



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, January 15, 2025 at 7:00 PM

Ways to participate in this public meeting:

- Attend in person, location listed above. Please see the public comment guidelines below.
- Attend the livestream of the meeting on the City's YouTube Channel: <https://www.youtube.com/user/CityofOregonCity>
- Register to provide electronic testimony (email recorderteam@orc.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)
- Email recorderteam@orc.org (deadline to submit written public comment via email is 3:00 PM on the day of the meeting)
- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

- Oath of Office for New Oregon City Police Officer
- Oath of Office for New Oregon City K9 Officer Coco
- Retirement of Oregon City K9 Officer Slate
- K-9 Grendel Remembrance

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

- End of the Oregon Trail - Executive Director Presentation
- 2024 Community Survey Results

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- Resolution No. 24-27, Initiating Vacation of Public Rights-of-Way Proceedings for "Clackamas Heights," Owned by Clackamas County Housing, Legally Addressed as 13900 Gain Street, and Establishing a Public Hearing Date of February 5, 2025
- Intergovernmental Agreement with Clackamas Co-permittee Group and Water Environmental Services for Watershed Based Mercury Monitoring
- Purchase of Public Works Sewer and Storm Division Vehicle: 2025 Ford F-550 3-Yard Dump Truck
- Purchase of Public Works Sewer and Storm Division Replacement Vehicle: 2025 Ford F-250 Traffic Control Truck
- Contract for e-Review support in the Building Division
- Purchase of one Ford F-150 with upfitting for Parks staff use
- Parks and Cemetery Division Mower Replacement
- Construction Contract with Mid-America Pool Renovation, Inc. for the Oregon City Swimming

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- a. McLoughlin Promenade Update

10. COMMUNICATIONS

City Manager

- a. Pre-application to Metro Nature in Neighborhoods Capital Grants Program for Park Improvements at End of the Oregon Trail

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

If an ordinance is noticed above in this agenda, the text of the ordinance is available online with the posted agenda packet. In addition, three copies are provided for public review in the Office of the City Recorder upon request.

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker's table, and state your name and city of residence. Each speaker is given 3 minutes to speak. Representatives of neighborhood associations may be given 5 minutes to speak if requested. As a general practice, the City Commission does not engage in discussion with those making comments. Complaints shall first be addressed at the department level prior to addressing the City Commission. Electronic presentations are permitted but must be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-657-0891.

Agenda Posted at City Hall, Pioneer Community Center, Library, City Website.

Video Streaming & Broadcasts: The meeting is streamed live on the [Oregon City's website](#) and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WFMC at 503-650-0275 for a programming schedule.

OATH OF OFFICE

Sworn Police Officer
Oregon City Police Department

*I, **Robert Brown**, do solemnly swear that I will uphold the law, and support the Constitution of the United States and the State of Oregon. I will abide by the Law Enforcement Code of Ethics, and the department's rules and regulations, while faithfully performing my duties as a Police Officer for Oregon City, Oregon.*

GIVEN THIS 15TH DAY OF JANUARY 2025

Denyse C. McGriff, Mayor

SUBSCRIBED AND SWORN to before me this 15th day of January 2025.

Notary Public
State of Oregon
My commission expires: _____

OATH OF OFFICE

Sworn Police Officer
Oregon City Police Department

*I, **Coco**, do solemnly swear that I will support the Constitution of the United States and the State of Oregon, and I will, to the best of my ability, faithfully perform the duties of Police Officer for Oregon City, Oregon, during my incumbency thereof.*

GIVEN THIS 15TH DAY OF JANUARY 2025

Denyse C. McGriff, Mayor

SUBSCRIBED AND SWORN to before me this 15th day of January 2025.

Notary Public
State of Oregon
My commission expires: _____





CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** January 15, 2025
From: Jarrod Lyman, Communications Manager

SUBJECT:

Item 5.b. - 2024 Community Survey Results

STAFF RECOMMENDATION:

EXECUTIVE SUMMARY:

The 2024 Community Survey is the fourth such survey conducted by Oregon City to help inform the Commissioners of residents' stance on key services as the Commission sets their goals and budget for the coming biennium. The information provided will be used to improve existing services and help the City better understand the evolving needs of residents of Oregon City.

BACKGROUND:

The Community Survey is administered through the ETC Institute to ensure statistically valid results and equal representation throughout neighborhoods in Oregon City. ETC works nationally with local governments to gather statistically valid data and representative input from residents on a wide variety of topics and through this work have developed standardized questions to help benchmark Oregon City's performance and compare amongst other cities of similar size regionally and nationally.

The survey is distributed every other year to determine the perceived quality of Oregon City's service delivery and measure trends in Parks and Recreation, Public Safety, Communication, Code Enforcement, Transportation and Infrastructure, Library Services, and Water Services. This survey also provides an equitable and inclusive means to reach out to community members whose opinions might not otherwise be heard. It provides a voice for those who do not or cannot come to public hearings or actively participate in local government, offering them another method to share their experiences and help prioritize issues of importance.

The survey instrument is vetted by the ETC Institute before it is administered to ensure the City is not influencing answers and to keep the survey under 7 pages and 15 minutes, on average, to take.

The same survey questions are used each year to ensure accurate comparisons to each year's results so the City can effectively gauge progress. Changes are only made in a question is no longer relevant, and to include an item that can help gather input on a specific, time-sensitive issue.

The primary change to this year's survey instrument was the inclusion of 9a and 9b, a two-

part question:

"Recent evaluations have shown that some of Oregon City's parks facilities, such as the pool and the End of the Oregon Trail, are unable to meet residents' needs due to the facilities' age and size. Additional funds would be needed for the specific purpose of constructing facilities capable of meeting the demands of residents now and in the future. Please indicate if you would support any of the following methods to raise those funds if they were specifically dedicated to those projects."

"If you would support additional costs, which facility would you most like to see the City prioritize?"

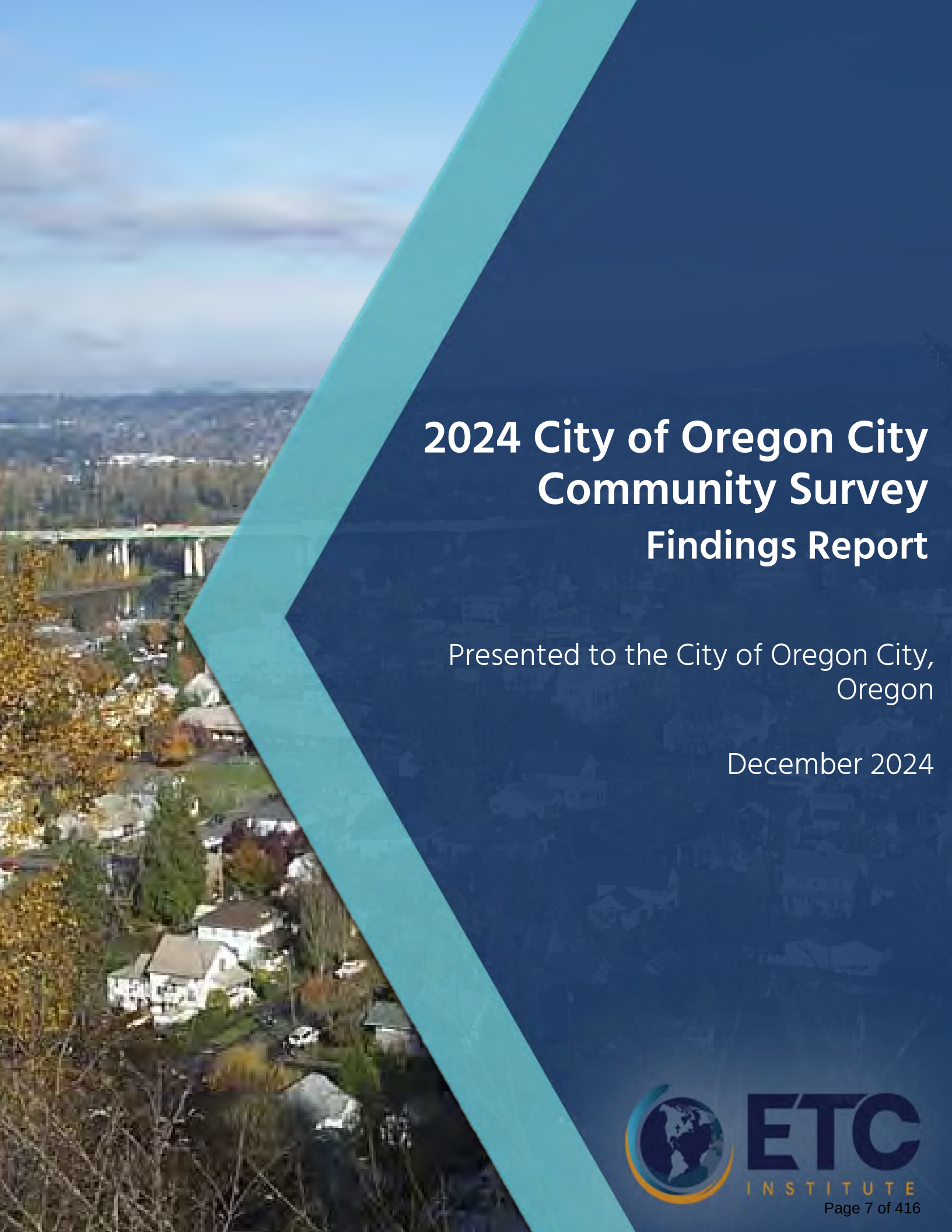
The full results of the survey are attached, and a representative of ETC is present to share key findings from this year's survey.

OPTIONS:

1. Approve 2024 Community Survey Results.
2. Approve 2024 Community Survey Results with Amendments.
3. Deny 2024 Community Survey Results and provide further direction.

BUDGET IMPACT:

Amount	\$16,000
Fiscal Year(s):	2024/2025
Funding Source(s):	General Fund



2024 City of Oregon City Community Survey Findings Report

Presented to the City of Oregon City,
Oregon

December 2024



ETC
INSTITUTE

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Executive Summary

2024 City of Oregon City Community Survey

Executive Summary



Purpose

ETC Institute administered a survey to residents of the City of Oregon City in the fall of 2024. The purpose of the survey was to help ensure that the City's priorities continue to match the needs and desires of residents. The information provided will be used to improve existing services and help the City better understand the evolving needs of residents. This is the fourth survey ETC Institute has administered for Oregon City; the first was conducted in 2018.

The seven-page survey, cover letter and postage-paid return envelope were mailed to a random sample of households in the City of Oregon City. The cover letter explained the purpose of the survey and encouraged residents to either return their survey by mail or complete the survey online. At the end of the online survey, residents were asked to enter their home address; this was done to ensure that only responses from residents who were part of the random sample were included in the final survey database.

Ten days after the surveys were mailed, ETC Institute sent follow-up messages to the households that received the survey to encourage participation. The messages contained a link to the online version of the survey to make it easy for residents to complete the survey. To prevent people who were not residents of Oregon City from participating, everyone who completed the survey online was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses that were entered online with the addresses that were originally selected for the random sample. If the address from a survey completed online did not match one of the addresses selected for the sample, the online survey was not counted.

The goal was to obtain completed surveys from at least 300 residents. The goal was met, with a total of 345 residents completing the survey. The overall results for the sample of 345 households have a precision of at least $\pm 5.2\%$ at the 95% level of confidence.

The percentage of "don't know" responses has been excluded from many of the graphs shown in this report to facilitate valid comparisons of the results from Oregon City with the results from other communities in ETC Institute's *DirectionFinder*® database. Since the number of "don't know" responses often reflect the utilization and awareness of City services, the percentage of "don't know" responses have been provided in the tabular data section of this report. When the "don't know" responses have been excluded, the text of this report will indicate that the responses have been excluded with the phrase "*who had an opinion.*"

2024 City of Oregon City Community Survey Executive Summary



This report contains:

- An executive summary of the methodology for administering the survey and major findings,
- charts showing the overall results for most questions on the survey, including comparisons to results from the 2023 and 2018 surveys,
- benchmarking data that show how the results for Oregon City compare to other communities,
- Importance-Satisfaction analysis: this analysis was done to determine priority actions for the City to address based upon the survey results,
- tables that show the results of the random sample for each question on the survey,
- a copy of the survey instrument.

Overall Satisfaction with Major Categories of City Services

The major categories of City services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the overall quality of the City’s public library services (83%), the overall quality of police services (75%), the overall quality of City parks/trails/open space (68%), and the overall quality of City sewer services (65%). The major categories of City services that respondent households indicated should receive the most emphasis over the next two years, based upon the sum of their top three choices, were: the overall maintenance of City streets (56%), the overall effectiveness of City economic development efforts (38%), and the overall quality of City parks, trails, and open space (33%).

Overall Satisfaction with Perceptions of the City

The highest levels of satisfaction with items that influence perceptions of the City, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the overall feeling of safety in the City (59%), the overall quality of services provided by the City (59%), the overall image of the City (53%), and the availability of training or educational opportunities (49%).

Ratings of Oregon City

The highest overall ratings of Oregon City, based upon the combined percentage of “excellent” and “good” responses among residents *who had an opinion*, were: as a place to live (78%), as a place to raise children (67%), overall quality of life in the City (66%), and as a place to connect & interact with neighbors (53%).

2024 City of Oregon City Community Survey

Executive Summary



Satisfaction with Specific City Services

Parks and Recreation. The highest levels of satisfaction with parks and recreation services, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: proximity of parks to home (75%), the appearance and maintenance of existing City parks (67%), and the quality of facilities (64%). The parks and recreation services that should receive the most emphasis over the next two years, based upon the sum of respondents’ top two choices, were: appearance and maintenance of existing City parks (32%), quality of facilities (24%), and quality of the City’s swimming pool (20%).

Public Safety. The highest levels of satisfaction with public safety services, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the visibility of police in the community (70%), how quickly police respond to emergencies (67%), the City’s overall efforts to prevent crime (59%), and enforcement of local traffic laws (58%). The public safety services that should receive the most emphasis over the next two years, based upon the sum of the respondents’ top two choices, were: response to issues with transients (63%), response to drug control (27%), and the City’s overall efforts to prevent crime (22%).

City Communication. The highest levels of satisfaction with City communication, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the availability of information about City programs and services (43%) and the overall quality of the City’s website (37%).

- The top four sources that respondent households have used to receive news and information about City programs, services and events were: “Trail News” quarterly publication (74%), social media (55%), friends (33%), and the City website (27%). The sources from which respondents indicated they would *most prefer* to receive their information, based on the sum of their top two choices, were: “Trail News” quarterly publication (45%) and social media (43%).
- Based on the sum of their top two choices, the level of frequency that respondent households would most like to receive information from the City was monthly (78%).
- The types of information that respondent households indicated they would like to receive from the City were: public safety (78%), special events (71%), and public works (68%).

Code Enforcement. The highest levels of satisfaction with City code enforcement, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: parking enforcement services (44%) and enforcing codes designed to protect public safety and health (39%). The code enforcement items that respondents indicated should receive the most emphasis over the next two years, based on the sum of their top two choices, were: enforcing cleanup of litter & debris on private property (56%) and enforcing codes designed to protect public safety and health (53%).

2024 City of Oregon City Community Survey

Executive Summary



Transportation and Infrastructure. The highest levels of satisfaction with transportation and infrastructure services, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: snow and ice response on major City streets (67%), adequacy of City street lighting in neighborhoods (62%), and maintenance of neighborhood streets (54%). The transportation and infrastructure services that respondents indicated should receive the most emphasis over the next two years, based on the sum of their top two choices, were: the maintenance of major City streets (40%) and the maintenance of neighborhood streets (26%).

Public Library. The highest levels of satisfaction with the City’s public library services, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: selection of physical resources available (74%), selection of digital resources available online (71%), and access to computers and library Wi-Fi (70%). The library services that respondents indicated should receive the most emphasis over the next two years, based upon the sum of their top two choices, were: events for seniors (18%), selection of physical resources available (17%), and events for children (15%).

- o Forty percent (40%) of respondent households indicated they receive their information about the library from “Trail News.”

Customer Service. Thirty-eight percent (38%) of respondents indicated they have called, emailed, or visited the City with a question, problem, or complaint during the past year. Of those who contacted the City, 36% indicated it was “very easy,” 41% indicated it was “somewhat easy,” 15% indicated it was “difficult,” and 8% indicated it was “very difficult” to contact the person they needed to reach. Of the 38% of respondents who contacted the City during the past year, 38% contacted Code Enforcement, 31% contacted the Police, and 23% contacted Building and Planning. Ninety-one percent (91%) of respondents who contacted the City indicated that City employees were always (58%) or usually (33%) courteous & polite.

Water Quality. The highest levels of satisfaction with the City’s water quality, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: reliability of water service (88%), water clarity (81%), and water pressure (75%).

Additional Findings

- Respondent households were asked their willingness to pay additional taxes/fees to acquire, develop, and maintain parks, recreation, and trail facilities. Nine percent (9%) indicated they were “very willing,” 25% were “willing,” 23% were “neutral,” 22% were “not willing,” and 22% were “not at all willing.”
- The capital investment items that are priorities to respondent households, based upon the sum of their top five choices, are: road maintenance/pavement preservation (66%) and traffic congestion relief (58%).

2024 City of Oregon City Community Survey

Executive Summary



- The highest levels of change in the expectation of services provided by the City, based upon the combined percentage of “much higher” and “a little higher” responses among residents *who had an opinion*, were: transportation facilities & programs (74%), recreation facilities and programs (57%), and parks, trails, & open space (56%). Forty-three percent (43%) of respondent households indicated they would be willing to pay more in taxes or fees to support an increase in the service level.
- The items that respondents, *who had an opinion*, indicated were “much too slow” or “too slow” with regard to the current pace of land development were: housing options for aging population (68%) and entry-level single-family homes (65%). Respondents felt the pace of development was “too fast” or “much too fast” for apartments (59%) and townhomes/row houses (56%).

Trends Since 2023

Satisfaction ratings for the City of Oregon City stayed the same or increased in 49 of the 95 satisfaction areas assessed since 2023. The largest increases and decreases in satisfaction since 2023 are listed below.

Largest Increases Since 2023

- Response to property crime (+11%)
- Response to drug control (+11%)
- Access to bilingual material (+10%)
- City employees helped resolve an issue (+10%)
- Overall maintenance of City streets (+9%)
- How quickly police respond to emergencies (+8%)
- Overall quality of permit process (+8%)
- The City’s overall efforts to prevent crime (+7%)

Largest Decreases Since 2023

- Overall quality of City sewer services (-8%)
- The City as a place to live (-8%)
- Quality of Pioneer Community Center (-8%)
- Overall quality of City water utilities (-9%)
- The City as a place to raise children (-9%)
- Water smell (-10%)
- Overall quality of life in the City (-12%)

2024 City of Oregon City Community Survey Executive Summary



How the City of Oregon City Compares to Other Communities Nationally

Satisfaction levels for Oregon City **rated the same or higher than the U.S. average in 22 of the 37 areas** that were assessed. The City rated significantly higher than the U.S. average (difference of 5% or more) in 18 of these areas. Listed below are the comparisons between Oregon City and the U.S. average:

Service	Oregon City	U.S.	Difference	Category
As a place to live	78%	49%	29%	Overall Ratings of the City
Overall quality of customer service from City employees	65%	39%	26%	Major Categories of City Services
Overall quality of police services	75%	53%	22%	Major Categories of City Services
Overall quality of City's public library services	83%	64%	19%	Major Categories of City Services
Visibility of police in the community	70%	54%	16%	Public Safety
Accessibility of public transportation options	51%	37%	14%	Transportation and Infrastructure
Overall quality of City sewer services	65%	53%	12%	Major Categories of City Services
How quickly police respond to emergencies	67%	56%	11%	Public Safety
Overall quality of City water utilities	62%	52%	10%	Major Categories of City Services
Overall effectiveness of City communication with public	47%	37%	10%	Major Categories of City Services
Overall quality of services provided by the City	59%	49%	10%	Perceptions of the Community
The city's overall efforts to prevent crime	59%	49%	10%	Public Safety
Snow and ice response on major City streets	67%	58%	9%	Transportation and Infrastructure
Overall maintenance of City streets	49%	41%	8%	Major Categories of City Services
Enforcement of local traffic laws	58%	50%	8%	Public Safety
As a place to raise children	67%	61%	6%	Overall Ratings of the City
Overall quality of the City's recreation programs	54%	49%	5%	Major Categories of City Services
Maintenance of neighborhood streets	54%	49%	5%	Transportation and Infrastructure
Adequacy of City street lighting in neighborhoods	62%	59%	3%	Transportation and Infrastructure
Overall enforcement of City codes and ordinances	42%	42%	0%	Major Categories of City Services
Overall image of the City	53%	53%	0%	Perceptions of the Community
Condition of neighborhood sidewalks	47%	47%	0%	Transportation and Infrastructure
Overall value received for tax dollars & fees	32%	33%	-1%	Perceptions of the Community
On-street bicycle infrastructure	39%	42%	-3%	Transportation and Infrastructure
Availability of information about City programs/services	43%	46%	-3%	Communication
Overall quality of the City's website	37%	42%	-5%	Communication
As a place to work	50%	57%	-7%	Overall Ratings of the City
Overall feeling of safety in the City	59%	66%	-7%	Perceptions of the Community
Maintenance of major City streets	50%	58%	-8%	Transportation and Infrastructure
Quality of content on social media	31%	39%	-8%	Communication
Enforcing sign regulation	35%	45%	-10%	Code Enforcement
Enforcing cleanup of litter & debris on private property	34%	45%	-11%	Code Enforcement
How well City is supporting growth & development	27%	39%	-12%	Perceptions of the Community
Enforcing mowing/trimming of grass & weeds on private property	33%	46%	-13%	Code Enforcement
Timeliness of information provided by the City	28%	43%	-15%	Communication
Level of public involvement in decision making	19%	34%	-15%	Communication
Quality of sidewalks for people with mobility challenges	35%	52%	-17%	Transportation and Infrastructure

2024 City of Oregon City Community Survey Executive Summary



How the City of Oregon City Compares to Other Communities in the Region

Satisfaction levels for Oregon City **rated the same or higher than the Northwest regional average in 23 of the 37 areas** that were assessed. The City rated significantly higher than the Northwest Region (difference of 5% or more) in 16 of these areas. Listed below are the comparisons between Oregon City and the Northwest regional average:

Service	Oregon City	Northwest Region	Difference	Category
As a place to live	78%	49%	29%	Overall Ratings of the City
Overall quality of customer service from City employees	65%	38%	27%	Major Categories of City Services
Overall quality of City's public library services	83%	64%	19%	Major Categories of City Services
Overall quality of police services	75%	56%	19%	Major Categories of City Services
Snow and ice response on major City streets	67%	50%	17%	Transportation and Infrastructure
Overall quality of services provided by the City	59%	44%	15%	Perceptions of the Community
As a place to raise children	67%	53%	14%	Overall Ratings of the City
Visibility of police in the community	70%	56%	14%	Public Safety
The city's overall efforts to prevent crime	59%	49%	10%	Public Safety
Enforcement of local traffic laws	58%	50%	8%	Public Safety
Overall quality of City sewer services	65%	59%	6%	Major Categories of City Services
Overall quality of the City's recreation programs	54%	48%	6%	Major Categories of City Services
Overall effectiveness of City communication with public	47%	41%	6%	Major Categories of City Services
Overall enforcement of City codes and ordinances	42%	36%	6%	Major Categories of City Services
Adequacy of City street lighting in neighborhoods	62%	56%	6%	Transportation and Infrastructure
Maintenance of neighborhood streets	54%	49%	5%	Transportation and Infrastructure
Overall image of the City	53%	50%	3%	Perceptions of the Community
Accessibility of public transportation options	51%	48%	3%	Transportation and Infrastructure
Availability of information about City programs/services	43%	41%	2%	Communication
How quickly police respond to emergencies	67%	66%	1%	Public Safety
On-street bicycle infrastructure	39%	38%	1%	Transportation and Infrastructure
Overall quality of the City's website	37%	37%	0%	Communication
Maintenance of major City streets	50%	50%	0%	Transportation and Infrastructure
Overall feeling of safety in the City	59%	60%	-1%	Perceptions of the Community
How well City is supporting growth & development	27%	28%	-1%	Perceptions of the Community
Overall quality of City water utilities	62%	64%	-2%	Major Categories of City Services
Overall maintenance of City streets	49%	52%	-3%	Major Categories of City Services
Overall value received for tax dollars & fees	32%	36%	-4%	Perceptions of the Community
Condition of neighborhood sidewalks	47%	52%	-5%	Transportation and Infrastructure
As a place to work	50%	56%	-6%	Overall Ratings of the City
Timeliness of information provided by the City	28%	35%	-7%	Communication
Enforcing sign regulation	35%	42%	-7%	Code Enforcement
Quality of content on social media	31%	39%	-8%	Communication
Enforcing cleanup of litter & debris on private property	34%	43%	-9%	Code Enforcement
Level of public involvement in decision making	19%	28%	-9%	Communication
Enforcing mowing/trimming of grass & weeds on private property	33%	50%	-17%	Code Enforcement
Quality of sidewalks for people with mobility challenges	35%	56%	-21%	Transportation and Infrastructure

2024 City of Oregon City Community Survey

Executive Summary



Investment Priorities

Recommended Priorities for the Next Two Years. In order to help the City identify investment priorities for the next two years, ETC Institute conducted an Importance-Satisfaction (I-S) analysis. This analysis examined the importance residents placed on each City service and the level of satisfaction with each service. By identifying services of high importance and low satisfaction, the analysis identified which services will have the most impact on overall satisfaction with City services over the next two years. If the City wants to improve its overall satisfaction rating, the City should prioritize investments in services with the highest Importance Satisfaction (I-S) ratings. Details regarding the methodology for the analysis are provided in Section 3 of this report.

Overall Priorities for the City by Major Category. This analysis reviewed the importance of and satisfaction with major categories of City services. This analysis was conducted to help set the overall priorities for the City. Based on the results of this analysis, the major services that are recommended as the top priorities for investment over the next two years to raise the City's overall satisfaction rating are listed below:

- o Overall maintenance of City streets (I-S = 0.2866)
- o Overall effectiveness of City economic development efforts (I-S = 0.2570)
- o Overall enforcement of City codes & ordinances (I-S = 0.1160)
- o Overall quality of the City's recreation programs (I-S = 0.1081)
- o Overall effectiveness of City communication with the public (I-S = 0.1076)
- o Overall quality of City parks, trails, and open space (I-S = 0.1050)

The table on the following page shows the Importance-Satisfaction rating for all 13 major categories of City services that were assessed.

2024 City of Oregon City Community Survey Executive Summary



2024 Importance-Satisfaction Rating Oregon City, OR Major Categories of City Services

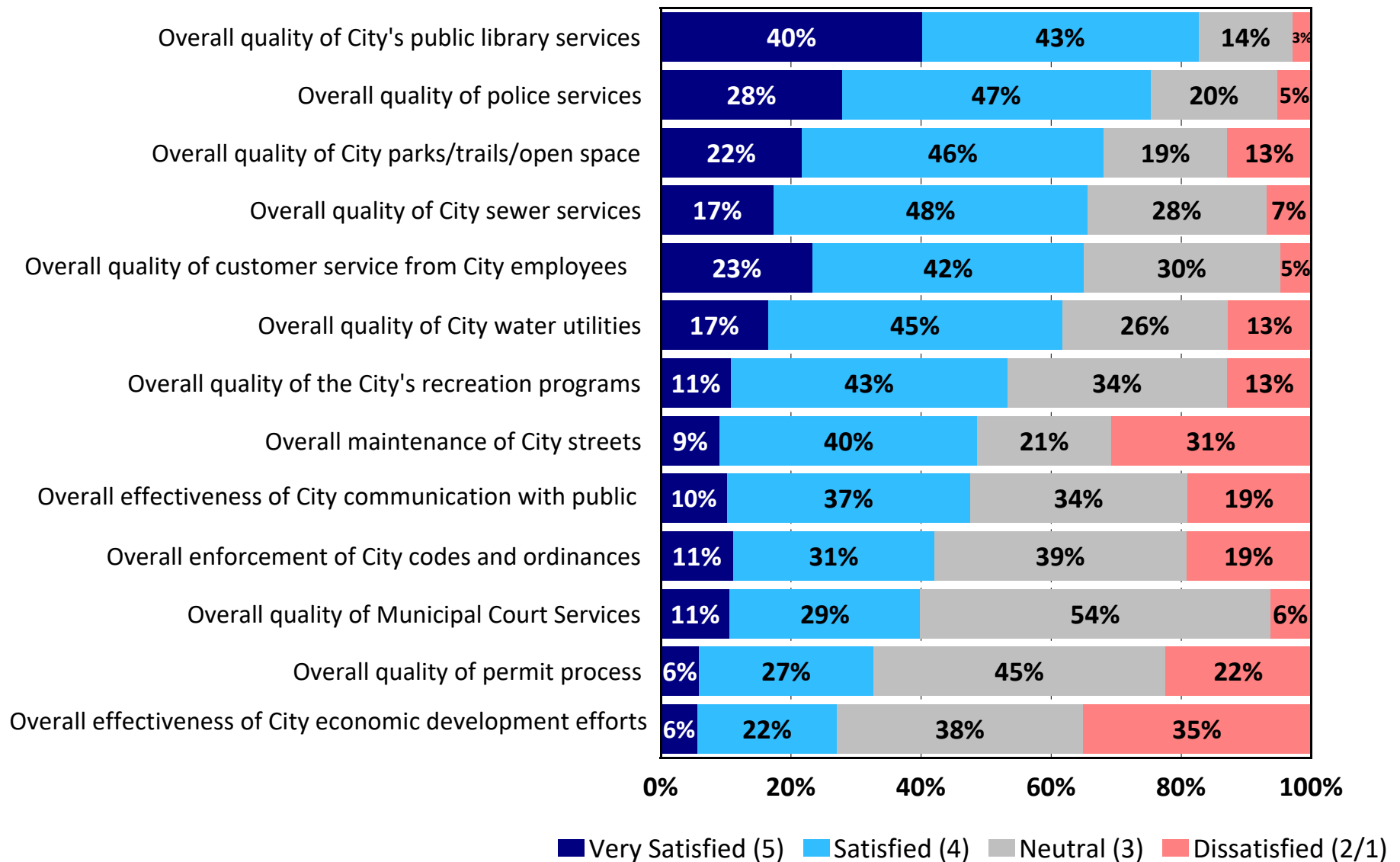
Category of Service	Most Important %	MOST Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS > .20)						
Overall maintenance of City streets	56%	1	49%	8	0.2866	1
Overall effectiveness of City economic development efforts	38%	2	32%	13	0.2570	2
High Priority (IS .10-.20)						
Overall enforcement of City codes & ordinances	20%	8	42%	10	0.1160	3
Overall quality of City's recreation programs	24%	5	54%	7	0.1081	4
Overall effectiveness of City communication with public	20%	7	47%	9	0.1076	5
Overall quality of City parks/trails/open space	33%	3	68%	3	0.1050	6
Medium Priority (IS < .10)						
Overall quality of City water utilities	22%	6	62%	6	0.0817	7
Overall quality of police services	32%	4	75%	2	0.0810	8
Overall quality of permit process	11%	9	33%	12	0.0717	9
Overall quality of customer service from City employees	6%	11	65%	5	0.0193	10
Overall quality of Municipal Court services	3%	13	40%	11	0.0186	11
Overall quality of City sewer services	5%	12	65%	4	0.0182	12
Overall quality of City's public library services	8%	10	83%	1	0.0128	13



