

**CITY OF NEWPORT, OREGON  
DRAFT GOODS AND SERVICES CONTRACT**

**Yaquina Heights Tank – Tank Improvements Package**

BASED UPON the quotes submitted in response to a request for quotes for Yaquina Heights Tank – Tank Improvement Package, as issued and administered by City of Newport (City), City and MJE Industrial (Contractor) hereby enter into a contract for services in accordance with the specifications and quote provided.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

- (1) Exhibit A – Request for Quotes
- (2) Exhibit B – Contractor Quote
- (3) Exhibit C – Oregon Public Contracting Requirements

To the extent there are any inconsistencies or conflicts between this document and Exhibit B, this document shall control and prevail.

1. Term. The term of this Contract shall extend from its execution to project completion, unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.
2. Scope of Work. Contractor shall provide all materials, labor, equipment, and all other services and facilities necessary for the services specified in the attached Exhibits A and B (Project). Work shall be completed within 90 days of the date given in the Notice to Proceed.
3. Compensation.
  - 3.1 Basis of Payment. Contractor shall complete Project as defined above and in the attached exhibits for the prices in Exhibit B, with an estimated total fee of \$73,020.00.
  - 3.2 Invoices. Payments shall be based upon Contractor's invoices submitted to City, detailing the previous month's fees and costs.
    - a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Project. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date, subject to a five percent (5%) retainage to be paid only after full performance and acceptance by City.

b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Permits. City will be responsible for obtaining all permits, approvals and authorizations necessary for Contractor's performance.
5. Termination for Convenience. This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.
6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
  - 6.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
  - 6.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
  - 6.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
7. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach

within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be affected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for equipment installed and services performed in accordance with the manner of performance as set forth in this Contract.

8. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:

8.1 If terminated under paragraph 7 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to City the amount of the reasonable excess.

8.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.

8.3 If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

8.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

8.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.

9. Standard of Care. Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the equipment and services City is purchasing.

10. Reports. The Contractor shall provide City with reports as detailed in Contractor's proposal, at a minimum of once per month, outlining the Project progress, issues of concern and budget status.

11. Change Orders. Contractor and City reserve the right to order changes to the equipment and services to be provided herein. Contractor and City shall determine a

fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.

12. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
13. Security and Substance Check. Contractor agrees that each of its employees and subcontractor's employees involved in this Project may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.
14. Access to Records. For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.
15. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

City of Newport  
169 SW Coast Highway  
Newport, OR 97365  
Phone: (541) 574-3366  
Email: [c.janigo@newportoregon.gov](mailto:c.janigo@newportoregon.gov)

CONTRACTOR:

Scott Woodward  
MJE Industrial  
PO Box 3434  
Gresham, OR 97080  
Phone: 503-936-8934  
Email: [scott@mjeindustrial.com](mailto:scott@mjeindustrial.com)

16. Warranty. Contractor's warranty is as stated within Exhibit B. Contractor further warrants that all materials, equipment, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.

17. Insurance. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

17.1. Commercial General Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,300,000
Personal & Advertising Injury	\$1,300,000
Errors & Omissions	\$1,300,000
Each Occurrence	\$1,300,000
Fire Damage (Any one fire)	\$50,000
Medical Expense (Any one person)	\$5,000

17.2. Commercial Automobile Insurance

Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.

17.3. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers that will comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

17.4. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this Agreement.

17.5. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage of Contractor's insurance without 30 days prior written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days prior notice of cancellation to the City

17.6. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration.

17.7. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

17.8. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

18. Indemnity. To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or



destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the negligence of City. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

19. Force Majeure. This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is affected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.
20. Independent Contractor. It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
21. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
22. Non-Waiver. The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder

should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

23. Non-Discrimination. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
24. Errors. Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles.
26. Consent to Jurisdiction. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.
27. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.
28. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
29. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees




incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.


