

**CITY OF LINCOLN CITY, OREGON**

**REQUEST FOR PROPOSAL**

***ARTWORK FOR THE LINCOLN CITY WELCOME CENTER PLAZA***



**SUBMIT PROPOSAL TO:**

**Tyrel Trainor  
Financial Projects Manager/Office Manager  
at Explore Lincoln City  
City of Lincoln City  
801 SW Hwy. 101, Suite 401  
Lincoln City, Oregon 97367**

**Due Date: June 30, 2026**

The City of Lincoln City (“City”) is seeking an artist, or artist team to commission an appealing, large-scale, public art installation for Lincoln City. This commission will be the primary major artwork for the new Lincoln City Welcome Center Plaza, slated for construction in 2026 (<https://www.connectlincolncity.org/lincoln-city-welcome-center>). This opportunity is open to artists with public art experience, with preference for those located in the Pacific Northwest.

This is a Request for Proposal (RFP) and a call for artists and artist teams who would like to be considered for this commission; a signature art piece that will be located on Hwy. 101, at D River Wayside in full view of the 1.5 million visitors that visit the wayside each year. In accordance with the Public Art Master Plan, the installation should “communicate the history, character and values of the community and thereby create a sense of place.” The Lincoln City Welcome Center is located roughly mid-point of the City and offers excellent opportunities for interpretation and inspiration to visitors and residents alike.



## Background

Lincoln City is located on the scenic Oregon Coast in Lincoln County at the 45th parallel. Lincoln City boasts 7½ miles of beautiful, clean, sandy beaches, with the Salmon River and Cascade Head to the north and the Siletz Bay and Siletz Bay National Wildlife Refuge to the south.

The history of Lincoln City includes Native American culture best documented and expressed through the Confederated Tribes of the Siletz Indians (<http://www.ctsi.nsn.us/>). The area also has a rich history in timber, fishing, farming and tourism.

Lincoln City enjoys a mild, maritime climate and continues to be a popular tourist destination. However, winter storms with high winds and the salt air of the marine environment call for careful selection of durable materials when building in Lincoln City. Annual precipitation averages 76.3 inches, with most rainfall occurring during the winter months.

Prevailing winds come from the northwest in the summer and from the southwest in the winter. The consistent breeze enjoyed at our beaches makes Lincoln City one of the best places in the world to fly a kite. Surfing and kite-boarding conditions are also world-class. The city is also known for its Finders Keepers promotion, in which thousands of colorful glass floats are hidden on the beaches for visitors to discover and claim for their own.

### Overview

The mission of the public art program, funded by the percent for art program, is embedded in City code 3.24.010:

“The purpose of the percent for art program is to expand the experience of the city’s residents and visitors through public art of the highest quality in concept and execution. This will improve the quality of life in the city by allowing residents and visitors to view and interact with public art regularly in public spaces. It will instill a concern for beauty and good design in both the public and private sectors by setting high aesthetic standards. It will reflect and communicate the history, character, and values of the community and thereby create a sense of place.”

### Source of Funds and Budget

In 2004 the City of Lincoln City adopted a one-half percent for art requirement for new public construction, known as the Percent for Art Fund. Funds from the construction of the new Welcome Center will help to fund the commission and installation of an art piece at the site. The Public Arts Committee advises the City on the use of these funds and seeks to improve the quality of life in the city by allowing residents and visitors to interact with art in public places. City staff will lead the RFP and proposal process and committee members will provide recommendations based on that process for the Council and City staff to consider.

While the Public Arts Committee and City are open to consider different budget estimates from artists and artist teams; comparison costs for other public art projects in Lincoln City include examples such as The Magic of Lincoln City Kite Festival Mural at \$25,000, a Land Acknowledgment Wind Screen at \$32,000, Taft Arch at \$51,000, and Poppy at \$132,000.

