



**Explore Lincoln City**

**City of Lincoln City**

**REQUEST FOR QUOTES**

**Integrated Janitorial, Chemical Toilets, Waste and Landscaping Services for the  
Lincoln City Welcome Center Plaza**

**Lincoln City, Oregon**

**November 24, 2025**

**RFQ SCHEDULE**

Request for Quotes Issued:	November 24, 2025
Request for Quotes Due:	December 8, 2025
Evaluation of Quotes:	December 11-12, 2025
Notice of Intent to Award Contract:	December 15, 2025
Anticipated Contract Start Date:	January 1, 2026



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## **Explore Lincoln City**

### **City of Lincoln City**

#### **REQUEST FOR QUOTES**

#### **Integrated Janitorial, Chemical Toilets, Waste and Landscaping Services for the Lincoln City Welcome Center Plaza**

- PURPOSE OF RFQ:** The City of Lincoln City, through Explore Lincoln City, invites the submittal of responses to this Request for Quotes (RFQ) from qualified business(es) interested in providing janitorial, rental and maintenance of chemical toilets, waste management and landscape services at the Lincoln City Welcome Center Plaza that will be in construction in 2026 and completed at the end of 2026. With the new Welcome Center in place by the end of 2026. The resulting contract will be setup to coincide with the fiscal year of the City of Lincoln City to provide an opportunity to check-in with the hired contractor to determine any changes needed. The fiscal year runs from July 1<sup>st</sup> to June 30<sup>th</sup> in the subsequent calendar year.
- SITE DESCRIPTION:** The new Lincoln City Welcome Center Plaza would be located at the D-River Wayside in Lincoln City, Oregon. The physical address of the Wayside is 101 SW HWY 101, Lincoln City, OR 97367.
- OBJECTIVES:** Explore Lincoln City proposes to contract with a highly qualified, capable business or set of businesses depending on their ability to meet the Scope of Work for the type of service needed in the Scope of Work. Interested business may apply for one or multiple forms of service through this integrated RFQ. Please indicate which type of service from the Scope of Work detailed below that you would be interested in contracting with Explore Lincoln City. Businesses who apply should be registered with the Oregon Secretary of State's Office; have commercial general liability insurance with minimums of \$1,000,000 per occurrence and \$2,000,000 per aggregate; be a type of business related to the scope of work involved, be able to be responsive in the event of any potential emergency situation and can provide references on request. Contract would be awarded based on your business being related to one or more of

the types of service detailed in the Scope of Work below, good references and able to provide the best value to the City of Lincoln City. Selected business would need to be able to coordinate with other contractors such as Bremik Construction and Understory Landscape Architecture during the construction phase to allow for ease of operations, the safety of employees, and a seamless transition from old landscape to new landscape as well as old restrooms to chemical toilets to new restroom facilities.

#### SCOPE OF WORK:

##### 1.) Janitorial Services

Janitorial services would be provided to the restroom facilities currently at D River, until the restrooms would be removed to make room for the new Welcome Center. Once the Welcome Center is built, the new restrooms will once again need janitorial service. If you require us to provide supplies, please include this in your quote.

Janitorial services would include:

- Inspect/minor repair of restroom building and restroom fixtures (repairing leaky faucets, clogged drains, touching up grout, replacing worn toilet flappers to prevent flushing issues, cleaning graffiti, replacing light bulbs).
- Notify City staff of major repair needs (broken toilets, unsafe electrical problems or significant plumbing failures).
- Daily restroom cleaning with more frequent cleaning expected during the summer (twice daily) and hourly during events such as the kite festival. Inside staff restrooms would need just daily cleaning during the weekdays of Monday through Friday.
- Restroom cleaning to include a systematic cleaning checklist. Staff would be expected to wear any necessary safety equipment such as gloves and/or goggles or masks and be regularly trained on working on wet surfaces, with exposure to cleaning chemical hazards and biohazards. Staff

to post "wet floor" or similar signage when cleaning. Cleaning would have an initial inspection to check for spills, debris or biohazards first. Cleaning of sinks and toilets (using plunger if needed to unclog, reporting if still clogged). Staff would gather and stock cleaning supplies and disinfectants. Staff would stock toilet paper, refill soap and any other dispensers. Mirrors, plumbing pipes below the sink and baseboards would be wiped. Metal fixtures would be polished. Staff would clean and disinfect high-touch points like door handles, switches and dispensers. Water and agents would be used to pour down the drains to help with potential clogging issues. Cleaning of walls, removal of wall marks or graffiti, cleaning of partitions and stall doors would be completed. Staff would empty trash inside restrooms. Cleaning would include sweeping or removing debris and then mopping the floor with a disinfectant solution, while working toward the exit.

- Biohazard cleanup would be expected of the restrooms as needed, along with any removal of sharps.

## 2.) Chemical Toilet Services

Chemical Toilets would need to be provided once the restroom facilities are demolished. Once the Welcome Center is built, the new restrooms will replace the chemical toilets.

Expectations for Chemical Toilets:

- During the winter season period November through February: 3 Regular Chemical Toilets with 1 ADA Chemical Toilet Unit. All units would need to be continuously stocked with hand sanitizer.
- During the summer season period March through October: 10 Regular Chemical Toilets with 4 ADA Chemical Toilet Units and 4 Handwashing Stations. Hand sanitizer would need to be continuously stocked in all units.
- Winter season maintenance (November through February): Waste holding tank for the chemical

toilets would be emptied and replenished three times per week. Chemical toilets would be cleaned and disinfected three times per week during this same period. Hand sanitizer would be restocked, along with sharps and any trash removed, three times per week.

- Summer season maintenance (March through October): Waste holding tank for the chemical toilets would be emptied and replenished daily. Chemical toilets would be cleaned and disinfected once per day during this same period. Hand sanitizer would be restocked and sharps, with any trash removed daily. Handwashing stations would be checked and maintained daily.
- Additionally, ventilation would be checked upon each cleaning, along with inspection for any leaks or mechanical wear.
- Contractor staff would need to wear appropriate personal protective equipment and be aware of any chemical and biohazards.
- Service provider would need to use designated disposal facilities, follow local regulations for waste disposal and be able to determine the appropriate amount of deodorizing and waste-dissolving chemicals to help break down waste and control odors.

### 3.) Waste Services

Trash cans will be on site at D River during the construction phase of the parking lot around the Welcome Center in development. Once the Welcome Center Plaza is complete there will be several designated trash cans for visitors and people to use. These will need to be emptied regularly during the construction phase and after at designated dumpsters provided by North Lincoln Sanitary Service.

Requirements:

- Staff will be expected to wear personal protective equipment. This might include, but not be limited

to gloves, safety glasses or goggles, durable footwear, protective long sleeve shirts and pants and a high-visibility safety vest.

