



City of Warrenton City Commission

Meeting Agenda

City Hall, 225 S. Main Warrenton, OR 97146
Tuesday, October 14, 2025

The meeting will be broadcast via Zoom at the following link

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

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

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

You may provide public comment using the following methods:

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

City Commission Regular Meeting 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar
 - A. City Commission Meeting Minutes 2025.09.23
 - B. City Commission Special Meeting Minutes 2025.09.19
 - C. Capital Improvement Program Update
 - D. Corrective Action Plan Letter to USACE; Diking District No. 1
 - E. Community Library Quarterly Report – July – Sept. 2025
 - F. Building Department Quarterly Report – July – Sept. 2025
4. Commissioner Reports
5. Public Comment
6. Public Hearings – None
7. Business Items
 - A. Consideration of Solid Waste Rate Study - Presentation
 - B. Consideration of Spruce Up Warrenton Event – Winter Walk
 - C. Consideration of Street Vacation – Amending Ordinance No. 1217; Second Reading & Adoption
 - D. Consideration of Public Safety Fee – Resolution No. 2709
 - E. Consideration of Letter of Engagement – Labor Negotiations; CDR Labor Law, LLC
 - F. Consideration of Amplified Sound for Trick or Trot 5k Event
 - G. Consideration of Request to Advertise for Bids – Seafarer’s Park Bank Stabilization
 - H. Consideration of State Lobbyist Contract; Wastewater Treatment Plant; Public Affairs Counsel
8. Discussion Items – None
9. Good of the Order

10. Executive Session

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

11. Adjournment



City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, September 23, 2025

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

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

Staff Members Present	
City Manager Esther Moberg	City Recorder Dawne Shaw
City Planner Jeff Adams	Police Officer Jeff Dalrymple

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 City Commission.

- A. City Commission Meeting Minutes 2025.09.09
- B. Police Department Monthly Report – August 2025
- C. Harbormaster Report – September 2025
- D. Public Works Dispatch Services Agreement
- E. Community Library Board Meeting Minutes 2025.06.11

Commissioner Sollaccio discussed the data on the Police Department radar reports and also commented on the increased revenue outlined on the Harbormaster report.

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

4. Commissioner Reports

Commissioner Sollaccio noted she attended the CEDR meeting and the NW Oregon Housing summit and gave brief updates. She also mentioned the upcoming Trick or Trot from the Parks Alliance. She stated that Clatsop Community College has an opening for a board member.

Commissioner Mitchell gave an update on Spruce Up Warrenton and the efforts to engage the community and increase involvement.

City Manager Moberg noted an update to the CIP.

Mayor Balensifer discussed the FEMA BiOp status, the economic analysis and how it will affect the community.

Commissioner Poe noted CREST is having a 50th anniversary celebration on October 4th.

5. Public Comment – None

6. Public Hearings

A. Renaming of Street – NE Iredale Avenue to Isobar Avenue:

Mayor Balensifer opened the public hearing on the renaming of NE Iredale Avenue. Mayor Balensifer stated the hearing will be continued to the October 28th meeting, as staff has determined it must go to the Planning Commission first.

Motion:	Move to continue the public hearing to October 28, 2025.				
Moved:	Poe				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

B. Street Vacation – Amending Ordinance No. 1217:

Mayor Balensifer opened the public hearing on the street vacation, amending Ordinance No. 1217. Formalities followed. No conflicts of interest or ex parte contact were reported. Planning Director Jeff Adams presented the staff report. Mayor Balensifer asked for public comments. No one spoke in favor, opposition or neutral. There being no further comments, Mayor Balensifer closed the public comment period. There being no further questions or comments, he closed the public hearing.

Motion:	Move that based on the application materials and staff review memo dated September 23, 2025, conduct the first reading, by title only, of Ordinance No. 1296.
Moved:	Poe

Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

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

7. Business Items

A. Declaration of Vacant Commission Seat – Position No. 3:

Mayor Balensifer stated that Commissioner Dyer resigned from his seat at the previous special meeting and noted the need to declare the position vacant.

Motion:	Move to declare Position No. 3 on the Warrenton City Commission as vacant.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

Discussion followed on the application process and timeline.

B. Consideration of NW Smart Storage Lease Amendment:

Moberg discussed an amendment to the NW Smart Storage lease, to add U-Haul services to the mini storage property. Lessee Adam Isreal stated he is in agreement with the 7% of the additional revenue.

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

C. Consideration of Request for Meeting Cancellations:

Moberg discussed upcoming holidays and requested the November 11 and December 23 meetings be cancelled.

Motion:	Move to cancel the November 11 th and December 23 rd City Commission meetings.				
Moved:	Sollaccio				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

8. Discussion Items – None

9. Good of the Order

Commissioner Mitchell gave comments on the freedom of speech, reading a quote from former Congressman Henry Hunt.

Commissioner Sollaccio stated she attended Spanish speaking story hour at the Library and noted it was well attended and gave kudos to the library.

City Manager Moberg noted a correction that the CIP update is on the next meeting's consent calendar.

10. Executive Session

At 6:34 pm, Mayor Balensifer announced the commission will now meet in Executive Session under the authority of ORS 192.660(2)(e); *to conduct deliberations with persons designated by the governing body to conduct real property transactions.*

11. Adjournment

At 7:02 pm, Mayor Balenisfer reconvened the meeting, and noting no further business, adjourned the meeting.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder



City of Warrenton City Commission

Special Meeting Minutes

City Hall, 225 S. Main Warrenton, OR 97146
Friday, September 19, 2025

1. City Commission special meeting called to order at 4:00 pm.
2. Pledge of Allegiance

Commission Members	Present	Excused
Gerald Poe (via Zoom)	X	
Jessica Sollaccio (via Zoom)	X	
Paul Mitchell		X
Henry Balensifer, Mayor	X	

Staff Members Present	
City Manager Esther Moberg	Deputy City Recorder Hanna Bentley

3. Business Items

A. Consideration of Road Closure – Iredale Culvert Replacement Project:

City Manager Moberg reviewed the request to extend the road closure from September 19th through October 3, 2025.

Motion:	Move to approve the road closure of Iredale Street between 5 th Avenue and the project work zone near the Hammond Boat Basin from September 16 th – October 3 rd , for the Iredale Culvert Replacement Project Phase 2, as outlined in the approved traffic control plan.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Balensifer	X			
Passed:	3/0				

4. Adjournment

At 4:02 pm, Mayor Balensifer adjourned the special meeting.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder



Capital Improvement Program Update September 2025

For CIP fiscal year 2025-2026

Note: all projects listed are in process or will be started shortly, the remaining projects will be started and/or evaluated later in the fiscal year.

CIP Projects by Department:

Police

- Planning to replace at least one police vehicle after fall 2025.
- Police Front Office Remodel - In progress

Fire

- Exhaust removal system (Warrenton fire) Starts in November
- Structural Fire Truck - Funding Process starts in November.

City Hall

- City Hall ADA doors – Will start on after January 1.

General Fund

- QBR Park Recreational Court – Updating Estimates

Building & Planning

- Safety renovation - nearly complete

Tansy Point Dock

- Anodes replacement – Anodes have been received, just waiting on installation.

Water Utility

- Replace Raw Water Pipe Upstream from Raw Water Res RP-2 – In progress (2nd change order approved at last City Commission meeting).
- Hammond Waterline – In progress
- Water Reservoir Feasibility Study – In progress
- Seismic study for Water Master Plan – In progress.

Sewer Utility

- 7th & Enterprise Sewer Pump Upgrade (getting estimates to start work)
- MBR Bio-solids removal Project – partial removal planned end of this fy.

Storm Sewer

- West Hammond Work/Iredale Culvert – In progress

Streets

- Safe Routes to School Phase II – Design Phase
- Viewpoint Erosion Control – waiting on permit – planning to bring to commission in October to go out for bids.
- Warrenton Trails Wayfinding Signs – nearly completed.

Public Works Equipment

- Hoist Truck – in process
- CCTV – in process

Warrenton & Hammond Marinas

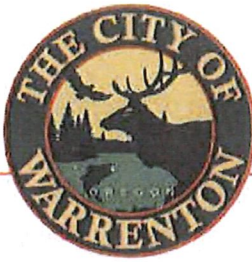
- E Dock replacement design & permitting – Starting Oct 2025
- E Dock Pile Replacement – Nov 2025
- Inner basin Pile Replacement – Nov 2025
- Hammond Pile Replacement – Nov 2025
- Hammond Crab Cooking Area – Currently in design phase, will have updates and timeline Oct/Nov. Hoping to have project completed this fall weather dependent.
- Hammond Fishing Pier – Feasibility Design expected to start in January.

Grants:

Received 4 new computers at library

Receiving oem grant for generator, heavy lift air bags, and readerboard sign (portable)

Awarded OSMB & OSPR for Hammond Launch Lanes for FY 2026-27



P.O.BOX 250 ■ WARRENTON, OR 97146-0250 ■ OFFICE: 503.861.2233 ■ FAX: 503.861.2351

September 16, 2025
Linda Leighow
Portland District
US Army Corps of Engineers
333 SW First Ave.
Portland, OR 97204-3440

RE: Corrective Action Plan

Dear Ms. Leighow:

Please accept this letter as the Corrective Action Plan for the City of Warrenton Diking District No. 1 in Clatsop County to maintain active status in Public Law 84—99's Rehabilitation and Inspection Program. The City of Warrenton plans to address the unacceptable items identified in the 2025 inspection as follows:

1. Levee Embankments – Encroachments – Landside Toe at Station D2 43+05

- a. Notify the landowner of unacceptable encroachment – 2 ft brick retaining wall built into landward slope. **Fall 2025**
- b. City of Warrenton will work with the landowner on the evaluation of the brick wall encroachment. This may include the landowner hiring a consultant to determine the impact and significance of the encroachment. If necessary, a consultant may also be required to perform a geotechnical study to determine if any seepage, stability or settlement changes have occurred to the levee near the encroachment. **Winter – Fall 2026**
- c. The landowner and City of Warrenton will work with USACE on plans to either eliminate the encroachment, or approve an exception for the encroachment, provided that the encroachment does not impact on the operation, maintenance, or structural integrity of the levee. **Winter – Spring 2027**
- d. Design and permit any needed construction to resolve encroachment. **Summer 2027**
- e. Complete encroachment project. Amend Warrenton Levee O & M manual and Emergency Response Plan as needed. **Summer 2028**

Levee Embankments – Encroachments - Other at Station 2A 1+15 to 2A 0+00

- a. Notify the landowner of unacceptable encroachment – Warrenton Boat Yard Facility build over the levee crown and slopes. Inhibits emergency access to the levee. **Fall 2025**

"Making a difference through excellence of service"

- b. City of Warrenton will work with the landowner on the evaluation of the levee in and around the Warrenton Boat Yard. This may include the landowner hiring a consultant to determine the impact and significance of the encroachment. A consultant may be required to perform a geotechnical study to determine if any seepage, stability or settlement changes have occurred to the levee near the encroachment. Hydrological modeling of the levee section may need to be conducted. **Spring 2026– Spring 2027**
 - c. Work with USACE on plans to either eliminate the encroachment, or provide an exception for the encroachment, provided the encroachment does not impact on the operation, maintenance, or structural integrity of the levee. **Spring 2027 – Spring 2028**
 - d. Design and permit any needed construction to resolve encroachment. **Summer 2028**
 - e. Complete the encroachment project, amend Warrenton Levee O & M manual and Emergency Response Plan as needed. **Summer 2029**
- a. **Levee Embankments - Encroachments – Waterside Slope at Station D2 1+54**
 - a. Remove loose asphalt waste from levee crown – **Summer 2026**
 - b. Identify the two pipes’ path through the levee structure and locate both ends on landside of levee – **Winter 2026**
 - c. Depending on location and placement of pipes, work with USACE on proposal to either remove pipes from the levee, or to permanently seal pipes within the levee – **Spring 2026**
 - d. Design and permit any needed construction to resolve encroachment. **Summer 2026**
 - e. Complete project, amend Warrenton Levee O & M manual and Emergency Response Plan as needed. **Fall 2026**
- b. **Levee Embankments – Encroachments - Waterside Slope at Station D2 2+20**
 - a. Identify the CMP pipe path through levee structure and locate end on landside of levee – **Winter 2026**
 - b. Depending on location and placement of pipe, work with USACE on proposal to either remove pipe from the levee, or permanently seal pipe within the levee – **Spring 2026**
 - c. Design and permit any needed construction to resolve encroachment. **Summer 2026**
 - d. Complete project, amend Warrenton Levee O & M manual and Emergency Response Plan as needed. **Fall 2026**
- c. **Levee Embankments – Encroachments – Landside Toe at Station D2 38+00**

- a. Notify the landowner of unacceptable encroachment – Wood post wall built into landward slope of levee. Approximately 40 ft in length. **Fall 2025**
- b. City of Warrenton will work with the landowner on the evaluation of the wood post wall encroachment. This may include the landowner hiring a consultant to determine the impact and significance of the encroachment. If necessary, a consultant may be required to perform a geotechnical study to determine if any seepage, stability or settlement changes have occurred to the levee near the encroachment. **Winter – Fall 2026**
- c. The landowner and the City of Warrenton will work with USACE on plans to either eliminate the encroachment, or approve an exception for the encroachment, provided that the encroachment does not impact on the operation, maintenance, or structural integrity of the levee. **Winter – Spring 2027**
- d. Design and permit any needed construction to resolve encroachment. **Summer 2027**
- e. Complete project, amend Warrenton Levee O & M manual and Emergency Response Plan as needed. **Summer 2028**

d. Levee Embankments – Encroachments – Crown

Inspect ID: 2025 – 10068

- a. Owner previously notified of encroachments on property. **Spring 2019**
- b. Remind owner to remove grill from levee crown. **Fall 2025**
- c. Remind owner to remove the downspout from the gutter on house currently buried within levee crown. **Fall 2025**

e. Levee Embankments – Erosion / Bank Caving – Waterside Toe and Slope

Inspect ID: 2025 – 100048

- a. Complete survey of caving area and eroded toe of levee. Document areas of seepage. **Summer 2026**
- b. Hire a consultant to develop levee repair proposal consistent with Warrenton Levee O & M manual and USACE guidelines. **Fall 2026**
- c. Design and permit the repair proposal. Determine if USACE 408 permit is necessary or any state agency permits (DSL, DEQ) are necessary. **Winter 2027**
- d. Advertise and construct the project. **Summer 2027**

f. Levee Embankments – Erosion / Bank Caving – Waterside Toe and Slope

Inspect ID: 2025 – 10060

- a. Complete survey of caving area and eroded toe of levee. Document areas of seepage. **Summer 2027**

- b. Hire a consultant to develop levee repair proposal consistent with Warrenton Levee O & M manual and USACE guidelines. **Fall 2027**
- c. Design and permit the repair proposal. Determine if USACE 408 permit is necessary or any state agency permits (DSL, DEQ) are necessary. **Winter 2028**
- d. Advertise and construct the project. **Summer 2028**

g. Levee Embankments – Erosion / Bank Caving – Waterside Toe and Slope at Station D2 40+30

Inspect ID: 2025 – 10072

- a. Complete survey of caving area and eroded toe of levee. Document areas of seepage. **Fall 2025**
- b. Hire a consultant to develop levee repair proposal consistent with Warrenton Levee O & M manual and USACE guidelines. **Winter 2026**
- c. Design and permit the repair proposal. Determine if USACE 408 permit is necessary or any state agency permits (DSL, DEQ) are necessary. **Spring 2026**
- d. Advertise and construct the project. **Summer 2026**

As these items are completed the City of Warrenton will supply updates to the USACE. If you have any questions or would like to see revisions, please contact Mark Kujala, City of Warrenton Levee Consultant. (503) 791-2513. Mark.kujala@gmail.com.

Sincerely,



Mark Kujala
Kujala Consulting
1715 Eastwind Ter
Hammond OR 97146

Quarter in Brief

- **July:**

- Special performances/programs:
 - July 10 - Dragon Puppet Theater
 - July 16 - Power Play for the Planet
 - July 25 - Community Conversation with Wendy Usher, "What Matters at Life's End."
- Children's programming:
 - Kaleidoscope Play & Learn, Lego Club, Storytime, Game Club, Homeschool Hangout, Learn to Crochet with Mary Bacon
- Adult Programming:
 - Color Along Club (16+), Library Jeopardy Night
- Arts and Crafts Supply Swap cancelled due to lack of participation.
- First Bilingual Storytime with Norma Hernandez from Consejo Hispano
- New Youth Services Librarian Melissa Tesauro joins team.

- **August:**

- Special Performances/Programs: Oregon Humanities Community Conversations: *Talking About Values Across Political Divides*
- Art Club resumes- open studio crafting 2x per week, guided project work 2x per week
- Children's programming:
 - Kaleidoscope Play & Learn, Lego Club, Storytime, Art Club, Homeschool Hangout, Bilingual Storytime
- Adult Programming:
 - Color Along Club (16+), Mindful Making (16+), Community Reading Group

- **September**

- Children's Programming:
 - Kaleidoscope Play & Learn, Storytime, Art Club, Homeschool Hangout, Bilingual Storytime
- Adult Programming:
 - Color Along Club, Community Reading Group
- All Ages Programming:
 - Mindful Making: *Glitter Jars*, Movie Night: *Kindergarten Cop*, \$5 Fill-a-Bag Booksale

Updates:

Utilizing the \$9,000 grant received earlier in the year, we purchased and installed four (4) new public computers. These computers are replacing four 10 year-old machines that would freeze up or run incredibly slowly. The new computers come equipped with Microsoft Word, Excel, and Powerpoint, which is an upgrade from the previous "OpenOffice" software the old computers had.

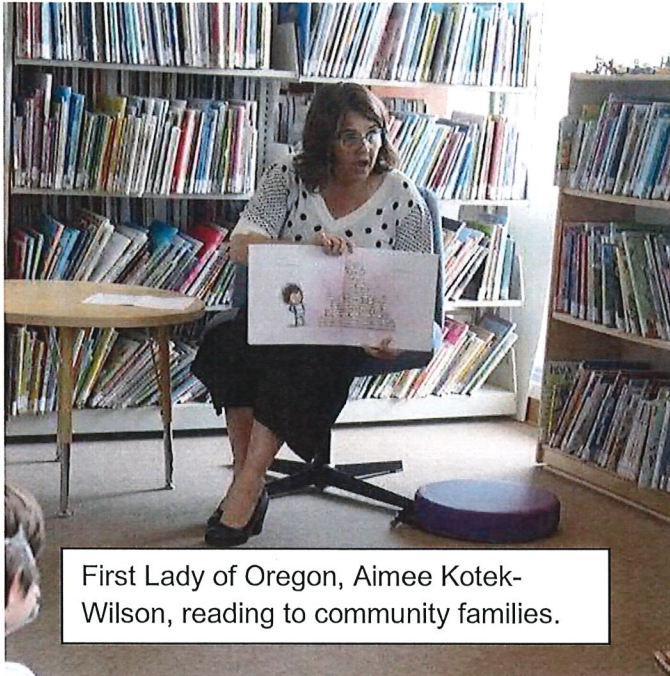
I have purchased, and am waiting for the delivery of, one wireless hotspot to add to our library collection. This device will help our community members who may not have the means to purchase internet stay connected with family, friends, and access crucial information they otherwise would not be able to without access to reliable internet.

As noted above, we hosted two “Community Conversations” in partnership with Oregon Humanities. These conversations discussed end-of-life planning (wills, advanced directives, etc.) and how to communicate across political divides. Unsurprisingly, the talking values across political divides conversation was very popular, totaling roughly 15 people in attendance.

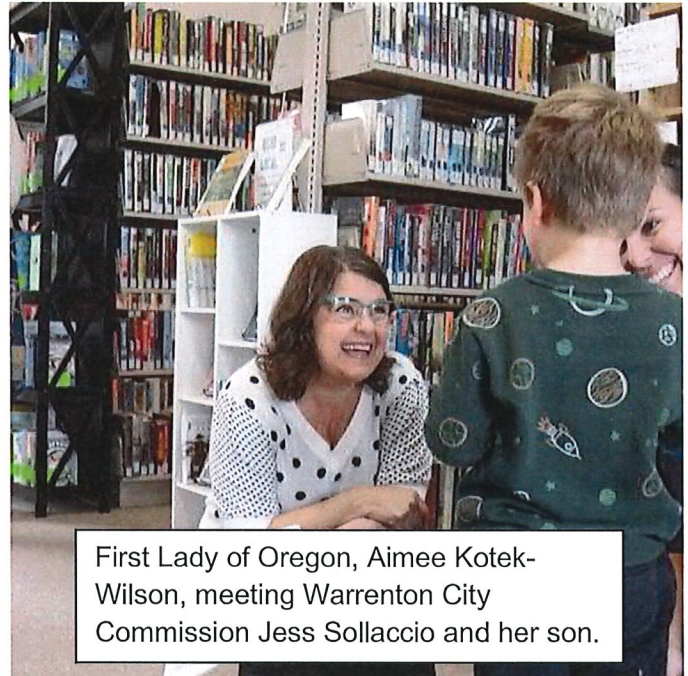
In July we launched our first “Bilingual Storytime” in partnership with Consejo Hispano. Norma Hernandez of Consejo Hispano has agreed to do a bilingual storytime the last Saturday of every month. This was originally planned to showcase our new bilingual children’s books that were donated by the Friends of Warrenton Community Library. We have decided to make a monthly program of it, and the August storytime had eight (8) children in attendance—four of which were part of the Latinx community we are aiming to reach with these materials.

Our new Youth Services Library Assistant, Melissa Tesauro, started in mid-July. She has hit the ground running, and is fast proving to be an excellent addition to the team.

We had a special storytime in August in partnership with the Dolly Parton Imagination Library and the Governor’s Office. The First Lady of Oregon, Aimee Kotek-Wilson, visited our library and read a book from the Dolly Parton Imagination Library to the families in attendance.



First Lady of Oregon, Aimee Kotek-Wilson, reading to community families.



First Lady of Oregon, Aimee Kotek-Wilson, meeting Warrenton City Commission Jess Sollaccio and her son.



WCL staff and First Lady of Oregon (left to right: Melissa Tesauro, Josh Saranpaa, Aimee Kotek-Wilson, Cass Williams)



Four new computer terminals purchased with grant from the Braemer Charitable Trust

Statistics

Computer Users (Estimated)	2025	2024
July	229	231
August	215	239
September	185	208

Volunteer Hours	2025	2024
July	72.5	83.25
August	71	123.75
September	72	58.25

Items Added By Item Type	2025	2024
Childrens'	144	229
Adult	192	244
Non-Book Items (DVDs & Things)	3	33

Circulation Transactions (6/1/2025-7/31/2025)	2025	2024
Checkouts	3,811	4,929
Renewals	916	1209

Library Visitors (Estimated)	2025	2024
July	1180	1217
August	1205	1264
September	1119	1182

Cards Issued (6/1/2025- 7/31/2025)	2025	2024
Adults	62	81
Children	7	36

Adult Programs Held	2025	2024
July	3	18
August	4	19
September	2	16

Childrens' Programs Held	2025	2024
July	20	46
August	24	42
September	24	24

Summer Reading Statistics

-Duration of the SRP (in weeks)?

The Warrenton Summer Reading program was 13 weeks in duration, from June 1st 2025 to August 31st.

-How many people signed up to participate (adults, kids, total)?

130 participants signed up!

39 Adult Participants

11 Teen Participants

30 Junior Participants (Ages 8-12),

50 Early Reader Participants (Ages 7 and under)

-How many hours were logged (adults, kids, total)?

Total number of minutes logged was 64,000 minutes!

Adult Minutes Logged: 44,300 Minutes

Teen Minutes Logged: 900 Minutes

Junior Minutes Logged: 7,600 Minutes

Early Readers Minutes Logged: 11,200 Minutes

-How many free books were given away?

86 prize books were ordered for Summer Reading prizes, with additional items being donated from the community!

-How many SRP events/programs were held?

In addition to regular library programming (Storytime held 2x weekly, Lego Club, Art Club) there were 3 special guest programs for summer reading: The Creature Teachers, Dragon Puppet Theater, and the Museum of Natural and

Cultural History - Power Play for the Planet.

Our total programs held during summer reading were:

Kids: 63 programs, 3 special events

Adults: 8 programs, 2 special events/guest speakers

-How many people attended those events/programs?

Weekly regular library program attendance varied with as few as 2 attendees and as many as 10.

Creature Teachers: 50 audience members

Dragon Theater Puppet Show: 20 audience members

Power Play for the Planet: 3 participants

Adult Program Attendance:

Oregon Humanities Project Community Conversations

What Matters At Life's End: 4 participants

Communicating Values Across Political Divides: 14 participants

-What free activities were available at the kickoff party (rock painting, etc.)?

Activities available during the kickoff party:

Arts and crafts activities (coloring pages, craft project)

Open play in children's section: Toys, duplo block building, dress up box

Chalkboard art (teen vault)

Rock Painting station

Barbecue with hot dogs, chips, capri suns provided

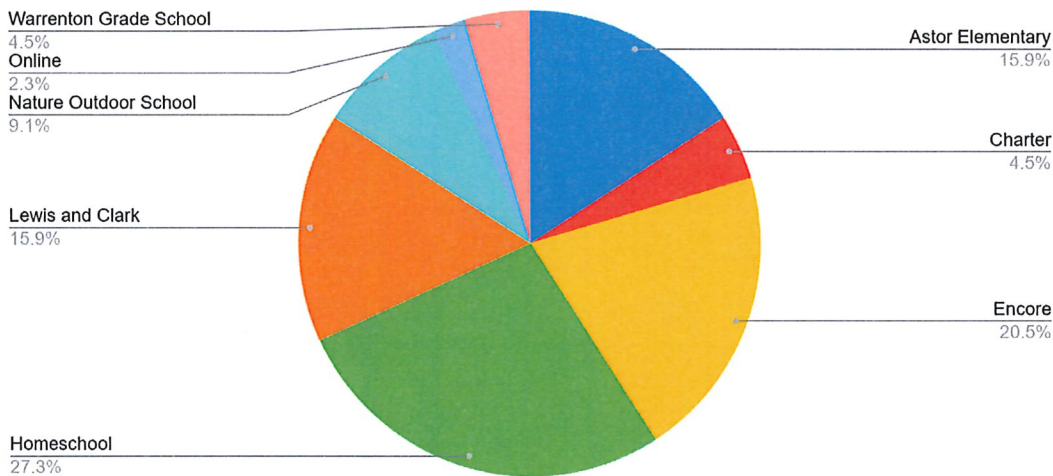
The Aunties LLC Face painters attended, but attendees did need to pay for face painting

Music

Bubbles

Sidewalk chalk outside

Schools





DEPARTMENT QUARTERLY REPORT

TO: The Warrenton City Commission
 FROM: Garrett Freshour, Building Official
 DATE: September 30, 2025
 RE: Department Quarterly Report; [July-September 2025]

Quarter in Brief: With interest rates and construction materials still high in cost. Construction in residential and commercial remains to be slow. During this quarter we managed to get most of the building/ planning office remodel done with a couple of remaining items that need to be completed.

Projects completed:

Oxford House 469 Russel Drive code enforcement issues are resolved.
 Fredmeyer remodel is complete.

Projects in progress:

Battery 245 brewery awaiting completion of installation of type 1 kitchen hood and final building inspection remains.

60th main st project has started, but no inspections have been requested yet.

New utility project on camp ground loops L, M and N at Fort Stevens campground to be completed in November 2025.

Building/ Planning department remodel: Counter glass and sprinkler remain to be installed.

Two houses, a duplex and apartment buildings are still in construction.

Challenges/Obstacles:

Keeping operations running during remodel with little interruption. There is still a lull with residential and commercial permits. Cost of materials, government regulation and inflation continue to disincentive building in Clatsop County.

Successes:

Re-hired Janice Weise to help with permit tech coverage while Hallie is out on leave.

Statistics:

Third quarter 2024

Commercial permits issued 24

Residential permits issued 27

Inspections 663

Third Quarter 2025

Commercial permits issued 29

Residential permits issued 25

Inspections 196



City Commission Agenda Memo

Meeting Date: October 14, 2025
From: Kevin Gorman, Public Works Director
Subject: 2025 Solid Waste Rate Study

Summary:

The City contracted HDR Engineering, Inc. to conduct a comprehensive Solid Waste Rate Study. The study reviewed the financial health of the solid waste utility and projected long-term revenues, operating expenses, and capital needs for Fiscal Years (FY) 2026–2035. The analysis considered operations and maintenance (O&M) expenses, capital improvement needs, reserve requirements, and customer growth projections.

The study concluded that current rates are insufficient to cover projected operating and capital requirements. Without adjustments, the utility faces a funding deficiency.

Recommendation/Suggested Motion:

"I move to accept the 2025 Solid Waste Rate Study as presented and direct staff to prepare a resolution implementing the recommended rate adjustments for future Commission consideration."

Alternative:

None recommended

Fiscal Impact:

At current rates, the solid waste utility will not generate enough revenue to cover operating and capital costs, resulting in a \$225,000 deficit in FY 2026. If unaddressed, these shortfalls would compound to \$1.5 million over the next 10 years.

Attachments:

- HDR Technical Memo
- HDR Presentation

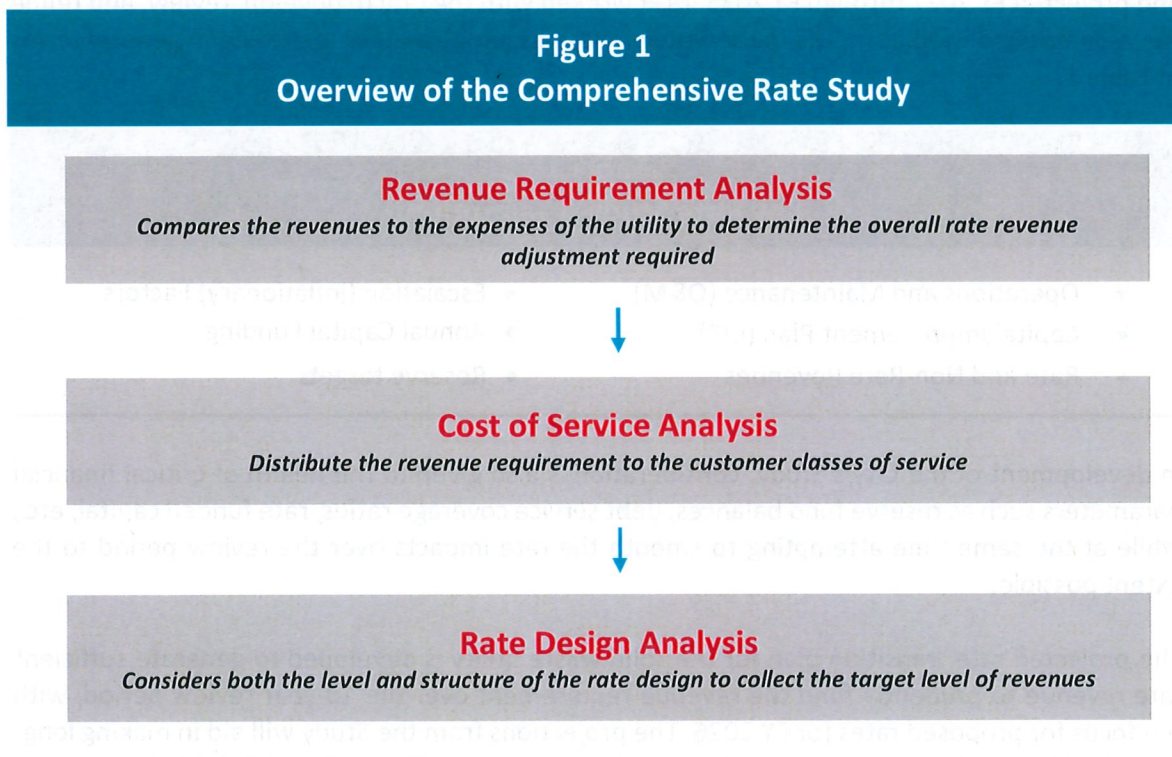
Approved by City Manager: _____

Solid Waste Technical Memorandum

Date: 08/28/2025
Client: City of Warrenton
To: Kevin Gorman, Public Works Director – City of Warrenton
From: Josiah Close, Utility Rates Project Manager – HDR
Jack Adams, Financial Analyst – HDR
Subject: 2025 Solid Waste Study

Introduction

The City of Warrenton (City) contracted with HDR Engineering Inc. (HDR) to provide technical and professional assistance in the development of a solid waste study (Study). The goal of the Study was to perform a review of the solid waste utility's overall financial health and – if necessary – the resulting revenue adjustments to maintain financial stability. There are three main components, or analyses, of a comprehensive rate study which are shown below in Figure 1.



For the City's solid waste rate study, the revenue requirement and rate design analyses were performed. This was mainly due to a constrained schedule, and it is recommended that the City

evaluate the costs of service for the solid waste utility as soon as it is practical. The rate design analysis was also abbreviated as the City's current rate structure was maintained.

The City's solid waste revenue requirement was performed on a "stand alone" basis. In other words, only revenues related to the solid waste utility were considered and no transfers from other City funds are included. This approach is prudent and paramount for a sustainable and fully funded utility. After the revenue requirement has been established, a rate transition plan can be developed that adequately funds the City's solid waste operations and maintenance (O&M) expenses and capital improvement needs. While at the same time, the proposed solid waste rate transition plan seeks to maintain the financial health of the utility by reviewing financial metrics such as target ending reserve balances, debt service coverage ratios, level of rate funded capital, etc. The Study then developed proposed rates based on the results of the revenue requirement analysis. It is important to note that the current rate structure was maintained and that only the overall level of rates were adjusted to recover the target revenue levels for this Study. As noted, it is recommended that the City complete a cost of service analysis and review the rate structure in the future.

Assumptions

The Study summarized in this technical memorandum (TM) includes fiscal year (FY) 2026 budget and projected FY 2027 through FY 2035. HDR worked with the City to develop, review, and refine the assumptions used as inputs in the Study. These assumptions are identified in general terms in Table 1.

Table 1
Key Rate Study Assumptions

- | | |
|------------------------------------|-------------------------------------|
| • Operations and Maintenance (O&M) | • Escalation (inflationary) Factors |
| • Capital Improvement Plan (CIP) | • Annual Capital Funding |
| • Rate and Non-Rate Revenues | • Reserve targets |

In development of the City's Study, consideration is also given to the health of critical financial parameters such as reserve fund balances, debt service coverage ratios, rate funded capital, etc., while at the same time attempting to smooth the rate impacts over the review period to the extent possible.

The projected rate transition plan for the solid waste utility is developed to generate sufficient rate revenue to prudently fund the revenue requirement over the 10-year review period, with the focus for proposed rates for FY 2026. The projections from the Study will aid in making long-term decisions as impacts can be modeled and reviewed with City Staff and the City Council. It is important to note that - regardless of whether the City can control them or not - should the assumptions and inputs change, the given results for the Study and this TM would also change.

Overview of the Revenue Requirement

The overall financial planning strategy for the City's solid waste utility is based on the cash needs approach. This approach compares revenues to expenses on an annual basis so that, over the planning period, revenue will be equal to the utility's expenses. Provided in Table 2 below is a summary of the cash needs approach used to develop the solid waste revenue requirement for the City's Study.

Table 2
Overview of the Cash Needs Approach

+	Operations and Maintenance Expenses
+	Taxes / Transfer Payments
+	Rate Funded Capital Projects
+	Debt Service Payments (P + I)
=	Total Revenue Requirement
-	Miscellaneous Revenues
=	Net Total Revenue Requirement

This approach is developed for each year of the analysis to determine the overall revenue (rate) adjustments necessary to prudently fund the City's solid waste utility O&M and capital needs.

Revenue Requirements Analysis

The primary financial inputs in the Study were the City's accounting and financial records, capital plan, and current adopted budget for the solid waste utility. Provided below is a detailed discussion of the steps and key assumptions contained within the development of the City's revenue requirement analysis.

Projection of Rate Revenues

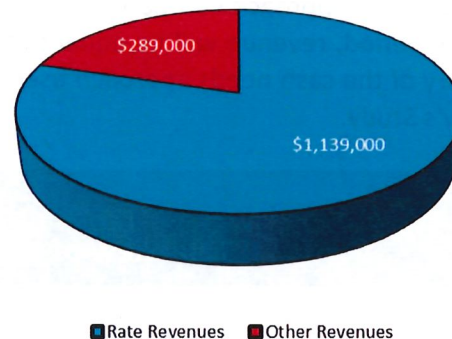
Rate revenues are based on the current adopted solid waste rates and the customer billing units. The first step in the revenue requirement is to develop a projection of the rate revenues currently received by the City. This includes developing a projection of solid waste rate revenues, at present rate levels, based on the current billing units. These billing units were then multiplied by the current adopted solid waste rates, per billing unit. This method of independently calculating the rate revenues for the City links the projected revenues used within the analysis to the projected billing units. It also helps to confirm that the billing units used within the Study are reasonable for purposes of projecting future revenues and ultimately establishing the proposed rates to collect the target level of revenues. The majority of the revenues for the City are derived from rate revenues. In total, and at currently adopted rate levels, the City is projected to receive approximately \$1.1 million in FY 2026. Over the Study review period and in discussion with City

staff, customer growth is expected to be between 1.0% and 4.0%, per year. The timing of the customer growth impacts on the solid waste utility is unknown as it is tied to the development of subdivisions. Based on the assumed customer growth, the rate revenues increase to approximately \$1.4 million in FY 2035, before any rate revenue adjustments.

Projection of Non-Rate Revenue

The City also collects a variety of other revenues that can offset the overall rate revenue needed to fund annual O&M and capital expenses. Non-rate revenue includes interest, recycling fees, and other miscellaneous revenues. In total, these line items amount to approximately \$289,000 in FY 2026. Non-rate revenues are projected to grow at 1.0%. However, interest is calculated based on projected reserve levels over the Study period. Given this, the non-rate revenues increase to approximately \$407,000 in FY 2035.

FY 2026 Solid Waste Revenues



Operations and Maintenance Expenses

After the development of the revenues, the City's O&M expenses to provide service and maintain the solid waste utility are reviewed. O&M expenses include labor, benefits, insurance, utilities, etc. for day to day operations. The City's FY 2025 and FY 2026 budgets were used as the starting point for the revenue requirement analysis for the solid waste utility. The total budgeted O&M expenses for FY 2026 are approximately \$1.5 million for the solid waste utility. The O&M costs are then projected to escalate at annual inflationary rates which are specific to each line item based on assumed general inflationary rates. Details of individual O&M cost escalation factors are shown in Table 3 below. Note, this does not include every escalation factor. For more detail on the escalation factors reference exhibit 2 in the appendix.

Table 3
O&M Cost Escalation Factors

Year	Salary	Benefits	Materials & Supplies	Utilities	Insurance	Miscellaneous
FY 2025	Budget	Budget	Budget	Budget	Budget	Budget
FY 2026	Budget	Budget	Budget	Budget	Budget	Budget
FY 2027	3.5%	4.0%	3.0%	4.5%	4.5%	3.0%
FY 2028	3.5%	4.0%	3.0%	4.5%	4.5%	3.0%
FY 2029	3.5%	4.0%	3.0%	4.5%	4.5%	3.0%
FY 2030	3.5%	4.0%	3.5%	4.5%	4.0%	3.0%
FY 2031	3.5%	4.0%	3.5%	4.5%	4.0%	3.0%
FY 2032	3.5%	4.0%	3.5%	4.5%	4.0%	3.0%
FY 2033	3.5%	4.0%	3.5%	4.5%	4.0%	3.0%
FY 2034	3.5%	4.0%	3.5%	4.5%	4.0%	3.0%
FY 2035	3.5%	4.0%	3.5%	4.5%	4.0%	3.0%

In addition to the budget O&M, the analysis also included increased staffing in FY 2028 based on the anticipated additional solid waste truck and service expansion. Based on the City's FY 2026 budget for the solid waste utility, the additional staff, and the cost escalation assumptions described in Table 3, total annual O&M is projected to increase to approximately \$2.4 million in FY 2035. The average annual increase in total O&M expenses for the Study was 4.9%. The annual O&M cost projection is included in the City's solid waste revenue requirement and provided in Table 5.

Capital Improvement Plan

The capital improvement plan (CIP) consists of the additions to the solid waste utility infrastructure to provide service to the City's customers. Capital improvement projects are designed to fulfill a number of different needs, but typically there are four main types:

1. Renewal and replacement of the existing system to maintain service levels
2. Compliance with new state and/or federal regulations
3. Enhancement of the level and reliability of the service provided
4. Meet ongoing demands of system growth and economic development

The City provided the most recent solid waste utility 5-year capital improvement plan which became the basis and starting point in the model, which was extending out for ten years (FY 2026 – FY 2035). The capital costs for future years of FY 2026 through FY 2035 were escalated at 3.5%, annually, to reflect the pressures on capital costs from inflationary measures. A key element of the City's CIP is the evaluation of its solid waste equipment and infrastructure, identified equipment and infrastructure deficiencies and renewal and replacement needs, and developing a feasible and sustainable capital funding plan. For the City's capital funding plan, the funding for the annual capital improvement needs was provided through annual rates and available reserves.

An important component of the capital funding plan – and the revenue requirement– is the level of rate funding of capital. Rate funding of capital represents the annual amount of capital that the current solid waste rates can fund to accomplish renewal and replacement of the existing solid waste equipment and infrastructure. It is important that, due to the assumed growth related to the development of future subdivisions, the City is anticipated to expand services through the purchase of an additional truck in FY 2028. Rate funding for capital starts in FY 2026 for the solid waste utility at approximately \$105,000. Over the review period, the solid waste utility's level of rate funded capital is increased to approximately \$575,000 in FY 2035. The increase in rate funding is a critical element of the City's solid waste financial plan to provide a sustainable funding source for annual renewal and replacement needs for the system's infrastructure. As a result of cash funding the City's capital needs, there is no assumed long-term debt. A summary of the City's capital funding plan is shown in Table 4 below.

Table 4 Summary of the City's Solid Waste Capital Improvement Plan (\$000s)										
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Hoist Truck	\$24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Garbage Trucks	455	471	0	0	0	0	0	0	0	0
Garbage Truck - Service Expansion	0	0	488	0	0	0	0	0	0	0
Service Truck	0	10	10	10	0	0	0	0	0	0
Storage Garage	0	0	233	0	0	0	0	0	0	0
Technology Stack Capital	5	0	0	0	0	0	0	0	0	0
Truck Washout Facility	<u>0</u>	<u>0</u>	<u>0</u>	<u>287</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Capital Improvements	\$485	\$481	\$731	\$297	\$0	\$0	\$0	\$0	\$0	\$0
Ongoing Capital Projects	\$0	\$0	\$0	\$0	\$325	\$400	\$450	\$500	\$550	\$575
Transfer to Cash Reserve	<u>0</u>	<u>19</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Capital Projects	\$485	\$500	\$731	\$300	\$325	\$400	\$450	\$500	\$550	\$575
Funding Sources										
Operating Fund (430)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Reserve Fund	380	0	106	0	0	0	0	0	0	0
Assumed Low Interest Loan	0	0	0	0	0	0	0	0	0	0
Assumed Revenue Bond	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Funding Sources	\$380	\$0	\$106	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rate Funded Capital	\$105	\$500	\$625	\$300	\$325	\$400	\$450	\$500	\$550	\$575

As can be seen in Table 4, the level of capital projects for the City varies from year to year over the review period. The rate funded capital provides a stable source of funding for capital on an annual basis. The rate funded capital component of model is developed to smooth the impacts from any one year as well as start planning to fund years with larger expenditures earlier thereby minimizing rate impacts to customers and maintaining a smooth rate transition over time. Additionally, this creates a more predictable rate transition plan for customers and aides City management in making informed decisions to continue to be good stewards of the City solid waste funds and resources.

Debt Service Costs

The next component of the City's solid waste revenue requirement is long-term debt service. Debt service relates to the City's annual debt repayment obligations - both principal and interest - incurred when capital projects are financed with long-term borrowing. Utilities frequently finance major capital improvements with long-term borrowing for several reasons. First, the financial resources required for larger projects typically exceed the utility's available resources from the normal operation of its system. Second, spreading the debt service costs for the project over the repayment period effectively spreads the financial burden of financing large improvements to both existing and future users of the system. This burden sharing allows the utility to more closely align the cost of improvements with those customers benefiting from the improvements.

Currently, the City has no outstanding long-term debt service. As mentioned, it is projected that the City will fully fund annual capital improvement projects throughout the Study review period with available rate revenues and cash reserves and no long-term debt is planned during the Study period.

It should be noted that as part of this planning process HDR is not acting as the City's municipal advisor related to debt issuance, instruments, or terms. The Study simply identifies funding gaps and provides an estimate of funding approaches to establish reasonable rate assumptions.

Reserve Funds

The final component in the development of the City's solid waste revenue requirement are reserve funds. Reserve funds are a critical component of prudent financial management of the solid waste utility and prudent reserve levels provide many benefits. Adequate reserve levels can provide the City with necessary funding during an emergency capital need or in times of a natural disaster. Having prudent reserve balances will also provide the City with an additional buffer should capital costs come in higher than anticipated or an unforeseen interruption of rate revenues. The use of reserves in these situations show how adequate reserve levels can help minimize impacts to rates in the short term. In the longer term, they can help provide a slow and steady approach to rate revenue adjustments, which is beneficial to the City's customers.

There are various types of reserve funds that a utility can establish. This can include an operating fund, a capital fund, a rate stabilization, etc. Currently, the City has the following reserve funds identified and included as a part of the Study:

- **Sanitation Operating Reserve Fund (430):** The purpose of this reserve fund is to provide sufficient funds to allow the solid waste utility to react and adopt a financial plan which can adequately deal with a variety of short-term adverse economic circumstances which may materialize. A typical minimum reserve standard for enterprise fund operations ranges anywhere from 30 to 180 days of operating expenses. For the Study, 90 days of O&M is the target reserve fund balance for the solid waste utility's operating fund reserve.
- **Sanitation Capital Reserve Fund:** The purpose of this reserve is for the investment in capital assets and will be funded and maintained as necessary and prudent for the operation of the specific enterprise fund. Such reserves and their funding will be reviewed either annually or bi-annually during the budget process. For the Study, the average annual capital is the target reserve fund balance for the sanitation capital reserve fund.

When accounting for the proposed rate adjustment for FY 2026, the reserves appear to be adequate to meet the City's policy for reserve balances and achieve the desired liquidity and risk mitigation as intended.