Charts and Graphs

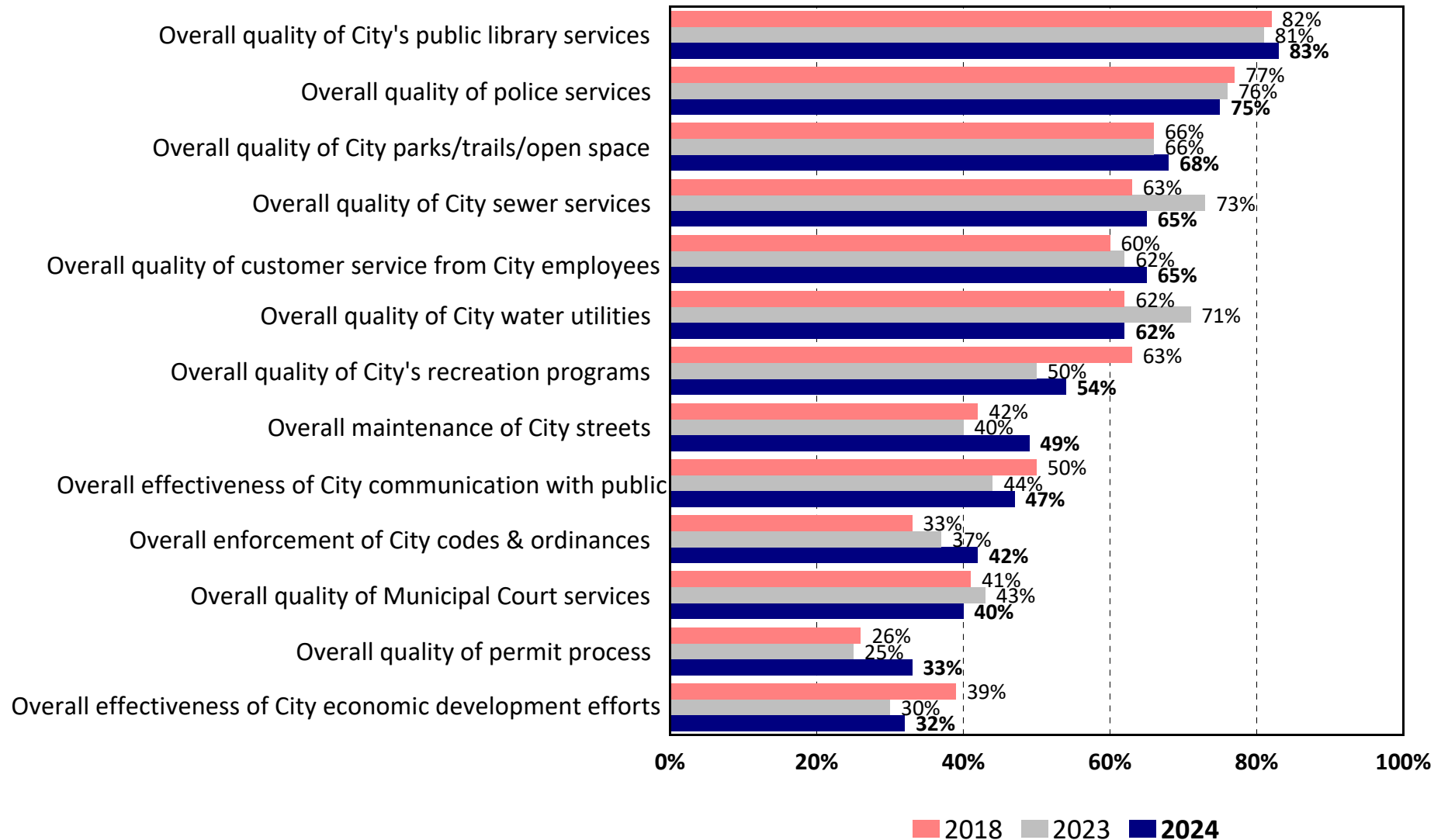
Q1. Overall Satisfaction With City Services by Major Category

by percentage of respondents (excluding don't knows)



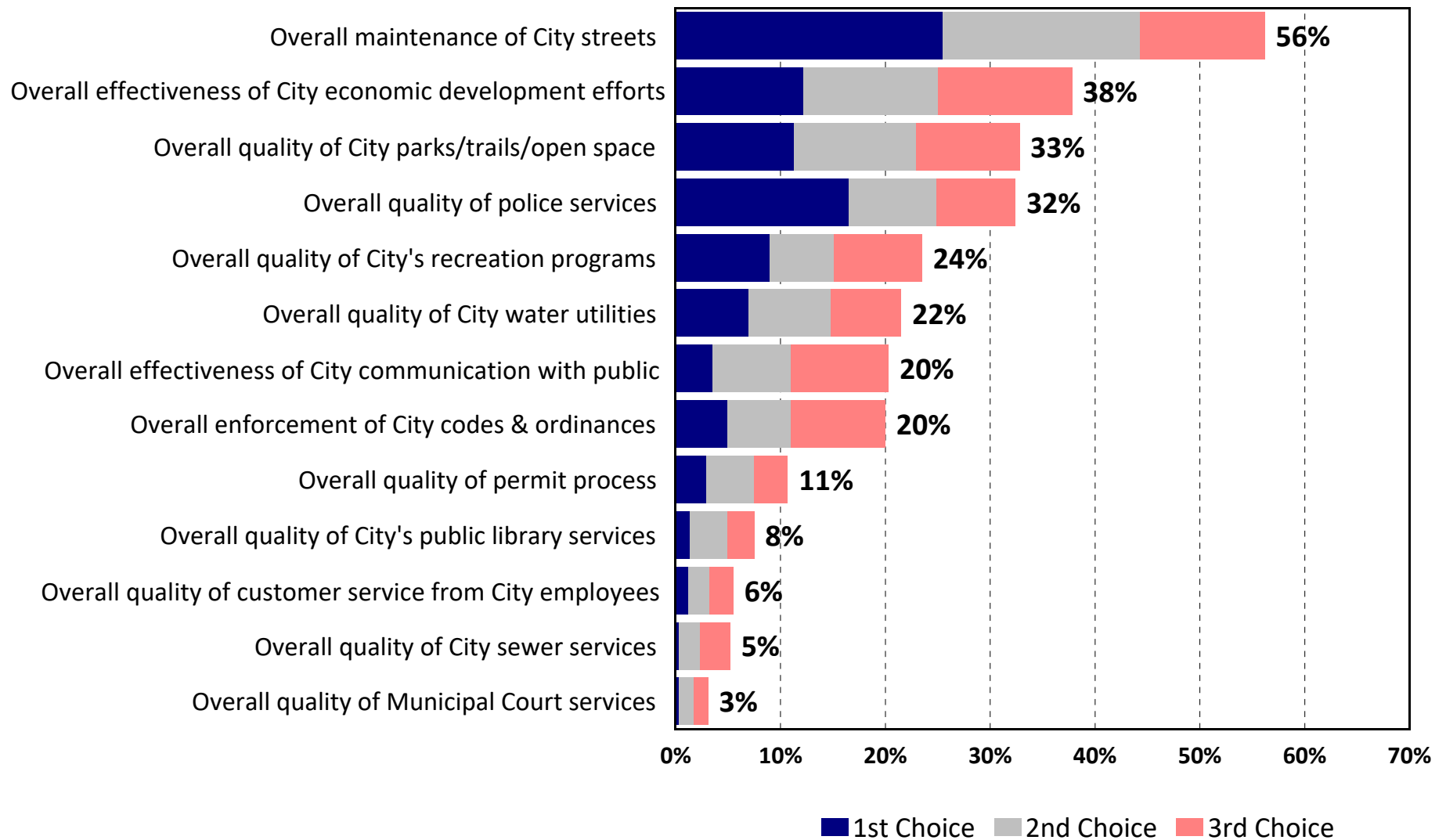
TRENDS: Overall Satisfaction with City Services by Major Category - 2018 to 2024

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



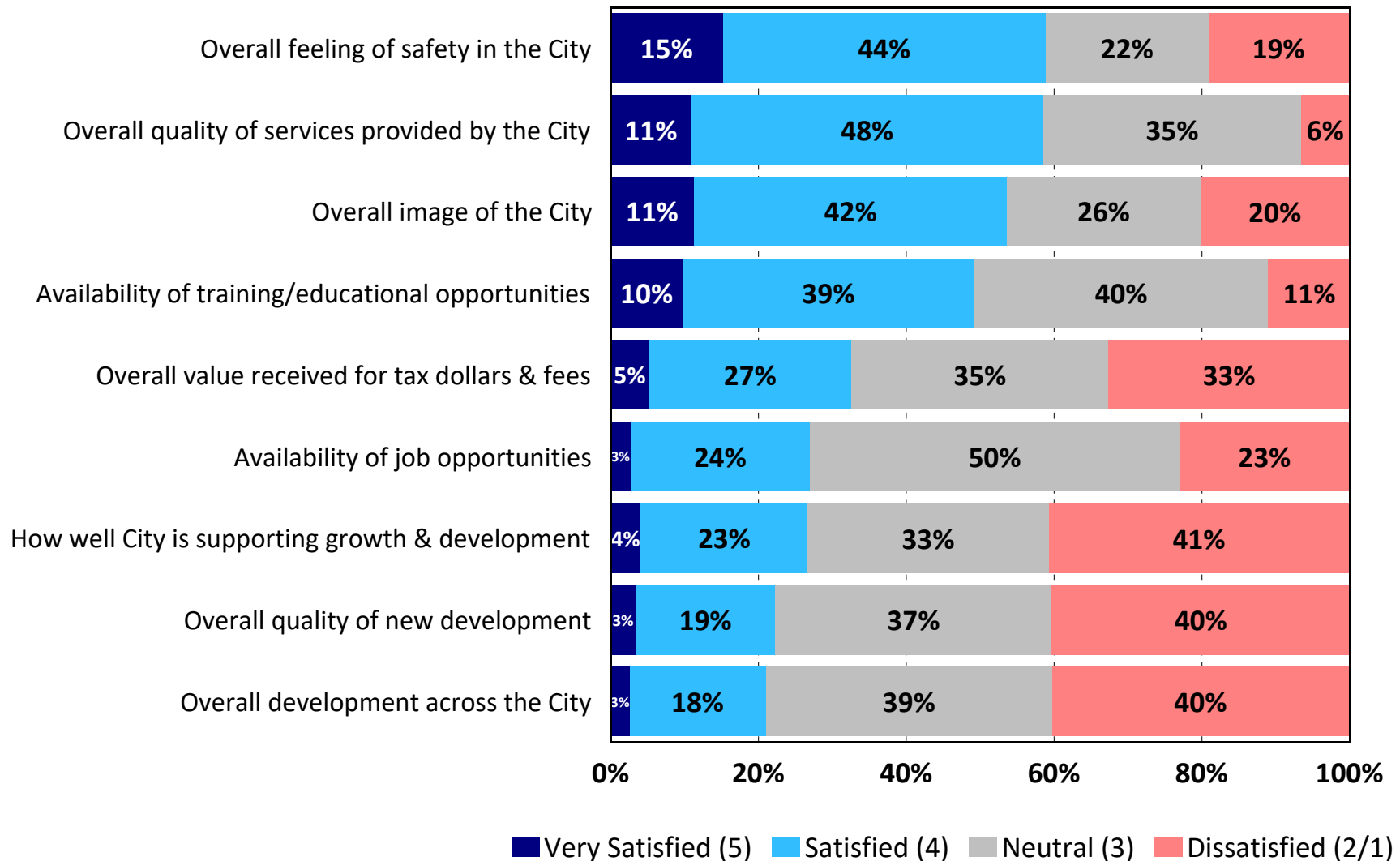
Q2. City Services That Should Receive the Most Emphasis from City Leaders Over the Next Two Years

by percentage of respondents who selected the item as one of their top three choices



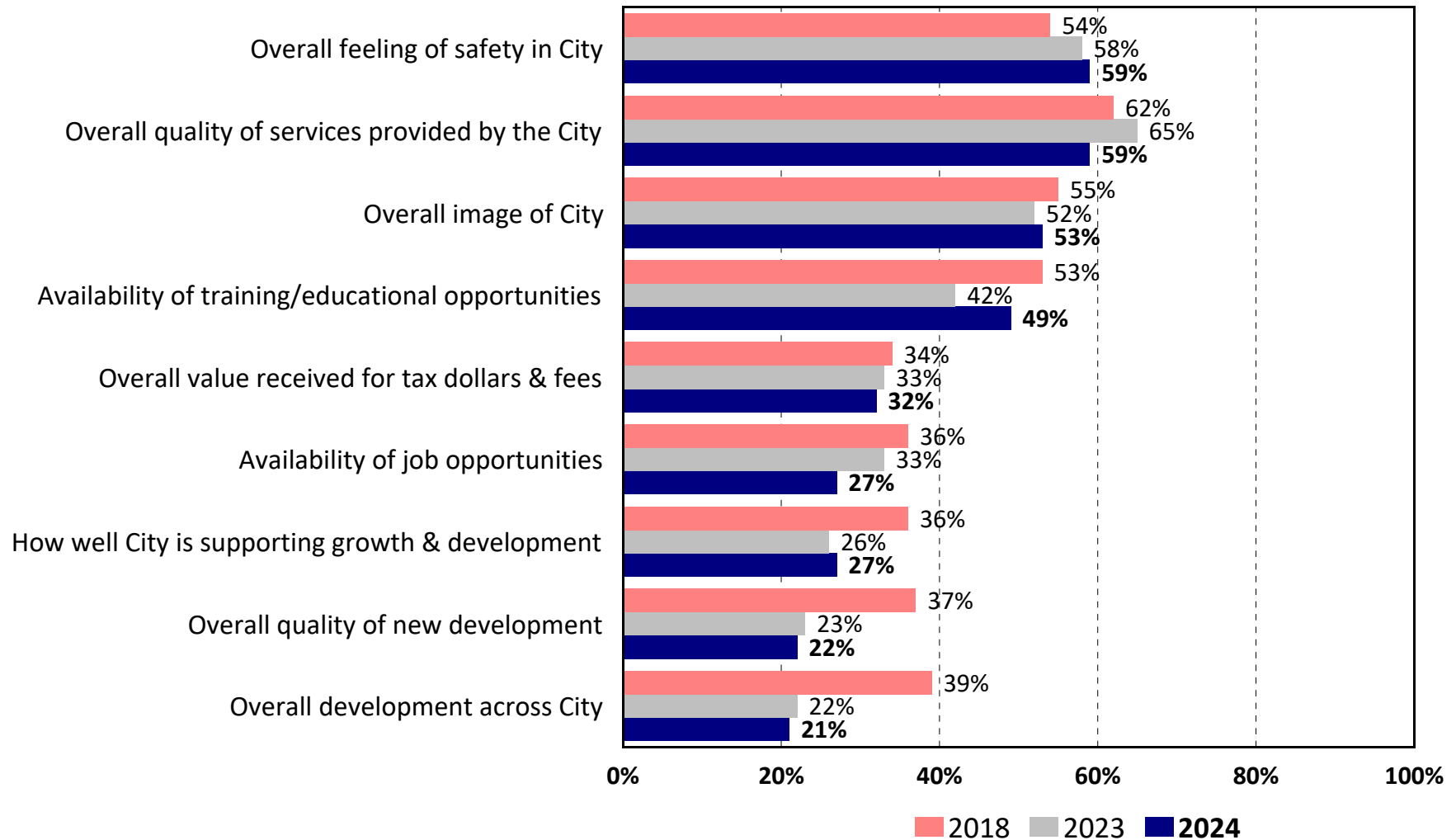
Q3. Satisfaction With Items That Influence Perceptions of the City

by percentage of respondents (excluding don't knows)



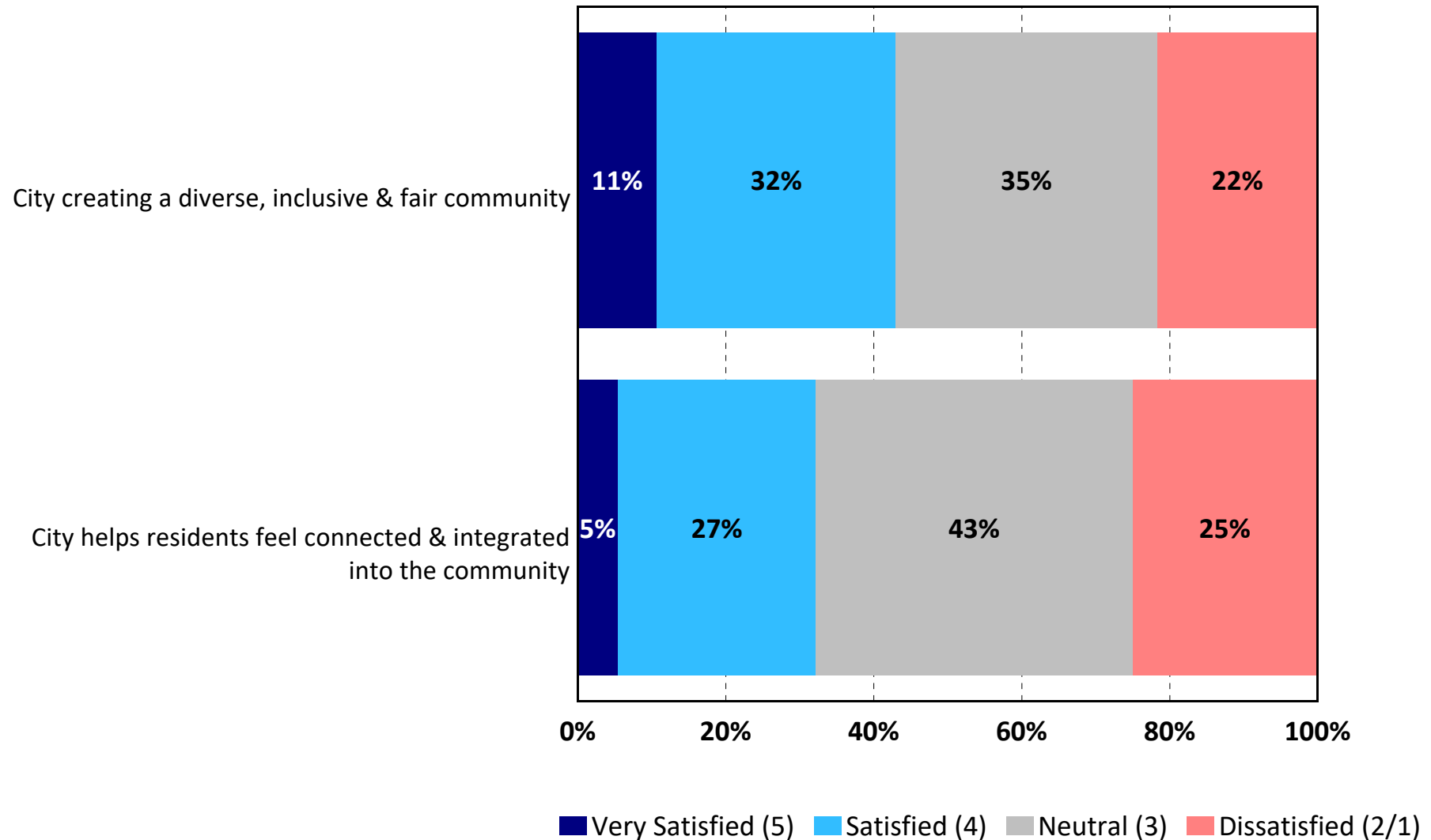
TRENDS: Satisfaction With Items That Influence Perceptions of the City - 2018 to 2024

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



Q4. Satisfaction With Diversity and Inclusion

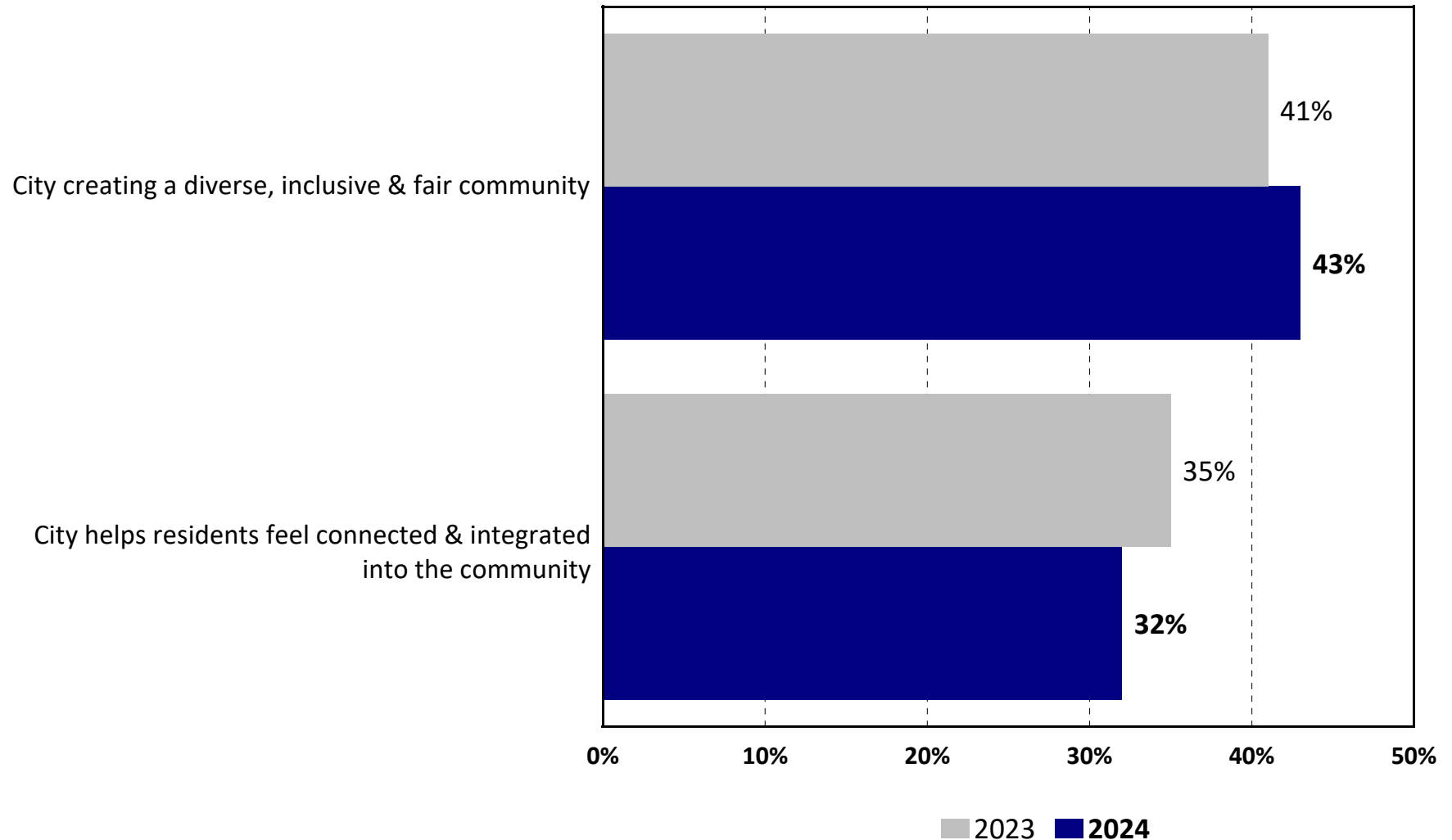
by percentage of respondents (excluding don't knows)



TRENDS: Satisfaction With Diversity and Inclusion

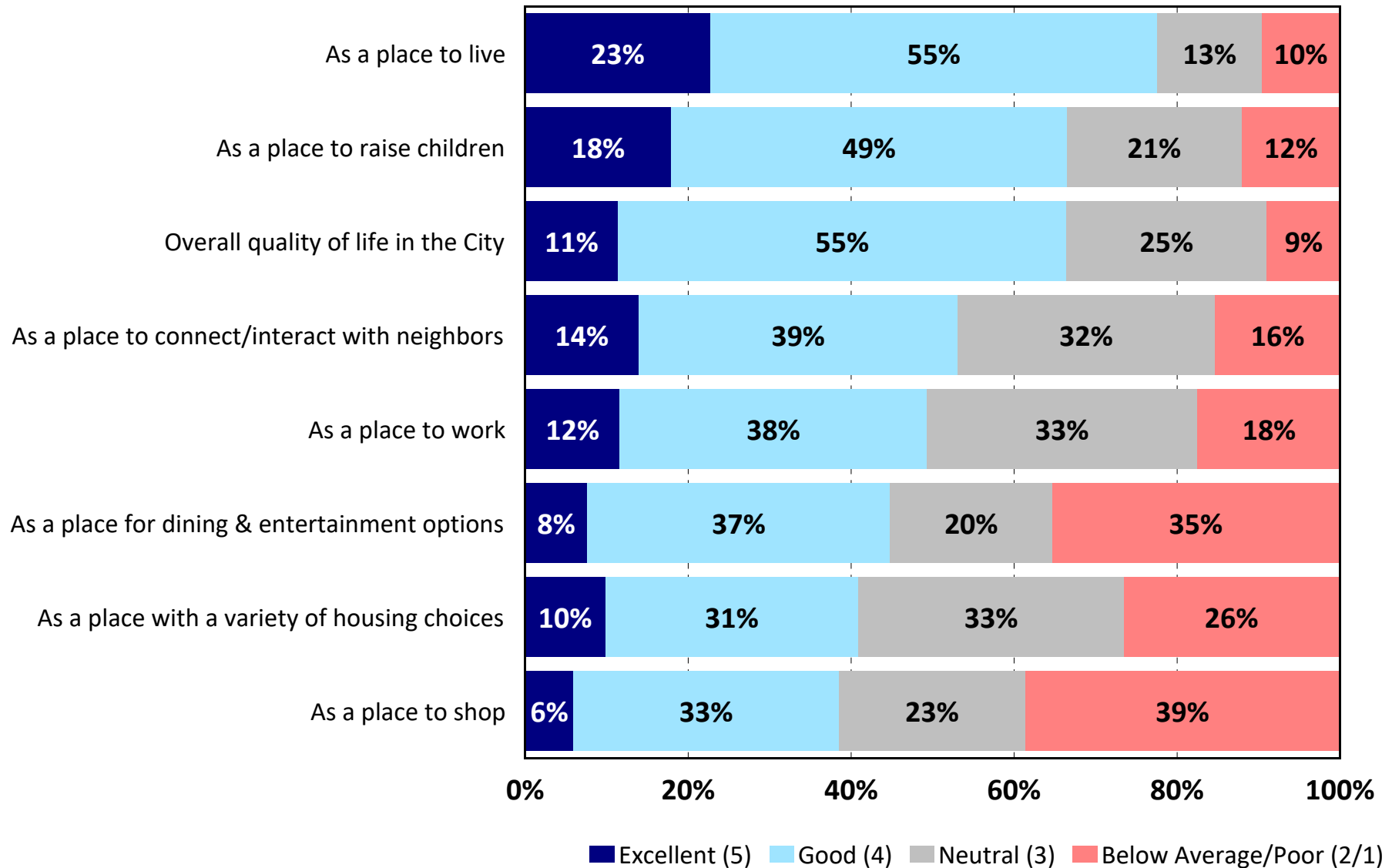
2023 vs. 2024

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



Q5. Ratings of Oregon City

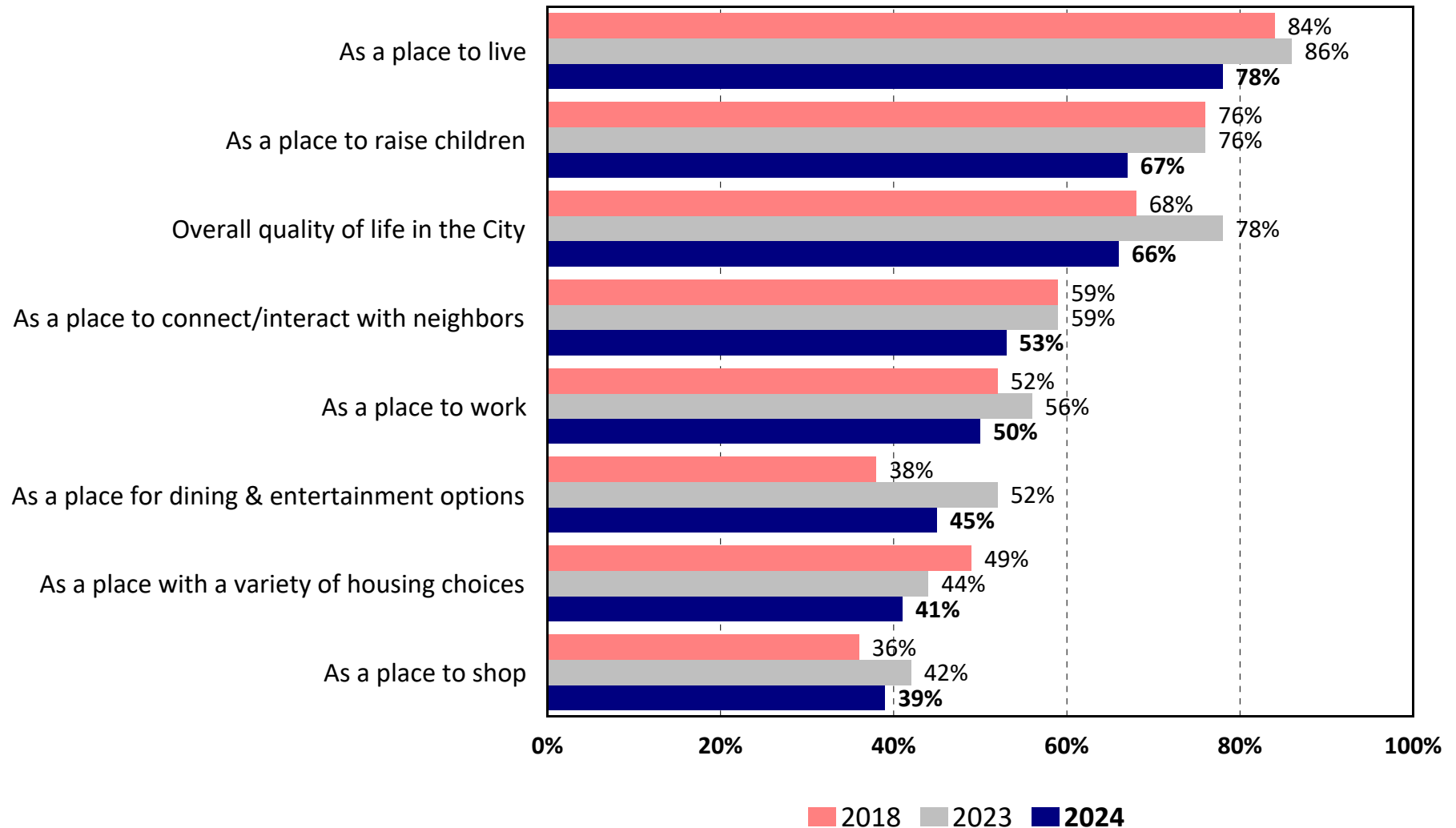
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



TRENDS: Ratings of Oregon City

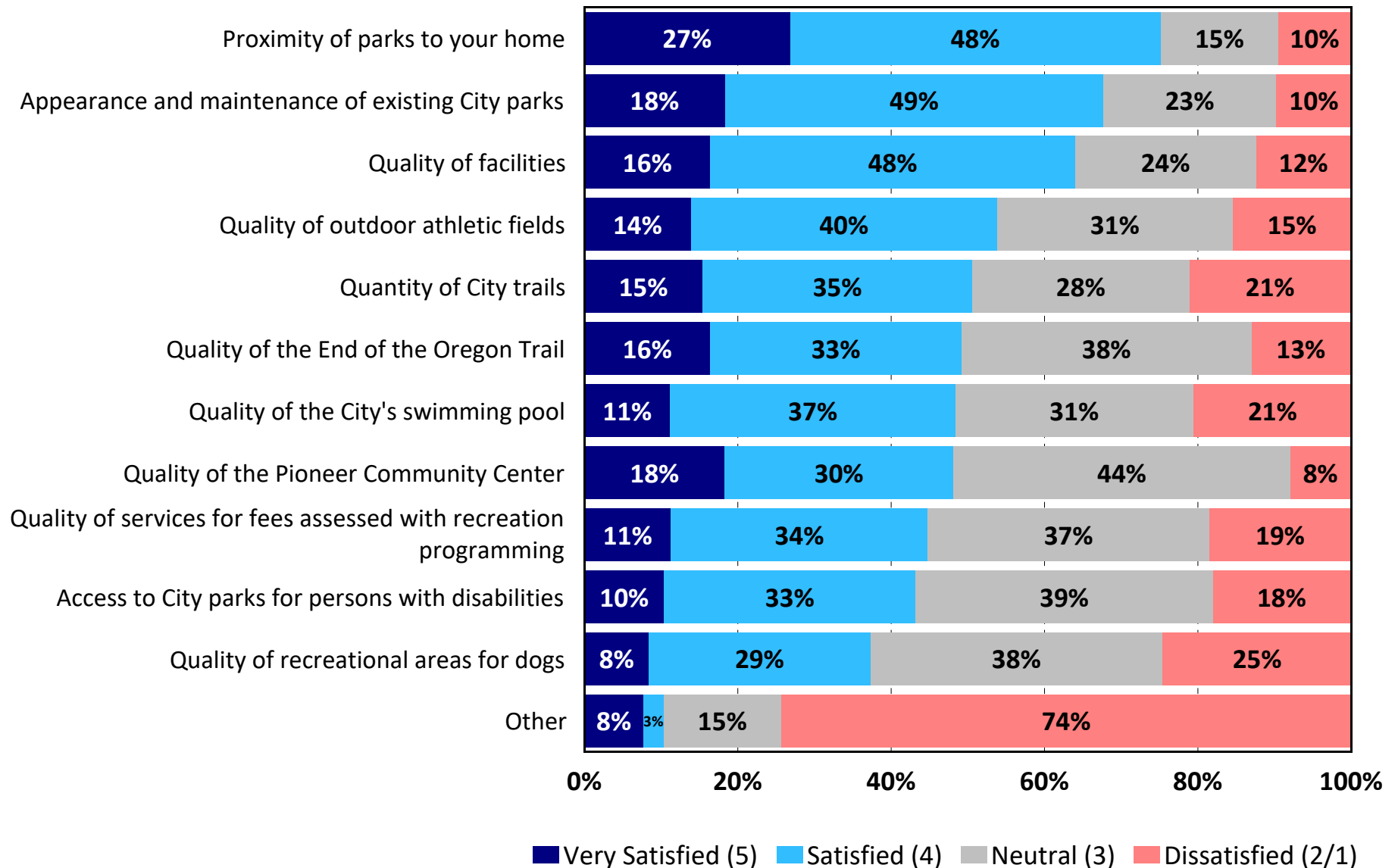
2018 to 2024

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



Q6. Satisfaction With Parks and Recreation Services

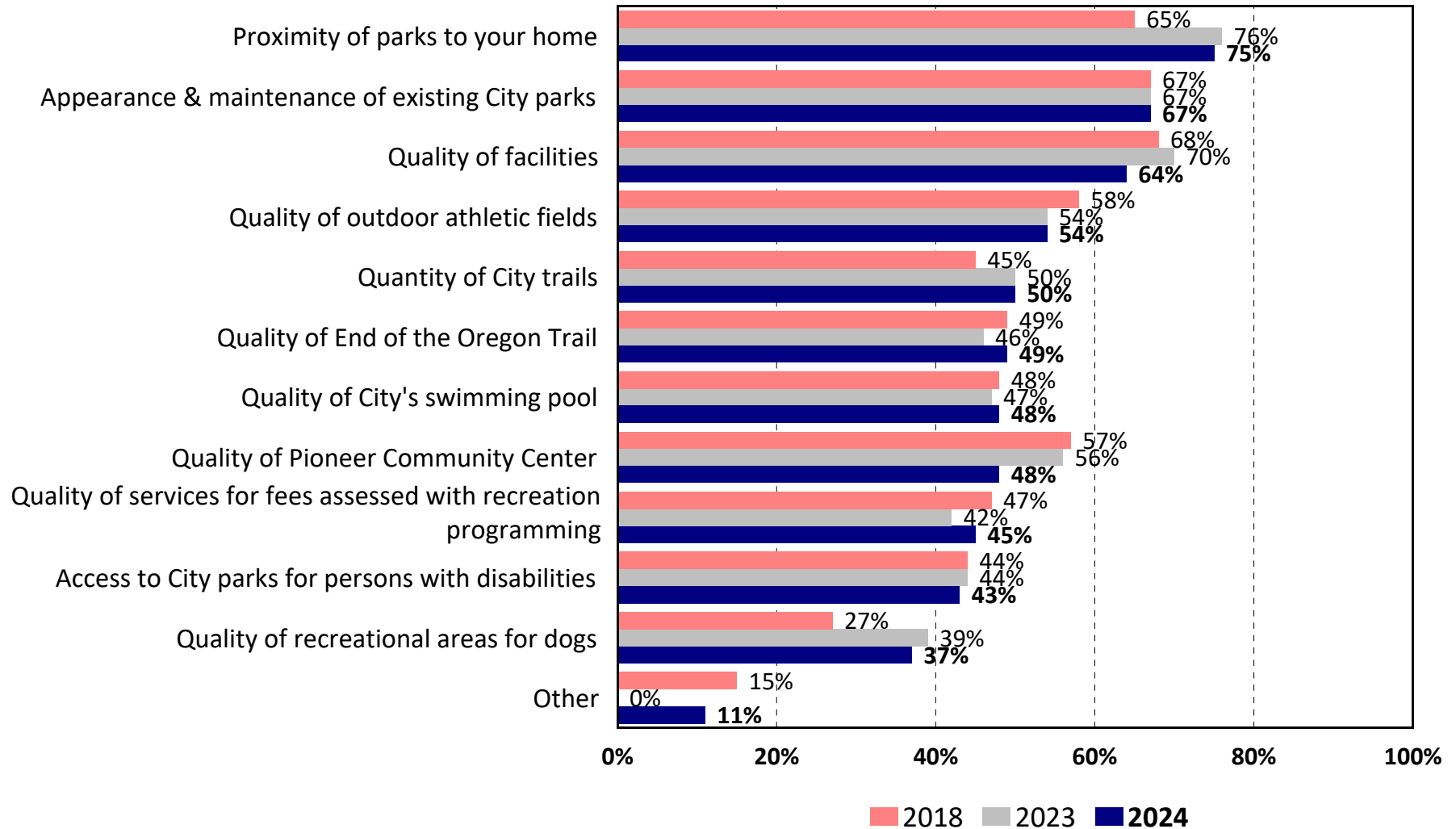
by percentage of respondents (excluding don't knows)



TRENDS: Satisfaction with Parks and Recreation Services

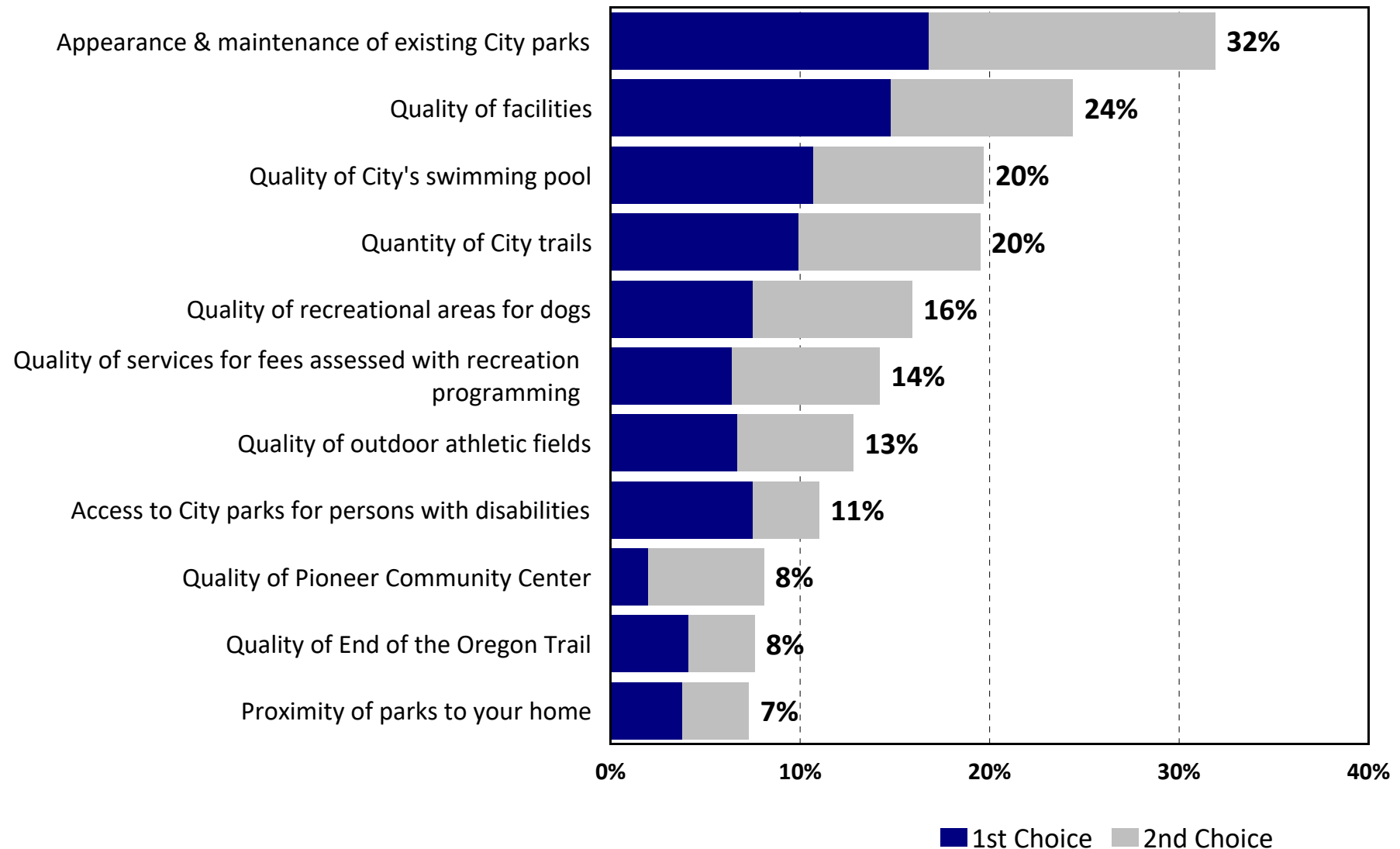
2018 to 2024

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



Q7. Parks and Recreation Services That Should Receive the Most Emphasis from City Leaders Over the Next Two Years

