3329

CITY OF NEWPORT, OREGON GOODS AND SERVICES CONTRACT

Installation of Electric Vehicle Charging Stations at Newport City Hall and Ernest Bloch Wayside

BASED UPON the quotes submitted in response to a request for quotes for installation of two, dual port level 2 electric vehicle chargers at the above locations, as issued and administered by City of Newport (City), City and Aboveboard Electric 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.
- 2. <u>Scope of Work</u>. 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 180 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 \$81,760.
 - 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. 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. <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. 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. <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

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. 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. <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:

City of Newport 169 SW Coast Highway Newport, OR 97365 Phone: (541) 574-0626

Aboveboard Electric, Inc. P.O. Box 2042 Newport, OR 97365

Phone: 541-574-2948

- Marranty. 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

Goods and Services Contract (rev. 3/2021)
Page 4 of 13

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. 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. <u>Cross-Liability Clause</u>

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. 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. <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. 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. <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:	CONTRACTOR:
CITY OF NEWPORT	ABOVEBOARD ELECTRIC, INC.
By: D-RULD	By: Randy Sport I
Title: City Mauager	Title: President / Owner
Date: 7-6-22	Date: 6-22-22

EXHIBIT A Request for Quotes

From:

Derrick Tokos aboveboardelectricinc@gmail.com"

Solicitation of Quote for Installation of EV Charging Stations Subject:

Friday, February 18, 2022 10:36:37 AM

NEW-10 20220211 City of Newport EV Charging Stations.pdf ODOT Permit 04M54335.pdf 3.2 Download IO200SpecSheet (1).pdf Attachments:

000 Blink IO 200 InstructionManual.pdf Blink IO 200 Pedestal ExplodedDiagrams 20200921.pdf

Good morning.

The City of Newport is seeking quotes from qualified contractors to install two dual port, level two electric vehicle charging stations, one at City Hall and the other at the Ernest Bloch Memorial Wayside. Attached is a set of construction plans outlining the scope and extent of the project. The City will be selecting a contractor based upon price, availability, and ability to complete the project as outlined.

The Ernest Bloch Wayside is under the Oregon Department of Transportation's jurisdiction, and a permit has been obtained from that Agency (attached). Work at that location will need to be conducted in accordance with the terms of their permit. Meters will need to be installed at both locations, and the contractor will be expected to coordinate with Central Lincoln PUD on those installations. Costs associated with the meter installation should be accounted for in your quote, should you choose to provide one.

The two, dual port chargers have been ordered and are scheduled for delivery on March 1st. The City selected Blink's IQ 200 Dual Port triangular pedestal units. Attached is a copy of the manufacturer's specification sheets, instruction manual, and installation diagram. The units work with a range of circuit breaker options; and our preference is to go with a 100A breaker for each.

Ideally, we would like the units to be installed prior to spring break (March 21-25); however, our City Council is most concerned about having them up and running in advance of the summer tourist season.

Please let me know if you are interested in providing a quote and, if so, when we might expect it from you. Also, feel free to contact me if you have questions or need additional information.

Derrick I. Tokos, AICP Community Development Director

City of Newport 169 SW Coast Highway Newport, OR 97365

ph: 541.574.0626 fax: 541.574.0644 d.tokos@newportoregon.gov

EXHIBIT B Contractor Quote

Aboveboard Electric, Inc. P.O. Box 2042 Newport, OR 97365

Estimate

Date	Estimate No.	
4/4/2022	903	

Name/Address

City of Newport - Public Works 169 SW Coast Hwy Newport, OR 97365

		Project	
Phone: (541) 574-2948 Email: AboveboardElectricInc@gmail.com		EV Chargers	
Item	Description		Total
Labor/Material	Ernest Bloch Wayside: Includes installing (1) 200A single-phase meter main with (1) 100A 240v single-pcustomer-supplied Blink IQ 200 Dual Port triangular pedestal unit. Includes trenching and backfil. No asphalt cutting should be required. City Hall: Includes installing (1) 200A single-phase meter main with (1) 100A 240v single-pcustomer-supplied Blink IQ 200 Dual Port triangular pedestal unit. Includes cutting asphalt, trenching, patching, and striping of area that was cut. Includes labor, materials, and permits. (Total is for both locations.)		81,760.00
		Total	\$81,760.00

Please note: A State of Oregon Corporate Activity Tax Surcharge of 0.57% will be added to all final invoices.

Signature			

- 100

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

EV CHARGING STATIONS NEWPORT, OREGON

FEBRUARY, 2022

PROJECT LOCATION

OWNER

CITY OF NEWPORT 845 NE 3RD ST NEWPORT, OR 97365 CONTACT: DERRICK TOKOS, AICP (S41) 574-0626

CIVIL ENGINEER

MARPER HOUF PETERSON RIGHELLIS, INC 205 SE SPOKANE STREET, SUITE 200 PORTLAND, OR 97207 CONTACT: BEN AUSTIN, P. E EMAIL: BENA@HHPR COM PHONE: 15031 221-1331

PROJECT LOCATION:

5111 N COAST HWY & 169 SW COAST HWY NEWPORT, OR 97365 LINCOLN COUNTY, OREGON LATITUDE: 44 6543" N, 44 6744" N LONGITUDE: 124.0534" W, 124.0602" W

ATTENTION EXCAVATORS:

PROPERTY DESCRIPTION:

TAX LOTS 115 & 2200
TAX MAP 10112980 & 111108AC
LINCOLN COUNTY, ORGON
EXISTING CONDITIONS: EXISTING PARKING LOT, CURBS.
ASPHALT PAVEMENT

PLAN VIEW - CITY HALL SITE



SHEET INDEX

VICINITY MAP

COVER SHEET AND GENERAL NOTES NEWPORT CITY HALL SITE PLAN ERNEST BLOCH WAYSIDE SITE PLAN DETAILS

GENERAL NOTES

THE CONTRACTOR SHALL CONTACT 'ONE CALL' FOR UTILITY LOCATES PRIOR TO EXCAVATION (1-800-332-2344)

THE PROPOSED FOWER CONDUIT LINES ARE SHOWN ACCORDING TO AVAILABLE AERIAL INFORMATION ONLY THE CONTRACTION SHALL VERIET THE LOCATION AND LEVATION OF ALL THE UTILITY COSSISSIONS ALONG THE LENGTH OF THE CONDUIT PROSOSION LOOK CHAPTER SHADE THAT ALL OF THE EXISTING UTILITIES ARE SHOWN THE CONDUITAGEORGE CAUTION WHEN EXCAVATING AND PROTECT ALL EIRSTING UTILITIES FROM DIMMAGE

OVERHEAD ELECTRICAL DISTRIBUTION SYSTEMS ARE NOT SPECIFICALLY INDICATED ON THE DRAWINGS BUT DO Exist along the project area

ALL MATERIALS AND WORKMANSHIP SHALL COHFORM TO THE PROJECT DESIGN SPECIF CATIONS AND DRAWINGS THESE DRAWINGS SHALL BE COORDINATED AND USEO IN CONJUNCTION WITH THE TECHNICAL SPECIFICATIONS AND APPROVED SUBMITTALS

CONTRACTOR IS RESPONSIBLE FOR LAYOUT AND VERIFICATION OF IMPROVEMENTS PRIOR TO CONSTRUCTION

ALL WORK ASSOCIATED WITH THE POWER SERVICE WILL BE COORDINATED WITH CENTRAL LINCOLN PUBLIC UT LITY DISTRICT (CRUM) AND AN ELECTRICAL PERMIT OR BINNED FROM THE CITY OF NEWPORT ELECTRICAL DISTRICT SHALL METT THE ROUGHMENTS OF CUPU. BILLIA, AND CURBERT LECTRICAL CODES, CAMD SERVICE INFORMATION CAN BE FOUND AT HITPS //CLPUD ORG/CUSTOMER-INFORMATION/SERVICE INFORMATION/

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING EROSION CONTROL INCLUDING BUT NOT LIMITED TO INLET PROTECT AND PERMANENT SEEDING TO PROVENT SEDIMENT LAGEN WATER FROM LEAVING THE WORK AREA

BLINK CHARGING STATIONS SHALL BE INSTALLED TO MEET ADA REQUIREMENTS INCLUDING A MAXIMUM INSTALLATION HEIGHT OF 48° AND A MAXIMUM REACH FROM THE PAVEMENT OF 10° SEE BLINK INSTALLATION GUIDE FOR ADDITIONAL INFORMATION.



PLAN VIEW - ERNEST BLOCH WAYSIDE SITE

Harper Houf Peterson Righellis Inc.

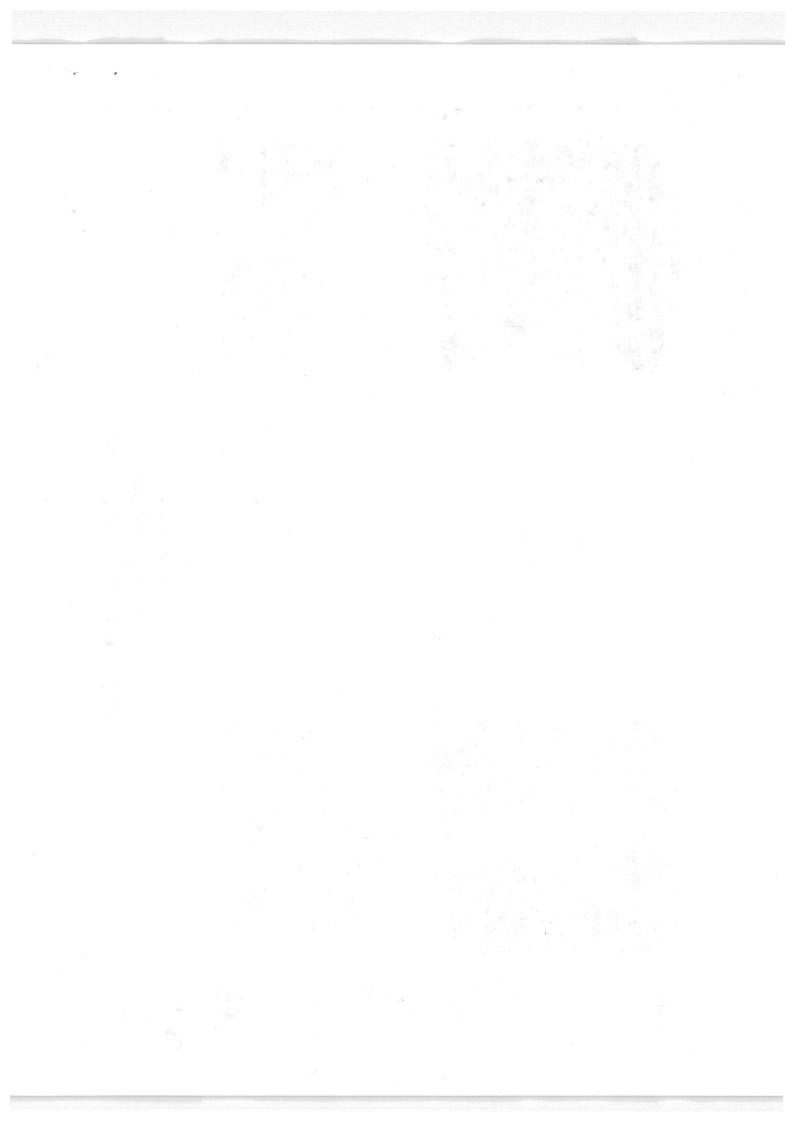
EV CHARGING STATIONS NEWPORT, OR

COVER SHEET AND NOTES

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CONSTRUCTION NOTES:

(1) HITALLY CONDUIT FROM EXTENDE TRANSCOLME TO WRITE

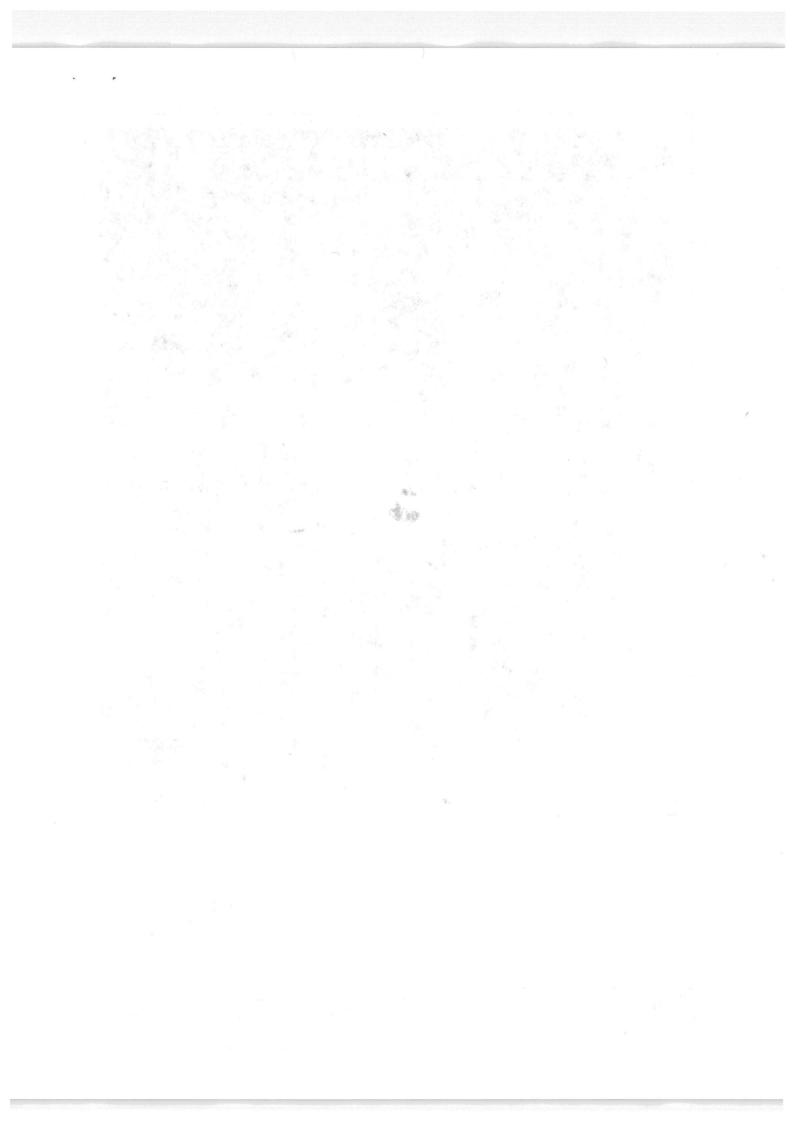
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NEWPORT CITY HALL SITE PLAN

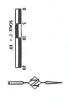




EV CHARGING STATIONS NEWPORT, OR



EMPEST BLOCH WAYSIDE M COVEL HM



CONSTRUCTION NOTES:

C2.1

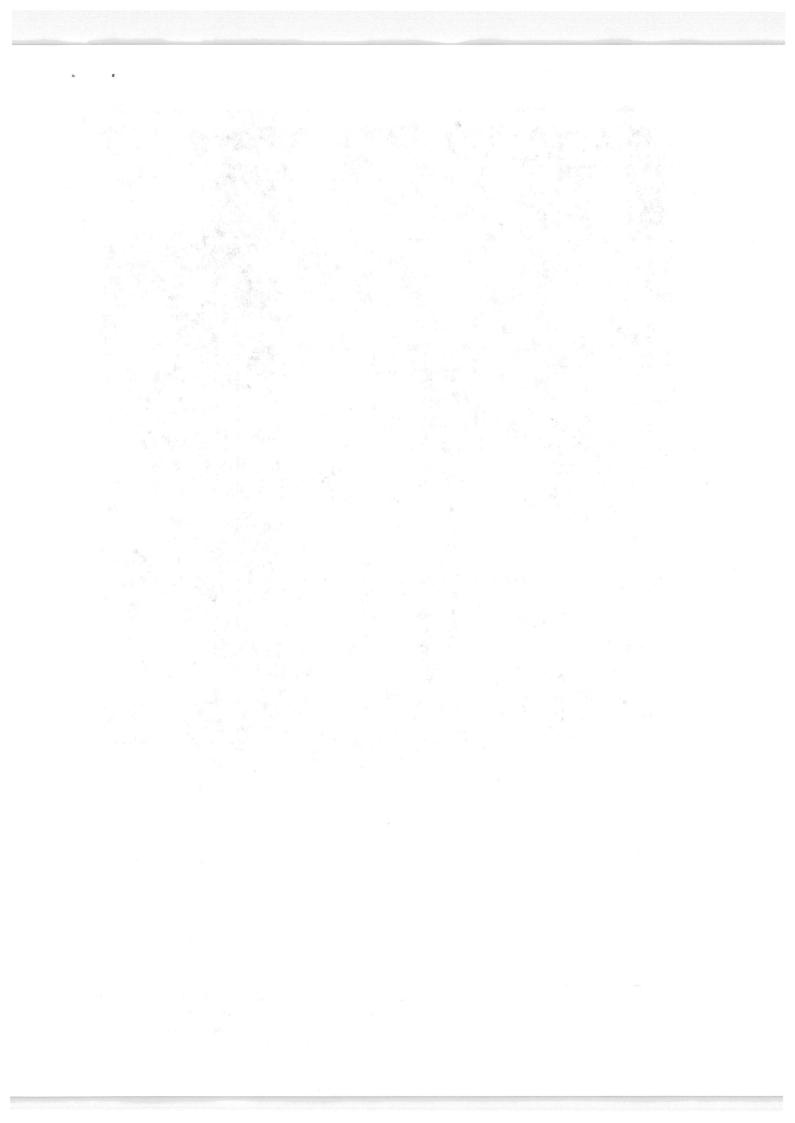


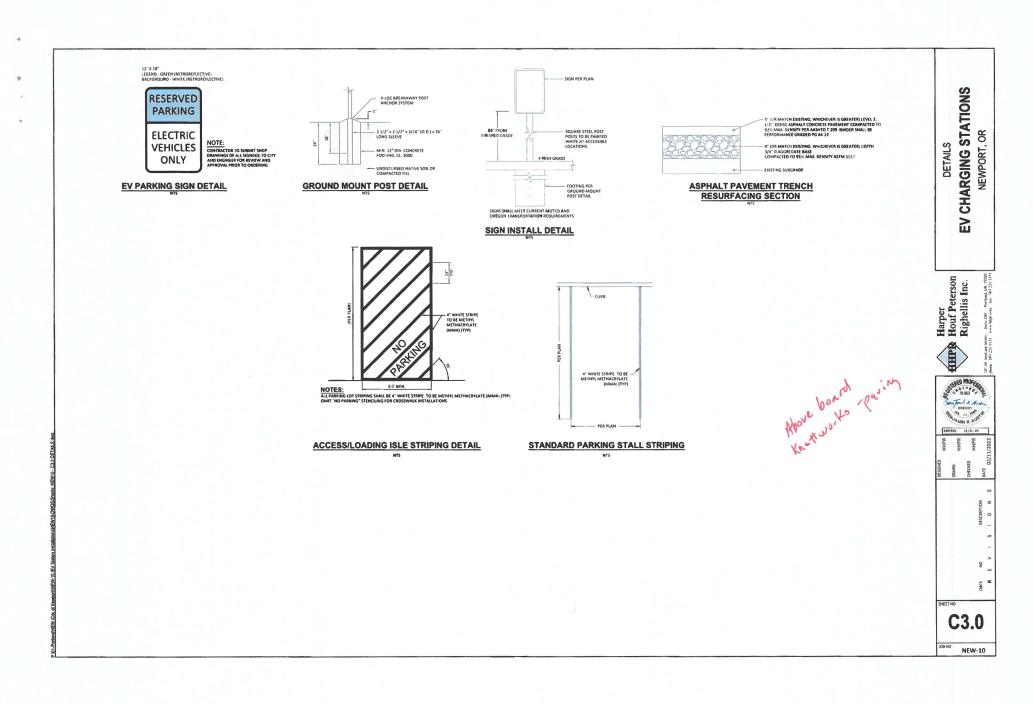




ERNEST BLOCH WAYSIDE SITE PLAN **EV CHARGING STATIONS**

NEWPORT, OR





blink

blink

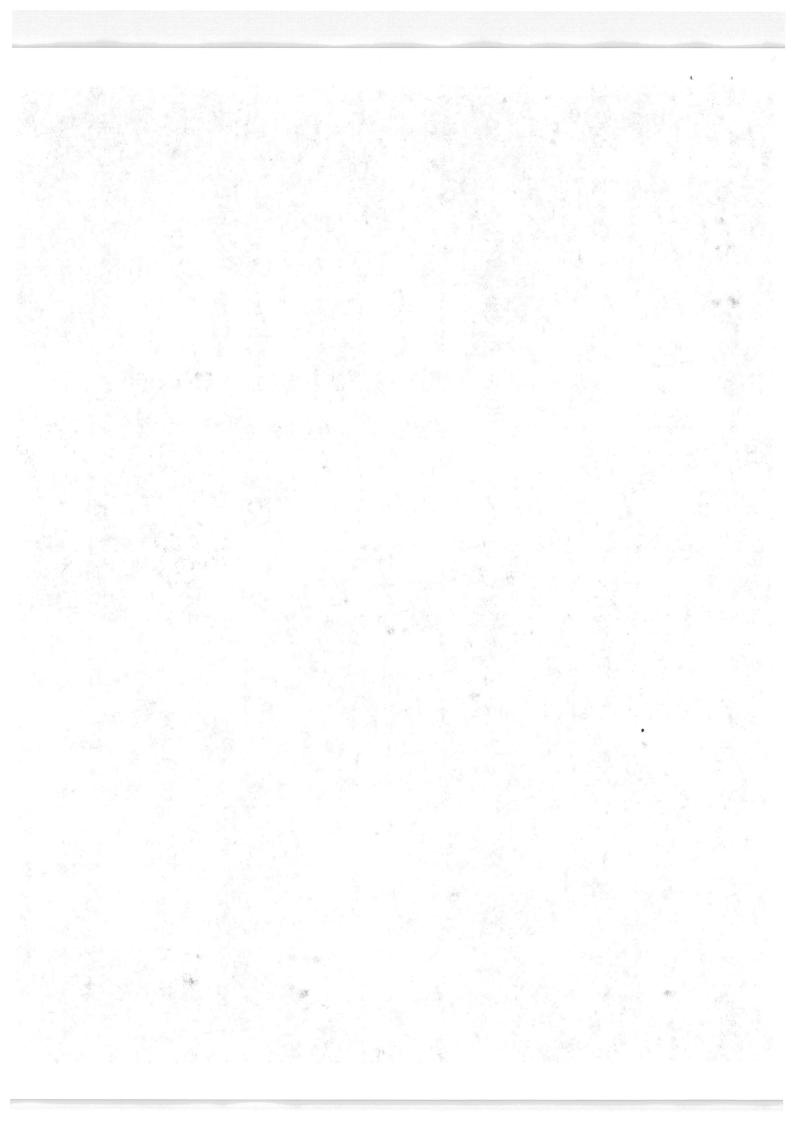
LEVEL 2 AC EV

10 200

CHARGING STATIONS

SPECIFICATIONS

blink



Level 2 AC EV Charging Stations

The Blink IQ 200 Product Family is a collection of Level 2 AC Electric Vehicle (EV) charging stations. The products offer a modern and stylish appearance, the versatility of multiple charging current options, the ability to be installed in wall-mounted and pedestal-mounted configurations, and a peer-to-peer communications architecture which provides the ability to support a single primary charging station (or Kiosk) and multiple secondary charging stations.

FEATURES

Blink IQ 200 Unique Design

- Future-proof design supports charging currents from 12A to 80A
- · Intuitive charge connector holster provides protection and storage
- · Multi-colored high visibility illuminator indicates charging station's status
- Convenient cable management design supports a long reach and storage between uses
- · Height design conforms with ADA requirements
- Fee options include time-based, kWh-based, or session-based billing functionality
- Payment methods: RFID, Apple Pay, Google Wallet, and all major credit cards
- · Pedestal accessories include single, dual, and triple port options
- OCPP support
- Updated 25ft. cable with an ergonomic design
- Button locking mechanism prevents accidental disconnection

Touch Screen

- Daylight readable 7'' color LCD with touch screen and 800×480 resolution
- · Convenient, user-friendly user interface
- · Displays charging station status and transaction details
- Pre-loaded with the Blink commercial user interface

Type 2 Charger Connector

- SAE J1772 Charge Connector (Standard in the United States)
- · Grounded pole first to make contact, last to break contact
- Designed for more than 10,000 cycles
- · Can withstand being driven over by a vehicle
- · Safe for use in wet or dry locations
- Compatible with integrated charge connector holster





Level 2 AC EV Charging Stations



Energy Management

- Internal meter to monitor energy and demand usage
- · Supports real-time energy usage data evaluation
- Controllable output to support utility demand response requests
- Local load management capability for optimal energy outputs

Network, Product, and Customer Support

- Multiple modes of communication, including Wi-Fi and cellular
- Over-the-air firmware management enables remote updates
- Blink Customer Support Center with tracking system
- Blink Network Operations Center actively monitors/manages network
- Smart grid implementation and support for commercial use
- Smart-phone applications for status changes and notifications
- Role-based features to manage permissions and access levels
- Ability to manage multiple chargers with detailed data sets

- Secure, high-availability, enterprise-grade infrastructure
- Geographically separated secondary systems for disaster recovery and management

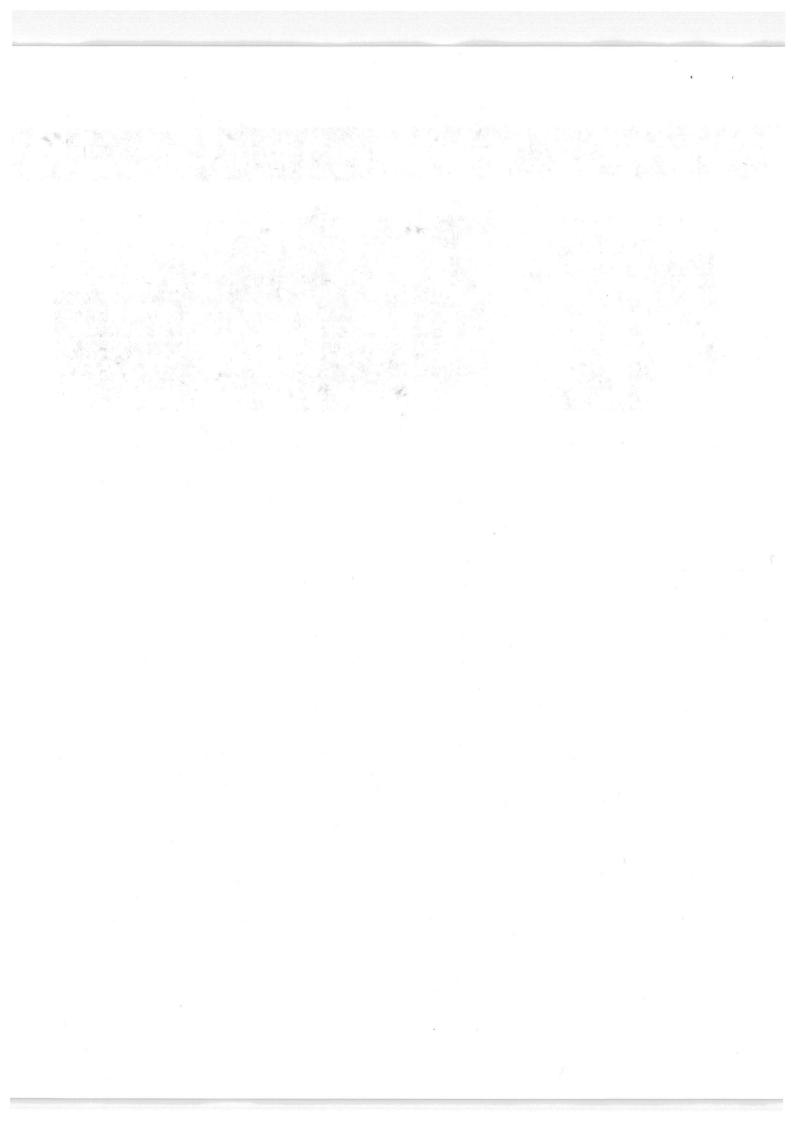
Safety and Compliance

- · Ground monitoring circuit
- Charge circuit interrupting device (CCID) with automatic test
- Nuisance tripping avoidance and auto re-closure
- Cold load pickup (randomized auto-restart following a power outage)

Promotion and Advertising

In addition to promoting locations and Blink charging stations to EV drivers across the country via the Blink Mobile App and Blink Map, the Blink IQ 200 charging stations support the opportunity to promote and/or advertise businesses, properties, products, and services.

- Rich multimedia touch screen can be easily customized via Blink Ad Loop functionality
- Station panels can also be customized for branding and advertising and can be updated as necessary



Charging Stations Comparison

			BLI	NK IQ	200 PRC	DUCT SP	ECIFICATI	ONS	
MODELS	SMART	CHARGING	STATION			ADVANCED	CHARGING	STATION	KIOSK
Model Number	QW2-80U-W1-N1-N-25					IQW2-	80U-M1-R2-F	l-25	IQW2-00U-M1-R2-N-00
Part Number		01-0205					01-0207	01-0208	
					THE OWNER OF TAXABLE PARTY.	PECIFICAT	IONS		
Standby Power				<1	OW Standb	у		Market English	<10W Standby
Output Power (kW)	2.9kW	3.8kW	5.8kW	7.7kW	9.6kW	15.4kW	17.3kW	19.2kW	Not Applicable
Output Amperage (A)	12A	16A	24A	32A	40A	64A	72A	80A	Not Applicable
Circuit Breaker Options (A)	15A	20A	30A	40A	50A	80A	90A	100A	15A or 20A
Input/Output Nominal Voltage				The second second	VAC/240V	Name and Address of the Owner of States			120 Input
Input / Output Voltage Range				180\	/AC to 264	/AC			90 to 132VAC Input; 180 to 264 VAC Input
Input / Output Frequency							60Hz	10.11	
Input Wiring Type					Hardwired				
Input Wiring Scheme				THE RESIDENCE AND ADDRESS OF	1, L2, GND				L1, N, GND or L1, L2 GND
Cold-Load	Pickup Rando	mized delo	y between 1	20 and 7	20 seconds	before cha	ge resumes	after a power failure.	Not Applicable
Power Measurement Accuracy		Eml	edded mete	er with a :	£1% accura	cy at the no	minal input.		Not Applicable
Surge Protection							to 6kV at 3,	000A	
						SPECIFIC	CATIONS		Antender / United to Charles
Charge Connector Type			~~~	9	AE J1772				Not Applicable
Charge Cable Length		4			25 ft.		2		Not Applicable
Demand Response					Yes ²				Not Applicable
Status Indicator							LED and Auc		
User Interface		None ¹						D, 7", Color, 800x48	
Access Control		None ¹ Contactless Reader: RFID Cards: ISO/IEC 14443A/B, ISO/IEC 15693, MIFARE Plus, HID iCLASS, NE Smart Credit Cards2: Visa, Master Card, Discover, American Express NFC ² : ISO 18092, Apple Pay, Google Wallet							ord, Discover, American Express
				NE	TWORK	SPECIFIC.	ATIONS		以下的对抗的人员的
Local Area Network (LAN)	i i i i i i i i i i i i i i i i i i i					2.4GHz	Wi-Fi (802.	11 b/g/n)	
Wide Area Network (WAN)		None						Cellular (3G GSN	, 3G CDMA)
Network Interface						Blin	k OCPP, OCP	P 1.6J	
Mounting Type							estal or Wall		
Market Control							ECIFICATI		
Ground Fault Detection	CCI	D20, 20m					Manual Res	et Feature	Not Applicable
Ground Monitor		经证据		THE RESERVE TO STATE OF THE PARTY OF THE PAR	onitor per l	white and the state of the last			Not Applicable
Safety Compliance		100						rma Oficial Mexicana	
Protection	Over-Volto	ige Protection	on (OVP), U	Inder-Volta	-			The state of the s	-Temp Protection (OTP), Short-Circuit Protection
EMC Compliance					FCCI	art 15 Clas	CONTRACTOR DESCRIPTION	Canada (IC), PTCRB	
ADA Compliance						YA.	Yes		PARTY OF THE PARTY
Energy Star Certified	N-15				Yes				Not Applicable
	VIEW SE			OPER	RATIONA		CATIONS		
Enclosure Rating		AND MALES		A B J S Z Z Z Z	- 9 - 12 - 12 - 12	The second secon	ype 3R Indoo	the state of the s	PORTES AND THE SEA SHOW THE SEA
Operating Temperature	K. S. Samuel	DAM.		ORTH THE			the second second second	F to +122°F)	
Storage Temperature	No. of Contrast of	Indiana production		A WARRY OF THE PARTY OF THE PAR	ON THE PARTY NAMED IN	CONTRACTOR DESCRIPTION	THE RESERVE AND PERSONS ASSESSED.	f to +176°F)	
Operating Humidity	Y The Paris		F 146 0 - 0		0	the second second second	The second secon	, Non-Condensing	
Charger Dimensions	MARKET TOWNS TO VI	Div. St.	Seedly - Figure		21.000000		1×10.65"V	Name and the Associated Association and the As	
Package Dimensions	The state of the s		V x 16.61"	D	4		14.92"W x 3lbs. (11.5k	and the second s	19.57"L x 14.92"W x 10.63"D
Charger Weight (Unpackaged)		24.2lbs. (1		8.8lbs. (4kg)					
Charger Weight (Packaged)	3	10lbs. (13.	6kg)		FRAME	3	1lbs. (14kg)	1.7	10lbs. (4.5kg)

Blink Charging Co. reserves the right to after product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

If applicable, an adjacent primary Advanced Charging Station or Kiask can provide access control for up to 20 secondary Smart Charging Stations.

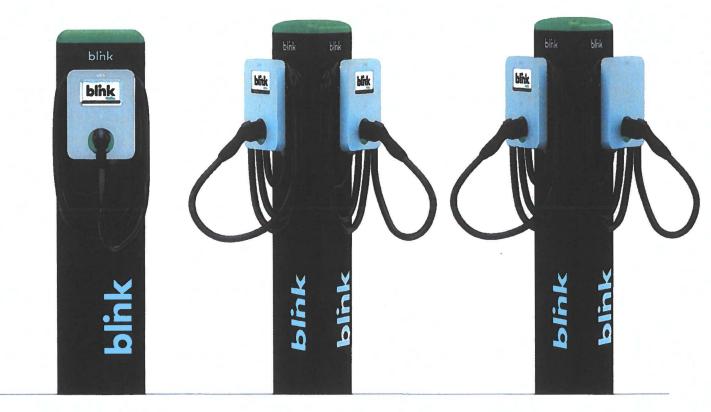
2-May not be included in the initial product offering.

 ${\bf Blink Charging.com}$



Pedestal Specifications

BLINK IQ 200 PEDESTAL SPECIFICATIONS									
MODELS	RECTANGLE, SINGLE	RECTANGLE, DUAL	TRIANGLE, DUAL	TRIANGLE, TRIPLE					
Model Number	01-0210	01-0211	01-0212	01-0213					
Number of Supported Charging Stations	1	2	2	3					
User Interface Height	48"	48"	48"	48"					
Pedestal Dimensions	56.04" H × 13.58" W × 4.28" D	56.04" H × 13.58" W × 4.28" D	59.00" H × 12.50" W × 11.19" D	59.00" H × 12.50" W × 11.19" D					
Pedestal Weight (unpackaged)	TBD	TBD	TBD	TBD					
Pedestal Weight (packaged)	TBO	TBD	TBD	TBD					



Rectangle Pedestal

The rectangle pedestal slim installation is great for small spaces that may wish to expand in the future.

Triangle Pedestal

Maximizing space, the triangle pedestal can securely mount 1-3 independent charging stations.

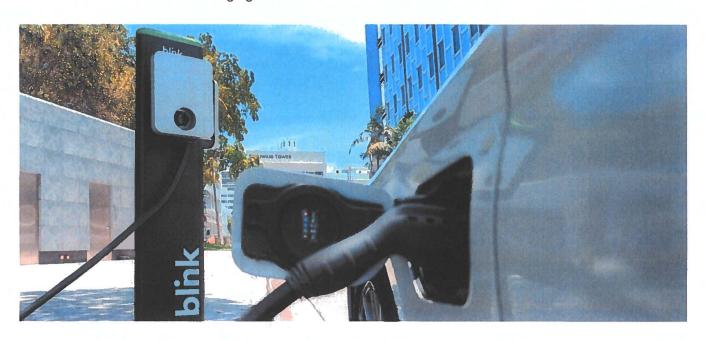
Triangle Pedestal - Dual Port

Dual Port Using the triangle pedestal, the dual port unit features 1 advanced and 1 or 2 smart chargers.

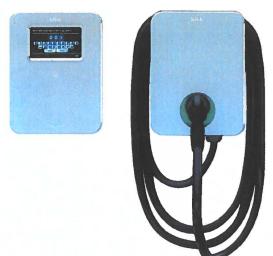


IQ 200 Smart Units

The IQ 200 design allows for multiple deployment configurations including the innovative and cost-saving Smart/Kiosk units for high density, multiple unit, and fleet installations. Up to 20 Smart units can be connected to one Kiosk unit in which the charging session is initiated.



Wall Mount with Kiosk



Pedestal with Kiosk



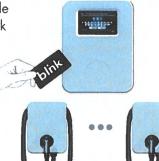


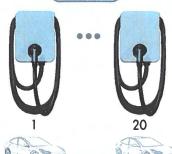
UI and Network Architecture Options

USER INTERFACE OPTIONS

Kiosk

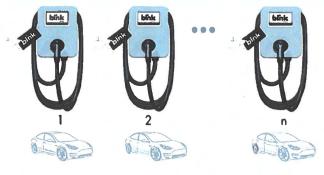
- Driver plugs in vehicle then proceed to Kiosk
- Kiosk controls all charging stations
- Up to 20 smart charging stations per Kiosk



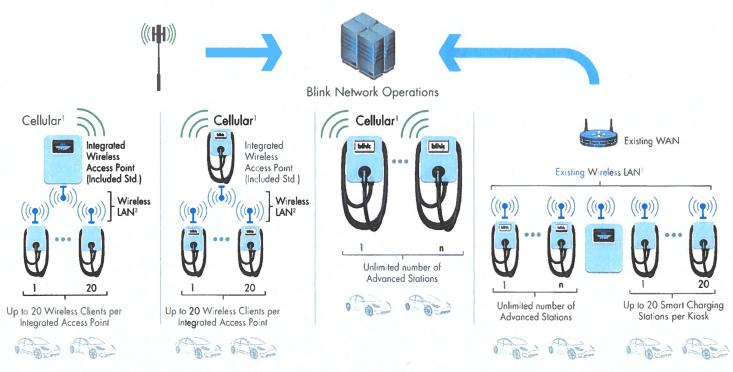


Standalone

- Driver plugs in vehicle then utilizes the UI within the Blink Advanced Charging Station
- Each station operates independently



NETWORK ARCHITECTURE OPTIONS

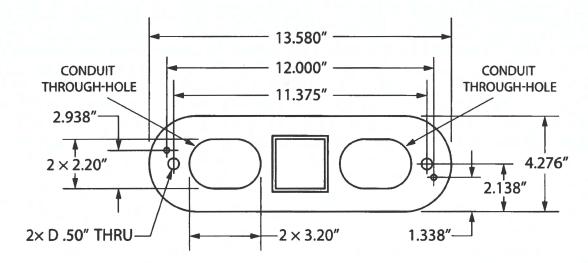


|Cellular 3G GSM / CDMA Capable | Inegrated Wireless LAN is802 11 b/g/n capable

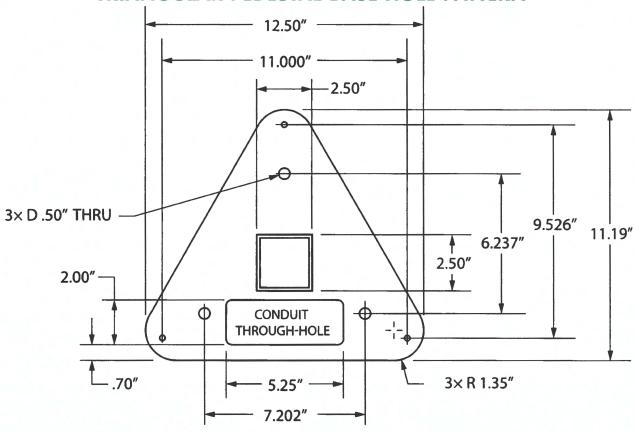


Pedestal Base Hole Pattern

RECTANGULAR PEDESTAL BASE HOLE PATTERN



TRIANGULAR PEDESTAL BASE HOLE PATTERN





Pre-Installation Guide

		ELECTRICAL WIRI	NG SPECIFICATIONS		
Max. Continuous Current	Typical Circuit Breaker ³	Typical Wire Specs ³	Typical Conduit Size ³	Blink IQ Conduit Size	Notes/Assumptions
12A	15A	Two #12AWG Wires (Line) One #12AW Wire (Ground)	1/2"	1"	≤ 150 ft. One-Way Distance ≤ 3% Voltage Drop
16A	20A	Two #10AWG Wires (Line) One #8AW Wire (Ground)	3/4"	1"	≤ 150 ft. One-Way Distance ≤ 3% Voltage Drop
24A	30A	Two #8AWG Wires (Line) One #10AW Wire (Ground)	3/4"	1"	≤ 150 ft. One-Way Distance ≤ 3% Voltage Drop
32A	40A	Two #8AWG Wires (Line) One #10AW Wire (Ground)	3/4″	1"	≤ 150 ft. One-Way Distance ≤ 3% Voltage Drop
40A	50A	Two #6AWG Wires (Line) One #8AW Wire (Ground)	3/4"	1"	≤ 150 ft. One-Way Distance ≤ 3% Voltage Drop
64A	80A	Two #4AWG Wires (Line) One #8AW Wire (Ground)	۱"	1"	≤ 150 ft. One-Way Distance ≤ 3% Voltage Drop
72A	90A	Two #3AWG Wires (Line) One #8AW Wire (Ground)	1"	1"	≤ 150 ft. One-Way Distance ≤ 3% Voltage Drop
80A	100A	Two #2AWG Wires (Line) One #8AW Wire (Ground)	1"] "	≤ 150 ft. One-Way Distance ≤ 3% Voltage Drop

3 Consult with a licensed contractor, licensed electrician, or trained installation expert to ensure compliance with local building codes and safety standards.

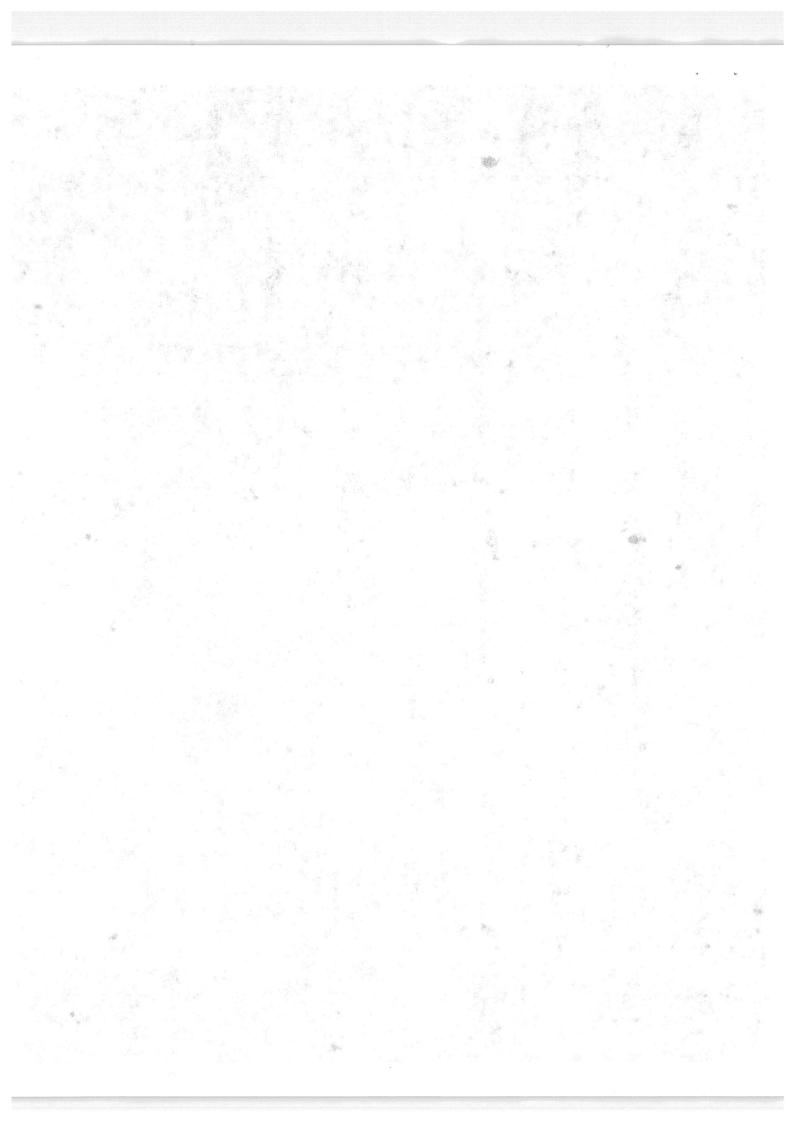
Product to be used Electrical **Electrical** Electrical Electrical **Panel Panel** Panel Panel blink Conduit Flexible Box Conduit Pedestal Pedestal Secured Optional Pull Box **Wall Mount** Rectangular Pedestal Triangular Pedestal Mount, Dual **Wall Mount** Mount, Single Option 1 Option 2





blink

BlinkCharging.com (888) 998.2546





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/22/2022

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

PRODUCER		CONTACT NAME:						
Kimberley Duty(7324236) 145 NE 8th St		PHONE FAX (A/C, NO, EXT): 541-265-4246 (A/C, NO): 541-265-2862						
Newport OR 97365-3130		E-MAIL ADDRESS: kduty@farmersagent.com						
Newport	OK 37000 0100	INSURER(S) AFFORDII	INSURER(S) AFFORDING COVERAGE					
INSURED		INSURER A: Truck Insurance Excha	INSURER A: Truck Insurance Exchange					
		INSURER B: Farmers Insurance Exc	21652					
ABOVEBOARD ELE	CTRIC INC	INSURER C: Mid Century Insurance Company 21						
PO BOX 2042		INSURER D:						
NEWDORT	OR 97365	INSURER E:	INSURER E:					
NEWPORT	UK 9/365	INSURER F:	INSURER F:					
COVERACES	CERTIFICATE NUMBER	NUMBER. DEVICION NUMBER.						

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	^{\$} 100,000
				035086119		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE	MED EXP (Any one person)	\$ 5,000
С		Y	N		01/28/2022		PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$ 4,000,000	
	POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY							\$ 2,000,000
	ANY AUTO	NY AUTO					BODILY INJURY (Per person)	\$
С	OWNED AUTOS SCHEDULE AUTOS	Y	N	035086119	01/28/2022	01/28/2023	BODILY INJURY (Per accident)	\$,
	HIRED AUTOS NON-OWNED AUTOS ONLY							\$ -
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MA	DE					AGGREGATE	\$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS ' LIABILITY							\$
		//N N/A					E.L. EACH ACCIDENT	\$
С	EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		A0315-15-89	07/01/2021	07/01/2023	E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$

SCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CITY OF NEWPORT CITY HALL AND ERNEST BLOCH WAYSIDE

CERTIFICATE HOLDER		CANCELLATION				
CITY OF NEWPORT 169 SW COAST HWY		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS				
NEWPORT	OR 97365	AUTHORIZED REPRESENTATIVE Kim Dudy				

ACORD 25 (2016/03)

31-1769 11-15

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: 035086119



J6840 2nd Edition

ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM BUSINESSOWNERS COMMON POLICY CONDITIONS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	CITY OF NEWPORT					
Location Of Covered Operation(s):	ERNEST BLOCH WAYSIDE City of Newport City Hall NEWPORT, OR 97365					
Effective Date Of Endorsement:	06/22/2022					
If no entry appears above, information required to c	omplete this endorsement will be shown in the Declarations.					

The BUSINESSOWNERS LIABILITY COVERAGE FORM is amended as follows:

A. With respect to the additional insured described in Paragraph **B.** of this endorsement, the following exclusions are added to Paragraph **1. Applicable To Business Liability Coverage** under Section **B. Exclusions**:

This insurance does not apply to:

- 1. "Bodily injury" or "property damage" for which the additional insured(s) is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.
- 2. "Bodily injury" or "property damage" occurring after:
 - **a.** Your ongoing operations at the location of covered operations other than service maintenance or repairs performed by you or on your behalf have been completed; or
 - **b.** The portion of your ongoing operation out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.

But in no event shall this insurance apply to "bodily injury" or "property damage" arising out of your operations that were completed prior to the effective date of this endorsement.

- 3. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of its "employees", agents or contractors other than you, except for general supervision by the additional insured(s) of your ongoing operations performed for that additional insured.
- 4. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured(s);
 - **b.** Property in the care custody or control of the additional insured(s) or over which the additional insured(s) exercise physical control; or
 - **c.** Any work including materials, parts or equipment furnished in connection with such work which is performed for the additional insured by you.

- **B.** Section **C.** Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only to the extent that the additional insured(s) is held liable for "bodily injury" or "property damage" caused in whole or in part by:
 - 1. Your ongoing operations performed for such person or organization at the location designated above;
 - The acts or omissions of your subcontractors acting on "your" behalf on the scheduled project in the performance of your ongoing operations for the additional insured(s) which start and are completed within the effective period of this endorsement; or
 - 3. The acts or omissions of such additional insured(s) in connection with its general supervision of such operations.
- **C.** With respect to this endorsement, "wrap up policy" means an Owner or Contractor Controlled Insurance Program providing one or a series of policies designed to cover a specific construction project that insures all of the persons and entities working on such project.

The BUSINESSOWNERS COMMON POLICY CONDITIONS are amended as follows:

A. With respect to the additional insured described in Paragraph **B.** of this endorsement, Section **H. Other Insurance** is replaced by the following:

H. Other Insurance

1. Primary and Noncontributory Insurance

The coverage provided to an additional insured under this endorsement shall be primary and noncontributory ONLY to any insurance issued directly to the additional insured if:

- **a.** The Named Insured agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis;
- **b.** Such written contract or written agreement referenced in **a.** above was executed prior to the issuance of this endorsement:
- The additional insured designated herein has a policy with an Other Insurance provision making that policy excess; and
- **d.** There is no "wrap up policy" in effect for the work performed at the location designated in the Schedule of this endorsement.

2. Excess Insurance

If there is other valid and collectable insurance available to the additional insured(s) as an additional insured under other policies covering the work performed at the location designated and described in the schedule of this endorsement, this insurance will be excess over those policies.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



AUTHORIZATION FOR AGREEMENTS, MOUS, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Goods and Services Contract between City of Newport and Aboveboard Electric, Inc.

Date: 6/27/22									
Statement of Purpose parking lot and Ernes Council Agenda, Item	t Block 18A, or	Waysid June 6	le parki i th .	ing lot.					
Department Head Siç	gnature	a	en	(lec	3/	Sec	wit	J. John	2
Remarks, if any: Non	<u>e</u>								
City Attorney Review	and Si	gnature	EN	IAIL	AT	TACH	包	Date: <u>6/2</u>	1/22
Other Signatures as F	Reques	sted by t	he City	Attorne	еу:	Water to the same of the same	Name	/Position	
Budget Confirmed:	Signate Yes	ure 🕱	No	0	N/A		Dato.		
Certificate of Insuran	ce Atta	ched:	Yes	M	No		N/A		
City Council Approva	l Need	ed:	Yes	×	No		Date:	June 8, 2022	
After all the above re along with the origin executed prior to the City Manager Signate	al docu City Ma						ture. No gnature		hould be ent.
Once all signatures a with the original, fully of grant agreement Department for tracki	execui and a	ted agre	ement, ct fund	MOU, ing do	or other	docum	ent to th	ne City Recorde	r. A copy
City Recorder Signat	ure:					_	Date:		
Date posted on webs	ite:								

Sign-Off Sheet for Documents Obligating the City - Rev. 1/18

Derrick Tokos

From: David Allen

Sent: Tuesday, June 21, 2022 2:14 PM

To: Derrick Tokos
Cc: Spencer Nebel
Subject: Re: EV Chargers

Attachments: Goods and Services Contract - Aboveboard_EV_Install.pdf

Attached contract looks okay ... will need a sign-off form once the contractor signs the contract. -- David

From: Derrick Tokos

Sent: Monday, June 20, 2022 12:16 PM

To: David Allen

Subject: FW: EV Chargers

Hi David... here is the goods and services contract that I sent to Aboveboard for the EV Charger install.

Derrick

From: Derrick Tokos

Sent: Friday, June 17, 2022 8:35 AM

To: Randy Smith <randy@aboveboardelectric.com>

Subject: RE: EV Chargers

Hi Randy,

Attached is a contract for the installation of the two, dual port EV chargers. Please return a signed copy of the document (email is fine) along with a certificate of insurance showing that you have coverage for the amounts listed.

Once I have it back from you, I'll see that it is signed by our City manager and will email you a fully executed version for your records.

Thanks... and see you at 9am on Monday.

Derrick I. Tokos, AICP

Community Development Director City of Newport 169 SW Coast Highway Newport, OR 97365

ph: 541.574.0626 fax: 541.574.0644 d.tokos@newportoregon.gov

From: Randy Smith < randy@aboveboardelectric.com >

Sent: Thursday, June 16, 2022 5:35 PM

To: Derrick Tokos < D.Tokos@NewportOregon.gov>

Subject: RE: EV Chargers

I will try and call you first thing in the morning. I should be here by 7:30.

Sent from Mail for Windows

From: Derrick Tokos

Sent: Thursday, June 16, 2022 5:12 PM

To: Randy Smith

Subject: RE: EV Chargers

Hi Randy... do you have time for a brief call tomorrow to coordinate? My schedule is pretty flexible, and I am usually in the office around 7:30 am.

Derrick

From: Randy Smith <randy@aboveboardelectric.com>

Sent: Thursday, June 16, 2022 7:34 AM

To: Derrick Tokos < D.Tokos@NewportOregon.gov>

Subject: EV Chargers

[WARNING] This message comes from an external organization. Be careful of embedded links.

Update on City Hall parking lot. We have ordered locates for the parking lot. I would like to discuss getting the chargers from you here at some point. I will be in a meeting most of today, but I just wanted you to be aware of all the paint marks that are going to be showing up in the parking lot. I haven't scheduled any trenching yet. I will need to discuss that with you, because we will need to close part of the parking lot for that day.

Thank You,

Randy

Sent from Mail for Windows