CITY OF NEWPORT, OREGON GOODS AND SERVICES CONTRACT

STREET CENTERLINE AND FOGLINE STRIPING

BASED UPON the quotes submitted in response to a request for quotes for Street Centerline and Fogline Striping, as issued and administered by City of Newport (City), City and Specialized Pavement Marking, Inc., (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. <u>Term</u>. 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.
- 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 30 days of the date given in the Notice to Proceed.
- 3. <u>Compensation</u>.

3.1 <u>Basis of Payment</u>. Contractor shall complete Project as defined above and in the attached exhibits for the prices in Exhibit B, with an estimated total fee of <u>\$13,981.00</u>

3.2 <u>Invoices</u>. 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. <u>Permits</u>. City will be responsible for obtaining all permits, approvals and authorizations necessary for Contractor's performance.
- 5. <u>Termination for Convenience</u>. 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. <u>Termination for Cause</u>. 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. <u>Termination for Default</u>. 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. <u>Remedies</u>. 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. <u>Standard of Care</u>. 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. <u>Reports</u>. 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. <u>Change Orders</u>. Contractor and City reserve the right to order changes to the equipment and services to be provided herein. Contractor and City shall determine a

Goods and Services Contract (rev. 3/2021) Page 3 of 13 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. <u>Confidentiality</u>. 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. <u>Security and Substance Check</u>. 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. <u>Access to Records</u>. 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. <u>Notice</u>. 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:

CONTRACTOR:

Specialized Pavement Marking, Inc.
11095 SW Industrial Way Ste. A
Tualatin, OR 97062
Phone: <u>503-885-0420</u>
Fax: <u>503-582-8629</u>

16. <u>Warranty</u>. 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. <u>Insurance</u>. 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:

Coverage	Limit
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. <u>Certificates of Insurance</u>

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. <u>Indemnity</u>. 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. <u>Independent Contractor</u>. 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. <u>Assignment</u>. 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. <u>Non-Waiver</u>. 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. <u>Non-Discrimination</u>. 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. <u>Errors</u>. 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. <u>Governing Law</u>. 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. <u>Consent to Jurisdiction</u>. 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. <u>Public Contracting Requirements</u>. 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. <u>Arbitration</u>. 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 arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
- 29. <u>Attorney Fees</u>. 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. <u>Severability/Counterparts</u>. 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. <u>Entire Agreement</u>. 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. <u>Signatures</u>. 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

CONTRACTOR:

chiro			
By:	Δ_{-10}	pmh	
<u> </u>			
Title:	(ity	Manager	
Date:_	06.	29-21	1

Specialized Pavement Marking, Inc.

Ву:_____

Title:_____

Date:_____

EXHIBIT A Request for Quotes

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The City of Newport Public Works 169 S.W. Coast Highway Newport, OR 97365 Coast Guard City, U.S.A.



phone: 541,574,3366 fax: 541,265,3301 www.newportoregon.gov Home Port of NOAA Pacific Fleet

Sister City: Mombetsu, Japan

June 3, 2021

Apply A Line 6400 SE 101st Ave. Bldg. 41 Portland, OR 97266

Subject: Request for quote: Street centerline and fogline striping (with appropriate application of reflective beads).

City of Newport, Oregon is soliciting bids for the application of longitudinal pavement markings to select Newport city streets:

Fog Line – White – 4.0 miles Center Line – Yellow – 20.0 miles (please see enclosed spreadsheet for number of feet of double, broken, and edge lines).

The roads are located City of Newport, County of Lincoln, Oregon. Estimated Project cost range is \$10,000.00-\$20,000.00.

Please submit quote by June 21st, 2021. Work to be completed by July 31st, 2021.

Quotes may be submitted via email to Robert Fuller, Public Works Operations Coordinator, at <u>b.fuller@newportoregon.gov</u>.

A data sheet of involved streets is included herein. Please call with any questions.

Kindest Regards,

Robert Fuller City of Newport 541-574-5874

Centerlines 2014

r Quad	Street	From	То	Double	D/D	Broken	Lane	Edge	Notes
NE	Harney	7th	Olive	884		610		3,279	
SE	Moore Dr	Olive	Bay Blvd	1,860					
SE	Bay Blvd	Moore Dr	Vista	1,450				2,304	
SE/SW	Bay Blvd	Moore Dr	Fall	[4,015			
SW	Bay Blvd	Fall	Bay St			1,100			
SW	Bay St	Bay Blvd	13th			200			
SW	Naterlin	Bay St	Hwy 101	-2.86 - 657	1. Com		Chiefe Star	4	Plastic
SW	Bayley	Hwy 101	Elizabeth	1		500	Math	1	
SW	Elizabeth	Government	Olive			3,900			
W	Olive	Elizabeth	Nye			1,914			
W	Olive	Nye	Hwy 101	645					
SW	2nd	Hwy 101	Coast St			1,770			
SW	2nd	Coast St	Elizabeth			650		-	
SW/NW	Coast St	2nd	8th			2,625			
NW	3rd	Hwy 101	NW Nye	600					
NW	8th	Coast St	Spring			300	*		
NW	Spring	8th	12th			1,330			
NW	Oceanview	12th	17th			.,			Thermopolastic 2014-1,770'
NW	Oceanview	17th	Big Creek	a category	1999 - 1999 -	5/1-1000	20-10-224		Thermopolastic 2014
NW	Oceanview	Big Creek	Hwy 101						Thermopolastic 2014-2,455'
NE	36th	Hwy 101	Harney	820		1,232			
NE	Harney	36th	Big Creek Rd			3,300	1.0		
NE	31st	Harney	Hwy 101			1,700			
NE	52nd	Hwy 101	Lucky Gap	255		1,100			
NE	Lucky Gap	52nd	54th	415					
NE	54th	Lucky Gap	Longview Hills gate			640			
NW	Lighthouse Dr	Hwy 101	YHONA	1,200		040			
NW	25th Dr	Hwy 101	Walmart d/w	1,200					solid white 100'. Solid yellow 180' two solid yellow250'
NW	25th Dr		Oceanview			390			solid white too. Solid yellow 180 two solid yellow250
NW	Edenview	and the second se	20th	480		675			
NW	20th		Hwy 101	180		0/3			
NE	20th	the second se	Crestview	100		960			
NW	14th		end			- 300			
NW	12th		Hwy 101			1,575			Turn lanes
NW	15th	Hwy 101	Oceanview	——		1,090			
NW	11th	Hwy 101	Spring	<u> </u>					
NE	11th		Eads			1,570		\rightarrow	
NE	6th	Eads	Hwy 101			1,575			
NW	6th	Hwy 101	Coast St			1,575			
NW	10th		Hwy 101			1,900			

DISE	Benton	E Olive	SE 2nd			455		anan's da an	
I SE/SW	10th	2nd	9th	1,000					
2 SW	Angle	9th	Hwy 101		-	190			
3 SE	Coos	E Olive	SE 2nd			460			
4 SE	Avery	E Olive	SE 2nd						
4 SE 5 SW	9th	Bay St	Angle			2,800			
6 SW	Hatfield		Bay Blvd	320		630			
7 SW	Fall/Canyon/Hurbert	Bay Blvd	9th			1,330			
8 SW	Hurbert	9th	Hwy 101			195			
9 SW	Hurbert	Hwy 101	SW 2nd			650	-		
0 SW	7th/Alder	2nd	Hwy 101			530			
1 SW	Neff	Hwy 101	2nd			1,040			
2 SW	Fall	Elizabeth	Hwy 101	- 64 B P B B		910	- (n - 354) (h	22.214	
3 SW	Abbey	Hwy 101	10th			580			
4 SW	Harbor	10th	Bay St			1,250			
5 SW/NW	Nye	SW2nd	NW 15th			4,294		出物的	SkipiOliveitoINW/3rd
6 NE	12th		Eads			1,500			
7 NE	Eads	12th	E Olive			3,200			
BNE	Coos	W Olive	NE 2nd			460			
9 NE	Benton/Coos	2nd	4th	450	111000 and 1000				
1 NE	3rd	Eads	Harney	980					
SE	Anchor Way	Hwy 101	OSU Dr	1,500					
SE	Pacific Way	OSU Drive	Hwy 101	830					
SE	Ash	Ferry Slip	40th			900			
2 SE 3 SE	OSU Dr	SE Pacific	end	2,900					Thermo-Should we paint?
3 SE	Ferry Slip	OSU Drive	SE 32nd	- 516 - 42502		185		295	
4 SE	Ferry Slip	SE 32nd	Hwy 101	585		2,420			Thermo-Should we paint?
5 SE	32nd	SE Ferry Slip	Hwy 101			565			
6 SE	35th	SE Ferry Slip	SE Elm			950	ca		
7 SE	40th	Hwy 101	College Way			3,322			3700'
BISE	84th	Hwy 101	FBO	승규 가슴 아	1. (n. 1997) 1997 - Alisen Mariello, 1997) 1997 - Alisen Mariello, 1997	1,500	22 C 26 2 C		Plastic 1/2
				Double		Broken		Edge	
			Totals:	17,354		0 68,987		5,878	

Double= Solid double yellow centerline D/D= Double double solid yellow centerline or divider Broken= Single yellow 10'-30' skip line Lane= 6-8" white lane line Edge= 4' fog line The City of Newport Public Works 169 S.W. Coast Highway Newport, OR 97365 Coast Guard City, U.S.A.



phone: 541.574.3366 fax: 541.265.3301 www.newportoregon.gov Home Port of NOAA Pacific Fleet Sister City: Mombetsu,Japan

June 3, 2021

Hick's Striping and Curbing PO Box 9127 Brooks, OR 97305

Subject: Request for quote: Street centerline and fogline striping (with appropriate application of reflective beads).

City of Newport, Oregon is soliciting bids for the application of longitudinal pavement markings to select Newport city streets:

Fog Line – White – 4.0 miles Center Line – Yellow – 20.0 miles (please see enclosed spreadsheet for number of feet of double, broken, and edge lines).

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Centerlines 2014

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3 SE	Bay Blvd	Moore Dr	Vista	1,450				2,304	
4 SE/SW	Bay Blvd	Moore Dr	Fall			4,015			
5 SW	Bay Blvd	Fall	Bay St			1,100	- 1925 M		
6 SW	Bay St	Bay Blvd	13th			200	-009		
7 SW	Naterlin	Bay St	Hwy 101	10 20 10	12-24	and the second second	or - Sherry	$[1,1] \in \mathbb{Z}^{n_1} \cdot \mathcal{A}_1$	Plastic
8 SW	Bayley	Hwy 101	Elizabeth			500			
9 SW	Elizabeth	Government	Olive			3,900			
0 W	Olive	Elizabeth	Nye			1,914			
1 W	Olive	Nye	Hwy 101	645					
2 SW	2nd	Hwy 101	Coast St			1,770	7983		
3 SW	2nd	Coast St	Elizabeth		ante la	650	the state of the		
4 SW/NW	Coast St	2nd	8th			2,625			
NW	3rd	Hwy 101	NW Nye	600	Shanda				
5 NW	8th	Coast St	Spring			300			
6 NW	Spring	8th	12th			1,330			
7 NW	Oceanview	12th	17th						Thermopolastic 2014-1,770'
8 NW	Oceanview	17th	Big Creek	12 Million	A Carteria	10 mm 21	111 + 110	2017-24	Thermopolastic 2014
9 NW	Oceanview	Big Creek	Hwy 101						Thermopolastic 2014-2,455
0 NE	36th	Hwy 101	Harney	820		1,232			
1 NE	Harney	36th	Big Creek Rd			3,300			
2 NE	31st	Harney	Hwy 101			1,700			
3 NE	52nd	Hwy 101	Lucky Gap	255					
4 NE	Lucky Gap	52nd	54th	415					
5 NE	54th	Lucky Gap	Longview Hills gate			640			
6 NW	Lighthouse Dr	Hwy 101	YHONA	1,200					
7 NW	25th Dr	Hwy 101	Walmart d/w						solid white 100'. Solid yellow 180' two solid yellow250'
8 NW	25th Dr	Walmart d/w	Oceanview			390			
9 NW	Edenview	Oceanview	20th	480		675			
IO NW	20th	Edenview	Hwy 101	180					
1 NE	20th	Hwy 101	Crestview			960			
2 NW	14th	Hwy 101	end						Tum lanes
I3 NW	12th	Spring	Hwy 101			1,575			
4 NW	15th	Hwy 101	Oceanview			1,090			
5 NW	11th	Hwy 101	Spring			1,570			
6 NE	11th	Hwy 101	Eads			1,575	2		
7 NE	6th	Eads	Hwy 101		actions.	1,575			
18 NW	6th	Hwy 101	Coast St			1,900			
9 NW	10th	Spring	Hwy 101			1,575			

			Totals:	17,354	0	68,987		5,878	
				Double		Broken		Edge	
SE	84th	Hwy 101	FBO		2496.55	1,500	1.		Plastic 1/2
SE	40th	Hwy 101	College Way			3,322			3700'
SE	35th	SE Ferry Slip				950			
SE	32nd	SE Ferry Slip				565			
SE	Ferry Slip	SE 32nd	Hwy 101	585		2,420			Thermo-Should we paint?
SE	Ferry Slip	OSU Drive	SE 32nd			185		295	
SE	OSU Dr	SE Pacific	end	2,900					Thermo-Should we paint?
SE	Ash	Ferry Slip	40th			900			
SE	Pacific Way	OSU Drive	Hwy 101	830					
SE	Anchor Way	Hwy 101	OSU Dr	1,500					
NE	3rd	Eads	Harney	980					
NE	Benton/Coos	2nd	4th	450					
NE	Coos	W Olive	NE 2nd			460			
NE	Eads	12th	E Olive			3,200			
NE	12th	Hwy 101	Eads		and the second second	1,500			
SW/NW.	Nye	SW 2nd		230200025		4 294			SkipiOliveito NW 3rd
SW	Harbor		Bay St		÷	1,250			
SW	Abbey	Hwy 101	10th			580			
SW	Fall		Hwy 101	an a	r - Mark	910			
SW	Neff		2nd			1,040			
SW	7th/Alder		Hwy 101			530			
SW	Hurbert		SW 2nd			650			
SW	Hurbert		Hwy 101			195			
SW			9th	02.0		1,330			
SW	Hatfield		Bay Blvd	320	0.0	630			
SE SW	Avery 9th		Angle			2,800			
SE SE	Coos	E Olive	SE 2nd		2				
SW SE	Angle		SE 2nd			460			
SE/SW	and the second sec		Hwy 101	1,000		190			
SE	Benton 10th		SE 2nd	1,000		455			

Double= Solid double yellow centerline D/D= Double double solid yellow centerline or divider Broken= Single yellow 10'-30' skip line Lane= 6-8" white lane line Edge= 4' fog line The City of Newport Public Works 169 S.W. Coast Highway Newport, OR 97365 Coast Guard City, U.S.A.



phone: 541.574.3366 fax: 541.265.3301 www.newportoregon.gov Home Port of NOAA Pacific Fleet Sister City: Mombetsu,Japan

June 3, 2021

Specialized Pavement Marking Inc. 11095 SW Industrial Way Suite A Tualatin, OR 97602

Subject: Request for quote: Street centerline and fogline striping (with appropriate application of reflective beads).

City of Newport, Oregon is soliciting bids for the application of longitudinal pavement markings to select Newport city streets:

Fog Line – White – 4.0 miles Center Line – Yellow – 20.0 miles (please see enclosed spreadsheet for number of feet of double, broken, and edge lines).

The roads are located City of Newport, County of Lincoln, Oregon. Estimated Project cost range is \$10,000.00-\$20,000.00.

Please submit quote by June 21st, 2021. Work to be completed by July 31st, 2021.

Quotes may be submitted via email to Robert Fuller, Public Works Operations Coordinator, at <u>b.fuller@newportoregon.gov</u>.

A data sheet of involved streets is included herein. Please call with any questions.

Kindest Regards,

Robert Fuller City of Newport 541-574-5874

Quad	Street	From	То	Double	D/D	Broken	Lane	Edge	Notes
NE	Harney	7th	Olive	884		610		3,279	
SE	Moore Dr	Olive	Bay Blvd	1,860					
SE	Bay Blvd	Moore Dr	Vista	1,450				2,304	
SE/SW	Bay Blvd	Moore Dr	Fall			4,015	-		
SW	Bay Blvd	Fall	Bay St			1,100			
SW	Bay St	Bay Blvd	13th			200			
SW	Naterlin	Bay St	Hwy 101	A 24 12			1	14000	Plastic
SW	Bayley	Hwy 101	Elizabeth		A	500			
SW	Elizabeth		Olive			3,900			
N	Olive	Elizabeth	Nye			1,914			
N	Olive	Nye	Hwy 101	645					
SW	2nd	Hwy 101	Coast St			1,770			
SW	2nd	Coast St	Elizabeth	11		650			
SW/NW	Coast St	2nd	8th			2,625			
W	3rd	Hwy 101	NW Nye	600					
W	8th	Coast St	Spring		-	300			
W	Spring	8th	12th			1,330			
NW	Oceanview	12th	17th						Thermopolastic 2014-1,770'
W	Oceanview	17th	Big Creek	9 S.193	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		19 ···	1.12 . 3	Thermopolastic 2014
NW	Oceanview	Big Creek	Hwy 101						Thermopolastic 2014-2,455'
NE	36th	Hwy 101	Harney	820		1,232			
NE	Harney	36th	Big Creek Rd			3,300			
NE	31st	Harney	Hwy 101			1,700			
NE NE	52nd	Hwy 101	Lucky Gap	255					758
NE	Lucky Gap	52nd	54th	415					
NE	54th	Lucky Gap	Longview Hills gate			640		1	
W	Lighthouse Dr	Hwy 101	YHONA	1,200					
W	25th Dr	Hwy 101	Walmart d/w						solid white 100'. Solid yellow 180' two solid yellow250
W	25th Dr	Walmart d/w	Oceanview		7	390			
WW	Edenview	Oceanview	20th	480		675	0.00		
WW	20th	Edenview	Hwy 101	180					
NE	20th	Hwy 101	Crestview			960			
NW	14th	Hwy 101	end						Turn lanes
NW	12th	Spring	Hwy 101		0	1,575			
WW	15th	Hwy 101	Oceanview		2	1,090	ti-orite		
NW	11th	Hwy 101	Spring			1,570			
NE	11th	Hwy 101	Eads			1,575			
NE	6th	Eads	Hwy 101			1,575		di di	
NW	6th	Hwy 101	Coast St			1,900			J
NW	10th	Spring	Hwy 101			1,575		i	

SE	Benton	E Olive	SE 2nd			455			
SE/SW	10th	2nd	9th	1,000					
SW	Angle	9th	Hwy 101			190			
SE	Coos		SE 2nd			460			
SE	Avery	E Olive	SE 2nd						
SW	9th	Bay St	Angle			2,800			
SW	Hatfield		Bay Blvd	320		630			
SW	Fall/Canyon/Hurbert		9th			1,330	2		
SW	Hurbert	9th	Hwy 101			195			
ISW	Hurbert	Hwy 101	SW 2nd			650			
sw	7th/Alder	2nd	Hwy 101			530			
SW	Neff	Hwy 101	2nd			1,040			
SW	Fall	Elizabeth	Hwy 101	anda a		910			
SW	Abbey	Hwy 101	10th		-	580			
SW	Harbor	10th	Bay St			1,250			
SW/NW	Nye	SW 2nd	NW/15th	湖湖流游		4,294		認約	Skip Olive to NW 3rd
NE	12th	Hwy 101	Eads			1,500			
'NE	Eads	12th	E Olive			3,200			
NE	Coos	W Olive	NE 2nd		1966	460			
NE	Benton/Coos	2nd	4th	450					
I NE	3rd	Eads	Hamey	980					
SÉ	Anchor Way	Hwy 101	OSU Dr	1,500					
SE SE	Pacific Way	OSU Drive	Hwy 101	830					
SE	Ash	Ferry Slip	40th			900			
2 SE	OSU Dr	SE Pacific	end	2,900					Thermo-Should we paint?
SE	Ferry Slip	OSU Drive	SE 32nd			185		295	
4 SE 5 SE	Ferry Slip	SE 32nd	Hwy 101	585		2,420			Thermo-Should we paint?
SE	32nd	SE Ferry Slip	Hwy 101		3,222	565			
SE	35th	SE Ferry Slip	SE Elm			950			
7 SE	40th	Hwy 101	College Way			3,322			3700'
BISE	84th	Hwy 101	FBO	1.50	They do not	1,500	All of a particular of		Plastic 1/2
				Double	D/D	Broken		dge	
			Totals:	17,354	1	0 68,987	5	5,878	

Double= Solid double yellow centerline D/D= Double double solid yellow centerline or divider Broken= Single yellow 10'-30' skip line Lane= 6-8" white lane line Edge= 4' fog line

EXHIBIT B Contractor Quote



SPECIALIZED PAVEMENT MARKING, INC. Power Sweeping + Striping + Related Services

Bid Date: June 21, 2021

RE: Pavement Marking Quote

Project: Street Centerline & Fogline Striping - Newport

Item	Description	Quantity	Unit	Unit Price	Total
1	Fog Line	4.00	Mile	897.60	\$3,590.40
2	Center Line	20.00	Mile	519.53	\$10,390.60
				Total	\$13,981.00

Specialized Pavement Marking, Inc. proposes to furnish all labor, equipment and materials necessary to complete referenced project. Quote good for 30 days from above date, after which time a price adjustment may be necessary.

Addendum(s) Acknowledged: 0

For questions regarding this quote, please contact: Christy Simmons @ 503-885-0420 / christy@spmnw.com OR Mark Price @ 503-885-0420 / mark@spmnw.com

lath By:

Mark Price, President

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, servicedisabled 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/23/2021

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	or Insurance and Surety, Inc					Ext): 503-224		FAX (A/C, No):	503-224	.9830
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	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	o
-	X Work within 50'							MED EXP (Any one person)	\$ 10,000	
	LTD JOBSITE POLL							PERSONAL & ADV INJURY	\$ 2,000,0	00
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	icate holder and all other entities are a gation when required by written contra									
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SAIF	ss extends over Umbrella, which exter Workers' Compensation policy provid	es Sta	atutor	y Workers Compensation	for Oreg	ion.				
Zuric	h Workers' Compensation policy provi	des S	tatute	ory Workers' Compensation	n for Ala	iska, Californ	iia, Georgia, I	daho and Nevada.		
1534	7 Street Centerline & Fogline Striping	- Ne	woor	t						
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VER					UARG	LEATION		13 - 04 W - 14		
	City of Newport				THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B Y PROVISIONS.		
ĺ	169 SW Coast Highway Newport, OR 97365				AUTHOR	RIZED REPRESE				
	Newport, OK 97505					LIW. y	burth:			
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	l.					© 19	88-2015 AC	ORD CORPORATION.	All right	s reserved.

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Statement of Purpose: Contra OR, for painting road centerli	ine strip	oing an	d fog lit	ne stripj	pg in th	e City of	it Marking, Inc., Tualatin Newport, OR.
Department Head Signature:	1	11	5	P			6/12/2021
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City Attorney Review and Sig	inature	: Do	ue b		ule	<u>~</u>	Date: 6/25/202/
Other Signatures as Request	ed by t	he City	Attorne	эу:			Position
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Signatur Budget Confirmed: Yes	X	No	ב	N/A	п		
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City Recorder Signature: Manhan Date: 7/8/202/

Date posted on website: