



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

Date: July 21, 2024

Statement of Purpose: To provide pavement reconstruction of SW Angle Street from Highway 20 to SW 9th Street.

Department Head Signature: Clara Beatty

Remarks, if any: _____

City Attorney Review and Signature: See attached e-mail Date: _____

Other Signatures as Requested by the City Attorney: _____

Signature _____ Name/Position _____
Date: _____

Budget Confirmed: Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 8/26/24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

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

ANGLE STREET PAVING PROJECT

BASED UPON the quotes submitted in response to a request for quotes for **Angle Street Paving Project**, as issued and administered by City of Newport (City), City and Road & Driveway Company (Contractor) hereby enter into a contract for services in accordance with the specifications and quote provided.

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

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

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

1. Term. The term of this Contract shall extend from its execution to project completion, unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.
2. Scope of Work. Contractor shall provide all materials, labor, equipment, and all other services and facilities necessary for the services specified in the attached Exhibits A and B (Project). Work shall be completed within 90 days of the date given in the Notice to Proceed.
3. Compensation.
 - 3.1 Basis of Payment. Contractor shall complete Project as defined above and in the attached exhibits for the prices in Exhibit B, with an estimated total fee of **\$ 47,689.02**.

3.2 Invoices. Payments shall be based upon Contractor's invoices submitted to City, detailing the previous month's fees and costs.

a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Project. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date, subject to a five percent (5%) retainage to be paid only after full performance and acceptance by City.

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

4. Permits. City will be responsible for obtaining all permits, approvals and authorizations necessary for Contractor's performance.

5. Termination for Convenience. This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

6.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

6.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

6.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

7. **Termination for Default.** Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

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

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

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

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

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

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

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

9. **Standard of Care.** Contractor warrants that the work to be performed pursuant to

this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the equipment and services City is purchasing.

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

CITY:
City of Newport
169 SW Coast Highway
Newport, OR 97365
Phone: (541) 574-3366
Fax: (541) 265-3301

CONTRACTOR:
Road & Driveway Company
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

16. **Warranty.** Contractor's warranty is as stated within Exhibit B. Contractor further
- Goods and Services Contract (rev. 3/2023)
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warrants that all materials, equipment, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.

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

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

17.1. **Commercial General Liability Insurance**

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

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 are either subject employers that will comply with ORS

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

17.4. Additional Insured Provision

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

17.5. Notice of Cancellation

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

17.6. Certificates of Insurance

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

17.7. Primary Coverage Clarification

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

17.8. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement. The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss

caused by negligence or neglect connected with this Agreement.

18. **Indemnity.** To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the negligence of City. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
19. **Force Majeure.** This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is affected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.
20. **Independent Contractor.** It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
21. **Assignment.** Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this

Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

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

mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

- 29. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
- 30. Severability/Counterparts. In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect. This Agreement may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.
- 31. Entire Agreement. This Agreement shall be the exclusive agreement between the parties with respect to the included terms and for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
- 32. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY OF NEWPORT

ROAD & DRIVEWAY COMPANY

By: 

By: 

Title: City manager

Title: PROJECT MANAGER

Date: 8/26/24

Date: 8/27/2024

Exhibit A
Request for Quotes

Chris Beatty

From: Chris Beatty
Sent: Sunday, June 9, 2024 11:17 AM
To: 'Ryley Wienert'
Subject: RE: Angle Street Paving Project
Attachments: Angle Street Paving Limits Exhibit.pdf; Newport Goods-Svcs Agreement - Sample.pdf

Attached is an updated scope with more information about the details of the paving. I had to send it out to two other paving contractors for procurement reasons. I wanted you to look at it to see if there is any added information that would affect your previous bid of \$47,689.02. Please advise if your quote stands or send me a revised quote.

Thanks!

All,

The City of Newport is requesting quotes for SW Angle Street. Please refer to the attachment for location and limits. The project will consist of a 3" grind and 3" +/- asphalt concrete pavement inlay (approx. area = 10,800 sf). Re-stripe angled parking spaces (paint), skipped centerline (paint), and continental crosswalk (thermoplastic). Other items to include mobilization, traffic control, and catch basin erosion control. The current version of the Oregon Standard Specifications (OSSS) will be used and Prevailing Wage Rates will be in-place if bid exceeds \$50,000. The concrete asphalt shall be Level 3, ½" Dense, PG 64-22, 1 lift, and compaction to 91% of MAMD in accordance with Section 00744 of the OSSS.

The City of Newport will be required for obtaining the ODOT right-of-way permit, notifying the public of parking restrictions during the time of work, and construction surveying. Construction surveying needs to be coordinated with the contractor prior to work being started.

Quotes for this work are due by June 18, 2024 at 2:00 p.m. Bids can be submitted in person or via e-mail directed to Chris Beatty with information on signature block below. A sample Goods and Services Contract is attached for your information. This contract will be executed for this project.

If you are not interested in submitting a quote, please respond back stating so for our procurement records. I look forward to receiving a quote from you. Please contact me with any questions.

Thanks!

Chris Beatty, PE
Acting City Engineer
City of Newport, Oregon
169 SW Coast Highway, Newport, OR 97365
C.Beatty@newportoregon.gov
Office: 541-574-3376
Cell: 541-270-7515
Fax: 541-265-3301



Chris Beatty

From: Chris Beatty
Sent: Sunday, June 9, 2024 11:11 AM
To: Chris Beatty
Subject: Request for Paving Quotes - SW Angle Street
Attachments: Angle Street Paving Limits Exhibit.pdf; Newport Goods-Svcs Agreement - Sample.pdf

Sent to: Knife River & Pave NW

All,

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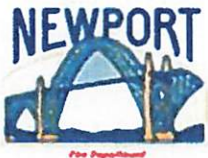
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If you are not interested in submitting a quote, please respond back stating so for our procurement records. I look forward to receiving a quote from you. Please contact me with any questions.

