

AGENDA

Warrenton Urban Renewal Agency

April 14, 2020 – 6:00 p.m.

Warrenton City Hall – Commission Chambers
225 S. Main Ave.
Warrenton, Or 97146

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT CALENDAR
 - A. Urban Renewal Agency Meeting Minutes – 01.14.20
4. BUSINESS
 - A. Consideration of Bogh Electric Contract – City Parking Lot Lighting Project
 - B. Consideration of Columbia Electric Supply - City Parking Lot Lighting Project
5. DISCUSSION ITEMS
 - A. Public Parking Lot – S. Main Ave; South of Fire Department
6. ADJOURN

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

MINUTES
Warrenton Urban Renewal Agency
January 14, 2020
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Chair Balensifer convened the Urban Renewal Agency meeting at 7:00 p.m.

Commissioners Present: Chair Henry Balensifer, Tom Dyer and Mark Baldwin
Excused: Rick Newton, Pam Ackley

Staff Present: Executive Director Linda Engbretson, Public Works Operations Manager Kyle Sharpsteen, Finance Director April Clark, and Secretary Dawne Shaw

CONSENT CALENDAR

- A. Urban Renewal Agency Meeting Minutes – 11.12.19
- B. Urban Renewal Advisory Committee Minutes – 9.04.19
- C. Urban Renewal Agency Audit Report – FYE June 30, 2019

Commissioner Baldwin made the motion to approve the Consent Calendar as presented. Motion was seconded and passed unanimously.

Baldwin – aye; Balensifer – aye; Dyer – aye

BUSINESS ITEMS

Executive Director, Linda Engbretson, discussed the Façade Grant Program and noted that staff is seeking approval to expand the program. Chair Balensifer asked for clarification on the increase; Ms. Engbretson confirmed this is a program increase, not an increase to the individual grants.

Brief discussion followed on cardboard recycling; Mr. Sharpsteen gave some clarification. Chair Balensifer suggested that if problems continue, the city should give a notice that we may suspend cardboard recycling service as it is not required.

Commissioner Dyer made the motion to approve the expenditure of an additional \$20,000 in URA funds to sustain the façade grant program for FY 19-20. Motion was seconded and passed unanimously.

Baldwin – aye; Balensifer – aye; Dyer – aye

Chair Balensifer discussed appointments to the Urban Renewal Advisory Committee.

Commissioner Baldwin made the motion to reappoint Ms. Tess Chedsey to Position No. 4, Mel Jasmin to Position No. 5 and Dennis Faletti to Position No. 6, and to appoint Katie

Burkhart to Position No. 7 on the Warrenton Urban Renewal Advisory Committee. Motion was seconded and passed unanimously.

Baldwin – aye; Balensifer – aye; Dyer – aye

Commissioner Baldwin made the motion to adopt Resolution No. 20-01; Authorizing Appointments to Fill Positions on the Warrenton Urban Renewal Advisory Committee and Setting Terms of Office. Motion was seconded and passed unanimously.

Baldwin – aye; Balensifer – aye; Dyer – aye

There being no further business Chair Balensifer adjourned the URA meeting at 7:08 p.m.

APPROVED:

Henry A. Balensifer III, Chair

ATTEST:

Dawne Shaw, Secretary



AGENDA MEMORANDUM

TO: Urban Renewal Agency
FROM: Collin Stelzig, P.E., Public Works Director
DATE: April 14, 2020
SUBJ: Parking Lot Lighting Project - Bogh Electric

SUMMARY

Attached to this memo is the proposal submitted by Bogh Electric for the amount of \$30,800.00 for the labor portion of the City of Warrenton Parking Lot Lighting project. Three companies bid to complete this work for the city. Bogh Electric was the lowest responsive bidder.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the contract with Bogh Electric in the amount of \$30,800 for the City of Warrenton Parking Lot Lighting project."