Summary of the Revenue Requirement

The revenue requirement analysis that was developed for the City's solid waste utility - and detailed above - has calculated the necessary rate revenue adjustments over the time period reviewed. These rate revenue adjustments have been developed to fully fund the City's solid waste utility O&M and capital requirements over the review period (FY 2026 – FY 2035). As part of the analysis, careful attention was given to maintaining adequate funding for the solid waste utility's O&M expenses as well as sufficiently funding capital improvement projects through annual rate funding of capital improvement projects. As was mentioned, the City aims to couple this prudent financial planning with minimizing long-term solid waste rate impacts to its customers while maintaining the a high level of service along with the goal of maintaining key financial planning metrics such as adequate reserve levels and prudent renewal and replacement funding. Additionally, as the planned and anticipated growth impacts the City's solid waste utility, careful consideration to the anticipated costs with providing solid waste collections to an expanded service area. A summary of the City's solid waste revenue requirement is shown in Table 5

Table 5 Summary of the Solid Waste Revenue Requirement (\$000s)										
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Revenues										
Total Rate Revenues	\$1,139	\$1,185	\$1,232	\$1,269	\$1,294	\$1,320	\$1,340	\$1,360	\$1,374	\$1,387
Total Other Revenues	<u>289</u>	<u>294</u>	<u>304</u>	<u>309</u>	<u>326</u>	<u>345</u>	<u>361</u>	<u>378</u>	<u>393</u>	<u>407</u>
Total Revenues	\$1,428	\$1,478	\$1,536	\$1,578	\$1,621	\$1,665	\$1,701	\$1,738	\$1,766	\$1,795
Expenses										
Total O&M	\$1,545	\$1,628	\$1,813	\$1,888	\$1,962	\$2,040	\$2,119	\$2,201	\$2,286	\$2,373
Rate Funded Capital	105	500	625	300	325	400	450	500	550	575
Net Debt Service	0	0	0	0	0	0	0	0	0	0
To / (From) Reserves	<u>(8)</u>	<u>(57)</u>	<u>(3)</u>	<u>380</u>	<u>411</u>	<u>395</u>	<u>393</u>	<u>394</u>	<u>382</u>	<u>396</u>
Total Expenses	\$1,642	\$2,071	\$2,435	\$2,569	\$2,698	\$2,835	\$2,963	\$3,095	\$3,218	\$3,344
Bal /(Def) of Funds	(\$225)	(\$623)	(\$945)	(\$1,040)	(\$1,132)	(\$1,229)	(\$1,325)	(\$1,426)	(\$1,524)	(\$1,627)
Bal as a % of Rate Adj	18.8%	50.1%	73.0%	78.1%	83.3%	88.6%	94.1%	99.8%	105.7%	111.7%
Proposed Rate Adj.	26.3%	20.8%	15.8%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Add'l Revenue	\$225	\$623	\$945	\$1,040	\$1,132	\$1,229	\$1,325	\$1,426	\$1,524	\$1,627
Total Bal. / (Def.)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

The solid waste revenue requirement developed for the City provides a projection of rate adjustments over the review period. The cumulative deficiency for the solid waste utility over the ten-year period is approximately \$1.6 million. The total revenue requirement for the solid waste utility increases on average 8.3% per year due to inflationary pressures on the O&M expenses and the increase in capital funding through solid waste rates. The City is anticipated to adopt a single year adjustment in FY 2026, which will be effective for 9 months. In order to fully fund the City's solid waste utility, it is proposed to increase solid waste rate revenues by 26.3% in FY 2026 with equals approximately \$4.51 for the average residential customer with 1 can picked up once a week. As shown in Table 5, given the current assumptions and projections, the Study findings indicate additional annual adjustments may be necessary to support the operating and capital needs of the solid waste utility through FY 2035.

Rate Design

Currently, the City has a flat service charge for residential and commercial customers based on the bin or cart size and collection frequency. The rate structure of the City's solid waste utility was not changed as part of the Study. However, HDR and the City discussed that a cost of service would evaluate the proportionality of the rates and service levels and should be completed in the future. Given this, the present solid waste rates were adjusted by the overall solid waste system adjustment of 26.3% for the proposed FY 2026 rates. The present and proposed solid waste rates are shown below in Table 6 for the next five years. As shown in Table 6, given the current assumptions and projections, the Study findings indicate annual adjustments of approximately 20.8% in FY 2027, 15.8% in FY 2028, and 3.0% through FY 2030 may be necessary to fully fund the City's solid waste utility.

Table 6
Summary of the Present and Proposed Solid Waste Rates

	Present Rates	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Residential						
1 CAN 1 X WEEK	\$17.15	\$21.66	\$26.17	\$30.30	\$31.21	\$32.15
1 CAN 2 X MONTH	12.15	15.35	18.54	21.47	22.11	22.77
2 CAN 1 X WEEK	37.20	46.98	56.76	65.72	67.70	69.73
2 CAN 2 x MONTH	20.50	25.89	31.28	36.22	37.31	38.42
3 CAN 1 X WEEK	53.90	68.08	82.24	95.23	98.09	101.03
4 CAN 1 X WEEK	70.60	89.17	107.71	124.73	128.48	132.33
4 CAN 2 X MONTH	37.20	46.98	56.76	65.72	67.70	69.73
SENIOR 2 X MONTH	7.14	9.02	10.89	12.61	12.99	13.38
SENIOR ONCALL	0.46	0.58	0.70	0.81	0.84	0.86
ONCALL SERVICE	3.80	4.80	5.80	6.71	6.92	7.12
Commercial						
1 1/4 YD 1 X WEEK	\$130.90	\$165.33	\$199.71	\$231.27	\$238.21	\$245.35
1 1/4 YD 2 X MONTH	74.80	94.47	114.12	132.15	136.12	140.20
1 1/2 YD 1 X WEEK	157.08	198.39	239.66	277.52	285.85	294.42
1 2YD 1 X WEEK	177.65	224.37	271.04	313.87	323.28	332.98
1 2YD 2 X MONTH	93.50	118.09	142.65	165.19	170.15	175.25
1 2YD 2 X WEEK	299.20	377.89	456.49	528.62	544.47	560.81
1 2YD 3 X WEEK	411.40	519.60	627.67	726.85	748.65	771.11
1 2YD 5 X WEEK	635.80	803.02	970.04	1,123.31	1,157.01	1,191.72
2 2YD 1 X WEEK	355.30	448.74	542.08	627.73	646.56	665.96
2 2YD 2 X WEEK	598.40	755.78	912.98	1,057.23	1,088.95	1,121.62
2 2YD 3 X WEEK	832.15	1,051.01	1,269.61	1,470.21	1,514.32	1,559.75
3 2YD 2 X WEEK	906.95	1,145.48	1,383.74	1,602.37	1,650.44	1,699.95
3 2YD 1 X WEEK	514.25	649.50	784.59	908.56	935.82	963.89
1 3YD 1 X WEEK	304.81	384.98	465.05	538.53	554.68	571.32
1 3YD 2 X WEEK	516.12	651.86	787.45	911.86	939.22	967.40
1 3YD 3 X WEEK	727.43	918.74	1,109.84	1,285.20	1,323.75	1,363.47
2 3YD 2 X WEEK	1,032.24	1,303.72	1,574.89	1,823.73	1,878.44	1,934.79
2 3YD 3 X WEEK	1,445.51	1,825.68	2,205.42	2,553.88	2,630.49	2,709.41
Willamette	1,982.20	2,503.52	3,024.25	3,502.08	3,607.14	3,715.36
Bio Oregon	2,552.55	3,223.87	3,894.44	4,509.76	4,645.05	4,784.40
Marina	540.21	682.29	824.20	954.42	983.06	1,012.55
Ft Stevens	904.18	1,141.98	1,379.51	1,597.47	1,645.40	1,694.76
KOA	201.66	254.70	307.67	356.29	366.97	377.98
Specials	2,023.34	2,555.48	3,087.02	3,574.77	3,682.01	3,792.47

Conclusion of the 2025 Solid Waste Study

There are several assumptions developed as part of the analysis and reviewed with City staff. Given the assumptions, the results of the Study are dynamic in nature and can change if key assumptions change. For this reason, the Study is a planning tool for the City's solid waste utility and the actual results for the end of the review period may vary from what the City sees in the future.

Based on the assumptions and results of this Study, HDR determined that the City would meet its solid waste utility financial goals with a 26.3% rate revenue adjustment in FY 2026. Subsequent rate revenue adjustments appear to be necessary based on the study assumptions to maintain financial health of the City's solid waste utility. The results of the solid waste analysis enable the City to maintain prudent financial management of the utility by providing adequate funding of O&M. Additionally, the rate revenues generated are projected to provide sufficient levels of rate funding for capital. When combined, these attributes give the City both a stable financial footing going forward as well as flexibility to overcome obstacles that might arise while attempting to minimize the rate impacts to its customers over the long term.

City of Warrenton
Solid Waste Study
Summary of the Revenue Requirement
Exhibit 1

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Revenues										
Rate Revenues	\$1,139,000	\$1,184,560	\$1,231,942	\$1,268,901	\$1,294,279	\$1,320,164	\$1,339,967	\$1,360,066	\$1,373,667	\$1,387,404
Miscellaneous Revenues	289,000	293,747	303,641	308,963	326,361	344,710	361,159	377,635	392,607	407,263
Total Revenues	\$1,428,000	\$1,478,307	\$1,535,583	\$1,577,864	\$1,620,640	\$1,664,874	\$1,701,126	\$1,737,701	\$1,766,274	\$1,794,666
Expenses										
Total O&M Expenses	\$1,544,900	\$1,627,590	\$1,813,304	\$1,887,704	\$1,962,167	\$2,039,811	\$2,118,911	\$2,201,419	\$2,285,568	\$2,373,394
Rate Funded Capital	105,000	500,000	625,000	300,000	325,000	400,000	450,000	500,000	550,000	575,000
Net Debt Service	378	378	378	378	378	378	378	378	378	378
Total Reserve Funding	(8,308)	(56,587)	(3,469)	380,453	410,873	394,719	393,332	393,594	381,980	395,688
Total Revenue Requirement	\$1,641,969	\$2,071,381	\$2,435,212	\$2,568,534	\$2,698,418	\$2,834,907	\$2,962,621	\$3,095,391	\$3,217,926	\$3,344,460
Bal. / (Def.) of Funds	(\$213,969)	(\$593,074)	(\$899,629)	(\$990,671)	(\$1,077,778)	(\$1,170,033)	(\$1,261,496)	(\$1,357,690)	(\$1,451,652)	(\$1,549,794)
Add'l Franchise Fee	(10,698)	(29,654)	(44,981)	(49,534)	(53,889)	(58,502)	(63,075)	(67,884)	(72,583)	(77,490)
Total Bal. / (Def.) of Funds	(\$224,668)	(\$622,728)	(\$944,611)	(\$1,040,204)	(\$1,131,667)	(\$1,228,534)	(\$1,324,570)	(\$1,425,574)	(\$1,524,235)	(\$1,627,283)
Balance a % of Rate Adj. Req'd	18.8%	50.1%	73.0%	78.1%	83.3%	88.6%	94.1%	99.8%	105.7%	111.7%
Proposed Rate Adjustment	26.3%	20.8%	15.8%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Add'l Revenue with Rate Adj.	\$224,668	\$622,728	\$944,611	\$1,040,204	\$1,131,667	\$1,228,534	\$1,324,570	\$1,425,574	\$1,524,235	\$1,627,283
Bal. / (Def.) After Rate Adj.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Additional Rate Adjustment Required	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Avg Residential Monthly Bill (1 Can 1 X Week)										
Customer Bill on Proposed Adj.	\$21.66	\$26.17	\$30.30	\$31.21	\$32.15	\$33.11	\$34.10	\$35.13	\$36.18	\$37.27
Bill Difference - Bi-Monthly	4.51	4.51	4.13	0.91	0.94	0.96	0.99	1.02	1.05	1.09
Cumulative Bill Difference	4.51	9.02	13.15	14.06	15.00	15.96	16.95	17.98	19.03	20.12
Beginning Reserve Balance	\$987,833	\$604,905	\$567,232	\$458,007	\$841,137	\$1,252,010	\$1,646,728	\$2,040,061	\$2,433,655	\$2,815,635
Total Ending Reserves	\$604,905	\$567,232	\$458,007	\$841,137	\$1,252,010	\$1,646,728	\$2,040,061	\$2,433,655	\$2,815,635	\$3,211,323

	Budgeted	Projected									Notes
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	
Revenues											
Customer Growth	0.0%	4.0%	4.0%	3.0%	2.0%	2.0%	1.5%	1.5%	1.0%	1.0%	
Misc. Revenues	Budget	1.5%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
Flat	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Expenses											
Salaries	Budget	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	
Benefits	Budget	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Benefits - Retirement	Budget	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	
Materials & Supplies	Budget	3.0%	3.0%	3.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	
Equipment	Budget	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Miscellaneous	Budget	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Utilities	Budget	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	
Flat	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Chemicals	Budget	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
General Expenses	Budget	4.0%	4.0%	4.0%	4.1%	4.1%	4.1%	4.1%	4.1%	4.1%	Average of all others
Landfill Fees	Budget	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	
Insurance	Budget	4.5%	4.5%	4.5%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Interest	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
New Long-Term Debt Assumptions											
Low Interest Loans											
Term in Years	20	20	20	20	20	20	20	20	20	20	
Rate	2.2%	2.3%	2.4%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	
Revenue Bond											
Term in Years	20	20	20	20	20	20	20	20	20	20	
Rate	4.3%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	

	Budgeted	Projected									
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	Notes
Revenues											
Rate Revenues											
Solid Waste	\$1,139,000	\$1,184,560	\$1,231,942	\$1,268,901	\$1,294,279	\$1,320,164	\$1,339,967	\$1,360,066	\$1,373,667	\$1,387,404	As Customer Growth
Total Rate Revenues	\$1,139,000	\$1,184,560	\$1,231,942	\$1,268,901	\$1,294,279	\$1,320,164	\$1,339,967	\$1,360,066	\$1,373,667	\$1,387,404	
Other Revenues											
Recycling Fees	\$254,000	\$275,600	\$286,624	\$295,223	\$301,127	\$307,150	\$311,757	\$316,433	\$319,598	\$322,794	Linked to Expense
Miscellaneous	0	0	0	0	0	0	0	0	0	0	As Misc. Revenues
Interest	35,000	18,147	17,017	13,740	25,234	37,560	49,402	61,202	73,010	84,469	Calculated on Balances
Total Other Revenues	\$289,000	\$293,747	\$303,641	\$308,963	\$326,361	\$344,710	\$361,159	\$377,635	\$392,607	\$407,263	
Total Revenues	\$1,428,000	\$1,478,307	\$1,535,583	\$1,577,864	\$1,620,640	\$1,664,874	\$1,701,126	\$1,737,701	\$1,766,274	\$1,794,666	
Sanitation Fund											
Personnel Services											
Regular Salaries	\$159,750	\$165,341	\$171,128	\$177,118	\$183,317	\$189,733	\$196,374	\$203,247	\$210,360	\$217,723	As Salaries
Overtime	15,000	15,525	16,068	16,631	17,213	17,815	18,439	19,084	19,752	20,443	As Salaries
Temporary/Seasonal Salaries	1,000	1,035	1,071	1,109	1,148	1,188	1,229	1,272	1,317	1,363	As Salaries
FICA	13,445	13,983	14,542	15,124	15,729	16,358	17,012	17,693	18,400	19,136	As Benefits
Workers Compensation	15,593	16,217	16,865	17,540	18,242	18,971	19,730	20,519	21,340	22,194	As Benefits
Paid Family Leave	703	731	760	791	822	855	890	925	962	1,001	As Benefits
Unemployment	176	183	190	198	206	214	223	232	241	251	As Benefits
Retirement	53,685	56,906	60,320	63,940	67,776	71,843	76,153	80,722	85,566	90,700	As Benefits - Retirement
Health Insurance	48,328	50,261	52,272	54,362	56,537	58,798	61,150	63,596	66,140	68,786	As Benefits
Life Insurance	107	111	116	120	125	130	135	141	146	152	As Benefits
Long Term Disability	286	297	309	322	335	348	362	376	391	407	As Benefits
Personnel Services Overhead	66,652	69,318	72,091	74,974	77,973	81,092	84,336	87,709	91,218	94,867	As Benefits
Total Personnel Services	\$374,725	\$389,909	\$405,734	\$422,228	\$439,422	\$457,346	\$476,033	\$495,517	\$515,834	\$537,022	

City of Warrenton
Solid Waste Study
Revenue Requirement
Exhibit 3

Page 2 of 4

	Budgeted	Projected									Notes
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	
Materials and Services											
Office Supplies	\$742	\$764	\$787	\$811	\$839	\$869	\$899	\$930	\$963	\$997	As Materials & Supplies
Postage	500	515	530	546	565	585	606	627	649	672	As Materials & Supplies
General Supplies	1,800	1,854	1,910	1,967	2,036	2,107	2,181	2,257	2,336	2,418	As Materials & Supplies
Janitorial Supplies	3,500	3,605	3,713	3,825	3,958	4,097	4,240	4,389	4,542	4,701	As Materials & Supplies
Chemical Supplies	500	520	541	562	585	608	633	658	684	712	As Chemicals
Uniforms	2,255	2,323	2,392	2,464	2,550	2,640	2,732	2,828	2,927	3,029	As Materials & Supplies
Safety	700	728	757	787	819	853	888	924	961	1,000	As General Expenses
Printing/Advertising	650	676	703	731	761	792	824	858	893	929	As General Expenses
Dues/Meetings/Training/Travel	750	780	811	844	878	914	951	990	1,030	1,072	As General Expenses
Electricity	900	941	983	1,027	1,073	1,122	1,172	1,225	1,280	1,337	As Utilities
Communications	2,332	2,425	2,522	2,623	2,730	2,841	2,957	3,077	3,202	3,333	As General Expenses
Landfill Fees	480,000	504,000	529,200	555,660	583,443	612,615	643,246	675,408	709,179	744,638	As Landfill Fees
Residential Curbside Recycling	265,000	275,600	286,624	295,223	301,127	307,150	311,757	316,433	319,598	322,794	As Customer Growth
Water	1,200	1,254	1,310	1,369	1,431	1,495	1,563	1,633	1,707	1,783	As Utilities
Sewer	1,000	1,045	1,092	1,141	1,193	1,246	1,302	1,361	1,422	1,486	As Utilities
Storm	200	209	218	228	239	249	260	272	284	297	As Utilities
Sanitation	1,060	1,108	1,158	1,210	1,264	1,321	1,380	1,443	1,507	1,575	As Utilities
Spring Cleanup/Voucher Program	11,000	29,400	30,870	32,414	34,034	35,736	37,523	39,399	41,369	43,437	As Landfill Fees
Commercial Recycling-Cardboard	43,460	45,198	47,006	48,887	50,877	52,948	55,104	57,348	59,683	62,112	As General Expenses
Yard Debris Recycling	50,000	52,500	55,125	57,881	60,775	63,814	67,005	70,355	73,873	77,566	As Landfill Fees
Landfill Postclosure Care Costs	30,000	31,200	32,448	33,746	35,120	36,550	38,038	39,587	41,198	42,876	As General Expenses
Recycling Education	17,172	17,859	18,573	19,316	20,103	20,921	21,773	22,659	23,582	24,542	As General Expenses
Insurance-Bonds & Fire	500	523	546	571	593	617	642	668	694	722	As Insurance
Bank Fees/Credit Cards	1,300	1,352	1,406	1,462	1,522	1,584	1,648	1,715	1,785	1,858	As General Expenses
Gasoline/Oil/Lubricants	39,750	40,943	42,171	43,436	44,956	46,530	48,158	49,844	51,588	53,394	As Materials & Supplies
Equipment Maintenance	37,100	38,584	40,127	41,732	43,432	45,200	47,040	48,955	50,949	53,023	As General Expenses
Repair and Maintenance	1,500	1,560	1,622	1,687	1,756	1,827	1,902	1,979	2,060	2,144	As General Expenses
Rock	300	309	318	328	339	351	363	376	389	403	As Materials & Supplies
Building Maintenance	15,000	15,600	16,224	16,873	17,560	18,275	19,019	19,793	20,599	21,438	As General Expenses
Professional Services	12,000	12,480	12,979	13,498	14,048	14,620	15,215	15,835	16,479	17,150	As General Expenses
Professional Services - Online Payments	6,890	7,166	7,452	7,750	8,066	8,394	8,736	9,092	9,462	9,847	As General Expenses
Professional Services - Utility Billing	4,000	4,160	4,326	4,499	4,683	4,873	5,072	5,278	5,493	5,717	As General Expenses
Computer and Software Support	4,000	4,160	4,326	4,499	4,683	4,873	5,072	5,278	5,493	5,717	As General Expenses
Computer and Software Subscription	5,520	5,741	5,970	6,209	6,462	6,725	6,999	7,284	7,580	7,889	As General Expenses
Non-Capital Equipment Inventory Adjustme	5,950	6,188	6,436	6,693	6,965	7,249	7,544	7,851	8,171	8,504	As General Expenses
Overhead Cost	62,678	65,185	67,793	70,504	73,375	76,362	79,471	82,707	86,074	89,579	As General Expenses
Franchise Fee (5%)	58,966	59,228	61,597	63,445	64,714	66,008	66,998	68,003	68,683	69,370	5% of Rate Revenues
Total Materials and Services	\$1,170,175	\$1,237,681	\$1,292,570	\$1,346,451	\$1,399,554	\$1,454,962	\$1,510,913	\$1,569,318	\$1,628,369	\$1,690,060	
Sanitation O&M	\$1,544,900	\$1,627,590	\$1,698,304	\$1,768,679	\$1,838,976	\$1,912,308	\$1,986,946	\$2,064,835	\$2,144,204	\$2,227,082	
Additional O&M											
New FTE	\$0	\$0	\$115,000	\$119,025	\$123,191	\$127,503	\$131,965	\$136,584	\$141,364	\$146,312	As Salaries
New FTE	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	As Salaries
Total Additional O&M	\$0	\$0	\$115,000	\$119,025	\$123,191	\$127,503	\$131,965	\$136,584	\$141,364	\$146,312	
Total O&M Expenses	\$1,544,900	\$1,627,590	\$1,813,304	\$1,887,704	\$1,962,167	\$2,039,811	\$2,118,911	\$2,201,419	\$2,285,568	\$2,373,394	

	Budgeted	Projected									Notes
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	
Rate Funded Capital	\$105,000	\$500,000	\$625,000	\$300,000	\$325,000	\$400,000	\$450,000	\$500,000	\$550,000	\$575,000	FY 2024 Dep. Exp. = \$73,018
Debt Service											
Sanitation Operating Fund (430)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Debt Schedule
Sanitation Capital Reserve Fund	0	0	0	0	0	0	0	0	0	0	Debt Schedule
Assumed Low Interest Loan	0	0	0	0	0	0	0	0	0	0	Calc'd @ 2.3% for 20 yrs
Assumed Revenue Bond	0	0	0	0	0	0	0	0	0	0	Calc'd @ 4.4% for 20 yrs
Additional Long-Term Debt	378	378	378	378	378	378	378	378	378	378	Calc'd @ 4.4% for 20 yrs
Total Debt Service	\$378	\$378	\$378	\$378	\$378	\$378	\$378	\$378	\$378	\$378	
LESS: Other Funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Net Debt Service	\$378	\$378	\$378	\$378	\$378	\$378	\$378	\$378	\$378	\$378	
Reserve Funding											
Sanitation Operating Fund (430)	(\$8,308)	(\$56,587)	(\$3,469)	\$30,453	\$40,873	\$24,719	\$23,332	\$23,594	\$11,980	\$25,688	
Sanitation Capital Reserve Fund	0	0	0	350,000	370,000	370,000	370,000	370,000	370,000	370,000	
Total Reserve Funding	(\$8,308)	(\$56,587)	(\$3,469)	\$380,453	\$410,873	\$394,719	\$393,332	\$393,594	\$381,980	\$395,688	
Total Revenue Requirement	\$1,641,969	\$2,071,381	\$2,435,212	\$2,568,534	\$2,698,418	\$2,834,907	\$2,962,621	\$3,095,391	\$3,217,926	\$3,344,460	
Bal. / (Def.) of Funds	(\$213,969)	(\$593,074)	(\$899,629)	(\$990,671)	(\$1,077,778)	(\$1,170,033)	(\$1,261,496)	(\$1,357,690)	(\$1,451,652)	(\$1,549,794)	
Add'l Franchise Fee	(10,698)	(29,654)	(44,981)	(49,534)	(53,889)	(58,502)	(63,075)	(67,884)	(72,583)	(77,490)	
Total Bal. / (Def.) of Funds	(\$224,668)	(\$622,728)	(\$944,611)	(\$1,040,204)	(\$1,131,667)	(\$1,228,534)	(\$1,324,570)	(\$1,425,574)	(\$1,524,235)	(\$1,627,283)	
Balance a % of Rate Adj. Req'd	18.8%	50.1%	73.0%	78.1%	83.3%	88.6%	94.1%	99.8%	105.7%	111.7%	
Proposed Rate Adjustment	26.3%	20.8%	15.8%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Months of Adjustment	9	12	12	12	12	12	12	12	12	12	
Add'l Revenue with Rate Adj.	\$224,668	\$622,728	\$944,611	\$1,040,204	\$1,131,667	\$1,228,534	\$1,324,570	\$1,425,574	\$1,524,235	\$1,627,283	
Bal. / (Def.) After Rate Adj.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Add'l Rate Adj. Req'd	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

	Budgeted	Projected									Notes
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	
Avg Residential Monthly Bill (1 Can 1 X Week)											
Customer Bill on Proposed Adj.	\$21.66	\$26.17	\$30.30	\$31.21	\$32.15	\$33.11	\$34.10	\$35.13	\$36.18	\$37.27	
Bill Difference - Bi-Monthly	4.51	4.51	4.13	0.91	0.94	0.96	0.99	1.02	1.05	1.09	
Cumulative Bill Difference	4.51	9.02	13.15	14.06	15.00	15.96	16.95	17.98	19.03	20.12	
Debt Service Coverage Ratio (all debt)											
Before Rate Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
After Proposed Rate Adjustment	285.29	1,253.33	1,765.44	1,933.47	2,091.71	2,259.70	2,400.50	2,546.29	2,660.35	2,775.81	
Reserve Funds											
Beginning Reserve Balance	\$987,833	\$604,905	\$567,232	\$458,007	\$841,137	\$1,252,010	\$1,646,728	\$2,040,061	\$2,433,655	\$2,815,635	
Sanitation Operating Fund (430)											
Beginning Balance	\$505,333	\$497,024	\$440,438	\$436,969	\$467,422	\$508,295	\$533,013	\$556,346	\$579,940	\$591,920	
Plus: Additions	0	0	0	30,453	40,873	24,719	23,332	23,594	11,980	25,688	
Less: Uses of Funds	(8,308)	(56,587)	(3,469)	0	0	0	0	0	0	0	
Ending Balance	\$497,024	\$440,438	\$436,969	\$467,422	\$508,295	\$533,013	\$556,346	\$579,940	\$591,920	\$617,608	
Minimum Target - 90 days O&M	\$380,934	\$401,324	\$447,116	\$465,461	\$483,822	\$502,967	\$522,471	\$542,816	\$563,565	\$585,220	
Sanitation Capital Reserve Fund											
Beginning Balance	\$482,500	\$107,881	\$126,794	\$21,038	\$373,715	\$743,715	\$1,113,715	\$1,483,715	\$1,853,715	\$2,223,715	
Plus: Additions	0	18,913	0	352,677	370,000	370,000	370,000	370,000	370,000	370,000	
Less: Uses of Funds	(374,619)	0	(105,756)	0	0	0	0	0	0	0	
Ending Balance	\$107,881	\$126,794	\$21,038	\$373,715	\$743,715	\$1,113,715	\$1,483,715	\$1,853,715	\$2,223,715	\$2,593,715	
Average Annual Capital	\$459,199	\$475,271	\$491,905	\$509,122	\$526,941	\$545,384	\$564,473	\$584,229	\$604,677	\$625,841	
Total Ending Reserves	\$604,905	\$567,232	\$458,007	\$841,137	\$1,252,010	\$1,646,728	\$2,040,061	\$2,433,655	\$2,815,635	\$3,211,323	
Total Target	\$840,133	\$876,595	\$939,021	\$974,583	\$1,010,763	\$1,048,351	\$1,086,944	\$1,127,045	\$1,168,242	\$1,211,061	

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	Total	Notes
Sanitation Capital Improvement Program												
Hoist Truck	\$24,219	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,619	
Garbage Trucks	455,400	471,339	0	0	0	0	0	0	0	0	926,739	
Garbage Truck - Service Expansion	0	0	487,836	0	0	0	0	0	0	0	487,836	
Service Truck	0	9,748	10,089	10,442	0	0	0	0	0	0	39,380	
Storage Garage	0	0	232,831	0	0	0	0	0	0	0	232,831	
Technology Stack - Investment	5,000	0	0	0	0	0	0	0	0	0	5,000	
Truck Washout Facility	0	0	0	286,881	0	0	0	0	0	0		
Total Solid Waste Capital Improvements	\$484,619	\$481,087	\$730,756	\$297,323	\$0	\$0	\$0	\$0	\$0	\$0	\$1,739,405	
Ongoing Capital Projects	\$0	\$0	\$0	\$0	\$325,000	\$400,000	\$450,000	\$500,000	\$550,000	\$575,000	\$2,800,000	
Transfer to Cash Reserve	\$0	\$18,913	\$0	\$2,677	\$0	\$0	\$0	\$0	\$0	\$0	\$54,090	
Total Capital Improvement Projects	\$484,619	\$500,000	\$730,756	\$300,000	\$325,000	\$400,000	\$450,000	\$500,000	\$550,000	\$575,000	\$4,593,495	
												CHECK
Less: Outside Funding Sources												
Sanitation Operating Fund (430)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Sanitation Capital Reserve Fund	374,619	0	105,756	0	0	0	0	0	0	0	480,375	
Assumed Low Interest Loan	0	0	0	0	0	0	0	0	0	0	0	
Assumed Revenue Bond	0	0	0	0	0	0	0	0	0	0	0	
Additional Revenue Bonds	5,000	0	0	0	0	0	0	0	0	0	5,000	
Total Funding Sources	\$379,619	\$0	\$105,756	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$485,375	
Rate Funded Capital	\$105,000	\$500,000	\$625,000	\$300,000	\$325,000	\$400,000	\$450,000	\$500,000	\$550,000	\$575,000	\$1,920,000	

		Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Total
Solid Waste Rates														Total Revenue
1 CAN 1 X WEEK	\$17.15	\$20,815.54	\$20,778.38	\$20,729.91	\$20,876.69	\$20,875.97	\$20,889.84	\$20,978.33	\$20,937.94	\$20,861.14	\$20,929.09	\$20,861.84	\$20,800.20	\$250,335
1 CAN 2 X MONTH	12.15	4,547.74	4,575.28	4,601.72	4,584.19	4,550.37	4,552.62	4,556.25	4,555.86	4,569.27	4,592.30	4,597.97	4,557.82	54,841
2 CAN 1 X WEEK	37.20	3,385.20	3,422.40	3,362.40	3,310.80	3,355.20	3,407.52	3,385.20	3,496.80	3,496.80	3,459.60	3,496.80	3,607.20	41,186
3 CAN 1 X WEEK	53.90	269.50	220.99	215.60	215.60	215.60	215.60	215.60	215.60	215.60	215.60	215.60	215.60	2,646
4 CAN 1 X WEEK	70.60	498.91	564.80	564.80	564.80	564.80	564.80	494.20	494.20	494.20	494.20	494.20	494.20	6,288
4 CAN 2 X MONTH	37.20	148.80	148.80	148.80	148.80	148.80	148.80	148.80	148.80	148.80	148.80	148.80	148.80	1,786
1 1/4 YD 1 X WEEK	130.90											113.45	130.90	244
1 1/4 YD 2 X MONTH	74.80	897.60	897.60	897.60	897.60	897.60	897.60	897.60	897.60	897.60	897.60	897.60	897.60	10,771
1 1/2 YD 1 X WEEK	157.08	1,884.96	1,884.96	2,042.04	2,183.41	2,199.12	2,042.04	2,042.04	1,727.88	1,727.88	1,884.96	1,884.96	1,884.96	23,389
1 2YD 1 X WEEK	177.65	6,928.35	6,928.35	6,928.35	6,928.35	7,106.00	7,106.00	7,106.00	7,106.00	7,106.00	7,106.00	7,106.00	7,106.00	84,561
1 2YD 2 X MONTH	93.50	2,150.50	2,150.50	2,150.50	2,150.50	2,150.50	2,150.50	2,150.50	2,150.50	2,150.50	2,150.50	2,150.50	2,150.50	25,806
1 2YD 2 X WEEK	299.20	3,291.20	3,889.60	3,107.82	2,992.00	2,992.00	2,992.00	2,992.00	2,992.00	2,992.00	2,992.00	2,992.00	2,992.00	37,217
1 2YD 3 X WEEK	411.40	3,291.20	3,291.20	3,954.75	3,702.60	3,702.60	3,702.60	4,114.00	4,114.00	4,114.00	4,114.00	3,716.30	3,702.60	45,520
1 2YD 4 X WEEK		532.95	532.95	532.95	1,065.90	1,065.90	1,065.90	532.95	532.95	532.95	532.95	532.95	532.95	7,994
1 2YD 5 X WEEK	635.80	5,722.20	5,722.20	5,722.20	5,722.20	5,722.20	3,814.80	3,814.80	3,814.80	5,722.20	4,060.85	3,814.80	3,814.80	57,468
2 2YD 1 X WEEK	355.30	1,421.20	1,065.90	1,065.90	1,065.90	1,421.20	1,421.20	1,421.20	1,421.20	1,421.20	1,421.20	1,421.20	1,421.20	15,989
2 2YD 2 X WEEK	598.40	2,992.00	2,992.00	2,992.00	2,992.00	2,992.00	2,992.00	2,992.00	2,992.00	2,992.00	2,992.00	2,993.60	2,993.60	34,707
2 2YD 3 X WEEK	832.15	2,496.45	2,496.45	2,496.45	2,496.45	2,496.45	2,496.45	2,496.45	2,496.45	2,496.45	2,496.45	3,328.60	3,328.60	31,622
3 2YD 1 X WEEK	514.25	1,028.50	1,028.50	1,028.50	1,028.50	514.25	514.25	514.25	514.25	514.25	514.25	514.25	3,085.50	10,799
1 3YD 1 X WEEK	304.81	4,572.15	4,816.00	4,876.96	4,876.96	5,270.25	5,486.58	5,486.58	5,486.58	5,791.39	5,791.39	6,096.20	6,096.20	64,647
1 3YD 2 X WEEK	516.12	6,193.44	6,193.44	6,193.44	6,193.44	6,193.44	6,709.56	6,709.56	6,709.56	6,709.56	6,709.56	6,193.44	6,193.44	76,902
1 3YD 3 X WEEK	727.43	4,364.58	4,364.58	5,092.01	5,092.01	4,364.58	3,637.15	3,637.15	3,637.15	3,637.15	3,637.15	3,637.15	3,637.15	48,738
4 2YD 3 X WEEK	832.15	1,645.60	1,645.60	1,645.60	1,645.60	1,645.60	1,645.60	1,645.60	1,645.60	1,645.60	1,645.60	1,645.60	1,645.60	19,747
1 3YD 5 X WEEK		1,243.55	1,243.55	1,243.55	1,243.55	1,243.55	1,243.55	1,243.55	1,243.55	1,243.55	1,243.55	1,243.55	1,243.55	14,923
1 3YD 2 X MONTH		609.64	609.64	609.64	609.64	609.64	609.64	762.05	609.64	762.05	762.05	762.05	762.05	8,078
2 3YD 2 X WEEK	1,032.24	4,128.96	4,128.96	4,128.96	4,128.96	4,128.96	4,128.96	4,128.96	4,128.96	4,128.96	4,128.96	3,096.72	3,096.72	47,483
2 3YD 3 X WEEK	1,445.51	4,336.53	4,336.53	4,336.53	4,336.53	4,336.53	4,336.53	4,336.53	4,336.53	4,336.53	4,336.53	4,336.53	4,336.53	52,038
2YD 3XWK SPLIT WITH		37.40	37.40	37.40	37.40	37.40	37.40	37.40	37.40	37.40	37.40	37.40	37.40	449
2 2YDX3WK SPLIT		397.38	397.38	397.38	397.38	397.38	397.38	397.38	397.38	397.38	397.38	397.38	397.38	4,769
2 2YDX3WK SPLIT		397.38	397.38	397.38	397.38	397.38	397.38	397.38	397.38	397.38	397.38	397.38	397.38	4,769
ONCALL SERVICE	3.80	883.36	887.97	901.70	879.57	902.17	919.11	913.48	930.13	918.79	912.50	929.36	945.72	10,924
SENIOR 2 X MONTH	7.14	1,416.81	1,414.43	1,413.95	1,406.58	1,380.55	1,358.50	1,322.28	1,302.70	1,290.56	1,291.65	1,278.06	1,270.46	16,147
SENIOR ONCALL	0.46	23.46	22.90	19.82	22.08	22.08	21.66	21.63	21.16	21.62	21.16	21.16	20.84	260
Total Revenue		\$92,553	\$93,087	\$93,837	\$94,193	\$93,900	\$91,904	\$91,892	\$91,493	\$93,771	\$92,315	\$90,753	\$93,345	\$1,113,042

	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Total
Solid Waste Customer Count													Avg Cust Count
1 CAN 1 X WEEK	1,214	1,212	1,209	1,217	1,217	1,218	1,223	1,221	1,216	1,220	1,216	1,213	1,216
1 CAN 2 X MONTH	374	377	379	377	375	375	375	375	376	378	378	375	376
2 CAN 1 X WEEK	91	92	90	89	90	92	91	94	94	93	94	97	92
3 CAN 1 X WEEK	5	4	4	4	4	4	4	4	4	4	4	4	4
4 CAN 1 X WEEK	7	8	8	8	8	8	7	7	7	7	7	7	7
4 CAN 2 X MONTH	4	4	4	4	4	4	4	4	4	4	4	4	4
1 1/4 YD 1 X WEEK	0	0	0	0	0	0	0	0	0	0	1	1	0
1 1/4 YD 2 X MONTH	12	12	12	12	12	12	12	12	12	12	12	12	12
1 1/2 YD 1 X WEEK	12	12	13	14	14	13	13	11	11	12	12	12	12
1 2YD 1 X WEEK	39	39	39	39	40	40	40	40	40	40	40	40	40
1 2YD 2 X MONTH	23	23	23	23	23	23	23	23	23	23	23	23	23
1 2YD 2 X WEEK	11	13	10	10	10	10	10	10	10	10	10	10	10
1 2YD 3 X WEEK	8	8	10	9	9	9	10	10	10	10	9	9	9
1 2YD 4 X WEEK													
1 2YD 5 X WEEK	9	9	9	9	9	6	6	6	9	6	6	6	8
2 2YD 1 X WEEK	4	3	3	3	4	4	4	4	4	4	4	4	4
2 2YD 2 X WEEK	5	5	5	5	5	5	5	5	5	5	4	4	5
2 2YD 3 X WEEK	3	3	3	3	3	3	3	3	3	3	4	4	3
3 2YD 1 X WEEK	2	2	2	2	1	1	1	1	1	1	1	6	2
1 3YD 1 X WEEK	15	16	16	16	17	18	18	18	19	19	20	20	18
1 3YD 2 X WEEK	12	12	12	12	12	13	13	13	13	13	12	12	12
1 3YD 3 X WEEK	6	6	7	7	6	5	5	5	5	5	5	5	6
4 2YD 3 X WEEK	2	2	2	2	2	2	2	2	2	2	2	2	2
1 3YD 5XWEEK													
1 3YD 2 X MONTH													
2 3YD 2 X WEEK	4	4	4	4	4	4	4	4	4	4	3	3	4
2 3YD 3 X WEEK	3	3	3	3	3	3	3	3	3	3	3	3	3
2YD 3XWK SPLIT WITH													
2 2YDX3WK SPLIT													
2 2YDX3WK SPLIT													
ONCALL SERVICE	232	234	237	231	237	242	240	245	242	240	245	249	240
SENIOR 2 X MONTH	198	198	198	197	193	190	185	182	181	181	179	178	188
SENIOR ONCALL	51	50	43	48	48	47	47	46	47	46	46	45	47
Total Customer Count	2,347	2,350	2,345	2,349	2,351	2,351	2,349	2,348	2,345	2,346	2,344	2,348	2,348

	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Total
Summary													
Customers													
Solid Waste	2,347	2,350	2,345	2,349	2,351	2,351	2,349	2,348	2,345	2,346	2,344	2,348	2,348
Total Number of Customers	2,347	2,350	2,345	2,349	2,351	2,351	2,349	2,348	2,345	2,346	2,344	2,348	2,348
Revenues													
Solid Waste	\$92,553	\$93,087	\$93,837	\$94,193	\$93,900	\$91,904	\$91,892	\$91,493	\$93,771	\$92,315	\$90,753	\$93,345	\$1,113,042
Total Revenues	\$92,553	\$93,087	\$93,837	\$94,193	\$93,900	\$91,904	\$91,892	\$91,493	\$93,771	\$92,315	\$90,753	\$93,345	\$1,113,042
											6/24 - 5/25 Actual		\$1,113,042
											Difference		\$0
											Percent		0.0%
											2025 Budget		\$1,120,100
											Difference		(\$7,058)
											Percent		-0.6%
											2026 Budget		\$1,139,000
											Difference		(\$25,958)
											Percent		-2.3%

Customer Class	Present Rates	Proposed Rates				
		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Residential						
1 CAN 1 X WEEK	\$17.15	\$21.66	\$26.17	\$30.30	\$31.21	\$32.15
1 CAN 2 X MONTH	12.15	15.35	18.54	21.47	22.11	22.77
2 CAN 1 X WEEK	37.20	46.98	56.76	65.72	67.70	69.73
2 CAN 2 x MONTH	20.50	25.89	31.28	36.22	37.31	38.42
3 CAN 1 X WEEK	53.90	68.08	82.24	95.23	98.09	101.03
4 CAN 1 X WEEK	70.60	89.17	107.71	124.73	128.48	132.33
4 CAN 2 X MONTH	37.20	46.98	56.76	65.72	67.70	69.73
SENIOR 2 X MONTH	7.14	9.02	10.89	12.61	12.99	13.38
SENIOR ONCALL	0.46	0.58	0.70	0.81	0.84	0.86
ONCALL SERVICE	3.80	4.80	5.80	6.71	6.92	7.12
Commercial						
1 1/4 YD 1 X WEEK	\$130.90	\$165.33	\$199.71	\$231.27	\$238.21	\$245.35
1 1/4 YD 2 X MONTH	74.80	94.47	114.12	132.15	136.12	140.20
1 1/2 YD 1 X WEEK	157.08	198.39	239.66	277.52	285.85	294.42
1 2YD 1 X WEEK	177.65	224.37	271.04	313.87	323.28	332.98
1 2YD 2 X MONTH	93.50	118.09	142.65	165.19	170.15	175.25
1 2YD 2 X WEEK	299.20	377.89	456.49	528.62	544.47	560.81
1 2YD 3 X WEEK	411.40	519.60	627.67	726.85	748.65	771.11
1 2YD 5 X WEEK	635.80	803.02	970.04	1,123.31	1,157.01	1,191.72
2 2YD 1 X WEEK	355.30	448.74	542.08	627.73	646.56	665.96
2 2YD 2 X WEEK	598.40	755.78	912.98	1,057.23	1,088.95	1,121.62
2 2YD 3 X WEEK	832.15	1,051.01	1,269.61	1,470.21	1,514.32	1,559.75
3 2YD 2 X WEEK	906.95	1,145.48	1,383.74	1,602.37	1,650.44	1,699.95
3 2YD 1 X WEEK	514.25	649.50	784.59	908.56	935.82	963.89
1 3YD 1 X WEEK	304.81	384.98	465.05	538.53	554.68	571.32
1 3YD 2 X WEEK	516.12	651.86	787.45	911.86	939.22	967.40
1 3YD 3 X WEEK	727.43	918.74	1,109.84	1,285.20	1,323.75	1,363.47
2 3YD 2 X WEEK	1,032.24	1,303.72	1,574.89	1,823.73	1,878.44	1,934.79
2 3YD 3 X WEEK	1,445.51	1,825.68	2,205.42	2,553.88	2,630.49	2,709.41
Willamette	1,982.20	2,503.52	3,024.25	3,502.08	3,607.14	3,715.36
Bio Oregon	2,552.55	3,223.87	3,894.44	4,509.76	4,645.05	4,784.40
Marina	540.21	682.29	824.20	954.42	983.06	1,012.55
Ft Stevens	904.18	1,141.98	1,379.51	1,597.47	1,645.40	1,694.76
KOA	201.66	254.70	307.67	356.29	366.97	377.98
Specials	2,023.34	2,555.48	3,087.02	3,574.77	3,682.01	3,792.47

City of Warrenton

Solid Waste Rate Study Review

October 14, 2025



Overview of the Presentation



Purpose of the Study



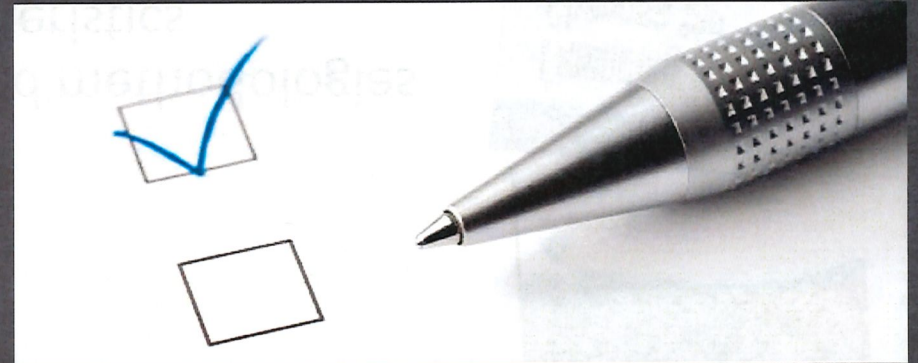
Draft Study Results



Questions & Discussion

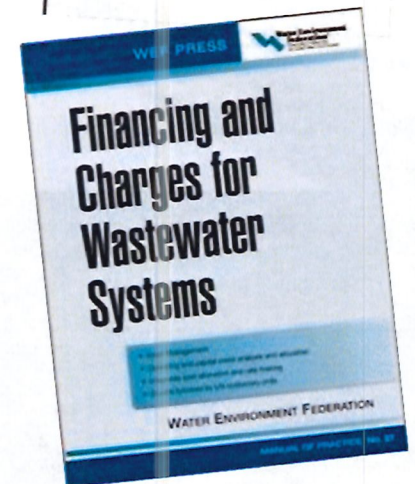
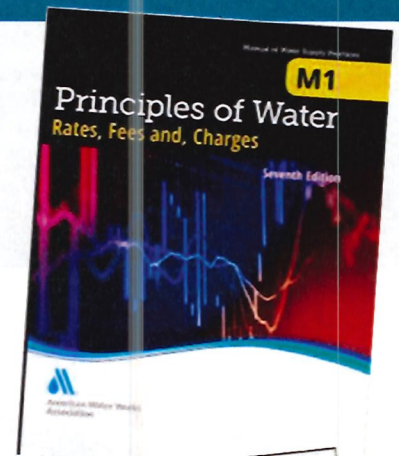
Goals Total / Desired Input

- Overall reaction to the results
- Other considerations
- Does the timing of implementation make sense



Purpose of the Study

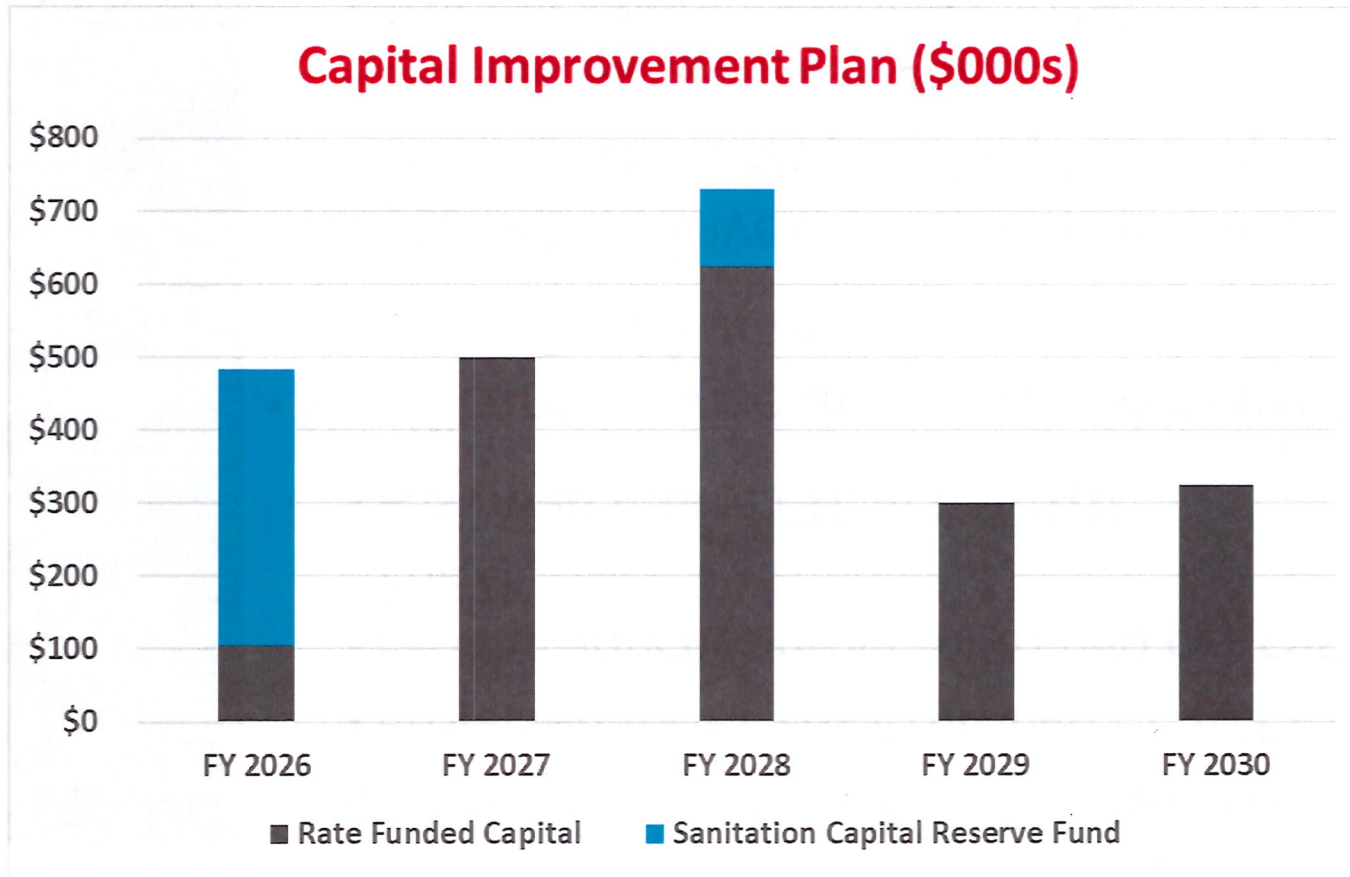
- Provide sufficient revenue to operate and maintain the City's solid waste utility
- Reflect prudent financial planning criteria
 - Funding capital improvement needs
 - Maintain target minimum reserve levels
 - Meet debt service coverage requirements
- Develop the Study using generally accepted methodologies tailored to the City's specific utility characteristics



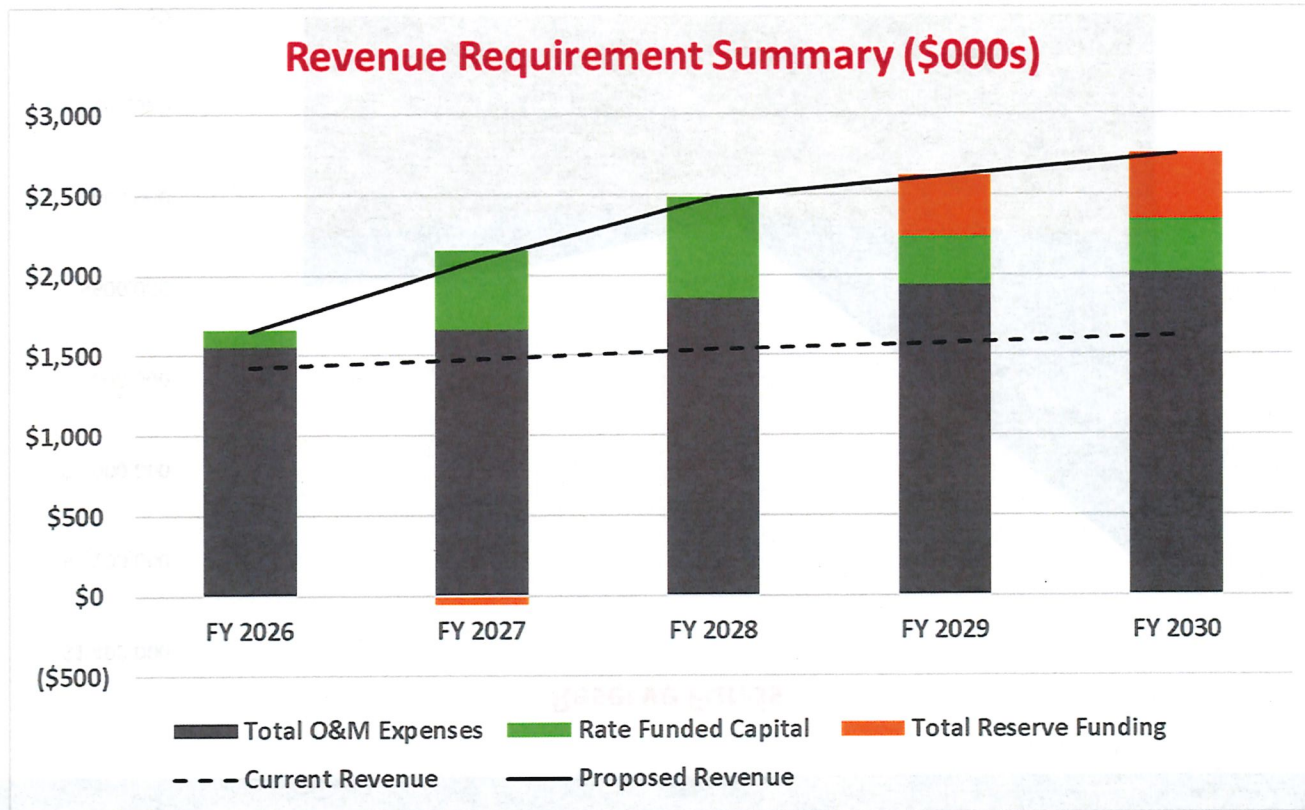
Key Assumptions

- O&M costs based on FY 2026 budget
 - Projected for FY 2027 through FY 2035
 - Expand voucher program to two per customer (FY 2027)
 - Assumed future FTE in FY 2028
- Significant service area expansion expected in the next 5 - 10 years
- Major capital investment in equipment
 - Solid waste trucks (FY 2026, FY 2027, & FY 2028)
 - Storage garage (FY 2028)
 - Truck washout facility (FY 2029)

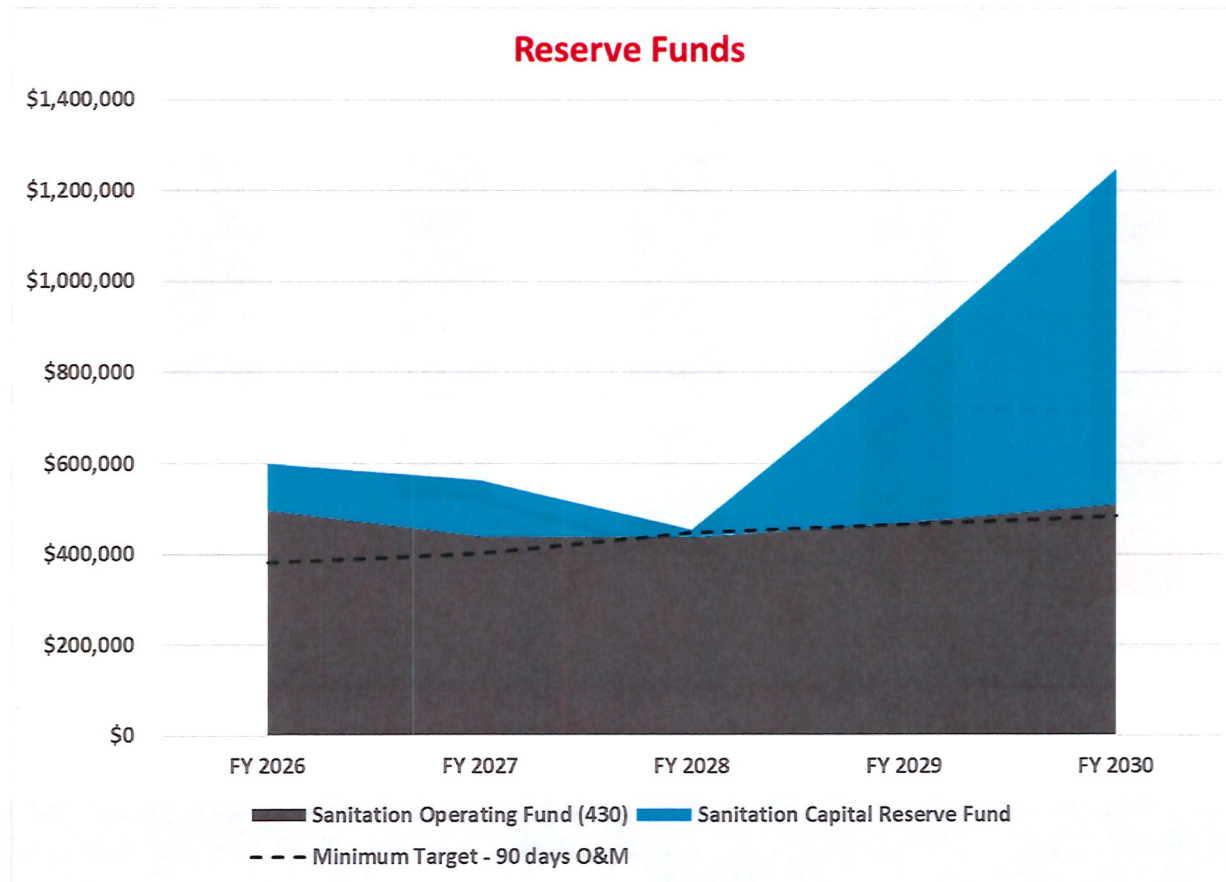
Capital Improvement Plan



Revenue Requirement Summary



Solid Waste Reserve Levels

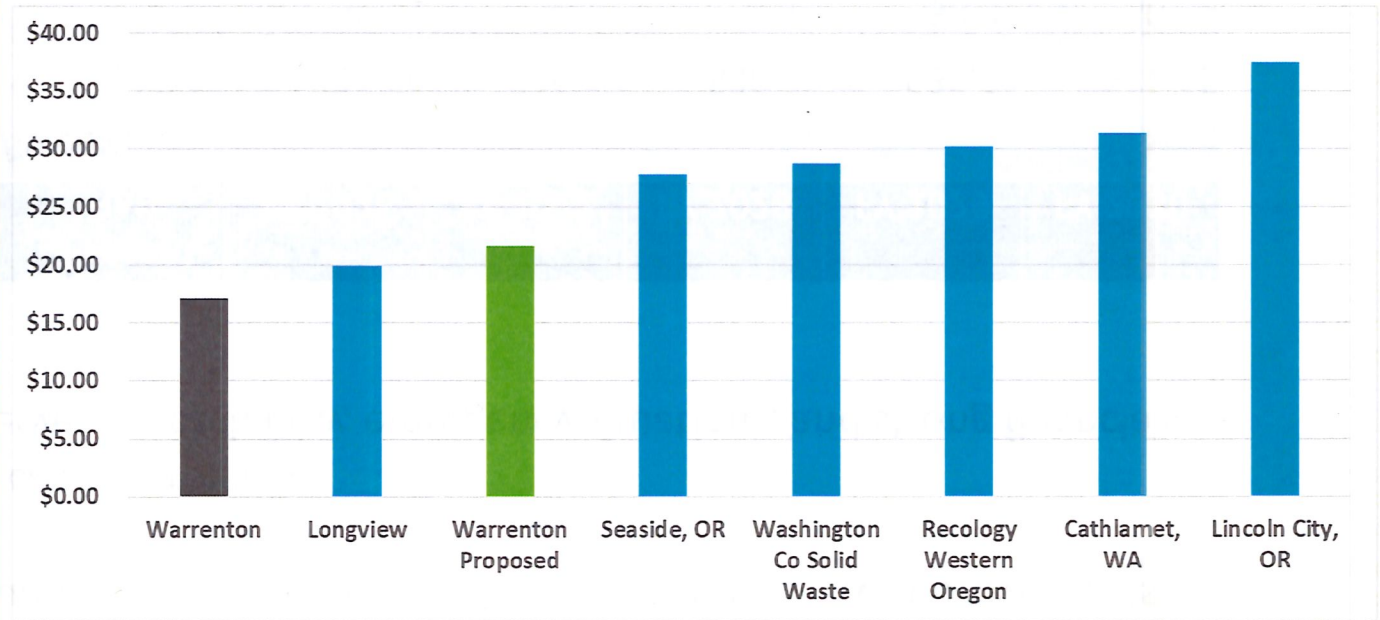


Revenue Requirement Summary

- Annual rate adjustments are necessary to prudently fund the water utility
 - **O&M** – current and future costs with additions as well as inflationary increases
 - **Capital** – increase rate funding for equipment replacement and facility improvements
 - **Reserves**
 - Cash funding future capital projects
 - Maintain strong reserves for cash flow, emergency situations, and strong financials

	Present Rate	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Avg Customer Bill (1 Can, 1x / week)						
Avg Customer Bill	\$17.15	\$21.66	\$26.17	\$30.30	\$31.21	\$32.15
Annual Monthly Change	--	\$4.51	\$4.51	\$4.13	\$0.91	\$0.94

Local Comparison



Thank you for you time! Questions and Discussion





City Commission Agenda Memo

Meeting Date: October 14, 2025
 From: Esther Moberg, City Manager
 Subject: Winter Walk Spruce Up Event Street Closure and amplification

Summary:

On November 29th, between the hours of 3:30pm and 9pm (including set up and take down), Spruce Up Warrenton will be holding their new winter City Sponsored Event. This holiday event will include Closing Main Avenue from the Post Office to Arnie's. Photos with Santa, booths, caroling, refreshments, and lighting of the downtown businesses will all be part of this event. They are requesting (Pending ODOT approval) Closure of N. Main Avenue from Harbor & 1st Avenue to 3rd Avenue. They are also requesting approval of Amplified Sound for the event from 5pm-8pm. There will be a detour route (see attached).

Recommendation/Suggested Motion:

I move that we approve the street closure (pending final ODOT approval) and amplified sound for the Winter Walk City sponsored event to be held on November 29th between the hours of 3:30pm and 9pm.

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

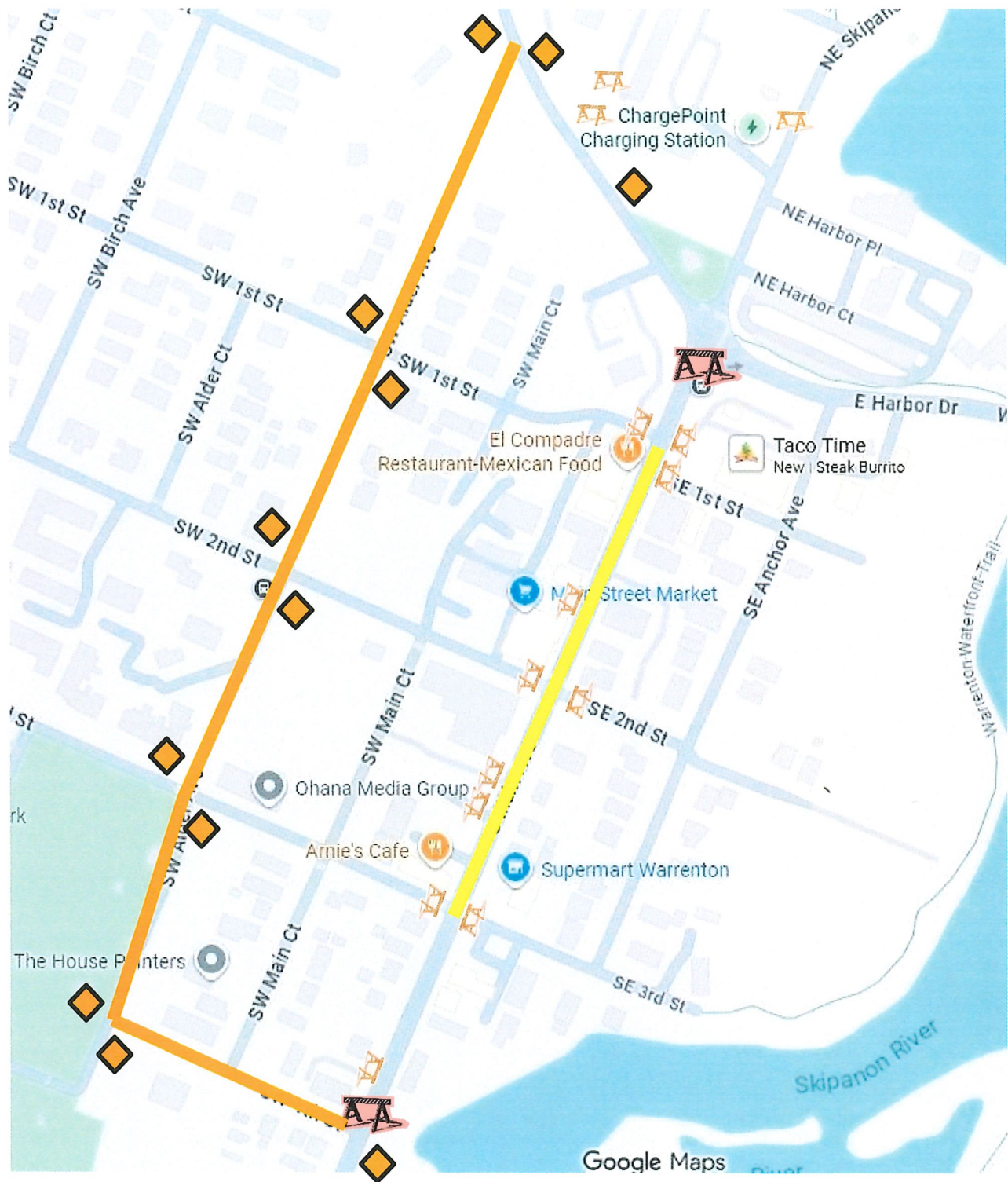
N/A

Attachments:

None

Approved by City Manager: _____

2025 Winter Walk Traffic Control Map



-  = Small Barricades
-  = Large 6' Barricade
-  = Event Location
-  = Detour Route
-  = Detour Signs

Pride in Community · Excellence in Service



City of Warrenton Event Application

*The Warrenton Community Center is rented separately through City Hall or the city website.
Events at the Community Center require an application that can be found on the city website.*

<https://www.warrentonoregon.us/communitycenter/page/community-center-rental-application>

Submit event applications in person at: Public Works: 45 SW 2nd St. Warrenton OR 97146

By Mail: Attn: Event Application Public Works PO Box 250 Warrenton, OR 97146

By Email: publicworks@warrentonoregon.us (Subject: event application)

Applications must be submitted at least 60 days before the event

Any person who wishes to use City of Warrenton property to hold an event must first submit this Event Application. Instructions for this Event Application are located in the Frequently Asked Questions (FAQ) Section at the end of the Event Application. If at any time, questions arise, please refer to the FAQ Section located at the end of this application or reach out to publicworks@warrentonoregon.us.

Thank you!

Applicant Information

Organization or Name:

Spruce Up Warrenton

Primary Contact Name:

Nicole Bian

Phone Number:

503-415-0046

Email Address:

spruceupwarrenton@gmail.com

Mailing Address:

PO Box 238 Warrenton, OR 97146

Emergency Contact for the Event (Name and Phone:

Jess Sollaccio - (904) 424-2926

Event Overview

Type of Event:

Holiday Festival / Lighting Ceremony

Event Date(s) & Time(s):

Nov 29, 2025 5pm - 8pm

Will you be charging Admission?

☐ Yes ☒ No

Expected Attendance:

☐ <75 people ☐ >75 people ☒ >250 people ☐ >500-1000 people ☐ >1000 people

Brief Description of Event:

Main St walk with local businesses offering refreshments, caroling, and pictures with Santa

The Main St lights will be turned on that night as well.

Event Location (Check all that apply)

- | | |
|--|---|
| ☐ Quincy & Bessie Robinson Community Park | |
| ☐ Gazebo | ☐ Baseball Field 1 |
| ☐ Picnic Shelter | ☐ Baseball Field 2 |
| ☐ Concessions Stand | ☐ Baseball Field 3 |
| ☐ Play Courts | ☐ Baseball Field 4 |
|
 | |
| ☐ Fort Stevens Parade Grounds | |
| ☐ Eben H. Carruthers Park | |
| ☐ Seafarer's Park | |
| ☐ Skipanon River Park | |
| ☐ City Trail(s), please specify: _____ | |

Will your event include any of the following? (Check all that apply)

- | | |
|---|---|
| ☐ Food Vendors/Caterers | ☒ Tents/Canopies – (Over 120' square feet must get additional approval) |
| ☐ Alcohol Services/Beverages (OLCC permit and additional insurance required) | ☐ Fireworks/Open Flames (fireworks must have all applicable state and local permits) |
| ☒ Live Music/Amplified Sound | ☐ Animals (Handwashing Stations Required) |
| ☒ Street Closure | ☒ Parade/Procession |
| ☐ Bleachers/Stage(s) | ☐ Other: _____ |
| ☐ Dance Floors | _____ |
| ☐ More than 500 attendees (requires onsite medical personnel) | _____ |

Site Plan

Attach a diagram/map showing the event layout (stages, vendors, restrooms, road closures, parking, etc.) including approximate square footage of each area where needed.

Security, Medical, and Emergency Plans

Describe safety and emergency plans containing a description of what will occur in case of an emergency and what, if any, safety precautions will be taken, including crowd control and first aid. Please include contact information for on-site personnel who may be contacts in the event of an incident or emergency.

Will coordinate with city fire and police

Waste Management and Restrooms

Explain waste collection, recycling, and restroom facilities usage plan. (If more than 100 people attending, portapotties may be required at 1 portapotty per 50-100 additional attendees should the public restrooms be insufficient.)

Recology trash cans, public restrooms open at City Park, and one portapotty / handwash

Parking and Transportation

Describe parking and/or shuttle services.

Street parking will be available near the area

Insurance

Applicants must provide the following insurance:

- Minimum general liability: **\$2,000,000 per occurrence.**
- Minimum property damage: **\$100,000 per occurrence.**
- If serving alcohol: additional **\$2,000,000 liquor liability** coverage required.
- Insurance must name "City of Warrenton" as an additional insured party.
- Proof of insurance must be submitted **14 days before** the event.

Other Permits

List any other required permits (OLCC, Health Department, etc.). Please note if they have already been secured. Proof of other required permits must be submitted to the City within seven calendar days of the event.

N/A

Are you Requesting ANY of the following from the City – additional fees may apply (Please explain in detail):

(Requests will be considered dependent on staff availability and reasonableness of request)

☐ Access to City Electricity

☐ Access to Public Bathrooms

☐ City Dumpster Collection

☐ Access to Water Spigot

(Contact Public works)

☐ Street Closures

☐ Amplified speaking or music

☐ Sidewalk Closure

☐ Directing Traffic

☒ Assistance from the Fire Department (explain)

☒ Assistance from the Police Department (explain)

Explanations:

We will coordinate with fire and police

Fees (see attached fee schedule)

Deposit	\$250.00
Reservation Fee	\$25.00
Facility Rental Fee	\$150.00
Dumpster(s)	\$
Alcohol Permit	\$
Other _____	\$
Total Fees	\$425.00

Please initial the following statements after reading to show you understand agree to the following statements:

NB I hereby acknowledge and understand that filing this application for a special event permit does not entitle me to begin the special event described herein in the City until the application has been granted. Under penalties of false swearing, I hereby affirm that the information contained in this application, and any attachments hereto, is true, complete, and accurate.

NB Adult supervision is required for all events with minors attending.

NB The event must be conducted in compliance with all applicable federal, state, and local laws, rules, regulations. Violations of City regulations may result in penalties.

NB Pets must be on leash in City Parks at all times.

NB I understand That I must provide an adequate number of staff or volunteers to oversee the event at all times. These people must be easily identifiable and able to assist City staff or public safety staff in dealing with any problems or situations that may arise. On-site security may be required as determined by City of Warrenton Police department, which will be the responsibility of the Event applicant.

NB Park usage hours are 6am-10pm. Extension of these hours requires approval from the City and cannot violate any City ordinance that deals with noise or assembly or a citation/fine may occur. (City Code: 9.040.040 Unnecessary noise.)

NB I hereby agree to indemnify, defend, and hold harmless the City and its elected and appointed officials, officers, agents, employees, and volunteers thereof against any and all claims, suits, judgments, actions, damages, losses, costs, and expenses whatsoever, including without limitation attorneys' fees and costs or expenses incidental to the investigation and defense of claims and lawsuits arising from damage to property, injury of death of persons, or any other damage sustained by any person, firm or corporation, resulting in whole or in part from any wrongful or negligent act, omission, breach, default or conduct of myself, my

company, its agents, contractors, subcontractors, servants, licensees or employees, or in any manner arising from exercising the rights, privileges and franchise granted by a special event permit issued by the City. In accepting such permit, I recognize that I, as permittee, shall pay all judgments, along with costs, counsel fees, and expenses, which may be obtained against the City related to any such claim. The above indemnification shall not apply to any judgment of liability resulting from gross negligence or willful misconduct of the City. **Acknowledgment**

I certify the information provided is correct and I agree to comply with all regulations.

Signature and Date

Applicant Signature: _____

Printed Name : Nicole Bian Date: 10/03/2025

Schedule of Fees:

The City of Warrenton has three classes of reservations fees for facilities use:

1. *In-City Personal or Non-Profit* 2. *Outside City Personal or Non-Profit* 3. *Commercial*

	Time Allotment	In-City Personal & Non-Profit	Out of City Personal & Non-Profit	Commercial	Facility Address & Description
Reservation Fee	--	\$25.00	\$50.00	\$100.00	These fees are in addition to rental fees.
Deposit	--	\$250.00	\$250.00	\$250.00	
Facility					
Gazebo (by Comm. Cntr.)	4-hrs	\$30.00	\$50.00	\$75.00	300 SW Alder Ave.
Picnic Shelter	4-hrs	\$25.00	\$40.00	\$50.00	1560 NW Warrenton Dr.
Concession Stand	4-hrs	\$30.00	\$50.00	\$75.00	300 SW Alder Ave.
Baseball Field 1	Per Day	\$50.00	\$60.00	\$60.00	300 SW Alder Ave.
Baseball Field 1	2-3 Days	\$75.00	\$90.00	\$100.00	300 SW Alder Ave.
Baseball Fields 1,2	Per Day	\$75.00	\$85.00	\$90.00	300 SW Alder Ave.
Baseball Fields 1,2	2-3 Days	\$100.00	\$115.00	\$125.00	300 SW Alder Ave.
Baseball Fields 2,3,4	Per Day	\$90.00	\$100.00	\$110.00	300 SW Alder Ave.
Baseball Fields 2,3,4	2-3 Days	\$175.00	\$200.00	\$250.00	300 SW Alder Ave.
Baseball Fields 1,2,3,4	Per Day	\$100.00	\$110.00	\$125.00	300 SW Alder Ave.
Baseball Fields 1,2,3,4	2-3 Days	\$200.00	\$250.00	\$275.00	300 SW Alder Ave.
All Fields Warrenton Kids*	Scheduled	FREE*	FREE*	FREE*	300 SW Alder Ave.
Concession (Warr. Kids*)	Scheduled	FREE*	FREE*	FREE*	300 SW Alder Ave.
All Fields Warrenton HS*	Scheduled	FREE*	FREE*	FREE*	300 SW Alder Ave.
Play Courts	4-hrs	\$25.00	\$45.00	\$50.00	300 SW Alder Ave.
Entire Quincy & Bessie Robinson Park Facility	Per Day	\$400.00	\$500.00	\$750.00	4-ballfields, restrooms, concession stand, gazebo, play court, parking.
Eben Carruthers Park Facility	Per Day	\$150.00	\$200.00	\$400.00	1560 NW Warrenton Dr; Picnic Shelter, restrooms, viewing platform, Dog Park NOT Included
Fort Stevens Parade Grounds	Per Day	\$100.00	\$150.00	\$250.00	Russell Place; 2 picnic tables, limited parking on site
Seafarer's Park	4-hrs	\$25.00	\$40.00	\$150.00	1 st Ave. Hammond Marina; 2 picnic tables
Seafarer's Park	Per Day	\$150.00	\$200.00	\$300.00	Same as above
Post Office Park	FREE	FREE	FREE	FREE	Memorial, electricity, flagpoles, limited parking
Statue Park	FREE	FREE	FREE	FREE	Picnic table, on street parking
Skipanon River Park	FREE	FREE	FREE	FREE	SE 3 rd St; picnic tables
Other City Properties	Per Day	\$150.00	\$200.00	\$300.00	Any other properties owned by City.

*City has separate agreements with these entities.



City of Warrenton Event Application

Public Events - FAQ Sheet

Who needs to complete an Event Application?

Any group hosting an event larger than 20 people on City of Warrenton property (parks, streets, community spaces) must complete the Event Application. **All events**, larger than 20 people in attendance, require an application.

If 75 or more people are expected, your event may have additional requirements. The applicant must be over the age of 18 to apply and adult supervision is required for all events with minors attending.

When should I submit my application?

- Submit applications at least **60 business days** before your event.
- Submit a **Site Plan** at least **30 calendar days** before the event (unless submitted with the application).

Where do I send my application?

- Email: publicworks@warrentonoregon.us
- Mail or deliver to:
Public Works Department
45 SW 2nd St, Warrenton, OR 97146

What are the fees? (see City website for detailed fee schedule)

- **Reservation Fee** (non-refundable): \$25–\$100 depending on event type.
- **Deposit** (refundable if no damages): \$250 for Group Events (75+ people).
- **Facility Rental Fees**: See attached schedule based on location and type of group.
- **Alcohol Permit** (if applicable): \$200 + additional insurance required.

What documents must be included with my application?

- Grounds Set-Up Plan (site map showing stage, vendors, parking, toilets, etc.) must include approximate footage of event and any areas or tents within event.
- Garbage Collection and Restroom Facilities Use Plan (if required)
- Traffic Control Plan (if requesting street closures)
- Security and Medical Plan (depending on event size)
- Proof of Insurance (required 14 days prior)
- Food Vendor Licenses and Health Permits (if applicable)

What other approvals might be needed?

- **Alcohol service:** OLCC Temporary License and City alcohol permit.
- **Street closures:** May require City Commission approval. If public notice is required, applicant is responsible for cost.
- **Food sales:** Health Department and City of Warrenton business license.
- **Amplified Music or Sound:** Require City Commission approval and needs to be approved 30 days prior to event.

Are there park rules I should know?

- Parks are open 6am-10pm unless otherwise approved.
- No nails in trees, no damage to vegetation or utilities.
- No vehicle traffic inside the parks grounds unless approved.
- Balloon launches are prohibited (decorations only, no releasing).
- Event organizers are responsible for all trash removal.
- If animals are present, organizers must provide handwashing stations and clean up waste. All pets must be on leash in parks (unless in petting zoo fencing)

Do I need insurance?

Yes.

- Minimum general liability: **\$2,000,000 per occurrence.**
- Minimum property damage: \$100,000 per occurrence.
- If serving alcohol: additional **\$2,000,000 liquor liability** coverage required.
- Insurance must name "City of Warrenton" as an additional insured party.
- Proof of insurance must be submitted **14 days before** the event.

CITY OF WARRENTON EVENT APPLICATION UPDATED AUGUST 20, 2025 – PAGE 10

Can my event be canceled?

Yes.

The City may suspend or cancel an event at any time if activities endanger public health, violate policies, or cause property damage. The City may also suspend or cancel an event at any time if the event fails to comply with the requirements of this event application.

Helpful Reminders:

- Do not promote or advertise your event until you have City approval.
- Make sure your vendors, security, shuttle, and sanitation services have the necessary licenses.
- Plan ahead for required documents, incomplete applications delay approval!

Who can I contact with questions?

- **Public Works Department:** 503-861-0912
- **Police Department (for event-specific questions):** 503-861-2235



City Commission Agenda Memo

Meeting Date: October 14, 2025
 From: Jeffrey B. Adams, Planning Director
 Subject: Proposed amendment of Ordinance 1217 vacating certain streets in the Plat of Warrenton Park and in the Plat of Portsmouth Addition to Warrenton of the City of Warrenton
 Applicant Wes Giesbrecht
~~Public Hearing~~ – Second Reading Ordinance **1296**

Summary:

At the September 23, 2025 City Commission Meeting the City Commission held the first reading of Ordinance **1296**.

The goal of this ordinance is to request a full discharge of any and all drainage ditches, utilities, and easements, so the land title may be unencumbered for the purpose of preparing the site for commercial retail development.

Planning Staff concluded that neither the current right-of-way nor any drainage ditches, utilities, or easements are needed for future development of the area; there are no public facilities in these vacated Rights of Way. North Coast Industrial LLC is the sole owner of all abutting property.

Recommendation/Suggested Motion:

*"Based on the application materials and staff review memo dated October 14, 2025, I move that the City Commission conduct the second reading of Ordinance **1296** by title only, AN ORDINANCE AMENDING ORDINANCE 1217 VACATING CERTAIN STREETS IN THE PLAT OF WARRENTON PARK AND IN THE PLAT OF PORTSMOUTH ADDITION TO WARRENTON IN THE CITY OF WARRENTON, OREGON"*

"I move to adopt Ordinance 1296, AN ORDINANCE AMENDING ORDINANCE 1217 VACATING CERTAIN STREETS IN THE PLAT OF WARRENTON PARK AND IN THE PLAT OF PORTSMOUTH ADDITION TO WARRENTON IN THE CITY OF WARRENTON, OREGON"

Alternative:

Other action as deemed appropriate by the City Commission

Fiscal Impact:

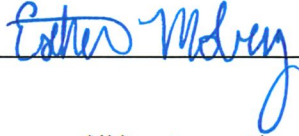
N/A

Attachment:

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

- Ordinance 1217
- Proposed Ordinance 1296

Approved by City Manager: _____



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

After Recording Return to:
City Recorder
City of Warrenton
P.O. Box 250
Warrenton, OR 97146



Recording Instrument #: 201801228
Recorded By: Clatsop County Clerk
of Pages: 2 Fee: 262.50
Transaction date: 2/20/2018 09:10:52
Deputy: nstethem

ORDINANCE NO. 1217

INTRODUCED BY ALL COMMISSIONERS

AN ORDINANCE VACATING UNDEVELOPED STREET RIGHTS-OF-WAY IN THE PLATS OF WARRENTON PARK AND PORTSMOUTH ADDITION TO WARRENTON IN WARRENTON, OREGON

WHEREAS, The Warrenton City Commission deems it to be in the best interest of the City to vacate undeveloped street rights-of-way in the plats of Warrenton Park and Portsmouth Addition to Warrenton in the City of Warrenton, County of Clatsop, State of Oregon; and

WHEREAS, a public hearing on the petition was held at the hour of 6:00 p.m. on Tuesday, January 9, 2018, in the Commission's Chambers at Warrenton City Hall; and

WHEREAS, due notice of time and place for said hearing was given, as by law required;

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

Section 1. The public rights-of-way in the City of Warrenton, Clatsop County, State of Oregon, described as:

all of SE 14th Place, SE 15th Street, SE 15th Place, SE 16th Street, SE King Street from SE 19th Street to SE 14th Street, SE Lake Avenue from SE 19th Street to SE 14th Street in the plat of Warrenton Park and two remainder streets in the plat of Portsmouth Addition to Warrenton.

are hereby vacated. Nothing contained herein shall cause or require the removal or obstruction of any drainage ditch, abandonment of any sewer, water main conduit, utility line, pole or any other thing used or intended to be used for any public service.

Section 2. The Deputy City Recorder of the City of Warrenton is hereby ordered to make this vacation a matter of public record; and it is expressly provided that the petitioner shall forthwith pay the costs of the necessary changes of public records, as required by law, and it is hereby provided that the Deputy City Recorder shall file with the clerk, the assessor, and the surveyor of Clatsop County, a certified copy of this ordinance.

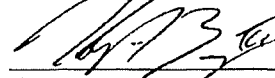
Section 3. This ordinance will take effect 30 days after its adoption by the Warrenton City Commission.

Adopted by the City Commission of the City of Warrenton, Oregon this 13th day of

February, 2018.

First Reading: January 23, 2018
Second Reading: February 13, 2018

APPROVED:

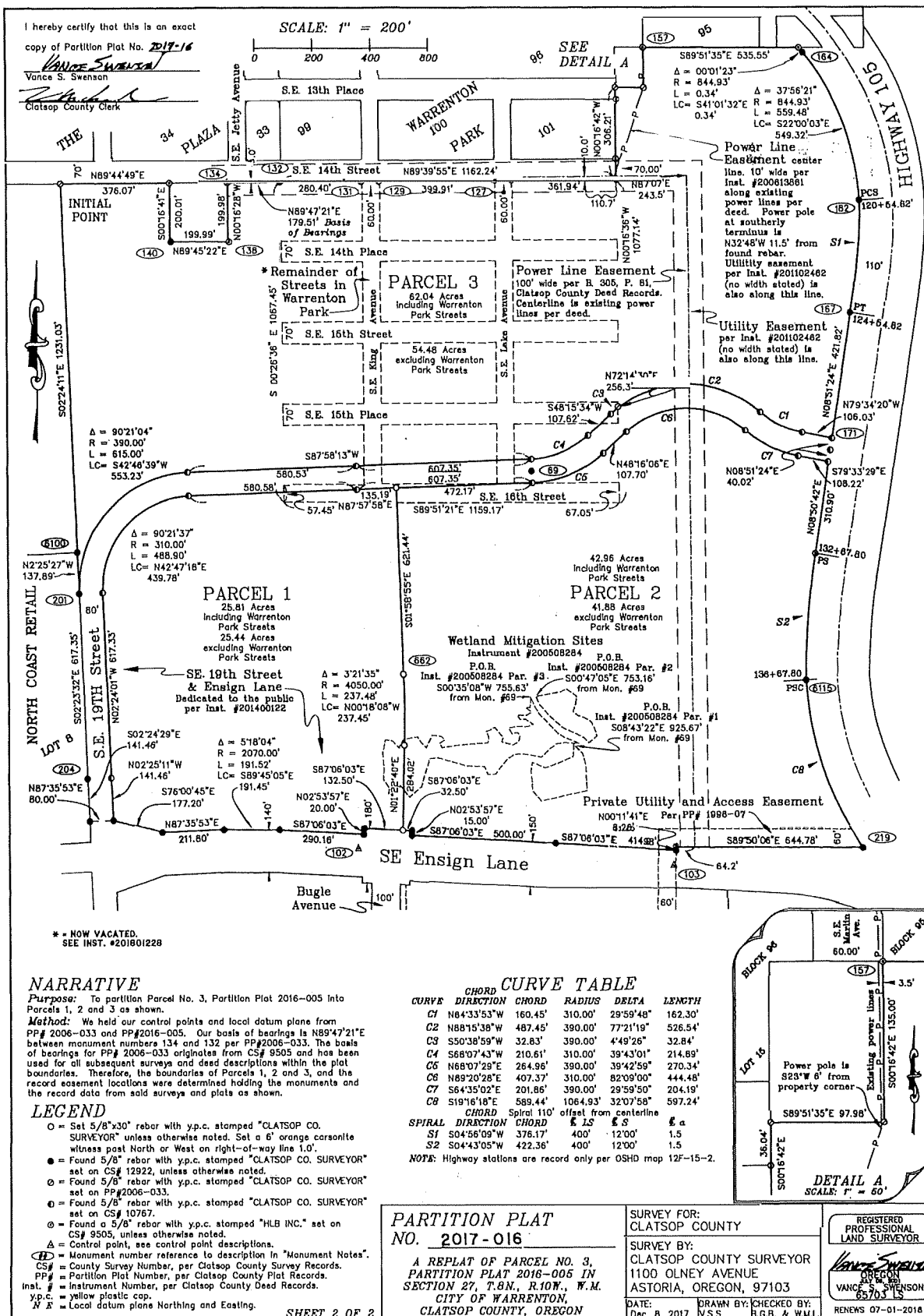


Henry A. Balensifer Mayor

ATTEST:



Dawne Shaw, Deputy City Recorder



ORDINANCE NO. 1296

INTRODUCED BY ALL COMMISSIONERS

AN ORDINANCE AMENDING ORDINANCE 1217 VACATING CERTAIN STREETS IN THE PLAT OF WARRENTON PARK AND IN THE PLAT OF PORTSMOUTH ADDITION TO WARRENTON IN THE CITY OF WARRENTON, OREGON

WHEREAS, the petitioner(s), Wes Giesbrecht, on behalf of North Coast Industrial LLC has petitioned the Warrenton City Commission to consider amending ordinance 1217 vacating certain streets in the plat of Warrenton park and in the plat of Portsmouth addition to Warrenton in the City of Warrenton, County of Clatsop, State of Oregon, more particularly described and depicted in the attached legal description (EXHIBIT "A") and plat (EXHIBIT "B"), respectively; and

WHEREAS, a public hearing on the petition was held at the hour of 6:00 p.m. on Tuesday, September 23, 2025, in the Commission's Chambers at Warrenton City Hall; and

WHEREAS, due notice of time and place for said hearing was given, as by law required;

WHEREAS, the petition to amend Ordinance 1217 by vacating certain streets in the plat of Warrenton Park and in the Plat of Portsmouth Addition to Warrenton in the City of Warrenton, was proposed for the purpose of preparing the site for commercial retail development; and

WHEREAS, Ordinance No. 1217 vacated only the streets but did not vacate any drainage ditches, utilities, or easements; and

WHEREAS, there are no public facilities in these vacated Rights of Way; and

WHEREAS, North Coast Industrial is requesting a full discharge of any and all drainage ditches, utilities, and easements, so the land title is unencumbered; and

WHEREAS, the consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby was appended to the petition; and

WHEREAS, the City Commission has determined that there appears to be no reason why the petition should not be allowed in whole or in part; and

WHEREAS, the City has received no written objections filed with the recording officer of the city prior to the time of hearing, which will be heard and considered; and

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

Section 1. The public right-of-way in the City of Warrenton, Clatsop County, State of Oregon, described as:

All of SE 14th Place, SE 15th Street, SE 15th Place, SE 16th Street, SE King Street from SE 19th Street to SE 14th Street, SE Lake Avenue from SE 19th Street to SE 14th Street in the plat of Warrenton Park and two remainder streets in the plat of Portsmouth Addition to Warrenton, Warrenton in the City of Warrenton, County of Clatsop, State of Oregon, including any and all drainage ditches, utilities, and easements therein.

is hereby vacated.

Section 2. The City Recorder of the City of Warrenton is hereby ordered to make this vacation a matter of public record; and it is expressly provided that the petitioner shall forthwith pay the costs of the necessary changes of public records, as required by law, and it is hereby provided that the City Recorder shall file with the clerk, the assessor, and the surveyor of Clatsop County, a certified copy of this ordinance.

Section 3. This ordinance will take effect thirty (30) days after its adoption by the Warrenton City Commission.

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

First Reading: September 23, 2025

Second Reading: October 14, 2025

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Exhibit “A”

Legal Description

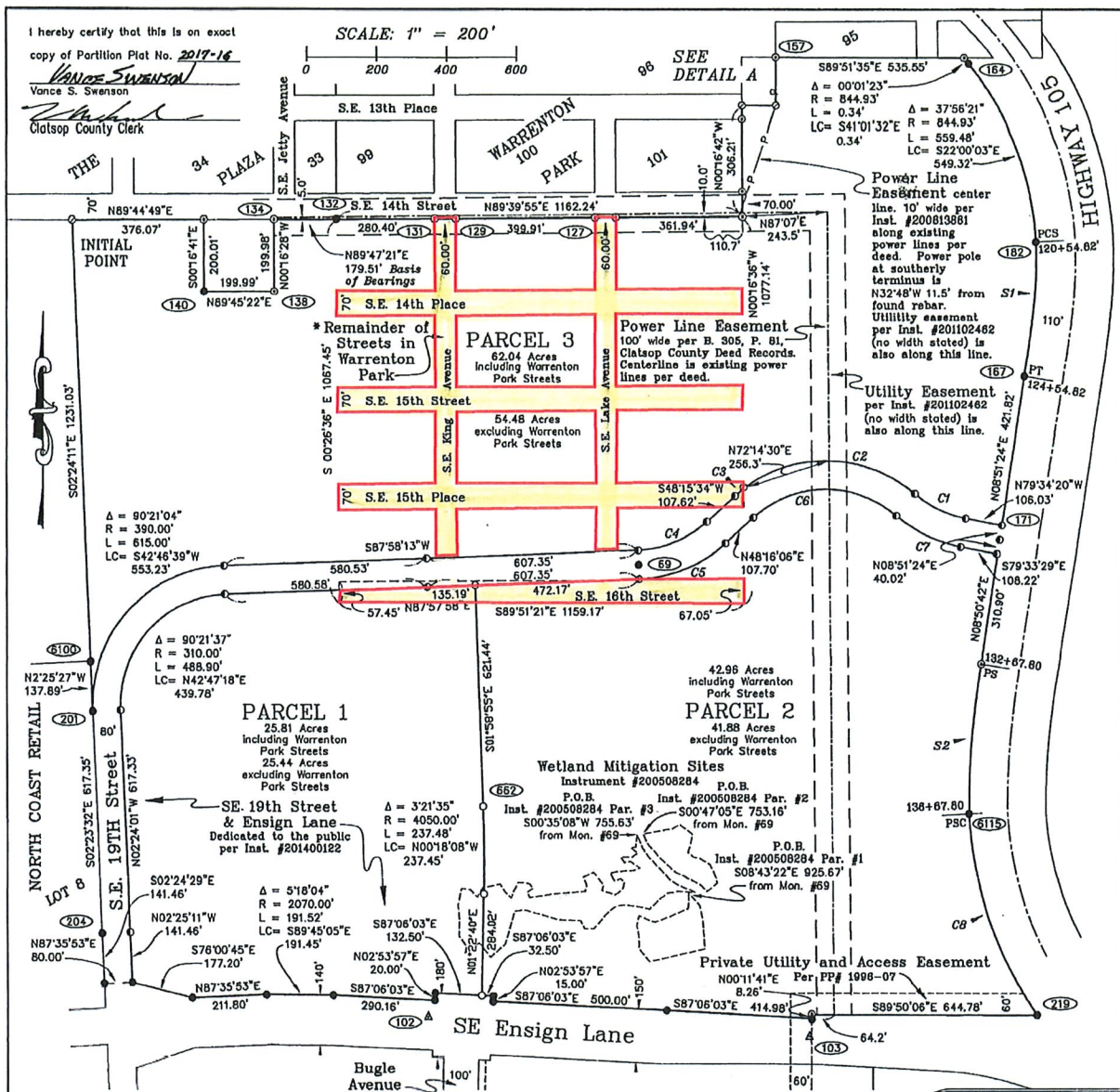
Street Vacation SV-25-1 - North Coast Industrial LLC, c/o Wes Giesbrecht

All of SE 14th Place, SE 15th Street, SE 15th Place, SE 16th Street, SE King Street from SE 19th Street to SE 14th Street, SE Lake Avenue from SE 19th Street to SE 14th Street in the plat of Warrenton Park and two remainder streets in the plat of Portsmouth Addition to Warrenton, Warrenton in the City of Warrenton, County of Clatsop, State of Oregon.

I hereby certify that this is an exact copy of Partition Plot No. 2017-016

VANCE SWENSON
Vance S. Swenson
Clatsop County Clerk

SCALE: 1" = 200'



* NOW VACATED.
SEE INST. #201801228

NARRATIVE

Purpose: To partition Parcel No. 3, Partition Plot 2016-005 into Parcels 1, 2 and 3 as shown.

Method: We held our control points and local datum plane from PP# 2006-033 and PP#2016-005. Our basis of bearings is N89°47'21"E between monument numbers 134 and 132 per PP#2006-033. The basis of bearings for PP# 2006-033 originates from CS# 9505 and has been used for all subsequent surveys and deed descriptions within the plot boundaries. Therefore, the boundaries of Parcels 1, 2 and 3, and the record easement locations were determined holding the monuments and the record data from said surveys and plots as shown.

LEGEND

- = Set 5/8"x30" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" unless otherwise noted. Set a 6" orange cone witness post North or West on right-of-way line 1.0'.
- = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on CS# 12922, unless otherwise noted.
- = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on PP#2006-033.
- = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on CS# 10767.
- = Found a 5/8" rebar with y.p.c. stamped "HLB INC." set on CS# 9505, unless otherwise noted.
- △ = Control point, see control point descriptions.
- ① = Monument number reference to description in "Monument Notes".
- CS# = County Survey Number, per Clatsop County Survey Records.
- PP# = Partition Plot Number, per Clatsop County Plot Records.
- Inst. # = Instrument Number, per Clatsop County Deed Records.
- y.p.c. = yellow plastic cap.
- N/E = Local datum plane Northing and Easting.

SHEET 2 OF 2

CURVE TABLE

CURVE	DIRECTION	CHORD	RADIUS	DELTA	LENGTH
C1	N84°33'53"W	160.45'	310.00'	29°59'48"	162.30'
C2	N88°15'38"W	487.45'	390.00'	77°21'19"	526.54'
C3	S50°38'58"W	32.83'	390.00'	4°49'26"	32.84'
C4	S68°07'43"W	210.61'	310.00'	39°43'01"	214.89'
C5	N68°07'29"E	264.96'	390.00'	39°42'59"	270.34'
C6	N89°20'28"E	407.37'	310.00'	82°09'00"	444.48'
C7	S64°35'02"E	201.86'	390.00'	29°59'50"	204.19'
C8	S19°16'18"E	589.44'	1084.93'	32°07'58"	597.24'
SPIRAL					
CHORD					
S1	S04°56'09"W	376.17'	400'	12°00'	1.5
S2	S04°43'05"W	422.35'	400'	12°00'	1.5

NOTE: Highway stations are record only per OSHD map 12F-15-2.

PARTITION PLAT NO. 2017-016

A REPLAT OF PARCEL NO. 3,
PARTITION PLAT 2016-005 IN
SECTION 27, T.8N., R.10W., W.M.
CITY OF WARRENTON,
CLATSOP COUNTY, OREGON

SURVEY FOR:
CLATSOP COUNTY

SURVEY BY:
CLATSOP COUNTY SURVEYOR
1100 OLNEY AVENUE
ASTORIA, OREGON, 97103

DATE: Dec. 8, 2017 DRAWN BY: CHECKED BY:
V.S.S. B.O.B. & W.M.L.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

VANCE SWENSON
CLATSOP COUNTY
65703 LS

RENEWS 07-01-2018



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Brian Alsbury, Fire Chief
 DATE: October 14th, 2025
 SUBJ: Public Safety Fee

SUMMARY

In recent years, the city has experienced rising operational costs for maintaining adequate public safety services. At the same time, revenue streams have remained flat or declined, placing increasing pressure on the General Fund. To ensure the continued provision of responsive and effective emergency services, staff have explored alternative funding mechanisms, including the implementation of a Public Safety Fee.

RECOMMENDATION/SUGGESTED MOTION

Staff recommend the City Commission conduct the first reading of the attached resolution establishing a Public Safety Fee, with implementation beginning on January 1, 2026.

ALTERNATIVE -None at this this time.

FISCAL IMPACT- An increase of revenue that will support public safety.

Approved by City Manager: _____

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

RESOLUTION NO. 2709

A RESOLUTION ESTABLISHING A PUBLIC SAFETY FEE

WHEREAS the City of Warrenton is committed to ensuring the safety and well-being of its residents, businesses, and visitors; and

WHEREAS the demand for public safety services, including police, fire, emergency medical, and disaster response, has increased due to population growth, increased service calls, and evolving community needs; and

WHEREAS existing funding sources are insufficient to maintain or enhance the current level of public safety services without additional revenue; and

WHEREAS, the City of Warrenton has determined that the implementation of a Public Safety Fee is a fair and reasonable means of generating dedicated revenue to support vital public safety services; and

NOW, THEREFORE, BE RESOLVED BY THE CITY OF WARRENTON COMMISSION AS FOLLOWS:

Section 1: Establishment of the Public Safety Fee

A Public Safety Fee is hereby established to be assessed on commercial ~~and~~ businesses for the purpose of funding public safety services, including but not limited to police, fire protection, emergency medical services, and emergency management operations.

Section 2: Fee Amount

The Public Safety Fee shall be:

- **Amount (see appendix A. Public Safety Fee Schedule)**
- Adjusted annually based on the budget process/needs assessment.

Section 3: Use of Funds

All revenue generated from the Public Safety Fee shall be deposited into the City General Fund, and shall be used exclusively for:

- Wages, stipends, and benefits of public safety personnel.
- Training and education.

Section 4: Administration and Collection

The City of Warrenton Finance Department shall be responsible for administering and collecting the fee. The fee shall be included on utility bills issued by the City of Warrenton.

Section 6: Effective Date

This resolution shall be effective January 1, 2026

First reading: October 14th, 2025

Second reading: October 28th, 2025

ADOPTED by the City Commission of the City of Warrenton this 28th day of October 2025.

APPROVED

Henry A. Balensifer III, Mayor

ATTEST

Dawne Shaw, City Recorder



Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 (5 0 3) 861-2494 Fax 503/861-2351
225 S. Main Warrenton, Or 97146-0250

Appendix A.

<u>BY SIZE</u>	<u>#</u>	<u>SIZE/GROUP</u>	<u>MONTHLY REVENUE</u>	<u>YEARLY REVENUE</u>
.75"	136	\$20.00	\$2,720.00	\$32,640.00
1"	36	\$50.00	\$1,800.00	\$21,600.00
1.5"	27	\$60.00	\$1,620.00	\$19,440.00
2"	42	\$70.00	\$2,940.00	\$35,280.00
3"	6	\$90.00	\$540.00	\$6,480.00
4"	8	\$100.00	\$800.00	\$9,600.00
6"	6	\$120.00	\$720.00	\$8,640.00
8"	1	\$160.00	\$160.00	\$1,920.00
				<u>\$135,600.00</u>



City Commission Agenda Memo

Meeting Date: October 14, 2025
From: Esther Moberg, City Manager
Subject: Labor Negotiations and Labor law Letter of Engagement

Summary:

Beery and Elsner (City Attorneys) will be unable to handle Labor Negotiations for the City of Warrenton due to changes in staffing. They have recommended other firms from which the City Manager has selected the firm of CDR Labor Law, LLC. Requesting that the City Commission approve engaging the following legal firm exclusively for Labor Law advisement and Labor Negotiations.

Recommendation/Suggested Motion:

I move to approve engaging CDR Labor Law on behalf of the City to advise and assist in matters pertaining to Labor Law and Labor Negotiations and authorize the Mayor to sign the letter of engagement and contract on the City's behalf.

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

N/A

Attachments:

None

Approved by City Manager: _____



1827 NE 44th Ave.
Ste. 315
Portland, OR 97213

(503) 878-8499

October 6, 2025

Via Email to: emoberg@warrentonoregon.us

Esther Moberg
City Manager
City of Warrenton
225 S. Main Ave.
PO Box 250
Warrenton, OR 97146

RE: Engagement of Services

Dear Ms. Moberg:

This engagement letter will confirm that CDR Labor Law, LLC ("CDR") has agreed to represent the City of Warrenton ("the City") in matters concerning labor relations advice and representation, including upcoming labor negotiations at the City, as directed by the City and accepted by CDR. We look forward to working with you and will do our best to provide the highest-quality legal services in a responsive, efficient manner.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing legal services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

Staffing

I will be the primary attorney working on this matter. We may also assign certain tasks to our paralegal, Ashley Andreasen, or our associate attorney, Lauren Lewis, as appropriate. In addition, we may seek input or assistance from other attorneys at our firm where appropriate and only after consultation with you.

At times, we may suggest that we consult with another lawyer or professional outside our firm about issues in a matter. Before one of us does this, we will discuss the issue with you and ask you to decide whether you want to retain the lawyer or professional as a consultant.

It is important that you are completely satisfied with our services and responsiveness. If questions or comments arise about our services, staffing, billings, or other aspects of our representation, please contact me. My direct dial number is (503) 673-8041, and my email address is dan@cdrlaborlaw.com.

Attorney's Fees and Costs

Our fees for legal services are \$390 per hour for me and my partners, \$375 per hour for our of counsel attorneys, \$325 per hour for associates, and \$225 per hour for our paralegal, plus any expenses incurred, such as filing fees, deposition charges, arbitrator or mediator fees, court reporter costs, copying costs, postage, travel costs and related expenses. Upon request, we will promptly provide you with a detailed estimate of our costs to handle any specific matter. These types of estimates are subject to unforeseen circumstances and are by their nature inexact, so we cannot be bound by any such estimates unless otherwise agreed to by us in writing.

We adjust our rate from time to time generally to reflect the increased experience and special expertise of our attorneys and paralegal and the inflationary cost increases associated with maintaining our practice. Any adjusted rates will apply to all services performed thereafter but not without reasonable notice.

The billing rate multiplied by the time spent on your behalf, measured in tenths of an hour, will be evaluated by the billing attorney as the basis for determining the fee. Each month we will furnish you with a statement describing our services and our fees and separately showing disbursements and other charges in a format and with such detail as we agree upon. There often is an unavoidable delay in reporting disbursements and other charges, and therefore not all disbursements and charges may be billed at the same time as the related legal services.

Responsibilities

Our goal is to provide you with conscientious, competent, and diligent legal services. We will provide legal counsel and assistance to you in accordance with this letter, keep you informed of progress and developments, and respond to your inquiries.

However, we cannot achieve this goal without your full assistance and cooperation. To enable us effectively to render these services, you agree to fully and accurately disclose to us accurate and complete facts, information and written materials relating to a matter, and to keep us apprised of developments relating to the matter. You also will assist and cooperate with us as appropriate in dealing with the matter.

Termination

You may terminate our services at any time upon delivery of written notice to us stating that you wish to terminate this agreement. If you terminate our services, we may bill and will be paid for all fees and costs incurred to termination. Unless we specifically agree to do so in writing, we will not be obligated to perform any further services or advance any expenses after receipt of your notice of termination.

Similarly, we reserve the right to withdraw from our representation if the terms of this engagement letter are not honored, if our amounts billed are not paid in a timely manner, if our advice is not followed, if you do not cooperate with us in our representation, or if any other fact or circumstance arises that would, in our view,

impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical.

In the event of a termination, you will take all steps necessary to free us of any obligation to perform further, including signing any documents (including forms for substitution of counsel) to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

On behalf of the firm, we are pleased to have the opportunity to work with you. If you have any questions, please call or email me.

If this letter correctly reflects your understanding of the terms and conditions of our representation, please confirm your acceptance by signing this document in the space provided below and return it to our office. We look forward to working with you.

Sincerely,



Daniel Rowan

I have read this letter and consent to it.

City of Warrenton

By: _____
Esther Moberg, City Manager

Date: _____



City Commission Agenda Memo

Meeting Date: October 14, 2025
From: Kevin Gorman, Public Works Director
Subject: Amplified music for Trick or Trot 5K

Summary:

The Warrenton Parks Alliance Board is hosting this year's Trick or Trot 5K on October 26, 2025. The Parks Alliance would like to have amplified music near the sign-in table on NE 1st Street. This event starts at 2, so the music would only be playing in the afternoon. This will elevate the event and get everyone into the festive Halloween season.

Recommendation/Suggested Motion:

"I move to approve the use of amplified sound for the Warrenton Park Alliance Trick or Trot 5k on October 26, 2025."

Alternative:

None recommended

Fiscal Impact:

N/A

Attachments:

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

NA

Approved by City Manager: _____

A handwritten signature in blue ink, reading "Esther McHenry", written over a horizontal line.



City Commission Agenda Memo

Meeting Date: October 14th, 2025
From: Kevin Gorman, Public Works Director
Subject: Request to Advertise for Bids - Seafarer's Park Bank Stabilization

Summary:

Staff request authorization to advertise for construction bids for the Seafarer's Park Bank Stabilization Project. This project will address severe erosion along approximately 300–400 feet of Columbia River shoreline caused by 2023–2024 storm events. The work will stabilize the bank, prevent future erosion, and restore lost parking, protecting both the safety and long-term use of this important community asset.

Recommendation/Suggested Motion:

"I move to authorize the advertisement for construction bids for the Seafarer's Park Bank Stabilization Project."

Alternative:

None recommended

Fiscal Impact:

The Seafarers Park Bank Stabilization Project was included in the adopted budget for the fiscal year 2025/2026.

Attachments:

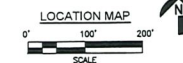
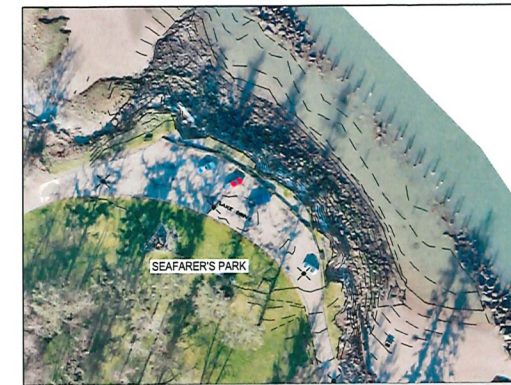
- Bid Plan Set
- Project Schedule
- Construction Documents

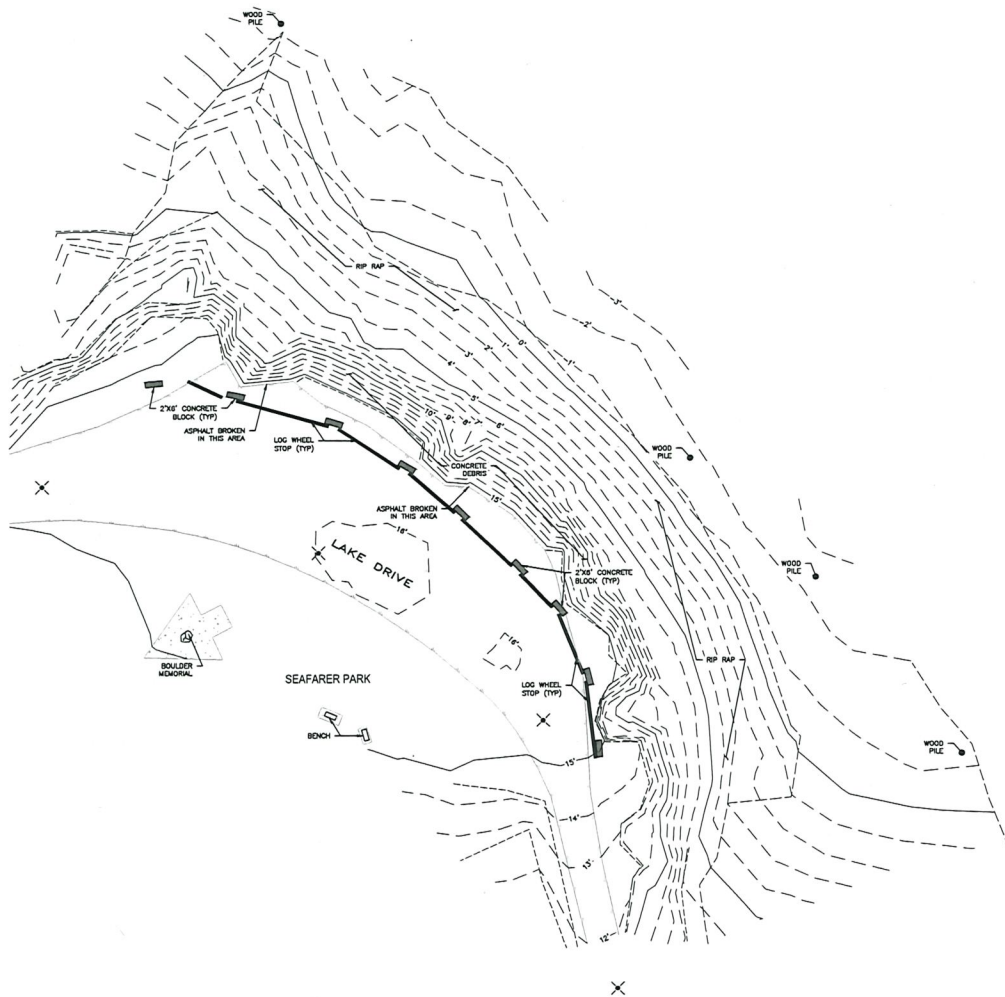
Approved by City Manager: _____

A handwritten signature in blue ink, appearing to read "Kevin Gorman", is written over a horizontal line.

Project No.	Drawing No.
24016WAR	C1.DWG
C1	
Sheet No.	

SHEET NAME	SHEET DESCRIPTION
SHEET C1	COVER SHEET
SHEET C2	TOPOGRAPHIC SURVEY
SHEET C3	SITE PLAN
SHEET C4	CROSS-SECTIONS EXISTING DAMAGE





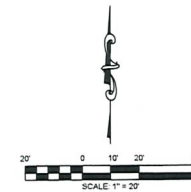
HORIZONTAL DATUM (BASIS OF BEARINGS):
 OREGON STATE PLANE COORDINATE SYSTEM NORTH ZONE, NAD83 (2011), BASED ON GPS OBSERVATIONS.
 DISTANCES SHOWN HEREON ARE GROUND DISTANCES, INTERNATIONAL FEET, SCALED ABOUT CONTROL POINT NO. 102. TO CONVERT TO GRID DISTANCES MULTIPLY BY THE CORRECTION FACTOR OF 0.999999999.

VERTICAL DATUM:
 NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON GPS OBSERVATIONS

- NOTES:**
1. THIS IS NOT A BOUNDARY SURVEY.
 2. FIELD WORK WAS COMPLETED ON MAY 6, 2025.

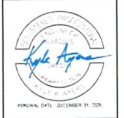
LEGEND:

—	EDGE OF PAVEMENT	✕	FOUND MONUMENT - MAG NAIL
- - -	EDGE OF CONCRETE	⊙	ROCK-BOULDER
- · - · -	EDGE OF RIPRAP		
— · — · —	MAJOR CONTOUR		
- - - - -	MINOR CONTOUR		
- · - · -	TOE OF SLOPE		
- - - - -	TOP OF SLOPE		



S&F Land Services
 Land Surveying & Remote Sensing
 4905 SW SCHOLLS FERRY RD.
 PORTLAND, OR 97225
 (503) 345-0328
 WWW.SFLANDS.COM EMAIL: INFO@SFLANDS.COM

NORTH COAST
 35240 TOHL AVE.
 NEHALEM, OR 97131
 Phone: 503.440.1594
 Cell: 503.812.3732
 Internet: www.ncsls.com



CITY OF WARRENTON
 SEAFARER'S PARK BANK STABILIZATION
 TOPOGRAPHIC SURVEY
 SEAFARERS PARK, CLATSOP COUNTY, OR

NO.	DATE	BY	REVISION COMMENTS

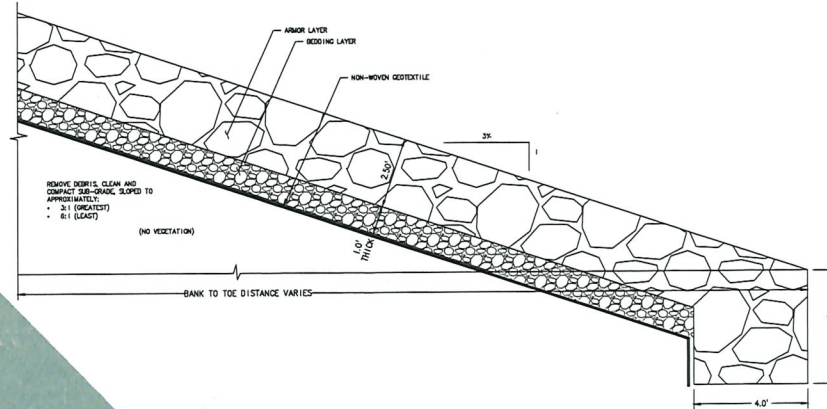
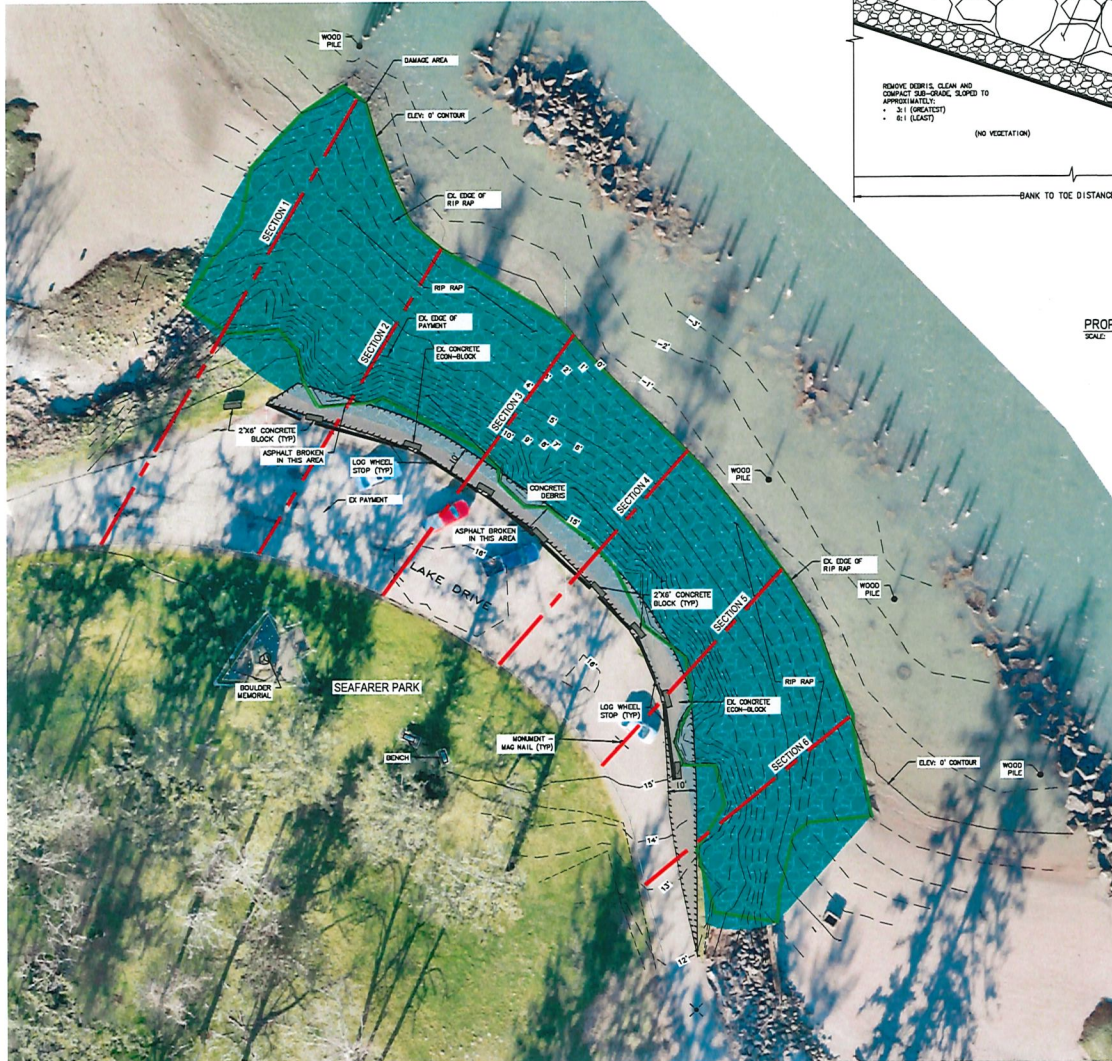
Project No. Drawing No.
 24016WAR C2.DWG

C2

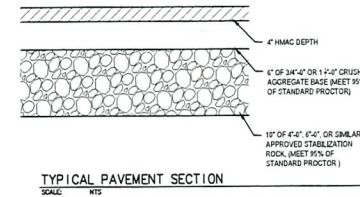
Sheet No.

BID SET - 10.06.2025

- DAMAGED AREA = 17,500± SF
- PROPOSED RIPRAP SURFACE
- PROPOSED ASPHALT RESTORATION



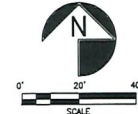
PROPOSED TYPICAL BANK REPAIR - RIPRAP SECTION
SCALE: 1" = 2'



TYPICAL PAVEMENT SECTION
SCALE: 1\"/>

CONSTRUCTION NOTES

1. WASTE HAUL TO CONTRACTOR'S SITE, APPROVED BY ENGINEER DURING SUBMITTAL PROCESS.
2. CLEAN AND WASTE HAUL ALL ROCK, CONCRETE RUBBLE, IRON, SYNTHETIC FLOATS, LEAVING A CLEAN AND STABLE SUB-GRADE @ APPROXIMATELY A 3:1 SLOPE.
3. SUB-GRADE MAY REQUIRE ADDITION OF 3/4\"-9\" MINUS AGGREGATE TO CREATE 3:1 SLOPE AFTER EXISTING MATERIALS REMOVAL.
4. ON CLEAN, STABLE SUB-GRADE, PLACE 18\"/12\" NONWOVEN GEOTEXTILE, #1120N, WITH A MINIMUM OF 24\" OVERLAP.
5. ON TOP OF THE FABRIC, PLACE A BEDDING STONE LAYER, COMPACTED, WITH A MINIMUM THICKNESS OF 1.0' DEEP. THE SIZE OF THIS MATERIAL IS FROM 0007 00282.18 - CONSTRUCTION ENTRANCE AGGREGATE (3\" MEDIAN DIAMETER ANGULAR ROCK).
6. ON TOP OF THIS LAYER OF BEDDING ROCK, PLACE AN ARMOR LAYER, WITH A MINIMUM THICKNESS OF 2.5'. THIS ARMOR LAYER SHALL CONSIST OF 0007 CLASS 700 RIPRAP WITH A MEDIAN DIAMETER OF 1.3' AND A MEDIAN HEIGHT OF 200 LBS.
7. FINISH TOP (OF BEDDING AND ARMOR LAYER) TO EXISTING GRADE WITH 4\" OF H&M (2 LIFTS). SEE PAVING SECTION DETAIL THIS SHEET, SAWCUT EXISTING ASPHALT AND RECONSTRUCT 10' WIDE PAVED SECTION AS SHOWN IN PLAN VIEW.



NORTH COAST
35240 TOHL AVE.
NEHALEM, OR 97131
Phone: 503.445.1588
Cell: 503.812.3732
Internet: www.ncswi.com

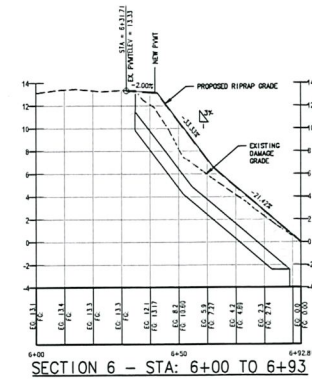
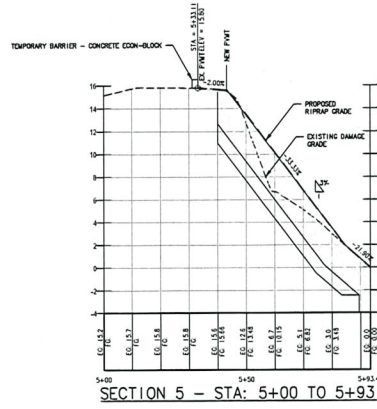
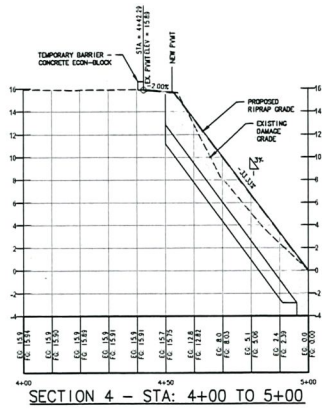
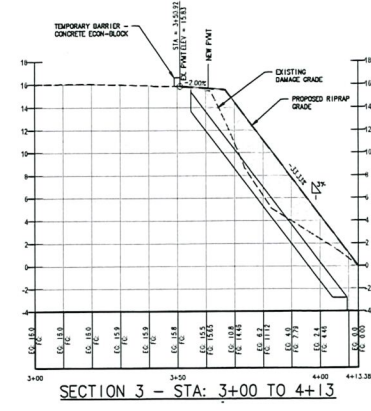
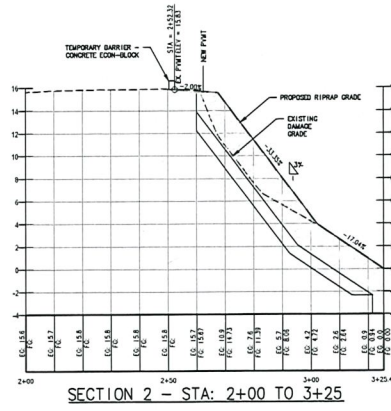
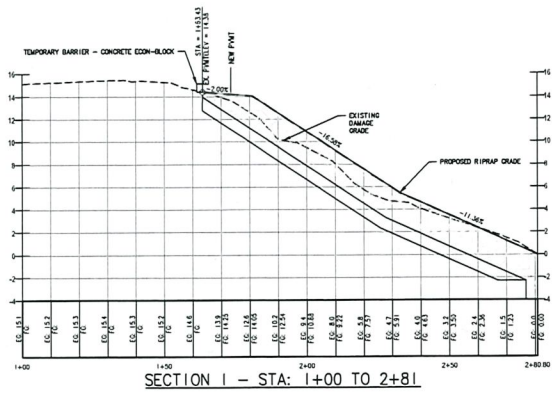


CITY OF WARRENTON
SEAFARER'S PARK BANK STABILIZATION
SITE PLAN
SEAFARERS PARK, CLATSOP COUNTY, OR

REVISION COMMENTS			
NO.	DATE	BY	

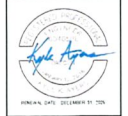
Project No. 24016WAR
Drawing No. C3.DWG
C3
Sheet No.

BID SET - 10.06.2025



CROSS SECTIONS SHOW RIP-RAP PLACEMENT W/ EXISTING DAMAGE
HORIZ. SCALE: 1"=50'
VERT. SCALE: 1"=5'

NORTH COAST
35240 TOHL AVE.
NEHALEM, OR 97131
Phone: 503.440.1548
Cell: 503.812.3732
Internet: www.ncenv.com



CITY OF WARRENTON
SEAFARER'S PARK BANK STABILIZATION
CROSS-SECTIONS EXISTING DAMAGE
SEAFARERS PARK, CLATSOP COUNTY, OR

NO.	DATE	BY	REVISION COMMENTS

Project No. 24016WAR
Drawing No. C4
Sheet No. 1 of 1
Copyright 2025

BID SET - 10.06.2025

ESTIMATED CITY APPROVAL_BIDDING_CONSTRUCTION SCHEDULE		
1.	PROJECT TO CITY COMMISSION PACKET (Project due Com. Packet 7 days ahead of Commission Mtg)	October 6, 2025
2.	CITY COMMISSION APPROVAL TO BID PROJECT	October 14, 2025
3.	CD-TS/DOCUMENTATION AVAILABLE – ADVERTISE 2X in 2 Places (3 weeks)	DJC Oct 15 th & 29 th 2025 WAR Oct 15 th & 29 th 2025
4.	MAND. PRE-BID MEETING & SITE WALK-THRU @ 10:00 AM (usually 7 days from adv)	YES/NO-DATE
5.	PROJECT BID CLOSING (not < 5 days after last Ad (Tues-Thurs-2 PM))	Tuesday November 4, 2025
6.	PROJECT TO CITY COMMISSION FOR APPROVAL TO CONSTRUCT (7 days, min, B/4 Commission mtg)	November 5, 2025
7.	COMMISSION APPROVAL TO CONSTRUCT	November 11, 2025
8.	ENGINEER SENDS OUT NOTICE OF INTENT TO AWARD W/BID TABS	November 12, 2025
9.	ISSUE NOTICE OF AWARD (7 days after NIA) (WA 2 days after intent)	November 19, 2025
10.	EXECUTE AGREEMENT (Contractor 10 days + City 10 days/per ORS) – assume 20 days)	December 9, 2025
11.	ISSUE NOTICE TO PROCEED (MAY VARY-Coordinate w/City & Contractor)	December 16, 2025
12.	PROOF ALL REQ. PAPERWORK TO CITY/BOLI (before work begins, verify)	December 17, 2025
13.	PRE-CONSTRUCTION CONFERENCE (w/in 7 days of NTP)	December 19, 2025
14.	START OF CONSTRUCTION (within 10 days of NTP)	December 22, 2025
15.	SUBSTANTIAL COMPLETION (mid February, 2026 +/-)	February 13, 2026
16.	END OF ALL CONSTRUCTION - PUNCH LIST (PROJECT DURATION=60 DAYS) (9 days+/-)	February 22, 2026

* Warrenton City Commission meets every 2nd and 4th Tuesday of the month – Calendar days

N:\SHARED\PROJECTS\CITY OF WARRENTON\24016WAR_SEAFARER'S PARK PROJECT\PROJECTDOCS\BIDDING\SCHEDULE - CITY APPROVAL_BIDDING_CONSTRUCTION_WAR_SEAFARERS PARK_100625.DOCX



RENEWAL DATE: DECEMBER 31, 2025

Submitted to:

City of Warrenton
Attn: Kevin Gorman
Public Works Director
45 SW 2nd Street/P.O. Box 250
Warrenton, OR 97146
Phone: 503.861.0917

October, 2025

Prepared By:

North Coast Civil Design, LLC
Attention: Kyle Ayers, PE
Project Manager
35240 Tohl Ave
Nehalem, Oregon
Phone: 503.440.1088

NC Civil Project No. 24016War

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TABLE OF CONTENTS

CONTRACT DOCUMENTS

INVITATION TO BID	CD - 4
INSTRUCTIONS TO BIDDERS.....	CD - 6
BID FORM.....	CD - 11
BID BOND.....	CD - 14
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (OAR 137-049-0360).....	CD - 16
AGREEMENT	CD - 18
PERFORMANCE BOND.....	CD - 57
PAYMENT BOND.....	CD - 59

TECHNICAL SPECIFICATIONS

DIVISION ONE – GENERAL REQUIREMENTS.....	TS - 1
SECTION 101 – SUMMARY OF WORK	TS - 1
SECTION 104 – COORDINATION.....	TS - 2
SECTION 106 – REGULATORY REQUIREMENTS.....	TS - 3
SECTION 120 – PROJECT MEETINGS	TS - 3
SECTION 130 – SUBMITTALS	TS - 3
SECTION 151 – TEMPORARY FACILITIES AND CONTROLS.....	TS - 4
SECTION 157 – TRAFFIC REGULATION	TS - 5
SECTION 160 – MATERIALS AND EQUIPMENT	TS - 6
SECTION 170 – CONTRACT CLOSEOUT	TS - 6
DIVISION TWO – SITEWORK.....	TS - 8
SECTION 202 – TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC.....	TS - 8
SECTION 203 – SURVEY SERVICE-CONSTRUCTION LINE & GRADES	TS - 10
SECTION 205 – DEMOLITION	TS - 10
SECTION 220 – EARTHWORK.....	TS - 11
SECTION 224 – AGGREGATE BASES	TS - 14
SECTION 227 – EROSION CONTROL	TS - 15
SECTION 250 – ASPHALT CONCRETE PAVEMENT	TS - 16
DIVISION THREE – CONCRETE.....	TS - 21
SECTION 310 – CONCRETE FORMWORK	TS - 21
SECTION 320 – CONCRETE REINFORCEMENT	TS - 21
SECTION 330 – CAST IN PLACE CONCRETE	TS - 22
SECTION 360 – GROUT	TS - 23
SECTION 361 – NON-SHRINK GROUT	TS - 24
END OF DIVISION 03	TS - 24

APPENDIX A – APEX COMPANIES, LLC: GEOTECHNICAL REPORT

APPENDIX B – COAST & HARBOR ENGINEERING: BANK STABILIZATION ANALYSIS

[TABLE OF CONTENTS (CONTINUED) - SEE PAGE 10]

CONTRACT DOCUMENTS

INVITATION TO BID

Sealed bids for the **SEAFARER'S PARK BANK STABILIZATION PROJECT** will be received and accepted via the online electronic bid services through QuestCDN vBid (www.questcdn.com) until 2:00 P.M., Pacific Standard Time, on **Wednesday, October 15, 2025** for the Owner, the City of Warrenton, at City Hall, 225 S. Main Ave, Warrenton, Oregon 97146, at which time and place they will be publicly opened and read aloud. No bids will be accepted after this time. All bidders shall submit, electronically, separately, within two working hours of the bid opening time, on the bid date, a completed First-Tier Subcontractor Disclosure Form in compliance with ORS 279C.370.

The work of this project will take place in Hammond, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following: Remove and Replace the existing rock/rubble embankment on the south bank adjacent to the Seafarer's Park viewpoint. The work will be accomplished in the Fall/Winter of 2025.

In general, the elements of work include, but are not limited to:

1. Excavation and Waste haul Existing rip-rap/rubble.
2. Placement of Type 2 Riprap Geotextile Fabric.
3. Placement of ODOT, 3" Well Graded fill.
4. Placement of ODOT, Class 700 Riprap.
5. Placement of HMAC surface restoration.
6. Placement of topsoil and finish grading Park surface restoration.

Complete digital project bidding documents are available at <http://www.questcdn.com>. You may download the digital plan documents for **\$55.00** by inputting Quest project **#9811575** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. Please contact Kyle Ayers, P.E., at (503) 440-1088 if you have any questions. No paper documents will be accepted.

All bidders shall comply with the provisions of ORS 279C.800-870 [workers on public works to be paid not less than prevailing rate of wage for projects over \$50,000]. Contractors submitting bids are required to be registered with the Construction Contractor's Board.

A pre-bid conference **will not** be held.

Bid security in the amount of not less than 10% of the bid must accompany each bid in accordance with the Instructions to Bidders. The online bid must be completed and submitted, all addenda acknowledged, and acknowledgement uploaded to the site, and a copy of the bid bond uploaded to the site. If a copy of the bid bond is uploaded, the original must be provided to the City after the bid opening but before the end of business on **Wednesday, October 15, 2025**. The Owner reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject, for good cause, any or all bids upon a finding of the Owner that is in the public interest to do so in accordance with ORS 279C.395. The Owner reserves the right to waive any bid irregularities or informalities.

No bidder may withdraw or modify the bidder's bid after the hour set for the opening thereof, until after the lapse of 30 days from the bid opening.

By Order of the

City of Warrenton

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INSTRUCTIONS TO BIDDERS

1. THE PROJECT:

The work of this project will take place in Hammond, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following: Remove and Replace the existing rock/rubble embankment on the south bank adjacent to the Seafarer's Park viewpoint. The work will be accomplished in the Fall/Winter of 2025.

In general, the elements of work include, but are not limited to:

1. Excavation and Waste haul Existing rip-rap/rubble.
2. Placement of Type 2 Riprap Geotextile Fabric.
3. Placement of ODOT, 3" Well Graded fill.
4. Placement of ODOT Class 700 Riprap.
5. Placement of HMAC surface restoration.
6. Placement of topsoil and finish grading Park surface restoration.

2. CONTRACT DOCUMENTS:

Contract Documents include the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, First-Tier Subcontractor Disclosure Form, Agreement, General Conditions to the Agreement, Supplemental General Conditions, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, the Drawings and Technical Specifications prepared or issued by NC Civil, Inc., and all Addenda issued prior to, and all Change Orders issued after execution of this Agreement.

3. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be emailed to Kyle Ayers, PE, the Engineer for NC Civil, LLC, email: kyle@nccivil.com and to be given consideration must be received at least four days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered via messenger or facsimile transmission to all prospective bidders not later than 72 hours prior to the bid opening, at the respective addresses furnished for such purposes.

Failure of any bidder to receive any such addendum of interpretation shall not relieve such bidder from any obligation under the bidder's bid as submitted. All addenda so issued shall become part of the contract documents.

4. TIME OF COMPLETION:

The work to be performed under this contract shall be completed within 60 calendar days after the date of written Notice to Proceed by the Owner to the Contractor with such extensions of time as provided for in the General Conditions.

5. QUALIFICATIONS OF BIDDER AND SUBCONTRACTOR:

The City, at its sole discretion, shall have the right to reject any bid based upon record of past performance, including but not limited to: price and cost data from previous projects, quality of work, ability to meet schedules (which may result in damages to City), cost control and contract administration, including whether there is evidence of satisfactory performance. The City may reject any bid not in compliance with all prescribed public bid procedures and requirements and may reject for good cause any or all bids in accordance with ORS279B.110.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder and subcontractors to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder and subcontractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120. Contractors submitting bids are required to be registered with the Construction Contractor's Board. All Subcontractors performing work described in ORS 701.005(2) (i.e., construction work) are required to be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.026 to 701.035 before the Subcontractors commence work under the contract. Contractors or Subcontractors need not be licensed under ORS 468A.720 [asbestos abatement].

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

6. CONDITIONS OF WORK:

Each bidder must investigate and be fully informed of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of the bidder's obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the Contractor, in carrying out the Contractor's work, must employ such methods or means as will not cause any interruption of work.

7. BIDDER'S REPRESENTATION:

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve the bidder from any obligation in respect to the bidder's bid. Each bidder, by submitting a bid, represents that:

- a. The bidder has read and understands the Bidding Documents and the bidder's bid is made in accordance therewith.
- b. The bidder has inspected the site(s), has become familiarized with the site conditions under which the work is to be performed, and has correlated the bidder's observations with the requirements of the proposed Contract Documents.
- c. The bidder's bid is based upon the products, systems, and equipment described in the bidding documents without exception.

8. PREBID MEETING:

A pre-bid conference **will not** be held.

9. DISCLOSURE OF FIRST-TIER SUBCONTRACTORS:

In accordance with ORS 279C.370, each bidder must submit a completed First-Tier Subcontractor Disclosure Form within two working hours after the date and time of the bid opening through www.QuestCDN.com. The list shall identify any first-tier subcontractors that will be furnishing labor or furnishing labor and materials meeting the minimum amount specified in ORS 279C.370. A bidder shall submit the required disclosure form either with its bid submission or electronically within two working hours after the date and time of the bid closing deadline.

Failure to submit a completed disclosure form by the disclosure deadline of two working hours after the bid opening time will result in a non-responsive bid. A nonresponsive bid will not be considered by the Owner for award. The Owner will consider for a contract award only those bids for which the required disclosure form has been submitted.

The bidder is specifically advised that any person, firm or party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner. Substitution of affected first-tier subcontractors shall be

made only in accordance with ORS 279C.585. The Contractor shall notify the Owner in writing of all proposed changes in subcontractors prior to making any changes in subcontractors. No subcontractor doing work in excess of 5% of the total amount of the bid, but at least \$15,000, and who is not listed on the disclosure form shall be used without the written approval of the Owner.

Instructions for First-Tier Subcontractor Disclosure Form:

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement project is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or furnishing labor and materials on the contract, if awarded, whose subcontract value would be greater than or equal to:

- (i) 5% of the total project bid, but at least \$15,000; or
- (ii) \$350,000 regardless of the percentage of the total project bid;

the bidder must disclose on the disclosure form and submit the following information about the first-tier subcontractors either with the bid submission or within two working hours after bid closing:

- 1) the subcontractor's name,
- 2) the dollar value of the subcontract, and
- 3) the category of work that the subcontractor would be performing.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the disclosure form.

10. PREPARATION OF BIDS:

Bids shall be submitted on the online Bid Form. All blanks must be appropriately filled in. Bidders shall make no additional stipulations on the Bid Form nor qualify any bid in any manner.

11. BID SECURITY:

Each bid must be accompanied by cash, a cashier's check, a certified check of the bidder, an irrevocable letter of credit issued by an institution as defined in ORS 279C.380, or a bid bond prepared on the form of the bid bond included, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. A copy of the original bid bond shall be uploaded electronically with the bid package. The original bid bond shall be delivered to the City within 24 hrs of the bid closing.

Such bid security will be returned to all except the three lowest bidders within seven days after the opening of bids. The remaining bid security will be returned promptly after the Owner and the accepted bidder has executed the contract. If no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as the bidder has not been notified of the acceptance of the bidder's bid, the bid shall be returned. The bid security of the successful bidder will be retained until the Performance Bond and Payment Bond have been executed and approved, after which it will be returned.

12. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon the bidder's failure or refusal to execute and deliver the contract and bonds required within 10 days after the bidder has received notice of the acceptance of the bidder's bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the bidder's bid.

13. SUBMISSION OF BIDS:

Bids shall be submitted as specified prior to the time and date for receipt of bids indicated in the Advertisement for Bids or any extension thereof made by Addendum. Bids received after the time and date for receipt of bids (the bid closing deadline) will be returned unopened. Oral, telephonic, faxed, or telegraphic submissions of bids are invalid and will not receive consideration.

14. MODIFICATION OR WITHDRAWAL OF BID:

The Contractor may withdraw the Contractor's bid by submitting a written request to withdraw the bid prior to the time of the bid opening. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in an amount sufficient for the bid as modified or resubmitted. A bid may not be withdrawn, modified or canceled by the bidder for 30 days following the time and date designated for the receipt of bids. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder. Per OAR-137-047-0440

15. UNBALANCED BIDS:

A materially unbalanced bid is defined as, "a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner."

A bid will be considered irregular and may be rejected if the Owner determines that any of the unit prices are significantly or materially unbalanced to the potential detriment of the Owner. The Owner will place specific emphasis on its review of bids that appear to be unbalanced, as it may be to the detriment of the Owner, and other bidders who choose not to unbalance their bids. If the Owner finds that a bid is a detriment to the Owner or not in the best interest of the public, the Owner will act by rejecting all such unbalanced bids.

16. CONSIDERATION OF BIDS:

The Owner shall have the right to reject any or all bids and to reject a bid not accompanied by the required Bid Security or data required by the Bidding Documents, or to reject a bid, which is in any way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity in any bid received and to accept the bid which, in its judgement, is in its own best interest. All work of this project will be awarded as a single general contract to one Contractor. Award will be made to the lowest responsible bidder. In determining the lowest responsible bidder, the Owner will, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any of the preference given to that bidder in the state in which the bidder resides. The Owner shall consider all bids immediately after the bid opening.

17. SECURITY FOR FAITHFUL PERFORMANCE:

Simultaneously with delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

18. POWER OF ATTORNEY:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effective dated copy of their power of attorney.

19. LAWS AND REGULATIONS:

The bidder's attention is directed to the fact that all federal, state and local laws, ordinances, rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the same as though herein written out in full. All bidders shall comply with the provisions of ORS 279C.840 (Prevailing Wage Rates).

On federally funded projects, all bidders shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a). No bid will be considered by the Owner unless the bid contains a statement by the bidder that the provisions of ORS 279C.840 or 40 U.S.C. 276a are to be complied with. The public agency shall pay a fee to the Oregon Bureau of Labor and Industries (BOLI) in the amount of one-tenth of 1% of the contract price; however, there is a minimum fee of \$250 and a maximum fee of \$7,500.

20. EXECUTION OF CONTRACT:

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond, payment bond and required insurance within 10 calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the bidder to execute the Agreement, the Owner may at the Owner's option consider the bidder in default, in which case the Bid Security accompanying the bid shall become the property of the Owner. The Owner within 10 days of receipt of acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement and a written Notice to Proceed. Should the Owner not execute the Agreement and issue a written Notice to Proceed within such period, the bidder may by written notice withdraw the bidders signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

BID FORM

BID OF _____ (hereinafter called "Bidder"), organized and existing under the laws of the State _____, doing business as _____.
(Insert "a joint venture", "a corporation", "a partnership" or "an individual" as applicable.)

To City of Warrenton
[hereinafter called "Owner"]:

1. The undersigned Bidder, in compliance with your invitation for bids, including the ADVERTISEMENT FOR BIDS and the INSTRUCTIONS TO BIDDERS, for

SEAFARER'S PARK BANK STABILIZATION PROJECT

having examined the plans and specifications with related documents and having examined the site of the project work and being familiar with all the conditions pertaining to the construction of the project, hereby offers to furnish all labor, materials, equipment and supplies necessary to construct the project in accordance with the contract documents within the time set forth therein, and at the unit prices stated below. The prices are to cover all the costs connected with performing the work required under the contract documents, of which this bid is a part.