Thanks!

Chris Beatty, PE
Acting City Engineer
City of Newport, Oregon
169 SW Coast Highway, Newport, OR 97365
C.Beatty@newportoregon.gov
Office: 541-574-3376
Cell: 541-270-7515
Fax: 541-265-3301



PUBLIC RECORDS LAW DISCLOSURE. This e-mail is a public record of the City of Newport, and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to the State Records Retention Schedule for Cities.

HWY. 101

SEAM

SW ANGLE STREET

PAVING LIMITS

SEAM

60'

180'

CITY HALL

SW 9th STREET



EXHIBIT B
Contractor Quote

EXHIBIT B



Road & Driveway Company
Cedar Creek Quarries, Inc.

CCB 16331
CCB 46114

BID

████████████████████
████████████████████
████████████████████

Job No. 15741
Date: 5/15/2024

We are pleased to submit the following bid

To: City of Newport ATTN: Chris Beatty 169 SW Coast Hwy Newport, OR 97365 P: 541-270-7515 E: c.beatty@newportoregon.gov	For: Newport SW Angle St Grind Inlay Newport, OR
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QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
		Item 1 -- Angle Street Grind Inlay -- 3" grind and asphalt concrete pavement inlay. Restripe parking stalls, skipped centerline, and continental crosswalk. Install catch basin erosion control. Total area (+/-) 10,800 sf.	lump sum	\$ 47,689.02
<i>Total service charges:</i>				\$ 47,689.02

Please be advised:

- Owner to obtain ROW permit.
- Assumes work to be completed during regular daytime shifts.
- Owner responsible for survey.

Terms: cash, check, credit paid upon completion of work. In accordance with ORS 701.625, invoices not paid by Customer within thirty (30) days are delinquent and will bear interest at the rate one and one-half percent (1.5%) per month, or the max amount allowed by law, whichever is less, until paid.

Your signature on one copy, returned to this office, will make this a legal contract for the performance of the above work.

Accepted by _____
Date _____

Work approved by _____
Date _____

Ryley Wienert

5/15/2024

Price valid for 30 days after above date, prior to acceptance.

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
- (15) If the contract price exceeds \$50,000 and this contract is not otherwise exempt, workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. The applicable prevailing rate of wage may be accessed online at: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. ORS 279C.830
- (16) If the project is subject to both the Davis-Bacon Act and state prevailing rate of wage, Contractor and every subcontractor shall pay workers not less than the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830
- (17) Contractor and every subcontractor must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9). ORS 279C.830

Chris Beatty

From: David Allen
Sent: Sunday, August 4, 2024 6:54 PM
To: Chris Beatty
Subject: Re: Angle Street Paving Project - Contract for Review
Attachments: Certificate of Insurance.pdf; Exhibit A - Request for Quotes.pdf; Exhibit B - Newport SW Angle Street Paving Project Bid - Road and Driveway.pdf; Agreement Sign Off Form - Angle Street Paving.pdf; Newport Goods-Svcs Agreement - Angle Street Paving - track changes.docx

Attached contract w/edits in track changes. Also need a COI for workers' comp. --David

From: Chris Beatty
Sent: Tuesday, July 30, 2024 8:50 AM
To: David Allen
Subject: Angle Street Paving Project - Contract for Review

David,

Attached is a Goods and Services Contract for your review. Please contact me with any questions. Thanks!

Chris Beatty, PE
City Engineer
City of Newport, Oregon
169 SW Coast Highway, Newport, OR 97365
C.Beatty@newportoregon.gov
Office: 541-574-3376
Cell: 541-270-7515
Fax: 541-265-3301

PUBLIC RECORDS LAW DISCLOSURE. This e-mail is a public record of the City of Newport, and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to the State Records Retention Schedule for Cities.



Oregon Workers' Compensation Certificate of Insurance

Mail to:

[Redacted]

Certificate holder:

CITY OF NEWPORT
169 SW COAST HIGHWAY
NEWPORT, OR 97365

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

Insured Road & Driveway Co PO Box 730 Newport, Or 97365-0053	Producer/contact Hub International Northwest LLC-Eugene David Niderost 541.654.8521 david.niderost@hubinternational.com
Issued 08/05/2024 Policy 812716 Period 10/01/2023 to 10/01/2024	Limits of liability Bodily Injury by Accident \$500,000 each accident Bodily Injury by Disease \$500,000 each employee Body Injury by Disease \$500,000 policy limit

Description of operations/locations/special items
Angle Street Paving Project

Important

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE POLICYHOLDER AND CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS AND OREGON LAW. SAIF WILL ENDEAVOR TO PROVIDE WRITTEN NOTICE WITHIN 30 DAYS WHENEVER POSSIBLE.

