1,000.00 and no allowance shall be made upon any single class of material the value of which is not at least \$500.00. The inventory of materials for which advances are requested shall be kept to a reasonable size as approved by the Engineer. No allowance shall be made upon fuels, supplies, form lumber, falsework, or other materials, or on temporary structures of any kind, which will not become an integral part of the finished construction. As a basis for determining the amount of advances on material, the Contractor shall make available to the Engineer such invoices, freight bills, and other information

concerning the materials in question, as the Engineer may request. Should there be reasonable evidence, in the opinion of the Engineer, that the Contractor is not making prompt payments for material on hand, allowances for material on hand will be omitted from progress payment.

#### **9.10 ALLOWANCE FOR MATERIALS LEFT ON HAND:**

Materials delivered to the work or acceptably stored at approved sites at the order of the Engineer but left unused due to changes in plans or variations in quantities will, if the materials are not practically returned for credit, be purchased from the Contractor by the Owner at actual cost (without percentage allowance for profit) and shall thereupon become the property of the Owner.

#### **9.11 FINAL PAYMENT:**

The Engineer will make a final estimate and recommend acceptance of the work as of a certain date. Upon approval and acceptance by the Owner, the Contractor will be paid a total payment equal to the amount due under the contract including all retainage.

Prior to final payment, the Contractor shall deliver to the Owner, a receipt for all amounts paid or payable to the Contractor and a release and waiver of all claims against the Owner arising from or connected with the contract and shall furnish satisfactory evidence that all amounts due for labor, materials and all other obligations have been fully and finally settled or are fully covered by insurance.

#### **9.12 ACCEPTANCE OF FINAL PAYMENT:**

The acceptance by the Contractor of the final payment shall release the Owner and the Engineer as agent of the Owner from all claims and all liability to the Contractor for all things done or furnished in connection with the work, and every act of the Owner and others relating to or arising out of the work. No payment, however, final or otherwise, shall operate to release the Contractor or the Contractor's sureties from obligations under the contract and the performance, payment and other bonds and warranties, as herein provided.

#### **9.13 SUSPENSION OF PAYMENTS:**

No partial or final payment shall be made as long as any order made by the Engineer to the Contractor in accordance with the specifications remains uncompleted. Neither shall any progress or final payment be made as long as any claim or lien filed or prosecuted against the Owner, the Owner's officers or employees contrary to the provisions of the contract remains unsatisfied.

#### **9.14 FINAL GUARANTEE:**

Neither the final acceptance nor payment nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which appear within a period of one year from the date of final acceptance. The Owner shall give notice of observed defects with reasonable promptness. The Contractor shall initiate corrective action within 5 days after written notification from the Owner. All questions arising under this paragraph shall be decided by the Engineer.

#### **9.15 PAYMENTS:**

Payments under the contract shall be paid in cash by the Owner unless otherwise provided by the Special Provisions of these specifications.

This Agreement will not be effective until approved by The City Commission.

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

**CITY OF WARRENTON:**

By: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

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

**CONTRACTOR:**

By: \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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





## City Commission Agenda Memo

Meeting Date: July 22, 2025  
From: Mathew J. Workman, Chief of Police  
Subject: Shopping Cart Ordinance Discussion

### Summary:

This is a continuation of the previous discussion we had on June 24th. The attached *draft* ordinance was rewritten by the City Attorney's office, incorporating your comments and ideas from the previous discussion. The new draft ordinance takes a new direction using a tiered or graduated system and goes away from a violation/citation/fine system to a fee system. The draft also incorporates the Police non-emergency number to be used to report abandoned carts.

### Recommendation/Suggested Motion:

I do not have a suggested motion as this is intended to be a discussion item at this time.

### Alternative:

None recommended

### Fiscal Impact:

There will be no fiscal increase as it will be enforced using current budgeted resources, though there will be a slight revenue increase from the fees and fines established by the ordinance.

### Attachments:

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

- Draft Ordinance No. 1295

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

A blue ink signature, likely of Esther Moberg, written over a horizontal line.

ORDINANCE NO. 1295

Introduced by All Commissioners

AN ORDINANCE ADDING CHAPTER \*\* “\*” OF THE WARRENTON MUNICIPAL CODE

**WHEREAS**, ORS 98.515 authorizes local governments to enact or adopt an ordinance to prohibit the unauthorized appropriation of a shopping cart from a business premise and to provide for the salvage or reclamation of an abandoned shopping cart; and

**WHEREAS**, ORS 98.520 establishes the requirements that local governments must substantially comply with when regulating abandoned shopping carts; and

**WHEREAS**, the City has several businesses that supply shopping carts for customers to use while shopping at the business; and

**WHEREAS**, people often remove or appropriate these shopping carts from the business property and leave them at various locations around the city; and

**WHEREAS**, the shopping carts are both an eyesore and can become a hazard by blowing into traffic, blocking roadways, and blocking sidewalks; and

**WHEREAS**, the City wishes to enact regulations prohibiting the abandonment of shopping carts; and

**NOW, THEREFORE**, the City of Warrenton ordains as follows:

**Section 1.** Warrenton Municipal Code Chapter \*\*\*\*\* is hereby amended to include the following new provisions:

**\*\*.\*\*.\*\*\* Requirements for Shopping Cart Providers.**

**A person, business, or entity that supplies shopping carts for public use shall:**

**A. Post signs in sufficient number to:**

- 1. Give notice to members of the public entering onto or leaving the business premises that unauthorized appropriation of a shopping cart is a crime under ORS 164.015; and**
- 2. Provide a telephone number that members of the public may use to report abandoned shopping carts. For the purposes of this chapter, the Warrenton Police Chief, or designee, shall assign a non-emergency, toll-free phone number for use by a person, business, or entity that supplies shopping carts as provided under this chapter.**

**B. Identify the person, business, or entity that holds ownership on each shopping cart and post a sign on the shopping cart that:**

- 1. Notifies any member of the public using the shopping cart that unauthorized appropriation of a shopping cart is a crime under ORS 164.015; and**



2. Provides the City's non-emergency, toll-free telephone number for use in reporting an abandoned shopping cart.
- C. Establish, maintain, and make available to the public, at the expense of the person, business, or entity, a toll-free telephone line for the purpose of reporting abandoned shopping carts. Each report the person, business, or entity receives concerning an abandoned shopping cart should be reported to the Warrenton Community Development Department within one business day after the report is received.
- D. Retrieve, or at their discretion, contract for the retrieval of, abandoned shopping carts belonging to the person, business, or entity.