30. Severability/Counterparts. In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect. This Agreement may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.
31. Entire Agreement. This Agreement shall be the exclusive agreement between the parties with respect to the included terms and for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
32. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:

CITY OF NEWPORT

By:   
Title: City Manager  
Date: 4-1-2021

CONTRACTOR:

MSE Industrial, LLC  
By:   
Title: owner  
Date: 3-31-2021

**EXHIBIT A**  
**Request for Quotes**

## QUOTATION FORM

**Project Name:** \_\_\_\_\_

**Quotation Deadline:** 2:00 PM on Thursday, January 21, 2021

**Submit Quotes to:** City of Newport - Engineering

Attn: Chris Janigo, Acting City Engineer  
169 SW Coast Highway  
Newport, OR 97365  
E-mail: c.janigo@newportoregon.gov  
Fax: 503-265-3301

I (am) (am not) a resident bidder as defined in ORS 279.029. If not a resident bidder, enter state of residency: \_\_\_\_\_

I acknowledge receipt of the following addenda (if any):

Addendum #'s: \_\_\_\_\_ Initial: \_\_\_\_\_

I propose to perform all work for the following unit prices:

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Tank Improvement Package	LS	1	_____	_____
			<b>Grand Total:</b>	_____

**Legal Name of Contractor (person or firm):** \_\_\_\_\_

**Construction Contractor's Board Registration Number:** \_\_\_\_\_

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

**Telephone Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**By (signature):** \_\_\_\_\_

**Name / Title:** \_\_\_\_\_

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



# GENERAL CONSTRUCTION NOTES:

- STANDARD SPECIFICATIONS - ALL CONSTRUCTION SHALL CONFORM TO THE DRAWINGS AND CORROSION PROTECTION SPECIFICATIONS. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. CONSTRUCTION WORK NOT SPECIFIED IN THE TECHNICAL SPECIFICATIONS OR DRAWINGS SHALL CONFORM TO THE CITY STANDARD SPECIFICATIONS.
- VERIFICATION OF EXISTING CONDITIONS - CONTRACTOR IS RESPONSIBLE FOR COLLECTING FIELD INFORMATION REQUIRED FOR FABRICATION AND INSTALLATION OF IMPROVEMENTS. DRAWINGS AND SPECIFICATIONS HAVE BEEN PREPARED USING RECORD DRAWINGS THAT MAY NOT ACCURATELY REPRESENT THE EXISTING CONDITIONS OF THE FACILITY.
- UNDERGROUND UTILITIES - PRIOR TO BEGINNING ANY EXCAVATION WITHIN THE WORK AREA, THE CONTRACTOR SHALL WORK WITH THE CITY TO IDENTIFY ALL BURIED UTILITIES WITHIN THE PROPOSED EXCAVATION AREA. THE LOCATIONS OF EXISTING UTILITIES SHALL BE IDENTIFIED BY THE CITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL EXISTING UNDERGROUND UTILITIES AND OTHER FACILITIES AND FOR PROTECTING THE SAME DURING THE CONSTRUCTION. THE PROTECTION OF ANY UTILITIES OR FACILITIES FROM THE LOCATIONS SHOWN ON THE PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE CITY.
- SAFETY - THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR SAFETY OF THE JOBSITE AND OF THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS, AND REGULATIONS. THE CITY INSPECTOR MAY NOTIFY THE CONTRACTOR OF ANY UNSAFE CONDITIONS WHICH MAY BE OBSERVED AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATELY TAKING ALL SUCH MEASURES AS WILL CORRECT THE UNSAFE CONDITION.
