Warrenton Urban Renewal Agency Agenda

City Hall, 225 S. Main Warrenton, OR 97146 Tuesday, August 12, 2025

The meeting will be broadcast via Zoom at the following link

https://us02web.zoom.us/j/5332386326?pwd=VHNVVXU5blkxbDZ2YmxISWpha0dhUT09#success

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

Urban Renewal Agency Regular Meeting 6:00 PM

- 1. Call to order
- 2. Roll Call
- 3. Consent Calendar
 - A. Urban Renewal Agency Meeting Minutes 2025.06.10
- 4. Public Hearings None
- 5. Business Items
 - A. Consideration of Flood Proofing Barriers Contract with Bergeman Construction
 - B. Consideration of Directors Report and Projects Update
- 6. Executive Session
- 7. Adjournment

Warrenton Urban Renewal Agency

Meeting Minutes

City Hall, 225 S. Main Warrenton, OR 97146 Tuesday, June 10, 2025

1. Urban Renewal Agency meeting called to order at 6:34 pm.

2. Roll Call

Commission Members	Present	Excused
Gerald Poe	X	
Jessica Sollaccio	Χ	
Tom Dyer	X	
Paul Mitchell	Х	
Henry Balensifer, Chair	Х	

Staff Members Present	
Executive Director Esther Moberg	City Recorder Dawne Shaw
Finance Director Jessica Barrett	

3. 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 Urban Renewal Agency.

A. Urban Renewal Agency Meeting Minutes 2025.04.22

Motion:	Move to approve the consent calendar presented.				
Moved:	Poe				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
	Sollaccio	Х			
	Dyer	Х			
	Poe	Х			
	Mitchell	Х			
	Balensifer	Х			
Passed:	5/0		•		

4. Public Hearing

A. Adoption of Fiscal Year 2025-2026 Budget:

Chair Balensifer opened the public hearing on Resolution No. 25-02; adoption of the Warrenton Urban Renewal Agency FY 2025-2026 Budget. Formalities followed. Commissioner Sollaccio noted she is a recipient of a URA grant, however not for this budget year; no conflict was noted. Mayor Balensifer noted his family has received a grant in the past. No conflicts of interest or ex parte contacts were reported. Finance Director Jessica Barrett noted the total appropriations for the

Urban Renewal budget is \$4,722,873. Chair Balensifer asked for public comment. No one spoke in favor, opposition or neutral. There being no further comments, Chair Balensifer closed the public comment period and closed the public hearing.

Motion:	Move to adopt the FY 2025-2026 Budget as approved by the Warrenton				
	Urban Renewal Agency Budget Committee as set forth in Resolution No.				
	25-02.				
Moved:	Mitchell				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
	Sollaccio	Χ			
	Dyer	X			
	Poe	X			
	Mitchell X				
	Balensifer	Х			
Passed:	5/0				

5. Business Items

A. Consideration of Amendment to Audit Services Contract:

Barrett discussed an amendment to the audit services contract to extend for two additional two year terms.

Motion:	Move to amend the contract with Isler CPA to include the option to extend for two additional two year terms.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
	Sollaccio	Х			
	Dyer	Х			
	Poe	Х			
	Mitchell	Х			
	Balensifer	Х			
Passed:	5/0				

6. Executive Session - None

7. Adjournment

There being no further business, Chair Balensifer adjourned the meeting at 6:38 pm.

	Approved:
Attest:	
	Henry A. Balensifer III, Chair
Dawne Shaw, Secretary	

Warrenton Urban Renewal Agency Agenda Memo

Meeting Date:

August 8, 2025

From:

Esther Moberg, Urban Renewal Agency Executive Director

Subject:

Request to approve Flood Proofing Barriers Contract with

Bergeman Construction

Summary:

Urban Renewal Agency is finishing flood proofing on the 69 NE Heron building. One of the last items is the Flood proofing barriers for doors and windows. Please approve the contract for this with Bergeman Construction. The contract is in the amount of \$84,007.94 and this is a total not-to-exceed price.

Fiscal Impact:

Completion of this will cost \$84,007.94.

Suggested Motion:

I make a motion to approve the contract with Bergeman Construction in the not-to-exceed amount of \$84,007.94.

Approved by Executive Director:

WARRENTON URBAN RENEWAL AGENCY CONTRACT FOR CONSTRUCTION SERVICES

This Contract, made and entered into this _____ day of August, 2025, by and between the Warrenton Urban Renewal Agency, a municipal corporation of the State of Oregon, hereinafter called "AGENCY," and Bergeman Construction, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

RECITALS

WHEREAS, AGENCY requires the services of a construction services contractor for the 69 NE Heron Flood Proofing Barriers Project (the "Project"); and

WHEREAS, CONTRACTOR possesses the knowledge, qualifications, and experience to perform the work required for the Project; and

WHEREAS, A procurement of the construction services described herein was done in compliance with ORS 279C.412, and CONTRACTOR was determined to be the only available provider of the services required hereunder; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

AGREEMENT

1. <u>COMMENCEMENT AND COMPLETION DATE</u>. This Contract shall become effective, and the Work required hereunder shall commence, upon the AGENCY's issuance of a Notice to Proceed. The Work must be completed no later than November 30, 2025, unless the deadline is extended or otherwise modified pursuant to Section 8.

2. COMPENSATION.

- A. The AGENCY agrees to pay CONTRACTOR a total not-to-exceed price of \$84,007.94 for providing goods and performance of those services provided herein. AGENCY pays net 21 upon receipt of invoice.
- B. CONTRACTOR shall submit a final invoice for all goods and services provided hereunder to:

City of Warrenton

Attention: Accounts Payable

PO Box 250

Warrenton, Oregon 97146

OR AGENCY may submit invoice via email to ap@warrentonoregon.us.

3. WORK TO BE PERFORMED BY CONTRACTOR.

- A. CONTRACTOR agrees to perform, to the satisfaction of AGENCY, the work as detailed in the Project's design, plans, and specifications (the "Contract Documents"), attached hereto as Exhibit A and incorporated by this reference herein. "Work" means the construction and any related services required by or reasonably inferred from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill CONTRACTOR's duties herein within the term of the Contract.
- B. Where required, CONTRACTOR shall obtain and pay for all required permits and licenses, except for those specifically excluded in the Contract Documents, including, but not limited to, permits and licenses required for the construction of the Work required hereunder, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental work, and others as required for the Project. CONTRACTOR shall be responsible for all violations of the law in connection with the construction or caused by obstructing streets, sidewalks or otherwise. CONTRACTOR shall give all requisite notices to public authorities. CONTRACTOR shall pay all royalties and license fees. CONTRACTOR shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, Warrenton Urban Renewal Agency, and its departments, divisions, members and employees.
- C. CONTRACTOR shall keep on the Project site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to AGENCY, and who shall represent CONTRACTOR on the site. Directions given to the superintendent by AGENCY's authorized representative shall be confirmed in writing provided to CONTRACTOR by AGENCY.
- D. CONTRACTOR shall confine equipment, storage of materials, and operation of Work required hereunder to the limits indicated by Contract Documents, law, ordinances, permits, or directions of AGENCY's authorized representative. CONTRACTOR shall follow AGENCY's authorized representative's instructions regarding use of premises, if any.
- E. In addition to abiding by the terms and conditions stated herein, CONTRACTOR shall abide by and conform to all obligations asserted by CONTRACTOR in their solicitation response, attached hereto as Exhibit B and incorporated herein. If any discrepancy exists between a provision in this Contract and a provision in Exhibit B, the provisions of this Contract shall prevail.
- 4. <u>WARRANTY OF WORK</u>. Neither the final payment nor any provision of the Contract Documents shall relieve CONTRACTOR from responsibility for defective work and, unless a longer period is specified, CONTRACTOR shall correct all defects that appear in the Work required hereunder within a period of one year from the date of issuance of the written "Notice of Substantial Completion" by AGENCY, except for latent defects which will be remedied by CONTRACTOR at

any time they become apparent. AGENCY shall give CONTRACTOR notice of defects with reasonable promptness. CONTRACTOR shall perform such warranty work within a reasonable time after AGENCY's demand. If CONTRACTOR fails to complete the warranty work within such period as AGENCY determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, AGENCY may perform such work, and CONTRACTOR shall reimburse AGENCY all costs of the same within ten (10) days after demand without affecting CONTRACTOR's obligations.

- 5. INDEPENDENT CONTRACTOR. This agreement is not a contract of employment. AGENCY does not seek to hire CONTRACTOR as an employee(s) of AGENCY, nor does CONTRACTOR desire to be an employee(s) of AGENCY for performance of the services described herein. The parties intend that CONTRACTOR, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. CONTRACTOR shall have the sole authority to determine the manner and means of performing the services described herein, and AGENCY shall not interfere with, control, or direct the manner or method in which such services are performed; provided, AGENCY shall direct CONTRACTOR as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of CONTRACTOR's services. CONTRACTOR shall not be considered an agent of AGENCY, and AGENCY shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of CONTRACTOR.
- 6. <u>CONTRACTOR IDENTIFICATION</u>. CONTRACTOR shall furnish to the AGENCY CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security number, as AGENCY deems applicable.

7. AGENCY'S RESPONSIBILITIES.

- A. <u>Esther Moberg</u> is the "Project Supervisor" for AGENCY. AGENCY shall provide contract administrative services for the Project through the Project Supervisor. The Project Supervisor may engage and delegate authority to such additional staff and professional and technical consultants as AGENCY deems necessary to assist in performing its administrative tasks. CONTRACTOR shall direct all Project communications to AGENCY in accordance with the Contract Documents, or as AGENCY directs in writing.
- B. The Project Supervisor, and any designee, shall have free access to the Work required hereunder and the job site at all times. CONTRACTOR shall not carry-on Work except with the knowledge of AGENCY and its Project Supervisor. AGENCY may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve CONTRACTOR from any obligations herein. The Project Supervisor, and any designee, has authority to reject or accept any Work that does not conform to the Contract Documents.
- C. Except for those permits and fees that are CONTRACTOR's responsibility under the Contract Documents, AGENCY shall secure and pay for all other necessary approvals, easements, assessments, and charges required to complete the Work.

- 8. <u>CONTRACT MODIFICATIONS</u>. Unless otherwise stipulated in the Contract Documents attached hereto, AGENCY may modify this Contract as follows:
 - A. Change Order Procedures. Either AGENCY or CONTRACTOR may initiate a request for proposed changes in work to be performed under the Project via a "Change Order." For all proposed changes, a Change Order form must be used to record the proposed changes to the Project. The Change Order must contain a description of all changes in work, a detailed accounting of the proposed change in total cost, and an outline of any changes in the Project's schedule. CONTRACTOR must then sign form and submit it to AGENCY for final approval and authorization.
 - B. Amendments. This Contract may be amended to the extent permitted by applicable statutes, administrative rules, and local ordinances. For anticipated amendments, this Contract may be amended only in accordance with and to the extent provided in the original solicitation document. No amendment shall bind either party unless in writing and signed by both parties.
- 9. COMPLIANCE WITH ORS 279B.220. For all services provided under this Contract, CONTRACTOR shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against AGENCY or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If CONTRACTOR does not pay promptly any claim that is due for the services furnished to CONTRACTOR by any subcontractor in connection with this Contract, AGENCY may pay such claim and charge that payment against any payment due to CONTRACTOR under this Contract. AGENCY's payment of a claim does not relieve CONTRACTOR or its surety, if any, from their obligations for any unpaid claims.
- 10. HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS.
 - A. Pursuant to ORS 279B.235(3), CONTRACTOR shall pay CONTRACTOR's employees who perform work under this Contract at least time and a half for all overtime in excess of 40 hours a week, and for work performed on any legal holiday as specified in ORS 279B.020, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - B. Pursuant to ORS 279B.235(1)(b), CONTRACTOR shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles AGENCY to terminate the Contract for cause.
 - C. Pursuant to ORS 279B.235(1)(c), CONTRACTOR shall not prohibit any of CONTRACTOR's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
 - D. Pursuant to ORS 279B.235(5)(b), CONTRACTOR shall notify, in writing, any person employed by CONTRACTOR under this Contract, either at the time of hire or before work begins 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 CONTRACTOR may require the employees to work.

- 11. WORKERS' COMPENSATION. If CONTRACTOR is a subject employer for workers' compensation or unemployment insurance purposes, CONTRACTOR shall provide such workers' compensation and unemployment coverage benefits at its sole cost and expense and shall provide proof of such insurance and benefits at AGENCY's request. The parties hereto specifically agree that this Contract will render CONTRACTOR and CONTRACTOR's employees, if any, ineligible for benefits under ORS 656.029 and that AGENCY shall not be liable for, responsible for, or in any way or manner be required to provide, workers' compensation benefits for CONTRACTOR or CONTRACTOR's employees.
- 12. COMPLIANCE WITH LAWS. CONTRACTOR shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101-336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Any violation by CONTRACTOR of any applicable law required in the provision of services hereunder shall constitute breach of this Contract, and CONTRACTOR shall be solely liable for any and all claims arising out of, connected with, or as a result of the violation.
- 13. <u>COMPLIANCE WITH PROCUREMENT STATUTES</u>. CONTRACTOR shall comply with the following statutory regulations pertaining to public construction contracts:
 - A. CONTRACTOR shall make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the Work provided for in this Contract. ORS 279C.505(1)(a).
 - B. CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or first-tier subcontractor incurred in the performance of this Contract. ORS 279C.505(1)(b).
 - C. CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
 - D. CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617. ORS 279C.505(1)(d).
 - E. CONTRACTOR shall demonstrate upon request that an employee drug testing program is in place. ORS 279C.505(2).
 - F. CONTRACTOR shall salvage or recycle construction and demolition debris if feasible and cost effective. In contracts for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site if feasible and cost-effective. ORS 279C.510(1).

- G. CONTRACTOR and any subcontractor shall promptly pay, as due, all persons supplying labor and services furnished to CONTRACTOR or first-tier subcontractor by any person in connection with this Contract as the claim becomes due. If CONTRACTOR or subcontractor fails to pay any such claim, AGENCY may pay the claim and charge the payment against the funds due or to become due CONTRACTOR by reason of the Contract. ORS 279C.515(1).
- H. CONTRACTOR and/or any first-tier subcontractor shall make payment to any person furnish labor or materials in connection with this Contract within 30 days after receipt of payment from AGENCY or CONTRACTOR. 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(4) 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 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 contracting agency or from CONTRACTOR, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).
- I. CONTRACTOR or any subcontractor shall make payment to any person furnishing labor or materials in connection with this 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. ORS 279C.515(3).
- J. CONTRACTOR and any subcontractor shall comply with all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the Work under the Contract. ORS 279C.525.
- K. CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services, or the needed care and attention incident to sickness or injury, to the employees of the Contract, of all sums that CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).
- L. If CONTRACTOR is a subject employer, CONTRACTOR shall comply with ORS 656.017. ORS 279C.530(2).
- M. No person shall be employed by 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 public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for Work performed on any legal holiday specified in ORS 279C.540.
- N. CONTRACTOR shall comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.

- O. CONTRACTOR shall comply with ORS 279C.550 through 279C.570 regarding withholding of retainage. The withholding of retainage by CONTRACTOR shall be in accordance with ORS 701.420 and 701.430.
- P. CONTRACTOR shall comply with ORS 279C.570 regarding prompt payment, progress payments, and rate of interest.
- Q. CONTRACTOR shall include in each subcontract for property or services entered into by CONTRACTOR and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract: (i) a payment clause that obligates CONTRACTOR to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to CONTRACTOR by AGENCY; and (ii) an interest penalty clause that obligates CONTRACTOR, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of CONTRACTOR's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's, subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
- R. CONTRACTOR and any subcontractor shall comply with ORS 279C.605 regarding Notice of Claim.
- S. CONTRACTOR shall not discriminate against a disadvantaged business enterprise, a minorityowned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business, in the awarding of subcontracts. ORS 279A.110.
- T. Unless contrary to federal law, CONTRACTOR shall not accept a bid from subcontractors to perform Work required hereunder, as described in ORS 701.005, unless such subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to CONTRACTOR.
- U. Unless contrary to federal law, CONTRACTOR shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- V. The following notice is applicable to contractors who perform excavation work:

 ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility

 Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987.

14. PREVAILING WAGE REGULATIONS.

A. This Contract is subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr-state.aspx

- Prevailing Wage Rates for Public Works Contracts in Oregon issued April 5, 2025.
- Prevailing Wage Rates Apprenticeship Rates issued April 5, 2025.
- B. CONTRACTOR shall provide AGENCY with a copy of the certified payroll weekly for recording purposes. ORS 279C.860; OAR 839-025-0010
- C. CONTRACTOR and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(e)
- D. Workers employed under this Contract shall be paid not less than the applicable state prevailing rate of wage. ORS 279C.830(1)(c); OAR 839-025-0020(3)(a)
- E. If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, CONTRACTOR shall pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830(1)(b); OAR 839-025-0020(4)(c)
- F. If CONTRACTOR fails to pay for labor and services, AGENCY can pay for them and withhold these amounts from payments to CONTRACTOR. ORS 279C.515; OAR 839-025-0020(2)(a)
- G. CONTRACTOR must pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b)
- H. The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)
- CONTRACTOR must make prompt payment for all medical services for which CONTRACTOR has agreed to pay, and for all amounts for which CONTRACTOR collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)
- J. CONTRACTOR must include in every subcontract 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. ORS 279C.830(2)(b); OAR 839-025-0020(2)(e)(B)
- K. CONTRACTOR shall certify that all subcontractors performing work described in ORS 701.005(2) will 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.
- 15. <u>INDEMNIFICATION</u>. CONTRACTOR shall defend, indemnify, and hold harmless AGENCY, its officers, agents, and employees from any claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the acts or omissions of CONTRACTOR in connection with the performance of any services required hereunder. CONTRACTOR shall be responsible for any damage to property, injury to persons, and any loss, expense, inconvenience, and/or delay that may be caused by, or result from, the carrying out of services under this Contract.

- 16. <u>RISK OF LOSS</u>. The risk of loss or damage to the subject matter of this Contract arising from any cause whatsoever, including acts of God, shall be upon CONTRACTOR until such time as AGENCY has accepted the work and services as provided in this Contract.
- 17. <u>INSURANCE</u>. CONTRACTOR shall, at its expense, obtain the following insurance coverage and keep them in effect during the entire term of this Contract:
 - A. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, covering all activities and operations of CONTRACTOR.
 - B. Commercial Automobile Liability Insurance, with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, for all owned, non-owned, and hired vehicles used in the performance of the services required hereunder.
 - C. Additional Insurance Requirements:
 - (i) All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from AGENCY is required for any insurance policy written on a claims-made basis. Any insurance policy authorized to be written on a claims-made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
 - (ii) Insurance coverage shall apply on a primary and non-contributory basis.
 - (iii) Prior to commencing services, CONTRACTOR shall furnish current Certificate(s) of Insurance for all required insurance to AGENCY. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that AGENCY, it's officers, employees, agents, and volunteers are additional insureds with respect to CONTRACTOR's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from CONTRACTOR or its insurer to AGENCY. If requested, CONTRACTOR shall provide complete copies of insurance policies to AGENCY.

18. BONDS REQUIRED.

A. Public Works Bond. Throughout the term of the Contract, CONTRACTOR shall have on file with the Construction Contractors Board a public works bond in compliance with ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. CONTRACTOR shall also include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work.

19. TERMINATION.

- A. AGENCY's Termination for Convenience. AGENCY may terminate this Contract in whole or in part whenever AGENCY determines that termination of the Contract is in the best interest of AGENCY. AGENCY will provide CONTRACTOR with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, CONTRACTOR shall provide AGENCY with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall CONTRACTOR be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- B. AGENCY's Termination for Cause. AGENCY may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to CONTRACTOR at CONTRACTOR's address provided herein, specifying the cause:
 - (i) CONTRACTOR breaches any of the provisions of this Contract;
 - (ii) CONTRACTOR no longer holds all licenses or certificates that are required to perform the services required under this Contract;
 - (iii) AGENCY lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow AGENCY, in the exercise of its reasonable discretion, to pay for CONTRACTOR's services; or
 - (iv) Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited, or AGENCY is prohibited from paying for such services from the planned funding source.
- C. CONTRACTOR's Termination for Cause. CONTRACTOR may terminate this Contract for cause if AGENCY fails to pay CONTRACTOR pursuant to this Contract. CONTRACTOR may also terminate this Contract for cause if AGENCY commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of CONTRACTOR's notice, or such longer period as CONTRACTOR may specify in such notice.
- 20. <u>FORCE MAJEURE</u>. Neither AGENCY nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of AGENCY or CONTRACTOR. CONTRACTOR shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. The risk of loss or damage to the subject matter of this agreement shall be upon CONTRACTOR until such time as AGENCY has accepted the services required hereunder.
- 21. <u>ASSIGNMENT; DELEGATION; SUCCESSOR</u>. CONTRACTOR shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without AGENCY's prior written consent. AGENCY's written consent does not relieve CONTRACTOR of any obligations under this Contract, and any assignee, transferee, or delegate is considered CONTRACTOR's agent. The provisions of

this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.

- 22. GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES. This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between AGENCY (and/or any other agency or department of AGENCY) and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Clatsop County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's own attorney fees, costs, and disbursements at all times including appeals.
- 23. RECORDS. CONTRACTOR shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain any other records pertinent to this Contract in such a manner as to clearly document CONTRACTOR's performance hereunder. CONTRACTOR acknowledges and agrees that AGENCY, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by CONTRACTOR for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 24. <u>NOTICES</u>. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

AGENCY: Warrenton Urban Renewal Agency

ATTN: Esther Moberg, Agency Director P.O. Box 250, Warrenton, OR 97146 emoberg@warrentonoregon.us

CONTRACTOR:

Bergeman Construction ATTN: Joel Bergeman

P.O. Box 1070, Astoria, OR 97103 bergemanoffice@gmail.com

- 25. <u>FOREIGN CONTRACTOR</u>. If CONTRACTOR is not domiciled in or registered to do business in the State of Oregon, CONTRACTOR shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. AGENCY shall withhold final payment under this Contract until CONTRACTOR has met this requirement.
- 26. <u>TAX CERTIFICATION</u>. CONTRACTOR hereby certifies that it is not in violation of any Oregon Tax Laws and that it shall continue to comply with Oregon Tax Laws during the term of this Contract.

Pursuant to ORS 279B.045, CONTRACTOR's failure to comply with the Oregon Tax Laws is considered a default for which AGENCY may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).

- 27. <u>WAIVER</u>. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
- 28. <u>ENTIRE AGREEMENT</u>. This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
- 29. <u>COUNTERPARTS</u>. This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
- 30. <u>SEVERABILITY</u>. If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 31. <u>SURVIVAL</u>. All rights and obligations shall cease upon termination of this Contract, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

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

	Warrenton Urban Renewal Agency, a Municipal Corporation
	BY: Henry A. Balensifer III, Agency Chair Date
	ATTEST:
CONTRACTOR:	Dawne Shaw, CMC, City Recorder Date
BY:	Date

GENERAL NOTES

- These plans were designed to conform to the latest action of the Oregon Structural Specially Code 2022 (OSSC) and the International Building Code 2021 (EID; at the time the plans were drawn, in the vertical acceleration applicable code and regulations, and reference standards of these plans and process regulated by the regulations, and reference standards of these plans and process regulated by the building official or requested by the contractor or owner are subject to Structure Engineering of standard service fees.
 The contractor shall verify all dimensions and conditions prior to construction and notify the owner and Structure Engineering of all processmans. Do NOT SCALE STRAMACS.
 Witter dimensions shall take precedence over scaled dimensions, Do NOT SCALE STRAMACS.

- A Struke Engineering does not guarantee here beautisetting of any specified product. The contractor
 as serious diversity of any serious description of any specified product. The contractor
 as serious diversity of a serious diversity of any specified product. The contractor
 as serious diversity of a serious diversity of any specified product, and selfconditions except as specified predicted in the contract documents,
 one of the serious diversity of the serious development of the serious contractors are serious as specified products and selfserious diversity of the serious developments of the building they represent that be
 until all members have been permanently connected.

 8. No amendments or modifications to these documents of the building they represent that be
 the consent of Struke Engineering. He contractor takes not responsibly to
 the consent of Struke Engineering. He contractor takes not responsibly to

 9. All Demenga and designs are to remain the solo property of Struke Engineering. Any use of
 these diversity of the thrust he on contractor takes prohibited.

STRUCTURAL DESIGN NOTES

- Structure risk category: 2
 FLOOD LOADING
 2.1. Design still water flood depth: 3'-0"
 2.2. Design debtis impact load: 1,000 LB
 Design bearing pressure: 1500 PSF

FOUNDATIONS

- Dimensions shown are for reference only, confirm on site.

 Bottom of foothings to be piaced observe final depth.

 Bottom of foothings to be piaced observe final depth.

 In confirm on the confirm of foothing of the confidence of foothing of the confirm of foothing of foo
- Simpson base plate of equal.

 All footings to bear on firm, undisturbed, non-organic, non-expansive native material, or structural fill.

CONCRETE

- 1. All foundation walls, footings, and slabs shall develop a minimum compressive strength of 2,500
- pel at 28 days.

 2. Apply "PARASEAL" or equal foundation coating on all exterior faces of walls below grade.

REINFORCING STEEL

- 1. All reinforcing steel shall be deformed steel bars conforming to ASTM A615, grade 60 for #4 and

- 1. All airlinoting teal shall be deformed steel have conforming to ASTM AS15, grade 00 for if and barge, grade of to rish.
 2. All reinforcing steel shall be menufactured, deabled, fibridered and placed in accordance with a service of the control of the control

WOOD FRAMING

- All solid sawn lumber shall be Douglois Fe Larch (D.F.), installed an exted on the plans and connected as aposition in the raining schedule below unless otherwise rolled (D.O.N.), Lumber shall be granded in accordance with current Western Wood Product Association (WWPA) standard granden pinks, Lumber grades shall be as follows:

 1. Potts, beams, A. Headeste. 20 J.C. U.O.N.
 2. S. Local S. Standard, S. Stan

- Wall and root shealthing: Plywood 32/16 U.D.N.
 Sub-floor over joints: † undersyment grade plywood (exterior grade) U.D.N.
 Du-haminated Beame: ↓ = 2,000 psi, t = 185 psi, E = 1,800,000 psi U.D.N.
 Lumber all visually proposed locations shall be pressure treated (PT) ff 2 DF, or better, All exterior and interior openings shall have use at 2 DF, 4412 header U.D.N.









1 AREA MAP

69 NE HERON AVE.. WARRENTON, OR

SCALE: N.T.S.

BUILDING SITE



SCALE: N.T.S.

HERE THE REAL PROPERTY.



ST 0 - FOUNDATION PLAN

\$2.0 - DRY FLOOD PROOFING FLOOR PLAN

ABBREVIATIONS

EXISTING ITEM

NEW ITEM UNLESS NOTED OTHERWISE

U.N.O. BELD VERIEY BLDR. BUILDER





105 East Cypress Garibaldi, OR 97118 503-322-2442 strickerengineering.com ica@strickerengineering.ci



CITY OF WARRENGTON
BATTERY 245 BREWERY
69 NE HERON AVE.
WARRENTON, OR

DRAWN: 08/21/2024 ISSUED: 08/71/7024 SCALE: AS SHOWN JOB N.D: 24417226

Drawing N.O:

S0.0

NAILING SCHEDULE

1.	Joist to sill or beam:	(3) 8d toe nails or (2) 16d
2,	Bridging to joists:	(2) 8d toe nalls each end
3.	2" T&G decking to beams:	(2) 16d toe nails through tongue
4.	Rim joist to joist:	(3) 16d face nails
5.	Studs to sill plate:	(2) 16d face nails each end
G.	SIII plate to joists or blocking:	(1) 16d @ 16* o/c, face nails
7.	Sill plate or top plate to studs:	(2) 16d face nails
8.	Double top plate:	(1) 16d @ 16" o/c, face nails
9.	Double studs:	(1) 16d @ 24" o/c, face nails
10.	Corner studs:	(1) 16d @ 24° o/c, face nails
11.	Top plates at taps & intersections:	(2) 16d face nails
12,	Headers to top plates;	(1) 16d @ 16" o/c, face nails
13.	Ceiling rafters to plates:	(3) 8d toe nalls or (2) 16d
14.	Plywood sub-floor to joists:	(1) 8d common @ 6" o/c at edges & 12" o/c in field
15	Plywood walls & roof sheathing:	(1) 8d common @ 6" o/c at edges & 12" o/c in field

STRUCTURAL STEEL

- All work shall be performed in accordance with the latest provisions of the OSSC/IBC, AISC Specifications for Steel Buildings, AWS Standard Code D1.1, and the associated ASTM

- 3.1. AWS 51.1 Net Trust, See hydrogen excitorios type as required for materials deep 2.2. Storage of electrodes in accordance with AWS guideless, equal, ICC ESR-3027 and APM OUTS EST-601850 on Strong Tier Storage-8018, or approved equal, ICC ESR-3027 and APM OUTS EST-601850 on Strong Tier Set-310, insteaded per manufacturer recommendations and ICC ESR-4037. ACT ALSO or equivalent.

 See 15 piece anothor boils: Anothor boils sembedied in concruse shall be ASTM F1554 Gr. 36, ASTM ASTO or equivalent.

 AST, ASTM ASTO or equivalent.

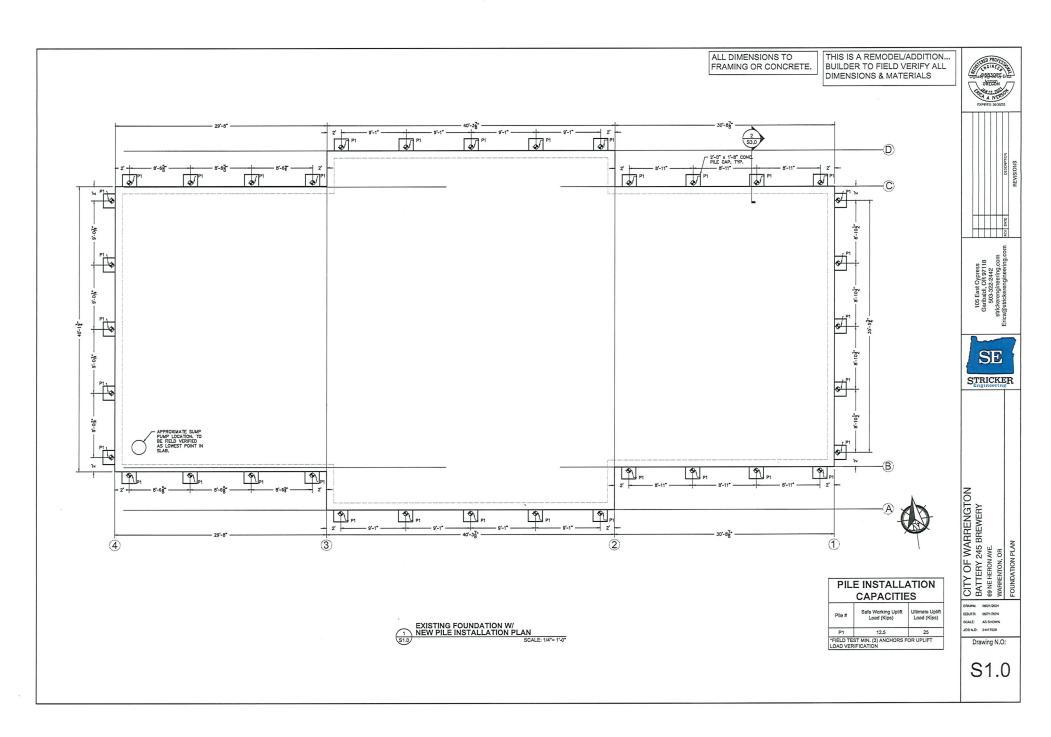
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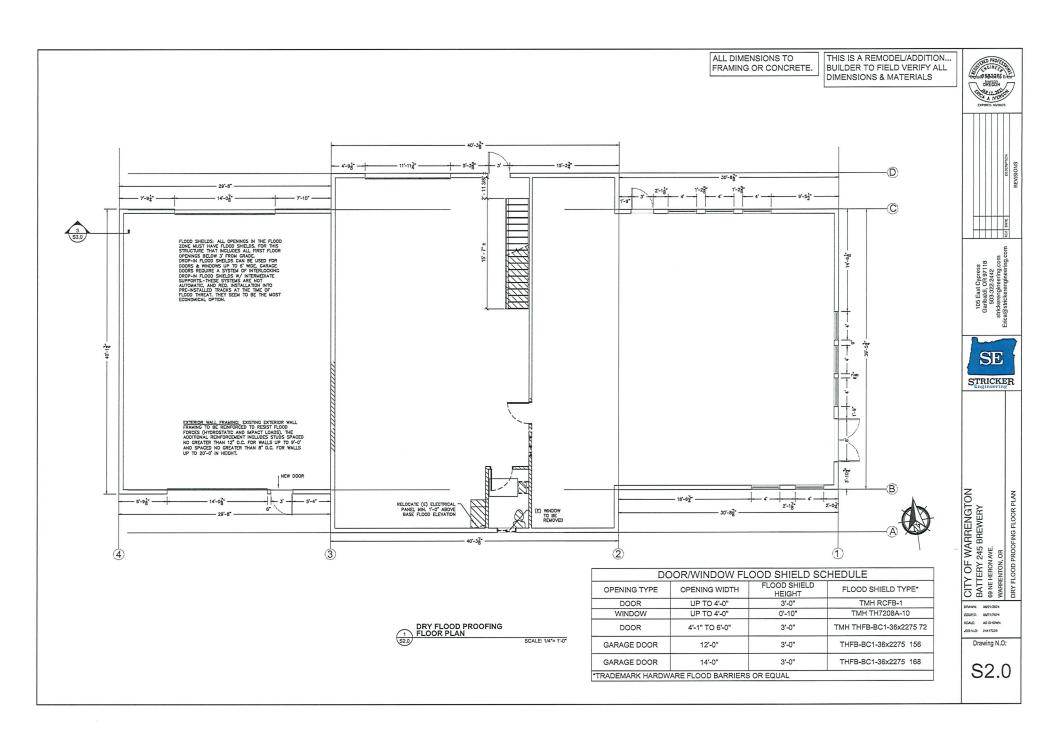
 1.3. All boards give to be by carried one of the Strong to the

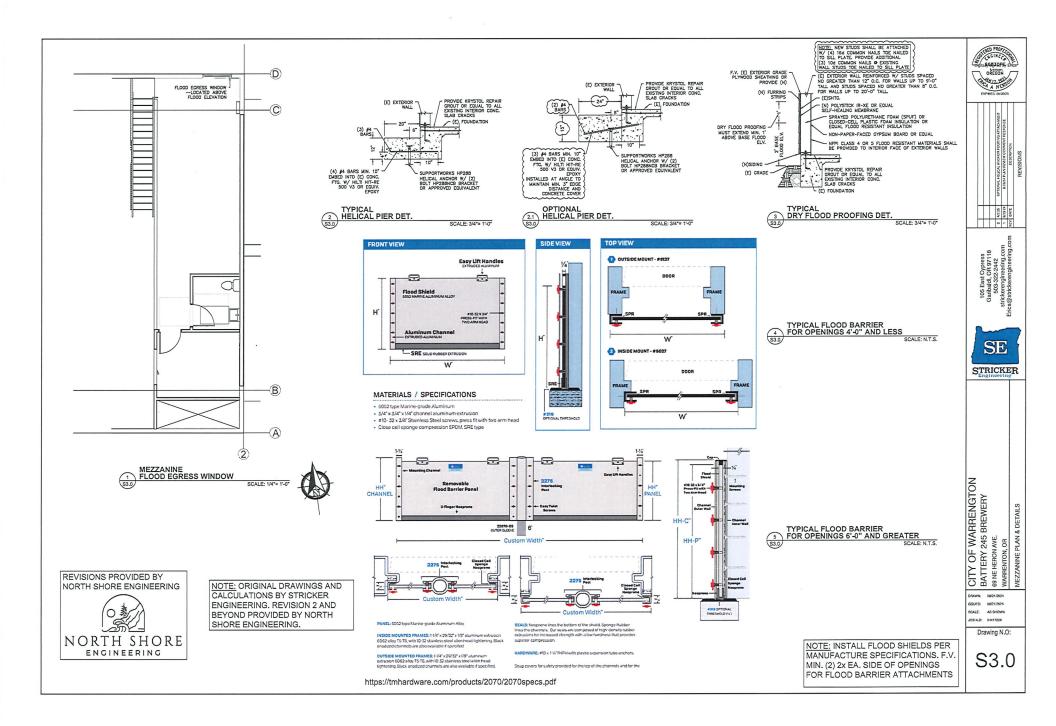
SPECIAL INSPECTION

1. Epoxy anchors require special inspection in accordance with OSSC Chapter 17

COVER SHEET







BERGEMAN CONSTRUCTION

OR - CCB#149528 WA - #BERGEC*933P2 PO Box 1070 Astoria, OR 97103

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Date	Estimate #
5/20/2025	2925

Name / Address
City of Warrenton - Esther Moberg

Project

69 NE Heron Ave

Item Description Qty Rate Total 5,500.00 64,800.00 Mobilization Equipment hauling and set up 5,500.00 Flood Barriers Flood Barriers In doors as drawn supply and install 64,800.00 De-Mob 4,640.00 4,640.00 Clean up move out Profit & Overhead 13,489.20 13,489.20 5% Discount -4,421.26 -4,421.26 **Subtotal** \$84,007.94 **Sales Tax (0.0%)** \$0.00 **Total** \$84,007.94

Warrenton Urban Renewal Agency Agenda Memo

Meeting Date:

August 12, 2025

From:

Esther Moberg, Urban Renewal Agency Executive Director

Subject:

Directors Report and Project Update

Summary:

Project Updates:

- Preliminary Design of the Peterson Property is nearly complete and will be presented to the Urban Renewal Advisory Board and Urban Renewal Agency at the September meeting
- Building Permits have been issued for the Outpost Building
- Battery 245 will open its doors this month
 - There are two final items left for Urban Renewal Flood proofing, the generator (and install) and flood proofing barriers (contract for approval at this meeting)
- The Food Cart Pod has 4 active food carts, Trina and Ron's will be leaving soon, one additional space will be available at that time. Currently the food cart pod can comfortably hold between 5-6 food carts.

Approved by Executive Director: