



CLATSOP COUNTY

BOARD OF COMMISSIONERS AGENDA WORK SESSION & REGULAR MEETING JUDGE GUY BOYINGTON BUILDING, 857 COMMERCIAL ST., ASTORIA

Wednesday, July 22, 2020

BOARD OF COMMISSIONERS:

Kathleen Sullivan, Dist. 4 – Chair
Sarah Nebeker, Dist. 2 – Vice Chairperson
Mark Kujala, Dist. 1
Pamela Wev, Dist. 3
Lianne Thompson, Dist. 5

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Clatsop County Board of Commissioners host virtual meetings on GoToMeeting

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Those wishing to provide testimony on public hearings or provide oral communication at the designated time must register in advance by calling 503-325-1000 or email commissioners@co.clatsop.or.us. Once registered, you will be notified when it is your opportunity to speak for a two-minute presentation. The public may also submit comments via email to be read to the Board at the designated time. Please send submissions to commissioners@co.clatsop.or.us.

WORK SESSION: 5:00 PM

Work Sessions are an opportunity for Board members to discuss issues informally with staff and invited guests. The Board encourages members of the public to attend Work Sessions and listen to the discussion, but there is generally no opportunity for public comment. Members of the public wishing to address the Board are welcome to do so during the Board's regularly scheduled meetings held twice monthly.

Board Communication {10 min}

Discuss Formal Agenda {5 min}

TOPICS:

1. Public Health Update {5 min}
2. Clatsop County Facilities Reopening Plan {10 min} {Page 3}

3. Public Works Resiliency Project {10 min}
4. Dissolution of Skipanon Water Control District {10 min} {Page 5}

REGULAR MEETING: 6:00 PM

The Board of Commissioners, as the Governing Body of Clatsop County, all County Service Districts for which this body so acts, and as the Clatsop County Local Contract Review Board, is now meeting in Regular Session.

ROLL CALL

AGENDA APPROVAL

BUSINESS FROM THE PUBLIC - *This is an opportunity for anyone to give a 3-minute presentation about any item on the agenda (except public hearings) OR any topic of county concern that is not on the agenda. People wishing to speak during Business From The Public must fill out and sign a Public Comment Sign-in Card prior to the start of the meeting.*

CONSENT CALENDAR

5. Arts Council new Mission Statement {Page 12}
6. Non-profit funding agreement with Clatsop Economic Development Resources (CEDR) {Page 16}
7. Ballot Sorter Purchase {Page 19}
8. Rock Crushing Contract {Page 30}
9. Sheriff's Office – Generator Replacement {Page 44}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

GOOD OF THE ORDER

ADJOURNMENT

As necessary Executive Session will be held in accordance with but not limited to: ORS 192.660 (2)(d) Labor Negotiations; ORS 192.660 (2)(e) Property Transactions; ORS 192.660 (2)(f) Records exempt from public inspection; ORS 192.660 (2)(h) Legal Counsel

Agenda packets also available online at www.co.clatsop.or.us

This meeting is accessible to persons with disabilities or wish to attend but do not have computer access or cell phone access. Please call 325-1000 if you require special accommodations at least 48 hours prior to the meeting in order to participate.

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

July 22, 2020

Topic: Clatsop County Facilities Reopening Plan
Presented By: Monica Steele, Assistant County Manager

**Informational
Summary:**

On March 13, 2020 the method with which Clatsop County conducted business was impacted significantly with the increased spreading of the COVID-19 virus. While Clatsop County as a local government is considered an essential service and was never required to shut down, management felt the need to address the concerns and fears that were felt by many and therefore enacted a temporary policy to address the Covid-19 Response. Currently this policy has been amended an additional three times to reflect the county's response as the circumstances surrounding either the virus or the states response to the virus changed.

On June 6th the Governor announced that Clatsop County could enter into Phase 2 of the framework for reopening Oregon. This phase meant that additional businesses and venues would be allowed to open and larger gatherings would be permitted with certain restrictions imposed. While many businesses have since reopened in accordance with these guidelines the county has chosen to take a measured approach and do so in a thoughtful manner that includes receiving feedback from all of our employees.

We know that many fears and concerns are still out there and will remain out there given that this virus will be in our community for the foreseeable future. However, as a management team, we want to be able to do our best to provide a healthy and safe environment while providing the services we are required to provide to the public.

County Management is working with staff to develop a plan to have the doors to county facilities open to the public. Some of these guidelines are mandated by the Governor, some advised by the CDC and Public Health, some at the request of staff, and some as a result of management's concern for the overall physical and mental well-being of our valued employees and the public we serve.

Some of these guidelines include the following:

- Face coverings shall be worn in accordance with the Governor's orders
- Regularly wash your hands
- Avoid touching your face
- If sick, STAY HOME
- Regularly wipe down public spaces (counters, door handles, light switches, etc.)
- Regularly wipe down shared office spaces (copier, break rooms, counters serving the public)

Step will also be taken among individual departments in an effort to:

- Protect the employees
- Protect the public
- Reduce the foot traffic that comes into the buildings despite being open

As management continues to work through the reopening process it is with the understanding that even once the doors open to the public that it will not be "business as usual". There are many aspects of how we do business that will most likely be changing. Some of these changes may include:

- Departments schedule appointments with the public to conduct business; some may be in person and some may be virtually
- Continuation of virtual meetings
- Modified working schedules or telecommuting if applicable for employees
- Increased capabilities of processing forms/applications online

Steps that will be taken as we implement these changes in regards to how county business is conducted will be through increased communication by way of: public service announcements, social media, website, and print media so that we reduce any confusion or barriers to the public's access to services.

As the reopening plan is discussed and moves forward it is important to understand that this is a very fluid situation that management is monitoring on a daily basis based on guidance from the Governor's Office, CDC, our Public Health staff, and comments/concerns from our staff as well as feedback from the public.

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

July 22, 2020

Topic: Dissolution of Skipanon Water Control District
Presented By: Don Bohn, County Manager

**Informational
Summary:**

On June 23, 2020, the Skipanon Water Control District Board of Directors adopted a resolution to initiate the dissolution of the District under ORS 198.920. The resolution also proposed a plan for dissolution required by ORS 198.925. The resolution was filed with the County Clerk.

The next step for dissolution is for the District Board is to call for an election.

On June 29, 2020, Board member Tessa Scheller resigned her position, creating a situation where the Board does not have a quorum. Unfortunately, the District Board cannot call for an election without a quorum.

ORS 198.940 allows the County Board of Commissioners to determine whether dissolution of the District can be done without an election. The Board must find that the dissolution is in the interest of the people of the County and that the District has failed regularly to elect district board members.

Board Member Bruce Francis stated that they have had trouble filling vacancies. One board member resigned 18 months ago, another board member resigned six months ago and Tessa Scheller resigned in June.

Staff recommends that the Board finds that the dissolution can be done without an election. If the Board agrees, the matter will be on the next agenda.

Attachment List

- A. Skipanon Water Control District Resolution to Dissolve the Skipanon Water Control District
- B. June 23, 2020 Skipanon Water Control District Minutes
- C. Memo from County Counsel Joanna Lyons-Antley to Skipanon Water Control District

**Skipanon Water Control District
Board of Directors
Resolution to Dissolve the Skipanon Water Control District**

Whereas it is the responsibility of the elected Board of Directors (BOD) to manage and conduct the affairs of the District and the BOD consider dissolution of the District to be in the best interests of our constituents and,

Whereas the Board of Directors has previously adopted an Engineering Plan for managing the District that we are unable to fully execute and,

Whereas the District BOD is aware of hazardous circumstances at the 8th St Structure that was built without an overflow spillway and that we are unable to attenuate despite years of cooperative effort and,

Whereas the District has no title to the lands where upon District Structures were placed by the federal government and has incurred no debt and,

Whereas the District BOD perceives considerable liability, both personal and as a group, after a suit was threatened by the City of Warrenton in an attempt to take over the 8th St Dam that we manage within the City limits and,

Whereas the District BOD has no staff, no equipment and aging members that perform all District duties with little confidence in succession and,

Whereas the initial planning for the District Structures by the federal government was inadequate and made with errors regarding rainfall and outflow and,

Whereas the experiences of the District BOD, our constituents and professional engineers is that there is no substantial flood control value to the 8th St Dam currently and worsening with climate change, rising ocean levels and increasing impervious surfaces in Warrenton and,

Whereas maintaining the 8th St Dam/Structure negatively impacts multiple wildlife species, recreation, water quality and endangered salmon by restricting natural water flow and migration and,

Whereas Clatsop County has substantial investments and resources for managing Cullaby Lake Parks and the District outlet structure located on their property and,

Therefore, be it resolved by the Board of Directors that the Skipanon Water Control District has initiated the process and voted unanimously in favor of dissolution and we hereby petition The County Commissioners of Clatsop County to enact final dissolution of the Skipanon Water Control District.

Tessa J. Scheller, Chair

Bruce Francis, Vice Chair

Robert Stricklin, Board Member

Date June 23, 2020

Assets: Bank Accounts at Wauna Federal Credit Union, chainlink fences, locks and mechanical lifting devices at Cullaby and 8th St Structures, Barricade blocks (4) and chain at 8th St Structure. Innumerable documents including 58 years of records for the District with structural blueprints and mechanical drawings from the beginning of the District.

Liabilities: no debt, no contracts, no property ownership

Plan of Dissolution:

1. BOD has determined that dissolution is in the best interests of our constituents and the resources we impact such as Cullaby Lake and the Skipanon River.
2. Notify relevant municipal, county, state and federal agencies having jurisdiction
3. Prepare account of all assets and liabilities
4. Establish a date and Board of Directors vote on a Resolution for Dissolution
5. Transfer all financial assets to Clatsop County
6. Prepare and submit required documents to relevant agencies.

Skipanon Water Control District
Board of Directors Meeting
Minutes for 6/23/202
Meeting attendance on line by Zoom

Members Present: Tessa J Scheller, Bruce Francis and Robert Stricklin

Meeting called to order at 1202 by Tessa with consensus for a single agenda item being District Dissolution. Tessa noted her discussion earlier today with Clatsop County Counsel Joanna Lyons-Antley and Joanna's recommendations for language addressing property and easements.

Board members reviewed the recently updated draft of the Resolution to Dissolve the Skipanon Water Control District. Following discussion Robert offered a motion to; strike the second to the last paragraph. Tessa proved the second and more discussion ensued. Tessa called for the vote with all directors voting in favor.

Tessa asked for a motion to adopt the, now amended, Resolution to Dissolve the Skipanon Water Control District. Bruce made the motion to; adopt the Resolution to Dissolve the Skipanon Water Control District as amended, Robert provided the second and, after discussion, all directors voted in favor of the resolution. Tessa noted she would forward the minutes of this meeting to the Clatsop County Clerk and Counsel office and was leaving on vacation for several weeks.

After some discussion of county matters Tessa offered her sincere thanks to Bruce and Robert for their many years of service to the District and our community. They reciprocated with their thanks.

The meeting was then adjourned at 12:24.

Respectfully submitted,

Tessa James Scheller, Chair
Skipanon Water Control District
32607 Turlay Ln.
Warrenton, Oregon 97146

Theresa Dursse

From: Joanna Lyons-Antley
Sent: Wednesday, June 24, 2020 6:44 PM
To: 'Tessa Scheller'
Subject: Dissolution Process of Skipanon District

Dear Tessa:

Thank you for again reaching out to me. I do understand that you and the District want to work quickly through this process. As we talked on the phone, I did have some questions for Heather, which I have now resolved.

This is how I understand the process:

(1) **Step One** – Initiation of the dissolution by resolution by District.

- Resolution must find that dissolution is in the best interest of the inhabitants of the district that the district be dissolved and liquidated.
- File with County Board. ORS 198.920

Note: We talked about that you currently have enough elected board members to have a quorum. As such, you are able to enact a resolution to initiate the dissolution by the District.

(2) **Step Two** – Findings by District; proposing a plan. ORS 198.925.

- The District adopts findings and a proposed plan.
- The findings must state:
 - All debt
 - Description of all property within the district and the amount of taxes and assessments, including delinquent taxes
 - Description of all personal property and assets of District.
 - Estimated cost of dissolution.
- Proposed plan of dissolution and liquidate.
- File findings and plan with County Clerk within 30 days after initiation of dissolution proceeding.

Note: For the proposed findings and plan, see below to Step Five about how the property and cash is distributed by law.

(3) **Step Three** – Call for an Election. ORS 198.935

- The District Board calls for an election. The election **shall** be held on the next available election date in ORS 255.345.
- If there is debt, the District must provide notice to any creditors with a plan for payment before the call for election.
- Call for election within 10 days after the District Board files the plan and findings.

Note: Timing of a special election matters. If an election is by itself, it costs about \$1.50 to \$2.00 a voter or about \$1000. If the election is on a shared election, it will cost about \$1 per voter or ~\$500. The next two dates would be the third Tuesday in September (alone) or the first Tuesday after the first Monday in November (shared). With this in mind, I would aim for the November election and calculate when to start the dissolution petition. You will work with the County Clerk for these election matters.

Exemption from Election: ORS 198.940. An election may be dispensed with if the County Board finds that dissolution is in the interest of the people of the County and:

- The territory within the affected district uninhabited; or
- District has failed regularly to elect district board members.

Note: It appears that you are required to have an election. If you wish to ask the County Board to determine that the District is exempt from the election, you must be ready to demonstrate that the District failed regularly to elect district board members. As far as timing, I would also ask the County for the exemption at the time you are initiating the dissolution in Step One, so the County has sufficient time to consider the matter.

(4) Step Four – Canvas the Vote. ORS 198.945.

- Results of the election shall be certified to the County Board immediately after canvas of the vote. If it passes, move on to step five. If it fails, the vote is noted in the minutes.

Note: This is done mostly by County Clerk.

(5) Step Five. Winding up of District Business Affairs. ORS 198.945 and ORS 198.955.

- If dissolution is approved, the District Board shall pay all debts and can have the County be the board of trustees to wind up the affairs of the District. The trustees shall deposit all books and records of the district to the County Clerk.
- Surplus funds after payment of debts, are turned over to the County.
 - i. First \$6000 goes to the County for administration.
 - ii. Additional remaining would be distributed per statute.
- Property within a city vest to the city. Property outside of cities would vest in the County until becomes part of a city.

Note: Most of this work is done by County staff.

I'm happy to go over this plan with you to answer questions. Thank you again for your dedication and attention to detail.

Joanna

Joanna Lyons-Antley
Clatsop County Counsel
800 Exchange Street, Ste 420
Astoria, OR 97103
(503) 338-3776

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 22, 2020

Issue/ Agenda Title: Arts Council new Mission Statement

Category: Consent Calendar

Prepared By: Theresa Dursse, Senior Administrative Supervisor

Presented By: Theresa Dursse, Senior Administrative Supervisor

Issues Before the Commission: Approve new "Mission Statement" for the Arts Council

Informational Summary: The Arts Council is asking for their Mission Statement to be changed:
Old Statement: "The mission of the Arts Council of Clatsop County is to support, promote and advocate for the arts and culture, to encourage artist education, opportunities and arts in public places.
New Statement: "The mission of the Arts Council of Clatsop County is to support, promote, and advocate for the arts and cultural enrichment in the county."

Fiscal Impact: None

Options to Consider:

1. Approve the new Mission Statement
2. Not approve the new Mission Statement

Staff Recommendation: Option 1

Recommended Action:

"Approve the Arts Council new Mission Statement as: "The mission of the Arts Council of Clatsop County is to support, promote, and advocate for the arts and cultural enrichment in the county.""

Attachment List

- A. Arts Council bylaws

ARTS COUNCIL OF CLATSOP COUNTY BY-LAWS

ARTICLE I NAME

This Council shall be known as the Arts Council of Clatsop County (ACCC), herein after referred to as the "Council", an advisory committee to the Clatsop County Board of Commissioners.

ARTICLE II MISSION

The mission of the Arts Council of Clatsop County is to support, promote, and advocate for the arts and culture, to encourage artist education, opportunities and art in public places.

ARTICLE III MEMBERS

Section 1 Council Membership shall be open to those expressing support for the Mission. The members of the Council shall be residents of, or own property in, Clatsop County, or own a business or rent studio space in Clatsop County.

Section 2 The Council shall consist of not fewer than seven nor more than nine members who are appointed by and serve at the pleasure of the Board of Clatsop County Commissioners. Each member shall serve for a term of three years or until his or her respective successor is appointed and qualified. Terms shall be staggered so that one or two members are appointed annually.

Section 3 Whenever possible, Council members shall provide representation from each of the County's five districts. Remaining members shall be at-large members and shall be appointed without regard to district residence.

Section 4 When making appointments, the Board of County Commissioners shall give special consideration to the applicant's interest and/or background in a particular medium or artistic expression to ensure full representation of the arts.

Section 5 Members of the Council shall serve without compensation.

Section 6 Members who are absent from three consecutive meetings or attend less than seventy five percent of the meetings within a given calendar year may be removed by the Board of County Commissions or upon recommendation to the Board of County Commissioners by affirmative vote of the majority of present Council members, unless the absence was excused by the Council Chairperson.

Section 7 Members may be removed with or without cause at any time by affirmative vote of a majority of the Board of County Commissioners.

Section 8 Any vacancy on the Council shall be filled by the Board of County Commissioners for the remainder of the term.

ARTICLE IV OFFICERS

Section 1 The officers of this Council shall consist of a Chairperson, Vice-Chairperson, and Secretary as required, who shall be responsible for preparation of the meeting Minutes.

Section 2 Election of officers shall occur annually at the first meeting of the calendar year and elected officers shall take office immediately following their election. A member shall not hold a particular office for more than three consecutive years.

Section 3 The Chairperson shall preside over all meetings, enforce rules of procedure, decide all questions of order, and perform such other duties as his or her office may require.

Section 4 In the absence of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson.

Section 5 In the absence of the Chairperson and the Vice-Chairperson, the Council may elect a temporary Chairperson to preside over the meeting in question.

ARTICLE V MEETINGS

Section 1 The Council shall generally hold monthly meetings on a date and time to be determined by the Council at the first meeting

of the Council. Minutes shall be taken at each meeting. Meetings shall be advertised and open to the public consistent with Oregon Public Meeting Laws.

Section 2 A majority of the entire Council shall constitute a quorum for the transaction of business and the action of the majority of the members present at a meeting at which a quorum is present shall be the action of the Council.

Section 3 The current edition of Robert's Rules of Order shall apply to the procedures of all Council meetings except as otherwise provided by law.

ARTICLE VI AMENDMENTS

Section 1 The Council may recommend By-law changes to the Board of Clatsop County Commissioners. The By-laws may be amended by a majority vote of the Board of County Commissioners.

END OF BY-LAWS

Adopted: October 10, 2018

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 22, 2020

Issue/ Agenda Title: Non-profit funding agreement with Clatsop Economic Development Resources (CEDR)
Category: Consent Calendar
Prepared By: Theresa Dursse, Senior Administrative Supervisor
Presented By: Don Bohn, County Manager

Issues Before the Commission: Approval of FY 2020-21 non-profit funding agreement with Clatsop Economic Development Resources (CEDR)

Informational Summary: The Board has approved funding for Clatsop Economic Development Resources since 2008. At the June 24, 2020, regular board meeting the Board approved \$70,000 for economic development from the Video Lottery Special Revenue Fund.

In 2019 and YTD 2020:

Clatsop Community College Small Business Development Center advised 369 clients; provided 1714 advising hours, assisted businesses in securing \$2.6M of Capital Infusion, including CARES Act funding, held 74 training workshops with 1714 attendees (1150 since Covid-19 pandemic); created or retained 87 jobs and had 11 business starts. 56 Hispanic Businesses were served, 14 Veteran-owned and 125 Women-Owned Businesses.

CEDR is a member of the Covid-19 Governors Regional Solutions North Coast Economic Recovery Team, the Economic Development Partners group, and the North Coast Regional Economic Recovery Planning Subcommittee.

CEDR is administering the State's Small Business Emergency Grant program, with Phase 1 and Phase 2 funding at \$155K. Funds available for Clatsop County small business and nonprofits. Continuing to request more grant funds with future opportunities through the State of Oregon.

Executive Director Kevin Leahy facilitates bi-weekly virtual meetings with County Manager, Assistant County Manager, all City Managers in Clatsop and Northern Tillamook County, and other business leaders.

Executive Director Kevin Leahy sits as a core member of the Clatsop County Cooperators leadership, providing Economic Recovery updates on Covid-19 challenges, work and progress.

Executive Director Kevin Leahy serves as the Enterprise Zone Manager for Clatsop County, is on the Col-PAC EDD Board and serves as on the NW Oregon Regional Solutions Team as an advisory member.

CEDR oversees the Clatsop WORKS Summer Paid internship program, now in year 3. Summer 2020 program has 18 interns with 11 businesses/organizations participating. Clatsop County is participating for the first time with three interns.

Fiscal Impact: Funding for CEDR is budgeted in the amount of \$70,000 from the Video Lottery Special Revenue Fund.

Options to Consider:

1. Approve the FY 20-21 funding agreement with CEDR.
2. Do not approve the agreement.

Staff Recommendation: Option 1

Recommended Action:

“Approve the FY 2020-21 agreement with CEDR and authorize the County Manager to sign following the contract review process.”

Attachment List

- A. FY 2020-21 Agreement

NON-PROFIT FUNDING AGREEMENT

This Agreement is made this 1st day of July, 2020, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and **Clatsop Economic Development Resources (CEDR)** an Oregon Not-for-Profit Corporation in good standing, hereinafter “**Non-Profit**”.

Recitals

County desires to fund Non-Profit’s provision of certain services for public benefit and Non-Profit desires to provide those services for public benefit.

NOW THEREFORE, the parties agree as follows:

1. Term. This agreement shall be for a one-year term, from July 1, 2020 to June 30, 2021. It may be terminated on 60 days written notice from one party to the other.

2. Services and Payment. County shall provide funding to Non-Profit in the **amount of \$70,000 per year**, payable in advance in quarterly installments, to deliver business-driven economic development services to create, grow and retain Clatsop County businesses.

3. Indemnity. Non-Profit shall indemnify and hold County harmless for any claim arising out of the provision of said services. Non-Profit shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits, and shall name County as an additional insured on any policies.

4. Accounting. Non-Profit shall provide County, quarterly and at the conclusion of the provision of services, with an accounting of funds expended and a report of services performed. Both accounting and report shall be in a format acceptable to County, and will, at County’s discretion, include a presentation at a meeting of the Board of County Commissioners.

5. Public Benefit. Non-Profit represents that it will use the funds provided solely for the purposes set forth herein, and solely to provide staffing and services for the benefit of the public. Any funds not used for the purposes set forth herein, shall be returned to County.

County:

Non-Profit:

Don Bohn, County Manager

President

Secretary

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 22, 2020

Issue/ Agenda Title: Ballot Sorter Purchase
Category: Consent Calendar
Prepared By: Tracie Krevanko, County Clerk
Presented By: Tracie Krevanko, County Clerk

Issues Before the Commission: Approve purchase of Runbeck AgilisDuo Ballot Sorter

Informational Summary: Currently Clatsop County must manually hand scan and hand verify signatures on the return ballot envelopes for each election. This leaves open the possibility of missing challenged ballots. The AgilisDuo Ballot Sorter delivers scanned images for signature image capture with an approximate throughput of 1,500 pieces per hour. This will allow for reviewing signatures side by side with the voter image from Oregon Centralized Voter Registration system (OCVR) and upload back into OCVR the acceptance or challenge of the ballot envelope. This automation also will allow us to use a signature client to do the first high level verification and allow us to save an image of the ballot envelope. This will speed up the process of signature verification and allow us to have the ballots to the opening boards in a more efficient timeframe. The sorter will also assist in batching the returns in equal amounts for consistent counts throughout the process and will help with reconciliation.

Runbeck Election Services, Inc. has allowed a discounted price with the signing of multiple counties in Oregon agreeing to purchase the AgilisDuo Ballot Sorter. We will be working with two other counties for setup and testing so that this equipment will be in place and ready to use for the November General Election.

Fiscal Impact: The original amount of this purchase of \$48,500 was adopted in the FY20/21 budget; however, the contracted price has since increased by \$9,500 to \$58,000, which includes the installation, training and first year of license and maintenance. Yearly license and maintenance is \$8,000 and the agreement is for five (5) years from date of purchase.

Options to Consider:

1. Board approves purchase agreement with Runbeck Election Services, Inc. for the AgilisDuo Ballot Sorter System in the amount of \$58,000 and authorize the County Manager to sign the agreement.
2. Board does not approve the purchase agreement.

Staff Recommendation: Option #1

Recommended Action:

"I move that the Board approve the purchase agreement with Runbeck Election Services, Inc. for the AgilisDuo Ballot Sorter System in the amount of \$58,000 and authorize the County Manager to sign the agreement."

Attachment List

- A. Sale and Purchase Agreement with Runbeck Election Services, Inc.
- B. Equipment List and Prices, Maintenance Services, and Fees (Exhibit A)
- C. Software License (Exhibit B)
- D. Equipment Maintenance and Support Services (Exhibit C)
- E. Invoice Schedule (Exhibit D)
- F. Certificate of Liability Insurance

EXHIBIT A
EQUIPMENT LIST AND PRICES

Primary location of the equipment:
Clatsop County
820 Exchange Street, Suite 220
Astoria, Oregon 97103
Attention: Tracie Krevanko
County Clerk

	<u>Price</u>
-AgilisDuo <u>Vote-By-Mail Processing System</u>	\$55,000.00
-Installation	\$1,500.00
-Training on site (6-8 hours)	\$1,500.00

AgilisDuo Vote-By-Mail Processing System includes:

- AgilisDuo Sorting System
- Dual Output Trays
- Tray Tag Printer
- Scanning Signature Capture Software
- Signature Verification Client Software

MAINTENANCE SERVICES

Software Maintenance

- 7X24 technical software support hotline during declared election cycles
- Installation of all software updates
- Testing and validation of all software updates
- Software License Fees

Hardware Maintenance

- 7X24 technical support hotline during declared election cycles
- Hardware maintenance fees
- Client also agrees to allow Runbeck employees access to the equipment, when requested, during normal working hours.

Training

Additional training requires an on-site support fee, indicated below.

Materials management

- Client is responsible for any pre-election inventory of AgilisDuo Vote-By-Mail Processing System consumables.
- Client is responsible for purchasing consumables, the shipping and taxes associated with such consumables.

- Client is responsible for providing storage area that provides adequate space and maintains proper environmental conditions for stocking of supplies. Client must provide Runbeck notice of election at least 75 days in advance of 1st day that services will be required. Client is responsible for installation of consumables while operating the AgilisDuo Vote-By-Mail Processing System during an election cycle.

ON-SITE SUPPORT FEES

Optional dedicated on-site support, and/or training (does not include election set-up or routine maintenance) will be billed at a rate of \$1,750.00 for the first day (an eight-hour work day) and \$1,500 for each additional 8-hour work day. The amount billed shall be due and payable within thirty (30) days of the invoice date. This service is subject to availability.

OTHER

Repair Services

During the term of the Agreement, as set forth in Section 26 thereof, should any component of the AgilisDuo Vote-By-Mail Processing System, to include hardware and software items listed above, become damaged and require repair as a result of Client's actions, Client agrees to pay Runbeck a Repair Fee of \$150.00 per hour.

Taxes

If taxes apply, they will be the sole responsibility of the Client.

Shipping Fees

Shipping fees will apply as other goods may be purchased and need to be shipped to the jurisdiction and are the sole responsibility of the Client.

End of Contract Options – Subject to Section 26 of the Agreement, Client May:

- Renew with existing system, for which new Usage, License, Maintenance and Service agreements shall apply.
- Renew with upgrade to existing system, for which new Usage, License, Maintenance and Service agreements shall apply.

EXHIBIT B
SOFTWARE LICENSE

1. Grant and Scope of License.

A. Grant of License. Subject to Client's discharge of its material duties under this Agreement, to include the timely payment of any fees due hereunder, Runbeck hereby grants to Client an irrevocable, non-exclusive right and license to install, display and use the Software pursuant to the terms of the Agreement. For the avoidance of doubt, the license granted under this clause shall become revocable in the event that Client materially breaches this Agreement and Client fails to cure within the proscribed cure period.

B. Title. Runbeck shall at all times retain title to the Software provided by it hereunder and Runbeck does not convey any proprietary interest therein to Client.

C. Updates. For payment of the required fees by the Client as set forth herein and in the Sale and Purchase Agreement, Runbeck shall provide to Client updates of any Software licensed hereunder at no additional charge and continue to maintain the Software in accordance with the requirements of the attached Sale and Purchase Agreement as long as Client continues to pay annual license and support services fees with respect to such Software.

D. Breach. In the event Client commits a material breach of its obligations under this Agreement, to expressly include failure to timely pay any fees due hereunder, and Client fails to cure the breach within sixty (60) days after receiving notice thereof, Runbeck may terminate this Agreement, and the license hereunder, immediately upon delivery of written notice to Client.

