

CITY OF NEWPORT
GOODS AND SERVICES CONTRACT

2020 Dust Control Project

BASED UPON the Contractor's proposal submitted for the 2020 Dust Control Project, City of Newport (City) and Nutrien Ag Solutions (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 Quote
 - (2) Exhibit B - Contractor's Quote for the 2020 Dust Control Project
 - (3) Exhibit C – Oregon Public Contracting Requirements for Goods and Service Contracts
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 Exhibit A (Project).
 3. Compensation.

3.1 Basis of Payment. Contractor shall complete Project as defined above and for the unit price of \$0.95 per gallon of BorreBase L (ammonium lignosulfonate). (2 42,000 gallons / \$39,900)

3.2 Invoices. Payments shall be based upon Contractor's invoices submitted to City.

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 effected 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:

Timothy Gross
Director of Public Works/City Engineer
169 SW Coast Highway
Newport, OR 97365
Phone: (541) 574-3366
Email: t.gross@newportoregon.gov

CONTRACTOR:

Dell Weston
Nutrien-Ag Solutions
1095 S Pacific Highway
Rickreall, OR 97371
Phone: (503) 623-3101
Email: dell.weston@nutrien.com

16. Warranty. Contractor warrants that all materials, equipment, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any

service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.

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

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

17.1. Commercial General Liability Insurance

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

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Errors & Omissions	\$1,000,000
Each Occurrence	\$1,000,000
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 \$1,000,000.

17.3. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall 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.

17.8. 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.

17.9. 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.

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 sole negligence of City.

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 effected 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. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.

23. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Lincoln County Circuit Court, Lincoln County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
24. 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.
25. 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.
26. 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.
27. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
28. Entire Agreement. This Agreement shall be the exclusive agreement between the parties 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.

29. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:




Signed by:

Name: Spencer R. Nebel

Title: City Manager

Date: 5-22-20

CONTRACTOR:



Signed by:

Name: Dell Weston

Title: Operations Manager

Date: 5-15-20



EXHIBIT A

REQUEST FOR QUOTES

Per Public Contracting Rule 137-049-0160, the City of Newport (City) is seeking quotes for the **2020 Dust Control Project**. Work will be conducted by Contractor in cooperation with Public Works staff, between June 1 and July 30, 2020.

The 2020 Dust Control Project covers approximately 10 miles of gravel roads with an average width of 12 feet.

The desired application rate for lignin sulfonate or magnesium chloride is 0.5 gallons per square yard. Other dust control products will be considered. Application shall not be done in rain.

Responsibilities:

- Contractor is responsible for obtaining all required licenses and permits required by State and Federal Law to apply dust control products.
- Contractor shall obtain City of Newport business license.
- Contractor shall provide the vehicles, drivers, equipment, and dust control material necessary to complete the project.
- Contractor shall provide proof of commercial general liability insurance and commercial automobile insurance, naming the City as additional insured.
- City shall provide water required for dilution, if any.
- City shall provide maps and location assistance.

Quotes:

Quotes should outline the following:

- Type and manufacturer of dust control product to be provided
- Material safety data sheets and manufacturer application recommendations
- Cost per gallon of dust control product
- Number of days anticipated to complete application for 10 (ten) miles of road with an average width of 12 (twelve) feet.
- Availability from June 1 to July 30, 2020

Cost proposal must remain firm, irrevocable, valid and binding until July 30, 2020 or completion of the 2020 Dust Control Project, whichever is longer.

Submission of Quotes:

Quotes must be labeled "2020 Dust Control Project" and can be mailed, emailed or faxed to Clare Paul by 5:00 PM, April 27, 2020:

Clare C. Paul, PE
Assistant City Engineer
169 SW Coast Highway
Newport, OR 97365
c.paul@newportoregon.gov
Phone: 541-574-3370
Fax: 541-265-3301

Selection:

The successful contractor will be selected on the basis of the lowest cost per gallon of acceptable dust control material.

A selection will be made by 5:00 PM, May 4, 2020 and the successful contractor will be notified. A City of Newport Goods and Services Contract (attached) will be executed.



EXHIBIT B

To Clare Paul:

'2020 Dust Control Project'

Hello, my name is Dell Weston I am from Nutrien Ag Solutions. We do dust abatement treatment for county and Private roadways, we use the product called LignonSulfonate, Trade name BorreBase L. Manufacturer LingnoTech Florida,LLC. We have done dust abatement for the city since 2015, we will send 3 trucks for 3-4 days to apply weather dependant on time frame. This year this will be around 42,000 gallons of product (10 miles of road Approximate 12 feet wide) at the cost of \$0.95 per/gallon. We are flexible on the dates for this years applications from June 1st to July 30, 2020. We will apply lignonsulfonate at the desired rate of 0.5 gallons per square yard to graveled surfaces prepared by the city and weather permitting at the discretion of the applicator. The applicator will have a city worker with a map directing him to the proper area and placement of the product. Please see attached Documents for SDS and manufacturers product.

Thank you very much for your Business,

Dell Weston

Mid-Valley
1095 S. Pacific Highway
Rickreall, OR 97371
T 503-623-3101
C 503-519-7033 24 hour

dell.weston@nutrien.com
4-23-20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2019

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

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

PRODUCER Marsh USA Inc. (FEIN: 36-1436000) Sheridan Meadows Corporate Park North 6500 Sheridan Drive, Suite 114 Williamsville, NY 14221 Attn: AustinSanAntonio.Certrequest@marsh.com CN101921609-STND-GAWUM-19-	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B : ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER C : ACE Fire Underwriters Insurance Company</td><td>20702</td></tr><tr><td>INSURER D : N/A</td><td>N/A</td></tr><tr><td>INSURER E : N/A</td><td>N/A</td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : ACE American Insurance Company	22667	INSURER C : ACE Fire Underwriters Insurance Company	20702	INSURER D : N/A	N/A	INSURER E : N/A	N/A	INSURER F :	
INSURER	NAIC #														
INSURER A : Zurich American Insurance Company	16535														
INSURER B : ACE American Insurance Company	22667														
INSURER C : ACE Fire Underwriters Insurance Company	20702														
INSURER D : N/A	N/A														
INSURER E : N/A	N/A														
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** HOU-003525398-02 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR SIR: \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO 3373626-18	11/01/2019	11/01/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>10,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>1,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	10,000,000	PRODUCTS - COMP/OP AGG	\$	1,000,000		\$	
EACH OCCURRENCE	\$	1,000,000																									
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000																									
MED EXP (Any one person)	\$	5,000																									
PERSONAL & ADV INJURY	\$	1,000,000																									
GENERAL AGGREGATE	\$	10,000,000																									
PRODUCTS - COMP/OP AGG	\$	1,000,000																									
	\$																										
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP3373518-18	11/01/2019	11/01/2020	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000																									
BODILY INJURY (Per person)	\$																										
BODILY INJURY (Per accident)	\$																										
PROPERTY DAMAGE (Per accident)	\$																										
	\$																										
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td></td></tr><tr><td>AGGREGATE</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$		AGGREGATE	\$			\$													
EACH OCCURRENCE	\$																										
AGGREGATE	\$																										
	\$																										
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WLR C66038336 (AOS) SCF C66038373 (WI)	11/01/2019 11/01/2019	11/01/2020 11/01/2020	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																											
E.L. EACH ACCIDENT	\$	1,000,000																									
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																									
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER City of Newport 169 SW Coast Highway Newport, OR 97365	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee
---	--

LignoTech Florida
6 Gum Street
Fernandina Beach, FL 32034

Tel: +1 904-557-9077

BorreBase L
Effective Date: September 1, 2019

BorreBase L

Product Description:

BorreBase L is an ammonium lignosulfonate.

CAS Numbers: 8061-53-8 (ammonium lignosulfonate)

Sales Specifications:

	Minimum	Maximum	Test Method
pH (As Is)	3.0	6.5	LTFQC-007
% Solids	46.0	51.0	LTFQC-006

Only active customers are notified of specification changes.

Typical Analysis:**

Chemical Data		Physical Data	
pH	5.5	Color	Brown
% Ammonium	4.1	% Solids	49
% Sodium	0.1	lbs. solids/gallon	5.05
% Total Sulfur	6.8	Viscosity (cps)	400 at 25°C
% HPLC Sugars	20		

**The above analyses are not formal specifications and values may change. All values calculated on 100% solids basis.

Storage Stability:

Six months at ambient temperature. Storage above 130 °F (55°C) is not recommended as mild polymerization may occur impacting product performance and pumpability.

Compatibility:

Lignosulfonates are compatible with anionic and non-ionic materials, dispersants, wetting agents and most organic and inorganic materials. This product will evolve ammonia gas when pH is raised above 8.5. Insoluble precipitates may occur if mixed or formulated with soluble calcium salts or calcium lignosulfonate.

Packaging: Liquid products are available in tank trucks or rail cars.

Lead Time: Please refer to your LignoTech sales representative.

Safety Data Sheets are available upon request.

Please contact your LignoTech Sales Representative for additional product information.

The information given here is based on our best knowledge and we believe it to be true and accurate. However, LignoTech Florida does not warrant or guarantee in any manner whatsoever, express or implied, including the warranty of merchant-ability or fitness for the end user the accuracy, completeness, reliability or suitability of the information and procedures listed herein and will not be responsible for any loss or damage including, without limitation, indirect or consequential loss or damage resulting from their use. Any reliance you place on such information is therefore strictly at your own risk.

Safety Data Sheet

BorreBase L

SECTION 1: Identification of the substance/preparation and of the company/undertaking

1.1. Product identifier

Trade name: BorreBase L

1.2. Relevant identified uses of the substance or mixture and uses advised against

Recommended uses: Binder
Dispersing agent

1.3. Details of the supplier of the safety data sheet

Supplier

Company: LignoTech Florida, LLC
Address: 6 Gum Street
Zip code: 32034
City: Fernandina Beach
State: Florida
Country: UNITED STATES OF AMERICA
E-mail: customer.ltf@borregaard.com
Phone: 1-904-557-9077
Fax: 1-904-557-9042

1.4. Emergency Telephone Number

+1(800)424-9300 (Chemtrec phone) (24h)
1-904-557-9077 DWH

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

HazCom classification: The product shall not be classified as hazardous according to the classification and labeling rules for substance and mixtures.

HazCom classification - other information: The product does not have to be classified.

2.2. Label elements

Precautionary statements

Do not handle until all safety precautions have been read and understood.

2.3. Other hazards

SECTION 3: Composition/information on ingredients

3.2. Mixtures

Substance	CAS No	Concentration	Notes
Water	7732-18-5	~ 51%	
Ammonium Lignosulfonate	8061-53-8	~ 49%	

Safety Data Sheet

BorreBase L

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:	Seek fresh air, wash out mouth with water and blow nose thoroughly.
Ingestion:	Wash out mouth thoroughly and drink 1-2 glasses of water in small sips.
Skin contact:	Wash the skin with water. Remove contaminated clothing.
Eye contact:	Flush with water (preferably using eye wash equipment) until irritation subsides. Seek medical advice if symptoms persist.

4.2. Most important symptoms and effects, both acute and delayed

None known.

4.3. Indication of any immediate medical attention and special treatment needed

None.

SECTION 5: Fire-fighting measures

5.1. Extinguishing media

Suitable extinguishing media: Not applicable.

Unsuitable extinguishing media: Not applicable.

5.2. Special hazards arising from the substance or mixture

5.3. Advice for fire-fighters

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.2. Environmental precautions

Avoid unnecessary release to the environment. Prevent spillage from entering drains and/or surface water.

6.3. Methods and material for containment and cleaning up

Sweep up/collect spills for possible reuse or transfer to suitable waste containers.

6.4. Reference to other sections

See section 8 for type of protective equipment.
See section 13 for instructions on disposal.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

No special requirements. Avoid contact with skin and eyes.

7.2. Conditions for safe storage, including any incompatibilities

Store in an area with secondary containment.

7.3. Specific end use(s)

Safety Data Sheet

BorreBase L

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limit: Contains no substances subject to reporting requirements

8.2. Exposure controls

Appropriate engineering controls: Provide sufficient ventilation during operations which cause vapour formation.

Personal protective equipment, eye/face protection: Wear safety goggles if there is a risk of eye splash.

Personal protective equipment, skin protection: Wear suitable protective clothing.

Personal protective equipment, hand protection: Wear gloves.

Personal protective equipment, respiratory protection: Not required.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Parameter	Value/unit
State	Liquid
Colour	Brown
Odour	Mild
Solubility	Water soluble.
Explosive properties	No data
Oxidising properties	No data

Parameter	Value/unit	Remarks
pH (solution for use)	3.0 - 6.5	
pH (concentrate)		Not applicable.
Melting point	°C	Not applicable.
Freezing point	-2 °C	
Initial boiling point and boiling range	104 °C	
Flash Point	°C	Not applicable.
Evaporation rate	0.4	Water.
Flammability (solid, gas)		Not applicable.
Flammability limits		Not applicable.
Explosion limits	vol%	Not applicable.
Vapour pressure	14.2 mmHg	20 °C
Vapour density		20 °C
Relative density	1.235	Specific gravity.
Partition coefficient n-octanol/water		100% Water.
Auto-ignition temperature	°C	Not applicable.
Decomposition temperature	°C	Not applicable.
Viscosity	< 600 cSt	
Odour threshold	ppm	Not applicable.

9.2 Other information

Safety Data Sheet

BorreBase L

SECTION 10: Stability and reactivity

10.1. Reactivity

Not reactive.

10.2. Chemical stability

Stable.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

None known.

10.5. Incompatible materials

Strong oxidisers.

10.6. Hazardous decomposition products

None known.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity - oral: The product does not have to be classified.

Acute toxicity - inhalation: The product does not have to be classified.

Skin corrosion/irritation: The product does not have to be classified.

Serious eye damage/eye irritation: The product does not have to be classified.

Respiratory sensitisation or skin sensitisation: None known.

Germ cell mutagenicity: None known.

Carcinogenic properties: The product does not have to be classified.

SECTION 12: Ecological information

12.1. Toxicity

No effect on the environment. Based on existing data, the classification criteria are deemed not to have been met.

12.2. Persistence and degradability

Partially biodegradable. 0.14-0.26 lbs BOD/lb of solids & 0.49-0.91 lbs. COD/lb solids.

12.3. Bioaccumulative potential

No bioaccumulation expected.

12.4. Mobility in soil

Solubility in water: Completely miscible

Safety Data Sheet

BorreBase L

12.5. Results of PBT and vPvB assessment

None known.

12.6. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Dispose of in accordance with Local Authority requirements.

SECTION 14: Transport information

14.1. UN-No.: Not applicable.

14.2. UN proper shipping name: Not applicable.

14.3. Transport hazard class(es): Not applicable.

14.4. Packing group: Not applicable.

14.5. Environmental hazards: Not applicable.

14.6. Special precautions for user

None.

14.7. Transport in bulk according to Annex II of MARPOL and the IBC Code

Not applicable.

Other Information: DOT Class 55 Lignin Pitch - Harmonized Tariff Code for US:3804.00.1000-0

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Special Provisions: ADR/RID (2017), GHS / CLP (EC NO1272/2008) GHS USA June, 2015.

Authorisations / limitations: Global inventory status:
Australia: On AICS Australian Inventory of Chemical Substances, June 1996 Ed
Canada: On DSL Supplement to Canada Gazette, Part I, January 26, 1991
China: On IECSC Inventory of Existing Chemical Substances in China, 2013
Japan: On ENCS Unlisted chemical name. For ENCS chemical class or category name, refer to ENCS No. 8-209.
Korea: On ECL Korean Existing Chemicals List, January 1997, ECL Serial No.: KE-04572
Mexico: On INSQ National Inventory of Chemical Substances in Mexico, 2012
New Zealand: On NZIoC New Zealand Inventory of Chemicals, 2006 May be used as a single component chemical under an appropriate group standard.
Philippines: On PICCS Philippines Inventory of Chemicals and Chemical Substances, 2000
Switzerland: On SWISS Giftliste 1 (List of Toxic Substances 1), 31 May 1999, SWISS No.: G-44534
USA: On TSCA Inventory January 2015 TSCA Inventory EPA Flags: XU Exempt from Update Rule

15.2. Chemical Safety Assessment

Other Information: The product does not have to be classified.

SECTION 16: Other information

Safety Data Sheet

BorreBase L

Other Information:

Government regulations for use of this product are summarized below:

21 CFR 173.310 - Boiler water additives

21 CFR 175.105 - Adhesives

21 CFR 176.120; 176.170; 176.180; 178.3120 - Paper and paperboard components

21 CFR 176.210 - Defoamers

21 CFR 177.1210 - Polymers

21 CFR 573.600 - Animal feed

21 CFR 582.99 - Substances generally recognized as safe

40 CFR 180.910; 180.920; 180.930; 21 CFR 172.715; 182.99 - Pesticides for Food

Vendor notes:

Information given in this safety data sheet is in accordance with our information, and to the best of our knowledge, was correct on the last revision date. Information given is intended to present guidelines for safe handling, use, processing, storage, transport, disposal and discharge; it is not intended to be a guarantee or quality specification. It is the responsibility of the recipient of this safety data sheet to ensure that information given here is read and understood by all who use, handle, dispose of or in any way come in contact with the product.

Issued:

9/1/2019

Revision date:

9/1/2019

Document language:

US

EXHIBIT C

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

- (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).
- (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).
- (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).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (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.
- (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).
- (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).

- (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).
- (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).
- (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 or emerging small 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.

Derrick Tokos

From: Spencer Nebel
Sent: Monday, May 18, 2020 7:07 AM
To: Peggy Hawker; Derrick Tokos
Subject: FW: Public Comment - City Council Mtg 5-18-20

Hi Peggy and Derrick:

We will need to get the order and instructions out to our vacation rental and hotel properties this morning.

Spencer R. Nebel

City Manager
City of Newport, Oregon 97365
541-574-0601
s.nebel@newportoregon.gov

From: carla perry <perry.carla@gmail.com>
Sent: Sunday, May 17, 2020 7:12 PM
To: Spencer Nebel <S.Nebel@NewportOregon.gov>; Dean Sawyer <D.Sawyer@NewportOregon.gov>; David Allen <D.Allen@NewportOregon.gov>
Cc: Cynthia Jacobi <C.Jacobi@NewportOregon.gov>; CM Hall <CM.Hall@NewportOregon.gov>; Ryan Parker <R.Parker@NewportOregon.gov>; Dietmar Goebel <D.Goebel@NewportOregon.gov>; Beatriz Botello <B.Botello@NewportOregon.gov>
Subject: Public Comment - City Council Mtg 5-18-20

To: City Councilors, City Manager, City Attorney, and staff

Please include the following letter in the City Council packet for the May 18, 2020 meeting, and please read it out loud during Public Comment. This letter concerns the reopening of short-term rentals, a topic not on the existing Agenda.

As a resident of Newport, I am concerned about oversight and enforcement of the City's safety guidelines required for short-term rentals as they re-open during this time of worldwide pandemic. Most licensed properties will likely be relying on hired employees and contract workers to clean the units and keep guests safe against exposure to the COVID-19 virus.

But what happens if an employee or contract worker cleaning the short-term rental becomes ill and is diagnosed as positive for having the COVID-19 virus? Who is responsible if the person dies? Is the responsible party the property owner who was negligent in overseeing adequate cleaning of their rental, or is the City of Newport responsible for putting front-line workers in jeopardy by relying on voluntary compliance and no enforcement of safety guidelines?

For unincorporated areas, Lincoln County is requiring that each short-term rental owner submit an application before their rental is allowed to re-open. The application serves as a legal agreement that the owner/manager will follow the County's safety guidelines.

The final paragraph of the County's Draft Plan provided at last Monday's meeting at City Hall states,

"Each establishment that will reopen shall submit a plan detailing how they will meet the minimum requirements established in this Order. The plans will be sent to the respective jurisdictions via email at the addresses below. Failure to adhere to the plan shall be grounds for revocation of permission to open and may subject owner/operator to other remedies available under state and local law."

However, nowhere can I find evidence of a re-opening application for short-term rentals on the City's website. If such a document exists, then the application and the application process should be made public as soon as possible.

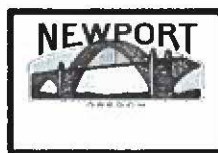
If an application does exist, how many licensed properties have submitted the form and been approved for re-opening on May 24?

If no application form exists, then the reopening of short-term rentals should be delayed until applications can be processed.

Therefore, I request that the City Council ask city staff if the application process exists and if not, to immediately develop a plan, postponing opening of short-term rentals until licensed properties are individually approved.

I also request that the City Council consider tasking the new City Attorney with figuring out how to ensure STR owners/managers report all positive COVID-19 tests of their employees or contract workers to the City of Newport within 24 hours. The notification of the positive test result should trigger the temporary closure of the STR until such time as the owner/manager can prove the contagion risk has been eliminated. And somehow make it enforceable as opposed to voluntary compliance.

Thank you for your consideration,
Carla Perry
Newport, Oregon



**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 & Services Contract - 2020 Dust Control Project Date: May 18, 2020

Statement of Purpose: Annual dust control project for gravel roads

Department Head Signature: 

Remarks, if any: _____

City Attorney Review and Signature: _____ Date: _____

Other Signatures as Requested by the City Attorney: _____

	Signature	Name/Position
Budget Confirmed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Date: _____
Certificate of Insurance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
City Council Approval Needed:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	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:  Date: 5-22-20

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: 5/26/2020

Date posted on website: 6/1/20