ALTERNATIVE

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

FISCAL IMPACT

This project was approved in the Urban Renewal Agency 2019-2020 Adopted Budget.

Approved by City Manager:

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

WARRENTON URBAN RENEWAL AGENCY
Contract for Goods and Services

CONTRACT:

This Contract, made and entered into this 24th day of March 2020, by and between the Warrenton Urban Renewal Agency, a corporation of the State of Oregon,, hereinafter called "AGENCY," and Bogh Electric, PO Box 1059, Warrenton OR 97146, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

W I T N E S S E T H

WHEREAS, the AGENCY 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 AGENCY does hereinafter require, under those terms and conditions set forth; now, therefore,

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

1. CONTRACTOR GOODS AND SERVICES: (Title: CITY HALL PARKING LOT LIGHTS)

A. CONTRACTOR shall provide goods and services for the AGENCY, as outlined in its attached quote dated February 26th, 2020, and is attached hereto as Exhibit A.

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

2. COMPENSATION

A. The AGENCY agrees to pay CONTRACTOR a total not-to-exceed price of \$30,800.00 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a final invoice referencing 200-800-620008 for all goods provided or services rendered to: Warrenton Urban Renewal Agency, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, PO Box 250, Warrenton, Oregon 97146, OR, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.

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

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the AGENCY'S authorized representative will be Linda Engbretson, Executive Director.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be _____

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

7. CANCELLATION FOR CAUSE

AGENCY 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 AGENCY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for AGENCY.

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither AGENCY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

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

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

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

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

16. WORKMEN'S COMPENSATION

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

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

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

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

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

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

18. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. STANDARD OF CARE

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

20. NO THIRD PARTY BENEFICIARIES

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

21. SEVERABILITY AND SURVIVAL

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

22. COMPLETE CONTRACT

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

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

URBAN RENEWAL, a Municipal Corporation

BY: _____
Henry A Balensifer III, Chair Date _____

CONTRACTOR:

BY: _____
Date _____

Updated 02/15



PO BOX 1059
Warrenton, OR 97146
Office 503-325-5000
CCB# 188326

February 26, 2020
CED
Attn; Matthew Schwartz
matt@cedlongview.com

RE: City of Warrenton-City Hall Light poles

Thank you for the opportunity to bid this project. The following items/scope of work will be provided:

1. Provide all saw cutting, asphalt patching and excavation for (6) pre-cast light pole bases.
2. Provide and install (6) pre-cast concrete pole bases at predetermined locations.
3. Install PVC conduit to connect and (6) pole bases.
4. Install branch circuit wiring to all pole bases.
5. Locate existing conduit from existing panel to first pole base location and feed with branch circuit wiring.
6. Assemble and install (6) new light poles (Poles, pole light fixtures and other associated material provided by others)
7. Control all new light poles with (1) photo cell controller.
8. Provide Clatsop County Electrical permit.

Total cost of the above project.....\$30,800.00

THANK YOU
Tony Bogh

This estimate expires after 90 days from written date.



AGENDA MEMORANDUM

TO: Urban Renewal Agency
FROM: Collin Stelzig, P.E., Public Works Director
DATE: April 14, 2020
SUBJ: Parking Lot Lighting Project - Columbia Electric Supply

SUMMARY

Attached to this memo is a quote submitted by Columbia Electric Supply for the amount of \$43,790.57 for the materials portion of the City of Warrenton Parking Lot Lighting project.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the contract with Columbia Electric Supply in the amount of \$43,790.57 for the City of Warrenton Parking Lot Lighting project."

ALTERNATIVE

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

FISCAL IMPACT

This project was approved in the Urban Renewal Agency 2019-2020 Adopted Budget.

Approved by City Manager:

A handwritten signature in blue ink, which appears to read "Linda Engelbrecht", is written over a horizontal line.

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

WARRENTON URBAN RENEWAL AGENCY
Contract for Goods and Services

CONTRACT:

This Contract, made and entered into this 24th day of March 2020, by and between the Warrenton Urban Renewal Agency, a corporation of the State of Oregon,, hereinafter called "AGENCY," and Columbia Electric Supply, 1145 3rd Avenue, Longview WA 98632, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

W I T N E S S E T H

WHEREAS, the AGENCY 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 AGENCY does hereinafter require, under those terms and conditions set forth; now, therefore,

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

1. CONTRACTOR GOODS AND SERVICES: (Title: CITY HALL PARKING LOT LIGHTS)

A. CONTRACTOR shall provide goods and services for the AGENCY, as outlined in its attached quote dated February 28th, 2020, and is attached hereto as Exhibit A.

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

2. COMPENSATION

A. The AGENCY agrees to pay CONTRACTOR a total not-to-exceed price of \$43,790.57 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a final invoice referencing 200-800-620008 for all goods provided or services rendered to: Warrenton Urban Renewal Agency, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, PO Box 250, Warrenton, Oregon 97146, OR, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.

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

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the AGENCY'S authorized representative will be Linda Engbretson, Executive Director.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be _____

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

7. CANCELLATION FOR CAUSE

AGENCY 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 AGENCY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for AGENCY.

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither AGENCY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

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

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

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

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

16. WORKMEN'S COMPENSATION

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

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

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

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

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

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

18. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. STANDARD OF CARE

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

20. NO THIRD PARTY BENEFICIARIES

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

21. SEVERABILITY AND SURVIVAL

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

22. COMPLETE CONTRACT

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

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

URBAN RENEWAL AGENCY, a Municipal

Corporation

Henry A Balensifer III, Chair

BY: _____

Date

CONTRACTOR:

BY: _____

Date

Updated 02/15

CES - LONGVIEW, WA
 1145 3RD AVENUE
 LONGVIEW WA 98632
 TEL: 360 425-7370 FAX: 360 425-8938

CONTACT: MATTHEW SCHWARTZ

QUOTE FOR: CITY OF WARRENTON

ACCT #: ME-18925 CITY OF WARRENTON

QUOTATION			PAGE 001 OF 001
QUOTE # 1028194	DATE 02/28/20	REV # 009	REV DATE 03/12/20
QUOTE EXPIRES 09/08/2019		PREPARED BY MS	
SLS 0840		INSL 1927	
FOB SHIPPING POINT		FREIGHT PREPAID	

WWTP
 PO BOX 250
 WARRENTON, OR 97146

CUS PO #:
JOB NAME: URBAN RENEWAL AGENCY

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	6	HOLOP	SLA 16 L8G	POLE	5,541.14	E	33,246.84
02	*		SLA 16 L8G SB P07 AB-28-4 BK				
03	4	HOLOP	MDLE2 P40 40K	FIXTURE TYPE 4	1,607.92	E	6,431.68
04	*		MDLE2 P40 40K AS 4 BK RBK CH FBK				
05	2	HOLOP	MDLE2 P40 40K	FIXTURE TYPE 5	1,607.92	E	3,215.84
06	*		MDLE2 P40 40K AS 5 BK RBK CH FBK				
07	1	HOLOP	BA 24 L68 H 4 BK	BANNER ARM	357.00	E	357.00
08	1	HOLOP	BA 18 L68 H 4 BK F	PLANTER ARM	226.83	E	226.83
09	1	HOLOP	STOV 1 L68 BK	SIGN	312.38	E	312.38
10	*		ESTIMATED LEAD TIME 10-11 WEEKS + SHIPPING TIME				

TOTAL: 43,790.57

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.



AGENDA MEMORANDUM

TO: The Warrenton Urban Renewal Agency
FROM: Kevin A. Cronin, AICP, Assistant City Manager/Development Director
DATE: April 14, 2020
SUBJ: URA Priority Project - Public Parking Lot

The Warrenton Urban Renewal Agency approved a substantial amendment in 2019 to the original URA Plan that was established in 2007. The amendment provides an additional \$4.8 million in tax increment financing resources over the life of the urban renewal area (URA). As part of the plan amendment process, staff developed a list of projects and programs that could be funded over the life of the period and prioritize for implementation over the next five years. One of the priorities is paving the public parking lot adjacent to the fire station to support a revitalized business district.

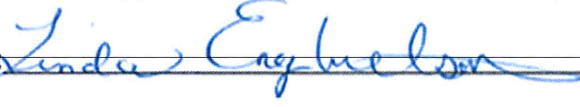
Staff received an estimate for budgeting purposes from Big River Construction. Staff is requesting feedback on next steps, including the expected design features for the parking lot. This could include a picnic shelter, gray water drop site, lighting, picnic benches, electrical hookups, and other amenities to support a food pod or event space. The planning estimate in the URA Plan for the project is \$100,000. The baseline cost estimate for paving, striping, catch basin, and replacement of the broken sidewalk is around \$70,000. This does not include a contingency, permit costs, or other qualifiers identified on the cost estimate.

RECOMMENDATION/SUGGESTED MOTION

Staff needs clear direction on budget and requested features. Staff will bring a draft design back to the Agency at a later date with a recommendation.

FISCAL IMPACT

It is expected budgeted funds will be expended to meet WURA goals for revitalization.
Increased project costs could reduce available funds for other priority projects.

Approved by City Manager: 



1050 Olney Ave. | Astoria, OR 97103
Phone: 503-338-3878 | Fax: 503-325-3119
OR CCB # 147632 | WA L&I # BIGRIE'955DW
www.bigrivercompanies.com

Contact: Ryan Lampi
Email: rlampi@bigrivercompanies.com

Quote To: Kevin Cronin
City Planner
City of Warrenton
Email: planner@ci.warrenton.or.us

Job Name: Vacant Lot Budget
(Lot South of Fire Station)
Budget Date: 2/21/20
Date of Plans: No Plans

Budgetary Numbers

NON-PREVAILING WAGES

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MOBILIZATION & GENERAL CONDITIONS	1.00	LS	4,000.00	4,000.00
	INSTALL CATCH BASIN TYPE "G2"	2.00	EA	2,855.00	5,710.00
	INSTALL 8" STORM PIPE (3' DEPTH)	60.00	LF	81.00	4,860.00
	CONNECT TO EXISTING STORM MANHOLE	1.00	EA	560.00	560.00
	3/4"-0" AGGREGATE BATE (IMPORT APPROX. 2")	136.00	TN	26.00	3,536.00
	FINE GRADE PARKING LOT (USE EXISTING ROCK)	11,025.00	SF	0.76	8,379.00
	ASPHALT PAVING (3" THICKNESS - 1 LIFT)	215.00	TN	140.00	30,100.00
	STRIPING	1.00	LS	1,000.00	1,000.00
	WHEEL STOPS	20.00	EA	110.00	2,200.00
	SAWCUT & DEMO SIDEWALKS	1.00	LS	1,555.00	1,555.00
	CONCRETE SIDEWALKS	444.00	SF	9.50	4,218.00
	CONCRETE CURBS	74.00	LF	30.00	2,220.00
GRAND TOTAL					\$68,338.00

NOTES:

Exclusions:

- Inspection/testing fees/bonds
- Engineering/survey/construction staking
- Permits and/or connection fees
- Hazardous material removal/abatement
- Extra depth of pipe bedding/pipe foundation stabilization
- Off-site disposal of excess material(including strippings)
- Abandonment or removal of underground structures(including but not limited to: wells, septic or piping)
- Landscaping/topsoil amendment or import/hydro seeding
- Dry utility trenching/conduits/installation
- Erosion Control that is in addition to Bid Plans
- Bid is based on preliminary site conditions
- Dewatering/unsuitable subgrades