- Trash will need to be picked up from designated trash cans around and inside the Lincoln City Welcome Center Parking lot.
- Trash liners will need to be replaced in trash receptacles around the Lincoln City Welcome Center Plaza.
- Trash will be removed from designated receptacles to be consolidated at a dumpster on site.
- Graffiti or markings will need to be removed from trash receptacles.
- Notify City staff of trash receptacles becoming rusted or damaged.
- Winter season maintenance (November through February): Trash removal from designated receptacles and in the plaza area on a daily basis.
- Summer season maintenance (March through October): Trash removal from designated receptacles and in the plaza area twice per day.
- City staff will need to be notified of any overflow issues with designated dumpsters. This might require transfer of trash to a sanitary service facility.

#### 4.) Landscaping Maintenance

During the construction phase there will be limited landscaping needs until the construction is complete and native plants are planted.

Requirements (Pre-construction and During Construction):

- Personal protective equipment will be required for all staff completing landscape maintenance. This could include gloves, work boots, eye protection, face shields, hearing protection, protective clothing from wind, rain, snow, sleet and sun, and respiratory protection around chemicals.
- Signs will need to be checked for vandalism, or safety problems daily.
- Staff will coordinate with Understory Landscape Architecture for the planting and protection of native plants.
- Staff will clean signs as needed and report broken signs in need of repair to City staff.
- Daily check of mowing needs for islands and lawn areas not under construction and not planted with native plants. Mowing using weed eaters or lawn mowers. Grass kept to a minimum of three inches.
- Maintain weed eating and lawn mowing equipment in good function.
- Daily monitoring of perimeter and fence line. Any damages to be reported to City staff.
- Keep sidewalks and walking paths clear of debris, snow and deiced.

#### Requirements (Post-Construction):

- Use of appropriate personal protective equipment for employees and safety training. This could include gloves, work boots, eye protection, face shields, hearing protection, protective clothing from wind, rain, snow, sleet and sun, and respiratory protection around chemicals.
- Signs monitored for vandalism, or safety problems daily.



- Native plants will be present at the Lincoln City Welcome Center Plaza. These will need to be irrigated regularly during the growing season March through October until established and periodically as needed after a couple years during hot and dry periods. Two outside faucet hosing bibs from the welcome center building could be accessed for this purpose. One would be on the west (ocean-facing side of the building), the other on the east (highway side of the building).
- Staff will clean signs as needed and report broken signs in need of repair to City staff.
- Daily monitoring of perimeter and fence line. Any damages to be reported to City staff.
- Keep sidewalks and walking paths clear of debris, snow and deiced.
- Repaint parking strips when faded.
- Clean out drainage points after heavy precipitation and storm events.
- Prune native plants as needed but should be minimal.
- Maintain and replenish mulch around native plants.
- Transport and reposition temporary surface irrigation equipment for native plants.

The selected business will be required to perform the services to be specified more fully in a contract agreement to be negotiated after selection. The contract agreement will provide for payment and payment frequency. Upon selection, based on consideration of quotes and qualifications, a Scope of Work will be developed.

The City of Lincoln City through Explore Lincoln City

reserves the right to include additional project elements in the initial or subsequent agreements as Explore Lincoln City may deem appropriate. The selected business will be required to retain and be responsible for all janitorial, waste removal, operation of chemical toilets, basic maintenance and landscape services as appropriate for the Scope of Work negotiated. Explore Lincoln City reserves the right to approve contractors that will be associated with the project.

**FUNDING:** Funding of the work described herein will be determined by the City of Lincoln City through Explore Lincoln City as approved and authorized by the Lincoln City City Council.

**SELECTION PROCESS:** From a review of the quotes received, Explore Lincoln City intends to evaluate the quotes and possibly invite a business for an interview. Explore Lincoln City will notify selected firms of the date and times of any interviews. Explore Lincoln City reserves the right to make a selection based solely on statements of qualifications received.

The selected respondent whose selection was based on qualifications will then negotiate with Explore Lincoln City on fee and contract conditions. If a reasonable fee cannot be achieved with the respondent of choice, negotiations will proceed with other qualified respondents until a mutually agreed contract can be negotiated.

**EVALUATION CRITERIA:** The criteria used to evaluate the RFQ responses will include, but not be limited to, the following:

- Type of Scope of Work Selected based on what you can provide: 1) Janitorial Service, 2) Chemical Toilets, 3) Waste 4) Landscape Services. Please indicate in your response what category or categories you would like to be considered of needed services for the Welcome Center Plaza at D River.
- Business Type: Does your business model align with one or more Scope of Work categories for the type of work needed for the Lincoln City Welcome Center?
- Detailed Quote Provided: Does your business offer a good value based on price?
- Professional References: Provide names and

contact information for a minimum of three client references that we can reach out to about your work.

ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION:

- A. All Information True: By submitting a response, Respondents represent and warrant that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, may be excluded.
- B. Cost of Responses: Explore Lincoln City will not be responsible for the costs incurred by anyone in the submittal of responses.
- C. Contract Negotiations: This RFQ is not a contract or a commitment of any kind. If this RFQ results in a contract offer by Explore Lincoln City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations.
- D. No Obligation: Explore Lincoln City reserves the right to evaluate responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate quotes; accept any submittal or portion of submittal; reject any or all Respondents submitting quotes should it be deemed in Explore Lincoln City's best interest; or cancel the entire process.
- E. Professional Liability Insurance: The Respondent shall have the appropriate liability insurance certificate by an insurer authorized to transact insurance in the State of Oregon.

SUBMITTAL INSTRUCTIONS:

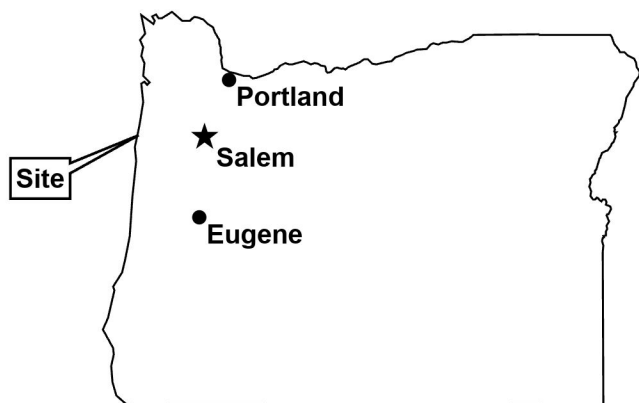
Please e-mail a detailed quote with references to attention Tyrel Trainor at [ttrainor@lincolncity.org](mailto:ttrainor@lincolncity.org). Once the email copy is received, the Respondent will receive a confirmation email of receipt.

## APPENDIX A

### REFERENCE DOCUMENTS AND SAMPLE CONTRACT







## VICINITY MAP

### D RIVER STATE PARK RECREATION SITE LINCOLN CITY, OREGON

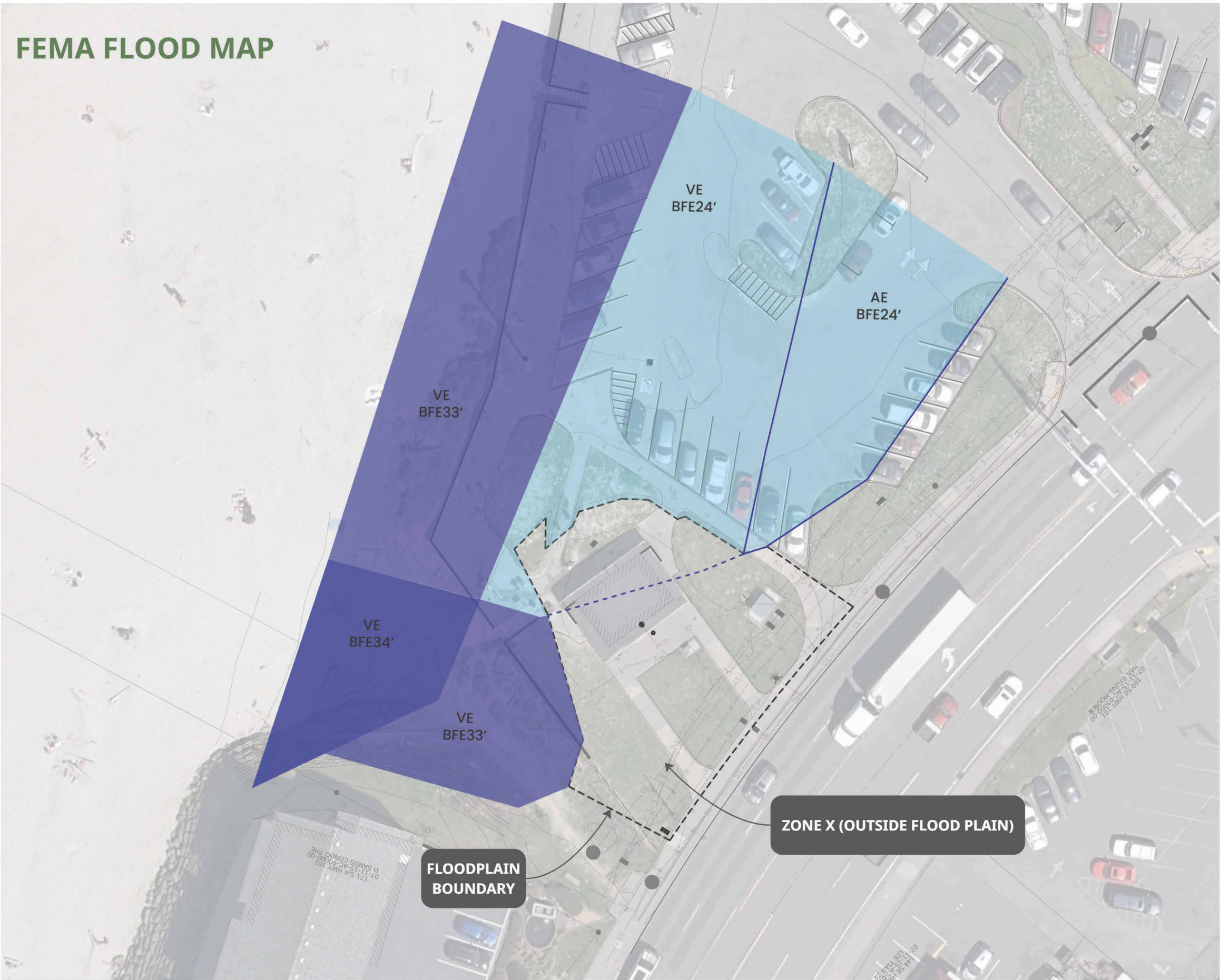
DATE: JUN 2023 · PROJECT: 73576.000



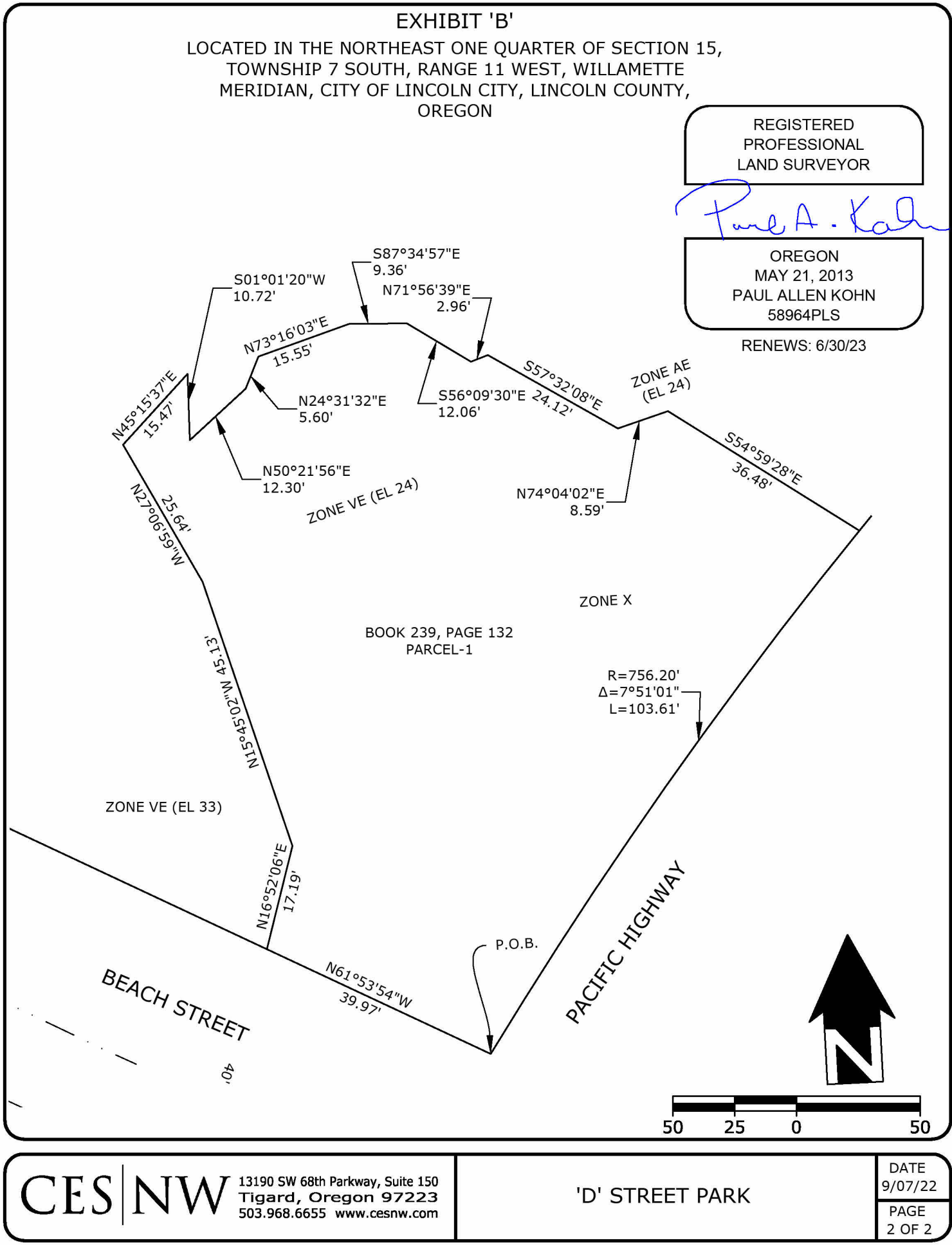
FIGURE

1





The building site includes areas within the FEMA VE and AE flood zones. The building itself is sited entirely within the Zone X outside of the flood plain.



**D River Visitor Center**  
110 SE Hwy 101,  
Lincoln City, OR 97367

**bearing**  
**Bearing Architecture LLC**  
215 SE 9th Avenue - Unit 303  
Portland, Oregon 97214  
letstalk@bearingarchitecture.com  
(503) 487-0211

Consultant

Stamp



Printing	Date
30% DESIGN	June 6, 2025
80% DESIGN	Oct 17, 2025