- PROTECTION OF PROPERTY - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PUBLIC AND PRIVATE PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR REPLACING OR REPAIRING TO ORIGINAL CONDITION ALL IMPROVEMENTS OR PROPERTY THAT IS DAMAGED OR REMOVED UNLESS DESIGNATED FOR REMOVAL ON THE PLANS) AS A RESULT OF THE CONTRACTOR'S OPERATIONS.
- SITE CONDITIONS - THE CONTRACTOR SHALL MAINTAIN A CURRENT, COMPLETE AND ACCURATE RECORD OF ALL CONSTRUCTION DIFFERENT FROM THAT SHOWN ON THE PLANS SHALL BE REPORTED TO THE CITY. ALL SUCH CHANGES TO THE CONSTRUCTION SHALL BE APPROVED BY THE CITY PRIOR TO PROCEEDING WITH THE CONSTRUCTION.
- RECORD OF CHANGES - THE CONTRACTOR SHALL MAINTAIN A CURRENT, COMPLETE AND ACCURATE RECORD OF ALL CHANGES FROM THE CONSTRUCTION AS SHOWN ON THESE PLANS AND THE CORROSION PROTECTION SPECIFICATION FOR THE PURPOSE OF PROVIDING THE ENGINEER OF RECORD WITH A BASIS FOR THE PREPARATION OF RECORD DRAWINGS.
- HOURS OF WORK - NORMAL CONSTRUCTION SHALL BE LIMITED TO THE HOURS BETWEEN 7:00 AM AND 7:00 PM, WEEKDAYS AND NON-HOLIDAYS.
- DRAWINGS YAKIMA HEIGHTS TANK - THE CITY HAS THE ABILITY TO COMPLETELY DRAIN THE YAKIMA HEIGHTS TANK AND PRESSURIZE THE WATER DISTRIBUTION SYSTEM USING THE 7TH STREET PUMP STATION. DRAINING OF THE TANK IS ANTICIPATED TO BE NECESSARY PRIOR TO REPAIRS TO INTERIOR COATING CAUSED BY THE IMPROVEMENTS IN THESE DRAWINGS. CONTRACTOR SHALL PROVIDE THE CITY WITH A MINIMUM OF 14 CALENDAR DAYS NOTICE PRIOR TO WORK BEING PERFORMED. THE CITY WILL ONLY BE PERFORMED DURING THE LOW-DEMAND PERIODS OF OCTOBER THROUGH MARCH.
- ACCESS - CITY OPERATOR WILL REQUEST CONTINUOUS ACCESS TO THE YAKIMA HEIGHTS PUMP STATION AT ALL TIMES TO PERFORM OPERATIONS AND MAINTENANCE. CONTRACTOR SHALL PROVIDE ACCESS PLAN FOR CITY REVIEW PRIOR TO COMMENCING WORK THAT INCLUDES ALL PROJECT CONTACTS, PROPOSED SCHEDULE OF WORK, AND PROCEDURES FOR MAINTAINING ACCESS AT ALL TIMES.
- BUILDING PERMIT - CONTRACTOR SHALL APPLY FOR AND OBTAIN A BUILDING AND ELECTRICAL PERMIT FROM LINCOLN COUNTY UPON NOTICE OF AWARD. COUNTY HAS INDICATED THAT NO PLAN REVIEW WILL BE REQUIRED. CONTRACTOR PAYMENT OF BUILDING PERMIT APPLICATION FEE SHALL BE INCLUDED IN BID PRICE.
- STAGING - CONTRACTOR MAY UTILIZE THE AREA WITHIN THE FENCED YAKIMA HEIGHTS TANK SITE FOR STAGING, PROVIDED THAT THE CITY HAS CONTINUOUS ACCESS TO THE VALVE VAULT AND PUMP STATION AT ALL TIMES FOR OPERATIONS AND MAINTENANCE.
- SUBMITTALS - CONTRACTOR SHALL PROVIDE PRODUCT CUT SHEETS AND ANY OTHER MATERIALS NECESSARY TO DEMONSTRATE COMPLIANCE WITH THE MATERIALS, EQUIPMENT, AND PRODUCTS CALLED OUT WITHIN THE PLANS AND THE CORROSION PROTECTION SPECIFICATIONS.
- WELDING - ALL WELDERS AND WELDING OPERATORS SHALL BE CERTIFIED FOR THE PROCEDURES AND PROCESSES REQUIRED TO ACCOMPLISH THE WORK. THE REQUIRED CERTIFICATION SHALL BE OBTAINED IN THE CONTRACTOR'S FACILITY. WELDERS SHALL BE IDENTIFIED BY NAME AND CERTIFICATION NUMBER ON THE WELDING CERTIFICATION MAPS SHALL BE PROVIDED TO THE CITY PRIOR TO BEGINNING WORK ON THE TANK. WELDER CERTIFICATION WILL ALSO BE REQUIRED FOR LINCOLN COUNTY BUILDING PERMIT APPROVAL.

## ABBREVIATIONS:

CL	CUT FROM
CLUD	CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT
CA	CATCHING
C	GATE VALVE
CV	INVERT
LV	LEACH
MPC	NORTHWEST NATURAL GAS
MFS	NOT TO SCALE
OH	OVERHEAD
P&ID	PROCESS & INSTRUMENTATION DIAGRAM
PP	POWER POLE
PC	PERMANENT CHLORIDE
SC	SCOPE
SCN	SCHEMATIC
SD	STORM DRAIN
SM	SEWER MANHOLE
SS	SEWER
STA	STATION
VCP	VITRIFIED CLAY PIPE
W	WATER
WM	WATER METER

## LEGEND:

---	PROPERTY BOUNDARY
---	STAGING AREA BOUNDARY
---	RIGHT OF WAY
---	E-1 SEWER
---	E-2 WATER
---	E-3 TDRW DRAIN
---	E-4 SEWER FORCEMAIN
---	ELECTRICAL
---	E-5 TELEPHONE
---	TREES
---	EXISTING FIRE HYDRANT
---	EXISTING WATER VALVE
---	TANK FLOOR OR PIPE TEST STATION
---	REFERENCE ELECTRODE
---	IMPRESSIONED CURRENT ANODE

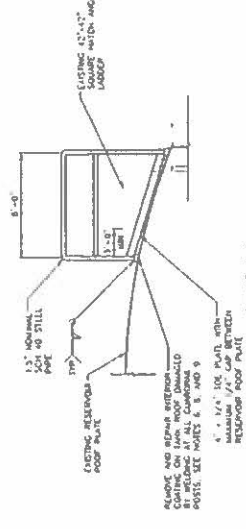
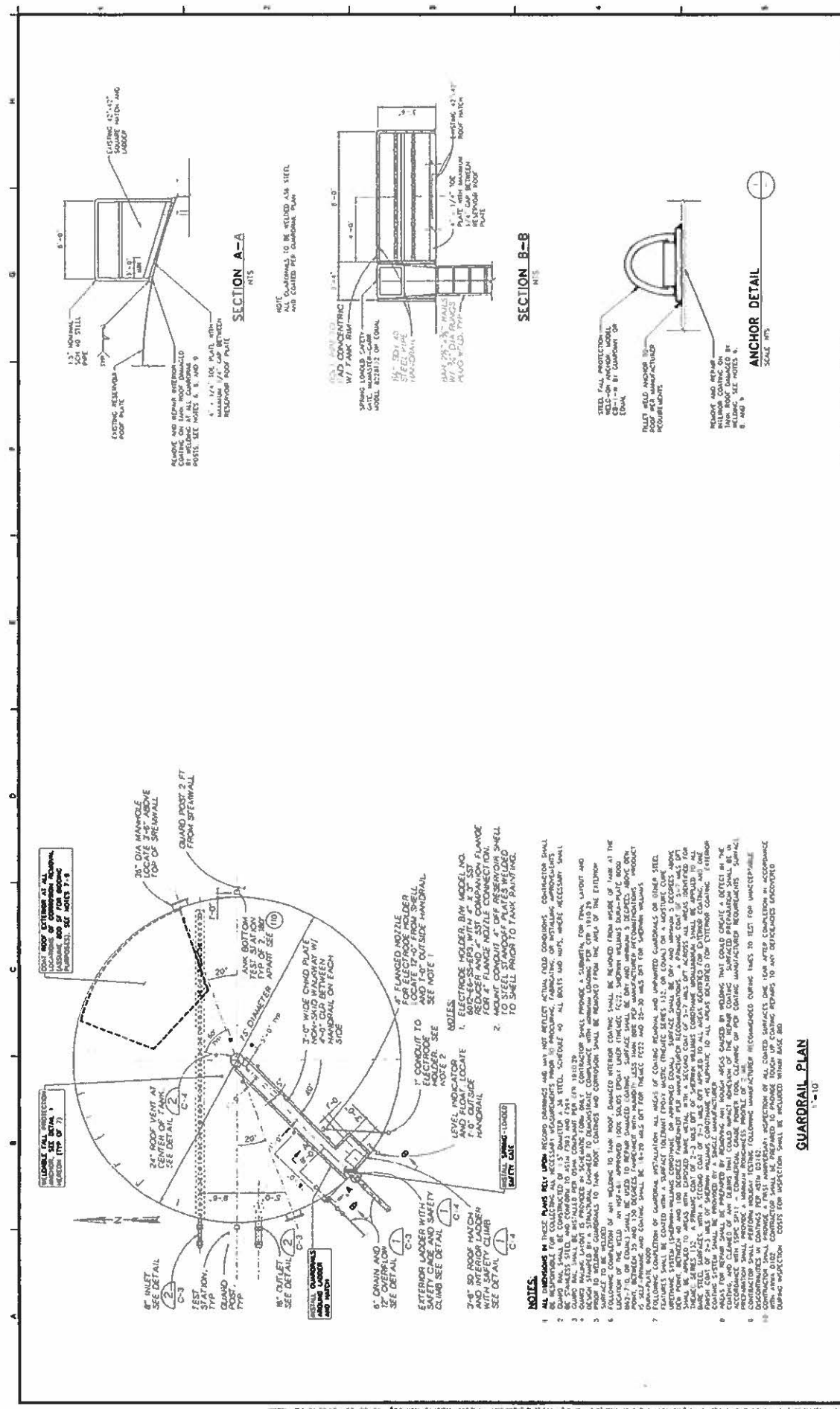
YAKIMA HEIGHTS TANK RECORD DRAWINGS CALLOUT - NOT INCLUDED IN SCOPE OF WORK

<p>DATE: 12/27/20</p> <p>PROJECT: 180 SW COAST HWY. REPORT: 08 87265</p> <p>APPROVED: [Signature]</p>		<p>DATE: 12/27/20</p> <p>PROJECT: 180 SW COAST HWY. REPORT: 08 87265</p> <p>APPROVED: [Signature]</p>
<p>WATER SYSTEMS CONSULTING, INC.</p> <p>180 SW COAST HWY. REPORT: 08 87265</p> <p>180 SW COAST HWY. REPORT: 08 87265</p>		<p>WATER SYSTEMS CONSULTING, INC.</p> <p>180 SW COAST HWY. REPORT: 08 87265</p> <p>180 SW COAST HWY. REPORT: 08 87265</p>
<p>YAKIMA HEIGHTS TANK IMPROVEMENT PROJECT</p>		<p>YAKIMA HEIGHTS TANK IMPROVEMENT PROJECT</p>
<p>NOTES, LEGEND AND ABBREVIATIONS</p>		<p>NOTES, LEGEND AND ABBREVIATIONS</p>

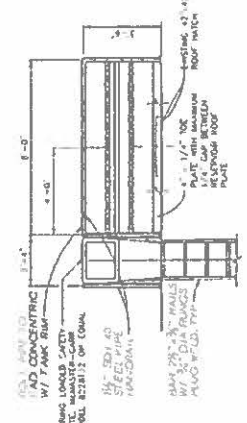




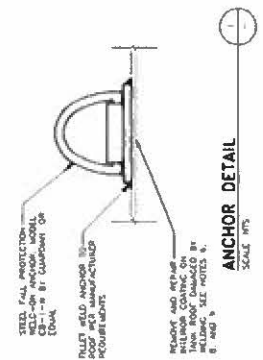




NOTE: ALL DIMENSIONS TO BE USED FOR STEEL AND COATED PER COMPANY PLAN



SECTION B-B



ANCHOR DETAIL

SCALE: 1/4\"/>

### NOTES:

1. ALL DIMENSIONS IN THESE PLANS ARE TO BE USED FOR STEEL AND COATED PER COMPANY PLAN. DIMENSIONS TO BE USED FOR STEEL AND COATED PER COMPANY PLAN.
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### GUARDRAIL PLAN

1" = 10'

NO.		DATE	BY	DESCRIPTION
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**WSC**  
**WATER SYSTEMS CONSULTING, INC.**  
 1400 N. 10TH AVE., SUITE 110  
 DENVER, CO 80202  
 PHONE: (303) 437-4338 FAX: (303) 275-1811  
 E-MAIL: WSC@WSC-INC.COM

APPROVED BY: *[Signature]*  
 DATE: 11/27/20  
 SCALE: AS SHOWN  
 CHECKED: *[Signature]*  
 DESIGNED: *[Signature]*  
 DRAWN: *[Signature]*  
 INCHES: 1/4" = 10'

CITY OF NEWPORT  
 180 BY COAST HWY., NEWPORT, OR 97365  
 APPROVED: *[Signature]*  
 DATE: 11/27/20  
 SCALE: AS SHOWN  
 CHECKED: *[Signature]*  
 DESIGNED: *[Signature]*  
 DRAWN: *[Signature]*  
 INCHES: 1/4" = 10'

**YACUINA HEIGHTS TANK IMPROVEMENT PROJECT**  
**TANK IMPROVEMENTS DETAILS**  
 SHEET 4 OF 4  
 M-2

**EXHIBIT B**  
**Contractor Quote**

QUOTATION FORM

Project Name: Tank Repair Improvements

Quotation Deadline: 2:00 PM on Thursday, January 21, 2021

Submit Quotes to: City of Newport - Engineering

Attn: Chris Janigo, Acting City Engineer  
169 SW Coast Highway  
Newport, OR 97365  
E-mail: c.janigo@newportoregon.gov  
Fax: 503-265-3301

☒ (am not) a resident bidder as defined in ORS 279.029. If not a resident bidder, enter state of  
residency: OREGON

I acknowledge receipt of the following addenda (if any)

Addendum #'s: NA Initial: SW

I propose to perform all work for the following unit prices:

Item	Unit	Quantity	Unit Price	Total Price
Tank Improvement Package	LS	1	73,020	73,020
Grand Total				73,020

Legal Name of Contractor (person or firm): MTC Industrial, Inc.

Construction Contractor's Board Registration Number: 227416 exp 8/17/21

Address: PO Box 3184

Gresham OR 97030

Telephone Number: (503) 936-8931

E-mail Address: swd@mtcindustrial.com

By (signature):

Name / Title:

Date

[Signature]  
Scott Whitland - Project manager  
2 / 12021



## Painting & Coatings Proposal

2/15/2021

**Project Name:** Newport Tank Repair Improvements  
**Location:** 169 SW Coastal Highway  
Newport, OR. 97365

### Scope of work:

- Preparation and coatings: \$41,240
  - Interior tank
  - Exterior tank
  - Lift rental
  - Performance bond
- Scaffolding: \$12,800
  - Rolling tower interior of tank
- Engineer stamp \$2,400
- Welder \$16,580
  - Removal and disposal
  - Fabrication and insulation of new hand railing
- Optional Floating dock to touch up welds on interior of tank \$9,400

### Exclusions:

- 03732 Concrete Cleaning.
- Concrete encased, aluminum isolation coatings and / or buried coatings
- Pipe identification.
- Pump, pipe and/or tube lining.
- All hazardous material abatement.
- Removal / replacement of factory primers / finish coats not complying with field finish products.
- Containment and heating.
- Payment / performance bonds.
- Overtime / premium time work.

This estimate is good for 10 days after the bid date.  
This estimate does not include sales tax, if applicable.

Respectfully submitted,

Scott Woodward  
Estimator/Project Manager  
[Scott@MJEIndustrial.com](mailto:Scott@MJEIndustrial.com)  
503-936-8934 Mobile  
971-506-4460 Office

**EXHIBIT C**  
**Oregon Public Contracting Requirements**  
**ORS CHAPTERS 279B AND 279C REQUIREMENTS**

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1); 279C.505(1)(a)
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2); 279C.505(1)(b)
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3); 279C.505(1)(c)
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4); 279C.505(1)(d)
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid. ORS 279C.515
- (6) 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 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 employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1); 279C.530(1)
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2); 279C.530(2)

- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3); 279C.520(3)
- (9) The Contractor must give notice to employees who work on this 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 the days per week that the employees may be required to work. ORS 279B.235(2); 279C.520(2)
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, service-disabled veterans, or emerging small business or disadvantaged business enterprises in obtaining any required subcontractors. ORS 279A.110
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120







## Oregon Workers' Compensation Certificate of Insurance

**Certificate holder:**

CITY OF NEWPORT  
169 SW COAST HWY  
NEWPORT, OR 97365

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured		Producer/contact	
Mje Industrial LLC PO Box 3434 Gresham, Or 97030-0388		SAIF Corporation Portland Service Center 503.673.5283    servic@saif.com	
Issued		Limits of liability	
02/24/2021		Bodily Injury by Accident	
Policy 100015601		\$500,000 each accident	
Period 07/01/2020 to 07/01/2021		Bodily Injury by Disease	
		\$500,000 each employee	
		Body Injury by Disease	
		\$500,000 policy limit	

**Description of operations/locations/special items**  
Yaquina Heights Tank- Tank Improvements Package

**Important**

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

Authorized representative

Kerry Barnett  
President and CEO



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Don Brown & Associates 260 NE 2nd St  Gresham OR 97030		<b>CONTACT NAME:</b> Jeff Klienstuber <b>PHONE (A/C, No. Ext):</b> (503) 661-3646 <b>FAX (A/C, No):</b> (503) 667-3887 <b>E-MAIL ADDRESS:</b> Jeff@insure-oregon.com	
<b>INSURED</b> MJE Industrial, LLC PO Box 3434  GRESHAM OR 97030		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Austin Mutual Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** CL1971100499 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	MPP9808N	07/10/2020	07/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	B1P9808N	12/19/2020	12/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP9808N	12/30/2020	07/10/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	64-8767 01-08 CONTRACTORS EQUIPMENT COVERAGE-SPECIAL						RENTED EQUIPMENT 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Yaquina Heights Tank-Tank Improvements Package

Certificate Holder is listed as an Additional Insured on the Commercial Auto and General Liability Policy on a primary and non-contributory basis, products and completed operations coverage included

## CERTIFICATE HOLDER

City of Newport  
169 SW Coast Highway  
  
Newport OR 97365

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