**\*\*.\*\*.\* Retrieval and Disposal of Shopping Carts – Fees and Enforcement.**

- A. For the purposes of this chapter, a shopping cart shall be determined to be abandoned if it is found off of the premises where it is intended for normal business use.
- B. A person, business, or entity shall retrieve a shopping cart the person, business, or entity owns within 72 hours after receiving notification that the shopping cart has been abandoned.
- C. If the City identifies, salvages, takes custody, or reclaims an abandoned shopping cart:
  1. If the owner is identifiable, the City shall contact the person, business, or entity using the City-provided non-emergency, toll-free telephone number to report the existence and location of an abandoned shopping cart. The person, business, or entity shall thereafter have 72 hours to retrieve the abandoned shopping cart.
  2. If the owner is unidentifiable, the shopping cart may be immediately disposed of as the City deems appropriate.
- D. The City may return a shopping cart to the owner, business, or entity of the shopping cart for a fee established and set forth in the City fee schedule (the "Return Fee").
- E. The City may impose a fine of \$50.00 on the owner, business, or entity of the shopping cart if they do not retrieve the shopping cart within 72 hours after they receive a report of its existence (the "Failure to Retrieve Fine"). The City shall release the shopping cart to the owner upon payment of the fine.
- F. The City may take title to an abandoned shopping cart in their custody and dispose of the shopping cart as the City deems appropriate, if the owner does not claim the shopping cart within 30 days.
- G. A violation of this chapter shall, upon conviction thereof in the municipal court of the City of Warrenton, be punished by a fine of not less than \$65 and not more than \$250.

H. In addition to the Return Fee, if a person, business, or entity that holds ownership on each shopping cart violates the provisions of this chapter on more than five occurrences per calendar year, the person, business, or entity shall be deemed a “habitual offender” and subject to the following fees (the “Habitual Offender Fee”):

1. More than five violations in a calendar year, but less than ten: the habitual offender shall be subject to an additional fee of \$50 per violation.
2. More than ten violations in a calendar year: the habitual offender shall be subject to an additional fee of \$100 per violation.

I. An order requiring payment of a Return Fee or a Habitual Offender Fee must be in writing and shall state the basis for the fee and the authority under which the order is being issued. The order shall be served personally on the habitual offender, or else by certified and regular mail. If the fee order is to be served by certified and regular mail, it must be postmarked within 30 days of the return occurrence or violation.

J. A Return Fee or a Habitual Offender Fee shall be due and payable no later than 30 days after the date of receipt of the fee order. Any fees remaining unpaid after the due date will accrue interest at one percent per month, compounded daily from the due date.

K. All fees imposed by this chapter will be a debt due and owing to the City and may be collected by civil action in the name of the City. In lieu of filing an action for the recovery, the City may, at their sole discretion, submit any outstanding amount due to a collection agency; provided however, that such action shall only be allowed if a fee imposed under this chapter is more than 30 days delinquent.

L. A person, business, or entity may appeal a Return Fee, a Failure to Retrieve Fine, or a Habitual Offender Fee order issued under this chapter pursuant to the provisions of ORS 34.010-34.102.

**Section 2.** This Ordinance shall become effective thirty days after its adoption.

First Reading: \*\*\* \*\*, 2025

Second Reading: \*\*\* \*\*, 2025

ADOPTED by the City Commission of the City of Warrenton, Oregon this \*\* day of \*\*\* 2025.

APPROVED

ATTEST

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

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





## **AGENDA MEMORANDUM**

**To:** The Honorable Mayor and Members of the Warrenton City Commission  
**Copy:** Esther Moberg, City Manager  
**From:** Brian Alsbury, Fire Chief  
**Date:** July 22nd 2025

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### **SUMMARY:**

On May 27, 2025, I presented a draft and opportunity for the Warrenton City Commission to provide its comments and guidance to the administrations of both the Finance and Fire Departments. At that time, guidance was given and used to provide further details on the following ideas.

1. Public Safety Fee-I have provided two fee schedules that include only commercial properties, the size of the meter(s), and the projected revenue generated.
2. False Fire and Medical Fee Policy-I have provided a draft policy and a fee schedule (Appendix C), Oregon State Fire Marshals
3. Business License Safety Fee-Proposed restructuring of the business license fee and adding a Public Safety Fee component.

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### **RECOMMENDATION:**

Provide feedback from the commission to move forward with any implementation of the discussed fees above.

Approved by City Manager: Edith Moberg

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



# Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 (503) 861-2494 Fax 503/861-2351  
225 S. Main Warrenton, Or 97146-0250

## Fee Structure Summary:

| Meter Size | (#) | Monthly Fee | Monthly Revenue | Annual Revenue |
|------------|-----|-------------|-----------------|----------------|
| 0.75"      | 136 | \$10.00     | \$1,360.00      | \$16,320.00    |
| 1"         | 36  | \$15.00     | \$540.00        | \$6,480.00     |
| 1.5"       | 27  | \$20.00     | \$540.00        | \$6,480.00     |
| 2"         | 42  | \$25.00     | \$1,050.00      | \$12,600.00    |
| 3"         | 6   | \$30.00     | \$180.00        | \$2,160.00     |
| 4"         | 8   | \$35.00     | \$280.00        | \$3,360.00     |
| 6"         | 6   | \$40.00     | \$240.00        | \$2,880.00     |
| 8"         | 1   | \$50.00     | \$50.00         | \$600.00       |

## Total Projected Revenue:

- Annual: \$50,880.00

|       |     |         |            |             |
|-------|-----|---------|------------|-------------|
| 0.75" | 136 | \$10.00 | \$1,360.00 | \$16,320.00 |
| 1"    | 36  | \$25.00 | \$900.00   | \$10,800.00 |
| 1.5"  | 27  | \$30.00 | \$810.00   | \$9,720.00  |
| 2"    | 42  | \$35.00 | \$1,470.00 | \$17,640.00 |
| 3"    | 6   | \$45.00 | \$270.00   | \$3,240.00  |
| 4"    | 8   | \$50.00 | \$400.00   | \$4,800.00  |
| 6"    | 6   | \$60.00 | \$360.00   | \$4,320.00  |
| 8"    | 1   | \$80.00 | \$80.00    | \$960.00    |

## Total Projected Revenue:

- **Annual: \$67,800**

This Public Safety Fee provides a predictable and dedicated revenue stream that can support critical fire, EMS, and life safety services. It is especially valuable in sustaining operations as we continue to experience increased call volume and growing service demands, with a relatively lean staff structure compared to peer agencies.



**.75 METERS COMMERCIAL/GOVERNMENT/INSTITUTIONAL (134)**

- GATEWAY LODGE #175
- COW-COMMUNITY GARDEN
- SAFEKEEPING STORAGE
- KONEZ
- OCEAN CREST CHEV.
- NORTH COAST MINI STORAGE
- HORNBECK
- MAIN STREET MINI STORAGE
- WARRENTON BOAT YARD
- DELAURA BEACH MARKET
- BUS BARN WARRENTON SCHOOLS
- FULTANOS PIZZA
- OUTPOST WARRENTON LLC
- WARRENTON MINI MART
- GARIBALDI BAY INC
- STARLIGHT ONE LLC
- DAIRY MAID
- NOHA
- FORT TO SEA INVESTMENTS LLC
- IREDALE
- MAIN ST. MARKET
- NATIONAL MARINE FISHERIES
- PG PROPERTIES
- MARXEN & HALL
- PETERSON
- FIRST STEPS
- BECHTOLT
- KAMAKSHI INC
- MCGRORTY
- METHODIST CHURCH
- OLSON
- YOUNG
- A-1 READY MIX
- SHAMROCK YACHATS (X3)
- CHASE

- BPGH ELECTRIC
- WARRENTON AUTO & MARINE
- EL COMPADRE REST.
- DARLENE WARREN INSURANCE LLC
- CENTURYLINK INC.
- SUPERMART #10
- HAMMOND MARINA RV PARK LLC.
- PATTERSON
- CHARLTON DEEP SEA
- US POSTAL #0330
- ENGLAND MARINE
- COW-WM
- TUSSING
- FAST LUBE & OIL
- MEDIX
- CLATSOP DISTRIBUTING
- WEST COAST PROPELLER
- SWEET
- NISA BLACKER NTC/LLC
- DEJESUS
- COW CP RESTROOMS
- CLEAR CHOICE DERMATOLOGY
- STINEMAN
- COLUMBIA DISTRIBUTING
- PALMBERG
- TJ AUTO
- SKIPANON STORAGE
- SMITH
- ST FRANCIS DESALES
- WALTER
- JAMES
- J & S APPLIANCE
- PHILADELPHIA CHURCH
- BERGERSON WOOD AND WINDOWS
- BAYBREEZE BOARDING
- BP1 LLC

- SEAMAN PROPERTIES
- F & H INVESTMENTS LLC
- PRIMO WATER
- MARLIN MINI STORAGE
- SOWINS
- ATLAS WARRENTON LLC (X5)
- VITAMIN COTTAGE NATURAL FOODS (X3)
- AAA OF OREGON
- AT&T WIRELESS
- FILK CORP.
- CLATSOP CO. COMMUNITY CORRECTIONS
- COW-WM (X2)
- TACKLE TIME
- ALLGEYER (X2)
- BATTERY 245 BREWING COMPANY
- FOESTE
- CELLULAR SALES OF KNOXVILLE
- KUJALA
- JOHNSON
- PALMBERG
- ROD'S AUTO
- MARK BALDEIN CONSTRUCTION
- LIGHTHOUSE PARK
- CROSSOVER CAR AUTO
- GOOD BITE LLC
- COW-FOOD CART PODS
- MAJIC WORKS LLC
- PAR AUTO GROUP (X2)
- L&D RACE TECH
- SOWINS
- ZORICH
- ATLANTIS AUTO GLASS
- THB WARRENTON INC.
- MATTRESS FIRM
- HAMMOND KENNELS
- BOUY 9

- SOUTH JETTY DINING ROOM AND BAR
- COW-HFD
- HAMMOND POST OFFICE
- SHEPHERD-SE
- HEINEY
- ROGERS
- JACKMAN
- WARRENTON FIBER
- J & S APPLIANCE
- LJF PROPERTIES
- LETHIN
- HELMERSON
- GEORGE MORLAN PLUMBING
- STALLSWORTH
- SILVIS
- WARRENTON LIQUOR STORE
- COW-FR PARKLET
- KING FISH (X2)
- COW-WCP (X3)
- SUNSET RIVER LLC FIRELINE
- COW-PARADE GROUNDS
- COW-SPUR 104
- COW-MEMORIAL PLAZA
- ROBY'S FURNITURE
- OSBURN OLSON LLC
- Po SADDLE MOUNTAIN INC.

**1" METERS COMMERCIAL/GOVERNMENT/INSTITUTIONAL (36)**

- OCEAN CREST CHEV.
- GCI COMMUNICATION GROUP
- COW-L
- NORTHWEST OREGON HOUSING AUTHORITY
- WAUNA FEDERAL CREDIT UNION
- WARRENTON CHRISTIAN CURCH
- COTTE
- CAMP KIWANILONG

- FOWLER
- ULTA BEAUTY
- JOANN FABRICS
- BIG 5 SPORTING GOODS
- VITAMIN COTTAGE NATURAL FOOD
- ATLAS WARRENTON LLC
- WALGREEN'S (X2)
- NORCO RENTAL PROPERTIES (X2)
- NW SENIOR & DISABILITY SERVICE
- MCCALL TIRE
- ANCHOR CHRISTIAN ACADEMY
- UMPQUA BANK
- COW-WM
- FIRST BAPTIST CHURCH
- NAZARENE CHURCH
- LETHIN
- DR. R WOODS DDS MD
- AUTO ZONE
- WEBER COASTAL BELLS LP
- GINNI LLC
- GOODWILL
- COW-PARKS-SOCCER
- OREGON STATE POLICE
- ALEXANDROFF DENTAL
- FIBRE FEDERAL CREDIT UNION
- TRACTOR SUPPLY
- CMP PLUMBING

**1.5" METERS COMMERCIAL/GOVERNMENT/INSTITUTIONAL (27)**

- OHANA MEDIA GROUP
- PAPF WARRENTON (X2)
- HOME DEPOT (X2)
- O'REILLY AUTO
- WENDY'S
- COW-CC
- COW-CC

- ROSS STORES #652
- COW-WM
- PAR AUTO GROUP
- FAST LUBE & OIL
- COW-WCP
- U.S. FOODS
- PACIFIC FABRICATION
- BANK OF THE PACIFIC
- MARLIN AVE PROPERTIES
- ULRICH DQ
- BAYBREEZE BOARDING & GROOMING
- CARLSON CONTRACTING INC
- LETHIN
- GOODWILL INDUSTRIES
- COW-PW (X3)
- COW-WM
- OREGON STATE POLICE
- BAYSHORE ANIMAL VET
- ASTORIA FORD

## **2" METERS COMMERCIAL/GOVERNMENT/INSTITUTIONAL (42)**

- HEADSTART
- COW
- NORTHWEST OREGON HOUSING
- HOME DEPOT
- PAPF WARRENTON/ARGONAUT INVESTMENTS
- COSTCO WHOLESALE #1059
- PACIFICORP. FACILITIES
- ODOT
- CALVARY ASSEMBLY OF GOD
- WARRENTON MINI MART-LAUNDRY
- WARRENTON DEEP SEA-B
- KAMPER WEST
- ATLAS WARRENTON LLC
- SHILO REST
- TREND INVESTMENTS



- CLATSOP COUNTY SERVICES
- CLATSOP BEHAVIORAL HEALTHCARE
- CLATSOP CARE MEMORY
- CCA REGIONAL FOOD BANK
- NATIONAL MARINE FISHERIES
- ANTIETOM LLC
- COW-HM
- CFT NV DEVELOPMENTS LLC
- BROLIN-WARRENTON LLC
- SKIPANON LANDING LLC
- PORT WARREN MOORAGE
- FORT STEVENS-WTR
- KRISTA-CODY LTD.
- SADDLE MOUNTAIN INC
- COSTCO WHOLESALE #1059
- CLATSOP COUNTY B & G
- COW-WM (X4)
- COW-WWTP (X2)
- SOUTH JETTY INN
- WARRENTON FIBRE CO
- A-1 READY MIX
- SUNSET EMPIRE TRANSPORTATION
- FORT STEVENS NATIONAL CEMETERY
- CFT NV DEVELOPMENTS LLC
- WALMART INC #5861 (X2)
- NW NATURAL GAS

### **3" METERS COMMERCIAL/GOVERNMENT/INSTITUTIONAL (6)**

- LUM'S AUTO CENTER
- SHILO INN HOTEL
- FORT STEVENS PARK-WTR
- CLATSOP COUNTY COMMUNITY CORRECTIONS
- COSTCO WHOLESALE #1059
- WALMART #5861

### **4" METERS COMMERCIAL/GOVERNMENT/INSTITUTIONAL (8)**

- WARRENTON FIBER CO
- COA-ASTORIA
- FRED MEYER #218
- WARRENTON HIGH SCHOOL
- PORT OF ASTORIA
- CLATSOP COUNTY B & G
- BIO-OREGON
- PACIFIC COAST SEAFOODS

**6" METERS COMMERCIAL/GOVERNMENT/INSTITUTIONAL (6)**

- KOA
- WARRENTON GRADE SCHOOL
- PACIFIC COAST SEAFOODS
- HAMPTON LUMBER MILL
- FORT STEVENS PARK-WTR
- TREND INVESTMENTS

**8" METERS COMMERCIAL/GOVERNMENT/INSTITUTIONAL (1)**

- POINT ADAMS PACKING



# Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 (503) 861-2494 Fax 503/861-2351  
225 S. Main Warrenton, Or 97146-0250

## False Fire and Medical Alarm Fee Policy

The Warrenton Fire Department may impose a **cost-based fee** for responses to repeated **false fire or medical alarms**, in accordance with city policy and fee schedules.

### Fee Exemptions:

- **First false alarm** (fire or medical) per calendar year at any **residential or commercial occupancy** will **not** incur a fee.
- No fee will be imposed for alarms that:
  - Occur in connection with an **actual fire**, or
  - Result in **medical treatment** being rendered by EMS personnel.

### Billable Events:

- Repeated false alarms occurring **after the first incident** within the calendar year may be subject to billing.
- Cancelled or routed false alarms may be evaluated for cost recovery based on dispatch data and response status.

### Fee Basis:

- Fees will be calculated using the **rates established in Appendix C**, and may also reflect **reasonable estimates of actual response costs**, including:
  - Personnel time
  - Apparatus usage
  - Fuel and equipment wear
  - Administrative overhead

This policy is intended to promote responsible alarm system maintenance while ensuring that emergency resources remain available for true emergencies.

## Open Burning Violation Fee Policy

The Warrenton Fire Department may impose a **cost-based fee** for responses to **open burning violations**, in accordance with the provisions outlined below.

### Definition of Violation:

An **open burning violation** is defined as any fire that violates:

- **Locally adopted fire codes,**
- **Applicable Oregon Revised Statutes, or**
- **Oregon Department of Environmental Quality (DEQ) regulations.**

### Fee Applicability:

- Fees may be imposed for **repeated violations**, or for **individual violations** that pose a risk to public safety or the environment.
- A fee **will be imposed** for any open burning violation that occurs during periods of **High or Extreme Fire Danger**, as declared by local or state fire authorities.

### Fee Calculation:

- The fee will be based on the **rates outlined in Appendix C.**
- Additional charges may include **actual documented costs** incurred during the response, such as:
  - Firefighter labor
  - Apparatus use
  - Fuel and equipment wear
  - Administrative processing

This policy is intended to support wildfire prevention, protect public health, and ensure responsible use of open burning practices in the community.

## Transportation Route Response Fee Policy

The Warrenton Fire Department may impose a **cost-based fee** for emergency responses occurring on certain **transportation routes**, as outlined in this section.

### Definition – Transportation Route:

A *transportation route* is defined as any:

- **Roadway,**
- **Railway,**
- **Right-of-way,**

- **Waterway,** against which **no taxes or assessments for fire protection services** are levied by the Warrenton Fire Department or its associated fire protection district.

#### **Fee Applicability:**

- Cost-based fees may be imposed for department responses to **incidents, emergencies, or events** occurring on these transportation routes.
- This includes, but is not limited to:
  - **Vehicle crashes**
  - **Railway incidents**
  - **Waterway rescues**
  - **Airport or aircraft-related emergencies**

#### **Fee Calculation:**

- Invoices will be calculated based on **dispatch time records**, reflecting the **actual commitment of personnel and apparatus**.
- Fees will be assessed using the **rates outlined in Appendix C**.
- Additional charges for **miscellaneous supplies or services** (e.g., absorbents, hazmat cleanup tools, foam, etc.) may also be invoiced, based on documentation provided by the **Officer in Charge** at the scene.

This fee ensures that the department can recover costs for incidents occurring on non-tax-assessed routes while preserving emergency response capabilities for the taxpaying community.

### **Unprotected or Inadequately Protected Area Response Fee Policy**

The Warrenton Fire Department may impose a **cost-based fee** for emergency responses to incidents occurring in **unprotected or inadequately protected areas** located **outside the department or fire district boundaries**, as outlined in this section.

#### **Definition – Unprotected or Inadequately Protected Area:**

An area is considered unprotected or inadequately protected if it lies **outside the legal boundaries** of the Warrenton Fire Department or its affiliated fire protection district and:

- Does not receive tax-supported fire protection, or
- Lacks sufficient coverage by a fire protection provider.

#### **Fee Applicability:**

- Fees may be charged for any **fire, rescue, EMS, or hazardous condition response** occurring in such areas where **no mutual aid agreement or pre-arranged contract** exists.
- These responses are billed due to the **lack of assessed funding** supporting the department's operations in those locations.

**Fee Calculation:**

- Response costs will be billed **per hour**, based on:
  - **Dispatch time records** reflecting apparatus and personnel commitment
  - **The standard rates in Appendix A**
- Charges for **miscellaneous supplies or services** (e.g., foam, tools, absorbents, medical supplies) may also be invoiced based on:
  - **Appendix C rates**, and
  - **On-scene documentation** provided by the **Officer in Charge**

This fee ensures cost recovery for services provided beyond jurisdictional limits, while maintaining equitable resource use for taxpaying residents.

**Non-Emergency Facility Response Fee Policy**

The Warrenton Fire Department may impose a **cost-based fee** for certain **non-emergency requests for assistance** originating from **assisted living, residential care, or nursing facilities**, as outlined in this section.

**Applicability:**

This fee applies when the Fire Department is **requested by a commercial care facility** to assist with **non-emergency situations**, such as:

- Physically moving a non-injured resident
- Lifting assistance for residents with no injury or medical need
- Other assistance that does not involve an urgent or emergency condition

**Discretionary Review:**

The **Fire Chief**, or designee, will determine whether to impose a fee based on the following criteria:

1. The response was clearly **non-emergent in nature**;
2. The call was due to the facility's **lack of adequate staffing or internal resources** to meet the resident's routine care needs;
3. The facility has **repeatedly requested** non-emergency assistance from the Fire Department.

**Fee Calculation:**

- Fees will be based on **the rates outlined in Appendix C**, along with **documented actual costs** (e.g., personnel time, apparatus use, fuel).
- **Cancelled enroute requests** may still be considered **billable events** if department resources were committed and mobilized at the time of cancellation.



This policy supports the appropriate use of emergency resources and encourages care facilities to maintain the internal capacity to manage non-emergency resident needs without relying on emergency services

## **Fire Code Inspection and Enforcement Fee Policy**

The Warrenton Fire Department may impose a **cost-based fee** for **fire code inspections** and **code enforcement actions**, in accordance with this section.

### **Applicability:**

Fees may be assessed for:

- **Initial fire and life safety occupancy inspections**
- **Re-inspections** for previously identified violations
- **Enforcement actions** necessary to correct fire code violations
- **Inspections related to new construction or maintenance** upon request
- **After-hours inspections** requested by contractors or business owners

### **Fee Basis:**

- Fees will be calculated based on the **actual cost of conducting inspections**, performing code enforcement actions, or any related work.
- This may include, but is not limited to:
  - Personnel time
  - Administrative processing
  - Equipment or resource usage
  - Legal or warrant procurement costs (including attorney fees)
- If applicable, **rates in Appendix C** shall be used to determine appropriate charges.
- **After-hours inspections** or services requested **outside of normal working hours** may incur **higher fees** to account for **increased personnel costs**.

This policy ensures that the department can recover costs associated with code compliance and supports the safe design, construction, and maintenance of buildings within the community

## **Hazardous Material Response Fee Policy**

The Warrenton Fire Department may impose a **cost-based fee** for responses involving **hazardous materials incidents**, including mitigation, containment, or cleanup efforts, as outlined in this section.

### **Applicability:**

- Fees may be imposed for any **hazardous materials-related response**, regardless of whether the **Oregon State Hazardous Materials Team** also responds.

- Charges will apply **only to the portion of the response related to hazardous materials.**

#### **Fee Components:**

Fees will be based on the following:

- **Rates established in Appendix C**
- **Documented actual costs** of the response, including:
  - Personnel and apparatus time
  - Specialized equipment usage
  - Protective gear and safety materials
  - Decontamination resources
- **Administrative costs**
- **Miscellaneous supplies and services**, such as absorbents, neutralizers, disposal containers, and contracted services, as documented by the **Officer in Charge**

This fee ensures that the responsible party bears the cost of hazardous materials response rather than the tax-funded general public, while supporting the department's ability to safely manage and recover from such incidents.

### **Utility Assistance Fee Policy**

The Warrenton Fire Department may impose a **cost-based fee** for responses to **utility-related service calls**, as outlined in this section.

#### **Applicability:**

Fees may be imposed for department responses to incidents involving or in support of **public or private utility providers**, including but not limited to:

- **Downed electrical or cable lines**
- **Natural gas leaks**
- **Water main breaks**
- **Other utility-related hazards** requiring emergency assistance or hazard mitigation

#### **Fee Components:**

Charges will be based on:

- The **rates established in Appendix C**
- **Documented actual costs** associated with the response, including:
  - Personnel and apparatus time
  - Specialized equipment use

- Scene stabilization and mitigation activities
- **Administrative costs**
- **Miscellaneous supplies and services**, such as absorbents, barricades, or support materials, as documented by the **Officer in Charge**

This fee ensures that utility providers receiving direct service support from the Fire Department contribute to the cost of emergency response, helping preserve public resources for critical community needs

## Technical Rescue Fee Policy

The Warrenton Fire Department may impose a **cost-based fee** for responses requiring **technical or specialty rescue equipment**, training, or personnel, as outlined in this section.

### Applicability:

Fees may be imposed for:

- **Actual technical rescue responses**, including but not limited to:
  - High-angle rope rescue
  - Confined space rescue
  - Trench or structural collapse rescue
  - Water or ice rescue
- **Training support or standby services** involving specialty rescue resources when requested by external agencies or private parties

### Discretionary Determination:

The **Fire Chief** shall determine whether to impose such fees, taking into account:

1. Whether the incident occurred due to a **lack of proper safety planning or preparation**
2. Whether the incident involved **preventable conditions** (e.g., inadequate staffing, oversight, or planning)
3. Whether the request falls outside of mutual aid or standard public service expectations

### Fee Components:

If assessed, fees will include:

- Charges based on the **rates in Appendix C**
- **Documented actual costs** associated with the technical rescue response, including:
  - Personnel time
  - Equipment deployment
  - Apparatus usage

- **Administrative costs**
- **Miscellaneous supplies and services**, as documented by the **Officer in Charge**

This fee ensures cost recovery for highly specialized services while encouraging proper risk mitigation by external organizations and partners.

## **Non-Life, Health, and Safety Response Fee Policy**

The Warrenton Fire Department may impose a **cost-based fee** for responses to service calls **unrelated to immediate threats to life, health, or safety**, as outlined in this section.

### **Applicability:**

This fee may be imposed for responses where department personnel are requested to perform tasks **outside the scope of emergency life-saving services**, such as:

- Trigger removals (e.g., removing items that cause emotional or psychological distress)
- General assistance not tied to health, fire, rescue, or hazardous conditions
- Services requested in lieu of available private or non-emergency resources

### **Fee Components:**

Fees will be calculated based on:

- The **rates and fee schedule in Appendix C**
- **Documented actual costs** associated with the response, including:
  - Personnel and apparatus time
  - Use of department equipment or resources
  - Administrative processing
  - **Miscellaneous supplies and services** used during the response, as documented by the **Officer in Charge**

This policy ensures that public emergency resources are used responsibly and that costs for non-essential or non-emergency requests can be recovered to preserve readiness for true emergencies

- b) Procedures for completing the billing packet will be included with the billing packet.

#### 4. Allowable Reimbursements

- a) Mobilized resources- Apparatus and personnel reimbursements begin when the resources leave their county staging area.
- Career Firefighters - The state shall reimburse for the compensation paid to employees from the time mobilized resources leave the Point of Departure until they've returned to station.
  - Volunteers - The state will reimburse volunteers at a rate based upon the position they are filling during the conflagration for the actual number of hours they are in service on a mobilization up to 40 hours. After 40 hours on a mobilization, reimbursement will be paid at time and a half.

| Rate    | Position                      |
|---------|-------------------------------|
| \$19.05 | Firefighter                   |
| \$21.50 | Apparatus Operator            |
| \$22.75 | Engine Boss                   |
| \$25.50 | Strike Team/Task Force Leader |

Every spring, there will be an adjustment in reimbursement rates for all volunteer positions based on the December 31st year-to-year change of CPI-U West Region. As needed or requested by the Mobilization Plan Committee, a group of fire chiefs will convene to review reimbursement rates and make a recommendation to the Mob Plan Committee.

- Recalled Off-Duty Personnel - Reimbursement for recalled off-duty firefighters and substitute firefighters may be reimbursed. Backfill or recalled personnel are only eligible for reimbursement from the time mobilized resources leave the Point of Departure until they've returned to station.
- Replacement Personnel - In the event that an agency wants to swap personnel, the state will reimburse only one individual per position at any given time. That is, OSFM will reimburse

only the cost for the mobilized firefighters' mobilization travel, one firefighter's assigned time at the incident, and the replacement's demobilization travel time. The replacement firefighter's reimbursable hours will not begin until the firefighter who was initially mobilized has been demobilized by the Resource Unit Leader. At that point, the initial firefighter's reimbursable time ends. All expenses to make the replacement are at the jurisdiction's expense. All replacements must be pre-approved by the Incident Commander. Personnel replacement should not take place prior to 7 days unless there are extenuating circumstances.

b) Mutual Aid

Task force and strike team apparatus and personnel will be reimbursed if they are considered part of the conflagration response. This decision will be made by the Chief Deputy during the initial request for conflagration. All mutual aid task forces and strike teams that will be considered part of the response will need to check in with the Incident Management Team and complete the proper paperwork. Mutual aid will be reimbursed from the time the IMT assumes command or a time designated by the State Fire Marshal. Mutual aid will be paid per the cost schedule in this document: rates and typing shall apply, including personnel allowed per apparatus.

c) Claims

For loss or damage that occurs on a mobilization, between check-in time and demobilization. Claims must be reported to and investigated by the IMT and noted on the Resource Manifest. All repair or replacement claims must be pre-approved by the Oregon Department of State Fire Marshal before they are submitted with the billing packet. OSFM will require documentation as to how the loss or damage occurred as well as receipts verifying the actual cost of repair. Damage must be the direct result of the response, and not due to normal wear and tear. If damage or loss was not discovered at the incident, contact the OSFM as soon as possible after discovery.

d) Miscellaneous Expenses

The state shall reimburse the political subdivision supplying such aid for travel and maintenance expenses paid to employees supplied under ORS 476.520 to 476.590. All miscellaneous expenses not identified must be supported by documentation and receipts. The



## 9. Personnel Reimbursement Costs

During the course of rendering aid and assistance through the Act or a governor-declared state of emergency:

- a) The use of personnel or equipment of each jurisdiction shall be at the risk of that jurisdiction.
- b) Each jurisdiction shall obtain and maintain in full force and effect adequate public liability and property damage insurance or self-insurance to cover claims for injury to persons or damage to property arising to activities associated through the Act or state of emergency.
- c) Each jurisdiction shall be responsible for the acts of its own employees.
- d) Each jurisdiction shall compensate all personnel the exact amounts as submitted for reimbursement to the Oregon Department of State Fire Marshal.

## 10. Reimbursable Travel Times

Outside of extenuating circumstances, travel to and from an incident shall be reimbursable within one hour of the sum of the following equation:

$$d / 45 = t$$

Distance traveled (d) divided by 45 mph = travel time (t)

## 11. Equipment Rates

These rates are for equipment in good mechanical condition complete with all required attachments. Each rate includes costs for ownership and operation of equipment, including depreciation, overhead, all maintenance, fuel to and from the incident, lubricants, tires, OSHA-mandated equipment, and other costs incidental to operation.

Fuel and Diesel Exhaust Fluid will be provided while at the incident. In addition, all claims deemed to be a result of the incident will be reimbursed.

Apparatus not matching typing criteria (pump [GPM] or tank [gallons]) will be classified to the most restrictive type. E.g., an engine with a pump of 100 GPM with a 300 gallon tank would be classed as a Type VI engine. A tender with a 250 GPM pump and 5000 gallon tank would be classed as a Type II tender.

| RESOURCE: Engine, Fire (Pumper) |                    |                       |                 |                  |                 |                |                 |                  |
|---------------------------------|--------------------|-----------------------|-----------------|------------------|-----------------|----------------|-----------------|------------------|
| CATEGORY:                       |                    | Firefighting (ESF #4) |                 |                  | KIND:           | Equipment      |                 |                  |
| MINIMUM CAPABILITIES:           |                    | NIMS<br>TYPE I        | NIMS<br>TYPE II | NIMS<br>TYPE III | NIMS<br>TYPE IV | NWCG<br>TYPE V | NWCG<br>TYPE VI | NWCG<br>TYPE VII |
| Component                       |                    | \$100/hr.             | \$80/hr.        | \$75/hr.         | \$60/hr.        | \$60/hr.       | \$50/hr.        | \$45/hr.         |
| OSFM-Owned Compensation         |                    | N/A                   | N/A             | \$37.50/hr.      | N/A             | N/A            | \$25/hr.        | N/A              |
| Equipment                       | Pump Capacity      | 1000 gpm              | 500 gpm         | 150 gpm          | 70 gpm          | 50 gpm         | 50 gpm          | 10 gpm           |
| Equipment                       | Tank Capacity      | 400 gallons           | 400 gallons     | 500 gallons      | 750 gallons     | 400 gallons    | 150 gallons     | 50 gallons       |
| Equipment                       | Hose 2.5 in        | 1200ft                | 1000ft          | -                | -               | -              | -               | -                |
| Equipment                       | Hose 1.5 or 1.75in | 400ft                 | 500ft           | 1000ft           | 300ft           | 300ft          | 300ft           | -                |
| Equipment                       | Hose 1 in          | 200ft                 | 300ft           | 800ft            | 300ft           | 300ft          | 300ft           | 200ft            |
| Personnel                       | Personnel          | 4                     | 3               | 3                | 2               | 2              | 2               | 2                |

| RESOURCE: Water Tender, Firefighting (Tanker) |               |   |                 |                  |
|---|---------------|---|-----------------|------------------|
| CATEGORY:                                     |               | Firefighting (ESF #4)                                   |                 |                  |
| MINIMUM CAPABILITIES:                         |               | NIMS<br>TYPE I  | NIMS<br>TYPE II | NIMS<br>TYPE III |
| Component                                     |               | \$80/hr.  | \$65/hr.        | \$45/hr.         |
| OSFM-Owned Compensation                       |               | \$40/hr.  | N/A             | N/A              |
| Equipment                                     | Pump Capacity | 300 gpm   | 120 gpm         | 50 gpm           |
| Equipment                                     | Tank Capacity | 2000 gallons  | 1000 gallons    | 1000 gallons     |
| Personnel                                     | Personnel     | 2   | 2               | 2                |
| NOTE  |               | Water tenders shall be capable of drafting or refilling |                 |                  |

| RESOURCE: Fire Truck, Aerial (Ladder or Platform) |                 |                             |                             |                               |                             |
|---|-----------------|-----------------------------|-----------------------------|-------------------------------|-----------------------------|
| CATEGORY: Firefighting (ESF #4)                   |                 |                             |                             |                               |                             |
| MINIMUM CAPABILITIES:                             |                 | NIMS<br>TYPE I<br>\$150/hr. | NIMS<br>TYPE II<br>\$75/hr. | NIMS<br>TYPE III<br>\$125/hr. | NIMS<br>TYPE IV<br>\$50/hr. |
| Component   |                 |                             |                             |                               |                             |
| Equipment   | Aerial          | 76-100ft                    | 76-100ft                    | 55-75ft                       | 55-75ft                     |
| Equipment   | Elevated Stream | 750-1250<br>gpm             | No<br>pump                  | 750-1250<br>gpm               | No<br>pump                  |
| Equipment   | Ground Ladders  | 115ft                       | 115ft                       | 115ft                         | 115ft                       |
| Personnel   | Number          | 4                           | 4                           | 4                             | 4                           |

| RESOURCE: Crew Transport (Firefighting Crew) |            |                            |                             |                              |
|--|------------|----------------------------|-----------------------------|------------------------------|
| CATEGORY: Firefighting (ESF #4)              |            |                            |                             |                              |
| MINIMUM CAPABILITIES:                        |            | NIMS<br>TYPE I<br>\$25/hr. | NIMS<br>TYPE II<br>\$20/hr. | NIMS<br>TYPE III<br>\$15/hr. |
| Component                                    |            |                            |                             |                              |
| Personnel                                    | Passengers | 30                         | 20                          | 10                           |

| RESOURCE: Equipment Transport (Firefighting support equipment) |               |                      |                      |   |
|--|---------------|----------------------|----------------------|---|
| CATEGORY: Firefighting (ESF #4)                                |               |                      |                      |   |
| MINIMUM CAPABILITIES:  |               | TYPE I<br>\$100/hr.* | TYPE II<br>\$20/hr.* |   |
| Component  |               |                      |                      |   |
|  | Configuration | Tractor Trailer      | Pull Trailer         | - |

\*Rate only applies to actual time in Transit

| RESOURCE: Command Vehicle       |         |                                   |   |   |
|---------------------------------|---------|-----------------------------------|---|---|
| CATEGORY: Firefighting (ESF #4) |         |                                   |   |   |
| MINIMUM CAPABILITIES:           |         | TYPE I<br>\$100/hr.               | TYPE II<br>\$100/hr.                          | TYPE III<br>\$45/hr.                      |
| Component                       |         |                                   |   |   |
| Equipment                       | Vehicle | Motor home type<br>vehicle or bus | Trailer Type<br>vehicle generator<br>equipped | Explorer, Suburban<br>or van type vehicle |

Specialized equipment or apparatus shall be at a rate negotiated with the Oregon Department of State Fire Marshal, e.g., mobile communication, maintenance/repair, fuel, city service, aircraft, chemical, investigation, HazMat, tow truck, air system, power plants, etc.