Revisions and Description	Date

Bearing Job Number  
**2502**

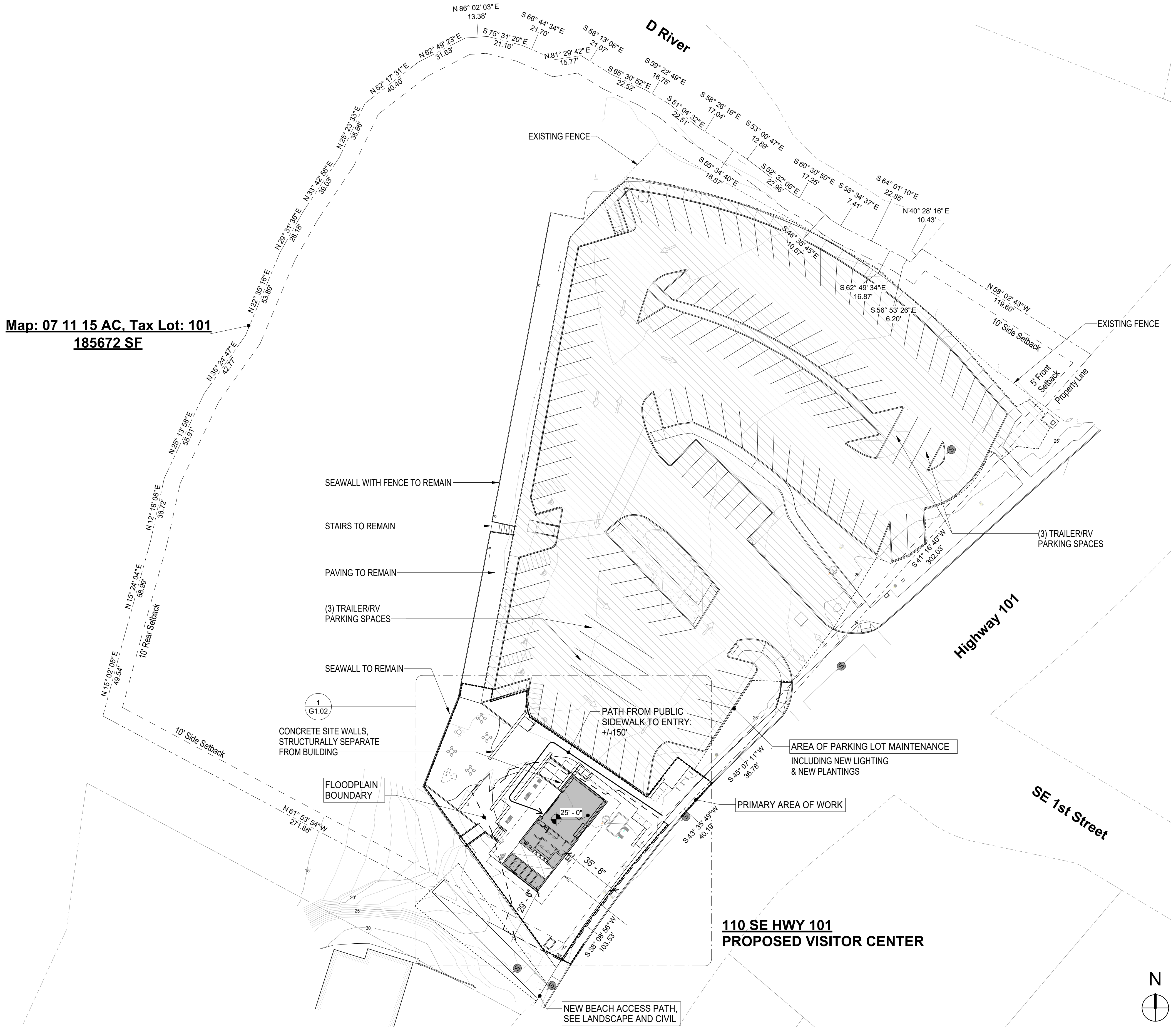
Sheet Title  
**SITE INFORMATION**

Sheet Number

**G0.02**



Map: 07 11 15 AC, Tax Lot: 101  
185672 SF



1 Proposed Site Plan  
G1.01 SCALE: 1/32" = 1'-0"

PROJECT SUMMARY

**PROJECT ADDRESS**  
110 Highway 101,  
Lincoln City, OR 97367

**SCOPE**  
The project is a new Visitor Center and associated landscape and hardscape. This includes exhibit space, supporting office space, and public restrooms.

SITE PLAN NOTES

- See Civil drawings for utilities and grading.
- See Landscape Drawings for site wall heights.
- Significant Riparian: NONE
- Significant Wetlands: NONE
- Aesthetic Resource: The entire site is designated as an Aesthetic Resource.