## Scope of Work

Site considerations: ocean, beach, beach grass, driftwood, natural coastal elements. The Lincoln City Welcome Center will be built to complement the natural environment with natural colors and materials. The identified site for the artwork is the southwest corner of the plaza in front of the sea wall which is three feet in height.

Other considerations:

- I. Height: Maximum art footprint is 15' x 10'6" by 11'10". Height should not interrupt the view. Maximum height for a solid piece is 6 feet to 8 feet. Maximum height for a thin, light and airy piece is 12 feet to 15 feet.
- II. Aesthetic: Visual goals are that the piece be playful, interactive and colorful. Lincoln City's vibrant glass art tradition may provide inspiration and interpretation.
- III. Photo-worthy: This will be a popular site for people to pose, take and share photos.
- IV. Highly populated: The Lincoln City Welcome Center Plaza will be a high traffic area.
- V. Exposure: The installation location will be completely exposed to coastal weather and high winds, factors that should be taken into consideration for proper wear and maintainability.

The following values and standards for the public art program lead thinking, programming, and selection of artwork. Each of the following values and standards connects directly with the above mission and the program as a whole.

### *CONNECTION WITH PLACE*

The artwork, program or project:

- Is appropriate to the site
- Enhances the built environment
- Reflects a commitment to environmental and cultural stewardship
- Is selected in careful consultation with local users and community
- Connects with, or complements Lincoln City's position and relationship to the forests, ocean, lakes, rivers, and environment
- Helps people learn about the history and heritage of the area

## *EXCELLENCE*

The artwork, program or project:

- Expresses excellence in multiple ways
- Is led by professional or highly skilled artists
- Is specific to Lincoln City and holds qualities of “the unexpected”
- Stimulates new and spontaneous ideas and expressions
- Elevates the look and feel of Lincoln City
- Adds visual interest without cluttering the area
- Makes residents proud to live in this community
- Relates to the mission, vision and standards of this public art program
- Is made of materials that will withstand both the coastal environment and the artwork's intended uses
- Has a realistic and concrete plan for maintenance and strategies for de-accessioning

## *ENGAGEMENT*

The artwork, program or project:

- Engages people in multiple ways (visually, emotionally, physically, interactively)
- Involves a broad community in the planning, siting and/or making
- Was chosen in a process that included proposals from local artists
- Is thought-provoking
- Can be used to stimulate learning and discussion
- Is photogenic and memorable, stimulating the viewer to take photos and share
- Draws the public in for a closer look and appropriate interaction.

## *ACCESSIBILITY*

The artwork, program or project:

- Demonstrates accessibility
- Offers multiple ways for people to access, approach, participate with and enjoy
- Speaks to more than one group or sub-culture
- Speaks to people across cultural or other identities
- Speaks to both visitors and residents
- Has signage that is clear and accessible

## Inspiration

The Public Arts Committee has taken as inspiration for this project the following examples which depict these values and standards: The Light Gate project in Southern California, Finding the Light in Bend, Oregon and an application of 3form Element Products:



*Finding the Light, Burning Man and High Desert Museum, Bend, Oregon*



*Light Gate, City of Manhattan Beach, California*



*Downing Children's Garden, Wichita, Kansas, Koda XT material*

## Application Process

### Phase One: Application

The artist or artist team will submit an application packet to Lincoln City staff in Lincoln City, Oregon on a date identified in this document (see details below). Staff and the Lincoln City Public Arts Committee will review the proposal applications. The artists will be evaluated on the selection criteria delineated in this document.

### Phase Two: Interview and Public Process

Depending on number and caliber of submissions, Lincoln City staff and the Public Arts Committee may include an interview stage, in which applicants are given the chance to pitch their work and their proposal, and answer questions. The artists will be evaluated on the selection criteria delineated in this document. Following, the Public Arts Committee and City staff may include a process to gather public input, to be determined. From the proposals and applications, interview and public process, the Public Arts Committee will recommend to City staff an artist and artwork to present to City Council as the awardee for the contract.

### Phase Three: Notification of Selection

Based on the recommendation of staff and the Public Arts Committee, the Lincoln City City Council will be presented with and make the final decision to commission one artist, or artist team, to create the artwork at the Lincoln City Welcome Center. The selected artist, or artist team, will be notified by email and will receive a commission contract for all elements of the project including final design, fabrication, and installation. The timeline for installation of the artwork will be negotiated between the artist and the City of Lincoln City, and is expected to occur six to twelve months following contract award.

## Eligibility

The competition is open to all artists. The following artists and artist teams will not be considered: Members of the Public Arts Committee, or employees of the City of Lincoln City. It is preferred that artists have experience working within the public process in public settings.

The selected artist, or artist team, will work with the Public Arts Committee, City staff and Lincoln City Welcome Center design build team to create and install a site-specific, durable piece of artwork for this outdoor site.

Documentation required for the contract includes a W9, Certificate of Insurance (minimums of \$2,000,000 per aggregate and \$1,000,000 per occurrence for commercial liability), and business registry with the Oregon Secretary of State.

An Occupational Tax Permit, or OTP, with City of Lincoln City is required if the artist, or artist team is a business entity, located within the city limits of Lincoln City. The fee for an OTP is \$150 and an application should be completed, prior to signing the awarded contract. Please reach out to Michelle Ballard, Finance Department, City of Lincoln City (541) 996-1214, [mballard@lincolncity.org](mailto:mballard@lincolncity.org) if you have any questions about the OTP and exemption.

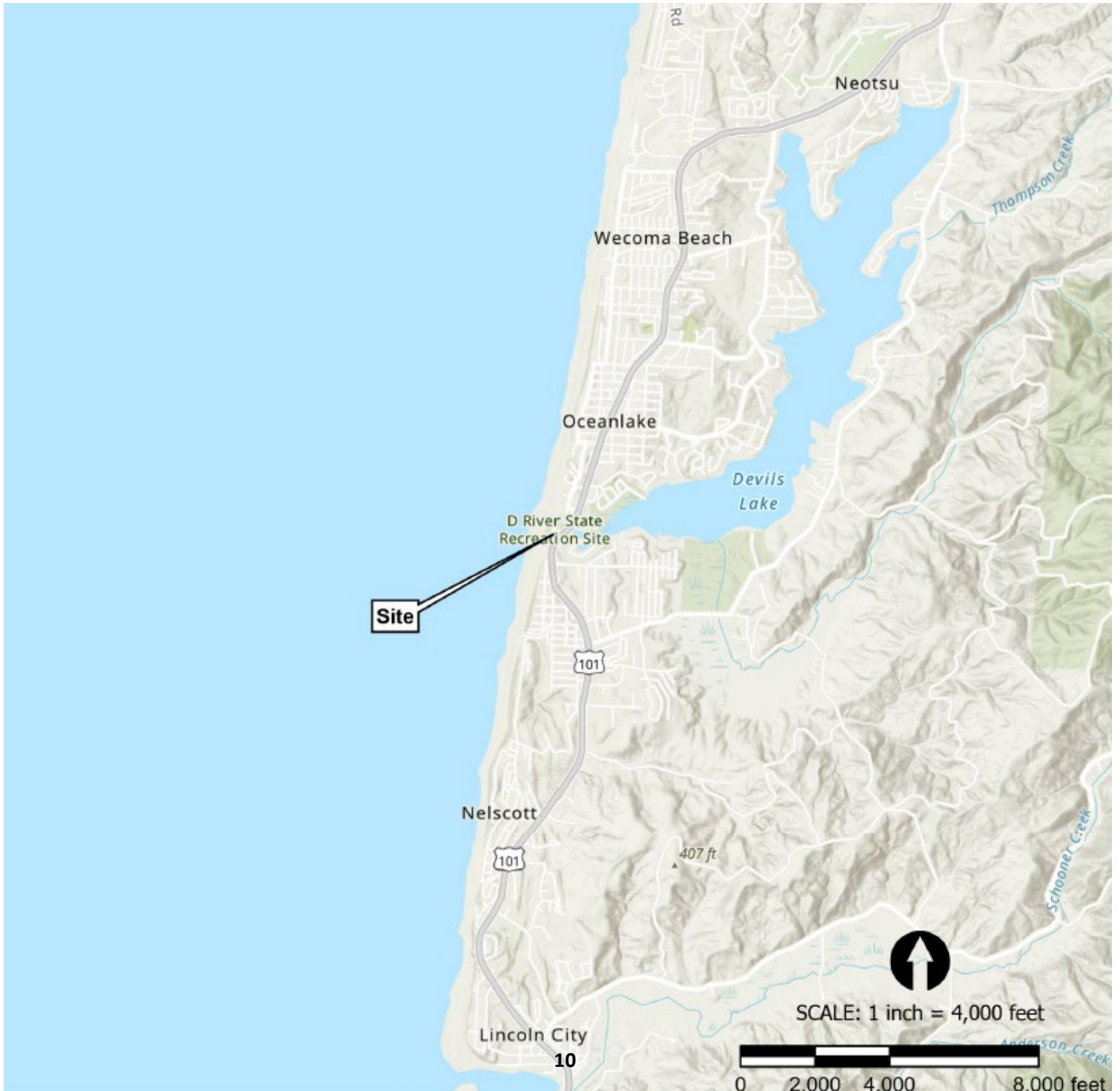
Selection Criteria

Proposals will be evaluated based on the following categories. Proposals will be scored and ranked. The proposal selected will be determined by the highest point total, based on the categories below. The interview process, should there be one, will follow the same criteria.

Proposer qualifications, experience, and demonstrated artistic merit/ability.	20 points
Artistic excellence with the proven ability to create a high quality, easily maintained, durable largescale artwork, based on portfolio submission.	20 points
Creative vision for use of the site and proposed art installation concept.	20 points
Budget with proposed costs, including estimated maintenance costs for a 5-year period.	15 points
Geographic preference: Oregon, State of Oregon, the NW Coastal area (including Oregon, Washington and Northern California). Ideally, the artist, or artist team would reside, or have artwork in these areas. Local artists are also encouraged to submit proposals.	15 points
Able to complete the project within stated time frame.	10 points

Information about the Site

This site-specific artwork will be installed at the D River State Recreation Site, 95 US-101, Lincoln City, OR 97367; currently under construction to be the new Lincoln City Welcome Center and Plaza. The plaza will be installed along the sea wall near the southwest corner of the plaza. See Exhibits A attached for specific location of artwork.



## Additional Information

Questions and requests for additional information should be directed to Tyrel Trainor, Financial Projects Manager/Office Manager, City of Lincoln City, 541.996.1272 or [ttrainor@lincolncity.org](mailto:ttrainor@lincolncity.org).

Lincoln City staff and the Public Arts Committee reserve the right to accept or reject any and all applications or re-open the selection process or commission an artist, or artist team, through another process.

- a. Artists submitting qualifications and subsequent concept proposals for review will receive electronic notification of the results of the selection process.
- b. Submitting an application does not constitute an expressed or implied contract.
- c. The successful proposal may be eligible for negotiation as the project evolves.
- d. Materials submitted will not be returned to the artist/s.
- e. Artwork must be transferred to the City of Lincoln City with clear title. Purchased art shall be by a formal bill of sale from the artist or artist team.
- f. Contractor agrees to Waiver of Rights Pursuant to the Visual Artists Right Act.
- g. Artwork accessioned by the City of Lincoln City must not have attendant reservations. The City will attempt to acknowledge artist or artists in the display of artwork, but shall be under no obligation to do so.
- h. The City of Lincoln City can only accept artwork that the Lincoln City Public Arts Committee and City staff believe can, within the financial confines of the foreseeable future, be adequately and safely displayed, maintained, and reasonably secured.
- i. Artist should provide a summary of instructions for cleaning and maintaining the artwork. Information should include frequency of cleaning, methods, recommendations, list of materials and processes, and recommended material suppliers for maintenance.

- j. The final approval of the commission for art will be made by the Lincoln City City Council.

### How to Apply

All submittal requirements must contain page numbers and include the following items in the order listed below. The qualifications package will not be considered if incomplete.

Artist's Statement: no more than one page in length, describing your work.

Current Resume: if submitting as a team, an individual resume must be submitted for each team member. Resume/s should reflect artist/s' experience in designing, painting, and installing artwork in outdoor and public settings.

References: at least one professional reference with a familiar knowledge of your work and working methods in public settings. The list must include the reference's name, title, agency/business, complete address, e-mail address, and phone number(s). Also, include the title and location of the artwork created for the reference. References provided as part of this application will be contacted prior to final selection.

Images of work: three to six images of relevant work samples.

Proposed installation design: Creative vision for the site and proposed art installation concept. Include details about how the art fits City goals and will be constructed to withstand the environment and site constraints.

Budget: Provide a budget estimate to include artist fees, travel, and all costs associated with the design, fabrication, preparation and all aspects of installation of the artwork.

Submit one copy of the proposal via e-mail to Tyrel Trainor, at [ttrainor@lincolncity.org](mailto:ttrainor@lincolncity.org), by **June 30, 2026**. The subject line of the e-mail should read, "RFP Artwork for Lincoln City Welcome Center Plaza." All submitters will receive an e-mail confirmation of the receipt. Late applications will not be considered.

### Contract Term

The term of the contract with the successful proposer shall be negotiated based upon the amount of time that the artist/artist team believes is needed for completion of the proposed artwork, not to exceed twelve months after contract award.

### Deadline for Submission of Proposals

The proposals must be received by **June 30, 2026**. Proposals must be e-mailed to Tyrel Trainor, at [ttrainor@lincolncity.org](mailto:ttrainor@lincolncity.org).

Timely submission of proposals is the sole responsibility of the proposer. The City reserves the right to determine the timeliness of all submissions. Late proposals will not be accepted. All proposals received after the deadline will not be considered.

### General RFP and City Contract Information

The following terms and conditions apply to the agreement entered into between the successful artist/artist team and the City of Lincoln City.

### Laws and Policies

In the performance of the creation of the artwork, the selected successful proposer shall abide by and conform to all applicable laws and rules of the United States, State of Oregon, and the City of Lincoln City.

### Costs Incurred by Proposers

All costs of proposal preparation shall be the responsibility of the proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by proposers in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

### General City Reservations

City reserves the right to extend the submission deadline should this be in the best interest of the City. Proposers have the right to revise their proposals in the event that the deadline is extended.

The City reserves the right to withdraw this RFP at any time, and will notify proposers that the solicitation has been canceled. The City makes no representation that any contract will be awarded to any proposer responding to the RFP. The City reserves the right to reject any or all submissions.

If in City's judgment, an inadequate number of proposals are received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the City may, at its sole discretion, reissue the RFP, or cancel this solicitation.

City reserves the right, subject to City's public contracting rules and applicable statutes, to reject any and all proposals and to waive any minor informality when to do so would be advantageous to the City.

#### Termination

At any time and without cause, City shall have the right, in its sole discretion, to terminate the awarded contract 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.

#### Proposer's Contact for Information

Proposers may contact Tyrel Trainor, Financial Projects Manager/Office Manager at Explore Lincoln City, with any questions regarding this RFP at:

Tyrel Trainor, Financial Projects Manager/Office Manager  
City of Lincoln City  
801 SW Hwy. 101, Suite 401  
Lincoln City, OR 97367  
541.996.1272  
[ttrainor@lincolncity.org](mailto:ttrainor@lincolncity.org)

**Exhibit A**

**Design Plan with Notes**



**GENERAL NOTES:**

1. ALL PLANTING AREAS TO BE IRRIGATED WITH A FULLY AUTOMATIC IRRIGATION SYSTEM.
2. ALL PLANTING AREAS TO HAVE 12" AMENDED TOPSOIL.

**MATERIALS SCHEDULE**

SYMBOL	NAME	DESCRIPTION
	PAVING TYPE 1	SAND SET PERMEABLE UNIT PAVERS, MUTUAL MATERIALS 4X8 ECO-PRIORA
	PAVING TYPE 2	CAST IN PLACE CONCRETE PAVING WITH TOPCAST SURFACE RETARDANT FINISH AND SAWCUT JOINTS
	WALL TYPE 1	CAST IN PLACE CONCRETE WALL WITH TOPCAST SURFACE RETARDANT FINISH. 18" WIDTH X 18" MAX. HEIGHT, LENGTH PER PLAN
	WALL TYPE 2	CAST IN PLACE CONCRETE WALL WITH TOPCAST SURFACE RETARDANT FINISH. 12" WIDTH, HEIGHT VARIES SEE GRADING PLAN
	RAILING	34" HT. GALVANIZED STEEL HANDRAIL
	PICNIC TABLE TYPE 1	MANUFACTURER: MMCITE - PRODUCT: ORBIT LOB240
	PICNIC TABLE TYPE 2	MANUFACTURER: MMCITE - PRODUCT: ORBIT LOB245 WITH OPTIONAL UMBRELLA
	OUTDOOR SHOWER AND FOOT WASH	MANUFACTURER: MOST DEPENDABLE FOUNTAINS - PRODUCT: 565SMSS
	BICYCLE RACK	MANUFACTURER: LANDSCAPE FORMS - PRODUCT: BOLA BIKE RACK
	CHAIRS	MANUFACTURER: MAGLIN - PRODUCT: 720 CHAIRS WITH THERMALLY MODIFIED ASH SLATS AND POWDERCOAT STEEL FRAMES, SURFACE MOUNT
	PLANTING AREA	MIX OF NATIVE GRASSES AND PERENNIALS. ASSUME #1 CONTAINER SPACED 12" O.C.



EXISTING SITE PHOTO NEAR WHERE THE ART WILL BE LOCATED, LOOKING TOWARDS THE CORNER OF THE SEAWALL

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

Stamp

**NOT FOR CONSTRUCTION**

Printing Date  
30% Design June 6, 2025

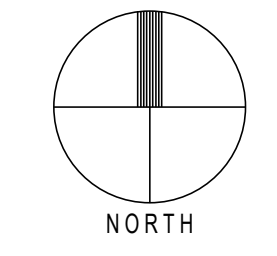
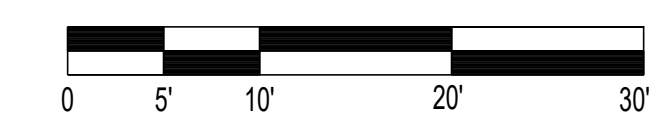
Revisions and Description Date

Bearing Job Number

Sheet Title  
**MATERIALS PLAN ENLARGEMENT**

Sheet Number

**L1.02**



**Exhibit B**

**Satellite Image of Area**



**Exhibit C**

**Sample Personal Services Agreement Contract**



## 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*

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*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:

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Contracting Officer Signature:

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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:

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Contracting Officer Signature:

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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, 2025 to June 30, 2026:  
\$879,200.  
July 1, 2026 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, 2025 to June 30, 2026:  
\$1,758,300.

July 1, 2026 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, 2025 to June 30, 2026:  
\$144,200.

And from July 1, 2026 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: \$721,000  
July 1, 2025 to June 30, 2026: And from July 1, 2026 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:  
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**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.