Authorized representative

Chip Terhune
President and CEO

[Redacted]



APPLICATION AND PERMIT TO OCCUPY OR
PERFORM OPERATIONS UPON A STATE HIGHWAY

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

04M55381

CLASS: KEY#

GENERAL LOCATION			PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)		
HIGHWAY NAME AND ROUTE NUMBER US-101 / 9 / Oregon Coast			<input type="checkbox"/> POLE LINE	TYPE	MIN. VERT. CLEARANCE
HIGHWAY NUMBER 009	COUNTY Lincoln	Coos	<input type="checkbox"/> BURIED CABLE	TYPE	
BETWEEN OR NEAR LANDMARKS At the intersections of US -101 & SW Angle ST			<input type="checkbox"/> PIPE LINE	TYPE	
HWY. REFERENCE MAP ODOT TransGIS	DESIGNATED FREEWAY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IN U.S. FOREST <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> NON-COMMERCIAL SIGN	FEE AMOUNT	
APPLICANT NAME AND ADDRESS City of Newport 169 SW Coast Highway Newport, OR 97365			<input checked="" type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW		
			FOR ODOT USE ONLY		
			BOND REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	REFERENCE: OAR 734-55 035(2)	AMOUNT OF BOND 0
			INSURANCE REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	REFERENCE: OAR 734-55 035(1)	SPECIFIED COMP. DATE 7-01-2025

DETAIL LOCATION OF FACILITY (For more space attach additional sheets)

MILE POINT	TO	MILE POINT	ENGINEERS STATION	ENGINEERS TO STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
						CENTER OF PVMT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
140.52			153+52		Left side	28	36	N/A	N/A	N/A

DESCRIPTION AND LOCATION OF NON-COMMERCIAL SIGNS OR MISCELLANEOUS OPERATIONS FACILITIES
Paving city street adjacent to US-101. May occasionally require closing one lane on US-101. Please refer to the attached Angle Street Paving Limits Exhibit along with request for quotes e-mail. Construction date to be determined pending ODOT permitting.

SPECIAL PROVISIONS (FOR MORE SPACE ATTACH ADDITIONAL SHEETS)

- TRAFFIC CONTROL REQUIRED YES [OAR 734-55-025(6)] NO
 - OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED? YES [OAR 734-55-100(2)] NO [OAR 734-55-100(1)]
 - AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE AT TELEPHONE NUMBER: 541-757-1211 OR FAX A COPY OF THIS PAGE TO THE DISTRICT OFFICE AT: D4Permits@odot.oregon.gov SPECIFY TIME AND DATE IN THE SPACE BELOW.
 - A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
 - ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987.
- CALL BEFORE YOU DIG 1-800-332-2344

COMMENTS - ODOT USE ONLY

Permit and permission to conduct work within the ODOT right of way.
See attached provisions, pages 2 - 8.

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE X		TITLE	DATE
APPLICANT SIGNATURE X <i>C. A. Beatty</i>	APPLICATION DATE 7-22-24	TITLE City Engineer	TELEPHONE NO. 541-574-3376
When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached; and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.		DISTRICT MANAGER OR REPRESENTATIVE X <i>Kenneth W. ...</i>	APPROVAL DATE 7/30/24

734-3457(2-06)

Prepared By: *DA* Reviewed By: *CBW*

T R F C

1

√GENERAL PROVISIONS FOR POLELINE,
PIPELINE, BURIED CABLE PERMITS AND MISCELLANEOUS PERMITS

(Rev) May 2003

APPLICANT: City of Newport	HIGHWAY: 009	MP: 140.52	
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All checked (√) provisions apply.

WORKSITE

- √1. Permittee must call for utility locates before digging ("Call Before You Dig") 1-800-332-2344 per Oregon Administrative Rules (Chapter 952, Division 1). You may be held liable for damages. Pre-marking of excavation areas is required.
- √2. Permittee shall have a copy of this permit and all attachments at the work site. They shall be available to the District Manager or representative at their request.
3. Permittee shall acknowledge, in writing, receipt and review of Oregon Administrative Rules (Chapter 734, Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of this permit or agreement. Copies of this rule may be obtained from any district maintenance office.
- √4. Permittee shall review the Oregon Administrative Rules (Chapter 734 Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of this permit or agreement. Web Site: http://arcweb.sos.state.or.us/rules/OARS_700/OAR_734/734_055.html.
- √5. Access control fence must be maintained during construction and restored to its original or better condition after construction is complete.
- √6. The Permittee shall not use state highway right of way to display advertising signs or merchandise of any kind.
- √7. The stopping and parking of vehicles upon state highway right of way for the maintenance of adjoining property or in furtherance of any business transaction or commercial establishment is strictly prohibited.
8. All grass and small brush within the work area shall be rotary or flail mowed to ground level prior to the beginning of work to facilitate clean up. Disturbed areas shall be reseeded with grass native to the area in an appropriate seeding time.
- √9. The spreading of mud or debris upon any state highway is strictly prohibited and violation shall be cause for immediate cancellation of the permit. Clean up shall be at the applicant's expense. The highway shall be cleaned of all dirt and debris at the end of each workday, or more frequently if determined by the District Manager or representative.
- √10. Permittee shall replace any landscape vegetation or fences that are destroyed. Any damage that is not fully recovered within 30 days (weather permitting) shall be replaced by ODOT at the expense of the Permittee. A "plant establishment" shall be understood to be part of the planting work to assure satisfactory growth of planted materials. The plant establishment period will begin when the original planting and all landscape construction has been completed and approved. The length of the establishment period will be one calendar year or as defined in the permit Special Provisions.

11. Permittee shall install and maintain landscaped area. Planting shall be limited to low-growing shrubs, grass or flowers that do not attain sufficient height to obstruct clear vision in any direction. The Oregon Department of Transportation (ODOT) shall have the right to remove said landscaping at any time such removal may appear to be in the public interest, without liability or loss, injury, of damage or any nature whatsoever.

TRAFFIC

- √12. During construction or maintenance, the work area shall be protected in accordance with the current Manual on Uniform Traffic Control Devices, (MUTCD), Federal Highway Administration, US Department of Transportation, and the Oregon Department of Transportation supplements thereto. Flaggers must have a card or certificate indicating their completion of an approved work zone traffic control course. All traffic control devices shall be maintained according to the American Traffic Safety Services Association (ATSSA), Quality Standards for Work Zone Traffic Control Devices handbook.
13. Permittee shall provide a detailed traffic control plan for each phase of the work, showing signs and cones. Plans shall be reviewed and approved by Oregon Department of Transportation in advance of construction or maintenance.
- √14. All damaged or removed highway signs shall be replaced by the permittee. Installation shall be according to MUTCD standards or ODOT specifications, and shall be completed as soon as possible but no later than the end of the work shift.
15. No lane restrictions are permitted on the roadway during the hours of darkness, on weekends, or between 6:00 AM and 9:00 AM, or 4:00 PM and 7:00 PM (Monday thru Thursday off by noon on Friday) without prior approval by ODOT.
- √16. Traffic control with lane restrictions are permitted on the roadway with the following guidelines:
See attached EXHIBIT: DISTRICT 4 LANE RESTRICTIONS, 01/01/2024

DRAINAGE

17. On-site storm drainage shall be controlled within the permitted property. No blind connections to existing state facilities are allowed.
18. Excavation shall not be done on ditch slopes. Trench excavation shall either be at ditch bottom or outside ditch area.
19. Only earth or rock shall be used as fill material and shall slope so as not to change or adversely affect existing drainage. **Fine grade and seed the finished fill with native grasses to prevent erosion.**
20. A storm drainage study stamped by an Oregon Registered Professional Engineer (PE) is required. The study must meet standards of the National Pollution Discharge Elimination Systems (NPDES) when any of the following conditions apply:
- Whenever a four inch pipe is inadequate to serve the developed area,
 - development site is one quarter acre or larger in size, OR contributes one half cubic feet per second OR directly or indirectly affects state facilities,
 - or as directed by the District Manager or representative.
 - An advance deposit for ODOT hydrology reviews may be required.

21. Permittee shall provide on-site retention for storm water runoff that exceeds that of the undeveloped site.
22. All water discharged to an ODOT drainage system must be treated prior to discharge. All requests for connection to an ODOT storm system must meet any requirements of the National Pollutant Discharge Elimination System (NPDES). This may include local jurisdiction approval of on-site water quality treatment facilities and/or development of an operation and maintenance plan for any on-site water quality treatment facility, as determined by local jurisdiction

EXCAVATION/CONSTRUCTION

- √23. The following ODOT documents and any supplements and subsequent revisions thereto, where applicable and not otherwise superseded by the permit language herein, but only to the extent that they provide standards and performance requirements for work to be performed under the permit, shall be incorporated for use in the permit: "Oregon Standard Specifications for Construction (2015)" and relevant Metric Standard Drawings. ODOT shall have authority over acceptance of all materials and workmanship performed under this permit as stated in Section 00150.00 of the "Oregon Standard Specifications for Construction (2015)." For additional Supplemental and Special Provisions please refer to: <http://www.odot.state.or.us/techserv/roadway/specs/home.htm>. Standard Specification books is available on this site.
- √24. Open cutting of pavement is allowed in areas specifically approved by District Manager or representative.
- √25. Trench backfill shall be according to the attached typical drawing, marked as Exhibit A ε .
- √26. Open cutting of the highway is allowed with construction in accordance with OAR 734-55-0100. All excavation in paved areas shall be backfilled and the roadway surface patched before the end of each shift. In special cases where steel plates are allowed, said plates shall be pinned and a temporary cold patch applied to the edges. The permittee shall be fully responsible for monitoring and maintenance of temporary patching and steel plating.
27. Compaction tests shall be required for each open cut per Oregon Standard Specification for Construction. Compaction tests shall be conducted once for every 300 lineal feet per lift of continuous trench according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent Compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction test shall be provided to District Manager or representative at applicants' expense.
28. Control Density Fill (CDF) shall be used as surface backfill material in place of crushed rock in open trenches that impact the travel portions of the highway. A ¾"-0, or 1"-0 rock will be used for the aggregate. The amount of cement used shall not exceed 3.0% of the total mixture's weight. Maximum compressed strengths must not exceed 250 pounds per square inch (psi).
- √29. Surface restoration shall be a minimum of eight inches of hot asphalt-concrete (AC), compacted in two inch lifts, or match existing pavement depth, whichever is greater. Sand-seal all edges and joints.
- √30. All aggregate shall conform to Oregon Standard Specification for Construction, Section 02630 - Base Aggregate.
- √31. Any area of cut or damaged asphalt shall be restored by the applicant (call ODOT for restoration requirements). For a period of two years following the patching of paved surface, permittee shall be responsible for the condition of permittee's pavement patches, and during that two-year period shall repair to District Manager or representative satisfaction any of the patches which become settled, cracked, broken, or otherwise faulty.

32. An overlay to seal an open-cut area shall be completed prior to the end of the construction season, or when minimum temperature allows per "Oregon Standard Specification for Construction" and any subsequent revisions thereto. Typical overlay shall be 1.5 inches deep and cover the affected area from edge of pavement to edge of pavement, and taper longitudinally at a fifty feet to one inch (50' : 1") ratio. Taper may be adjusted by the District Manager as required. For a period of two years following this patching of the surface, the permittee shall be responsible for the condition of said pavement patches, and during that time shall repair to the District Manager or representative's satisfaction any of the patches which become settled, cracked, broken or otherwise faulty.
33. Highway crossings shall be bored or jacked. Bore pits shall be located behind ditch line or in areas satisfactory to the District Manager. Unattended pits shall either be protected by a six-foot fence, backfilled, or steel plated and pinned.
34. Permittee shall install a "tracer wire" or other similar conductive marking tape or device, if installing any non-conductive, unlocatable underground facility, in order to comply with Oregon Utilities Coordination Council (OUCC), per OAR 952-01-0070 (6).
35. Trench backfill outside of ditch line or in approved areas can be native soil compacted at optimum moisture in twelve inch layers to 90% or greater of the maximum density.
36. Native material that is found to be unsatisfactory for compaction shall be disposed of off the project and granular backfill used.
37. Trench backfill in rock slope or shoulder shall be crushed 1"-0 or ¾"-0 size rock compacted at optimum moisture in eight-inch layers. Compaction tests shall be conducted according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction tests shall be provided to District Manager or representative at applicant's expense.
38. Where excavation is on fill slope steeper than a two to one (2:1) ratio, slope protection shall be provided using four-inch size rock laid evenly to a minimum depth of twelve inches.
39. No more than 300 feet of trench longitudinally along the highway shall be left open at any one time and no trench shall be left in an open condition overnight (during non work hours).
40. Areas of disturbed cut and fill slopes shall be restored to a condition suitable to the District Manager or representative. Areas of erosion to be inlaid with an acceptable riprap material.
41. All underground utilities shall be installed with three-foot or more of horizontal clearance from existing or contract plans guardrail posts and attachments. All non-metallic water, sanitary and storm sewer pipe shall have an electrically conductive insulated Number 12-gauge copper tracer wire the full length of the installed pipe using blue wire for water and green for storm and sanitary sewer piping.
- √42. Any area of cut or damaged concrete shall be restored in accordance with the attached Typical Section-Pipe Section under sidewalk.
43. Utility markers and pedestals shall be placed as near the highway right-of-way line as practical. In no case shall pedestals and line markers be located within the highway maintenance area.
44. No cable plowing is allowed within the lateral support of the highway asphalt (i.e. at six feet lower than the edge of the asphalt, no plowing within nine feet of the edge of the asphalt).

45. Review by ODOT Bridge Engineers is required for all proposed bridge and structure attachments and for utility or any facilities to be installed within sixteen feet of bridge foundations, supports, and wells or related, or within the influence zone of bridge facilities.

Miscellaneous:

- √46. Permittee shall be responsible and liable for (1) investigating presence/absence of any legally protected or regulated environmental resource(s) in the action area; (2) determining any and all restrictions or requirements that relate to the proposed actions, and complying with such, including but not limited to those relating to hazardous material(s), water quality constraints, wetlands, archeological or historic resources(s) state and federal threatened or endangered species, etc., (3) complying with all federal, state, and local laws, and obtaining all required and necessary permits and approvals.
- √47. If the permittee impacts a legally protected/regulated resource, permittee shall be responsible for all costs associated with such impact, including, but not limited to all costs of mitigation and rehabilitation, and shall indemnify, and hold ODOT harmless for such impacts and be responsible and liable to ODOT for any associated costs or claims that ODOT may have.
- √48. Plans are approved by ODOT in general only and do not relieve the permittee from completing construction improvements in a manner satisfactory to ODOT. The District Manager or representative may require field changes. When revisions are made in the field, permittee is responsible to provide "as built" drawings, within 60 days from completion of highway improvements, and shall submit them to the District Office issuing the permit.
- √49. Permittee shall be responsible for locating and preserving all existing survey monumentation within the work area in accordance with ORS 209.150 and/or 209.155. If monumentation or its accessories are inadvertently or otherwise disturbed or destroyed, applicant shall be responsible for all costs and coordination associated with it's reestablishment by a professional licensed surveyor.

SPECIAL PROVISIONS for TRAFFIC CONTROL PERMITS

- √50. NO UNPROTECTED CLEATS ON THE ASPHALT. Any damages resulting from the applicants operations shall be immediately identified on the road in a manner approved by Authorized Officer until repairs are made to the satisfaction of the ODOT District Manager or his/her representatives. Any damage to the asphalt surface or shoulder shall be temporarily repaired within 24 hours. Track cleats may be accepted upon request, provided that plywood, tires, or any other acceptable means can protect the asphalt.
- √51. As this permit is for traffic control only, the highway structure should not be disturbed. If disturbed, contact ODOT District Manager ODOT Representative.
- √52. ODOT Station 2 Contact Requirements: When traffic control is required that disrupts, diverts, or may cause traffic impacts or delays contact ODOT Station 2 at 503-362-0457 48hours prior to working. You will need to provide a contact name, phone number, the highway, mile point, type of work and how long traffic will be affected. If any highway sign is impacted during construction, contact ODOT Station 2 at 503-362-0457

√53. All equipment shall be parked off the right-of-way or in areas acceptable to the ODOT District Manager or the ODOT Representative.

√54. ADA:

Permittee shall take measures necessary to maintain the accessibility of the state highway by individuals with disabilities to the current ADA standard during the course of the permitted work by following the latest version of the Oregon Temporary Traffic Control Handbook section 1.6.

Permittee shall ensure that advance notice of any temporary pedestrian route is provided in an accessible format to the public, people with disabilities, and disability organizations to the greatest extent possible. The Notice is to be sent to the organizations on the contact list for Centers for Independent Living at:
CenterContactInformationJanuary2019.pdf (oregon.gov)

Permittee shall be responsible to restore or replace any curbs or curb ramps damaged by the permitted activity according to ODOT's ADA Standards available at

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>.

ADA standards in place at the time a permit is issued are to be met when a permit is issued for: Repair or installation of new sidewalk, curb, crosswalk, or a median that includes a pedestrian walkway. Work that damages (removes or cuts into or through) an existing curb or curb ramp. ADA Curb and Curb Ramp Upgrades on Utility Permits MG 14-05 Work that damages a curb or sidewalk where no ramp exists but where there is a crosswalk or is at an intersection where pedestrians would be expected to cross the highway even if there is no crosswalk in place. Work that requires the replacement of any part of the curb or curb ramp including the pan of the curb ramp.

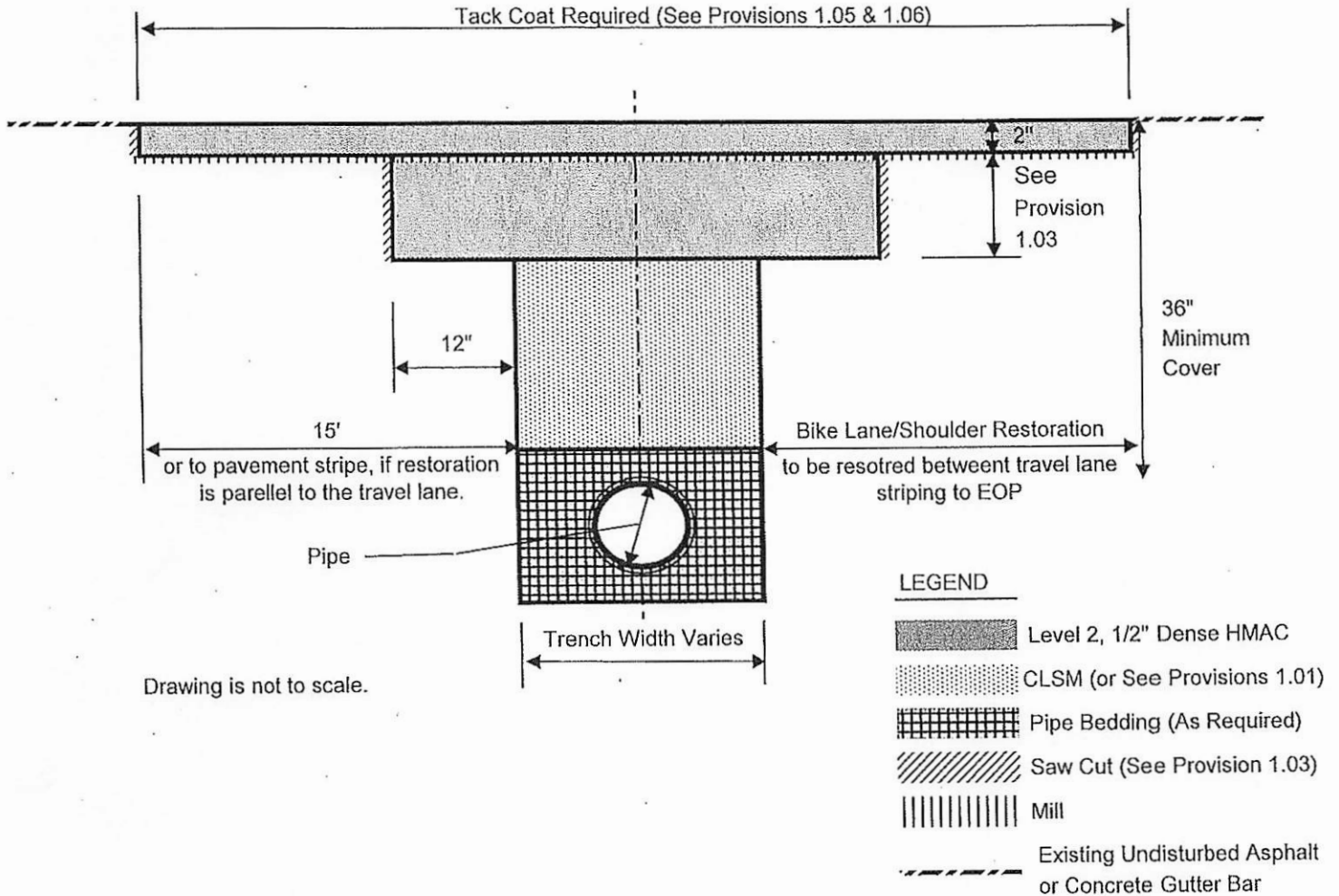
Acceptance of Work shall be by Specially trained ODOT staff is to inspect curb ramps prior to acceptance of the permitted work to ensure the curb or curb ramp meets ADA standards. Should the ADA accommodations not be satisfactorily completed, ODOT will notify the permit applicant in writing. The permit applicant will be responsible to take corrective action in the time and manner prescribed by ODOT.

Any review or inspection of the curbs or curb ramps conducted by ODOT does not relieve the Permittee of the responsibility to comply with any other aspect of federal, state, and local laws, rules and regulations applicable to the work allowed under the permit including but not limited to the Americans with Disabilities Act of 1990.

√55. Contact ODOT at 541-757-4211 to discuss questions or concerns regarding this permit. Any changes or part of the permit that the applicant does not understand or agree with, must be changed or worked out prior to commencing the work.

EXHIBIT A

"T"-CUT RESTORATION IN THE TRAVEL LANE/SHOULDER



1.00 Special Provisions (T-Cut Restoration Requirements)

- 1.01 CLSM or backfill material shall be sand blend trench fill with 3/4" rock compacted to a minimum of 95% of the maximum density of the material placed in 6" lifts.
- 1.02 Joints in the travel lane are to be at the curb & gutter, centerline or skip line, and/or at the nearest longitudinal joint.
- 1.03 All cuts in pavement shall be full depth saw cuts. A minimum compacted thickness of 6" or the thickness of the removed pavement, whichever is greater. Pavement to be compacted in 3" lifts.
- 1.04 Cut areas shall be cold patched at the end of the workday and patch maintained. Cold patched areas shall be hot patched within 10 days. All cold patch material to be excavated prior to hot patch restoration.
- 1.05 Pavement grinding shall conform to Standard Specifications for Highway Construction, Cold Plane Pavement Removal. Pavement surface shall be uniformly milled using equipment that is capable of accurately establishing profile grades within a tolerance of 1/4" (or 6mm) by reference from either the existing pavement or independent grade control. Parallel trench restoration will start/stop 5' before and beyond trench.
- 1.06 Asphalt emulsion tack coat shall be used to seal the ground area to the edges of the existing asphalt. All cut areas shall be sealed with an ODOT approved polymer asphalt sealant.
- 1.07 All existing pavement markings and legends are to be restored with like kind.
- 1.08 Applicant shall accept responsibility for pavement stress or settlement of the "T"-Cut restoration section for a period of 2 years from the specified completion date listed on page 1 of the permit.

DISTRICT 4 LANE RESTRICTIONS

Route No.	Highway No.	Milepoint	LANE RESTRICTIONS						
			No Commute Time Closures	Off Hwy by 12 PM On Friday	No Closure On Friday	No Weekend Closures	Nights Only (7 PM - 6AM)	Nights Only (7PM - 6AM) High Traffic Season	Nights Only (9 PM - 5:30 AM)
I-5	001	209.06 - 244.68				X			X
	001MV	Airport Rd, Albany						X	
	001NA	Century Dr, Albany	X						
US 101	009	91.46 - 105.90		X		X			
US 101	009	105.90 - 144.37			X		X		
US 101	009	144.37 - 167.61	X		X	X			
US 20	016	0.00 - 1.96					X		
US 20	016	1.96 - 32.98	X	X					
OR 34	027	39.81 - 58.56	X						
US 20	031	0.00 - 11.23			X		X		
OR 22	032	10.63 - 22.01	X			X			
US 20	033	0.00 - 5.75			X		X		
US 20	033	5.75 - 49.76	X	X		X			
US 20	033	49.76 - 56.80			X		X		
OR 18	039	0.00 - 21.18	X		X	X		X	
OR 99E	058	0.00 - 5.81			X		X		
OR 99E	058	5.81 - 7.90	X	X					
OR 99W	091/1W	63.42 - 73.75	X	X					
OR 99W	091/1W	73.75 - 82.59			X		X		
OR 99W	091/1W	82.59 - 104.36	X	X					
OR 99E	164	0.00 - 5.28	X						
OR 99E	164	5.28 - 8.39	X		X				
OR 229	181	23.48 - 31.24	X						
OR 223	191	4.73 - 9.95	X						
OR 200	200	0.00 - 2.03	X						
OR 34	210	0.00 - 1.19					X		
OR 34	210	1.19 - 7.64	X	X					
OR 34	210	7.64 - 10.77					X		
OR 34	210	10.77 - 18.13	X	X					
OR 228	212	0.00 - 21.46	X						

DISTRICT 4 LANE RESTRICTIONS

Route No.	Highway No.	Milepoint	LANE RESTRICTIONS	
			No Restrictions on This Section of Highway	
OR 20	16	32.98 - 71.50		X
OR 34	27	0.00 - 39.87		X
OR 99E	58	7.90 - 28.22		X
OR 180	180	0.00 - 19.25		X
OR 229	181	0.00 - 23.48		X
OR 223	191	9.95 - 31.40		X
OR 194	194	0.00 - 7.56		X
OR 201	501	0.00 - 9.49		X
OR 226	211	0.00 - 25.71		X

Definitions:

Commute Times: 6 AM to 9 AM and 4 PM to 7 PM, Monday - Friday

High Traffic Season: March 15 - April 15 and June 1 - November 1

Night Work Hours: 7 PM to 6 AM (I-5 only: 9 PM to 5:30 AM)

Closures: Reduction of travel lanes

Weekend: 12 AM Friday - 7 PM Sunday

Holiday: The day before the holiday, and the day after the holiday. To include the holiday weekend and all days in-between.

*Example 1 - Holiday falls on a Monday, the closure can not be between
6 AM Saturday - 9 PM Tuesday.*

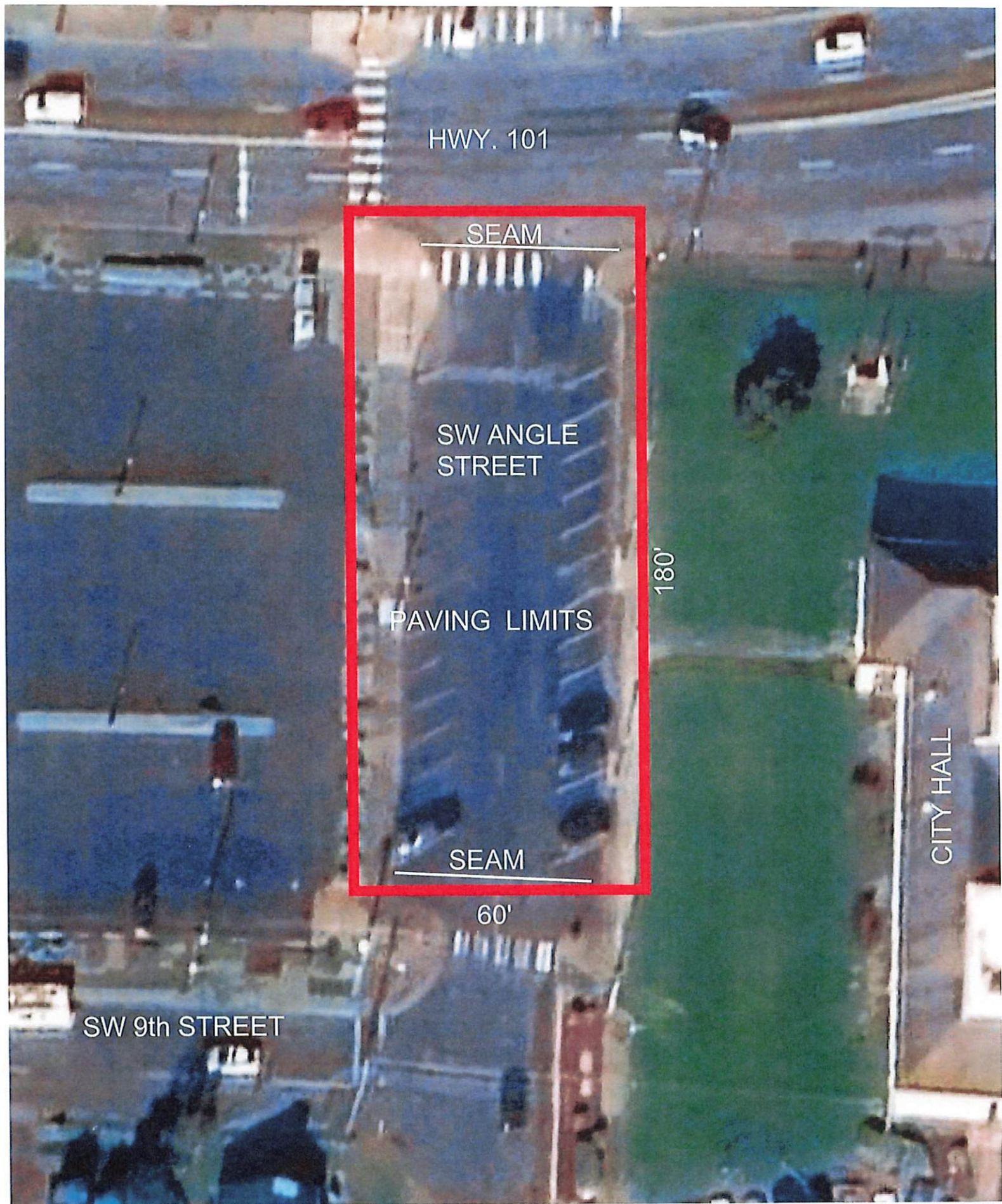
*Example 2 - Holiday falls on a Thursday, the closure can not be between
6 AM Wednesday - 9 PM Sunday.*

General Restrictions:

- 1.) No Holiday Weekend Closures.
- 2.) Even during restricted times, one lane in each direction must remain open at all times on multi-lane highways.
- 3.) Traffic control must meet MUTCD and Oregon Temporary Traffic Control Handbook guidelines.
- 4.) Daytime work may be allowed in multi-lane sections with prior written ODOT approval.

ODOT Deviations:

- 1.) Any deviation from this document must be requested in writing and have written approval by ODOT, District 4.
- 2) Changes and/or more restrictions to work times may be added if ODOT observes traffic congestion or conditions that warrant a change.
- 3) Contact ODOT, District 4 at 541-757-4211 with questions or concerns.



HUBBARD Delacy M

From: Chris Beatty <C.Beatty@NewportOregon.gov>
Sent: Monday, July 22, 2024 11:27 AM
To: District 4 Permits
Cc: Melissa Roman; 'Ryley Wienert'
Subject: Request for Permit to Occupy or Perform Operations Upon a State Highway
Attachments: ODOT ROW Permit Application - Angle Street Paving (submitted 7-22-24).pdf; Angle Street Paving Limits Exhibit.pdf; Request for Paving Quotes - SW Angle Street

Categories: Responded

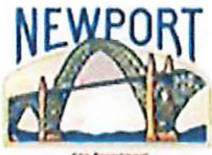
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To whom it may concern,

Attached is a completed permit application for a paving project on a City of Newport street (SW Angle Street) that abuts Highway US 101. Please confirm this has been received and provide an estimated time frame for review and approval. I know ODOT is very busy and short of staff so I appreciate your effort in reviewing our application. If you have any questions or require additional information, please let me know. Thanks!

Chris Beatty, PE
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