2. Annual Software License Fee.

A. Fees. Runbeck will invoice Client for the annual Software License Fee, set forth in Exhibit D to the Agreement. The annual Software License Fee for the first year of this Agreement is included in the purchase and installation price of the Equipment. All payments of this Fee shall be made annually on each successive anniversary term of the Service Agreement, for as long as Client continues to use referenced Software. The license for the Software entitles Client to the Warranties in Section 4 below but does not otherwise entitle Client to receive maintenance and support or updates to the Software. The annual Software License Fee is subject to an annual adjustment not to exceed five percent (5%).

B. Invoices. Runbeck's invoices will conform to the format requirements of the Client. Client will pay Runbeck's valid invoices within thirty (30) days after receipt.

3. Delivery, Installation and Acceptance.

A. Estimated Shipping. Runbeck agrees to ship the Software to the location, and on or about the Estimated Shipping date, set forth in Exhibit D.

B. Installation. Runbeck agrees to install the Software ready for use and in good working order and render said Software Functional as a part of the fully Functional System at the applicable location as soon as practicable after delivery, but in no event more than ten (10) days after delivery.

C. Acceptance. Acceptance Testing and Acceptance of the Software as a part of the System shall be in accordance with the provisions of the attached Sale and Purchase Agreement.

4. Training.

If Client's personnel require training in order to properly use the Software and System, Runbeck will provide such training for all users designated by Client, at a time agreed to by the Parties. All initial training by Runbeck in the proper use of the Software and System shall be at no additional charge, unless a fee for such training is otherwise agreed upon and funds appropriated and certified as available for such purposes by the Client in accordance with the Agreement.

5. Maintenance of Software; Term and Termination.

A. Maintenance Services. During the term of this Agreement and subject to payment of any required fees by the Client, Runbeck agrees to provide maintenance and support services for the Software ("Maintenance Services").

B. Software Updates. Runbeck shall provide updates to the Software as they become available. Installation of Software updates will include testing and validation of the updated Software. Runbeck will provide the Client with a toll-free support hotline number that may be used to obtain assistance with the Software during the term of this Agreement, subject to payment of any required fees.

C. Term and Termination. This Agreement shall be effective as of the date of execution by the parties, and shall expire upon termination of the Agreement, unless mutually terminated earlier. The parties have the right to terminate this Agreement in accordance with Section 9, ("Appropriations") of the Service Agreement.

6. Warranties.

A. In addition to any warranties which may be contained in the Agreement, Runbeck provides the following warranties:

i. Non-Infringement. Runbeck warrants that Runbeck owns the Software, including all associated rights, and has the right to grant Client the licenses provided pursuant to this Agreement, free from all liens, claims, encumbrances, security interests and other restrictions. Runbeck warrants that the Software does not and use of the Software will not; infringe any valid patents, copyrights, trademarks, trade secrets, or other proprietary rights of any third parties.

ii. Correction of Defects. In the event of discovery of any material defect in the Software, Client agrees to provide Runbeck with sufficient detail to allow Runbeck to verify and reproduce the error, and Runbeck shall use reasonable diligence to correct such defect. Runbeck shall use its reasonable efforts to promptly respond and thereafter to diagnose and correct the material defect. Runbeck is not responsible for any error in the Software that has been modified by Client without Runbeck's prior written consent. Client's sole remedy in the event of a breach of this warranty is to require that Runbeck correct any material defects.

iii. Performance of Services. Runbeck represents and warrants that all services provided by Runbeck to Client will be performed in a timely, competent and workmanlike manner. Runbeck further represents and warrants that it has a sufficient number of competent, qualified employees to provide the Services to support the Software.

iv. Runbeck Disclaimer of All Other Warranties. Except as otherwise expressly stated in the Agreement, Runbeck makes no representations or warranties concerning the Software. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND RUNBECK HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

EXHIBIT C
EQUIPMENT MAINTENANCE AND SUPPORT SERVICES

Upon payment of the required fees by Client, Runbeck shall provide Equipment maintenance and support services as set forth in this Exhibit "C".

1. Annual Equipment Maintenance Fee.

Runbeck will invoice Client for the Annual Equipment Maintenance Fee, as set forth in Exhibit D to the Agreement. The Fee is subject to an annual adjustment not to exceed five percent (5%). The Annual Equipment Maintenance Fee for the first year of this Agreement is included in the purchase price and installation price of the Equipment. All subsequent payments of this Fee shall be made on each successive anniversary term of this Agreement.

2. Equipment Maintenance Services.

For payment of the Fee, Runbeck shall perform preventative maintenance on Equipment once each year. The maintenance will be performed on a date and time that is mutually acceptable to the Parties. The maintenance performed shall be Pre-election or Post-election Maintenance as described below:

A. Pre-election Preventative Maintenance.

- i. Cleaning and inspection of the Equipment
- ii. Replacement of any worn parts that need to be replaced*
- iii. Correct any hardware or software issues
- iv. Post maintenance testing

B. Post-election Preventative Maintenance.

- i. Cleaning and inspection of the Equipment
- ii. Replacement of any worn parts that need to be replaced*
- iii. All systems will be properly shut down and power will be removed.

* The Client is solely responsible for paying the cost (including the shipping costs and any applicable taxes) of any replacement parts and consumables that are needed for the Equipment.

3. Consumables.

The Client acknowledges that the Equipment includes consumable items that require replacement. The consumables include, but are not limited to, such things as belts, rollers and tray tags. Client shall be solely responsible for the cost (including the shipping costs and any applicable taxes) to purchase all consumables that are needed for the Equipment. The Client is responsible for installation of the consumables.

4. Additional Remote Support.

Runbeck will provide the Client with a toll-free telephone number that it may use for assistance in addressing any Equipment issues that may arise or for general questions related to the use of the Equipment.

EXHIBIT D
Invoice Schedule

Invoice To: Clatsop County
820 Exchange Street, Suite 220
Astoria, Oregon 97103
Attention: Tracie Krevanko
County Clerk

Contract Period 2020 – 2025
Estimated Ship Date TBD
Actual Ship Date _____ *(to be completed by accounting)*

For Invoicing Purposes:

System	Quantity	Unit Price	Total up-front payment
New AgilisDuo Purchased	1	\$55,000	\$55,000
Training (on-site 6-8 hours)			\$1,500
Installation			\$1,500
Set up & Integration			Included
Shipping			TBD
Total			\$58,000

License Fees, Maintenance and Support Type of Service	Year 1 (2020-2021)	Year 2 (2021-2022)	Year 3 (2022-2023)	Year 4 (2023-2024)	Year 5 (2024-2025)
Total Up-front Payment	\$58,000	n/a	n/a	n/a	n/a
AgilisDuo License & Maintenance Fee*	Included	\$8,000	\$8,000	\$8,000	\$8,000
Total	\$58,000	\$8,000	\$8,000	\$8,000	\$8,000

NOTES

Any applicable taxes are the sole responsibility of the Client

* Subject to an annual fee adjustment not to exceed five percent (5%), per Section 2 of Exhibit B.

** Subject to an annual adjustment not to exceed five percent (5%), per Section 1 of Exhibit C.

*** The five (5) year term of the Software License and the Equipment Maintenance and Support Services provisions shall commence on the date of delivery of the Equipment to the Client.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 22, 2020

Issue/ Agenda Title: Rock Crushing Contract
Category: Consent Calendar
Prepared By: Brandy Hamik, Staff Assistant
Presented By: Ted McLean, Public Works Director

Issues Before the Commission: Contract with Warrenton Fiber Company for Rock Crushing at the Clatsop County Fishhawk Falls Pit

Informational Summary: This contract is for the crushing of up to 8,000 cubic yards of ¾"-0" rock at the County's pit located at Fishhawk Falls on Fishhawk Falls Road in the Jewell area. Crushing is a cost-effective method for stockpiling rock for maintenance purposes in the Jewell area. We conducted a request for quotes. We received two quotes, and we selected the lowest quote from Warrenton Fiber Company.

Warrenton Fiber Company \$65,000

Eric Hepler Inc. \$78,000

Fiscal Impact: This will be paid from the Road Maintenance and Construction fund.

Options to Consider:

1. Approve contract with Warrenton Fiber Company in the amount of \$65,000 for rock crushing.
2. Buy rock from another source and haul to the Jewell area.

Staff Recommendation: Option #1

Recommended Action:

"Approve contract with Warrenton Fiber Company in the amount of \$65,000 for rock crushing and authorize the County Manager to sign the contract and any amendments"

Attachment List

- A. Contract

CLATSOP COUNTY, OREGON
1100 Olney Avenue
Astoria, Oregon 97103
An Equal Opportunity Employer

Clatsop County Construction Contract

This Contract is by and between **Clatsop County (County)** and Warrenton Fiber Company (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$65,000.00 to be paid to **Contractor** by **County**, **Contractor** agrees to perform between date of execution and September 30, 2020, inclusive, the following specific construction services:

- A. The Work: Rock crushing at the Clatsop County Fishhawk Falls Pit as described on Attachment A – Request for Competitive Price Quotes.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.
- C. Miscellaneous:

1. **Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.

3. **Compliance.** **Contractor** shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:

- a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.
- b. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe the person the amount dues plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and

- ending upon final payment.
- c. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
 - d. Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.
 - e. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - f. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
 - g. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
 - h. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
 - i. If this contract is for a public improvement, **Contractor** represents and warrants that at the time of the execution of this agreement they have, and shall maintain during the term of this agreement an employee drug-testing program for its employees.
 - j. If this contract is for a public improvement, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, subject to ORS 279C.515.
 - k. If this contract is for a public improvement exceeding \$50,000, Contractor, subcontractor or other person doing or contracting to do any of the work of this contract will pay workers prevailing wage rates as contained in bid specifications and workers shall be paid not less than the specified minimum hourly rate of wage.
 - l. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
 - m. If this contract is for a public improvement exceeding \$50,000, and contractor is required to pay prevailing wages under ORS 279C.800 to 279C.870, then contractor must file a \$30,000 BOLI bond with the Construction Contractors Board before starting work on a contract or subcontract. Contractor will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractor's Board before starting work on the project, unless exempt.

- n. If this is for a public improvement exceeding \$50,000, a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- o. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
- p. If this contract includes demolition, the contractor shall salvage or recycle construction and demolition debris if feasible and cost-effective. If contract includes lawn and landscape maintenance, contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective, per ORS 279C.510.

4. **Judicial Rulings.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

5. **Independent Contractor.** **Contractor**, in carrying out the services to be provided under this Agreement, is acting as an "independent Contractor" and is not an employee of **County**, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an Independent Contractor", **Contractor** will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, **Contractor** is free to contract with other parties, on other matters, for the duration of this Agreement.

6. **Indemnification.** **Contractor** shall save harmless, indemnify, and defend **County** for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from **Contractor's** performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of **Contractor** or its employees or agents.

7. **Worker's Compensation.** **Contractor** shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the **Contractor** hires employees, he or she shall provide **County** with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

8. **Nondiscrimination.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.

9. **Termination of Agreement.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.

- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

10. **Subcontracting/Nonassignment.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of **County**.

11. **Survival.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

12. **Standard of Services and Warranty.** **Contractor** agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the **Contractor** must perform the services based in part on information furnished by **County** and that **Contractor** shall be entitled to rely on such information. However, the **Contractor** is given notice that **County** will be relying on the accuracy, competence and completeness of **Contractor's** services in utilizing the results of such services. The **Contractor** warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

13. **Ownership and Use of Documents.** All documents, or other material submitted to the **County** by **Contractor** shall become the sole and exclusive property of **County**. All material prepared by **Contractor** under this Agreement may be subject to Oregon's Public Records Law.

14. **Tax Compliance Certification.** **Contractor** hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. **Contractor** represents that **Contractor** will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If **Contractor** fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the **Contractor** shall be in default and **County** may terminate this agreement and pursue its remedies under the agreement and under applicable law.

15. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

_____ (Approved by County Counsel)

 (Contractor's Initials) *JD* (Comments)

This Agreement will not be effective until approved by the County Commission.

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

Joey Lindgren 7-7-2020

Signature Date

Forester

Title

Contractor Address: PO Box 100, Warrenton, OR 97146

Attachment A



CLATSOP COUNTY PUBLIC WORKS
1100 OLNEY AVENUE
ASTORIA, OREGON 97103
PHONE # 503-325-8631
FAX # 503-325-9312

Request for Competitive Price Quotes

June 23, 2020

Clatsop County is requesting price quotes for crushing up to 8,000 cubic yards of 3/4" - 0" rock at the county's pit located at Fishhawk Falls on Fishhawk Falls Road in the Jewell area. Work must be completed by September 30, 2020.

If you are interested in this work, please fax your quote to Teresa Clute, at 503-325-9312 by 2:00 p.m. on July 6, 2020, or mail to Clatsop County Public Works, 1100 Olney Avenue, Astoria, OR 97103, or email to Roads@co.clatsop.or.us. Selected contractor will sign a contract with County and provide a Certificate of Insurance.

The Scope of Work includes:

- Providing equipment and expertise to load and crush rock using a jaw or impact crusher.
- Must provide belt scale for measurement.
- Material (3" jaw run) will be sized to pass through a 3" screen.
- Rock crushed to attached rock specification.
- Work will need to be completed by September 30, 2020
- Contractor will be required to execute a contract with Clatsop County.
- Contractor will provide County with a certificate of insurance.

Project Manager: TJ Hecox 503-325-8631
Contracts: Teresa Clute 503-325-8631

QUOTATION

Company Name: Warrington Fiber Company
Address: PO Box 100, Warrenton, OR 97146
Contact Person: Troy Lindgren
Signature: Troy Lindgren
Phone: 503-861-3305 Fax: 503-861-2925

Unit Price cubic yard 3/4" - 0" \$ 7.75 8000 cubic yard Total price \$ 62,000.00
Includes drilling & shooting
Mobilization (if not included in ton/yard price) \$ 3,000.00

Section 02630 – Base Aggregate

Comply with Section 02630 of the Standard Specifications supplemented or modified as follows:

02630.10 Dense-Graded Aggregate – (a) Grading – Delete Table 02630-1 and replace with the following:

**Table 02630-1
Grading Requirements for Dense-Graded Aggregates**

Sieve Size	Separated Sizes						
	4"-0	2 1/2"-0	2"-0	1 1/2"-0	1"-0	3/4"-0	3/8"-0
	Percent Passing (by weight)						
4"	95-100						
3"		100					
2 1/2"		95-100	100				
2"	65-85		95-100	100			
1 1/2"				95-100	100		
1 1/4"		55-75					
1"			55-75		90-100	100	
3/4"				55-75		90-100	
1/2"					55-75		100
3/8"						55-75	90-100
1/4"	15-35	30-45	30-45	35-50	40-55	40-60	25-75
#10	*	*	*	*	*	*	0-35

* Of the fraction passing the 1/4-inch sieve, 40% to 60% shall pass the No. 10 sieve.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

DUTY TO DEFEND

Paragraph a. of SECTION I — COVERAGE A and COVERAGE B is replaced by the following:

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal injury and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. Our duty to defend begins once you notify us of a "suit" as described in SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.b. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage", or "personal injury or advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGES A

or B or medical expenses under COVERAGE C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B.