When a private vehicle is used, the state reimburses mileage only. Such use must be pre-approved.

| <b>RESOURCE: Rescue Vehicle</b> |                       |                            |                             |                             |                        |
|---------------------------------|-----------------------|----------------------------|-----------------------------|-----------------------------|------------------------|
| <b>CATEGORY:</b>                | Firefighting (ESF #4) | <b>KIND:</b>               | Equipment                   |                             |                        |
| <b>MINIMUM CAPABILITIES:</b>    |                       | <b>TYPE I</b><br>\$150/hr. | <b>TYPE II</b><br>\$100/hr. | <b>TYPE III</b><br>\$40/hr. | <b>TYPE IV</b><br>\$25 |
| Component                       |                       |                            |                             |                             |                        |
| Equipment                       | Rescue Vehicle        | Heavy                      | Medium                      | Light                       | Basic                  |

Type I – Heavy floor construction, pre-cast concrete construction, steel frame construction, high angle rope rescue (including highline systems), confined space rescue (permit required), mass transportation rescue.

Type II – Heavy wall construction, high angle rope rescue (not including highline systems), confined space rescue (not including highline systems), confined space rescue (no permit required), trench and excavation rescue.

Type III – Light frame construction, low angle or one person load rope rescue.

Type IV – Surface rescue, non-structural entrapment in non-collapsed structures.

| <b>RESOURCE: Ambulance (Ground)</b>   |   |   |   |  |   |
|---|---|---|---|--|---|
| <b>CATEGORY:</b>  |   | <b>Health &amp; Medical (ESF #8)</b>  |   | <b>KIND:</b>   | <b>Vehicle/Team</b>   |
| <b>MINIMUM CAPABILITIES:</b>  |   | <b>NIMS TYPE I</b>  | <b>NIMS TYPE II</b>   | <b>NIMS TYPE III</b>   | <b>NIMS TYPE IV</b>   |
| <b>Component</b>  |   | <b>\$55/hr.</b>   | <b>\$55/hr.</b>   | <b>\$45/hr.</b>  | <b>\$45/hr.</b>   |
| <b>Personnel</b>  | <b>Number</b>   | 1 ALS practitioner and 1 EMT<br>Meets or exceeds standards as addressed by EPA, OSHA and NFPA 471, 472, 473 and 29 CFR 1910, 120 ETA 3-11 to work in HazMat Level B and specific threat conditions All immunized in accordance with CDC core adult immunizations and specific threat as commensurate with the mission assignment. | 1 ALS practitioner and 1 EMT  | 2 ( 1 EMT and 1 EMR) Meets or exceeds standards as addressed by EPA, OSHA and NFPA 471, 472, 473 and 29 CFR 1910, 120 ETA 3-11 to work in HazMat Level B and specific threat conditions All immunized in accordance with CDC core adult immunizations and specific threat as commensurate with the mission assignment. | 2 ( 1 EMT and 1 EMR)  |
| <b>Team</b><br>Request for Mutual Aid should specify specialty services as needed | Team experienced and actively involved in the care and transportation of EMS patients. Specialty care provided based on assessment of patient needs by the requesting state | Advanced Life Support   | Advanced Life Support   | Basic Life Support   | Basic Life Support  |
| <b>Overall Function</b>   | Provides out-of-hospital emergency medical care, evacuation, and transportation services via licensed EMS service   | Capable of providing clinical and transportation services in hazardous material environments to a range of patient conditions, includes vehicle, staff, equipment, and supplies.  | Capable of providing clinical and transportation services to a range of patient conditions, includes vehicle, staff, equipment, and supplies. | Capable of providing clinical and transportation services in hazardous material environments to a range of patient conditions, includes vehicle, staff, equipment, and supplies.   | Capable of providing clinical and transportation services to a range of patient conditions, includes vehicle, staff, equipment, and supplies. |

| RESOURCE: Watercraft  |                        |                           |  |                             |               |                                      |
|-----------------------|------------------------|---------------------------|--|-----------------------------|---------------|--------------------------------------|
| CATEGORY:             |                        | Firefighting (ESF #4)     |  |                             | KIND:         | Equipment                            |
| MINIMUM CAPABILITIES: |                        |                           |  |                             |               |                                      |
| Component             |                        | TYPE I                    | TYPE II                                    | TYPE III                    | TYPE IV       | TYPE V                               |
| Equipment             | Costs to be determined | 24' Rigid Hull/ Motorized | 18' - 24' Rigid Hull/ Inflatable Motorized | 12'- 18' Jon boat Motorized | PWC Motorized | Rapid Deployment Craft Non-Motorized |

Type I – with fire suppression capabilities, capacity for 5+ victims, 3+ crew, launch ramp required

Type II – with fire suppression capabilities, capacity for 3-5 victims, 3+ crew, launch ramp required

Type III – with fire suppression capabilities, capacity for 3 victims, 3 crew, hand launch

Type IV – capacity for 1 victim, 1 crew, hand launch

Type V – capacity for 2+ victims, 2 crew, hand launch





# Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 ( 503 ) 861-2494 Fax 503/861-2351  
225 S. Main Warrenton, Or 97146-0250

## Background

As our community continues to grow and businesses expand, we must maintain high standards of public safety. Our fire department, emergency medical services, and building safety inspections require adequate funding to ensure timely inspections, code enforcement, and emergency preparedness.

Currently, funding for these critical services comes primarily from general funds, which are stretched thin due to competing priorities.

## Purpose

This proposal recommends the implementation of a business license safety fee, an additional charge on business licenses, to create a dedicated and sustainable revenue source to support public safety services directly related to businesses.

## Justification

- **Enhances Public Safety:** Increased funding will improve the frequency and quality of fire inspections, health and safety inspections, and emergency response capabilities.
- **Equitable Cost Distribution:** Businesses contribute fairly based on their risk level and size.
- **Sustainable Funding:** Reduces dependence on general tax revenue for safety-related services.
- **Encourages Compliance:** Helps ensure businesses adhere to safety regulations, reducing the risks of accidents or emergencies.

### Fee Structure Sample

| Business Type            | Description                      | Base License Fee | Proposed Safety Fee | Total Fee |
|--------------------------|----------------------------------|------------------|---------------------|-----------|
| Low Risk Businesses      | Offices, Retail Stores, Services | \$100            | \$15                | \$115     |
| Moderate Risk Businesses | Restaurants, Bars, Daycares      | \$150            | \$40                | \$190     |
| High-Risk Businesses     | Manufacturing, Warehouses, Labs  | \$250            | \$75                | \$325     |
| Hazardous Materials      | Chemical Storage, Fuel Stations  | \$300            | \$100               | \$400     |
| Large Venues             | Event Centers, Large Stores      | \$400            | \$120               | \$520     |