PARKING COUNT

STANDARD	115
ACCESSIBLE	5
BUS/RV	6
TOTAL	126

D River Visitor Center

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2502

Sheet Title  
**PROPOSED SITE PLAN**

Sheet Number

**G1.01**



IRRIGATION LEGEND

SYMBOL	DESCRIPTION	MODEL	DETAIL
P.O.C.	POINT OF CONNECTION, WATER SUPPLY LINE AND BACKFLOW ASSEMBLY	PER CIVIL	1 L7.01
--	MAINLINE, 2" PIPE SIZE	SCHEDULE 40 PVC	7 L7.01
==	PIPE SLEEVE, SIZE 2X PIPE DIAMETER	SCHEDULE 40 PVC	6 L7.01
---	LATERAL LINE	CLASS 200 PVC	7 L7.01
●	SHUT OFF VALVE AT POINT OF CONNECTION	NIBCO T-113, LINE SIZE	4 L7.01
⋈	ISOLATION VALVE	APOLLO	4 L7.01
A	IRRIGATION CONTROLLER, COORDINATE LOCATION WITH ARCHITECT	RAINBIRD ESPLXME2 - 12 STATION	8 L7.01
▲	QUICK COUPLER	RAINBIRD 44 LRC	5 L7.01
⊙	AUTOMATIC REMOTE CONTROL VALVE FOR SPRAY IRRIGATION	RAINBIRD	3 L7.01
⊠	AUTOMATIC REMOTE CONTROL VALVE FOR DRIP IRRIGATION	RAINBIRD	

LEGEND

	HYDROZONE A - IRRIGATED WITH SUB-SURFACE DRIP IRRIGATION SYSTEM
	HYDROZONE B - IRRIGATED WITH FULLY AUTOMATIC OVERHEAD SPRAY IRRIGATION SYSTEM
	AREA NOT IRRIGATED, SUPPLEMENTAL WATER MAY BE REQUIRED DURING ESTABLISHMENT

GENERAL NOTES:

1.

THE CONTRACTOR SHALL INSPECT THE SITE AND VERIFY CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION. NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY OF ANY DISCREPANCIES AFFECTING SYSTEM PERFORMANCE PRIOR TO BEGINNING WORK.
2.

INSTALL IRRIGATION SYSTEM IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
3.

CONTRACTOR SHALL VERIFY STATIC PRESSURE AT THE P.O.C. PRIOR TO PREPARING SHOP DRAWINGS.
4.

IRRIGATION LINES SHOWN WITHIN PAVED AREAS ARE FOR GRAPHIC CLARITY ONLY. IRRIGATION HEADS AND PIPES ARE TO BE PLACED WITHIN LANDSCAPED AREAS WITH THEIR LOCATIONS MODIFIED AS REQUIRED TO AVOID PLANT MATERIALS, UTILITIES AND OTHER OBSTRUCTIONS. PLACE LINES IN COMMON TRENCHES WHERE POSSIBLE.
5.

COORDINATE ALL IRRIGATION WORK WITH OTHER TRADES INVOLVED. COORDINATE IRRIGATION P.O.C. AND LOCATION OF AUTOMATIC CONTROLLER.
6.

COORDINATE LOCATION OF ALL IRRIGATION WORK WITH EXISTING UTILITIES. PROTECT EXISTING UTILITIES TO REMAIN.
7.

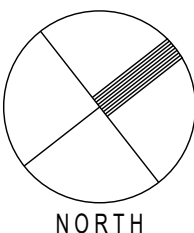
ALL VALVE BOXES WILL BE PLACED IN A MANNER WHICH FACILITATES ACCESS FOR MAINTENANCE. LOCATE VALVE BOXES IN PLANTING AREAS WHEREVER POSSIBLE. SIZE BOXES TO ACCOMMODATE COMPLETE VALVE ASSEMBLY INCLUDING UNIONS.
8.

ALL COMPONENTS OF IRRIGATION SYSTEM SHALL BE INSTALLED AND ADJUSTED TO PROVIDE ADEQUATE COVERAGE AND ELIMINATE OVERSPRAY ONTO BUILDINGS, ROADS AND WALKWAYS. CONTRACTOR IS RESPONSIBLE FOR PROVIDING A COMPLETE WORKING SYSTEM.
9.

CONTRACTOR SHALL VERIFY STATIC PRESSURE AT THE POINT OF CONNECTION.
10.

INSTALL ALL IRRIGATION PIPES IN PVC SLEEVES BELOW ALL PAVED SURFACES. COORDINATE PLACEMENT OF SLEEVES WITH APPLICABLE TRADES.
11.

GRADE MAIN AND LATERAL LINES TO DRAIN. PLACE MANUAL DRAINS AT LOW POINT IN MAINLINES. MINIMUM ONE PER VALVE.



City Stamp

D-River Visitor Center  
Project Address

Bearing Architecture LLC  
2222 NE Oregon, Suite 209  
Portland, OR 97232  
letstalk@bearingarchitecture.com  
(503) 487-0211

Consultant  
**understory**  
Understory Landscape Architecture, LLC  
320 SW Century Drive, Suite 405-257  
Bend, OR 97702  
(541) 241-2130

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30% Design	June 6, 2025
80% Design	October 17, 2025

Revisions and Description      Date

Bearing Job Number

Sheet Title  
**IRRIGATION PLAN**

Sheet Number

**L3.01**

## PLANTING SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY	DETAIL	NOTES
ORNAMENTAL DUNE PLANTING							
4,739 SF 	FORBS						
	ACHILLEA MILLEFOLIUM	YARROW	#1	18" O.C.	405		
	ANAPHALIS MARGARITACEA	PEARLY EVERLASTING	#1	18" O.C.	405		
	ERIGERON GLAUCUS	BEACH DAISY	#1	18" O.C.	405		
	GRASSES						
	CAREX PACHYSTACHYA	CHAMMISIO SEDGE	#1	18" O.C.	1216		
DESCHAMPSIA CESPITOSA	TUFTED HAIR GRASS	#1	18" O.C.	1,216			
NATIVE DUNE GRASS MIX							
7,872 SF 	CAREX MACROCEPHALA	BIG-HEAD SEDGE	#1	18" O.C.	995	<div>2 L8.01</div>	
	FESTUCA RUBRA	RED FESCUE	#1	18" O.C.	1,989		
	LEYMUS MOLLIS SSP. MOLLIS	AMERICAN DUNE GRASS	#1	18" O.C.	994		
PARKING LOT SHRUB MIX							
6,610 SF 	GAULTHERIA SHALLON	SALAL	#1	24" O.C.	727	<div>2 L8.01</div>	
	MAHONIA REPENS	CREeping OREGON CRAPE	#1	24" O.C.	545		
	VACCINIUM OVATUM	EVERGREEN HUCKLEBERRY	#1	24" O.C.	545		

GENERAL NOTES:

2. ALL PLANTING AREAS TO HAVE 12" AMENDED PLANTING SOIL PER SPECIFICATIONS.
3. ALL PLANTING AREAS TO RECEIVE 2" MINIMUM DEPTH FINE-TEXTURED BARK MULCH PER SPECIFICATIONS.