2. The Bidder submits the unit prices set forth herein as those at which the Bidder will perform the work involved. The extensions in the column headed "Total" are made for the sole purpose of facilitating comparison of bids and if there are any discrepancies between the unit prices and the total amounts shown, the unit prices shall govern.
3. The Bidder certifies, under penalty of perjury, by the submission of this bid, that all requirements of ORS 279C.838-840 (Prevailing Wage Rate Laws) will be complied with throughout the course of this contract. The Bidder further certifies, under penalty of perjury, that the Bidder is a resident bidder, as defined by ORS 279A.120 (1)(b), of the State of Oregon. The Bidder further certifies, under penalty of perjury, that the Bidder is, to the best of the Bidder's knowledge, not in violation of any tax laws described in ORS 305.380 (4).
4. The Bidder acknowledges receipt of the following Addenda numbered _____ through _____. The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing date for receiving bids.
5. The Bidder agrees to comply with all the Federal, State and Local laws, ordinances, rules and regulations that are pertinent to construction contracts of this character even though such laws may not have been quoted or referred to in the contract documents.
6. Upon receipt of written Notice of Award, Bidder will execute the Agreement attached within 10 calendar days and deliver a Surety Bond or Bonds as required by the contract documents. The Bid Security accompanying this bid is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.
7. The Bidder agrees to commence work under this contract within 10 calendar days after issuance to the Bidder of written Notice to Proceed by the Engineer. The Bidder agrees to substantially complete the project on or before the dates or within the number of calendar days indicated in Article II of the Agreement, with such extensions of time as are provided in the General Conditions. The Bidder accepts the provisions of the Agreement regarding liquidated damages (Article III of the Agreement) in the event of failure to complete the work of the project on or before the dates or within the number of calendar days indicated in Article II of the Agreement, with such extensions of time as are provided in the General Conditions.
8. The Bidder declares that the only persons or parties interested in this bid are those named herein, that this bid is in all respects fair and without fraud, and that it is made without collusion with any other bidder and without collusion with any representatives of the Owner. The Bidder hereby represents that no employee of the Owner, or any partnership or corporation in which an employee of the Owner has an interest, has, or will receive any remuneration of any description from the Bidder, either directly or indirectly, in connection, except as specifically declared in writing.

9. The Bidder certifies that the Bidder has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
10. The Bidder will complete the work for the following prices found in vBid online documents.

The following documents are attached to and made a condition of this bid:

- a. The required Bid Security submitted on-line with the Bid Form.
- b. The First-Tier Subcontractor Disclosure Form submitted on-line within two hours after the date and time of the bid opening.
- c. The on-line vBid Schedule of Contract Prices as filled out and submitted by the Contractor.

Respectfully Submitted,

Name of Firm _____

Address _____

Federal Employer I.D. No. _____

State Employer I.D. No. _____

State C.C.B. Registration No. _____

Telephone (____) _____

FAX No. (____) _____

By _____

(Signature)

Name _____

(Please Print)

Title _____

If Corporation, Attest _____

(Secretary of Corporation)

Dated this ____ day of _____, 2025

10.14.2025 Commission Packet

BID BOND

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the City of Warrenton ("Obligee") the sum of (\$ _____)

_____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its bid to an agency of the Obligee in response to Obligee's project identified as:

SEAFARER'S PARK BANK STABILIZATION PROJECT

which bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 (5) and the procurement document.

NOW, THEREFORE, if the bid submitted by Principal is accepted, and if a contract pursuant to the bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 2025.

PRINCIPAL: _____ **SURETY:** _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

[TABLE WITH 4 COLUMNS: ESTIMATED QUANTITY, UNIT, PRICE, AMOUNT]

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (OAR 137-049-0360)

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award

AGENCY SUPPLIED INFORMATION:

PROJECT NAME: **SEAFARER'S PARK BANK STABILIZATION PROJECT**

BID #: _____ BID CLOSING: Date: **Wednesday, October 15, 2025** Time: **2:00** ☐ AM ☒ PM
REQUIRED DISCLOSURE DEADLINE: Date: **Wednesday, October 15, 2025** Time: **4:00** ☐ AM ☒ PM

Deliver Form To (Agency): City of Warrenton

Designated Recipient (Person):

Agency's Address: **"Sealed bids will ONLY be received and accepted via the online electronic Bid service through www.QuestCDN.com"**

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the bid number and project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name, Category of Work add Dollar Value for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.]
- or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): _____

Contact Name: _____ Phone #: _____

[Faint, illegible text, possibly a watermark or header]

AGREEMENT

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

CITY OF WARRENTON

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

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

ARTICLE I - Scope of the Work

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

SEAFARER'S PARK BANK STABILIZATION PROJECT

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

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

No. _____, dated _____, 2025.

No. _____, dated _____, 2025.

No. _____, dated _____, 2025.

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

ARTICLE II - Time of Completion

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

ARTICLE III – Liquidated Damages

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

ARTICLE IV - Contract Sum

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

ARTICLE V - Progress Payments

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

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

ARTICLE VI - Acceptance and Final Payment

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

ARTICLE VII – General Conditions

GC-1 DEFINITIONS AND ABBREVIATIONS

1.1 DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 ABBREVIATIONS:

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

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

GC-2 BID REQUIREMENTS

2.1 INCLUSION OF BID IN CONTRACT:

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

GC-3 AWARD AND EXECUTION OF CONTRACT

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

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

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

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

3.3 AMOUNT OF CONTRACT:

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

3.4 ESTIMATES OF QUANTITIES APPROXIMATE ONLY:

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

3.5 PERFORMANCE BOND, PAYMENT BOND AND GUARANTEE:

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

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

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

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

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

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

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

3.6 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT:

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

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

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

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

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

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

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

3.7 EXECUTION OF CONTRACT:

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

GC-4 SCOPE OF WORK

4.1 INTENT OF THE PLANS AND SPECIFICATIONS AND CONTRACT:

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

4.2 DEVIATION FROM THE PLANS:

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

4.3 INTERPRETATION OF CONTRACT, SPECIFICATIONS AND PLANS:

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

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

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

4.4 PLANS, SHOP AND SUPPLEMENTAL DRAWINGS:

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

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

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

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

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

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

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

4.5 INCREASED OR DECREASED QUANTITIES:

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

4.6 CHANGES IN WORK:

4.6.01 Changes Requested by the Contractor:

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

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

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

4.6.02 Changes Initiated by the Owner:

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

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

4.7 CHANGED CONDITIONS:

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

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

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

4.8 EXTRA WORK:

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

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

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

4.9 CLAIMS FOR EXTRA COMPENSATION:

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

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

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

4.10 RECORDS:

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

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

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

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

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

4.11 NO COMPENSATION:

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

4.12 COMPENSATION FOR STANDBY:

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

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

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

order parts or equipment, etc.;

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

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

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

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

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

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

GC-5 CONTROL OF THE WORK

5.1 AUTHORITY OF THE ENGINEER:

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

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

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

5.2 AUTHORITY AND DUTIES OF INSPECTORS:

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

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

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

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

5.3 INSPECTION:

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

5.4 RESPONSIBILITY OF THE CONTRACTOR:

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

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

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

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

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

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

5.5 NOTICE TO CONTRACTORS:

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

5.6 NOTICE BY CONTRACTORS:

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

5.7 UTILITIES AND EXISTING IMPROVEMENTS:

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

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

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

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

5.8 SURVEY SERVICE:

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

5.9 PROTECTION OF SURVEY MARKERS:

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

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

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

5.10 USE OF LIGHT, POWER AND WATER:

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

5.11 VERBAL AGREEMENTS:

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

5.12 UNAUTHORIZED AND DEFECTIVE WORK:

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

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

5.13 CLEANUP:

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

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

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

5.14 FINAL TRIMMING OF WORK:

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

5.15 FINAL CLEAN UP:

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

5.16 FINAL INSPECTION:

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

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

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

5.17 OWNERSHIP AND USE OF DOCUMENTS:

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

GC-6 CONTROL OF MATERIALS AND EQUIPMENT

6.1 TRADE NAMES, APPROVED EQUALS OR SUBSTITUTIONS:

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

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

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

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

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

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

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

6.2 TESTS OF MATERIALS:

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

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

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

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

6.3 STORAGE OF MATERIALS:

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

6.4 DEFECTIVE MATERIALS:

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

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

6.5 ORDERING MATERIALS:

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

6.6 MATERIALS FURNISHED BY THE OWNER:

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

6.7 MANUFACTURER'S DIRECTIONS:

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

6.8 EQUIPMENT APPROVAL DATA:

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

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

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

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

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

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

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

6.9 GUARANTEE PERIOD:

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

GC-7 LEGAL RELATIONS AND RESPONSIBILITIES

7.1 LAWS AND REGULATIONS:

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

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

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

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

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

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

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

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

Federal

Department of the Interior

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

Department of Labor

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

Oregon State Agencies

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

Local Agencies

- City Councils
- Board of County Commissioner

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

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

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

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

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

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

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

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

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

7.2 PERMITS AND LICENSES:

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

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

7.3 PATENTED DEVICES, MATERIALS, AND PROCESSES:

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

7.4 USE OF PREMISES:

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

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

7.5 COOPERATION WITH OTHER CONTRACTORS:

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

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

7.6 LABOR AND EQUIPMENT:

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

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

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

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

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

7.7 PUBLIC SAFETY AND CONVENIENCE:

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

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

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

7.8 BARRICADES, WARNING SIGNS, AND FLAGGERS:

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

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

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

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

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

7.9 SAFEGUARDING OF EXCAVATIONS:

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

7.10 USE OF EXPLOSIVES:

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

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

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

7.11 PERSONAL SAFETY:

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

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

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

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

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

7.12 PROTECTION OF WORK AND PROPERTIES:

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

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

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

7.13 RESTORATION OF DAMAGED PROPERTY:

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

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

7.14 RESPONSIBILITY FOR DAMAGES:

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

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

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

7.15 TRESPASS:

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

7.16 CONTRACTOR'S RESPONSIBILITY FOR WORK:

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

7.17 NO WAIVER OF LEGAL RIGHTS:

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

7.18 INSURANCE:

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

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

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

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

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

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

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

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

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

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

7.19 PAYMENT OF OBLIGATIONS:

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

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

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

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

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

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

7.20 SUIT OR ACTION:

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

GC-8 PROSECUTION AND PROGRESS

8.1 PROSECUTION OF WORK:

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

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

8.2 LIMITATIONS OF OPERATIONS:

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

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

8.3 CONTRACTOR TO HAVE REPRESENTATIVE ON WORK:

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

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

8.4 TEMPORARY SUSPENSION OF THE WORK:

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

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

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

8.5 PROTECTION OF WORK DURING SUSPENSION:

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

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

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

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

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

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

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

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

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

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

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

8.7 EARLY TERMINATION:

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

8.8 ANNULMENT AND CANCELLATION OF CONTRACT:

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

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

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

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

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

8.9 USE OF COMPLETED OR UNCOMPLETED PORTIONS:

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

8.10 RIGHT OF OWNER TO DO WORK:

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

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

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

8.12 LEGAL ACTIONS CONCERNING THE WORK:

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

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

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

8.13 CERTIFICATE OF COMPLIANCE:

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

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

8.14 COMPLETION AND ACCEPTANCE:

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

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

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

GC-9 MEASUREMENT AND PAYMENT

9.1 MEASUREMENT OF QUANTITIES:

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

9.2 SCOPE OF PAYMENT:

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

9.3 ALTERATION IN DETAILS OF CONSTRUCTION:

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

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

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

9.4 QUANTITIES AND LUMP SUM PRICES:

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

9.5 PAYMENT FOR FORCE ACCOUNT (EXTRA) WORK:

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

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

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

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

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

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

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

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

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

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

9.6 FORCE ACCOUNT BILLS:

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

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

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

9.7 ELIMINATED ITEMS:

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

9.8 PROGRESS PAYMENTS:

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

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

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

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

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

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

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

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

9.9 ADVANCES ON MATERIALS:

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

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

material, the Contractor shall make available to the Engineer such invoices, freight bills, and other information concerning the materials in question, as the Engineer may request. Should there be reasonable evidence, in the opinion of the Engineer, that the Contractor is not making prompt payments for material on hand, allowances for material on hand will be omitted from progress payment.

9.10 ALLOWANCE FOR MATERIALS LEFT ON HAND:

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

9.11 FINAL PAYMENT:

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

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

9.12 ACCEPTANCE OF FINAL PAYMENT:

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

9.13 SUSPENSION OF PAYMENTS:

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

9.14 FINAL GUARANTEE:

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

9.15 PAYMENTS:

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

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

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

CITY OF WARRENTON:

By: _____

Title: _____

ATTEST: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Address: _____

E-mail: _____

ATTEST: _____

Title: _____

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PERFORMANCE BOND

Bond No. _____

Solicitation _____ N/A _____

Project Name: **SEAFARER'S PARK BANK STABILIZATION PROJECT**

_____(Surety #1) Bond Amount No. 1: \$ _____

_____(Surety #2)* Bond Amount No. 2:* \$ _____

** If using multiple sureties*

Total Penal Sum of Bond: \$ _____

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Warrenton the plans, specifications, terms and conditions of which are contained in the above-referenced Project;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Warrenton and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond, nor shall the City of Warrenton be obligated for the payment of any premiums.

This bond is given and received under authority of ORS 279C.380, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 2025

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

PAYMENT BOND

Bond No. _____

Solicitation _____ N/A _____

Project Name: **SEAFARER'S PARK BANK STABILIZATION PROJECT**

_____(Surety #1) Bond Amount No. 1: \$ _____

_____(Surety #2)* Bond Amount No. 2:* \$ _____

* If using multiple sureties

Total Penal Sum of Bond: \$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Warrenton the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Warrenton the plans, specifications, terms and conditions of which are contained in above-referenced Project;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Warrenton and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the State on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Warrenton be obligated for the payment of any premiums.

This bond is given and received under authority of ORS 279C.380, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 2025

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

CERTIFICATE OF COMPLIANCE

City of Warrenton
45 SW 2nd Street/P.O. Box 250
Warrenton, OR 97146

ATTN: Kevin Gorman, PW Director

PROJECT NAME: SEAFARER'S PARK BANK STABILIZATION PROJECT

PROJECT LOCATION: Hammond, Oregon

I hereby certify that:

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

Authorized Signature _____
[Contractor]

[Date]

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TECHNICAL SPECIFICATIONS

DIVISION ONE – GENERAL REQUIREMENTS

SECTION 101 – SUMMARY OF WORK

101.1 THE PROJECT:

The work of this project will take place in Hammond, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following: Remove and Replace the existing rock/rubble embankment on the south bank adjacent to the Seafarer's Park viewpoint. The work will be accomplished in the Fall/Winter of 2025.

In general, the elements of work include, but are not limited to:

1. Excavation and Waste haul Existing rip-rap/rubble.
2. Placement of Type 2 Riprap Geotextile Fabric.
3. Placement of ODOT, 3" Well Graded fill.
4. Placement of ODOT, Class 700 Riprap.
5. Placement of HMAC surface restoration.
6. Placement of topsoil and finish grading Park surface restoration.

These specifications in conjunction with applicable provisions or other parts of the specifications and the plans shall govern the character and quality of equipment, material, construction procedures and workmanship for work under this contract.

In the event of a conflict within these specifications or the construction plans, the most stringent shall apply. In the event that these specifications are silent, the most current edition of ODOT/APWA shall be used.

101.2 WORK SEQUENCE:

The Contractor shall schedule work to maintain the public's continuous access to those properties having driveways, main access and delivery routes on streets to be paved. The Contractor shall include in the contract sum sufficient funds as may be required for delays and interruptions of work caused by the public's continuous use and continuous access to those properties abutting streets to be paved. No additional payment to the Contractor will be allowed on account of the Contractor's failure to anticipate such costs.

101.2.01 Traffic Control – The Contractor shall furnish and place traffic control barricades and signs according to the MUTCD and ODOT specifications in order to allow the public access to those residences on streets to be paved. The Contractor shall coordinate directly with the residences that will be impacted by the daily work and make all necessary arrangements to assist their entering and exiting of their residence. The Contractor shall use cones, delineators, detour signs and barricades to keep vehicular and pedestrian traffic out of the immediate construction zone of the Contractor. All signs and barricades must be approved by the City of Warrenton and the Engineer prior to ordering. See Section 157 of these specifications.

101.2.02 Contractor's Construction Equipment – All construction equipment shall be so parked so as not to disrupt normal two-way traffic along side streets and so as not to block any vehicular or pedestrian access to adjoining properties. Any damage to the existing roadway, utilities, drainage system or shoulders shall be repaired to the City's satisfaction at the Contractor's expense.

Steel tracked equipment shall not be used on paved surfaces that are not to be replaced. If steel tracked equipment cannot avoid moving across these asphalt surfaces, protection measures shall be used such as steel plates, plywood or other means to protect the remaining surface. Any surface damaged by steel tracked equipment shall be repaired or replaced to the satisfaction of the Owner at the Contractor's expense.

101.3 OWNER'S RIGHTS UPON THE PREMISES:

The Owner, on behalf of both the public and the City of Warrenton, reserves the right to enter upon the premises, to use same, or to use parts of the work before substantial or final completion of the work, it being understood that such use by the Owner and the public in no way relieves the Contractor from full responsibility for the entire work until final completion of the contract.

END OF SECTION 101

SECTION 104 – COORDINATION

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center. (Note: The telephone number for the Oregon Utility Notification Center is 1-(503) 232-1987 or 1-(800) 332-2344.)

The work of this project involves underground and overhead utilities, and public rights-of-way. The Contractor shall coordinate all work with the following agencies prior to beginning the project.

104.1.01 – City Street Right-of-Way, Storm Drainage System, and Sewer System; City of Warrenton, Public Works Department, or PW Director Kevin Gorman, PW Director, (503) 861-0912, or Twyla Vittetoe, Public Works Dept, (503) 861-0912

104.1.02 – City Storm/Sanitary System: Twyla Vittetoe, (503) 861-0917

104.1.03 – CATV; Spectrum/Charter Communications, Vinny Billeci, (503) 298-0129.

104.1.04 – Telephone Facilities; Centurylink, Mark Briese, (503)983-3781

104.1.05 – Electric Facilities; Pacific Power, Marilyn Brockey, (503) 861-6005.

104.1.06 – Gas Facilities; Northwest Natural Gas, Ryan Winfreeyan Winfree (503) 226-4211 Ext. 2967

104.2 CUTTING AND PATCHING:

104.2.01 Notification – The Contractor shall notify the Engineer at least 3 days prior to any cutting which affects:

- a. the structural integrity of any completed or existing work, or
- b. the weatherproof integrity of any weather-exposed or moisture-resistant work.

104.2.02 Preparation – Prior to any cutting, the Contractor shall provide and maintain adequate temporary support and protection necessary to assure the structural and weatherproof integrity of the affected work. The Contractor shall protect from damage all portions of the exposed work and other portions of the project.

104.2.03 Existing Conditions – After uncovering work, the Contractor shall inspect the existing conditions and report to the Engineer any unsatisfactory or questionable conditions to the Engineer. The Contractor shall not proceed with further work directly related to the existing condition until the Engineer provides further instructions. During this time, the Contractor shall make every effort to continue work on other portions of the project. No additional time or payment to the Contractor will be allowed on account of the Contractor's failure to schedule alternate work accordingly.

104.3 MEASUREMENTS:

Before ordering any materials or doing any work, the Contractor shall verify all measurements on the project and shall be responsible for the correctness of the same. No additional payment to the Contractor will be allowed on account of difference between actual dimensions and measurements indicated on the plans.

END OF SECTION 104

SECTION 106 – REGULATORY REQUIREMENTS

106.1 PERMITS AND FEES:

The Contractor shall procure all construction permits, performance bonds and licenses required by all approving agencies. The work of this project falls under the jurisdiction of the City of Warrenton and ODOT. The Contractor shall conform to all jurisdiction and permit requirements of the governing agencies when working within the public right-of-way.

Work hours are to be between 7:00 AM and 6:00 PM, Monday through Friday. Any deviation from this schedule must be requested by the Contractor in writing and receive approval from the City. The Contractor shall obtain a City of Warrenton Business License before starting construction.

END OF SECTION 106

SECTION 120 – PROJECT MEETINGS

120.1 PRECONSTRUCTION CONFERENCE:

Immediately after signing the Agreement and prior to the start of any work, the Contractor, the Engineer and the Owner shall meet together to review procedures for ensuring the smooth progress of the work and to discuss any other items requiring clarification.

120.2 WEEKLY PROGRESS MEETINGS:

Periodic project meetings between the Contractor and the Engineer shall be scheduled by the Engineer throughout the construction process on a weekly basis to discuss coordination and scheduling of construction activities. In general, such meetings shall be held each Monday morning on the project site. The Contractor shall inform the Engineer of the project schedule and construction activities planned for the coming week and shall provide a verbal update to the Engineer on the project schedule for the actual work completed through the end of each week.

END OF SECTION 120

SECTION 130 – SUBMITTALS

130.1 GENERAL:

The Contractor shall be required to submit to the Engineer, the following submittals.

1. Project Plan and Construction Schedule
2. Shop Drawings, Product Data, and Samples
3. Dewatering Plan,
4. Traffic Control Plan
5. Aggregates
6. HMAC Design Mix
7. Schedule of Unit Values
8. Survey Services Notes and Slopes Stakeout

130.2 CONSTRUCTION SCHEDULE:

130.2.01 – Project Schedule - The anticipated construction schedule is set forth in the Instructions to Bidders and all work shall be completed in dry weather, in accord with the Contractor's submitted Schedule. Prior to commencing work on the project, the Contractor shall submit to the Engineer for review, a complete construction schedule detailing the order in which the work will proceed together with an estimated time schedule. If Contractor's submitted schedule and the prosecution of work varies by 2 weeks or more, Contractor shall re-submit a new schedule, and a work plan to complete project on time.

130.3 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES:

130.3.01 Identification – Shop drawings, product data, and samples shall be dated and contain: Name of project; description or names of equipment, materials and items; identification of locations at which the equipment, materials or items are to be installed.

130.3.02 Transmittals – Submission of shop drawings, product data, and samples shall be accompanied by transmittal letter, in duplicate, containing project name, Contractor's name, number of drawings, data and samples, and titles.

130.3.03 Quantity – Unless otherwise specified, the number of shop drawings, product data, and samples which the Contractor shall submit and, if necessary, resubmit shall be the number of copies that the Contractor requires to be retained plus two copies which will be retained by the Engineer.

130.3.04 Record Drawings – Contractor shall submit Record Drawings to the Engineer or City upon completion of construction. Any associated warranty information, manuals, cut sheets, etc. pertinent to the construction shall also be submitted.

END OF SECTION 130

SECTION 151 – TEMPORARY FACILITIES AND CONTROLS

151.1 TEMPORARY ELECTRICITY:

The Contractor will provide and pay all charges for a source of power. The Contractor shall provide his own extension cords, temporary lighting lamps and wiring for his work. Heavy or special power sources required for welders, etc., shall be provided by the Contractor by the use of generators or making his own arrangements with the Power Company and pay all costs for same.

151.2 TEMPORARY WATER

151.2.01 Temporary Water for Construction Use – The Owner will designate fire hydrants within or near the project as a source of water for construction use. The Contractor shall operate such hydrants in an approved manner. The Contractor shall provide valves, hoses, extensions, and nozzles as required. Water usage shall be metered with hydrant flow meter as provided by the City with approved backflow device.

151.2.02 Temporary Water Service – If existing water lines are to be out of service during the course of construction, the Contractor shall provide and maintain temporary water service to all properties affected. All details of such temporary service shall be subject to the approval of the Engineer.

151.3 TEMPORARY SANITARY FACILITIES:

151.3.01 Temporary Facilities for Workmen – The Contractor shall furnish, install, and maintain adequate sanitary facilities for the workmen. All such facilities shall comply with governing health regulations.

151.4 TEMPORARY FIRE PROTECTION

The Contractor shall maintain adequate access for firefighting and other emergency equipment to those properties abutting the project. Where the Contractor is working in a public roadway or private driveways, as a minimum requirement, at the end of each day of work on the project, the Contractor shall construct, rough grade and keep clear a 12 foot wide lane upon the existing ground surface over the roadway or driveway.

151.5 TEMPORARY SIGNS

All signs posted on the job site shall be approved by the Engineer. All signs shall conform to applicable Oregon State Department of Transportation standards and the Manual of Uniform Traffic Control Devices, (MUTCD).

151.6 MEASUREMENT AND PAYMENT

All temporary facilities and construction will be paid for as a single lump sum item at the contract price for "Mobilization". Payment shall constitute full compensation for supplying all labor, equipment and materials, constructing, installing, maintaining and removing all temporary facilities and construction specified herein.

END OF SECTION 151

SECTION 157 – TRAFFIC REGULATION

157.1 BARRICADES, WARNING SIGNS, AND FLAGMEN:

The Contractor shall at their expense and without further or other order provide, erect and maintain at all times during the progress or temporary suspension of the work suitable barricades, fences, signs, or other adequate warnings or protection, and shall provide, keep and maintain such danger lights, signals, and flagmen as may be necessary or as may be ordered by the Engineer to ensure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights which shall be suitably distributed across the roadway and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be suitably painted to increase their visibility at night. Failure of the Engineer to notify the Contractor to maintain barriers, lights, signals, or flagmen shall not relieve the Contractor from this responsibility.

In conjunction with the required general traffic control work, the Contractor shall furnish and maintain the temporary signs and ODOT Type III barricades, including a certified flagger as detailed on the Traffic Control Plan.

If flagmen are necessary for the purpose of protection and safety to traffic, such flagmen shall be furnished at the Contractor's expense. The signs to be furnished and used by the Contractor in directing, controlling and safeguarding traffic shall conform to the standard sign designs in use by ODOT/MUTCD.

157.2 TRAFFIC ON LOCAL STREETS:

The Contractor shall allow minimum one-way traffic in Hammond to all residences. The Intersections may be temporarily closed to through traffic in accordance with Section 157 of these specifications. The Contractor shall furnish and place traffic control barricades and signs in order to allow the public access to properties. Signs shall be placed at each end of the project, including all side streets. The Contractor shall use additional cones, delineators and barricades to keep vehicular and pedestrian traffic out of the immediate construction zone of the Contractor. See Section 157 of these specifications.

157.3 PEDESTRIAN ACCESS:

The Contractor shall so conduct their operations as to cause the least possible obstruction and inconvenience to the public and the Owners and occupants of abutting properties and their visitors. The Contractor shall maintain convenient pedestrian access at all times along all walking paths abutting the project. Project security as related to pedestrian access shall be the responsibility of the Contractor.

157.4 MEASUREMENT AND PAYMENT:

The Contractor shall include in the contract bid sum, sufficient funds as may be required for supplying all labor, equipment and materials necessary for the proper regulation of traffic. This will be paid for under the bid item for "Temporary Protection and Direction of Traffic".

END OF SECTION 157

SECTION 160 – MATERIALS AND EQUIPMENT

160.1 TRANSPORTATION AND HANDLING:

The Contractor shall arrange for all product and material deliveries in accordance with the project schedule to avoid any unnecessary delays. Products and materials shall be delivered undamaged, in the manufacturer's original packaging, and with legible identifying labels intact. Immediately upon delivery, the Contractor shall inspect all products for compliance with the contract documents.

160.2 STORAGE AND PROTECTION:

The Contractor shall store all products according to manufacturer's instructions. Before and after installation, the Contractor shall protect all products from damage and discoloration.

160.3 PRODUCT SUBSTITUTIONS AND OPTIONS:

160.3.01 Substitutions – Substitutions will be considered, however, only substitutions approved by the Engineer shall be incorporated in the work. Each request for product substitution shall be made to the Engineer in writing and shall include:

- a. The identification of the specified product.
- b. The identification of the proposed substitution complete with manufacturer's literature and other information necessary for evaluation.
- c. All changes required in other work as a result of the proposed substitution.
- d. All cost increases as a result of the proposed substitution.
- e. Contractor shall provide a purchase order for the Engineer to evaluate proposed substitutions and/or subsequent approval by the City.

The Engineer shall be the sole judge of the acceptability of each proposed substitution.

160.3.02 Contractor's Options:

160.3.02A - For products specified by general standards, such as ASTM, etc., the Contractor shall select any product meeting the specified standard.

160.3.02B - For products specified by naming several manufacturers, the Contractor shall select any product manufactured by a specified manufacturer meeting the specifications.

160.3.02C - For products specified by "or approved equal", the Contractor shall submit requests for substitution as specified above.

160.3.03 Inappropriate Products and Methods - If the Contractor believes that any specified product, method, or system is inappropriate for use, they shall so notify the Engineer before performing the work in question. Start of work shall constitute acceptance on the part of the Contractor that the specified products, methods, and systems are appropriate for the specified use.

END OF SECTION 160

SECTION 170 – CONTRACT CLOSEOUT

When all on-site paving, shoulder rock at street crossings and related work is completed, including site cleanup, the Contractor shall notify the Engineer in writing that the project is ready for final inspection. The Engineer will make an inspection within **15** calendar days of receiving notification. The Engineer will notify the Contractor, in writing, within **10** calendar days thereafter. If all construction work required by the contract is found complete and satisfactory, this inspection will constitute the final inspection.

If any work is found incomplete or unsatisfactory, the Engineer will give written instructions as to what shall be done to satisfactorily complete the work. After complying with the Engineer's instructions, the Contractor shall follow the above procedures of notification, requesting a final inspection.

The Engineer will issue a notice to the Contractor when all the following work is satisfactorily completed:

DIVISION ONE – GENERAL REQUIREMENTS
SEAFARER'S PARK BANK STABILIZATION PROJECT

TS - 6
NC CIVIL Project No. 24016War

- a. All work required under the contract;
- b. All change order work;
- c. The final trimming and cleanup work; and,
- d. All required certifications, bills, forms, and other documents are received from the Contractor.

170.2 PROJECT SITE CLEAN-UP:

Prior to the release of the retainer, the project site shall be cleared of any debris, trash, construction materials, or any other materials left on the site as a result of paving and striping construction of the project. As the work progresses and immediately after completion of the work, the Contractor shall clean up and remove all refuse and unused materials of any kind resulting from the work. If the Contractor fails to commence the cleanup within 24 hours after directed by the Engineer, the Engineer may have the work performed by others. The cost shall be borne by the Contractor and may be deducted from payments due or to become due to the Contractor. After work is completed and before final acceptance of the work, all areas affected by the work shall be neatly finished and all equipment, temporary structures, rubbish and waste shall be removed from the work area.

END OF SECTION 170

END OF DIVISION ONE

DIVISION TWO – SITEWORK

201.1 DESCRIPTION:

Mobilization shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for work on the project for traffic control; for premiums on bond and insurance for the project, and for other temporary work and operations which the Contractor must perform or costs he must include before beginning work on the project.

201.2 MATERIALS:

The Contractor shall provide all materials required to accomplish the work as specified.

201.3 CONSTRUCTION:

201.3.01 General - The Contractor shall set up construction facilities in a neat and orderly manner within designated or approved work areas.

201.4 MEASUREMENT AND PAYMENT:

201.4.01 Measurement for the performance of the mobilization work as above specified will be made at the lump sum amount for the item "Mobilization." The amounts to be allowed for "Mobilization" in the progress payment to be made under the contract price will be made as follows:

1. When 5% of the total contract amount, as modified by change order, is earned from other bid items, not including advances on materials, 50% of the amount bid for mobilization, or 5% of the total original contract amount, whichever is the least, less normal retainage, will be paid.
2. When 10% of the total contract amount, as modified by change order, is earned from other bid items, not including advances on materials, 100% of the amount bid for mobilization, or 10% of the total original contract amount, whichever is the least, less normal retainage, will be paid.
3. Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10% of the total original contract amount will be paid.

The above schedule of progress payments for mobilization shall not limit or preclude progress payments otherwise provided by the contract.

END OF SECTION 201

SECTION 202 – TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC

202.1 DESCRIPTION:

This work consists of furnishing, installing, moving, operating, and maintaining signs, barricades, and other traffic control devices throughout the area affected by the project. This item of work also requires coordination and permitting by ODOT.

202.2 MATERIALS:

All materials used in temporary installations under this Section shall be in conformance with ODOT - MUTCD Specifications.

202.3 CONSTRUCTION:

202.3.01 General - Protective and directional devices shall be provided by the Contractor as required, in addition to the specific signs and barricades shown on the Traffic Control Plan. The devices and their placement shall conform to the requirements of the ODOT specifications.

202.3.02 Contractor's Plan and Schedule - Prior to beginning the work, the Contractor shall submit a proposed Traffic Control Plan for protective and directional measures in compliance and approved by the Engineer. During the performance of the work, the Contractor shall submit any proposed revisions to the plan for the Engineer's approval. No work shall be started on any stage of construction until the Contractor's Traffic Control Plan has been approved and all approved traffic control devices are in place.

During construction, the Contractor shall determine if any protective and directional devices are required in addition to those in place and shall immediately notify the Engineer. The Contractor shall immediately make any changes approved or directed by the Engineer but shall not place or remove devices without prior approval from the Engineer.

202.3.03 Maintenance - The Contractor shall maintain all traffic devices in proper position, clean, and legible at all times. Vegetative growth or other materials shall be trimmed or removed to permit clear vision of the devices. Lights, beacons, and flashers shall be kept clean, visible and operable. The effectiveness of the installations shall be verified at frequent intervals, both in daylight and dark, by actual travel and inspection by the Contractor. Devices damaged or destroyed by any means shall be repaired, replaced, or restored by the Contractor.

The Contractor shall have a person on the job during working hours and on call at all other times, who will maintain all directional and warning devices in proper position and condition. The name and phone number for that person shall be on file with the Engineer and local law enforcement agencies.

202.3.04 Barricades, Signs and Temporary Devices used under these provisions remain the property of the Contractor and shall be moved, removed, or made inoperative as occasion dictates during the life of the contract. Inappropriate temporary or existing signs shall be covered or turned to preclude visibility to traffic. Flags shall be removed or rolled and completely covered with an opaque, black, non-reflective sheath. Upon completion of the work, the devices shall be removed from the project and evidence of their existence obliterated.

202.3.05 Flaggers shall have satisfactorily completed approved training courses.

202.3.06 Lane Closures - The Contractor shall obtain the Engineer's approval of proposed methods and timing of lane closures.

202.3.07 Obstruction of Traffic - The Contractor shall conduct work to assure the least possible obstruction to traffic. Work which would restrict or interrupt traffic movement shall not be performed on opposite sides of the traveled way at the same time. See also Section 101.2 Construction Sequencing.

202.4 MEASUREMENT AND PAYMENT:

202.4.01 General - Measurement and payment for temporary protection and direction of traffic will include but not necessarily be limited to, the following work items:

- a. Furnishing and installing tubular markers, flashers, and other traffic control devices not covered by other pay items;
- b. Maintaining, moving and removing all devices;
- c. Placing, maintaining, and removing temporary sign covers;
- d. Providing for and furnishing electrical energy;
- e. Cleaning up and removing devices destroyed or damaged by public traffic;
- f. Furnishing, placing, maintaining, and removing temporary crushed rock ramps at driveways for temporary access;

- g. Maintaining all directional and warning devices; and
- h. Furnishing all other labor, materials, and equipment necessary to perform the temporary protection and direction of traffic.

202.4.02 Lump Sum Basis - Temporary protection and direction of traffic will be paid for on a lump sum basis for all required work. The Contractor shall include in the contract bid sum, sufficient funds as may be required for supplying all labor, equipment and materials necessary for the proper regulation of traffic. This will be paid for under the bid item for "Temporary Protection and Direction of Traffic".

END OF SECTION 202

SECTION 203 – SURVEY SERVICE-CONSTRUCTION LINE & GRADES

203.1 DESCRIPTION:

This item includes all work necessary for a survey crew (licensed in the State of Oregon) to stake out the construction line and grades for the Seafarer's Bank Stabilization. It also includes setting bench marks for the Contractor to check into prior to excavation of the toe trench. Survey details shall be submitted to the Engineer for review at least **5 days** prior to actual stake out, per **Submittal Section 130**, (of these specifications). The Engineer will provide AUTOCAD drawings for the Contractor's use.

203.2 MATERIALS:

The Surveyor will provide staking with wooden hubs and marker laths for each interval.

203.3 CONSTRUCTION:

The Contractor, Surveyor, Engineer, and the City shall hold a survey coordination meeting before the start of construction. The survey details submitted in the required submittals along with the Engineer's requirements shall form the basis of this meeting.

203.4 MEASUREMENT AND PAYMENT:

203.4.01 Measurement for all construction survey activities will be made per lump sum basis at the contracted price in the Bid Worksheet

203.4.02 Payment will be made at the contract price and shall constitute full compensation for all survey materials, services, and field staking.

END OF SECTION 203

SECTION 205 – DEMOLITION

205.1 DESCRIPTION:

This item includes all work necessary for the demolition, removal and disposal of all pavement, curbs, driveways, sidewalks and abandoned pipelines within the designated limits and to preserve from injury or damage such objects and structures as are designated to remain in place.

This item also includes the disposal of unsuitable and excess excavated material within the designated limits.

205.2 MATERIAL:

205.2.01 No disposal site will be provided by the Owner. The Contractor shall dispose of all excess material not required elsewhere on the project, make arrangements for disposal and bear all cost related thereto. All details for the use of such site shall be the responsibility of the Contractor. Written permission to place material on private property shall be obtained by the Contractor from the property owner or other responsible party prior to placing

the material thereon, and evidence of such permission shall be furnished the Engineer. The permit shall be in writing and shall be so phrased as to absolve the Owner from any and all responsibility in connection with the placing of material on said property.

205.2.03 Disposal of Removed Materials - The Contractor shall dispose of all removed pipelines, materials, unsuitable and excess material not required elsewhere on the project.

205.3 CONSTRUCTION:

205.3.01 Public streets used by the Contractor between the project site and all disposal sites shall be kept free and clear of any and all debris resulting from the Contractor's demolition activity.

205.3.02 Asphalt surfaces designated to remain, and which will abut new asphalt surfaces shall be sawcut to a neat and straight edge. The Contractor shall pre-cut all existing pavement before commencing excavation. All saw cuts shall be made with a concrete saw. Where the Contractor fails to protect the cut edges during trenching and backfilling, the Contractor shall be required, at the Contractor's expense, to re-cut the edges prior to repairing the pavement.

205.4 MEASUREMENT AND PAYMENT:

205.4.01 Measurement and payment for all demolition activities will be made according to the following items:

205.4.01A Asphalt Pavement Demolition will be measured and paid for on a square yard basis of the gross surface area of pavement designated and actually removed under the bid item "Asphalt Pavement & Concrete Demolition."

205.4.02 Payment will be made at the appropriate contract price and shall constitute full compensation for all demolition work, loading, hauling, disposal and disposal site activities.

END OF SECTION 205

SECTION 220 – EARTHWORK

220.1 DESCRIPTION:

This item includes all work necessary for excavating cuts, embankments, slopes, fills, and all other earth-moving work required in the construction of the project including disposal of all surplus material.

All excavation covered in this item shall be unclassified excavation regardless of the type, nature or condition of the materials encountered. The Contractor shall assume full responsibility to estimate the kind and extent of the various materials to be encountered in order to accomplish the work.

220.2 MATERIALS:

220.2.01 Disposal of Unsuitable and Excess Material - The Contractor shall dispose of all unsuitable and excess material not required elsewhere on the project according to Section 210.3.02.

220.3 CONSTRUCTION:

220.3.01 Embankments and fills shall be placed in approximately horizontal layers of a maximum of 8 inches in thickness, each layer being separately and thoroughly compacted.

220.3.02 Excavation and grading shall be to the lines and grades as shown on the plans and as staked by the Engineer. The Contractor shall trim all roadbeds, parking areas ditches and other excavations and embankments to the established lines and grades. All surfaces shall be left in a neat and well-finished condition prior to the time the project is completed and accepted. Immediately prior to completion of the

earthwork, the Contractor shall clean the entire roadway right-of-way area of debris and foreign matter of all kinds and dispose of as directed.

220.3.03 Roadway subgrade shall be excavated and shaped to line, grade, and cross-section as shown on the plans and as staked by the Engineer. The Contractor shall remove all soft or otherwise unsuitable material as directed and replace with suitable material from the excavation.

220.3.04 Compaction - See Section 223

220.4 MEASUREMENT AND PAYMENT:

220.4.01 - Earthwork will be measured by the cubic yard in-place basis for all general excavation of materials within the designated limits and paid for under the bid item for General Excavation & General Fill, including loading of all materials into trucks and disposal of all excess material. This item will also include contractor coordination with the City of Warrenton in coordinating placement of landscape materials that the property owner wishes to salvage.

220.4.02 - Payment will be at the contract price per cubic yard and shall constitute full compensation for all work specified herein. Contractor shall supply truck tickets for all disposal work at the end of each work day to the City or Engineer as requested.

END OF SECTION 220

SECTION 223 – SUBGRADE

223.1 DESCRIPTION:

This work consists of the preparation of the subgrade. Subgrade is defined as the area of new, compacted sand or aggregate upon which additional materials are to be placed as a part of work covered in other Sections or by future work. All subgrade on this project is classified as untreated subgrade.

223.1.01 Untreated Subgrade - The top 1 foot of material placed in embankments or removed from cuts in the normal grading which is brought to true line and grade, shaped and compacted to provide a foundation for the materials making up the bank stabilization..

223.2 MATERIALS:

223.2.01 Soil - The native ground on this project is known and classified in the APEX Geotechnical Letter, which are part of these specifications..

223.3 CONSTRUCTION:

223.3.01 Preparation - Prior to starting subgrade work, including backfill, all underground work contemplated in the area of the subgrade shall be completed. This requirement includes work by the Contractor, by the Owner, or by others. The Contractor shall drain all depressions or ruts which contain water.

223.3.02 Untreated Subgrade - The Contractor shall remove unsuitable material as directed and replace with approved material. The subgrade shall be excavated and shaped to line, grade, and cross section and then scarified and compacted to the specified density. Compaction shall extend to a line 1 foot beyond the edge of the paving curbs or forms and to a depth of 12 inches below final subgrade.

223.3.03 Moisture Content – Moisture Content at the time of compacting the subgrade materials shall be prepared to within -4% to +2% of optimum moisture content. Material which does not contain sufficient moisture to obtain proper compaction shall be wetted and thoroughly mixed as directed. Subgrade areas which too wet to be compacted to specified density, but which in the judgment of the Engineer otherwise meet the requirements, shall be scarified and aerated to provide -4% to +2% of optimum moisture content. The upper 12 inches of the subgrade shall be scarified and dried by manipulation, aeration, drainage, or other means before being compacted. The Engineer may authorize the removal of excessively wet material and/or the use of additional stabilizing of material as extra work.

223.3.04 Tolerances - The Contractor shall rework areas found to be deficient in thickness by more than 0.04 foot, except that fresh stabilizing material shall be added in an amount equal to one half of the original amount. The Contractor shall accomplish all reworking at no expense to the Owner.

The finished surface of untreated subgrade shall not vary more than 0.04 foot from established grade and cross section at any point. The Finished surface, when tested with a 10 foot straightedge, shall not vary from the testing edge by more than 0.04 foot at any point.

223.3.05 Compaction equipment for roadway subgrade shall be standard steel wheeled rollers or vibratory rollers capable of meeting the specified density requirement.

223.3.06 Compaction equipment for curb, gutter, and sidewalk subgrade shall be mechanical vibrators or impact tampers. All compaction equipment shall provide compaction of demonstrated equivalency to that of a standard steel wheeled or vibratory roller.

223.3.07 Compaction - The required density of untreated subgrade materials within the roadway section shall be not less than 95% of maximum density as determined by AASHTO T180 (modified Proctor).

If the specified compaction is not obtained, the Contractor shall notify the Engineer. The Contractor may be required to use a modified compaction procedure or apply additional compaction effort. If approved materials meeting the specifications can be compacted to the required density regardless of compaction effort

or method, the Engineer may reduce the required density or direct that alternate materials be used. In no case shall finishing and compaction of the subgrade proceed until the Contractor is able to compact the material to the satisfaction of the Engineer.

223.4 MEASUREMENT AND PAYMENT:

223.4.01 Untreated subgrade will be considered incidental work. Subgrade preparation will not be a separate bid item. All work required to be accomplished under this section shall be included in the pay item for Aggregate Base Course.

223.4.02 Incidental Work - When not listed in the bid schedule, draining water from the subgrade; smoothing the subgrade in preparation for staking; blading, shaping, compacting and wetting the subgrade, including roadbed, excavating, transporting and placing onsite materials, road grade staking, to final line, grade and cross section, and other anticipated items will be considered incidental work.

223.4.03 Compaction Testing – Compaction testing will be performed periodically by the Owner's compaction testing agency. Tests will be performed upon completion of the Contractor's final compaction efforts. The Owner will provide initial compaction tests for the Contractor. All compaction tests which fail to meet specifications and require additional testing shall be provided and paid for by the Contractor, at no additional cost to the Owner.

END OF SECTION 223

SECTION 224 – AGGREGATE BASES

224.1 DESCRIPTION:

This item includes all work necessary to furnish, place and compact one or more courses of aggregate base, sub-base, or leveling courses on a prepared subgrade, upon which filter fabric has been placed, within the designated limits. This item also includes two sizes of crushed rock, placed per plans.

224.2 MATERIALS:

224.2.01 Bedding Course Aggregate shall be of the designated size ODOT 00280.16 – Construction Entrance Aggregate (3" median diameter angular rock.) This bedding layer shall consist of the median size of the bedding stone of a bedding layer thickness of 1.0 feet (minimum constructible).

224.2.02 Armor Stone Size, shall consist of ODOT Class 700, with a median diameter of 1.3 feet and a median weight of 200 pounds. Given the size of the Class 700 rip rap, the armor layer thickness shall be a minimum of 2.5 feet, and shall meet the requirements of Oregon Standard Specifications subsection 02630.

224.2.03 Acceptance will be based on periodic samples of the material stockpiles and in place prior to compaction by field inspection of Engineer. If the aggregate does not meet the specified requirements, it will be rejected and shall be removed from the project site at the sole expense of the contractor. Similarly, if the aggregate changes in size, appearance or consistency throughout the duration of the project, the Engineer may require proctor samples for the aggregate, and will be taken by the testing agency and paid for by the Contractor.

224.3 CONSTRUCTION:

224.3.01 Preparation of Foundation - All surfaces on which a base is to be constructed shall be firm at the time aggregate is placed thereon. No materials shall be placed on a soft, muddy, or frozen subgrade.

224.3.02 Placing The Contractor shall haul and deposit the material so as to provide a homogeneous mixture of unsegregated and uniformly dispersed materials as placed in position for compacting. The Contractor shall spread and strike off the material to the designated line, grade and transverse slope with surface texture of

uniform appearance without segregation or fracture of material. Compaction of bank stabilization shall be fitting the stones and by bucket tamping.

224.4 MEASUREMENT AND PAYMENT:

224.4.01 Bedding Course Rock Aggregate will be measured and paid for on a per ton, in-place basis to the design grades and limits as staked and as authorized by the Engineer.

224.4.02 Armor Stone Aggregate will be measured and paid for on a per ton, in-place basis to the design grades and limits as staked and as authorized by the Engineer.

224.4.03 Over-Ex & Base Stabilization will be measured and on a cubic yard in-place basis for locations shown on plans or deemed necessary by the Engineer. Measurement will be made of the gross surface area and depth actually installed. Work shall include excavating and hauling unsuitable material, smoothing & compacting the subgrade; blading, shaping, road fabric, base rock, compacting subgrade and rock, and other required items will be considered incidental work.

224.4.04 Payment will be at the unit contract price for the various types of rock and shall constitute full compensation for supplying, placing, grading, compacting and maintaining the aggregate bases and armor stone aggregate.

END OF SECTION 224

SECTION 227 – EROSION CONTROL

227.1 DESCRIPTION:

The Contractor shall construct temporary erosion control structures as shown on the plans and specified herein. The Contractor shall maintain these structures throughout the course of construction as set forth in these specifications.

227.2 SUBMITTALS:

The Contractor shall submit manufacturer's data on the silt fence system and bio-bag materials to the Engineer prior to ordering materials.

227.3 MATERIAL:

227.3.01 Silt fence system shall be the "Envirofence" silt fence system manufactured by Mirafi, Inc., or equal. The height of a silt fence shall not exceed 36 inches (higher fences may impound volumes of water sufficient to cause failure of the structure).

227.3.02 Bio bags shall be 8" inches in diameter, 30 inches long and constructed with 1/2 inch mesh fiber filled with clean wood chips.