EMPLOYERS LIABILITY

The last paragraph of exclusion e. of SECTION I — COVERAGE A is replaced by the following:

This exclusion does not apply to liability assumed by the insured under an "insured contract" except for that part of a contract or agreement that indemnifies any person or organization for their sole liability.

WRONGFUL EVICTION

The following exclusion is added to SECTION I — COVERAGE B:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises arising out of any:

- (1) "property damage" to the room, dwelling or premises; or
- (2) "bodily injury" sustained through occupancy of a room, dwelling or premises.

ADDITIONAL INSURED — E WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to **SECTION II — WHO IS AN INSURED:**

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

(1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

(a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;

(b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;

(2) Your ongoing operations for that insured, whether the work is performed by you or for you;

(3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality;

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

e. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

f. No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

g. The defense of any claim or "suit" must be tendered as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

h. The insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract, agreement or permit.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of **SECTION I — COVERAGE A** is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented

277X

or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When Damage To Premises Rented To You Limit is shown in the Declarations, SECTION I — COVERAGE A, exclusion J., is replaced by the following:

J. Damage To Property

CG 88 74 12 07

Page 3 of 5

EP

C-AG-14-PRINT001-1374-0133-D

"Property Damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in SECTION III — LIMITS OF INSURANCE. Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of Section III is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the higher of \$200,000 or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED — MANAGERS

The following is added to Paragraph 2.a. of SECTION II — WHO IS AN INSURED:

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — INDEMNITEES AND ADDITIONAL INSURED

Paragraph 2.f.(1) (d) of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- (d) Cooperate with us with respect to coordinating other applicable insurance and self-insured retention available to the indemnitee; and

EMPLOYEES AS INSURED — HEALTH CARE SERVICE

Paragraph 2.a.(1) d. of SECTION II — WHO IS AN INSURED is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Paragraph 3.a. of SECTION II — WHO IS AN INSURED is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of SECTION I — COVERAGE A is amended to read:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

INCREASED MEDICAL EXPENSE LIMIT

The medical expense limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS Duties In The Event Of Occurrence, Offense, Claim Or Suit of:

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

INSURED CONTRACT

The following definition is added to SECTION V — DEFINITIONS, Definition 9. "insured contract" paragraph f.:

- (4) That part of any contract or agreement that indemnifies any person or organization for the indemnitee's sole tort liability.

OTHER INSURANCE

The first paragraph of Other Insurance of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced with the following:

If other valid and collectible insurance, or any self-insured retention, is available to the insured for a loss we cover under COVERAGE A or B of this Coverage Part, our obligations are limited as follows:

METHOD OF SHARING

The second paragraph of 4.c. Method of Sharing of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced with the following:

If any of the other insurance does not permit contribution by equal shares or is subject to a self-insured retention, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance or self-insured retention or both combined to the total applicable limits

of insurance of all insurers at the amount of any self-insured retention.

our right to collect additional premium or exercise our right of cancellation or non-renewal.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

LIBERALIZATION CLAUSE

The following is added to Paragraph 6. Representations of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The following paragraph is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

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C-AG-14-PRINT001-1314-0125-0

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 22, 2020

Issue/ Agenda Title: Sheriff's Office – Generator Replacement

Category: Consent Calendar

Prepared By: Jill Culver, Staff Assistant

Presented By: David Dieffenbach, Capital Improvement Projects Manager

Issues Before the Commission: Approve staff to purchase a new generator for the Sheriff's Office at 1190 SE 19th Street, Warrenton, OR.

Informational Summary: The generator purchase will be based on a National Cooperative Purchase Agreement with Sourcewell who manages NJPA, a National Joint Powers Alliance contract. Sourcewell has completed a procurement process that allows government agencies to purchase products at discounted rates. The County completed a Membership Agreement with NJPA in 2014 (C5538) allowing us to purchase items based on the agreement. The Sourcewell contract #98089 is with Caterpillar Inc., the dealer is Peterson Power Systems. The RFP was advertised in the Portland Daily Journal of Commerce.

The Generator purchase is necessary to allow continued operation of the Sheriff's Office due to current generator needing extensive repairs.

Fiscal Impact: The purchase has been budgeted in the Special Projects for the 2020-2021 Budget.

Options to Consider:

1. Authorize the County Manager to sign the Purchase Order to procure the generator from Peterson Power Systems, the authorized dealer for Caterpillar Inc.
2. Request staff return to the board with additional information.
3. Reject request to purchase generator and direct staff to re-bid.

Staff Recommendation: Option # 1

Recommended Motion:

"I move that the Board authorize the County Manager to sign the Purchase Order to procure the generator from Peterson Power Systems not to exceed \$52,480.00.

Attachment List

- A. Generator Quote and Warranty information from Peterson Power Systems.
- B. Sourcewell member agreement and related documents.
- C. Certificate of Liability Insurance.

PETERSON



Reference (Job Name): **Clatsop County Sheriffs Office
(Sourcewell Mem. #98089)**

Quote #: **30724769 REV1**

Sourcewell Contract # **120617-CAT**

Date: **June 22, 2020**

Contact Name: David Dieffenbach

Company Name: Clatsop County

Address:

City, State, Zip: Astoria, OR

Dear David,

Thank you for the opportunity to propose new Caterpillar power equipment from Peterson Power Systems. Selecting Caterpillar equipment assures you of durable, reliable, and high quality products. Choosing Peterson assures you detailed customer service throughout the purchase, start up, and ownership process.

I am pleased to quote as follows:

Item	Qty	Description	Unit Price	Ext. Price
1	1	CAT Model G80-2 80kW Outdoor Packaged Standby Generator Set 120/208 volts, three phase, 60hz, 1800 rpm, including: UL2200 EPA Certified for Stationary Emergency Use Natural Gas EMCP 4.2 Control Panel NFPA 110 Local Alarm Panel Circuit Breakers 1 x 400A 100% Rated Main Breaker, w/ shunt trip and aux contacts PMG Excitation Jacket Water Heater DC Charging Alternator Starting Motor AC Battery Charger Starting Batteries w/ Rack Seismic Vibration Isolators 4 Year Extended Manufacturers Warranty Standard Package Genset Test Operation and Maintenance Manuals Freight: FOB Jobsite Fuel provided by others	52,480.00	52,480.00
2	1	Cat Outdoor Enclosure Sound Attenuated, Weather Protected, Color CAT White Sound Level 1 Rated at 75 dBA @ 23 feet	Included	-

PETERSON



Reference (Job Name): **Clatsop County Sheriffs Office
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Sourcewell Contract # **120617-CAT**

Date: **June 22, 2020**

3	1	Start Up, Testing, and Commissioning Services Genset start-up, testing and commissioning services Performed during regular business hours Standard start up includes: fuel alarm setup, interconnect wiring verification 2 hour, 0.8 PF Load Bank Test w/50' cable standard length Fuel not included	Included	-
4	1	Training One 2 hours on site session w/ owner's representatives during regular business hours	Included	-
5	1	Installation Turn key removal and installation	Included	-
SOURCEWELL #98089 DISCOUNTED BASE BID – Subtotal F.O.B. jobsite less sales tax				52,480.00

Notes (N), Deviations (D), Exceptions (E):

(N) Fuel not included

Dimensions: Estimated L x W x H of generator, enclosure and fuel tank assembly

Length	Width	Height
104"	44"	63"

Weight: Estimated pounds of assembled generator, enclosure and fuel tank 3,200 lbs

Equipment Available: Estimated weeks after submittal approval 16-19

Submittal Availability: Estimated 2-4 weeks

Freight: FOB Jobsite. Off loading, crane, rigging, and installation included in total pricing.

Credit: Order subject to approval. Ten percent (10%) down with order, twenty five percent (25%) due at submittal approval, and sixty five percent (65%) due at delivery of equipment. Payment due net 30 days from date of invoice.

The Peterson logo features the word "PETERSON" in a bold, italicized, black sans-serif font on a yellow background.

Reference (Job Name): **Clatsop County Sheriffs Office
(Sourcewell Mem. #98089)**

Quote #: **30724769 REV1**

Sourcewell Contract # **120617-CAT**

Date: **June 22, 2020**

Standard Exclusions (unless expressly provided for in writing in the quote):

- All off engine piping, hangers, flanges, gasket, bolts, insulation, other materials and labor to install.
- Items noted are "shipped loose" for contractor installation including any required interconnecting piping or to customer connections.
- Permits: Any and all permit applications or costs including but not limited to local City, County, State and AQMD. Peterson Power will provide information as requested for use with permit application but assumes no responsibility or obligation to apply for or obtain subject permits. Peterson Power has provided equipment that to the best of our knowledge complies with all local, state and federal requirements.
- Testing: Any and all associated testing, inspection, equipment, and certifications requested or required to be performed by a third party including circuit breaker coordination, system commissioning or building load testing. Not limited to NETA testing, infrared scanning, harmonic content or other 3 party agency testing of switchgear, switchboards, protective relays, circuit breakers, arc flash studies and reactive load testing.
- Additional items that may be required by local utility for interconnection and parallel operation.
- Electrical, Mechanical, Civil, and Structural professional engineering and design services. Peterson is not responsible for systems design or engineering and does not guarantee system performance standards. Peterson will provide documentation and assistance to others responsible for engineering, design and performance.
- Engineering services other than supply of Peterson Power Systems standard drawings, equipment cut-sheets and controls per quoted scope of supply.
- Startup and Commissioning service charges other than as noted in the quoted scope of supply. Additional field or shop labor including travel costs to/from the jobsite will be quoted and charged separately at time of requested services.
- Balance of plant equipment, controls, and monitoring except as quoted.
- All fuel system piping and equipment not limited to: supply, return, venting, vent extensions, flame arrestors, coolers, valves, pumps, filters, storage tank and senders external to the generator set package. All fuel for testing and initial fill and on site fuel tank pressure testing.
- Intake and exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound baffles, all off engine piping, connectors, labor, and coolant for remote cooling systems.
- All off engine wiring, field terminations of wiring, lugs and connectors.
- Mounting bolts and anchors.
- Environmental Protection Agency (EPA), local air quality district or Authority Having Jurisdiction (AHJ), including acoustical.
- All protective relay settings, breaker settings, PLC programming and all other device programming.
- Site specific labeling, exhaust back pressure, vibration analysis and airflow restriction.
- Any bonds, payment, or performance bond or other type of bond.
- Any application sales tax, permits, fees, or licenses.
- All items listed above are excluded and will only be supplied by Peterson Power Systems if agreed upon, in writing, by sales representative for Peterson.

PETERSON



Reference (Job Name): **Clatsop County Sheriffs Office
(Sourcewell Mem. #98089)**

Quote #: 30724769 REV1

Sourcewell Contract # 120617-CAT

Date: June 22, 2020

Quote Term, Scope:

The Quote is valid for 30 days. The price is firm provided drawings are approved and returned within 30 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, or fuel, unless otherwise stated.

Thank you for considering Peterson Power Systems. Please contact me with any questions regarding this proposal. I am available to discuss design

Sincerely,

Scott Posey
PPSI Sales Rep
503-718-8650

Accepted By:

Signature

Date

Printed Name

Company Name

Purchase Order #



Reference (Job Name): Clatsop County Sheriffs Office (Sourcewell Mem. #98089)

Quote #: 30724769 REV1

Sourcewell Contract # 120617-CAT

Date: June 22, 2020

Standard Commercial Terms and Conditions

- Conditions.** These Terms and Conditions (collectively, "Terms") together with the Quote, Sales Order and/or Credit Application on the front side, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in this Agreement and Peterson Power Systems, Inc. ("Peterson") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ("Equipment") identified in this Agreement.
- Quote Term, Scope:** The Quote is valid for 30 days. The price is firm provided drawings are approved and returned within 30 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, fuel, or permits unless otherwise stated.
- Order and Delivery of Equipment.** Any and all references to dates or delivery are for planning and scheduling purposes only. No guaranty is stated or implied, retention and or back charges are expressly excluded. All orders for equipment are subject to credit approval, which is subject to final acceptance by Company in its sole discretion. Peterson will exercise commercially reasonable efforts to meet any performance dates set forth in the Agreement, but Customer understands and agrees that any such dates are estimates only and failure by Peterson to deliver any equipment by such date shall not be deemed a breach of the sales agreement. Company will have no liability for any loss associated with the delay in the delivery of equipment, additionally, Peterson will not be deemed in breach of its obligations under this Agreement or otherwise liable to Customer or any third party for any costs, charges, losses sustained or incurred by Customer or applicable third party for any delay in the delivery or equipment arising out of, caused by or in any way related or connected with any circumstances beyond Peterson's control, including, but not limited to delays caused by acts or omissions to acts by Customer or its Agents (defined below), acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements. As used herein, the term "Agents" means principals, employees, contractors, subcontractors, consultants, agents, representatives and any persons within the direction or control of Customer or acting on behalf of or for the benefit of Customer.
- Customer's Obligations.** Customer shall comply with Applicable Law (defined below) in connection with its use, handling, maintenance, storage and operation of the machinery and equipment and shall cause its Agents to comply with all such Applicable Law. As used herein "Applicable Law" means all applicable federal, state and local laws pertaining to its covenants and obligations under the Agreement and its performance of the same, together with these Terms and all rules, regulations, standards, procedures and protocols pertaining or related to the equipment and each and all of them, subject to the Agreement, as stated or endorsed by Company or the manufacturer of such applicable equipment. Customer shall cooperate with Peterson in all matters relating to the sale and delivery by Peterson of the equipment. The representations and warranties of Customer under this Agreement, including, but not limited to, the foregoing, shall survive any expiration or termination of this Agreement.
- Cancellation; Charges.** If Customer cancels all or a portion of this Agreement after its release to Peterson, written cancellation notice is required.

Calendar Days	Cancellation Schedule	Cancellation Charge
From	To	Percent of Order
Order	15 ARO	5
16 ARO	30 ARO	10
31 ARO	60 ARO	20
61 ARO	91 before RTS	70
90 before RTS	On/after RTS	90

ARO – After receipt of order, RTS – Ready to ship



Reference (Job Name): **Clatsop County Sheriffs Office
(Sourcewell Mem. #98089)**

Quote #: **30724769 REV1**

Sourcewell Contract # **120617-CAT**

Date: **June 22, 2020**

- 6 **Pricing:** Unless expressly provided for in writing on a quote, pricing for future orders is subject to change without notice. Unless otherwise stated pricing and risk of loss for purchased equipment is FOB Peterson's site. If purchased equipment is shipped FOB factory, pricing and risk of loss is the responsibility of the customer and any claims for shortages, damages, or delays must be made by Customer direct to the carrier.
- 7 **Taxes:** Customer will promptly pay to Peterson any taxes that Peterson is required to collect with respect to the purchase of the equipment or any amounts payable by Customer under the Agreement, including, but not limited to, value added, personal property, sales, use, excise and similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity (collectively, "Taxes"). For any Taxes on which Customer claims exemption, Customer must provide Peterson with properly completed exemption certificates and any documentation needed to validate the exemption. If Customer refuses or fails to provide an appropriate exemption certificate and supporting documentation, as determined by Peterson, Customer will remain liable for all such Taxes. Customer will indemnify, defend and hold harmless Peterson for any and all claim, loss or liability related to Taxes for the equipment. To the extent any taxing authority audits Peterson and assess any taxes related to this purchase, the Customer shall provide proper documentation to support that such taxes have been paid, and will be responsible for any unpaid assessments, interest, penalties, withholdings, defense cost and/or reimbursement to Peterson of defense cost.
- 8 **Freight:** Freight costs indicated in the Agreement/Quote are estimated and subject to change. Any delivery, shipping, installation or performance dates indicated in this Agreement/Quote are estimated and not guaranteed. Peterson shall use best efforts to meet estimated dates, but shall not be liable for any delay in delivery, shipping, installation or performance, however occasioned.
- 9 **Title, Risk of Loss:** Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.
- 10 **Inspection and Acceptance:** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Peterson within five (5) days from date of delivery after which time Equipment shall be deemed accepted. Peterson shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction. Customer may reject the Equipment (but shall protect the Equipment until returned to Peterson) or allow Peterson another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.
- 11 **Payment Terms, Credit, Retainage:** For Customers with an open credit account with Peterson, payments terms are 10% with order, 25% due at submittal approval, and 65% at delivery of material unless otherwise stated in the proposal. Payment due Net 30 from the date of invoice. For Customers who do not have an open credit account with Peterson, progress payments with full payment in advance may be required. Peterson may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold equipment until receipt of full payment then owing by Customer to Peterson, whether such outstanding obligation of Customer is for the equipment described on the reverse side or otherwise. If payment is not received when due, in an addition to any rights Peterson has under the law and charges that Peterson may levy against Customer under statute (including attorney fees and costs of collection), Peterson may charge customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless accepted and confirmed in writing by Peterson prior to shipment.
- 12 **Invoice, Fees and Expenses:** Failure to notify Peterson in writing of any dispute regarding an invoice within thirty (30) days of receipt thereof will be deemed a waiver by Customer of Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced is and will be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counter-claim.
- 13 **Bonds:** Cost for any required bid bond, payment and performance bond, or any other type of bond will be reimbursed to Peterson by Customer.
- 14 **Permits, Fees, & Licenses:** Cost for any permits, fees, and licenses are the responsibility of the customer and if paid for by Peterson, will be reimbursed to Peterson by Customer.
- 15 **Temporary Storage of Equipment Purchase:** Whereas Customer has purchased the equipment listed in this agreement from Peterson, and Customer has requested that Peterson provide storage for the equipment until such time as Peterson has the equipment delivered to their site, Customer will pay Peterson a monthly storage fee, and Exhibit A will be applicable and incorporated in these Terms.

The logo for Peterson Power, featuring the word "PETERSON" in a bold, italicized, black sans-serif font on a yellow background.

Reference (Job Name): **Clatsop County Sheriffs Office
(Sourcewell Mem. #98089)**

Quote #: **30724769 REV1**

Sourcewell Contract # **120617-CAT**

Date: **June 22, 2020**

- 16 **Training, Startup Services, Installation:** Startup services, load bank testing, commissioning, and owner training are not provided, unless otherwise stated in the quote. Site startup services require customer's account be current and will be performed during regular Peterson business hours, Monday through Friday. Additional charges may be added for work requested to be done outside normal business hours, on weekends or holidays. One visit for startup is allowed unless specified otherwise in the quote. A minimum of two weeks prior notice is required to schedule site startup and subject to availability of startup technicians and prior commitments of equipment. A signed site check sheet confirming system readiness is required, including and not limited to; wire termination, fuel lines connected, fuel tank full, and exhaust system complete. Peterson personnel may perform an installation audit prior to startup being completed to assure system readiness for startup. Any issues identified by the installation audit may be corrected at the customer's expense prior to startup. Portable load banks for site test (if offered in the Quote) are equipped with only 50 feet of cable. Additional lengths may be arranged at an extra cost. Installation of equipment is performed by others and not included unless otherwise stated in the quote.



Reference (Job Name): Clatsop County Sheriffs Office
(Sourcewell Mem. #98089)

Quote #: 30724769 REV1

Sourcewell Contract # 120617-CAT

Date: June 22, 2020

17 **Warranties:**

(a) Equipment. For new equipment purchased by Customer from Peterson, Customer understands and acknowledges that (i) Peterson is not the manufacturer of the equipment or any parts thereof; (ii) Peterson does not and will not have any liability or responsibility to Customer or any third party with respect to any warranty for the Goods, except that Peterson will pass through to Customer the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) any claims Customer or its Agents may have with respect to the manufacturer's warranty shall be made solely against the manufacturer. Notwithstanding anything contained to the contrary in this Agreement, including this Section 17(a), Peterson makes no representation or warranty as to the equipment, its condition, purpose or use, or as to any manufacturer's warranty for such Goods.

(b) Extended Protection or Coverage. Customer acknowledges that Customer may have the option of purchasing an equipment protection plan or extended services coverage (each, an "Extended Protection Plan") and Customer agrees that if an Extended Protection Plan is available and purchased by Customer at the time of sale, the Extended Protection Plan will be subject to the terms, conditions and exclusions contained in such applicable Extended Protection Plan.

(c) Disclaimer of Warranties. Except as may be expressly described in the Agreement and these terms, company makes no warranty of any nature, scope or kind whatsoever hereunder. Peterson disclaims any warranty, express or implied, including, but not limited to, any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. Peterson is neither a manufacturer of the goods or any parts thereof nor an agent of a manufacturer of such goods. Although Peterson may administer warranties issued by a manufacturer, Customer acknowledges and agrees that: (1) any express warranties by such manufacturer are not the responsibility of Peterson; (2) such manufacturer's warranty may contain limitations; and (3) Customer may incur certain repair, transportation or other charges by Peterson which are not covered by such manufacturer's warranty. Any warranty by Peterson shall be null and void and have no legal effect if Customer has failed to pay for the equipment at issue. Except for any express warranties contained hereunder, no other representation or warranty of any kind or nature will be binding on or obligate Peterson.

18 **Limitation on Warranties:** Peterson expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness or a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Peterson. Some states do not allow limitation on warranties, so these limitations may not apply to you. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to application guidelines; (b) normal wear and tear; (c) improper and/or unauthorized installation; (d) negligence, accidents or misuse; (e) lack of maintenance or unauthorized repair; (f) noncompliance with any Peterson published guideline or policy; (g) use of improper or contaminated fuels, coolant or lubricants; (h) improper storage before and after commissioning; (i) owners delay in making Equipment available after notification of potential equipment problem; (j) replacement parts and accessories not authorized by Peterson; (k) owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; over fueling; over speeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage; starting, warm-up, run-in or shutdown practices, or (l) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

19 **Limitation of Liability:**

(a) IN NO EVENT SHALL PETERSON, ANY PETERSON ENTITIES, AFFILIATES OR ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS OR SUCCESSORS OR ASSIGNS (collectively, "Company Party") BE LIABLE TO CUSTOMER, ITS AGENTS OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING WHETHER OR NOT THAT PARTY WAS AWARE OF THE POSSIBILITY OF THOSE DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS AGREEMENT.

(b) EXCEPT FOR DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE SALE OR DELIVERY BY PETERSON OF THE GOODS, OF ANY EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF PETERSON OR ANY COMPANY ENTITY OR THE PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF COMPANY OR ANY COMPANY ENTITIES, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PETERSON OR ANY PETERSON PARTY ARISING OUT OF THIS CSA EXCEED THE LESSER OF THE AMOUNT CUSTOMER HAS ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT FOR THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE SUBJECT CLAIM OR TEN MILLION DOLLARS \$10,000,000.

(c) THE PARTIES AGREE THAT THIS SECTION 19 REPRESENTS A REASONABLE ALLOCATION OF RISK.

(d) THE PROVISIONS OF THIS SECTION 19 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.



Reference (Job Name): Clatsop County Sheriffs Office
(Sourcewell Mem. #98089)

Quote #: 30724769 REV1

Sourcewell Contract # 120617-CAT

Date: June 22, 2020

20 **Indemnification:** Neither Peterson nor any Peterson Party will be responsible for any loss or injury resulting from the condition of the Goods sold, including, but not limited to, any defects in the equipment or from the subsequent use of the equipment. Customer expressly agrees as a condition of the purchase and sale of the equipment that Customer will indemnify, defend and hold harmless Peterson and any applicable Peterson Party from and against any and all claims that may hereafter at any time be asserted by any subsequent owner or user of the items sold hereunder or asserted by any agent, contractor, employee, heirs, or successor or assigns of such owner or user or by any third party arising from the condition of the equipment, including but not limited to, any purported defect in the equipment or parts thereof, or by reason of the use of the equipment. Customer agrees to assume all responsibility in connection with the equipment upon delivery thereof to Customer or to a common carrier.

Customer shall indemnify and hold harmless Peterson and the Peterson Party from and against any and all losses, expenses, demands, and claims made against Peterson by Customer, its Agents, any subsequent owner or user of the equipment or any persons claiming under or through such persons because of injury or illness (including death), actual or alleged, whether caused by the sole negligence of Customer, its Agents, such subsequent owner or user or person claiming under or through such persons (the "Customer Parties"), the concurrent negligence of Peterson with Customer, or any Customer Parties arising from, resulting from, or in any way connected with the operation, maintenance, possession, use, transportation, or disposition of the equipment. Customer agrees to defend any suit action or cause of action brought against Peterson or the Peterson Party based on any such alleged injury, illness, or damage and to pay all damages, costs and expenses including reasonable attorney's fees in connection therewith or resulting therefrom.

21 **Force Majeure:** Peterson shall not be liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond Peterson's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, Bankruptcy, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, and inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage.

22 **Privacy Statement:** Customer consents to the collection, use, retention and disclosure of information by Peterson and/or a Peterson Party in accordance with Peterson's Privacy Statement, which is posted on Peterson's website (as such statement may be revised from time to time), and agrees that such information may be accessed by Peterson or a Peterson Party and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf.

23 **Entire Agreement:** This Agreement and the exhibits and attachments hereto, represent and constitute the entire agreement between the parties, may only be amended in writing signed by both parties, and supersede all prior agreements and understandings with respect to the matters covered by this Agreement.

24 **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

25 **Severability:** If any provision of this Agreement is found unenforceable or invalid, the remainder of the Agreement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

26 **Counterparts:** This Agreement may be executed in any number of counterparts, including facsimile, PDF and other electronic copy, each of which when taken together shall constitute one instrument. No counterpart shall be effective until each Party has executed at least one counterpart.

27 **Assignment:** Neither Party may assign, convey or transfer this Agreement, or any portion thereof, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, except that Peterson may assign this Agreement or any portion thereof without the prior consent of Purchaser to a person or entity controlling, controlled by or affiliated with Peterson or its parent company.

28 **No Waiver:** A waiver of any term, right or condition of this Agreement by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

29 **Relationship of the Parties:** No employment, agency, joint venture, or similar arrangement is created or intended between Customer and Peterson.



Reference (Job Name): **Clatsop County Sheriffs Office
(Sourcewell Mem. #98089)**

Quote #: **30724769 REV1**

Sourcewell Contract # **120617-CAT**

Date: **June 22, 2020**

- 30 **Construction:** Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The provisions of this Agreement and the documents and instruments referred to herein, have been examined by the parties and no implication shall be drawn nor made against any party hereto by virtue of drafting this Agreement. The term "including" used herein shall mean "including, but not limited to". The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein. Each Party acknowledges that they have read this Agreement, have had an opportunity to review with an attorney of their respective choice, and have agreed to all of its terms, including these Terms. Each Party agrees that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Agreement and that in the event of any ambiguity in any provisions of this Agreement, including any Exhibits or attachments or agreed upon Change Orders hereto and whether or not placed of record, such ambiguity shall not be construed for or against any Party hereto on the basis of such Party did or did not author the same.



Reference (Job Name): **Clatsop County Sheriffs Office**
(Sourcewell Mem. #98089)

Quote #: 30724769 REV1

Sourcewell Contract # 120617-CAT

Date: June 22, 2020

- 31 **No Third Party Beneficiaries:** Unless otherwise expressly provided, no provisions of this Agreement are intended or will be construed to confer upon or give to any person or entity other than Customer and Peterson any rights, remedies or other benefits under or by reason of this Agreement.
- 32 **Attorneys' Fees, Enforcement Costs and Expenses:** If any claim or action is brought by either party hereunder against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief granted, reasonable attorneys' fees and the expense of litigation.
- 33 **Governing Law, Venue:**
(a) This Agreement and any attachments or documents related thereto shall be governed, construed and enforced in accordance with (i) the laws of the State of California, excluding conflict of law rules, for all sales made or accepted by Peterson at its offices within such state, (ii) with the laws of the State of Oregon, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state, and (iii) with the laws of the State of Washington, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state. For agreements made or accepted by Peterson in the State of California, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Alameda County, California and the United States District Court for the Northern District of California, for the purposes of any action, proceeding, suit or claim arising out of this Agreement. For agreements made or accepted by Peterson in the State of Oregon, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Multnomah County, Oregon and the United States District Court for the District of Portland in Portland, Oregon. For agreements made or accepted by Company in the State of Washington, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Cowlitz County, Oregon and the United States District Court for the Western District of Washington in Seattle, Washington.
- (b) Each party irrevocably and unconditionally waives any objection to the laying of venue as described herein.
- 34 **Survival:** Notwithstanding anything contained herein to the contrary, Sections 7, 17(c), 19, 20, 21, 22, 30, 32, 33, and 34 will survive any termination or expiration of this Agreement.

Cat® Extended Service Coverage (ESC)

4 EASY STEPS TO PROTECT YOUR STANDBY GENERATOR SET

Your operation depends on reliable power. That's why you trust Cat® generator sets. With Cat Financial Insurance Services, you get service coverage that's just as durable and long-lasting. ESC for **new, used and overhauled standby generator sets** protects your investment and your peace of mind. Choosing coverage is as easy as following these four steps.

1 CHOOSE FROM A VARIETY OF COVERAGE OPTIONS

First, extend your protection beyond the original factory warranty by choosing the coverage option that's right for your situation.

NEW ESC	Coverage for electric power standby generator sets is available in 36- to 120- month terms, in 12-month increments, if purchased before the end of your original factory warranty.
ADVANTAGE ESC	Coverage is available after the end of the original factory warranty in 12- to 60-month terms, in 12-month increments, and before the first overhaul. Your standby generator set is eligible if: <ul style="list-style-type: none">> It's less than four years from delivery date and accumulated less than 3,000 hours total use since new, OR> It's less than 10 years from build date AND currently enrolled in New ESC or Advantage ESC, OR> It's less than 10 years from build date AND currently covered by an authorized Cat dealer Customer Support Agreement (CSA), OR> It passes a qualifying inspection performed by an authorized Cat dealer in accordance with the Advantage Certification Inspection Worksheet.
OVERHAUL PROTECTION FOR COMMERCIAL (OPC) ESC	Coverage is available in 12- to 60- month terms, in 12-month increments. Your standby generator set is eligible once a qualifying overhaul has been completed by an authorized Cat dealer in accordance with the OPC Certification Worksheet.

2 IDENTIFY YOUR COVERAGE NEEDS

Next, identify the age and current operating hours of your generator set since delivery or overhaul. Then calculate your annual hours of use to choose the best ESC coverage terms to fit your needs.

BUILT FOR IT.

Agenda Item #9.

CAT

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3 SELECT YOUR COVERAGE LEVEL

Then, choose from our Silver, Gold, Platinum or Platinum Plus coverage levels to get the exact amount of protection you need based on the Coverage Matrix¹ and Additional Allowances.

COVERAGE MATRIX¹- PLATINUM PLUS

Cooling System	Silver	Gold	Platinum ²
Thermostat Housing	✓	✓	✓
Water Manifold Housing	✓	✓	✓
Jacket Water Precooler	✓	✓	✓
Jacket Water Pump		✓	✓
Thermostat			✓
Radiator & Fan			✓
Fuel System			
Steel Fuel Lines	✓	✓	✓
Fuel Shutoff Solenoid	✓	✓	✓
Fuel Injectors		✓	✓
Fuel Transfer Pump & Housing			✓
Fuel Priming Pump			✓
Fuel Transfer Pump			✓
Lubrication System			
Pan, Pump Cooler	✓	✓	✓
Crankcase Breather			✓
Engine Oil Pump Drive			✓
Prelubrication Pump			✓
Electric System			
Control Module (ECM)	✓	✓	✓
Sensors: All Engine Sensors	✓	✓	✓
Wiring Harness & Connectors			✓
Starter			✓
Engine Alternator			✓
Alternator End			
Alternator, including Rotor, Stator and Exciter	✓	✓	✓
Generator Controls		✓	✓
Power Center		✓	✓

Air Induction & Exhaust	Silver	Gold	Platinum ²
Exhaust Manifolds, Studs & Gaskets	✓	✓	✓
Inlet Air Heater Relay	✓	✓	✓
Intake Manifold	✓	✓	✓
Turbocharger(s)		✓	✓
Air-to-Air Aftercooler Cores			✓
Muffler/Exhaust System			✓
Exhaust Guards			✓
Diesel Oxydation Catalyst			✓
Short Block			
Cylinder Block Casting	✓	✓	✓
Crankshaft	✓	✓	✓
Connecting Rod Assembly	✓	✓	✓
Piston, Wrist Pin, Retainer Clip & Piston Rings	✓	✓	✓
Idle and Timing Gears			✓
Accessory Drive			✓
Cylinder Head			
Cylinder Head	✓	✓	✓
Intake & Exhaust Valves	✓	✓	✓
Valve Mechanism	✓	✓	✓
Camshaft, Camshaft Bearings, Key, Gear	✓	✓	✓
Front & Rear Covers			
Front Cover/Plate/Housing/Gears & Gaskets	✓	✓	✓
Vibration Damper	✓	✓	✓
Flywheel Housing & Gasket	✓	✓	✓
Crankshaft Front & Rear Seal			✓
Optional Aftertreatment Coverage			
Diesel Particulate Filter	✓ ³	✓ ³	✓ ³
Selective Catalytic Reduction	✓ ³	✓ ³	✓ ³

1 This Coverage Matrix is for reference only and does not represent a complete list of covered components. For additional information, please reference the appropriate ESC contract.

2 Platinum level coverage covers all as-shipped consist from the factory with Cat part numbers. Some exclusions may apply.

3 Recent emissions-compliant engines or generator sets may be equipped with a Diesel Particulate Filter (DPF) and/or a Selective Catalytic Reduction (SCR). We offer coverage at an additional costs on these emissions components. Silver, Gold, Platinum or Platinum Plus base level coverage is required.

Platinum Plus coverage covers all components covered by Platinum coverage plus additional Cat components, having a Cat part number, installed by an authorized dealer and approved using the Platinum Plus Additional Coverage Component List and Approval Verification form.

ADDITIONAL ALLOWANCES

Engine Displacement ⁴	Travel/Mileage Limitations		Emergency Freight	Rental ⁵		Crane & Rigging ⁶	Overtime
	Silver, Gold, Platinum	Platinum Plus Only	All Coverage Levels	Platinum Only	Platinum Plus Only	Platinum Plus Only	Platinum Plus Only
Up to 4 liters	2 hr/100 mi	10 hr/500 mi	\$500	\$2,500	\$5,000	\$1,000	\$1,500
Over 4 liters up to 7.5 liters	4 hr/200 mi	10 hr/500 mi	\$500	\$5,000	\$10,000	\$1,000	\$1,500
Over 7.5 liters up to 34 liters		10 hr/500 mi	\$500	\$10,000	\$20,000	\$5,000	\$1,500
Over 34 liters	8 hr/320 mi	10 hr/500 mi	\$500	\$15,000	\$40,000	\$12,500	\$1,500

4 Please refer to the generator set spec sheets for particular engine displacement.

5 Allowance is granted if covered failure repairs cannot be completed within 96 hours (for Platinum) or 48 hours (for Platinum Plus) of the authorized dealer technician's initial visit.

6 Allowance is granted if covered failure repairs cannot be completed within 48 hours of the authorized dealer technician's initial visit.

4 PURCHASE AND REGISTER YOUR ESC

Finally, work with your local Cat dealer to complete the process—and get the protection and peace of mind you deserve.

This is a brief description of ESC. It is subject to change without notice. In case of conflict, the ESC contract will govern.

Agenda Item #9.

All Rights Reserved

FOR IT, their respective logos, "Caterpillar Yellow," and the "Power Edge" trade dress, as well as any other marks used herein, are trademarks of Caterpillar and may not be used without permission.



Caterpillar® Offers Sourcewell Members Extended Service Contract with Purchase of Standby Generator Sets

Effective on delivery August 1, 2016, through December 31, 2020



A Complimentary Platinum 4 Year Extended Service Contract (ESC) is yours when you purchase a Cat® standby generator using the Sourcewell contract.

Now when you purchase a diesel generator set (excluding Tier 4) or gas generator set (450 kW and below) sold into standby applications, you'll receive a complimentary Platinum 4 Year ESC with no deductible. Run the generator up to 500 hours/year? It still qualifies as standby.

You may extend the ESC up to 10 years for an additional charge. Cat units are also eligible to upgrade to Platinum Plus Coverage.

(excludes prime rated, rental and Large gas products).

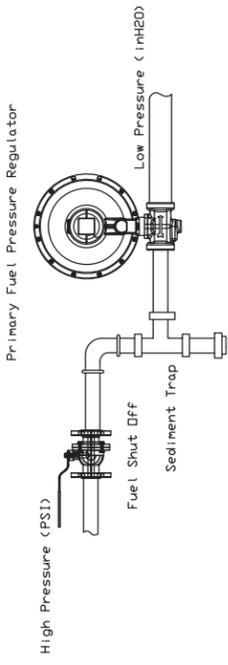
To learn more about Cat Electric Power, visit www.cat.com/powergeneration.



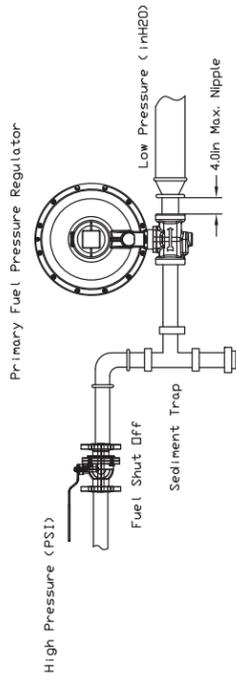
Call Sourcewell today at 1-888-894-1930, to identify your participating Cat Dealer, or visit the Sourcewell website for more information: <http://goo.gl/ne1JAE>. Reference Cat Sourcewell contract #120617

020816A

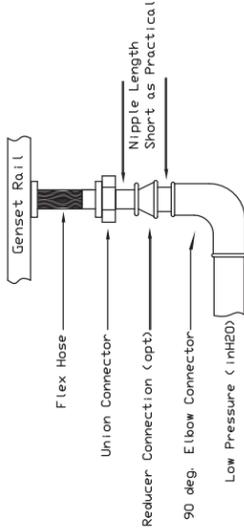
Agenda Item #9.



DETAIL A
Straight Pipe Run



DETAIL A-1
Bell-Up Pipe Run



DETAIL B
Flex Hose Connection

FUEL SYSTEM REQUIREMENTS

Utility High Pressure Fuel Supply
2.0 PSI Absolute Minimum,
15.0 PSI Maximum.
Note: Optimum pressure, 5 PSI.

Primary Fuel Pressure Regulator
Commercial/Industrial Rated

Shall be rated for Engine/Mechanized application,
2.0in Connectors (Inlet & Outlet).

Minimum CFH Rating of 1.5x Greater Than
the 100 percent Required Fuel Flow
Rating of the Genset. Calculated using
a Specific Gravity of 0.65 NG,
1.6 LPG-V.

6inH2O to 14inH2O Spring Rate.

Driftice Size dependent upon CFH
Flow Rate requirement of Genset.

Output Pressure to be set at
13.0inH2O.

Maximum Allowable Pressure Drop
from a static condition to full
load, shall not be equal to or
greater than 2.0inH2O.

Installed 6 to 10ft. from flex hose
connection, on the same side as the
flex hose connection.

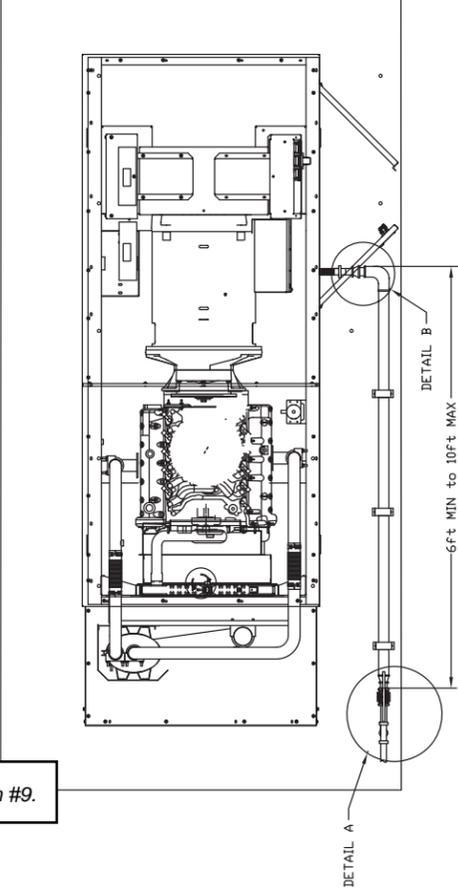
The Diaphragm case shall be orientated
in a Vertical Plane.

Flex Hose Connection

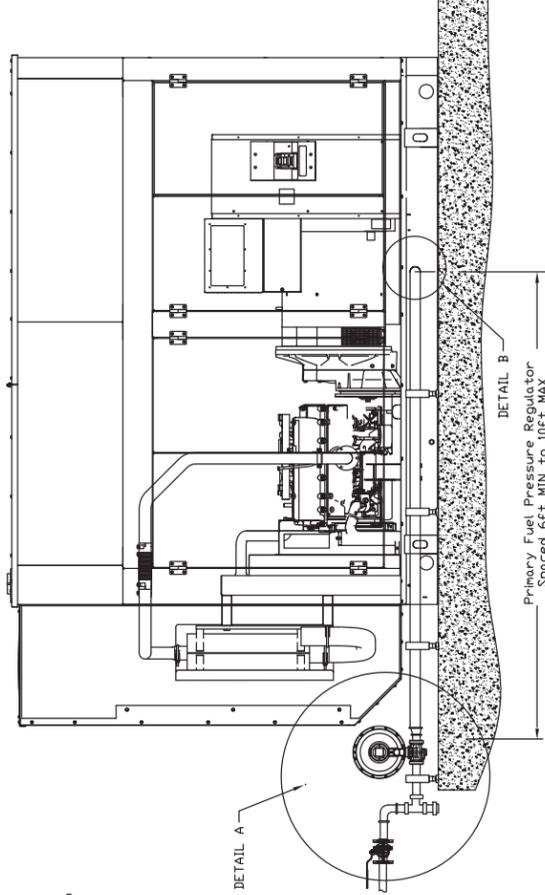
The flex hose shall be directly
connected to the genset inlet connector.
The flex hose shall be installed in a
straight line perpendicular to the
generator set rail with no bends or
kinks.

Sediment Trap and Fuel Shut Off Valve
A sediment trap shall be installed on the high
pressure side (inlet) of the Primary Fuel
Pressure Regulator.

A fuel shut off valve shall be installed on
the high pressure side (inlet) of the Primary
Fuel Pressure Regulator.



TOP VIEW



SIDE VIEW

FUEL SYSTEM LAYOUT REQUIREMENTS

Caterpillar, Inc.		FILE NAME	020816A.DWG	SIZE	B
CAT Compact Retail Gensets		SCALE	NA	FIRST USE	CAT Compact
NG or LPG-V FUEL TYPES		DWG NO.	REV		
SINGLE FUEL SYSTEM LAYOUT		020816A			
ISSUE DATE 02/08/2016		A			

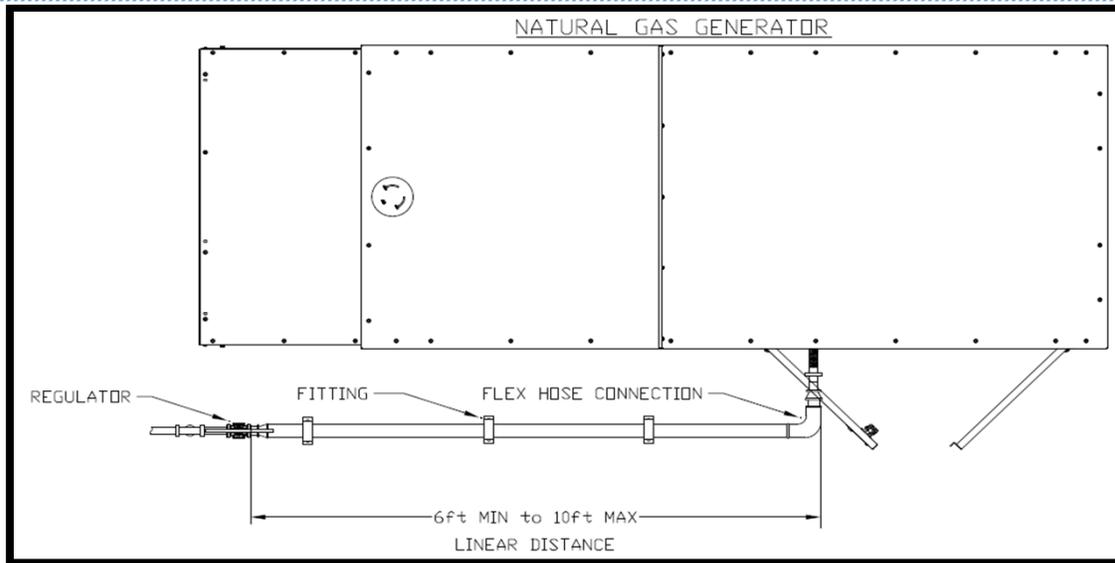
GASEOUS FUEL SUPPLY SYSTEM PIPING

LINEAR DISTANCE

- This is the distance between the outlet of the PRIMARY PRESSURE REGULATOR and the FLEX HOSE CONNECTION POINT.
- This value is the "STRAIGHT PIPE SECTION" of the pipe run installation.
- NOTE: The absolute minimum value is 6-ft of a properly sized pipe (See Picture Below)

TARGETED CFH RATING OF PIPING:

- The selected pipe size must have a flow rate equal to or greater than the 150% CFH (Cu Ft/Hr) rating.
- NOTE: This is the minimum flow rate that must be obtained!



PRIMARY PRESSURE REGULATOR

SIZING THE PRIMARY REGULATOR

- Inlet Pressure (Between 2-15 PSI. Preferred 5 PSI)
- Outlet Pressure: (14 In-H2O or .51 PSI)
- Outlet Pipe Size: 2-In Minimum. Size is based on a linear distance of 6-Ft.
- The primary regulator must be sized for at least 150% CFH of the generators required fuel consumption (at 100% load).
- **NOTE: 150% CFH = 1,392 CFH (1,392,000 BTU)**
- Spring Rating: (Between 6-14 In-H2O or .22-.51 PSI)

PRIMARY PRESSURE REGULATOR

- The primary pressure regulator shall provide no more than a 2 In-H2O pressure drop from the minimum flow to full flow (regulator droop).

OPERATING FUEL PRESSURE REQUIREMENTS

- The maximum allowable fuel system pressure drop, measured at the unit mounted test port, from a static condition to full load condition, shall not be equal to or greater than 2 in-H2O.
- EXAMPLE: If a unit has an operating fuel pressure range from 11 in-H2O to 14 in-H2O, the primary fuel pressure regulator shall have an output pressure set point of 12-inH2O.

INTERPRETING THE NATURAL GAS PIPE SIZING TABLE INFORMATION

8-LF of pipe with three (3) 90° elbows, one (1) tee, one(1) reducer and one(1) bell-up requires a 2-in diameter pipe

NATURAL GAS PIPE SIZING TABLE

LINEAR FT OF PIPE	PIPE FITTINGS & QUANTITY IN PIPE RUN						EQUIVALENT LENGTH (FT)	PIPE DIAMETER INCHES
	90° ELBOWS	TEE's	UNIONS	REDUCER	BELL-UP	VALVES		
6	1	1	0	1	1	0	25	2
6	2	1	0	1	1	0	30	2
6	3	1	0	1	1	0	35	2
7	1	1	0	1	1	0	25	2
7	2	1	0	1	1	0	30	2
7	3	1	0	1	1	0	35	2
8	1	1	0	1	1	0	25	2
8	2	1	0	1	1	0	30	2
8	3	1	0	1	1	0	35	2
9	1	1	0	1	1	0	30	2
9	2	1	0	1	1	0	35	2
9	3	1	0	1	1	0	45	2.5
10	1	1	0	1	1	0	30	2
10	2	1	0	1	1	0	35	2
10	3	1	0	1	1	0	45	2.5

PIPE LENGTH: 6 - 10 LF

EQUIVALENT LENGTH

- The generator set manufacture uses the "EQUIVALENT LENGTH", method to calculate the require pipe diameter size needed for a specific generator.
- The equivalent length method converts pressure losses inherent to pipe fittings into a "LENGTH OF PIPE", value which is added to the overall linear run of estimated pipe length to be used in the fuel supply system.
- The minimum equivalent length of any fitting or valve shall be equal to 1-ft.

SUPPLEMENTAL INFORMATION

- The following information is to provide assistance in planning gaseous fuel supply installations for generators.
- In **NO WAY** should this information be interpreted to conflict with any applicable fuel gas codes or local requirements / regulations.(i.e. NFPA-54: National Fuel Gas Code)
- Contact the local AHJ if questions arise. It is recommended that a local gas distributor or licensed installer be consulted when sizing and installing any gaseous fuel supply systems.



Caterpillar is leading the power generation marketplace with Power Solutions engineered to deliver unmatched flexibility, expandability, reliability, and cost-effectiveness.

Image shown may not reflect actual configuration

Specifications

Generator Set Specifications	
Rating	80 ekW (100 kVA)
Voltage	208 Volts
Frequency	60 Hz
Speed	1800 rpm

Generator Set Configurations	
Emissions/Fuel Strategy	U.S. EPA Certified for Stationary Emergency Application

Engine Specifications		
Engine Model	5.7L V8, 4-cycle	
Bore	101.6 mm	4.0 in
Displacement	5.7 L	350 in ³
Stroke	88.4 mm	3.48 in
Compression Ratio	9.4:1	
Aspiration	Turbocharged	
Governor Type	Electronic	
Fuel Type	Natural Gas	
Fuel Pressure Operating Range*	2.7 - 3.5 kPa	11 - 14 in. water

Package Dimensions**- Refer to Outline Drawing		
Length	2117 mm	83.3 in
Width	1000 mm	39.4 in
Height	1300 mm	51.2 in
Weight†	962 kg	2121 lb

*Optional fuel pressure options may be available, please contact your local dealer.

**Note: For reference only – do not use for installation design. Please contact your local dealer for exact weight and dimensions.

†Weight includes: Oversize generator, skid base, circuit breaker, oil, and coolant.



Benefits & Features

Generator

- Matched to the performance and output characteristics of engine
- Industry-leading mechanical and electrical design
- Industry-leading motor starting capabilities
- High efficiency

Cat® EMCP Control Panel

The EMCP 4 controller features the reliability and durability you have come to expect from your Cat equipment. EMCP 4 is a scalable control platform designed to ensure reliable generator set operation, providing extensive information about power output and engine operation. EMCP 4 systems can be further customized to meet your needs through programming and expansion modules.

Design Criteria

- The generator set facilitates compliance with NFPA 110 and meets ISO 8528-5 requirements for transient response
- Cooling system designed to operate in 50°C/122°F ambient temperatures with an air flow restriction of 0.5 in. water

UL 2200/CSA – Optional

- UL 2200 Listed
- CSA Certified

Certain restrictions may apply. Consult with your Cat dealer.

Worldwide Product Support

Cat dealers provide extensive post-sale support including maintenance and repair agreements. Cat dealers have over 1,800 dealer branch stores operating in 200 countries.

Standard Equipment

Air Inlet

- Single element air filter

Cooling

- Radiator and cooling fan complete with protective guards
- Standard ambient temperatures up to 50°C (122°F)

Exhaust

- Exhaust outlet with 2" pipe

Fuel

- Natural Gas
- Dual lock off valves
- NPT connection

Generator

- Matched to the performance and output characteristics of engine
- IP23 protection
- Integrated Voltage Regulator

Governor

- Electronic governor (non adjustable)

Control Panels

- EMCP 4.2 Series generator set controller

Mounting

- Rubber vibration isolators

Starting/Charging

- 12 volt starting motor
- Batteries with rack and cables

Optional Equipment

Generator

- Excitation: [] Permanent Magnet Excited (PM)
- Oversize and premium generators
- Anti Condensation heater

Starting/Charging

- Battery charger – UL Listed 10 amp
- Jacket water heater
- Battery heater
- Lube oil sump heater

General

- UL 2200 Listed
- CSA Certified
- Enclosures: sound attenuated, weather protective
- Automatic transfer switches (ATS)
- Suitable for Use as Service Equipment (SUSE)

DG80-2

80 ekW/ 100 kVA/ 60 Hz/ 1800 rpm/ 208V/ 0.8 Power Factor

Rating Type: STANDBY

Emissions: U.S. EPA Certified for Stationary Emergency Application



DG80-2
80 ekW/ 100 kVA
60 Hz/ 1800 rpm/ 208V

Image shown may not reflect actual configuration

Package Performance	
Fuel	Natural Gas
Generator Set Power Rating with Fan @ 0.8 Power Factor	80 ekW
Generator Set Power Rating	100 kVA

Fuel Consumption with Natural Gas		
100% Load With Fan*	26.3 m³/hr	928 ft³/hr
75% Load With Fan	23.8 m³/hr	840 ft³/hr
50% Load With Fan	17.9 m³/hr	631 ft³/hr

*Refer to Gaseous Fuel Supply Piping Sheet: **150% CFH: 1,392 (1,392,000 BTU)**

Cooling System¹		
Engine Coolant Capacity	7.8 L	2.1 gal
Radiator Coolant Capacity	8.8 L	2.3 gal
Engine Coolant Capacity with Radiator/Exp Tank	16.6 L	4.4 gal
Air Flow Restriction (System)	0.12 kPa	0.48 in. water

Inlet Air		
Combustion Air Inlet Flow Rate	6.9 m³/min	244 cfm

Exhaust System		
Exhaust Stack Gas Temperature	722°C	1332°F
Exhaust Gas Flow Rate	22.3 m³/min	787 cfm
Exhaust System Backpressure (maximum allowable)	10.2 kPa	40.9 in. water



DG80-2

80 ekW/ 100 kVA/ 60 Hz/ 1800 rpm/ 208V/ 0.8 Power Factor

Rating Type: **STANDBY**

Emissions: U.S. EPA Certified for Stationary Emergency Application

Heat Rejection		
Heat Rejection to Coolant (total)	62.0 kW	3525 Btu/min
Heat Rejection to Atmosphere from Generator	7.1 kW	404 Btu/min

Alternator ²		
Motor Starting Capability @ 30% Voltage Dip	215 skVA	
Frame	LC3114D	
Temperature Rise	105°C	221°F
Excitation	Self Excited	

Lube System		
Sump Refill with Filter	4.7 L	1.24 gal

Emissions (Nominal) ³	
NOx + HC	13.4 g/kW-hr
CO	519 g/kW-hr

¹ For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to the existing restriction from the factory.

² Generator temperature rise is based on a 40°C (104°F) ambient per NEMA MG1-32.

³ The nominal emissions data shown is subject to environment, instrumentation, measurement, facility and engine to engine variations.



DG80-2

80 ekW/ 100 kVA/ 60 Hz/ 1800 rpm/ 208V/ 0.8 Power Factor

Rating Type: STANDBY

Emissions: U.S. EPA Certified for Stationary Emergency Application

DEFINITIONS AND CONDITIONS

Applicable Codes and Standards:

CSA C22.2 No 100-04, UL 489, UL 869, UL 2200, NFPA 37, NFPA 70, NFPA 99, NFPA 110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-22, NEMA MG 1-33.

STANDBY: Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

Fuel Rates are based on heat value for Natural Gas of 1015 BTU/SCF @77°F (25°C) and 328 ft (100m) above sea level.

Additional ratings may be available for specific customer requirements, contact your Cat representative for details.

Genset Ratings are based on ambient temperature of 77°F and elevation of 1200 ft above sea level.

For higher temperatures and elevations the following derate specifications are to be used:

Altitude: Derate 2.5% per every 1000ft (305 m.) above 1200ft (365 m.)

Temperature: Derate 1.5% per 10°F (5.55°C) temperature above 77°F (25°C)

Feature Code: 57LGE05
Generator Arrangement: 467-6054
Date: 12/03/2018
Source Country: U.S.

www.Cat-ElectricPower.com

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Materials and specifications are subject to change without notice.
The International System of Units (SI) is used in this publication.

CAT, CATERPILLAR, their respective logos, ADEM, S•O•S, "Caterpillar Yellow", the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission



Picture shown may not reflect actual configuration

Weather Protective and Sound Attenuated Enclosures

DG50-2, DG60-2, and DG80-2

Features

Highly Corrosion Resistant Construction

- Stainless steel flush-fitting latches and hinges tested and proven to withstand extreme conditions of corrosion
- Zinc-plated or stainless steel fasteners
- Body constructed from 16-gauge steel components treated with polyester powder coating

Excellent Access

- Overhead door with lift-assist strut on service side
- Lift-off doors on both sides and removable front panel
- Vertically hinged side door for control panel access
- Lube oil and coolant drains piped to the exterior of the enclosure base
- Large cable entry area for installation ease

Transportability

- These enclosures are of extremely rugged construction to withstand outdoor exposure and rough handling common on many construction sites.
- This range of enclosures are designed on modular principles which will aid on-site repair

Security and Safety

- Lockable access doors which give full access to control panel and breaker
- Cooling fan and battery-charging alternator fully guarded
- Oil fill, and battery can only be reached via lockable access
- Stub-up area is rodent proof
- Externally-mounted emergency stop button

Options

- Weather protective enclosure
- Sound attenuated level 1 and level 2 enclosures – weather protective with critical silencer
- Caterpillar Yellow or white paint

Enclosure Sound Pressure Levels (SPL) at 100%

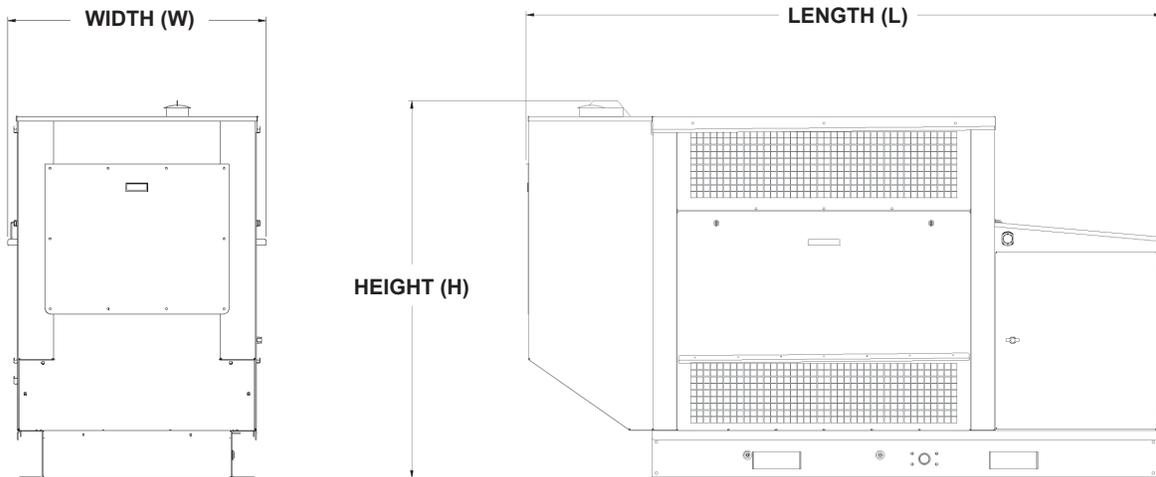
Sound Attenuated Enclosure		Cooling Air Flow Rate		SPL @ 7 m (23 ft)	
Model	Standby ekW	m ³ /s	cfm	L1 dBA	L2 dBA
DG50-2	50	2.8	5933	75	70
DG60-2	60	2.8	5933	75	70
DG80-2	80	3.5	7416	75	Not Offered

Weather Protective Enclosure		Cooling Air Flow Rate		SPL @ 7 m (23 ft)	
Model	Standby ekW	m ³ /s	cfm	dBA	
DG50-2	50	3.1	6569	92	
DG60-2	60	3.1	6569	92	
DG80-2	80	3.7	7840	80	

Component Weights to Calculate Package Weight

Model	Standby ekW	Weather Protective Enclosure		Sound Attenuated Enclosure	
		kg	lb	kg	lb
DG50-2	50	125	275	201	443
DG60-2	60	125	275	201	443
DG80-2	80	136	299	213	470

Enclosure Dimensions



Model	Generator Set Rating ekW	Enclosure	Width "W"		Length "L"		Height "H"	
			mm	in	mm	in	mm	in
DG50-2	50	Sound Attenuated	1080	42.5	2662	104.8	1590	62.6
DG60-2	60							
DG50-2	50	Weather Protective	1080	42.5	2352	92.6	1577	62.1
DG60-2	60							
DG80-2	80	Sound Attenuated	1080	42.5	2662	104.8	1577	62.1
DG80-2	80	Weather Protective	1080	42.5	2352	92.6	1577	62.1

www.Cat-ElectricPower.com

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CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow",
the "Power Edge" trade dress as well as corporate and product identity used
herein, are trademarks of Caterpillar and may not be used without permission

Certificate of Membership

This certificate entitles you to purchase from competitively solicited contracts. You will save time and money by using Sourcewell contracts, while buying the quality products you want from nationally recognized vendors.

Together, we are Sourcewell.

Our membership team is ready to help you every step of the way. Contact us for more information.



[Sourcewell-mn.gov](https://www.sourcewell-mn.gov)

membership@sourcewell-mn.gov

877-585-9706

Clatsop County

Member # 98089

A handwritten signature in black ink, appearing to read "Chad Coquette", written over a horizontal line.

Dr. Chad Coquette, PhD, Executive Director/CEO

RECORDED

JUL 17 2014

Doc# 2014070043

MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER



This Agreement, made and entered into this 25th day of June, 2014, by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and Clatsop County hereinafter referred to as the "Applicant".

Witnesseth:

That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

Whereas, the NJPA is created by Minnesota Statute §123A.21 as a service cooperative (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and

Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and

Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;

Now Therefore, it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

Term:

This continuing agreement shall remain in force until either party elects to dissolve the Agreement by written notice.

THEREFORE, IN WITNESS THEREOF,

the parties hereto have executed this Agreement the day and year written above.

National Joint Powers Alliance®
202 12th Street NE
Staples, MN 56479

Member Name:

By

[Signature]
AUTHORIZED SIGNATURE

[Signature]
AUTHORIZED SIGNATURE

Its

County Manager
TITLE

CEO
TITLE

7/7/14
DATE

7/7/14
DATE

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**



ORGANIZATION INFORMATION (Required Information)**

Applicant Name: ** Clatsop County Public Works
Address: ** 1100 Olney Ave
City, State, Zip ** Astoria OR 97103
Federal ID Number: 93-6002287
Contact Person: ** Teresa Clute
Title: ** Admin Services Supervisor
E-mail: ** Tclute@co.clatsop.or.us
Phone: 503-325-8631
Website: co.clatsop.or.us

Please indicate an address to which your Membership materials may be delivered.

Thank you.

APPLICANT ORGANIZATION TYPE:

- K-12
- Government or Municipality (please specify: Clatsop County)
- Higher Education
- Other (please specify: _____)

I WAS REFERRED BY: (please specify)

- Advertisement _____
- Current NJPA Member _____
- Vendor Representative _____
- Trade Show _____
- NJPA Website _____
- Other _____

Completed applications may be returned to:

National Joint Powers Alliance ®
202 12TH Street NE
Staples, MN 56479

Duff Erholtz

Phone 218-894-5490

Fax 218-894-3045

E-mail duff.erholtz@njpacoop.org

98089

Formal Offering of Proposal
(To be completed Only by Proposer)



ELECTRICAL ENERGY GENERATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES.

In compliance with the Request for proposal (RFP) for "ELECTRICAL ENERGY GENERATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES.", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Caterpillar, Inc. Date: 7/30/13

Company Address: 100 NE Adams St.

City: Peoria State: IL Zip: 61629

Contact Person: Alex Graf Title: Electric Power Sales Manager

Authorized Signature (ink only):  Alex Graf
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 080613 ELECTRICAL ENERGY GENERATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES.

Caterpillar, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be September 17, 20 13 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Chad Couette
NJPA Executive Director (Name printed or typed)

Awarded this 17th day of September 20 13 NJPA Contract Number # 080613-CAT

NJPA Authorized signature: [Signature] Scott Verone
NJPA Board Member (Name printed or typed)

Executed this 17th day of September 20 13 NJPA Contract Number # 080613-CAT

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Caterpillar, Inc

Vendor Authorized signature: [Signature] Alexander J. Graf
(Name printed or typed)

Title: Region Sales Manager - North America

Executed this 19 day of September 20 13 NJPA Contract Number # 080613-CAT

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

Caterpillar, Inc. (Vendor)
100 NE Adams Street
Peoria, IL 61629

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #080613-CAT" for the procurement of Electrical Energy Generation Equipment with Related Accessories, Services and Supplies, and having a maturity date of September 17, 2017, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of September 17, 2016 to September 17, 2017.

National Joint Powers Alliance® (NJPA)

By: [Signature], Its: Executive Director/CEO

Name printed or typed: Chad Cozette

Date: 8/12/16

Caterpillar, Inc.

By: [Signature], Its: Marketing Representative

Name printed or typed: Chris Schwarz

Date: 12 Aug 16

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

8.18 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.19 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.20 Events of Automatic termination to include:

- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) for two consecutive weeks in both the hard copy print and on-line editions of Oregon's Daily Journal of Commerce, 3) it shall be placed on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE, 4) it shall be posted on NJPA's website, 5) it shall be posted to the "Noticetobidders.com" website, and 6) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync.

NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

9.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2020

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 CA LIC 0B29370 Edgewood Partners Insurance Center (EPIC) [Concord - Branch ID 15469] P.O. Box 5668 Concord, CA 94524	1-925-798-3334	CONTACT NAME: Susan J. Peragallo PHONE (A/C. No. Ext): 925-822-9033 E-MAIL ADDRESS: susan.peragallo@epicbrokers.com	FAX (A/C. No.): 925-609-5366
INSURED Peterson Power Systems, Inc. P.O. Box 5258 San Leandro, CA 94577		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	NAIC # 19445
		INSURER B: LEXINGTON INS CO	19437
		INSURER C: NEW HAMPSHIRE INS CO	23841
		INSURER D: INSURANCE CO OF THE STATE OF PA	19429
		INSURER E: WESTCHESTER SURPLUS LINES INS CO	10172
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 59239224

REVISION NUMBER:

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	ADDL INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GL5268175	04/01/20	04/01/21	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CA4489668	04/01/20	04/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			80877677	04/01/20	04/01/21	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC015893698 - CA ONLY	04/01/20	04/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
D				WC015893697 - Other States	04/01/20	04/01/21	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability			G7179600001	04/01/20	04/01/21	6,000,000 AGG 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: On-call services for building and grounds maintenance as required by the County for July 1, 2020 to June 30, 2021. Additional Insured(s): Clatsop County and their divisions, officers and employees. where required by written contract per policy form attached. GL and Auto coverage is Primary and Waiver of Subrogation applies per the attached where required by contract per policy form. WC Waiver of Subrogation Applies for California if required by written contract per the attached policy form. Excess Policy is follow-form.

CERTIFICATE HOLDER**CANCELLATION**

Account #7632580 Clatsop County 800 Exchange St., Suite 310 Astoria, OR 97103 USA	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
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Agenda Item #9.

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PATRA01
59239224

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/11/2020

NAME OF INSURED: Peterson Power Systems, Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
"ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO."	"PER THE CONTRACT OR AGREEMENT."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", property damage or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
"ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO."	"PER THE CONTRACT OR AGREEMENT."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or property damage caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY - OTHER
INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

"PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2020 forms a part of

Policy No. CA 4489668 issued to Peterson Holding Company

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

"ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS. BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO."

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01A.M. 4/1/2020 forms a part of

policy No. CA4489668 issued to PETERSON HOLDING COMPANY, ET AL

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



**Authorized Representative or
Countersignature (in States Where
Applicable)**

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2020 forms a part of

Policy No. CA 4489668 issued to Peterson Holding Company

By National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



Authorized Representative

62897 (6/95)

2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. The repair, replacement, adjustment or removal of "your product" or "your work"; or
2. Your fulfilling the terms of the contract or agreement.

J. "Insured" means:

1. The "Named Insured";
2. Except for liability arising out of the ownership, maintenance, or use of "covered autos";
 - a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are "Insureds", but only with respect to the conduct of a business of which you are the sole owner;
 - (2) A partnership or joint venture, you are an "Insured". Your members and your partners, and their spouses are also "Insureds", but only with respect to the conduct of your business;
 - (3) A limited liability company, you are an "Insured". Your members are also "Insureds", but only with respect to the conduct of your business. Your managers are "Insureds", but only with respect to their duties as your managers;
 - (4) An organization other than a partnership, joint venture or limited liability company, you are an "Insured". Your "executive officers" and directors are "Insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "Insureds", but only with respect to their liability as stockholders;
 - (5) A trust, you are an "Insured". Your trustees are also "Insureds", but only with respect to their duties as trustees;
 - b. Your "volunteer workers" only while performing duties related to the conduct of your business. Your "employees" other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business; or any claim or "suit" brought by or on behalf of the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of such "bodily injury" or "personal and advertising injury", or;
 - (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(i) above.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - c. Any person (other than your "employee" or "volunteer worker") or organization while acting as your real estate manager;
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;

- e. Any person or organization, other than the "Named Insured", included as an additional "Insured" under "scheduled underlying insurance", but not for broader coverage than would be afforded by such "scheduled underlying insurance".
3. Only with respect to liability arising out of the ownership, maintenance, or use of "covered autos":
- a. You are an "Insured";
 - b. Anyone else while using with your permission a "covered auto" you own, hire, or borrow is also an "Insured" except:
 - (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own;
 - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household;
 - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto";
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household;
 - (6) "Employees" with respect to "bodily injury" to any fellow "employee" of the "Insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business;
 - c. Anyone liable for the conduct of an "Insured" described above is also an "Insured", but only to the extent of that liability.
4. Notwithstanding any of the above:
- a. No person or organization is an "Insured" with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a "Named Insured" in Item 1 of the Declarations; and
 - b. No person or organization is an "Insured" under this policy who is not an "Insured" under "scheduled underlying insurance".
- K. "Insured contract" means that part of any contract or agreement pertaining to your business under which any "Insured" assumes the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

"Insured contract" does not include that part of any contract or agreement:

- 1. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- 2. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- 3. Under which the "Insured", if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the "Insured's" rendering or failure to render professional services, including those shown in subparagraph 2 above and supervisory, inspection, architectural or engineering activities.

ENDORSEMENT

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2020

forms a part of Policy No. WC 158-93-698

Issued to Peterson Holding Company

By New Hampshire Insurance Company

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00% of the total estimated workers compensation premium for this policy.

WC 04 03 61 (11/90)

ENDORSEMENT

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM **04/01/2020**

forms a part of Policy No. **WC 0158-93-697**

Issued to **Peterson Holding Company**

By **Insurance Company of the State of Pennsylvania**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

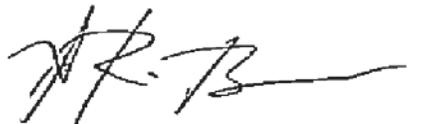
This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS .**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13 (4/84)



**Countersigned by
Authorized Representative**