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Bearing Job Number

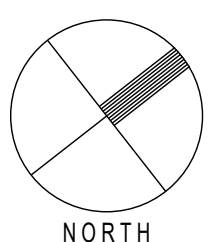
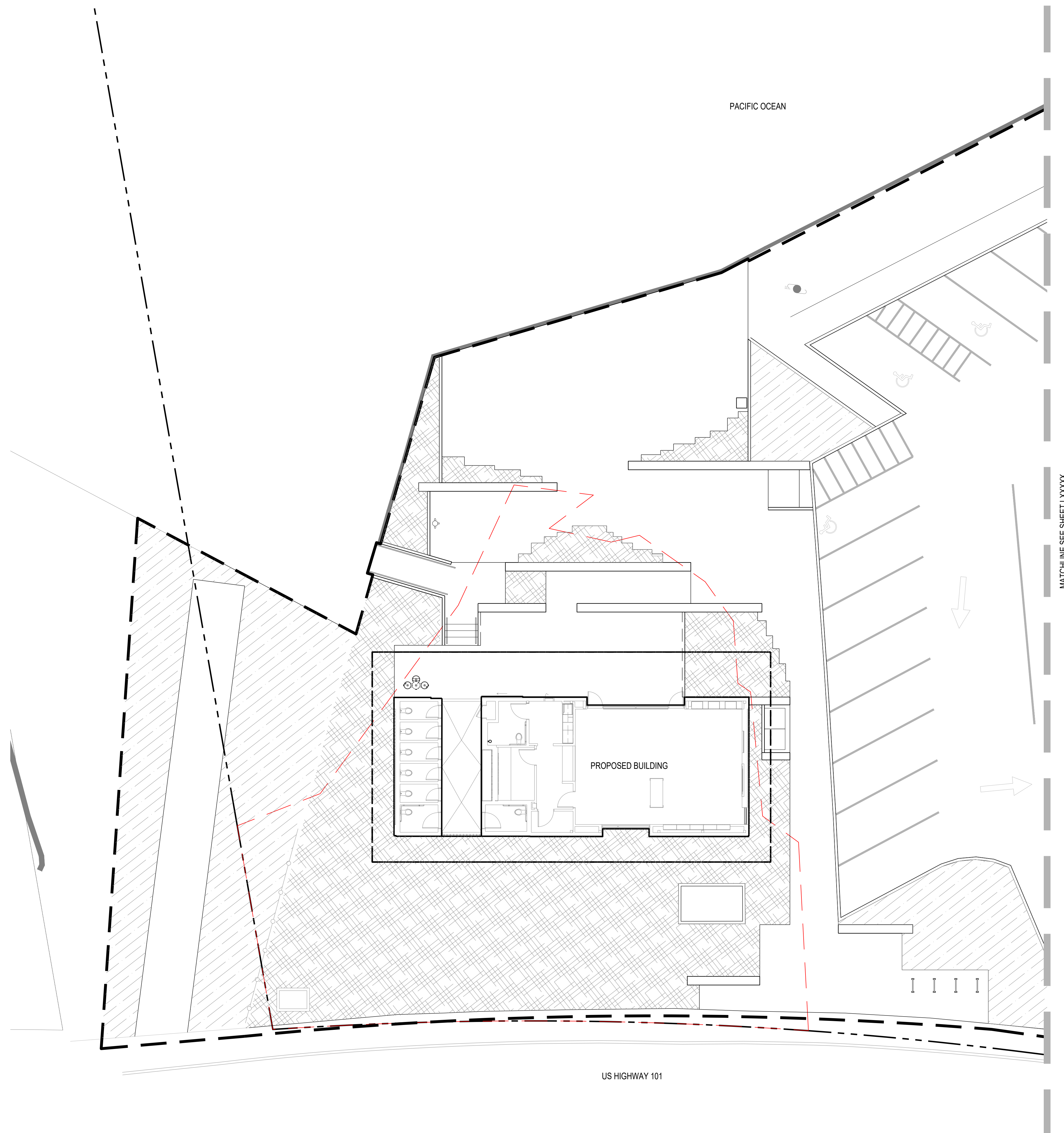
Sheet Title

## PLANT SCHEDULE

Sheet Number

**L4.00**





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Consultant

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**understory**

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Stamp



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Sheet Title

**PLANTING  
PLAN  
ENLARGEMENT  
PARKING LOT**

Sheet Number

Sheet Number

## L4.02

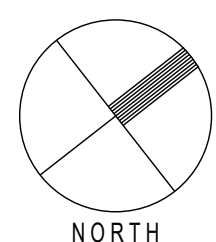
MATCHLINE SEE SHEET LXXXXX

PACIFIC OCEAN

MATCHLINE SEE SHEET LXXXXX

①

PLANTING PLAN ENLARGEMENT PARKING LOT  
SCALE: 1"=10'-0"





City Stamp

GENERAL NOTES:

2. ALL PLANTING AREAS TO HAVE 12" AMENDED PLANTING SOIL PER SPECIFICATIONS.
3. ALL PLANTING AREAS TO RECEIVE 2" MINIMUM DEPTH FINE-TEXTURED BARK MULCH PER SPECIFICATIONS.

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[illegible]

Bearing Job Number

Sheet Title

**PLANTING  
PLAN  
ENLARGEMENT  
PARKING LOT**

Sheet Number

Sheet Number

## L4.03

MATCHLINE SEE SHEET LXXXXX

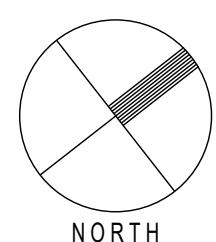
MATCHLINE SEE SHEET LXXXXX

US HIGHWAY 101

①

## PLANTING PLAN ENLARGEMENT PARKING LOT

SCALE: 1"=10'-0"





## PERSONAL SERVICES AGREEMENT

Contract Title: TITLE OF SERVICES TO BE PROVIDED

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of LINCOLN CITY, by and through Explore Lincoln City, a municipal corporation, hereinafter referred to as the "City," and VENDOR NAME HERE hereinafter referred to as the "Contractor."

### RECITALS

- A. The City desires to engage the Contractor for the purposes more particularly described in the Scope of Work, a copy of which is attached hereto, as Exhibit A; and
- B. Contractor has the training, experience and expertise to perform such work and is willing and qualified to perform such services; and
- C. Contractor represents that Contractor is a person or other legal entity registered to do business in the State of Oregon, and that the Contractor is exempt from or will pay prior to commencing services, the applicable City Occupational Tax; and
- D. The subject contract is for: DESCRIPTION OF THE SERVICES TO BE PROVIDED and is estimated to be INSERT AMOUNT HERE and
- E. The subject contract is for Personal Services and meets the definition in Lincoln City Municipal Code (LCMC) Section 2.05.090; and
- F. Pursuant to LCMC 2.05.090.D the Lincoln City VCB sought three (3) competitive bids and selected the Agency from the qualified applicants.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

The Recitals set forth above are true and correct and are incorporated herein by this reference.

- 1. SCOPE OF SERVICES: Contractor shall perform the services set forth in Exhibit A, attached hereto and made a part hereof by this reference. If the Contract Documents require approval of any act, document, or work product, the request for City approval must be given in the same manner as notices required herein.
- 2. STANDARD TERMS AND CONDITIONS: This Contract is subject to the standard terms and conditions, as applicable, set forth in Exhibit B, attached hereto and made a part hereof by this reference.
- 3. CONTRACT ADMINISTRATION: Kim Cooper Findling is the City Contract Administrators for this Agreement. The Contract Administrator is authorized to oversee Services and approve payment for Services. City shall give Contractor prompt written notice of any re-designation of its Contract Administrator. NAME OF CONTRACTOR REPRESENTATIVE HERE are the Contractor's Project Representatives for this Agreement. In the event that Contractor's designated Project Representative is changed, Contractor shall give City prompt written notification of such re-designation. In the event that City receives any communication from Contractor which is not executed by Project Representative, City may request clarification by Contractor's Project Representative, which shall be promptly furnished.

4. **EFFECTIVE DATE AND DURATION:** This agreement shall become effective upon the date of execution by the City and shall expire, unless otherwise terminated or extended, on completion of the work or INSERT EXPIRATION DATE HERE whichever comes first. Contractor shall initiate services immediately upon receipt of City's notice to proceed or receipt of an executed copy of this Agreement. All work under this Agreement shall be completed prior to the expiration of this Agreement.
5. **COMPENSATION:** The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract. City agrees to pay Contractor not to exceed INSERT AMOUNT HERE for performance of those services described in the Scope of Work, which payment shall be made [ ] upon completion of services or [ ] on an installment basis based on invoice. Payment by City to Contractor for performance of services under this Agreement, includes all expenses incurred by Contractor, with the exception of expenses, if any, specifically identified in this Agreement as separately reimbursable. Compensation is also subject to the additional standard terms, as applicable, set forth in the Standard conditions, Exhibit B.
6. **OWNERSHIP OF WORK PRODUCT**  
Contractor shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any recordings, records, computations, plans, documents, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.
7. **ASSIGNMENT/DELEGATION**  
Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City. Contractor shall be solely responsible for and indemnify and defend City against any liability, cost or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Contractor under this Agreement. Unless otherwise specifically agreed to by City, Contractor shall require that subcontractors also comply with the terms and provisions of this contract.
8. **STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR**

Contractor certifies that:

- A. Contractor shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Contractor's responsibilities. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the

event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

- B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing. If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- C. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

## **9. INDEMNIFICATION**

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence or malfeasance of the City and its employees. Contractor expressly waives and relinquishes any right to indemnification or defense pursuant to ORS 30.285 and ORS 30.287. Such 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, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

## **10. INSURANCE**

Unless expressly waived or reduced as provided herein, Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Insurance shall be in the amounts and pursuant to the terms specified in Exhibit C, attached hereto and made a part hereof by this reference.



*INSURANCE NOTE: The City Contracting Officer may waive or reduce Insurance requirements pursuant to LCMC 2.05.090.J. Any such waiver or reduction must be accompanied by the signature of the Department Head and the Contracting Officer (City Manager).*

*The City Attorney does not recommend any waiver or reduction of Insurance requirement. Workers compensation insurance shall not be waived. At a minimum, personal injury and property damage insurance should not be less than the limits set by the Oregon Tort Claim Act: [http://courts.oregon.gov/OJD/courts/circuit/tort\\_claims\\_act.page](http://courts.oregon.gov/OJD/courts/circuit/tort_claims_act.page)*

*City Sponsored Event Insurance Waiver:*

*Department Head Signature: \_\_\_\_\_*

*Contracting Officer Signature: \_\_\_\_\_*

*The Insurances required by Exhibit C shall be waived if the City Department Head and City Manager have signed above, indicating the City is providing insurance for the Contract because it is part of a City-Sponsored event. Confirmation of CCIS coverage (e.g. as evidence by a certificate of Insurance) must be attached.*

#### **11. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS**

**All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:**

##### **CITY OF LINCOLN CITY**

<b>Kim Cooper Findling EXPLORE LINCOLN CITY 801 SW HWY. 101, Suite 401 LINCOLN CITY, OR 97367</b>	<b>Ph: 541-996-1271 Fax: 541-994-2408  Email: <a href="mailto:kcooperfindling@lincolncity.org">kcooperfindling@lincolncity.org</a></b>
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**NAME OF CONTRACT REPRESENTATIVE**

**MAILING ADDRESS OF VENDOR**

**CONTACT INFORMATION FOR THE VENDOR**

**and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.**

#### **12. TERMINATION WITHOUT CAUSE**

**A. At any time the parties may by mutual agreement consent to termination of the contract.**

**B. At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.**

#### **13. TERMINATION WITH CAUSE**

A. City may terminate this Agreement 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:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued, or in the event of a non-appropriation during the budget process, such that funding is not continued at levels sufficient to allow for the purchase of the indicated quantity of services, this Agreement shall be modified or terminated to accommodate the non-appropriation or reduction in funds, without penalty or expense to City.
- 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 Agreement.
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Except as otherwise provided or limited, any such termination of this agreement under paragraph A. shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

- C. Contractor, by written notice of default (including breach of contract) to City, may terminate the whole or any part of this Agreement, if in the event of substantial failure of the City to perform in accordance of the terms of this contract, (specifically payment) and through no fault of the Contractor, after receipt of written notice from Contractor, City fails to correct such substantial failures within ten (10) days or such other period as Contractor may authorize.

**14. FORCE MAJEURE**

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**15. CORRECTION OF ERRORS AND NON-WAIVER**

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost. 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.

**16. EXTRA (CHANGES) WORK**

This contract is for the Scope of Work described in Exhibit A. Only the Contract Administrator may authorize extra (and/or change) work. Failure of Contractor to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

**17. WARRANTIES**

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

**18. ATTORNEY'S FEES**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

**19. GOVERNING LAW**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

**20. SEVERABILITY**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

**21. COMPLETE AGREEMENT**

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

**CONTRACTOR**

**CITY OF LINCOLN CITY**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

**NAME OF CONTRACT REPRESENTATIVE  
BUSINESS NAME**

**Kim Cooper Findling,  
Director, Explore Lincoln City**

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

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

**CITY OF LINCOLN CITY**

**CITY OF LINCOLN CITY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**  
*Signature*

\_\_\_\_\_  
*Signature*

**Daphnee Legarza,  
City Manager, City of Lincoln City**

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*Date*

---

*Date*

**ATTACHMENTS:**

**[Exhibit A - Scope of Work and Pricing/Cost Estimate ]**

**[Exhibit B - Standard Contract Conditions ]**

**[Exhibit C - Insurance Requirements]**

**[Exhibit D -Insurance Certificate**

**EXHIBIT A**

**SCOPE OF WORK**

COPY OF THE WORK ORDER FORM INSERTED FOR REFERENCE

**EXHIBIT B**  
**STANDARD CONDITIONS, AS APPLICABLE**  
**[PERSONAL SERVICE]**

**Contract Requirements.** As applicable under Oregon law and Lincoln City Municipal Code, Contractor shall comply with the provisions of this section. These provisions shall also apply to, and be incorporated into, any agreement by subcontractor to provide services to Contractor for the project.

**Installment Payment Option:** When the parties agree that an installment payment arrangement will be used, payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.

**Release / No Waiver:** Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

**Payment for Labor and materials.** Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails, neglects or refuses to make

prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.

**Hours of Labor.** If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.

**Medical Care and Workers Compensation.** Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which 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.

Contractor shall provide workers compensation coverage for all persons on the work to be done under the contract as provided in ORS 656.017 or ORS 656.126.

#### **Compliance with Applicable Federal, State and Local Laws / Non-Discrimination.**

This Agreement will be interpreted and construed in accordance with the laws of the State of Oregon. Contractor shall comply with all applicable federal, state and local laws regardless of whether they are set forth verbatim in the Contract Documents including, but not limited to the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding as well as those applicable provisions of State law contained in ORS 279A, ORS 279B, and ORS 279C.

Any Agreement provisions required by ORS Chapter 279B to be included in this public contract are incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

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.

Contractor is solely responsible for obtaining any required certificates, licenses, permits or approvals which Contractor is required to obtain to perform the Scope of work set forth in this Agreement. This provision expressly applies to use of Copyrighted or Trademarked materials by Contractor. Contractor shall be solely responsible for obtaining permission to use copyrighted or trademarked work and to pay all such costs, fees or royalties necessary to perform the work specified in the Scope. Contractor shall indemnify and defend City from any claim or action as relates to infringement or improper use, s more fully set forth in the Indemnification Section of

this contract.

Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in violation of ORS Chapter 244.

#### **Confidentiality**

Contractor shall maintain confidentiality of any private confidential information and any public information exempt from disclosure under state or federal law to which the Contractor or its agents may have access by reason of this Agreement. Contractor warrants that its employees and agents assigned to work on services provided in this Agreement shall maintain confidentiality. All terms with respect to confidentiality shall survive the termination or expiration of this Agreement.

#### **Suspension of Services**

City may suspend, delay or interrupt all or any part of the services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Contractor's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Contractor.

### **EXHIBIT C**

#### **LINCOLN CITY PUBLIC CONTRACT INSURANCE REQUIREMENTS**

**Required Insurance:** Contractor shall obtain at Contractor's sole expense the insurance specified herein prior to performing under this Agreement, and shall maintain the insurance required in full force at Contractor's sole expense throughout the duration of this Agreement

and any warranty periods. Insurances 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 procuring of required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by intentional misconduct, negligence or neglect connected with this contract.

Insurance Carrier Rating: Insurance provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. Contractor shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

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

#### 1. WORKERS' COMPENSATION

All employers, including CONTRACTOR, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). CONTRACTOR shall require and ensure that each of its SUBCONTRACTORS complies with these requirements. Out-of-state employers must provide workers' compensation coverage for their workers which fully complies with ORS 656.126 and other applicable provisions of Oregon Law.

#### 2. MINIMUM PROFESSIONAL LIABILITY

[ ] NOT REQUIRED BY CITY or Insurance Waiver/ Reduced: Describe Reduction or

Waiver

Department Head Signature:

-----

Contracting Officer Signature:

-----

Professional Liability Insurance: If applicable, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

#### 3. MINIMUM COMMERCIAL GENERAL LIABILITY

[ ] NOT REQUIRED BY CITY or Insurance Waiver/ Reduced: Describe Reduction or Waiver

Department Head Signature:

-----

Contracting Officer Signature:

-----

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability Insurance for the indemnity provided under this contract as well as personal injury liability, products and completed operations. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Required Insurance coverage may be increased at the discretion of the City Manager. *In no event* shall Property and Personal Injury Limits be less than limits established by the Oregon Tort Claims Act for the fiscal period:

Personal Injury: Combined single limit for any single claimant per occurrence:



From July 1, 2024 to June 30, 2025:  
\$855,200.  
July 1, 2025 and thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311), codified at ORS 30.272 (2009 Edition).

Aggregate limit for all claims per occurrence:  
July 1, 2024 to June 30, 2025:  
\$1,710,200.  
July 1, 2025 and thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311), codified at ORS 30.272 (2009 Edition).

Property Damage: Combined single limit for any single claimant per occurrence:  
July 1, 2024 to June 30, 2025:  
\$140,300.

And from July 1, 2025 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws, 2009, chapter 67, section 5 (Senate Bill 311), codified at ORS 30.273.

Aggregate limit for all claims per occurrence:  
July 1, 2024 to June 30, 2025:  
\$701,300.  
And from July 1, 2025 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws, 2009, chapter 67, section 5 (Senate Bill 311), codified at ORS 30.273.

4. AUTOMOBILE LIABILITY INSURANCE

[x] NOT REQUIRED BY CITY or Insurance Waiver/ Reduced: Describe Reduction or Waiver

Department Head Signature:  
-----  
Contracting Officer Signature:  
-----

**Automobile Insurance:** Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this 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 \$1,000,000. Aggregate limit shall not be less than \$2,000,000. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

5. ADDITIONAL INSURED  
The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the City of Lincoln City, its officers, employees and agents as Additional Insured(s) with respect to activities to be performed under or arising out of this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The parties expressly 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. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

6. NOTICE OF CANCELLATION OR CHANGE  
There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice from Contractor or its insurer to City. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Agreement and shall be grounds for immediate termination of this Agreement by City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City.

## **7. PROOF OF INSURANCE**

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. Copies of Original Certificates provided to the City shall be attached to the executed Agreement as Exhibit D and shall be made a part of the Agreement by this reference. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration. Contractor shall provide to City certificates of all required insurance before delivering any goods or performing any services required under this Agreement. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

## **8. "TAIL" COVERAGE**

If any of the required liability insurance is on a "claims made" basis, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (1) Contractor's completion and City's acceptance of all services required under this Agreement, or (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Contractor shall provide City, upon City's request, certification of this coverage.

## **9. EXCESS UMBRELLA INSURANCE. A**

combination of primary and excess/umbrella insurance is acceptable. If Contractor uses excess/umbrella insurance to meet the minimum insurance requirements, the certificate must include a list of the policies that fall under the excess/umbrella insurance. The Excess/Umbrella policy is excess over General Liability, and other requirements.