227.3.03 Hold down stakes shall be 24 inch long steel rods (1/2 inch diameter), or rebars (#4). Precast concrete blocks, 8" x 8" x 16", shall be used in lieu of stakes on hard surfaces such as asphalt pavement and concrete valley gutters.

227.04 CONSTRUCTION:

227.4.01 - All erosion control products and materials will be installed in accordance with the manufacturer's recommendations and as shown on the plans.

227.4.02 - All erosion control measures shall be left in place until all slope stabilization and/or reseeding efforts are completed and vegetation has taken root, or as directed by the Engineer.

227.4.03 Bio Bag protection for catch basin inlets - Bags shall be placed lengthwise in a single row in a half circle around the catch basin with the ends of adjacent bags pressed together. Each bag shall be securely anchored to the ground and held in place by at least two concrete blocks.

227.4.04 Silt Fences - The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. Where joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum 6 inch overlap, and securely sealed. Posts shall be spaced a maximum of 10 feet apart at the barrier location and driven securely into the ground (minimum of 24 inches). A trench shall be excavated approximately 6" (wide) x 6" (deep) along the line of posts and upslope from the barrier. The trench shall be backfilled and the soil compacted over the filter fabric. Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently seeded and stabilized.

227.4.05 Maintenance of Bio Bags - Bio bags barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall by the Contractor. Close attention shall be paid to the repair of damaged bags, end runs and undercutting beneath bags. Necessary repairs to barriers or replacement of bags shall be accomplished promptly by the Contractor. Sediment deposits should be removed after each rainfall. They must be removed when the level of deposition reaches approximately half the height of the barrier. Any sediment deposits remaining in place after the bio bag barrier is no longer required shall be dressed to conform to the existing grade, prepared and seeded.

227.4.06 Maintenance of Silt Fences - Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall by the Contractor. Any required repairs shall be made immediately by the Contractor. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier still be necessary, the fabric shall be replaced promptly. Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-quarter the height of the barrier.

227.4.07 Removal of Erosion Control Structures - Any material remaining in place after the fence or barrier is no longer required shall be graded to conform to the finished grade and/or reseeded.

227.05 MEASUREMENT AND PAYMENT:

227.5.01 - Measurement for the work as above specified will be made at the contract lump sum amount for the item "Erosion and Sedimentation Control, Stormwater Management & Dewatering".

227.5.02 - Payment for the work as above specified will be made at the contract lump sum amount for the item "Erosion and Sedimentation Control, Stormwater Management & Dewatering". This work shall constitute full compensation for the purchase, installation, maintenance, removal and disposal of all erosion and sedimentation control activities.

END OF SECTION 227

SECTION 250 – ASPHALT CONCRETE PAVEMENT

250.1 DESCRIPTION:

This item includes all work necessary for the construction of hot mix asphalt concrete pavements upon prepared foundations or base surfaces. The Contractor shall provide submittal information to the Engineer for approval on all materials, methods, equipment and HMAC mix design. Such submittal information shall be submitted a minimum of one (1) week prior to construction. Unless otherwise specified, the number of copies of submittal information that the Contractor shall submit shall be the number of copies that the Contractor requires to be returned plus two copies that will be retained by the Engineer.

250.2 MATERIALS:

All materials shall meet the requirements of the ODOT Standard Specifications, 2018 or most current edition, unless specifically noted herein.

DIVISION TWO— CONCRETE WORK

SEAFARER'S PARK BANK STABILIZATION PROJECT

TS - 16

NC CIVIL Project No. 24016War

250.2.01A Asphalt Cement, Additives and Aggregate treatment shall meet the requirements of Section 00744, Hot Mixed Asphalt Concrete (HMAC), ODOT Standard Specifications, 2018 or most current edition, and the requirements of ODOT, Standard Specifications for Asphalt Materials, 2018 or most current edition. Use PG 64-28 asphalt cement.

250.2.01B 2018 Asphalt Cement and Additives – Asphalt Cement and Additives - Furnish the following asphalt cement and additives:

(a) Asphalt Cement - Provide asphalt cement conforming to the requirement of ODOT's publication "Standard Specifications for Asphalt Materials". Copies of the publication are available from ODOT's website. The applicable Specifications are those contained in the current publication on the date the Project is advertised. Use the grade of asphalt that is specified.

(b) Asphalt Cement Additives - Use standard recognized asphalt cement additive products that are of known value for the intended purpose and approved for use on the basis of laboratory tests and capable of being thoroughly mixed. Do not use asphalt cement additives that have detrimental effects on the asphalt material. Do not use silicones as an additive. Add the following asphalt cement additives when required by the JMF:

- Anti-stripping asphalt cement additives to prevent stripping or separation of asphalt coatings from Aggregates to satisfy the TSR specified in 00744.13.
- Asphalt cement admixtures used to aid in the mixing or use of asphalt mixes.

250.2.02 Mineral filler shall conform to the requirements of AASHTO M17. Collector dust may be used as mineral filler, in whole or in part, provided the dust or the resultant mineral filler mixture conforms to the above requirements.

250.2.03 Level 2 HMAC (class) of Concrete and Proportions of Materials – The asphalt concrete mixture shall be of the level (class) as shown on the plans (Level 2 if not shown elsewhere) and shall conform to the requirements of ODOT, Standard Specifications for Asphalt Materials, 2018 or most current edition. The mix design shall be developed by the Contractor and shall meet Section 00744, Hot Mixed Asphalt Concrete (HMAC), ODOT Standard Specifications, 2018 or most current edition.

250.2.04 Tack coat asphalt shall be emulsified asphalt and meet the requirements of Section 00730, ODOT Standard Specifications, 2018 or most current edition.

250.3 CONSTRUCTION:

250.3.01 Foundation Preparation - All bases and foundations shall be constructed to the condition prescribed under the applicable specification. Broken or ragged edges of existing Portland cement concrete or bituminous surfaces underlying or abutting the new pavement shall be trimmed back to firm material. Contact surfaces of structures in the paving area shall be treated with an asphalt tack coat prior to placing the asphalt concrete. Underlying surfaces of Portland cement concrete and designated areas of asphalt-deficient, fine-cracked or spalled bituminous material shall be treated with an asphalt tack coat prior to placing the asphalt concrete.

250.3.02 Preparation and Acceptance of Foundation – In general, aggregate bases will be constructed, graded and compacted by the Contractor. Following the completion of the base rock on that project, those streets shall be available for use by the public for local vehicular traffic to abutting properties, with traffic operations on the aggregate base course. The paving subcontractor for this project shall inspect the aggregate base immediately prior to paving operations and make recommendations to the Engineer for foundation preparation work to prepare the aggregate base for the paving work. Such foundation preparation work will not be considered as additional work but will be included in the normal foundation preparation work described above in this section.

250.3.03 Existing Pavement Surfaces – Existing pavement surfaces shall be cleaned of all loose material, dirt and dust by brooming, by flushing with water or by other approved methods. All vegetation on

existing asphalt surfaces shall be removed by first burning with a torch followed by careful removal of the burned vegetation by scraping and brooming.

250.3.04 Weather Limitations – Asphalt concrete mixtures shall be placed on dry prepared surfaces when the air temperature in the shade and the surface temperature is 55°F (15°C) and warmer. However, the Engineer may permit the Contractor to begin paving work if the temperature is 50°F or above and rising, and in the judgment of the Engineer will be 55°F in a reasonable period of time. Placing any mixture during rain or other adverse weather conditions will not be permitted, except that mix in transit at the time these adverse conditions occur may be laid if the following conditions are met:

- a. Mix is at proper temperature.
- b. Mix is covered during transit.
- c. Mix is placed on a foundation free of standing or flowing water.

250.3.05 Tack coat asphalt shall be applied to existing bituminous and Portland cement concrete surfaces prior to placing asphalt concrete per ODOT Standard Specifications. A tack coat is not required before placing ACP on Aggregate bases. Apply the Emulsified Asphalt with a pressure distributor conforming to ODOT Standard Specification, 00730.22, unless otherwise allowed. Apply the Emulsified Asphalt to the prepared surface at a rate between 0.05 and 0.20 gallons per square yard as directed and with the Emulsified Asphalt temperature between 140°F and 185°F as recommended by the manufacturer. Application rates for tack coat diluted according to ODOT Standard Specification 00730.11 will be increased as necessary to provide the same amount of residual asphalt as the application rates specified above.

It shall be applied only so far in advance of the asphalt concrete paving operations as is necessary in order to provide a tacky surface upon which to place the asphalt concrete.

Do not place hot mixed asphalt concrete Pavement or Emulsified Asphalt Concrete Pavement on the tack coat until the Emulsified Asphalt separates from the water (breaks), but before it loses its tackiness.

250.3.06 Hot Mix Asphalt Concrete Pavers – The HMAC paving operations shall meet the requirements of Section 00744 of ODOT Standard Specifications, 2018 or most current edition.

250.3.07 Placing - Asphalt concrete shall be at a temperature of between 285°F and 300°F at the time it is placed. (If the submitted Job Mix Formula, temperature-viscosity curve of the asphalt cement supports a lower temperature, it will be allowed by the Engineer.) Asphalt Concrete shall be placed in panels of such width as to hold to a practical minimum the number of longitudinal joints required. The longitudinal joints in any panel shall offset those joints in underneath panels by not less than 6 inches. Special care shall be taken at longitudinal joints to provide the required bond and density. The placing of asphalt concrete shall be a continuous operation as nearly as practicable. If the capacity of the paving machine exceeds the capacity of the hauling vehicles, the paving machine shall be operated at a reduced uniform speed so as to maintain a continuous operation.

250.3.08 Overlay paving shall be applied in a minimum of two lifts. The first lift shall be a leveling course, followed by a cover course or wearing course.

250.3.09 Compaction and Rolling – Longitudinal joints shall be rolled directly behind the paving machine. The first panel shall have vertical edges, and the abutting panel shall be tightly crowded against its edge. Material from the second panel shall be pushed over the surface of the first panel so as to develop an overlap of from 3 inches to 6 inches. Breakdown rolling shall immediately follow the rolling of the longitudinal joints and edges. Rollers shall be operated as close to the paving machine as necessary to obtain adequate density without causing undue displacement. The breakdown roller shall be operated with the drive roll or wheels nearest the paving machine. Exceptions may be made when working on steep slopes or super-elevated curves. Roller wheels shall be kept moist with only enough water to avoid picking up the material. Rollers shall move at a uniform speed not to exceed 3 mph for steel wheeled rollers. Rollers shall be in good condition and capable of being reversed without backlash. The line of rolling shall not be suddenly changed nor the direction of rolling suddenly reversed. Any pronounced change in direction of the roller shall be made on stable material. If rolling causes displacement of the material, the

affected areas shall be loosened and restored to the original grade with loose material before being re-rolled. Heavy equipment, including rollers, shall not be permitted to stand on finished surface before it has thoroughly cooled or set. The finished surface shall be true to line and grade, free of irregularities and roller wheel tracks.

Breakdown and intermediate rolling and the rolling of longitudinal joints shall be performed until the entire surface of each course has been compacted by at least six coverages of the roller(s). Breakdown and intermediate compaction shall be completed before the HMAC temperature drops below 180°F, unless otherwise directed. Steel-wheeled rollers shall have a gross static weight of at least 8 tons. Vibratory rollers shall be equipped with amplitude and frequency controls capable of at least 2000 vibrations per minute, shall be specifically designed to compact HMAC and shall have a gross static weight of at least 8 tons. Finish rolling shall be performed with additional coverages until all roller marks are eliminated. If steel-wheeled rollers are used for finish rolling, they shall have a gross static weight of at least 6 tons.

250.4 MEASUREMENT AND PAYMENT:

250.4.01 Measurement - of asphalt concrete pavement will be by weighing the mixed materials on a certified scale. The weight of asphalt concrete shall include the asphalt cement in the mixture. Certified plant mix temperatures at loading and weight slips shall be supplied to the Engineer at the point of delivery.

250.4.02 Payment will be at the contract price per ton for each category of the material placed and compacted to the designated depths and limits and/or furnished at the plant site and will be limited to not more than 105% of the calculated tonnage within the designated limits. Payment shall constitute full compensation for all work specified herein, either for furnishing the pavement materials only or for furnishing and installing the pavement materials as listed in the bid schedule.

250.4.03 HMAC Level 2 Payment will be measured and paid for on a per ton basis to the limits as shown on the construction drawings at a nominal compacted depth of 2".

250.4.04 Tack Coat – No separate payment will be made for the asphalt tack coat, the cost of which is to be included in one or more of the unit prices.

250.4.05 Asphalt Berm Measurement and Payment

250.4.05.1 Measurement - of the berm will be by the linear foot of the berm or water bar constructed.

250.4.05.2 Payment - shall include full compensation for furnishing all labor, materials, tools, equipment and other incidentals, for constructing the berm or water bar, complete in place, as directed by the Engineer.

250.4.06 Asphalt Cement Price Adjustment – An asphalt cement escalation/de-escalation clause will be in effect during the life of this contract. The price adjustment will use the Monthly Asphalt Cement Material Price (MACMP) established by the Oregon Department of Transportation (ODOT) on the first of each month. The price adjustment will use the MACMP for the month the contract was awarded as the Base Asphalt Cement Material Price "Base." The price adjustment will be determined by multiplying the Adjustment Factor, as established below, by six (6) percent and adding to the unit price for asphalt concrete pavement and pavement patching. The Monthly Asphalt Cement Adjustment Factor will be determined each month of the contract as follows:

- If the MACMP is within +/- 10% of the "Base", then there will be no adjustment.
- If the MACMP is more than 110% of the base, then:
 - Adjustment Factor = (MACMP) – (1.10 x "Base")
- If the MACMP is less than 90% of the base, then:
 - Adjustment Factor = (MACMP) – (.90 x "Base")

The "Base" price established for this contract is the MACMP for the contract date as established by ODOT.

END OF SECTION 250

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DIVISION THREE – CONCRETE

SECTION 310 – CONCRETE FORMWORK

310.1 DESCRIPTION:

This item includes all work necessary to do all of the concrete formwork required to complete this project. Concrete formwork engineering, design and construction shall be the responsibility of the Contractor.

310.2 MATERIALS:

310.2.01 General - Concrete formwork shall conform to ACI 347-68 unless otherwise noted. The Contractor shall be responsible for adequate strength and safety of all formwork including false work, bracing and shoring.

310.2.02 Plywood forms shall be DFPA exterior "Plyform", or approved, Class I or Class II as required by concrete placement rate.

310.2.03 Form ties shall be plastic cone type, Burke, Bowman, Richmond, Dayton, JEF, or approved equal.

310.2.04 Form coating shall be stainless, non-grain raising, form sealer, Madden "N", or approved equal.

310.3 CONSTRUCTION:

310.3.01 General - Forms shall be constructed to the required lines, grades, dimensions and surfaces, all according to ACI 347-68.

310.3.02 Embedded items such as sleeves, inserts, anchors, conduits, etc. shall be properly located and placed. All embedded items required by other trades shall be coordinated with those trades.

310.3.03 Form Removal - The Contractor shall not remove formwork until concrete has sufficient strength to permit safe removal and adequate support of its own weight and imposed loads.

310.4 MEASUREMENT AND PAYMENT:

310.4.01 Measurement for concrete formwork - Measurement for concrete formwork shall be incidental to another bid item.

310.4.02 Payment for concrete formwork – there will be no separate payment for concrete formwork. The cost of which shall be incidental and included in another bid item.

END OF SECTION 310

SECTION 320 – CONCRETE REINFORCEMENT

320.1 DESCRIPTION:

This item includes all work necessary for the furnishing and placement of all materials for the reinforcing steel work for all concrete as shown on the plans.

320.2 MATERIALS:

320.2.01 Reinforcing bars shall be deformed as defined in ASTM specifications. All reinforcing bars shall be Grade 40, ASTM A615. Metal reinforcement at the time concrete is placed shall be free from mud, oil, loose mill scale, loose rust, or other coatings that adversely affect bonding capacity in the opinion of the Engineer.

320.3 CONSTRUCTION:

320.3.01 General - All requirements of concrete reinforcement not covered in these specifications or on the plans shall be in accordance with "Manual of Standard Practice", as published by the Concrete Reinforcing Steel Institute (CRSI). All hooks shall conform to bend dimensions defined as "Standard Hooks" in "Manual of Standard Practice", as published by CRSI. Reinforcing bars shall not be bent or straightened in a manner that will injure the material.

320.3.02 Placing - Reinforcing bars shall be accurately placed and shall be firmly and securely held in position by wiring at intersections with black annealed No. 16 gage wire and by using precast mortar blocks or metal chairs, spacers, metal hangers, supporting wires and other approved devices of sufficient strength to resist crushing under full load. Metal supports which extend to the surface of the concrete, except where shown on the plans, and wooden supports shall not be used. Placing bars on layers of fresh concrete as the work progresses and adjusting bars during this placing of concrete will not be permitted. Clearance between reinforcement and embedded pipe, etc., shall not be less than 12 times the maximum aggregate size. Minimum lap splices shall be 12 inches.

320.4 MEASUREMENT AND PAYMENT:

320.4.01 Measurement for concrete reinforcement - Measurement for concrete reinforcement shall be incidental to another bid item.

320.4.02 Payment for concrete reinforcement - there will be no separate payment for concrete reinforcement. The cost of which shall be incidental and included in another bid item.

END OF SECTION 320

SECTION 330 – CAST IN PLACE CONCRETE

330.1 DESCRIPTION:

This item includes the furnishing of all labor, materials and tools necessary to do all the plain and reinforced concrete work, including finishing as shown on the plans.

330.2 MATERIALS:

330.2.01 Concrete shall be 6-sack transit-mixed concrete in accordance with ASTM C94. In no case will the use of concrete be permitted which has been mixed with water for more than 90 minutes prior to placing. Water content shall be controlled such that maximum slump by standard slump cone test, ASTM C143, shall not exceed 3 ½ inches.

330.3 CONSTRUCTION:

330.3.01 Placing - Concrete shall be placed in such a manner as to prevent segregation. Concrete shall be consolidated to the maximum practicable density, free from pockets of coarse aggregate and entrapped air, and closed snugly against all surfaces of forms and embedded materials. Consolidation of concrete in structures shall be by electric or pneumatic drive, immersion-type vibrators. Consolidation of all other concrete shall be by vibration, hand spading, rodding, or tamping. Mechanical vibration shall not be used to transport concrete.

330.3.02 Finishing of Slabs - After the concrete has been placed, consolidated, struck off, and leveled, the concrete shall not be worked further until ready for floating. Floating shall begin when the water sheen has disappeared and when the surface has stiffened sufficiently to permit the operation. All high and low spots shall be leveled during this operation to produce a true plane surface within 3 inch in 10 feet, as determined by a 10 foot straightedge placed anywhere on the surface. Immediately after the concrete has received a float finish, it shall be given a coarse transverse scored texture by drawing a broom or burlap belt across the surface.

330.3.03 Form tie holes and minor defects which are exposed to final view shall be filled with patching mortar mixed as dry as feasible, packed solid, and neatly finished to match adjoining surfaces.

330.3.04 Curing - Concrete shall be protected from premature drying, freezing, wash by drainage rains, snow, vandalism, and from traffic and mechanical injury. Formed concrete surfaces shall be cured by leaving the forms in place for at least 7 days after placing. Steel plates shall be furnished for protection as requested by the engineer. Flat concrete surfaces shall be water cured by spraying lightly with water as soon as the concrete has hardened enough to prevent damage from spraying, then covered completely with a plastic waterproof membrane. A curing compound approved by the Engineer and applied in accordance with manufacturer's instructions may be used in lieu of water curing. Precast concrete slabs shall not be moved for at least 28 days after casting.

330.3.05 Finishing of Walls – Minor defects on exposed vertical surfaces shall be repaired with patching mortar containing one part Portland Cement and two parts sand. Patching mortar shall be mixed as dry as feasible, packed solid, and neatly finished to match adjoining surfaces. Plastering will not be permitted on exposed surfaces. Honeycombed and other structurally defective concrete shall be removed and replaced at no expense to the Owner. While the concrete is still green, the exposed surfaces shall be broom finished as required to provide a uniform texture and smooth surface.

330.3.05 QUALITY ASSURANCE: Inspection of formwork and reinforcement by the Engineer will be required prior to concrete placing. The Contractor shall notify the Engineer 24 hours before each expected concrete pour.

330.4 MEASUREMENT AND PAYMENT:

330.4.01 Measurement for cast-in-place concrete – Measurement for cast-in-place concrete shall be incidental to another bid item.

330.4.02 Payment for cast-in-place concrete – there will be no separate payment for concrete formwork. The cost of which shall be incidental and included in another bid item.

END OF SECTION 320

SECTION 360 – GROUT

360.1 DESCRIPTION:

This item includes the furnishing of all labor, materials and tools necessary to perform all grouting and drypacking as shown on the plans.

360.2 MATERIALS:

360.2.01 Grout shall consist by volume of one part Portland cement and two parts of sand passing No. 16 U.S. standard sieve, of aluminum powder or other approved admixture which prevents settlement & shrinkage, and of water. For drypack only enough water shall be used to produce a mix that is at the point of becoming rubbery when solidly packed.

360.3 CONSTRUCTION:

360.3.01 Concrete areas to be in contact with the grout shall be cleaned of all loose or foreign matter that would in any way prevent bond between the mortar and the concrete surface and shall be kept thoroughly saturated with water prior to placing the grout. The grout shall be tightly packed in place and fill all the voids intended to be grouted or packed. After placing, all exposed surfaces of the grout shall be kept covered with a heavy thickness of burlap saturated with water for a period of three days, or shall be improperly cured or otherwise defective grout shall be removed and replaced.

360.4 MEASUREMENT AND PAYMENT:

360.4.01 Measurement for grout shall be incidental to another bid item.

360.4.02 Payment for grout— there will be no separate payment for concrete formwork. The cost of which shall be incidental and included in another bid item.

END OF SECTION 360

SECTION 361 – NON-SHRINK GROUT

361.1 DESCRIPTION:

This item includes the furnishing of all labor, materials and tools necessary to perform all grouting and drypacking as shown on the plans.

361.2 MATERIALS:

361.2.01A Non-Shrink grout shall be Sika 212, Euco N-S, Five-Star, or approved equal non-metallic cementitious commercial grout exhibiting zero shrinkage per ASTM C-827 and CRD-C-621. Grout shall not be amended with cement or sand and shall not be reconditioned with water after initial mixing. Unused grout shall be discarded after 20 minutes and shall not be used. Non-shrink grouts shall be placed or packed only with the use of an approved commercial concrete bonding agent applied to all cured concrete surfaces being grouted. The bonding agent shall be compatible with the brand of grout being used. Water shall not be used as a substitute for the commercial bonding agent.

361.3 CONSTRUCTION:

361.3.01 Concrete areas to be in contact with the grout shall be cleaned of all loose or foreign matter that would in any way prevent bond between the mortar and the concrete surface and shall be kept thoroughly saturated with water prior to placing the grout. The grout shall be tightly packed in place and fill all the voids intended to be grouted or packed. After placing, all exposed surfaces of the grout shall be kept covered with a heavy thickness of burlap saturated with water for a period of three days, or shall be improperly cured or otherwise defective grout shall be removed and replaced.

361.4 MEASUREMENT AND PAYMENT:

361.4.01 Measurement for non-shrink grout – shall be incidental to another bid item.

361.4.02 Payment for non-shrink grout – there will be no separate payment for non-shrink grout. The cost of which shall be incidental and included in another bid item.

END OF SECTION 361

END OF DIVISION 03

END OF TECHNICAL SPECIFICATIONS DOCUMENTS

APPENDIX A

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August 4, 2025

Kyle Ayers, PE
North Coast Civil Design, LLC
35240 Tohl Avenue
Nehelam, Oregon 97131

Via email: kyle@nccivil.com

Regarding: Summary of Geotechnical Conditions
Seafarer's Park Slope Armoring
225 Main Avenue
Warrenton, Oregon
Apex Project 25008013

Dear Mr. Ayers:

Apex Companies, LLC (Apex) has prepared this letter summarizing the findings of our subsurface explorations to support the design of the slope armoring at Seafarer's Park, located at 225 Main Avenue in Warrenton, Oregon. The approximate site location is shown on Figure 1, Vicinity Map; the approximate exploration locations are shown on Figure 2, Site Plan.

SCOPE OF WORK

Apex completed the following geotechnical scope of work.

Subsurface Exploration

Subsurface conditions were explored on May 21, 2025, by completing two hand augers and one cone penetration test (CPT) along the crest of the eroding slope.

Hand Augers

The hand augers, designated HA-1 and HA-2, were advanced by a member of the Apex geotechnical engineering staff to depths of 3 feet and 1 foot below the existing ground surface (bgs), respectively. Deeper exploration was planned in HA-2; however, the hand auger encountered shallow refusal on fill consisting of dense cobbles. A member of the Apex geotechnical engineering staff logged the hand augers and collected disturbed samples at selected depths for further investigation. The interpreted hand auger logs are presented in Figures A1 and A2.

CPT

One CPT, designated CPT-1, was advanced to a depth of about 81 feet bgs. Pore pressure dissipation testing was completed in the CPT to estimate the depth of groundwater. The interpreted CPT log is presented as Figure A3.

Soils Testing

Soil samples were returned to our laboratory and classified in general accordance with the Unified Soil Classification System (ASTM D2487) and/or the Visual-Manual Procedure (ASTM D2488). Laboratory tests included

natural moisture contents and grain-size analyses. Laboratory test results are included in the exploration logs in Attachment A, Field Explorations; and in Attachment B, Laboratory Testing.

SUBSURFACE CONDITIONS

The site was explored by completing two hand augers, designated HA-1 and HA-2, to depths of up to 3 feet bgs, and one CPT, designated CPT-1, to a depth of about 81 feet bgs. The hand augers were completed by a member of the Apex geotechnical engineering staff and the CPT was performed by Oregon Geotechnical Explorations of Keizer, Oregon, using a track-mounted CPT rig. The CPT was pre-drilled to a depth of about 3.5 feet bgs due to the relative density of near-surface soils.

Apex has summarized the subsurface units as follows:

GRAVEL (GM, GP):	Brown gravel fill with sand and varying amounts of silt and organics was encountered at the ground surface of each hand auger. The gravel was present to a depth of 1.5 feet bgs in hand auger HA-1 and the 1-foot depth explored in hand auger HA-2. The gravel was fine to coarse and subangular to angular. Sand grains were fine to coarse.
Poorly Graded SAND with silt (SP-SM):	Light gray poorly graded sand with silt was encountered beneath the silty gravel in hand auger HA-1 and at the starting depth of CPT-1. Sand grains were fine to medium. The sand layer continued to the terminal depth of the explorations.
Clay and Silty Clay:	In CPT-1, clay and silty clay layers were interbedded within the sand starting at a depth of about 35 feet bgs. The clay layers ranged in thickness from about 1 to 10 feet, with thickness generally decreasing with depth.

Groundwater

Pore pressure dissipation testing completed in CPT-1 indicates that groundwater was likely present at a depth of approximately 20 feet bgs at the time of our explorations. However, based on a review of groundwater measurements from nearby sites, we anticipate that groundwater could be present at depths shallower than 10 feet bgs. In addition, we expect that the depth of groundwater is likely closely correlated to the level of the Columbia River, which fluctuates throughout the year. Please note that groundwater levels often change during the year depending on climate, irrigation season, extended periods of precipitation, drought, and other factors.

SEISMIC DESIGN CONSIDERATIONS

Liquefaction

Liquefaction is defined as a decrease in the shear resistance of loose, saturated, cohesionless soil (e.g., sand) or low plasticity silt soils, due to the buildup of excess pore pressures generated during an earthquake. This results in a temporary transformation of the soil deposit into a viscous fluid. Liquefaction can result in ground settlement, foundation bearing capacity failure, and lateral spreading of ground.

Based on a review of the Oregon Statewide Geohazard Viewer (HazVu), the site is shown as having a moderate to high liquefaction hazard.¹ Based on the results of our analyses, liquefaction settlement could exceed 10 or more

¹ DOGAMI. (2023). [Interactive Map]. Oregon HazVu: Statewide Geohazards Viewer. Oregon Department of Geology and Mineral Industries, Earthquake Liquefaction, accessed July 2025 from website <https://gis.dogami.oregon.gov/maps/hazvu/>.

inches as the result of a code-based earthquake. Given the site's proximity to the river, the risk of lateral spreading of several feet is also high.

LIMITATIONS

This letter has been prepared for the exclusive use of the addressee, and their architects and engineers, for aiding in the design of the proposed slope repair and is not to be relied upon by other parties. It is not to be photographed, photocopied, or similarly reproduced, in total or in part, without express written consent of the client and Apex. It is the addressee's responsibility to provide this report to the appropriate design professionals, building officials, and contractors to ensure correct implementation of the recommendations.

The opinions, comments, and conclusions presented in this letter are based upon information derived from our literature review, field explorations, and engineering analyses. It is possible that soil, rock, or groundwater conditions could vary between or beyond the points explored. If soil, rock, or groundwater conditions are encountered during construction that differ from those described herein, the client is responsible for ensuring that Apex is notified immediately so that we may reevaluate the recommendations of this report.

Unanticipated fill, soil and rock conditions, and seasonal soil moisture and groundwater variations are commonly encountered and cannot be fully determined by merely taking soil samples or completing explorations such as CPTs. Such variations may result in changes to our recommendations and may require additional funds for expenses to attain a properly constructed project; therefore, we recommend a contingency fund to accommodate such potential extra costs.

The scope of work for this subsurface exploration and geotechnical report did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous substances in the soil, surface water, or groundwater at this site.

If there is a substantial lapse of time between the submission of this report and the start of work at the site, if conditions have changed due to natural causes or construction operations at or adjacent to the site, or if the basic project scheme is significantly modified from that assumed, this report should be reviewed to determine the applicability of the conclusions and recommendations presented herein. Land use, site conditions (both on and off site), or other factors may change over time and could materially affect our findings; therefore, this report should not be relied upon after three years from its issue, or in the event that the site conditions change.

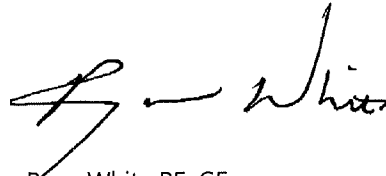
CLOSING

We trust this letter meets your current needs. If you have any questions or wish to discuss our observations and conclusions, please contact Brian Ackerman at 503.417.7600 or Brian.Ackerman@apexcos.com, or Ryan White at 503.539.5028 or Ryan.White@apexcos.com.

Sincerely,



Brian Ackerman, PE
Geotechnical Project Engineer



Ryan White PE, GE
Principal Geotechnical Engineer

Attachments:

Figures

Figure 1. Vicinity Map

Figure 2. Site Plan

Attachment A: Field Explorations

Table A-1. Terminology Used to Describe Soil

Table A-2. Key to Test Pit and Boring Log Symbols

Figures A1 and A-2. Logs for Hand Augers HA-1 and HA-2

Figure A3. Log for CPT-1

Attachment B: Laboratory Testing

Figure B1. Summary of Laboratory Data

BA:RW:rg

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, you can benefit from a lowered exposure to problems associated with subsurface conditions at project sites and development of them that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed herein, contact your GBA-member geotechnical engineer. Active engagement in GBA exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Understand the Geotechnical-Engineering Services Provided for this Report

Geotechnical-engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical-engineering services is typically a geotechnical-engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical-engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

Geotechnical-Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical-engineering study conducted for a given civil engineer

will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client.

Likewise, geotechnical-engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical-engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. *Read and refer to the report in full.*

You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept*

responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

Most of the “Findings” Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site’s subsurface using various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

This Report’s Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals’ misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals’ plans and specifications; and
- be available whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note*

conspicuously that you’ve included the material for information purposes only. To avoid misunderstanding, you may also want to note that “informational purposes” means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a “phase-one” or “phase-two” environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer’s services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer’s recommendations will not of itself be sufficient to prevent moisture infiltration.* Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists.*



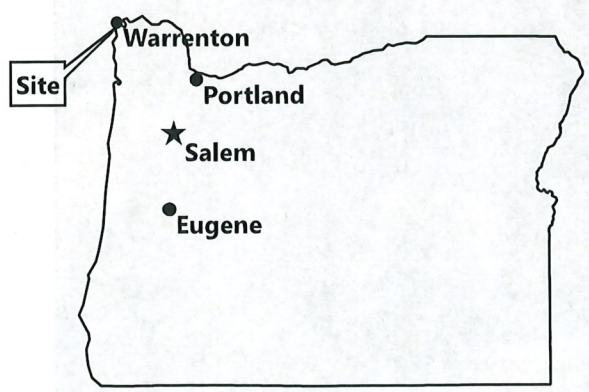
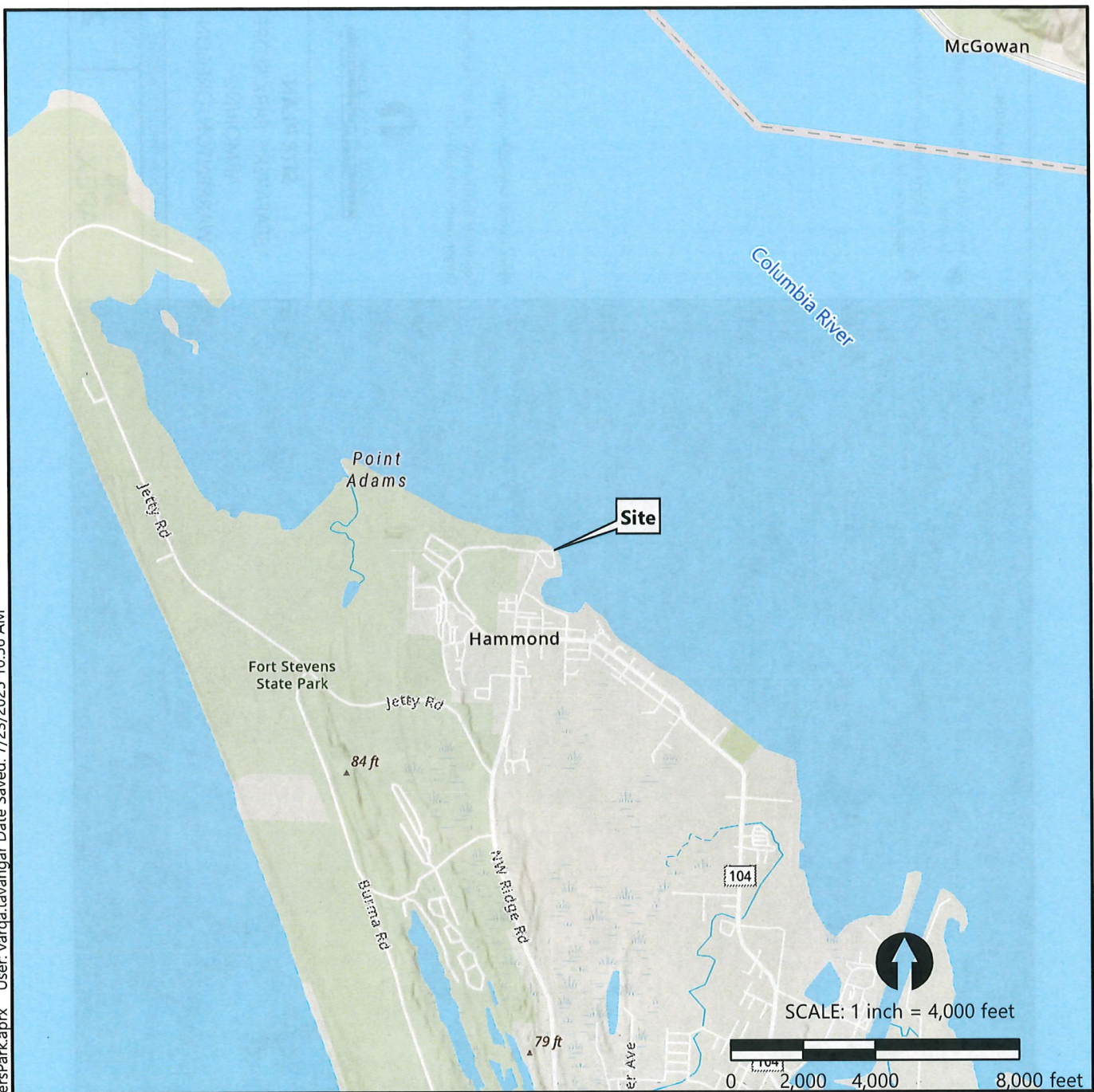
Telephone: 301/565-2733

e-mail: info@geoprofessional.org www.geoprofessional.org

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Figures

Path: L:\Gis\GEOTECH-GIS\project\25008013\SeafarersPark.aprx User: varqa.tavangar Date Saved: 7/23/2025 10:56 AM



VICINITY MAP
SEAFARER'S PARK SLOPE
ARMORING
WARRENTON, OREGON

DATE: AUG 2025 · PROJECT: 25008013



FIGURE

1

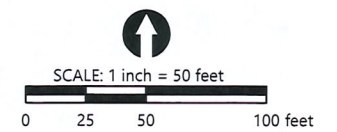


EXPLANATION

- HA-1 - Hand Auger name and approximate location
- CPT-1 - Cone Penetration Test name and approximate location

Notes: Google Earth 2024 imagery

Coordinate System: NAD 1983 2011 StatePlane
Oregon North FIPS 3601 Ft Intl



SITE PLAN SEAFARER'S PARK SLOPE ARMORING WARRENTON, OREGON

DATE: AUG 2025 · PROJECT: 25008013



FIGURE

2

Attachment A

Field Explorations

Soil Descriptions

Soils exist in mixtures with varying proportions of components. The predominant soil, i.e., greater than 50% based on total dry weight, is the primary soil type and is capitalized in our log descriptions (SAND, GRAVEL, SILT, or CLAY). Smaller percentages of other constituents in the soil mixture are indicated by modifier words in general accordance with the ASTM D2488 Visual-Manual Procedure. "General Accordance" means that certain local and common descriptive practices may have been followed. In accordance with ASTM D2488, group symbols (such as GP or CH) are applied on the portion of soil passing the 3-inch (75mm) sieve based on visual examination. The following explains the soil names and modifying terms used to describe fine- and coarse-grained soils.

Fine-Grained Soils (50% or greater fines passing 0.075mm, No. 200 sieve)

The primary soil type, i.e., SILT or CLAY, is designated through visual-manual procedures to evaluate soil toughness, dilatancy, dry strength, and plasticity. The following outlines the terminology used to describe fine-grained soils and may vary from ASTM D2488 terminology in the use of some common terms.

Primary Soil NAME, Symbols, and Adjectives			Plasticity Description	Plasticity Index (PI)
SILT (ML & MH)	CLAY (CL & CH)	ORGANIC SOIL (OL & OH)		
SILT		Organic SILT	Non-plastic	0 – 3
SILT		Organic SILT	Low plasticity	4 – 10
SILT/Elastic SILT	Lean CLAY	Organic SILT/ Organic CLAY	Medium Plasticity	10 – 20
Elastic SILT	Lean/Fat CLAY	Organic CLAY	High Plasticity	20 – 40
Elastic SILT	Fat CLAY	Organic CLAY	Very Plastic	>40

Modifying terms describing secondary constituents, estimated to 5% increments, are applied as follows:

Description	% Composition	
With Sand	% Sand $\geq$ % Gravel	15% to 25% plus No. 200
With Gravel	% Sand < % Gravel	
Sandy	% Sand $\geq$ % Gravel	$\leq$ 30% to 50% plus No. 200
Gravelly	% Sand < % Gravel	

Borderline Symbols, for example, CH/MH, are used when soils are not distinctly in one category or when variable soil units contain more than one soil type. **Dual Symbols**, for example, CL-ML, are used when two symbols are required in accordance with ASTM D2488.

Soil Consistency terms are applied to fine-grained, plastic soils (i.e., $PI \geq 7$). Descriptive terms are based on direct measure or correlation to the Standard Penetration Test N-value as determined by ASTM D1586, as follows. SILT soils with low to non-plastic behavior (i.e., $PI < 7$) may be classified using relative density.

Consistency Term	SPT N-value	Unconfined Compressive Strength	
		tsf	kPa
Very soft	Less than 2	Less than 0.25	Less than 24
Soft	2 – 4	0.25 – 0.5	24 – 48
Medium stiff	5 – 8	0.5 – 1.0	48 – 96
Stiff	9 – 15	1.0 – 2.0	96 – 192
Very stiff	16 – 30	2.0 – 4.0	192 – 383
Hard	Over 30	Over 4.0	Over 383

Soil Descriptions

Coarse-Grained Soils (less than 50% fines)

Coarse-grained soil descriptions, i.e., SAND or GRAVEL, are based on the portion of materials passing a 3-inch (75mm) sieve. Coarse-grained soil group symbols are applied in accordance with ASTM D2488 based on the degree of grading, or distribution of grain sizes of the soil. For example, well-graded sand containing a wide range of grain sizes is designated SW; poorly graded gravel, GP, contains high percentages of only certain grain sizes. Terms applied to grain sizes follow.

Material NAME	Particle Diameter	
	Inches	Millimeters
SAND (SW or SP)	0.003 – 0.19	0.075 – 4.8
GRAVEL (GW or GP)	0.19 – 3	4.8 – 75
Additional Constituents:		
Cobble	3 – 12	75 – 300
Boulder	12 – 120	300 – 3050

The primary soil type is capitalized and the fines content in the soil are described as indicated by the following examples. Percentages are based on estimating amounts of fines, sand, and gravel to the nearest 5%. Other soil mixtures will have similar descriptive names.

Example: Coarse-Grained Soil Descriptions with Fines

>5% to < 15% fines (Dual Symbols)	≥15% to < 50% fines
Well-graded GRAVEL with silt: GW-GM	Silty GRAVEL: GM
Poorly graded SAND with clay: SP-SC	Silty SAND: SM

Additional descriptive terminology applied to coarse-grained soils follow.

Example: Coarse-Grained Soil Descriptions with Other Coarse-Grained Constituents

Coarse-Grained Soil Containing Secondary Constituents	
With sand or with gravel	≥ 15% sand or gravel
With cobbles; with boulders	Any amount of cobbles or boulders.

Cobble and boulder deposits may include a description of the matrix soils, as defined above.

Relative Density terms are applied to granular, non-plastic soils based on direct measure or correlation to the Standard Penetration Test N-value as determined by ASTM D1586.

Relative Density Term	SPT N-value
Very loose	0 – 4
Loose	5 – 10
Medium dense	11 – 30
Dense	31 – 50
Very dense	> 50

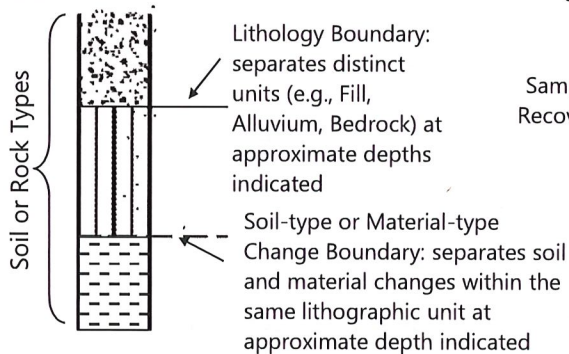
Table A-2
Key To Test Pit and Boring Log Symbols

SAMPLING DESCRIPTIONS

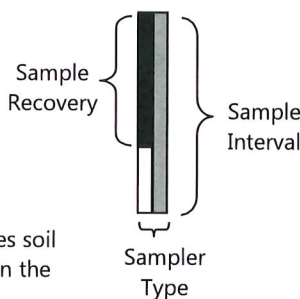
SPT Drive Sampler Standard Penetration Test ASTM D 1586	Shelby Tube Push Sampler ASTM D 1587	Specialized Drive Samplers (Details Noted on Logs)	Specialized Drill or Push Sampler (Details Noted on Logs)	Grab Sample	Rock Coring Interval	Screen (Water or Air Sampling)	Water Level During Drilling/Excavation	Water Level After Drilling/Excavation
								

LOG GRAPHICS

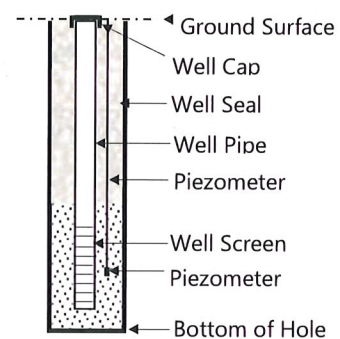
Soil and Rock



Sampling Symbols

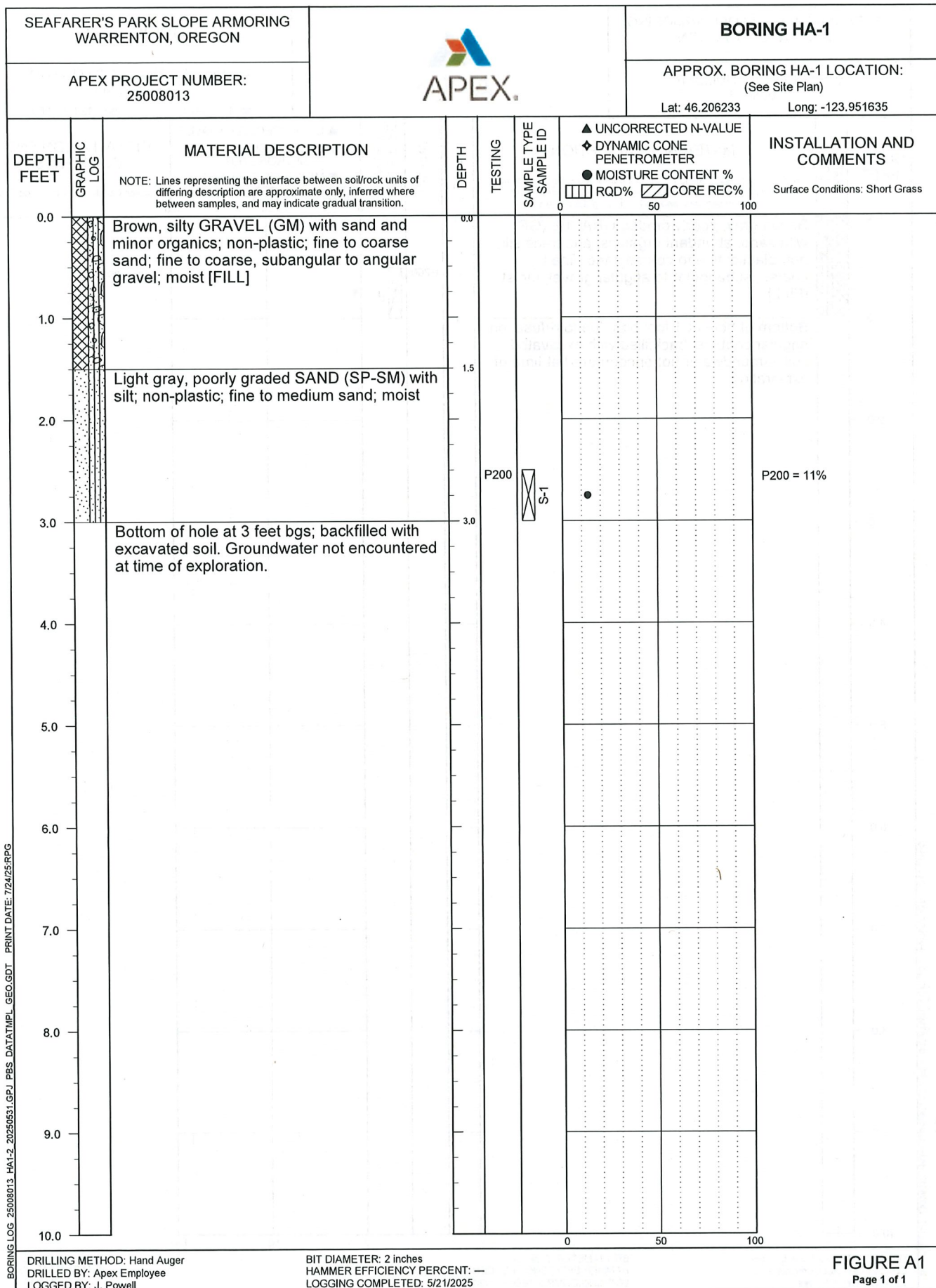


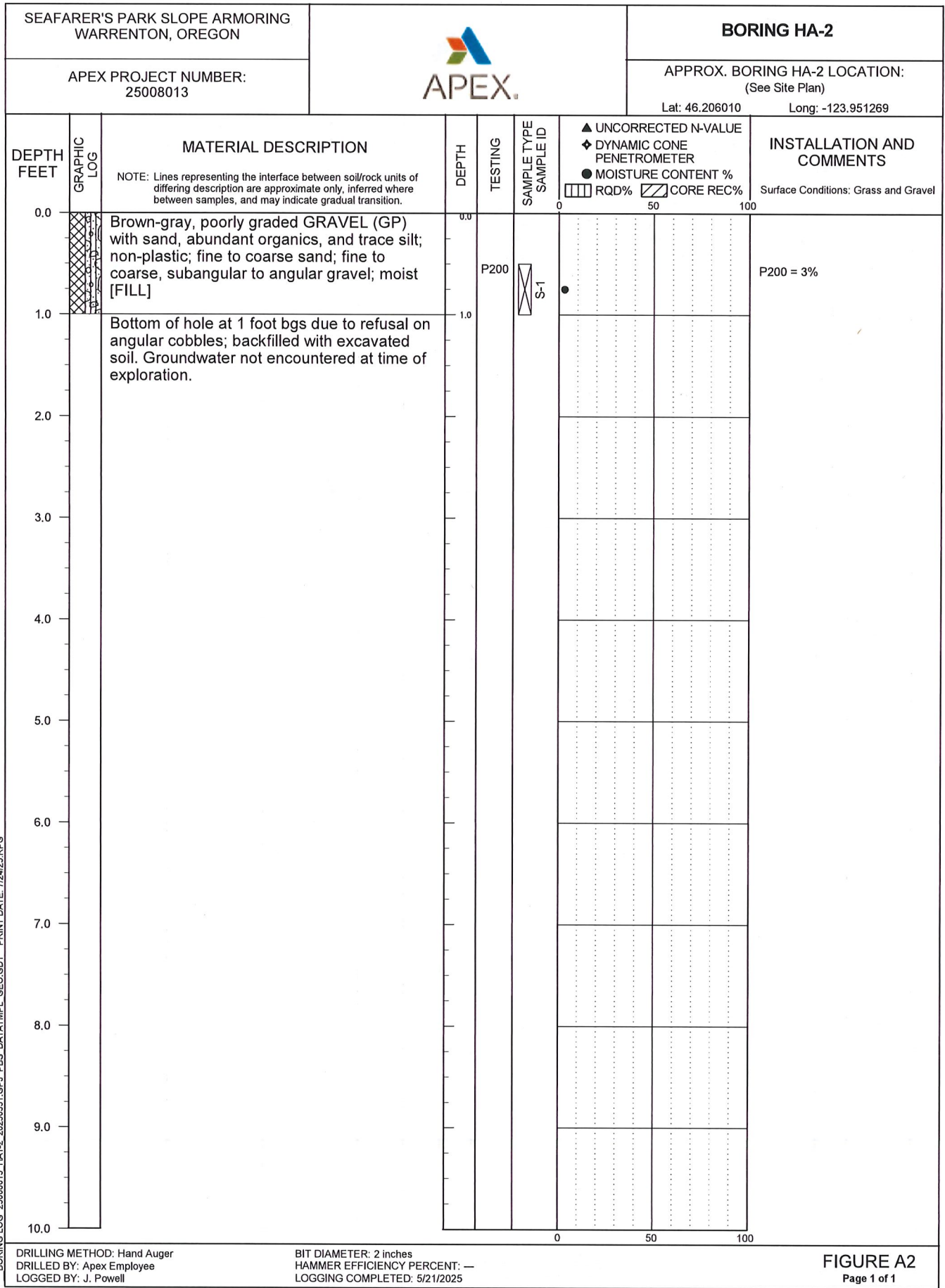
Instrumentation Detail



Geotechnical Testing Acronym Explanations

PP	Pocket Penetrometer	HYD	Hydrometer Gradation
TOR	Torvane	SIEV	Sieve Gradation
DCP	Dynamic Cone Penetrometer	DS	Direct Shear
ATT	Atterberg Limits	DD	Dry Density
PL	Plasticity Limit	CBR	California Bearing Ratio
LL	Liquid Limit	RES	Resilient Modulus
PI	Plasticity Index	VS	Vane Shear
P200	Percent Passing US Standard No. 200 Sieve	bgs	Below Ground Surface
OC	Organic Content	amsl	Above Mean Sea Level
CON	Consolidation	HCL	Hydrochloric Acid
UC	Unconfined Compressive Strength		





BORING LOG 25008013 HA1-2 20250531.GPJ PBS DATATMPL GEO.GDT PRINT DATE: 7/24/25.RPG



Apex Companies LLC
4412 S Corbett Avenue
Portland, Oregon 97239
www.apexcos.com

Project: Seafarer's Park Slope Armoring
Location: Warrenton, Oregon

CPT-1

Total depth: 80.87 ft
Date: 5/21/2025

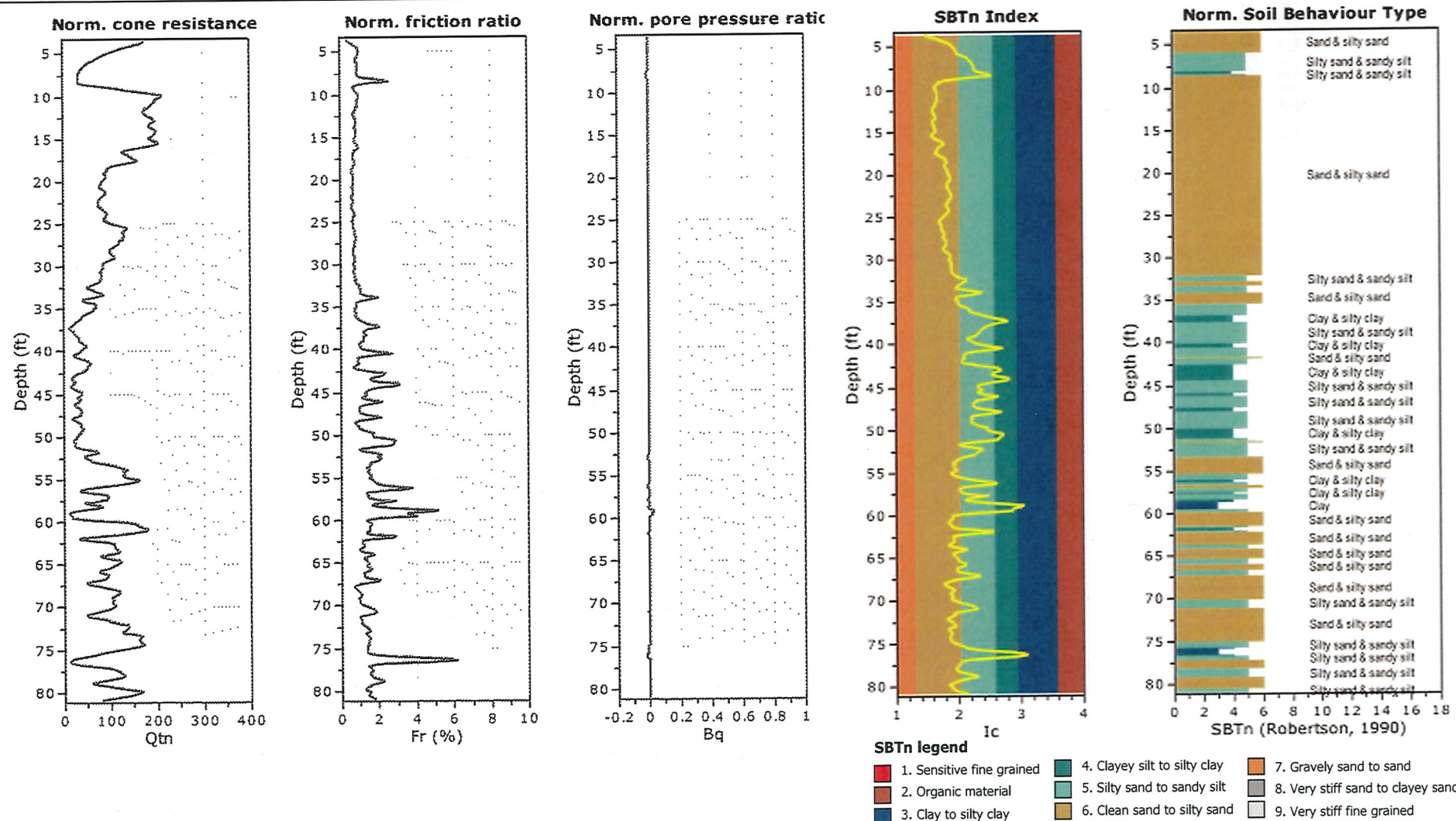


FIGURE A3

Attachment B

Laboratory Testing



SUMMARY OF LABORATORY DATA

SEAFARER'S PARK SLOPE ARMORING
WARRENTON, OREGON

APEX PROJECT NUMBER:
25008013

SAMPLE INFORMATION				MOISTURE CONTENT (PERCENT)	DRY DENSITY (PCF)	SIEVE			ATTERBERG LIMITS		
EXPLORATION NUMBER	SAMPLE NUMBER	SAMPLE DEPTH (FEET)	ELEVATION (FEET)			GRAVEL (PERCENT)	SAND (PERCENT)	P200 (PERCENT)	LIQUID LIMIT (PERCENT)	PLASTIC LIMIT (PERCENT)	PLASTICITY INDEX (PERCENT)
CPT-1	S-1	1.5		5.0				7			
HA-1	S-1	2.5		13.4				11			
HA-2	S-1	0.5		3.1				3			

APPENDIX B

FIGURE B1
Page 1 of 1

APPENDIX B

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Technical Memo

Digitally Signed 09/09/25

Project:	Seafarer's Park Bank Stabilization Analysis, Warrenton, OR	
Project Number:	25-011	Your Reference: N/A
Prepared by:	Frank Salcedo, PE	Date: September 09, 2025
Approved by:	Scott Fenical, PE, BC.CE, BC.PE	
Subject:	Coastal Engineering Analysis	

1. Introduction

Coast & Harbor Engineering (CHE) performed coastal conditions analysis and shoreline protection analysis on behalf of North Coast Civil Design, LLC (NCCD) for Seafarer's Park, Warrenton, OR. The purpose of the analysis was to evaluate coastal conditions and provide design recommendations for Seafarers Park Bank Stabilization Project. The Seafarers Park Bank Stabilization Project is intended to stabilize approximately 300 to 400 feet of shoreline adjacent to the Columbia River, which experienced significant erosion during storms in 2023 and December 2024. The project aims to stabilize the bank, recover lost parking space, and prevent future erosion. This memo summarizes the coastal engineering analysis methodology and results, as well as providing shoreline protection design recommendations. Additional details regarding the analysis approach and results are presented in Appendix A.

2. Coastal Conditions Analysis

Coastal processes analysis was conducted to quantify environmental processes that may affect erosion or shoreline protection design at the project site. A complete elevation surface was created from topographic and hydrographic survey data for modeling purposes. Water level data were analyzed and tidal elevations suitable for analysis were developed. Local wind data was compiled and analysis, and extreme wind events were developed for use in wave prediction. Wave growth and transformation modeling was conducted to determine typical and extreme wind-waves at the shoreline.

2.1 Elevation Model Development

Due to limited data, the most recent available data elevation model covering the project and surrounding area is from 2010. The USACE Lower Columbia Digital Terrain Model data (USACE 2010) was post processed and was used to analyze wave transformation and shoreline protection design.

2.2 Water Levels

Water level data were analyzed to evaluate the frequency at which design conditions affect different areas of the shoreline. The water level analysis is relevant to also identify areas for different combined wave and water level conditions as well as potential run-up on the slope. Table 2.1 shows tidal elevations reported at NOAA Station 9439040 Astoria, Oregon (approximately 8 miles from the project site), relative to the NAVD88 vertical datum. The elevation range between Mean Higher High Water (MHHW) and Mean Lower Low Water (MLLW) at Astoria is approximately 8.6 feet.

Table 2.1 Tidal Elevations at NOAA Station 9439040 Astoria, OR

Tidal Datum	Elevation [ft, NAVD88]
Mean Higher-High Water (MHHW)	8.82
Mean High Water (MHW)	8.15
Mean Sea Level (MSL)	4.72
Mean Low Water (MLW)	1.38
Mean Lower-Low Water (MLLW)	0.21

Figure 2.1 shows probability of non-exceedance of water levels at Astoria, OR. For example, a cumulative frequency (probability) of 0.9 indicates that a particular water level is not exceeded 90% of the time.

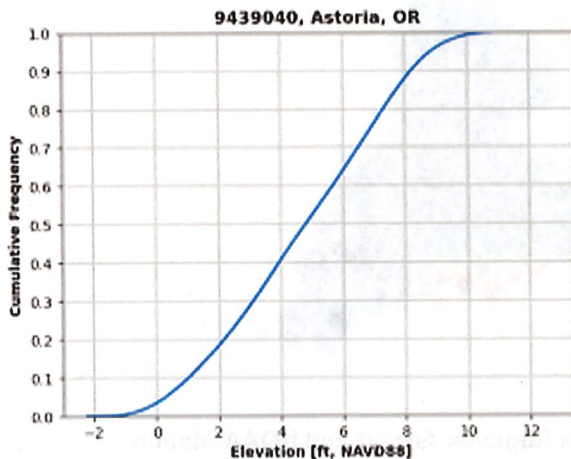


Figure 2.1 Probability of non-exceedance for water levels at NOAA Station 9439040 Astoria, OR

2.3 Winds

Wind data from Astoria Regional Airport (AST) and NOAA Station 9439040 (or NDBC ASTO3) were post-processed and analyzed. Wind roses were produced showing the frequency of occurrence of various wind speeds from different directions, as shown in Appendix A. Both wind datasets were analyzed to account for potential geographic limitations, and sampling periods. NOAA Station 9439040 is sheltered by terrain (blocked from easterly winds) and only provided 20 years of data. AST includes these easterly winds and provides more than 70 years of data. Figure 2.2 shows wind roses for both stations.

Extreme wind speeds are required to generate extreme storm wave conditions. 50 to 100-year return period wind speeds (2% annual probability) for each wind direction were calculated at both AST and NOAA Station 9439040 using either a Gumbel Distribution or a Weibull Distribution (whichever distribution provided the best fit for each directional sector). Since NOAA Station 9439040 is influenced by, the design extreme wind speeds were conservatively calculated to be the maximum wind speed at either station, for each directional sector (see Table 2.2).

Astoria Regional Airport (AST)

NDBC ASTO3 / NOAA 9439040

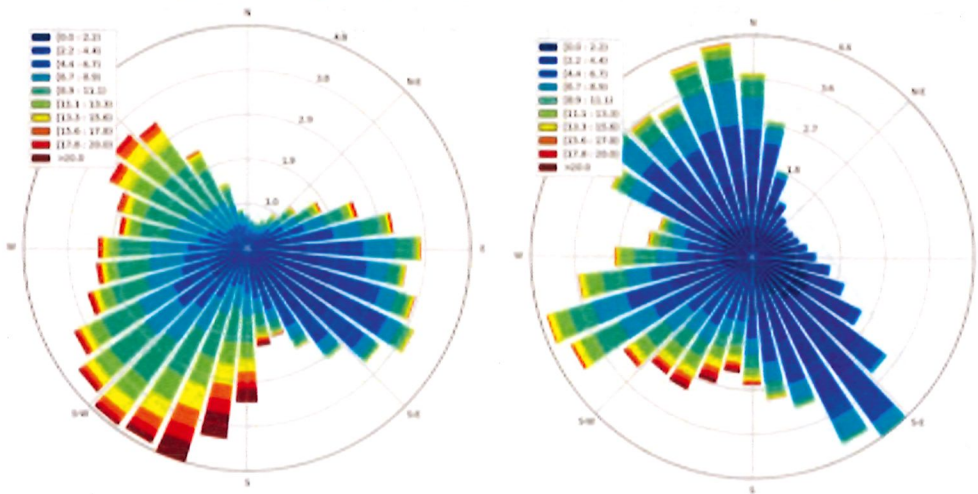


Figure 2.2 Wind Rose Diagrams (in knots) at Astoria Regional Airport and NOAA Station 9439040

The strongest winds come from primarily from the south to south-west with 100-year return period wind speeds reaching nearly 50 knots. Nevertheless, the largest fetches (distance at which waves are generated) to the site come from the north to east. These final design winds were used for wind-wave growth and transformation modeling.

Table 2.2 100-Year Wind Speeds (Speed in Knots) from Extreme Value Analysis of Wind Data at Astoria Regional Airport (AST) and NOAA Station 9439040

Direction [deg TN]	2	5	10	25	50	100
5	16.1	17.8	18.7	19.7	20.4	21.0
15	14.1	15.1	15.7	17.9	19.9	22.1
25	13.2	15.8	17.5	19.7	21.4	23.0
35	14.3	17.0	18.7	20.7	22.0	23.3
45	16.8	19.5	21.1	22.9	24.0	25.1
55	17.1	20.4	22.5	24.9	26.6	28.1
65	17.5	21.8	24.3	27.1	28.9	30.6
75	20.1	23.1	25.3	28.3	30.7	33.3
85	18.8	22.2	24.1	26.3	27.7	29.0
95	18.2	22.1	24.5	27.3	29.1	30.9
105	17.5	20.4	22.9	27.1	31.1	36.0
115	18.8	22.4	25.3	29.4	32.9	36.8
125	17.0	19.8	21.4	23.1	24.3	25.4
135	14.1	18.0	20.6	23.8	26.3	28.6
145	15.6	19.5	22.8	28.1	32.9	38.7
155	15.5	21.6	26.5	33.7	40.0	47.1
165	19.6	25.4	29.8	36.1	41.4	47.2
175	25.7	31.9	35.4	39.4	42.0	44.4
185	32.0	36.1	38.4	41.0	42.7	44.3
195	32.0	36.1	38.4	41.0	42.8	44.4
205	30.5	35.4	38.6	42.7	45.7	48.8
215	27.6	30.2	32.3	34.7	36.3	37.7
225	27.2	31.4	34.0	37.0	39.0	40.8
235	25.0	29.2	31.6	34.2	36.0	37.6
245	22.8	28.2	31.7	35.6	38.2	40.6
255	24.4	29.0	32.4	37.0	40.7	44.7
265	23.4	27.6	30.4	34.3	36.9	39.4
275	22.6	26.9	30.5	36.0	41.1	47.0
285	22.7	26.8	29.2	31.9	34.2	36.2
295	22.9	27.2	30.8	36.6	41.9	48.2
305	22.6	25.9	28.1	30.8	32.7	34.5
315	21.3	25.0	27.7	31.2	33.7	36.3
325	21.7	24.7	27.1	30.1	32.4	34.6
335	20.7	23.6	25.2	27.1	29.0	30.7
345	20.6	23.0	24.3	25.8	26.8	27.7
355	18.6	20.5	21.6	22.7	23.5	24.3

2.4 Wind-Waves

The Simulating Waves Nearshore (SWAN) model (Delft University of Technology, 2012) was used to simulate wave conditions for 2-yr to 100-yr return period events. SWAN predicts random, short-crested wind-generated waves in coastal regions and inland waters based on given wind and water depth conditions. The model domain consisted of a curvilinear grid with grid resolution varying from 50 meters in offshore regions to 5 meters near the project site. Figure 2.3 shows the constructed model domain and grid elevations used in the wave simulations. Due to the sheltered location of the project site within the Columbia River Estuary (due to the jetties), it was assumed that Pacific Ocean swell did not have a major impact on waves.

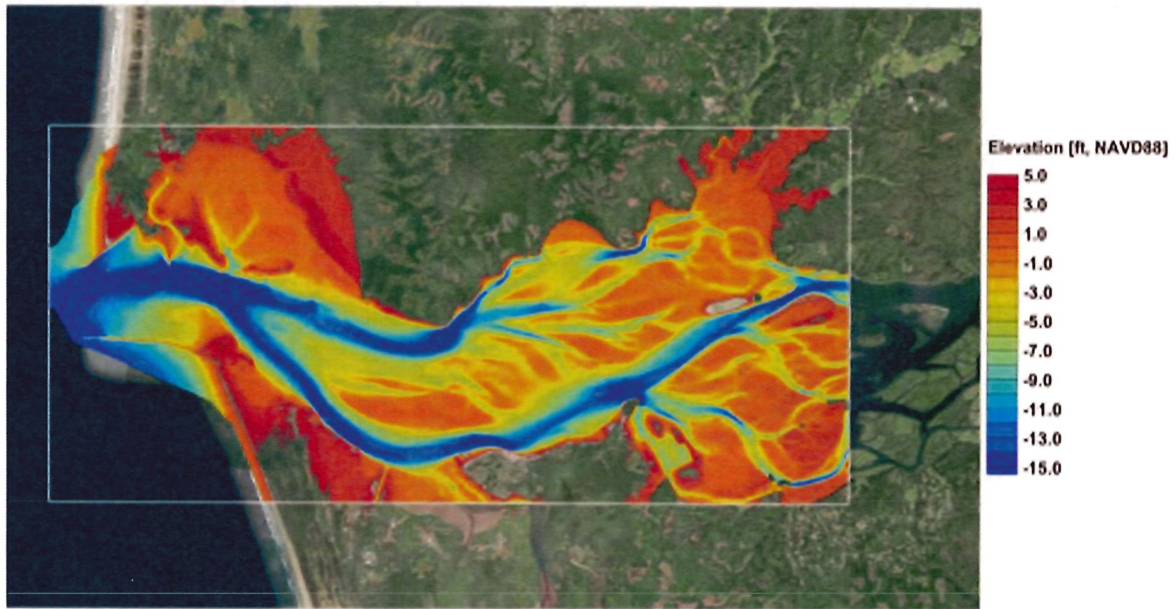


Figure 2.3 SWAN Model Domain and Grid Elevations

Extreme event wind speeds listed in Table 2.2 were used as input to the SWAN model. Primary simulations were performed at MHHW for conservatism, since this results in slightly larger wave heights. In addition, sensitivity tests were carried out to assess the influence of the Highest Observed Tide on wave conditions at the project site. Figure 2.4 (top) presents example SWAN model output of significant wave height (H_s) for a northwesterly 100-year return period storm, covering the broader modeling domain. Figure 2.4 (bottom) shows a zoomed-in view of the significant wave height results in the vicinity of the project site.

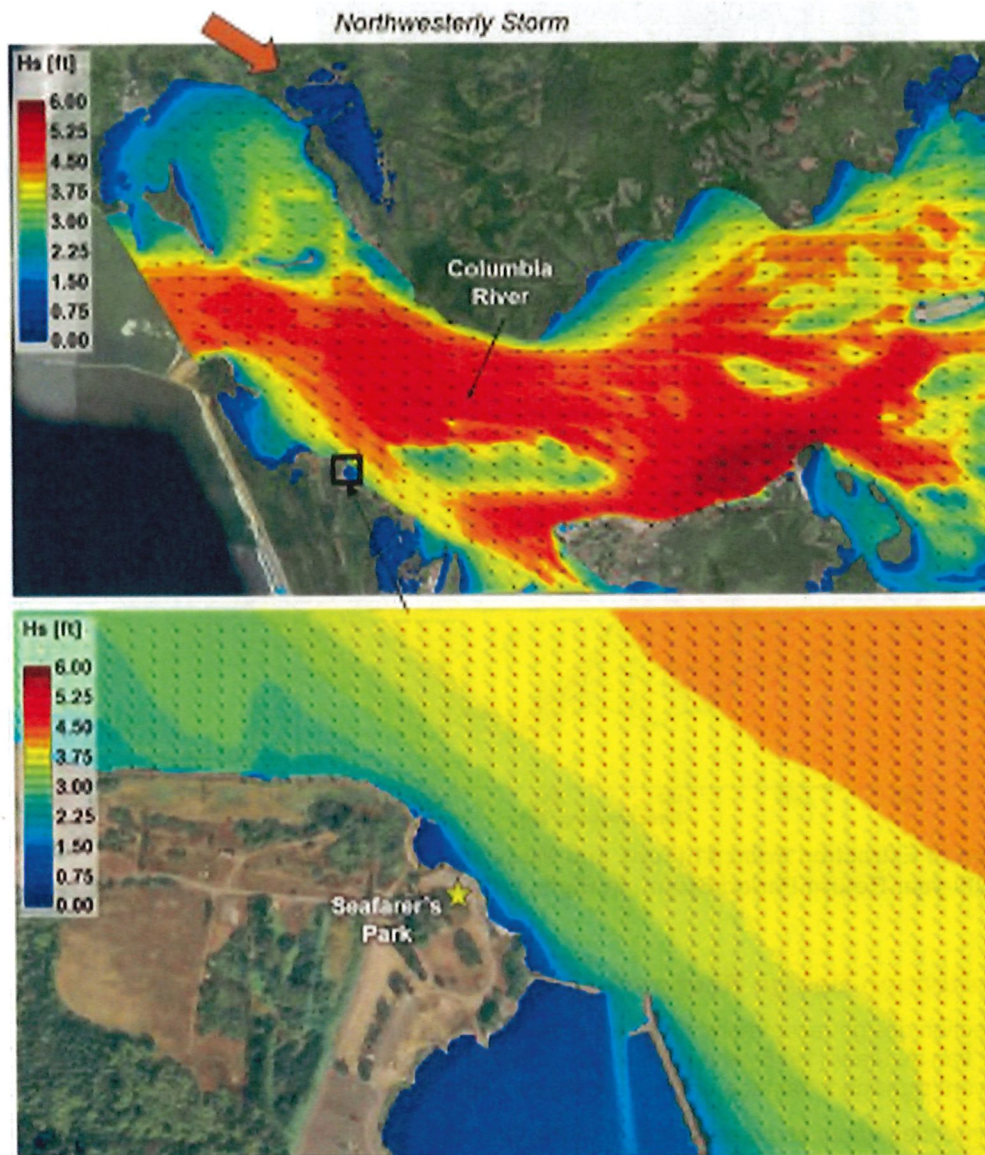


Figure 2.4 Distribution of Modeled Significant Wave Height (Hs) for Northwesternly 100-year Return Period Storm (Top), and Zoomed-in View in the Vicinity of the Project Site (Bottom).

The significant wave height predicted during 100-year return period storm (from different directions) at the site can reach up to 3.8 feet at the highest observed tide (+12.69' NAVD88), with peak wave period of approximately 4.2 seconds. Figure 2.5 (top) shows the extraction point (Point #1) where modeled significant wave heights were extracted to support revetment design. Figure 2.5 (bottom) presents the omnidirectional wave height distribution for the 100-year return period storm at the Highest Observed Tide. Additional modeling results, including those for more frequent (lower return period) storm events and simulations at Mean Higher High Water (MHHW) are provided in Appendix A.

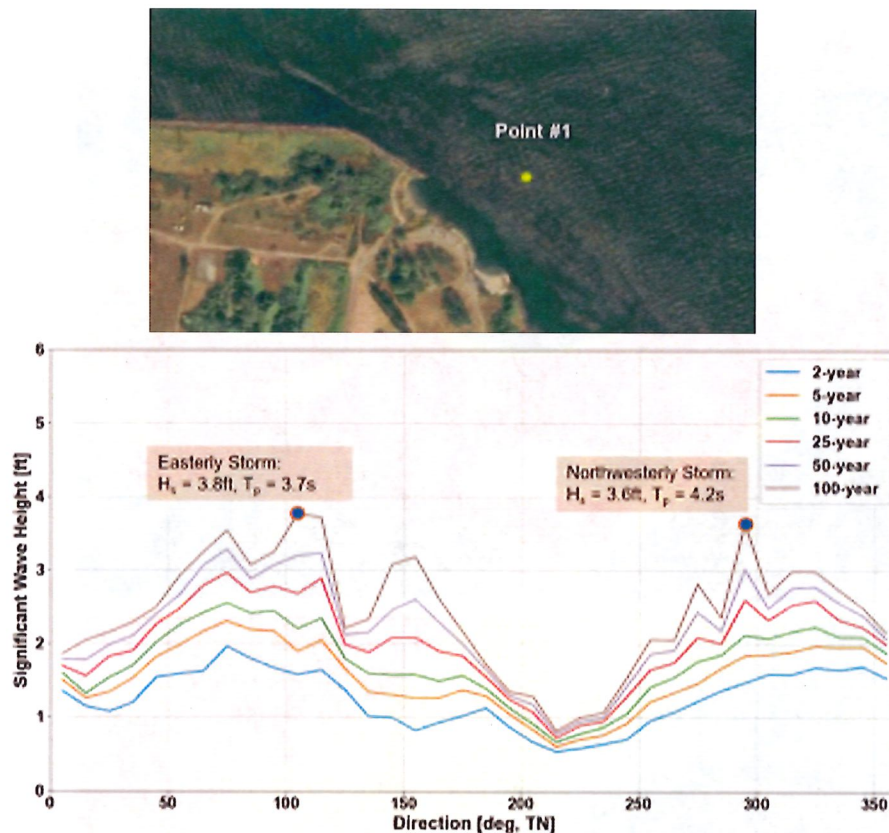


Figure 2.5 Location of Extraction Point #1 (Top), and Modeled Significant Wave Heights at Point #1 During 100-year Return Period Storm, at Highest Observed Tide (Bottom)

3. Shoreline Protection Design Recommendations

The shoreline protection design recommendations were developed assuming a 3H:1V slope as directed by NCCD. van de Meer (1988) was used to calculate the required stone sizes and layer thicknesses to prevent significant damage under wave attack during 100-year storm wave conditions.

- The recommended armor stone size class from the Oregon Department of Transportation (ODOT) standard materials is ODOT Class 700, with a median diameter 1.3 feet and median weight 200 pounds. Given the median size of Class 700 riprap, an armor layer thickness of 2.5 feet is recommended.
- The recommended armor stone size class from the Oregon Department of Transportation (ODOT) standard materials is ODOT 00280.16 - Construction Entrance Aggregate (3" median diameter angular rock). Given the median size of the proposed bedding stone, a bedding layer thickness of 1.0 feet (minimum constructible) is recommended.
- Foundation preparation should consist of debris and existing rock removal, slope grading, compaction to the extent feasible, and placement of non-woven geotextile prior to placing the bedding layer. Where needed to obtain smooth 3H:1V grades prior to placement of geotextile, it is recommended to place granular backfill.
- Overtopping should be anticipated in large storm events, depending on the water level at the time of the peak storm waves. Shoreline protection design should consider flows moving over the top of the revetment crest, and the connection between rock and paved area should be made resistant to erosion.

4. References

Delft University of Technology. 2012. *SWAN - User Manual, Version 40.91*. Delft: Environmental Fluid Mechanic Section.

Iowa State University. 2025. *ASOS Network: Iowa environmental Mesonet*. Meteorological Data at AST Astoria/Clatsop. Meteorological Information System data available on the World Wide Web accessed June 2025, at https://mesonet.agron.iastate.edu/sites/site.php?station=AST&network=OR_ASOS

National Data Buoy Center. 2025. *Historical Data at Station ASTO3 - 9439040*. National Meteorological Information System data available on the World Wide Web accessed June 2025, at URL https://www.ndbc.noaa.gov/station_page.php?station=asto3

USACE. 2010. *Lower Columbia Digital Terrain Model*. Lower Columbia Estuary Partnership. Data available on the World Wide Web accessed June 2025, at URL [Lower Columbia Digital Terrain Model | Estuary Partnership](#)

Van der Meer, J.W. (1988). *Rock Slopes and Gravel Beaches Under Wave Attack*. TU Delft and Deltares.

Appendices

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A. PowerPoint Slides for Coastal Engineering Analysis



**COAST & HARBOR
ENGINEERING**

Coastal Analysis for Revetment Design

Seafarer's Park, Warrenton, OR

Preliminary Results

June 30, 2025



Project Location

Seafarer's Park

- Erosion has claimed portions of the park's shoreline
- Erosion caused by high tides and wave action during winter storms
- Sustained significant erosion during the January 2024 winter storm Heather
- Project aims to stabilize the shoreline and prevent future erosion and protect the car parking space



Analysis Objectives

Seafarer's Park

- Investigate site conditions using site photos
- Perform coastal conditions analysis including storm waves and water levels
- Provide assistance with the development of a revetment solution with 50–100-year design life
- Evaluate revetment performance against wave action including overtopping



Site Conditions

Aerial Photos

Historical imagery – Google Earth



Site Conditions

Aerial Photos

- January 2024 winter storm Heather caused significant damage to shoreline
- Heather entered the Pacific Northwest on January 12, bringing high winds to Northern Oregon

August 2023 (Pre-2024 Winter Storm)



Site Conditions

March 2024 (Post-2024 Winter Storm)

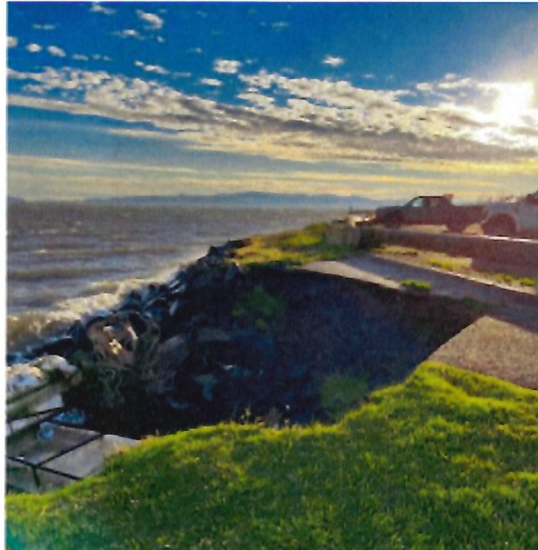
Aerial Photos

- January 2024 winter storm Heather caused significant damage to shoreline



Shoreline Erosion

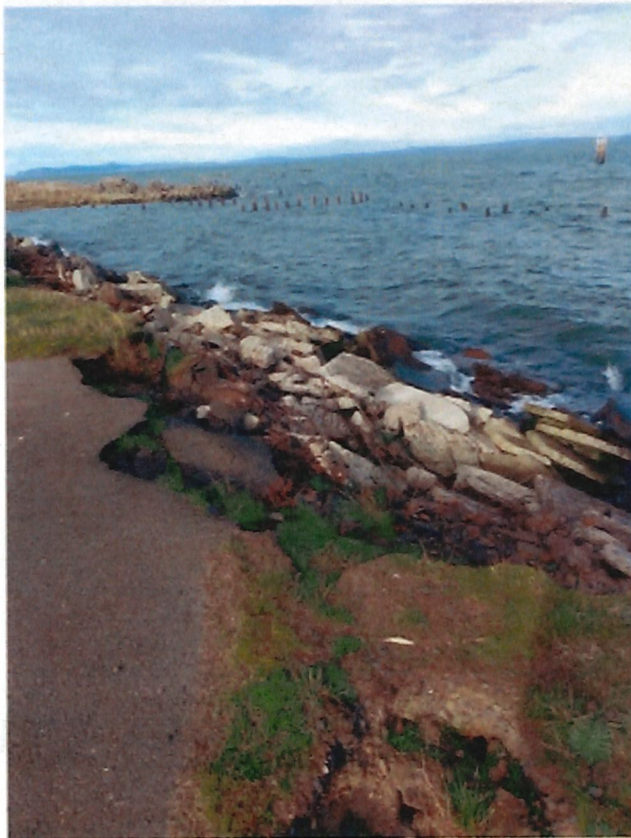
Site Photos



Source: RFP

Shoreline Erosion

Site Photos



Source: RFP

Shoreline Erosion

Site Photos



Shoreline Erosion

Site Photos



Source: RFP

Site Conditions

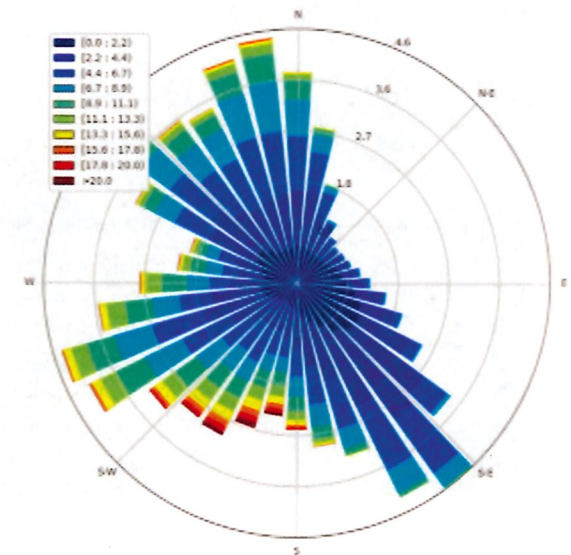
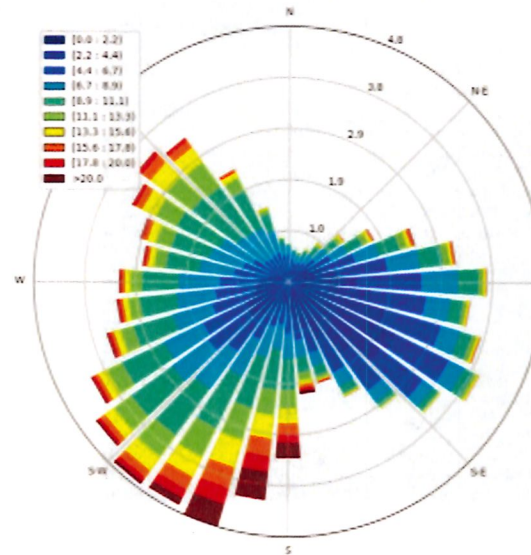
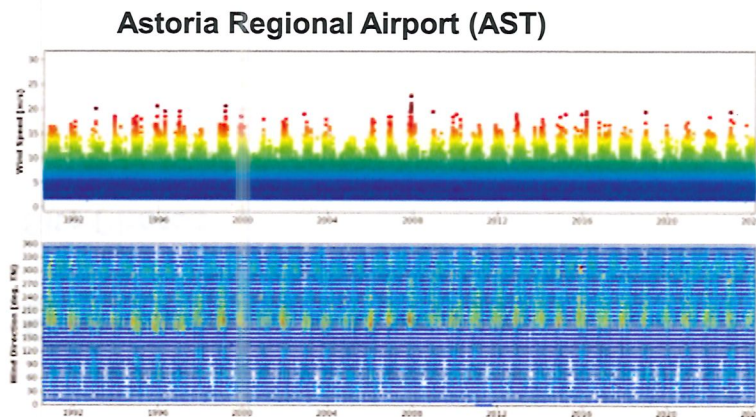
Winds

- Obtained winds from NDBC Astoria Station ASTO3 (NOAA 9439040) and ASOS Station at Astoria Regional Airport (AST)
- NBDC ASTO3 (NOAA 9439040) is closer but has steep terrain blocking easterly winds, only 20 years of data
- AST station better captures easterly winds and has 70+ years of data.



Astoria Regional Airport (AST)

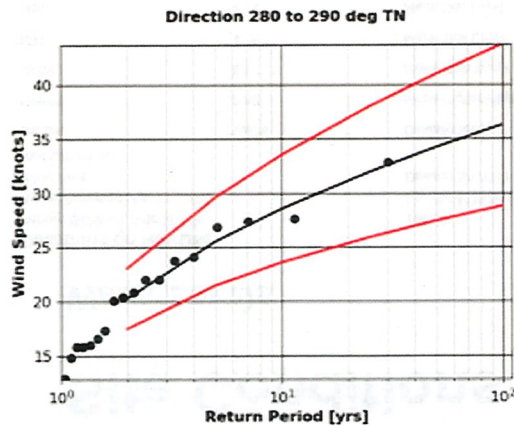
NDBC ASTO3 / NOAA 9439040



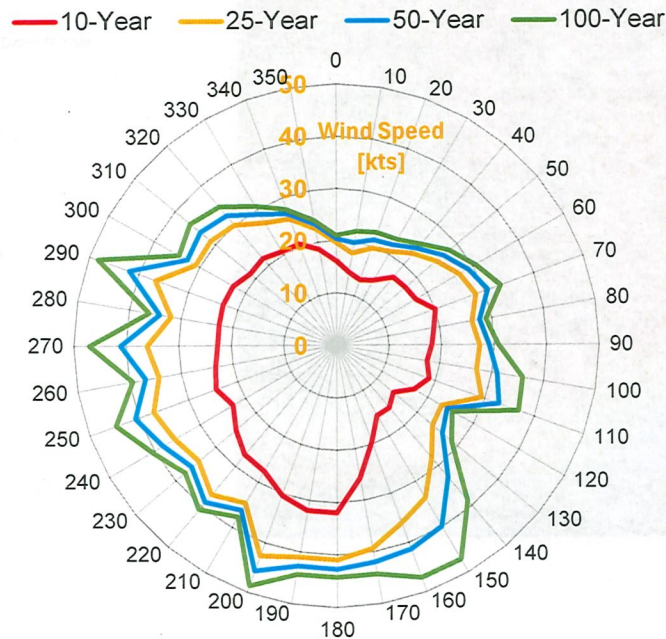
Site Conditions

Winds

- Performed extremal analysis using long-term wind records using either Gumbel or Weibull distribution
- Combined the directional extreme winds for design to account for terrain limitations



Example extremal analysis results



Direction [deg TN]	Return Period [years] – Speeds in Knots					
	2	5	10	25	50	100
5	16.1	17.8	18.7	19.7	20.4	21.0
15	14.1	15.1	15.7	17.9	19.9	22.1
25	13.2	15.8	17.5	19.7	21.4	23.0
35	14.3	17.0	18.7	20.7	22.0	23.3
45	16.8	19.5	21.1	22.9	24.0	25.1
55	17.1	20.4	22.5	24.9	26.6	28.1
65	17.5	21.8	24.3	27.1	28.9	30.6
75	20.1	23.1	25.3	28.3	30.7	33.3
85	18.8	22.2	24.1	26.3	27.7	29.0
95	18.2	22.1	24.5	27.3	29.1	30.9
105	17.5	20.4	22.9	27.1	31.1	36.0
115	18.8	22.4	25.3	29.4	32.9	36.8
125	17.0	19.8	21.4	23.1	24.3	25.4
135	14.1	18.0	20.6	23.8	26.3	28.6
145	15.6	19.5	22.8	28.1	32.9	38.7
155	15.5	21.6	26.5	33.7	40.0	47.1
165	19.6	25.4	29.8	36.1	41.4	47.2
175	25.7	31.9	35.4	39.4	42.0	44.4
185	32.0	36.1	38.4	41.0	42.7	44.3
195	32.0	36.1	38.4	41.0	42.8	44.4
205	30.5	35.4	38.6	42.7	45.7	48.8
215	27.6	30.2	32.3	34.7	36.3	37.7
225	27.2	31.4	34.0	37.0	39.0	40.8
235	25.0	29.2	31.6	34.2	36.0	37.6
245	22.8	28.2	31.7	35.6	38.2	40.6
255	24.4	29.0	32.4	37.0	40.7	44.7
265	23.4	27.6	30.4	34.3	36.9	39.4
275	22.6	26.9	30.5	36.0	41.1	47.0
285	22.7	26.8	29.2	31.9	34.2	36.2
295	22.9	27.2	30.8	36.6	41.9	48.2
305	22.6	25.9	28.1	30.8	32.7	34.5
315	21.3	25.0	27.7	31.2	33.7	36.3
325	21.7	24.7	27.1	30.1	32.4	34.6
335	20.7	23.6	25.2	27.1	29.0	30.7
345	20.6	23.0	24.3	25.8	26.8	27.7
355	18.6	20.5	21.6	22.7	23.5	24.3

Site Conditions

Water Levels

Elevations on NAVD88

Station: 9439040, Astoria, OR

Status: Accepted (Apr 17 2003)

Units: Feet

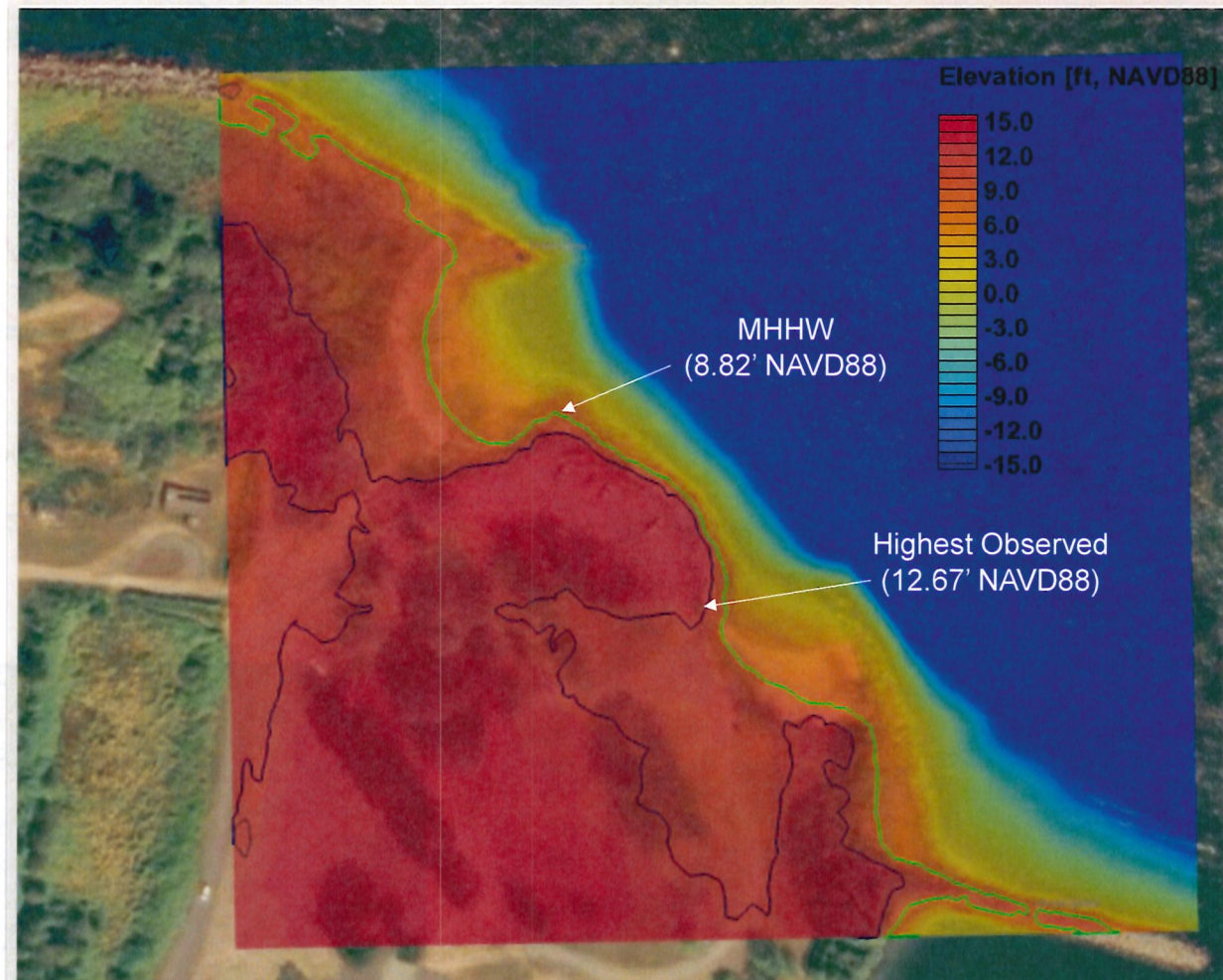
Control Station:

T.M.: 0

Epoch: 1983-2001

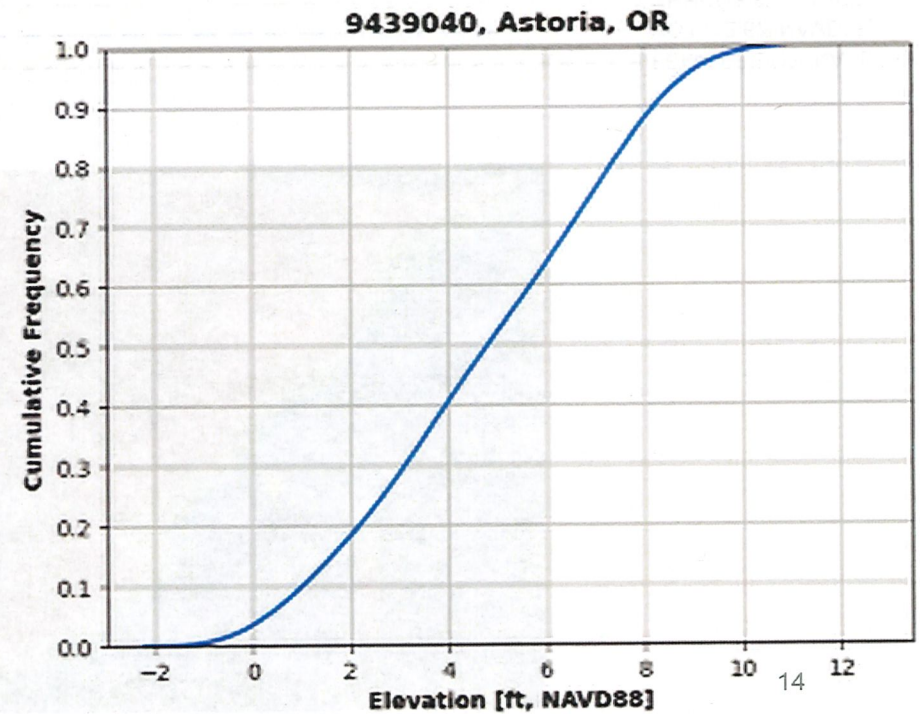
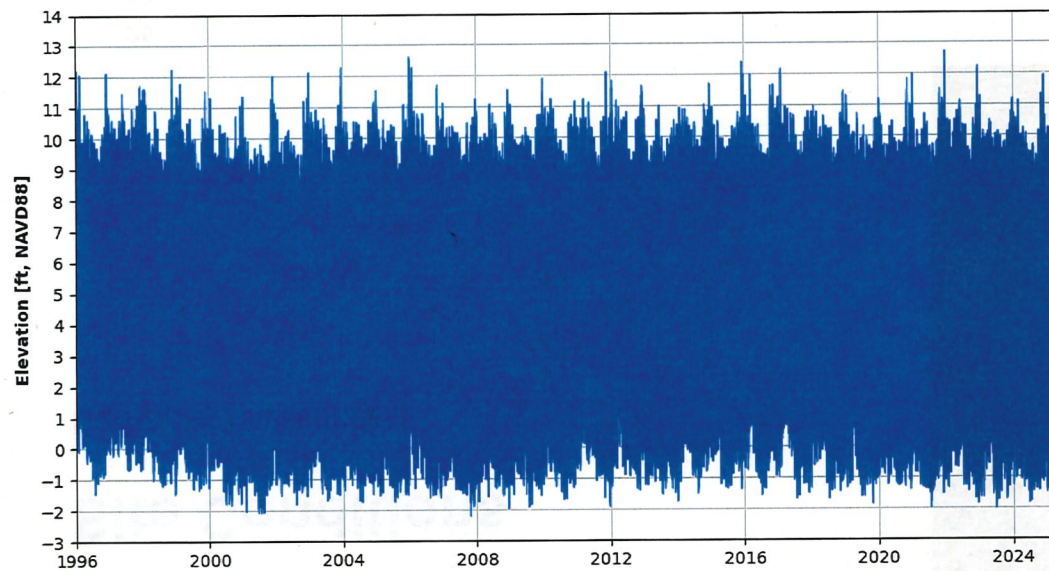
Datum: NAVD88

Datum	Value	Description
MHHW	8.82	Mean Higher-High Water
MHW	8.15	Mean High Water
MTL	4.76	Mean Tide Level
MSL	4.72	Mean Sea Level
DTL	4.52	Mean Diurnal Tide Level
MLW	1.38	Mean Low Water
MLLW	0.21	Mean Lower-Low Water
NAVD88	0.00	North American Vertical Datum of 1988
STND	-2.02	Station Datum
GT	8.61	Great Diurnal Range
MN	6.77	Mean Range of Tide
DHQ	0.68	Mean Diurnal High Water Inequality
DLQ	1.17	Mean Diurnal Low Water Inequality
HWI	9.16	Greenwich High Water Interval (in hours)
LWI	2.97	Greenwich Low Water Interval (in hours)
Max Tide	12.67	Highest Observed Tide
Max Tide Date & Time	01/04/2022 02:00	Highest Observed Tide Date & Time
Min Tide	-3.64	Lowest Observed Tide
Min Tide Date & Time	01/28/1979 20:18	Lowest Observed Tide Date & Time
HAT	10.93	Highest Astronomical Tide
HAT Date & Time	12/23/2003 20:30	HAT Date and Time
LAT	-1.89	Lowest Astronomical Tide
LAT Date & Time	07/22/2005 16:12	LAT Date and Time



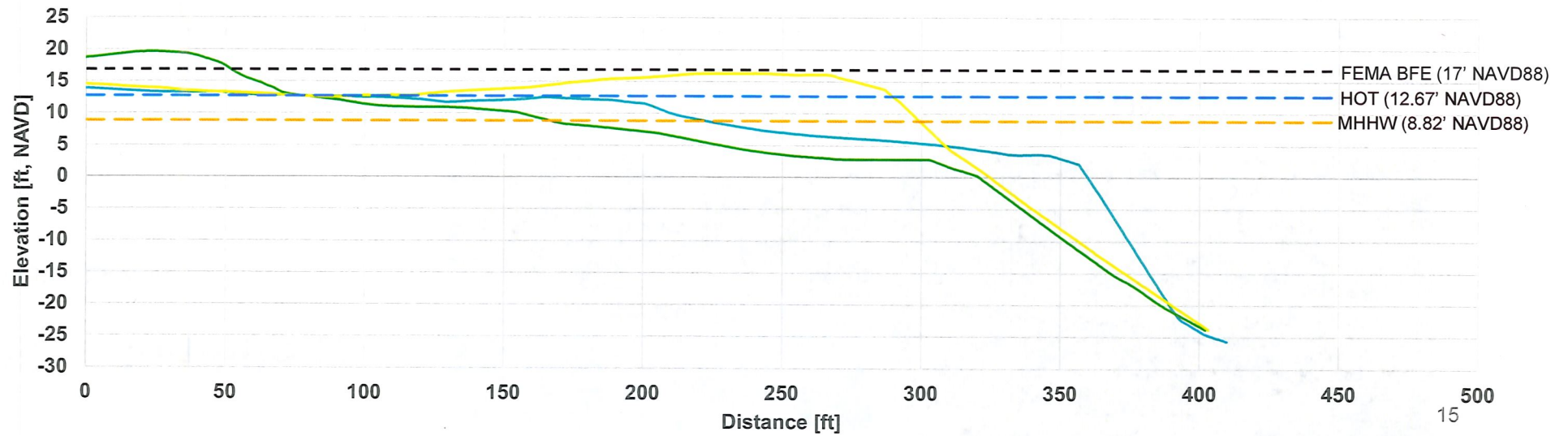
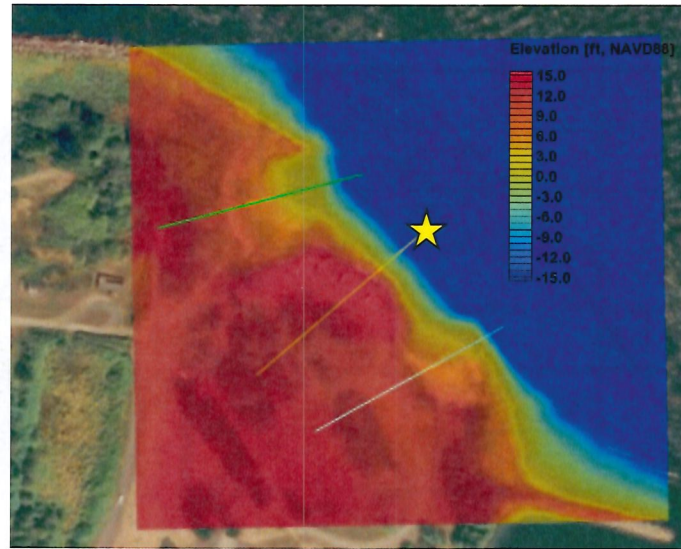
Site Conditions

Water Levels



Site Conditions

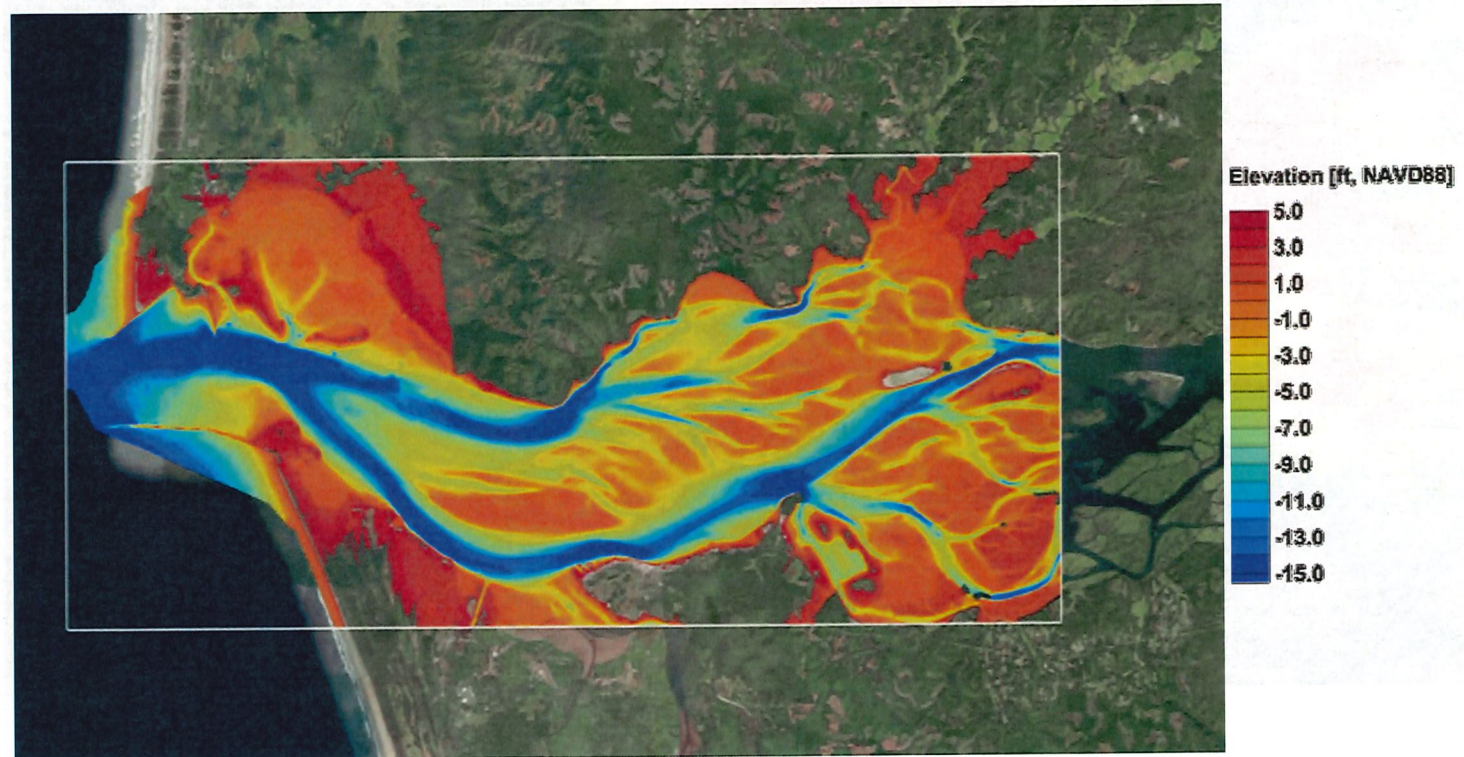
Example Transects



Coastal Processes Analysis

Storm Waves

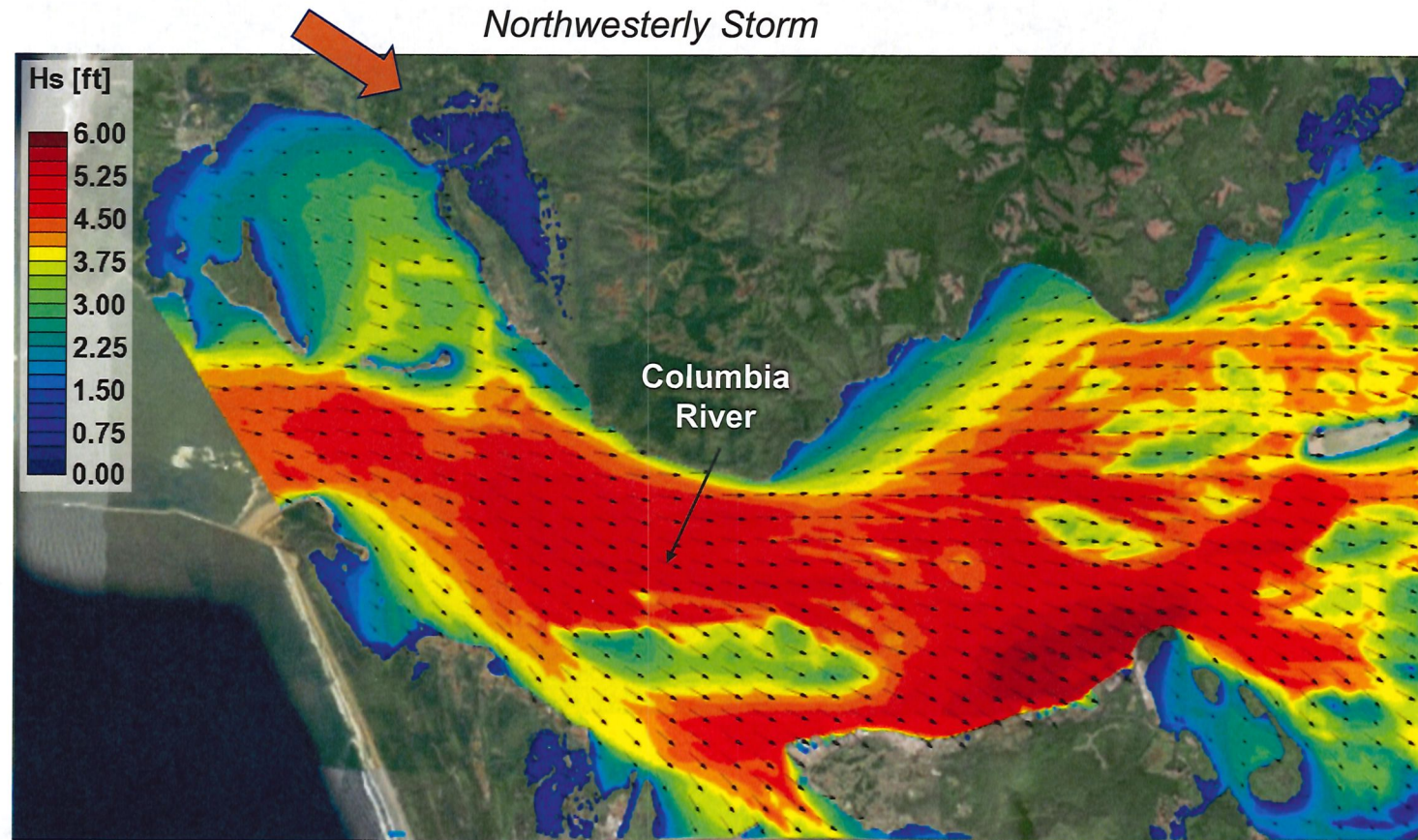
- Performed wind-wave growth and transformation modeling using SWAN model
- Figure shows SWAN model domain extents and grid point elevations



Coastal Processes Analysis

Storm Waves

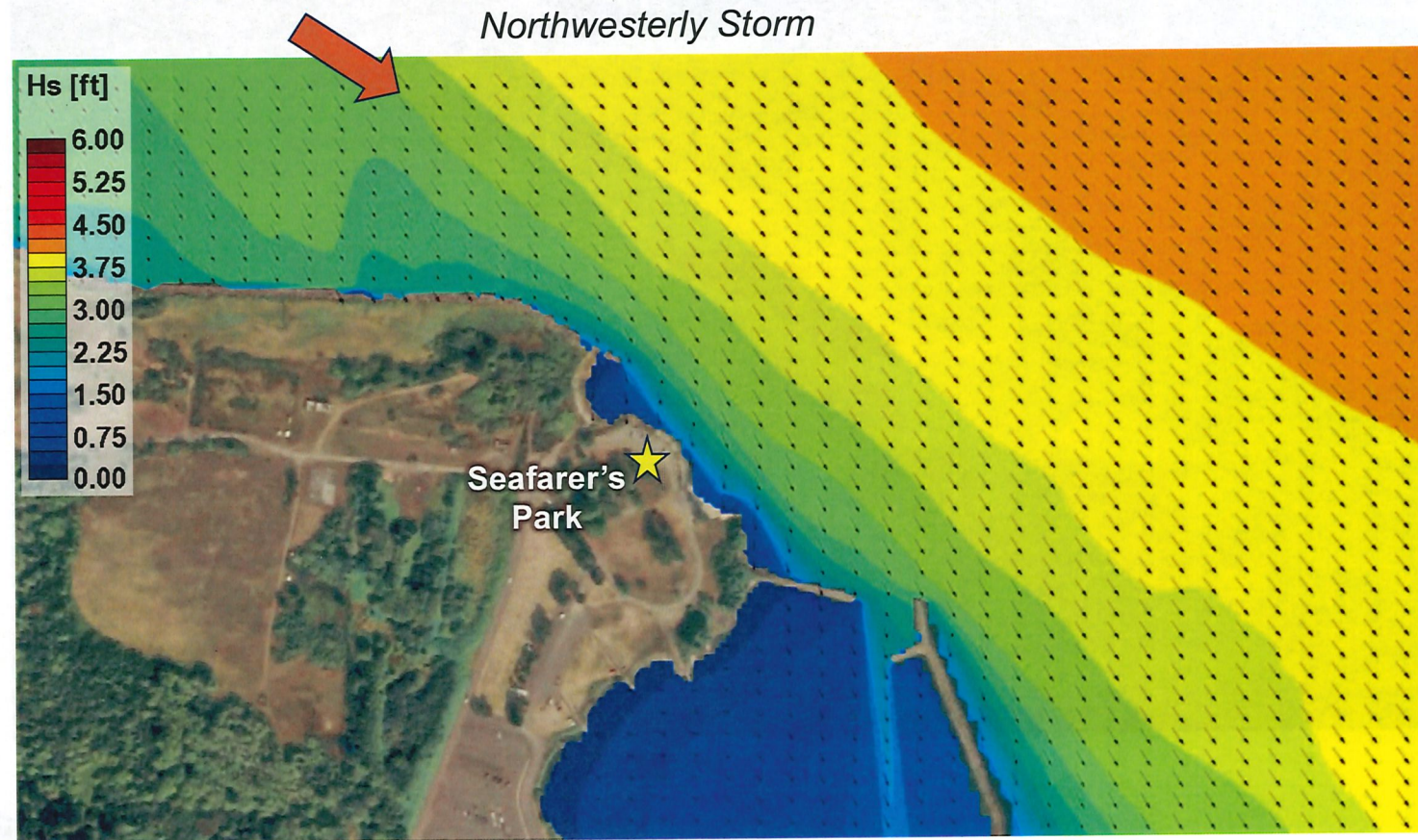
- Simulated 100-yr winds from 290 deg TN, MHHW water level
- Example results show Significant Wave Height (H_s)



Coastal Processes Analysis

Storm Waves

- Simulated 100-yr winds from 290 deg TN, MHHW water level
- Example results show Significant Wave Height (H_s) near project site
- Results indicate H_s of ~3.4ft (peak period 4.2s) offshore of the project site

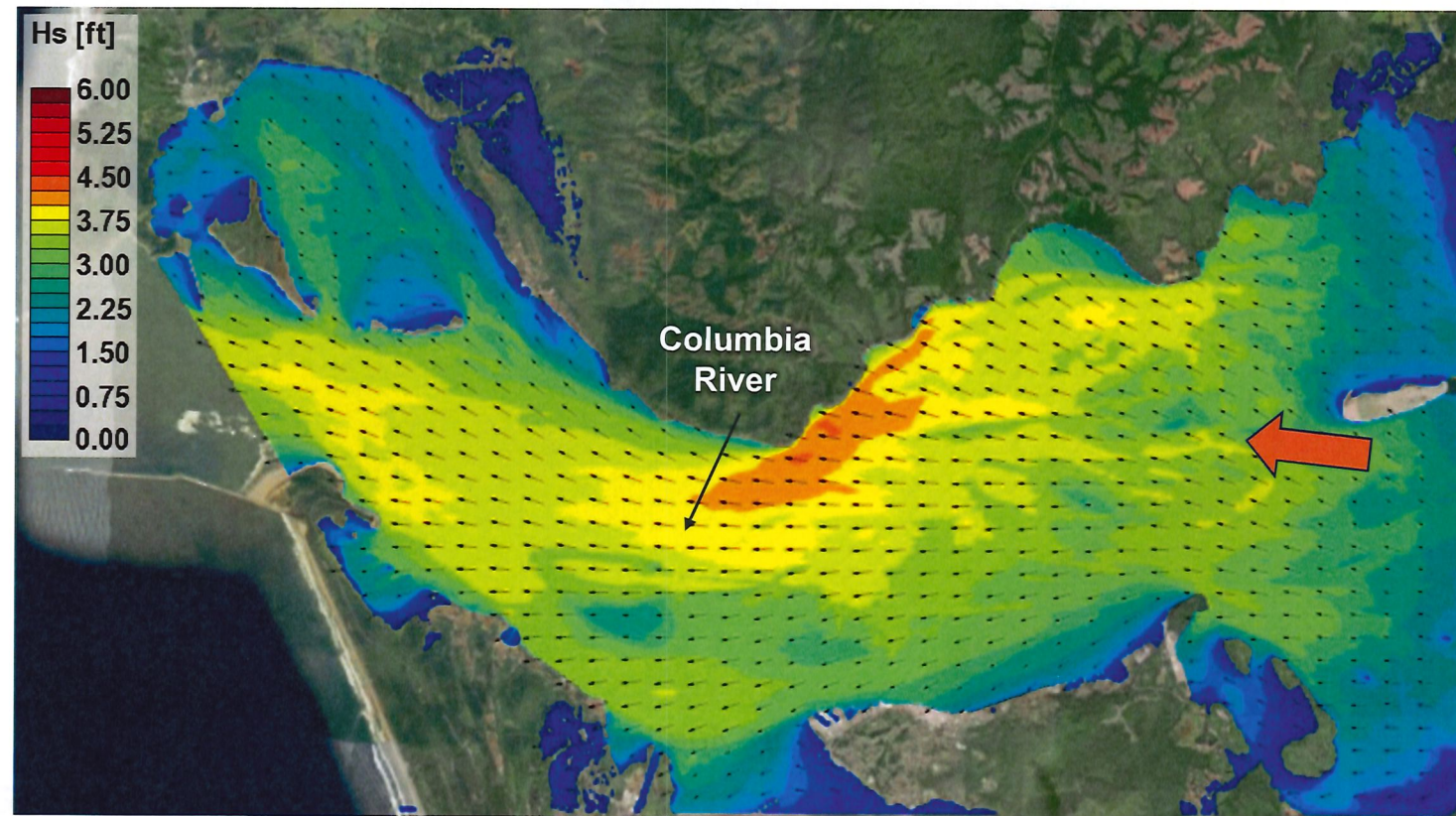


Coastal Processes Analysis

Storm Waves

- Simulated 100-yr winds from 105 deg TN, MHHW water level
- Example results show Significant Wave Height (H_s)

Easterly Storm

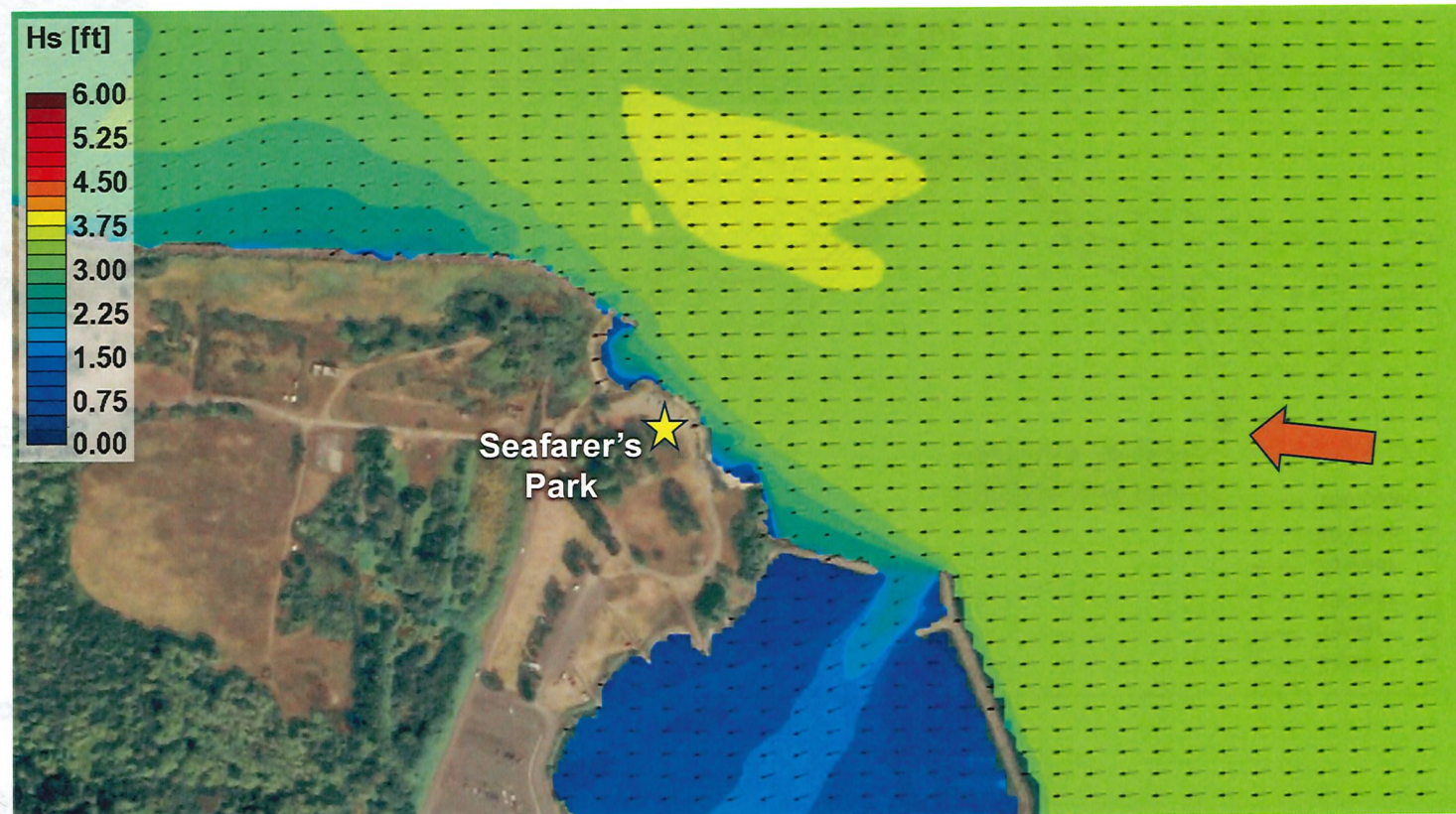


Coastal Processes Analysis

Storm Waves

- Simulated 100-yr winds from 105 deg TN, MHHW water level
- Example results show Significant Wave Height (H_s) near project site
- Results indicate H_s of ~3.4ft (peak period 3.7s) offshore of the project site

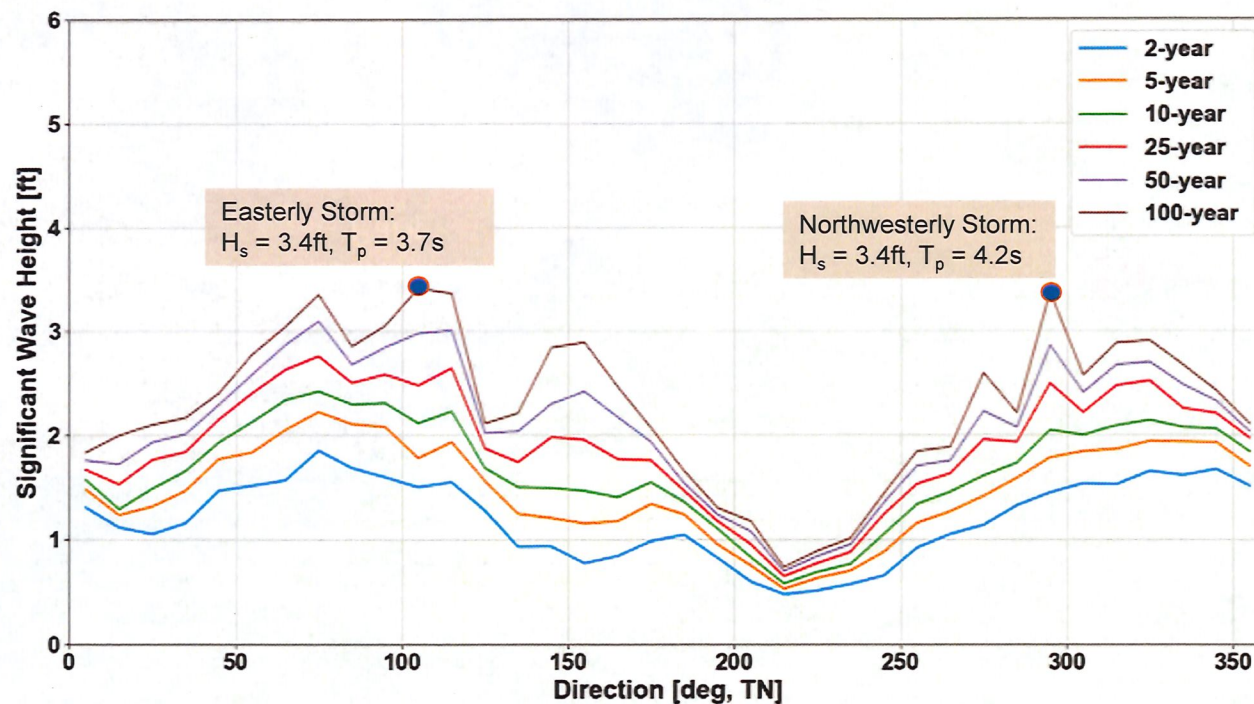
Easterly Storm



Coastal Processes Analysis

Design Conditions – 100-yr Storm

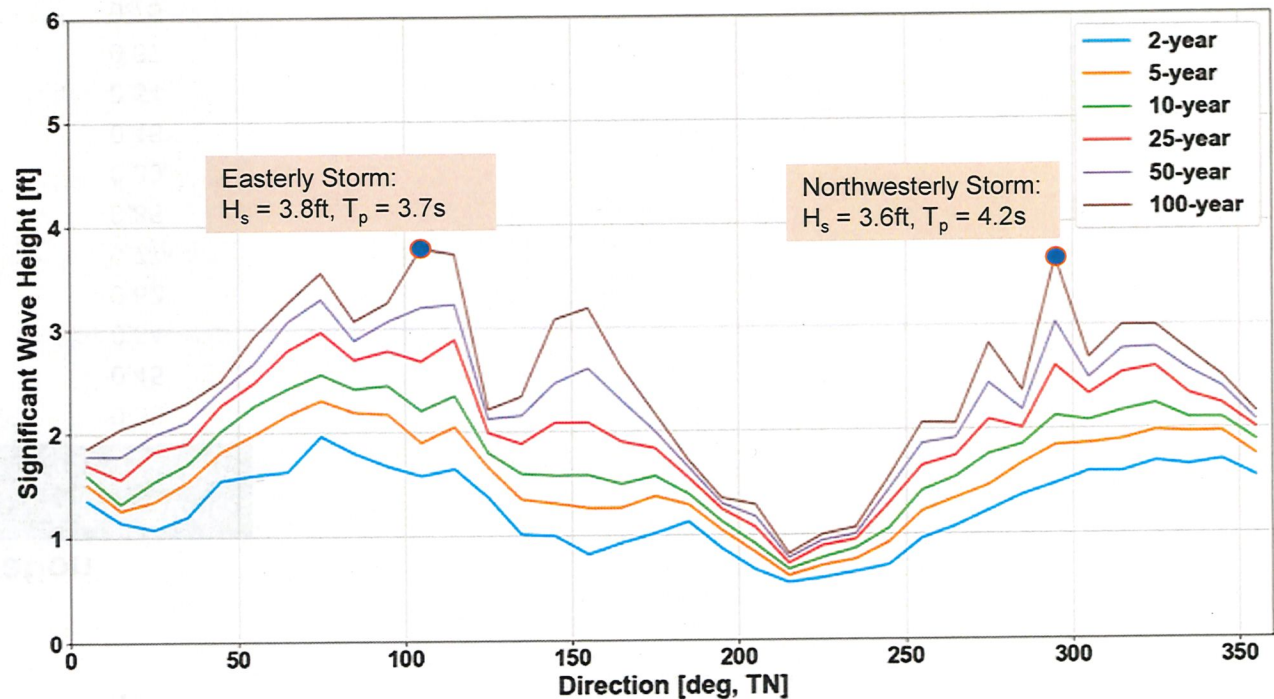
- Storm conditions extracted at Point #1 located ~300 ft offshore of the project site
- Results shown here are at MHHW water level (+8.82' NAVD88)



Coastal Processes Analysis

Design Conditions – 100-yr Storm

- Storm conditions extracted at Point #1 located ~300 ft offshore of the project site
- Results shown here are at Highest Observed Tide (+12.69' NAVD88)



Revetment Design

Armor Stone Size – PRELIMINARY, for 3H:1V slope

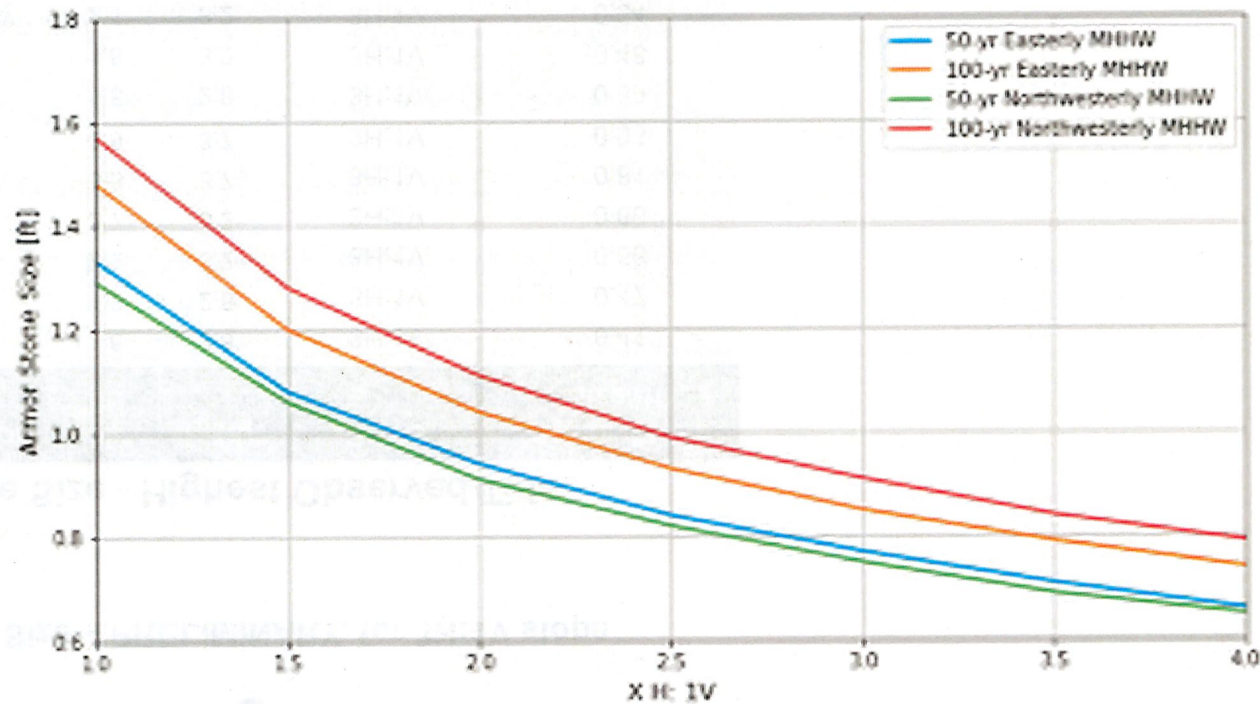
Armor Stone Size - MHHW Tidal Elevation

Storm Condition	H _s [ft]	T _p [s]	Slope	Armor Stone Size [ft]
2-yr Easterly	1.5	2.8	3H:1V	0.39
5-yr Easterly	1.8	2.8	3H:1V	0.45
10-yr Easterly	2.1	3.2	3H:1V	0.54
25-yr Easterly	2.5	3.2	3H:1V	0.62
50-yr Easterly	3.0	3.7	3H:1V	0.77
100-yr Easterly	3.4	3.7	3H:1V	0.85
2-yr Northwesterly	1.5	2.8	3H:1V	0.39
5-yr Northwesterly	1.8	3.2	3H:1V	0.48
10-yr Northwesterly	2.1	3.2	3H:1V	0.54
25-yr Northwesterly	2.5	3.7	3H:1V	0.67
50-yr Northwesterly	2.9	3.7	3H:1V	0.75
100-yrNorthwesterly	3.4	4.2	3H:1V	0.91

- *Armor stone size will increase substantially at steeper revetment slopes*
- *Assumes properly constructed revetment with appropriate foundation preparation, layering, and stone interlocking*

Revetment Design

Armor Stone Size – PRELIMINARY, for different slopes



- Assumes properly constructed revetment with appropriate foundation preparation, layering, and stone interlocking

Revetment Design

Armor Stone Size – PRELIMINARY, for 3H:1V slope

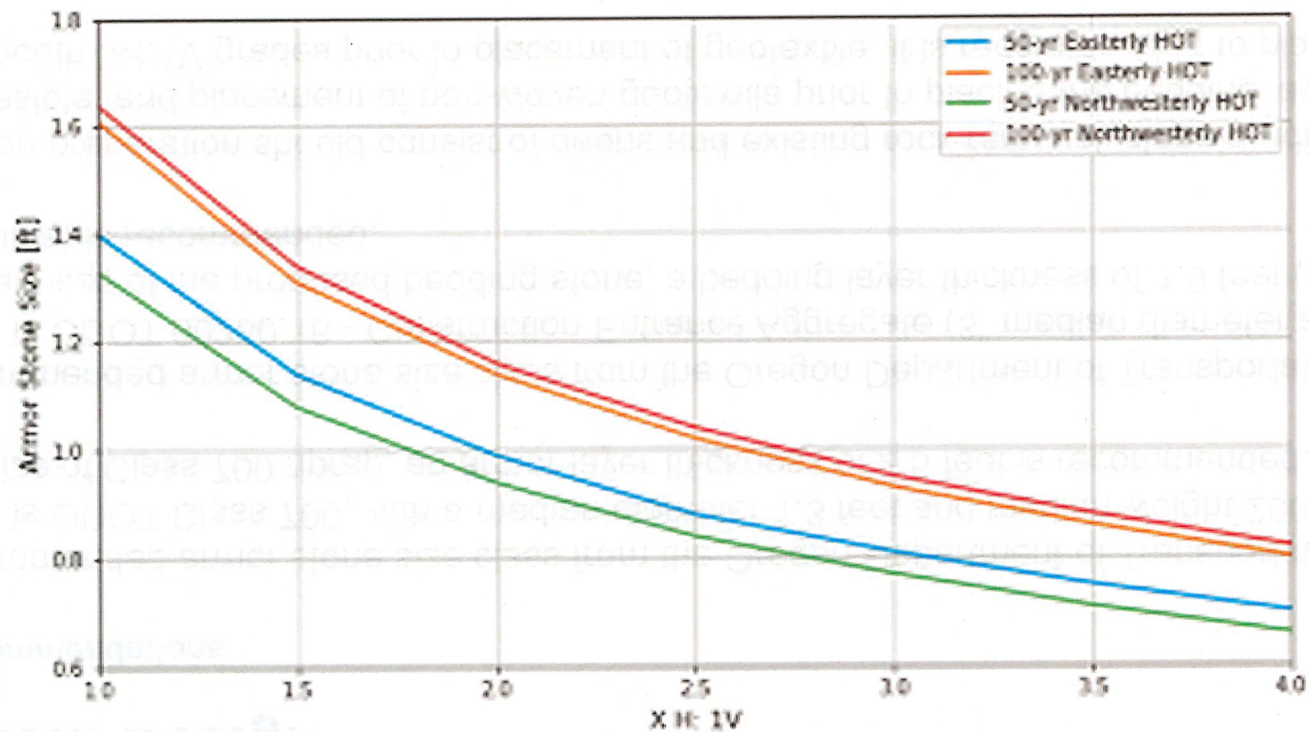
Armor Stone Size - Highest Observed Tide

Storm Condition	H _s [ft]	T _p [s]	Slope	Armor Stone Size [ft]
2-yr Easterly	1.6	2.8	3H:1V	0.41
5-yr Easterly	1.9	2.8	3H:1V	0.47
10-yr Easterly	2.2	3.2	3H:1V	0.56
25-yr Easterly	2.7	3.2	3H:1V	0.66
50-yr Easterly	3.3	3.7	3H:1V	0.81
100-yr Easterly	3.8	3.7	3H:1V	0.93
2-yr Northwesterly	1.5	2.8	3H:1V	0.39
5-yr Northwesterly	1.8	3.2	3H:1V	0.48
10-yr Northwesterly	2.1	3.2	3H:1V	0.54
25-yr Northwesterly	2.6	3.7	3H:1V	0.69
50-yr Northwesterly	3.0	3.7	3H:1V	0.77
100-yrNorthwesterly	3.6	4.2	3H:1V	0.95

- *Armor stone size will increase substantially at steeper revetment slopes*
- *Assumes properly constructed revetment with appropriate foundation preparation, layering, and stone interlocking*

Revetment Design

Armor Stone Size – PRELIMINARY, for different slopes



- Assumes properly constructed revetment with appropriate foundation preparation, layering, and stone interlocking

Revetment Design

Design Recommendations

- The recommended armor stone size class from the Oregon Department of Transportation (ODOT) standard materials is ODOT Class 700, with a median diameter 1.3 feet and median weight 200 pounds. Given the median size of Class 700 riprap, an armor layer thickness of 2.5 feet is recommended.
- The recommended armor stone size class from the Oregon Department of Transportation (ODOT) standard materials is ODOT 00280.16 - Construction Entrance Aggregate (3" median diameter angular rock). Given the median size of the proposed bedding stone, a bedding layer thickness of 1.0 feet (minimum constructible) is recommended.
- Foundation preparation should consist of debris and existing rock removal, slope grading, compaction to the extent feasible, and placement of non-woven geotextile prior to placing the bedding layer. Where needed to obtain smooth 3H:1V grades prior to placement of geotextile, it is recommended to place granular backfill.
- Overtopping should be anticipated in large storm events, depending on the water level at the time of the peak storm waves. Shoreline protection design should consider flows moving over the top of the revetment crest, and the connection between rock and paved area should be made resistant to erosion.

Coastal Analysis for Revetment Design

Seafarer's Park, Warrenton, OR

Preliminary Results

June 30, 2025





City Commission Agenda Memo

Meeting Date: October 14, 2025
From: Esther Moberg, City Manager
Subject: State Lobbyist for Waste Water Treatment Plant

Summary:

The City is requesting to engage a lobbyist at the State level to assist with funding ask for the new wastewater treatment plant. We are hoping for \$3-10 million through state (specifically lottery) and other capital or housing funding mechanisms. A lobbyist will assist in getting us before the legislators with our ask.

Recommendation/Suggested Motion:

I move to approve hiring Public Affairs Counsel to promote and advocate at the State Legislative level funding for the City of Warrenton's new waste water treatment plant.

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

N/A

Attachments:

None

Approved by City Manager: _____



Professional Services Agreement (#25-014)

Client: City of Warrenton, having a principal place of business at 225 S Main Ave, Warrenton, OR 97146.

Contractor: Public Affairs Counsel, Inc. ("PAC"), having a principal place of Business at 201 Ferry St SE, Suite 200, Salem, OR 97301.

Article 1. Term of Contract

This Professional Services Agreement ("Agreement") is effective on October 16, 2025 and will continue in effect through May 15, 2026 unless terminated pursuant to the provisions of *Article 6* of this Agreement.

Article 2. Independent Contractor Status

It is the express intention of the parties that PAC is an independent contractor and not an employee, agent, joint venturer or partner of the City of Warrenton. Both parties acknowledge that PAC is not an employee for state or federal tax purposes.

Article 3. Services to be performed by PAC

Services to be provided include all legislative advocacy in support of the City of Warrenton's efforts to secure state funds for construction of a new wastewater treatment plant, which includes:

- Tracking relevant committees;
- Engaging with legislators on Ways & Means, leadership, and the Legislative Fiscal Office, among others; and
- Engaging with staff in the Governor's Office and Treasury

PAC designates Jenny Dresler as the lead lobbyist and primary contact for the City of Warrenton. PAC will register all lobbyists on staff as lobbyists for the City of Warrenton on the effective date of the Agreement.

PAC will have complete control over the manner and disposition of the services provided and the time spent in the performance of the services. The City of Warrenton will rely on

the experience and discretion of PAC to devote sufficient time and effort necessary to fulfill the purpose of this Agreement on a timely basis.

Article 4. Compensation

In consideration for the services to be performed by PAC, the City of Warrenton agrees to pay PAC \$5,000 per month upon receipt of PAC's invoices (total contract value of \$25,000 over 5 months). PAC will invoice on the 10th of each month for that month's work. Payment is due within 30 days. Client is not liable for payroll taxes, withholding of income tax, or worker's compensation for work performed under this Agreement. PAC will seek no additional expenses except (1) travel outside of the Willamette Valley (I-5 corridor from Portland to Eugene), and (2) where advance written approval has been secured from Client. PAC shall be entitled to pro rata portion of last month's compensation in the event this Agreement is terminated for any reason prior to March 15, 2026.

Article 5. Obligations of PAC

PAC shall indemnify, defend, and hold harmless the City of Warrenton, its subsidiaries and affiliates, and their respective officers, directors, agents, and employees (collectively the "Indemnified Parties") from and against any and all liability, loss, damage, and expense, including reasonable attorneys' fees, in connection with any claim, demand, action, or cause of action asserted against the Indemnified Parties arising directly or indirectly from any act or failure of PAC, including all claims relating to the injury or death of any person or damage to any property.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by PAC.

Article 6. Termination of Agreement

This Agreement shall terminate automatically on the occurrence of any of the following:

- Bankruptcy or insolvency of either party;
- Sale of the business of either party;
- Willful misconduct by either party;

PAC and the City of Warrenton each have the option to terminate this Agreement prior to March 15, 2026, with a minimum written notice of fifteen (15) days.

Article 7. Limitation of Liability

In no event will the City of Warrenton be liable to PAC, PAC's employees, subcontractors, or any third party for any indirect, special, exemplary, punitive, incidental or consequential damages, however caused and on any theory of liability, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

Article 8. General Provisions

This Agreement supersedes any and all Agreements whether oral or written, between the parties hereto with respect to the rendering of services by PAC for the City of Warrenton and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. And modification of this Agreement will be effective only if is in writing signed by both parties to this Agreement.

This Agreement will be governed by and construed in accordance with the laws of the State of Oregon.

Contractor

Public Affairs Counsel, Inc.

Client

City of Warrenton



James L. Wilson
President

Date: September 29, 2025

Date: _____

PAC Social Security Number or
Taxpayer Identification Number: 93-0674392