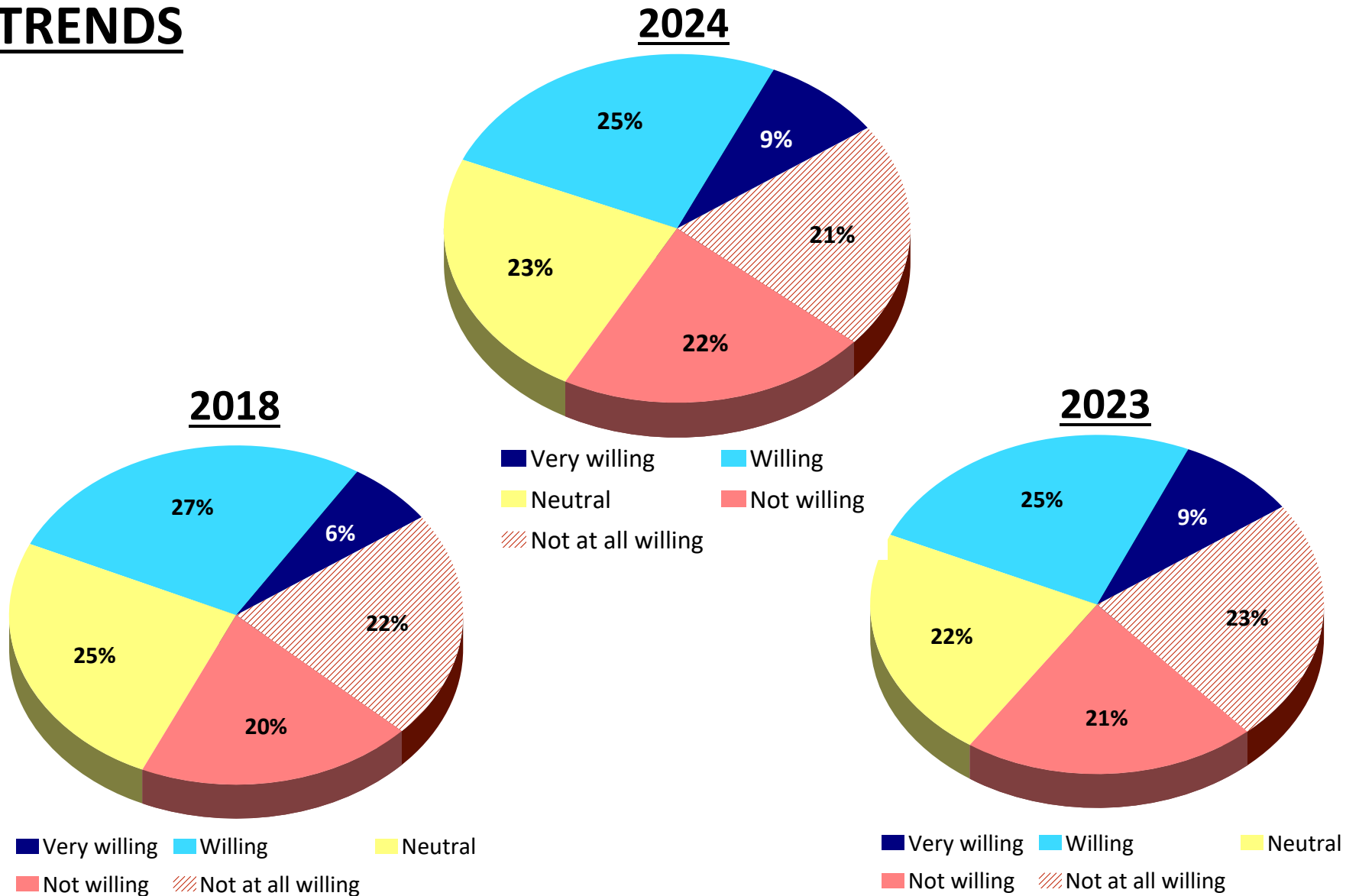
by percentage of respondents who selected the item as one of their top two choices



Q8. Willingness to Pay Additional Taxes or Fees to Acquire, Develop, and Maintain Parks, Recreation, and Trail Facilities

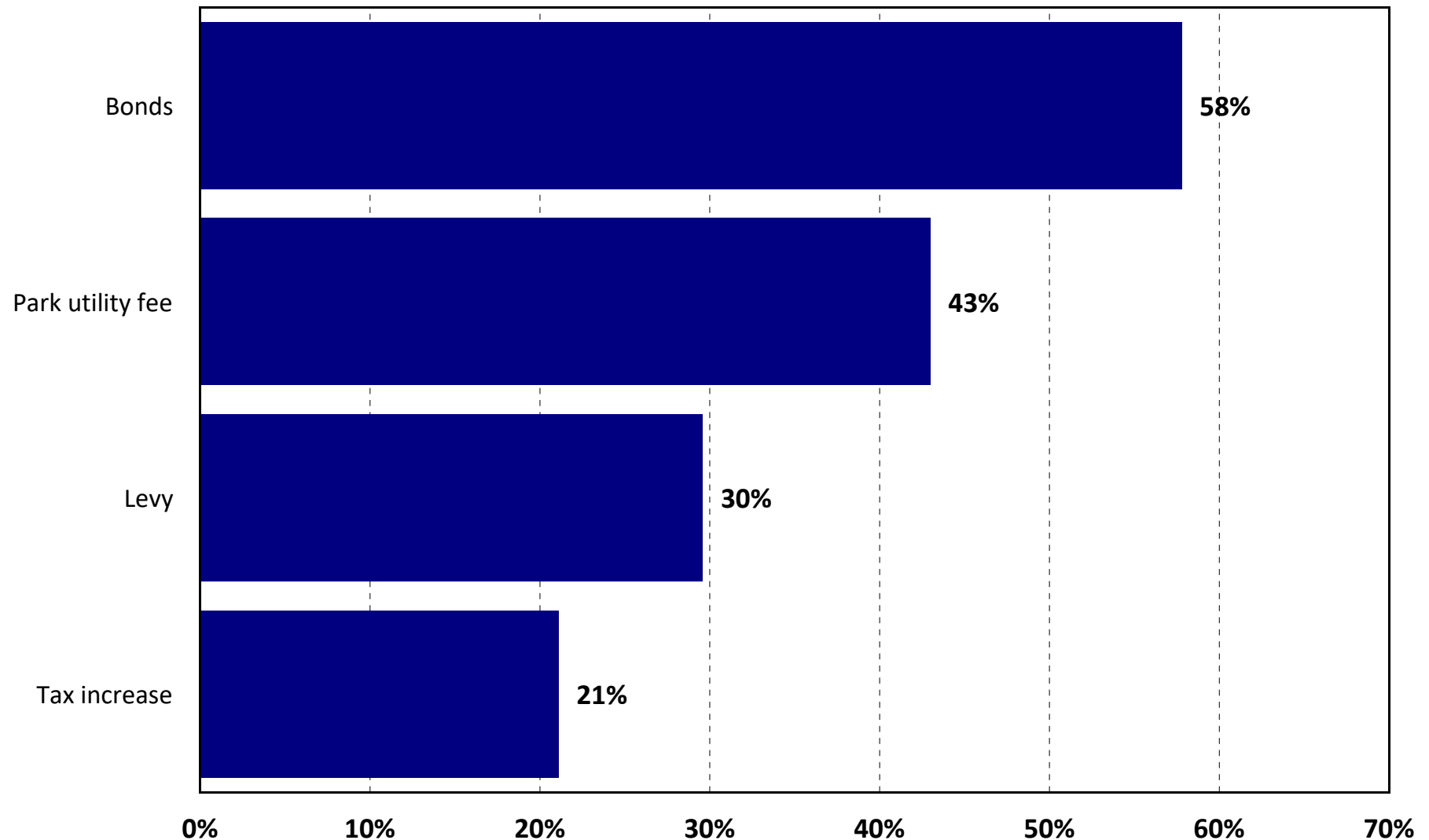
by percentage of respondents (excluding don't knows)

TRENDS



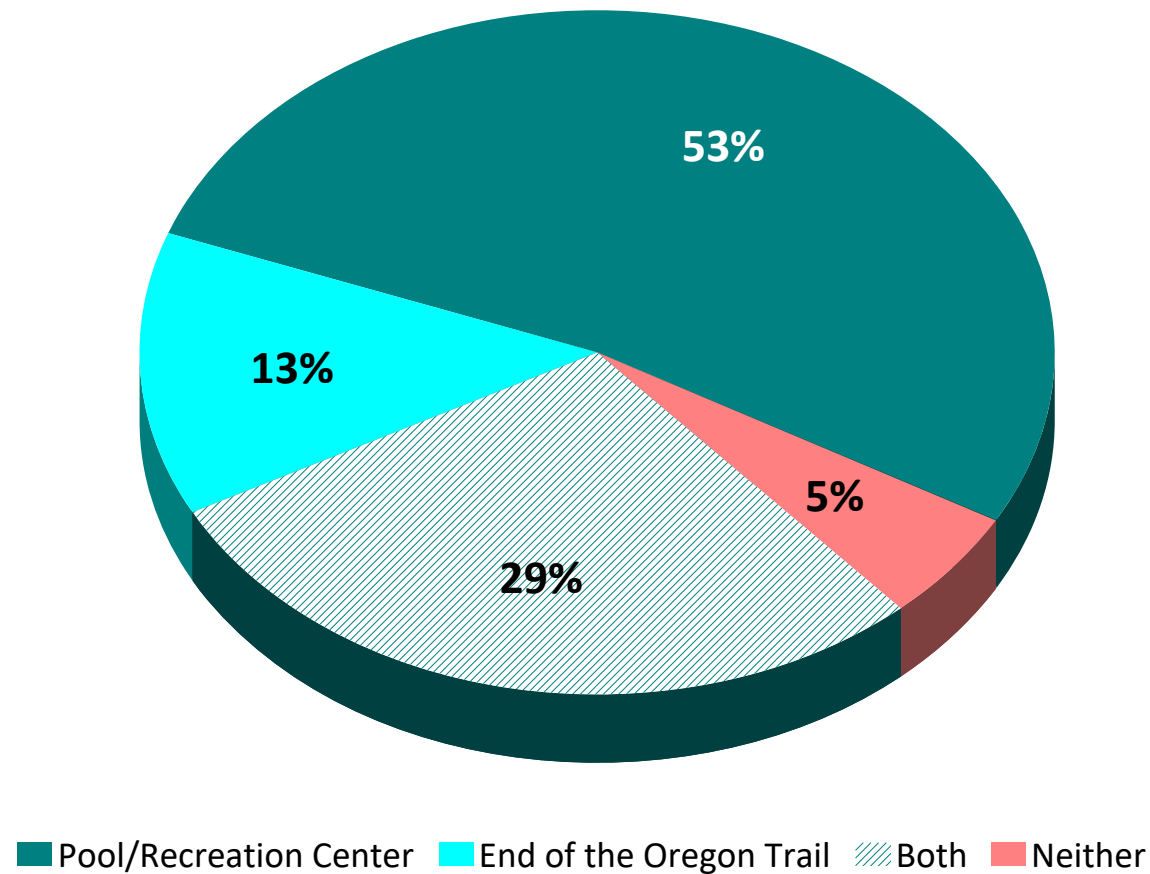
Q9. Methods That Residents Would Support to Raise Funds for Constructing Parks Facilities

by percentage of respondents (excluding "none" - multiple choices could be made)



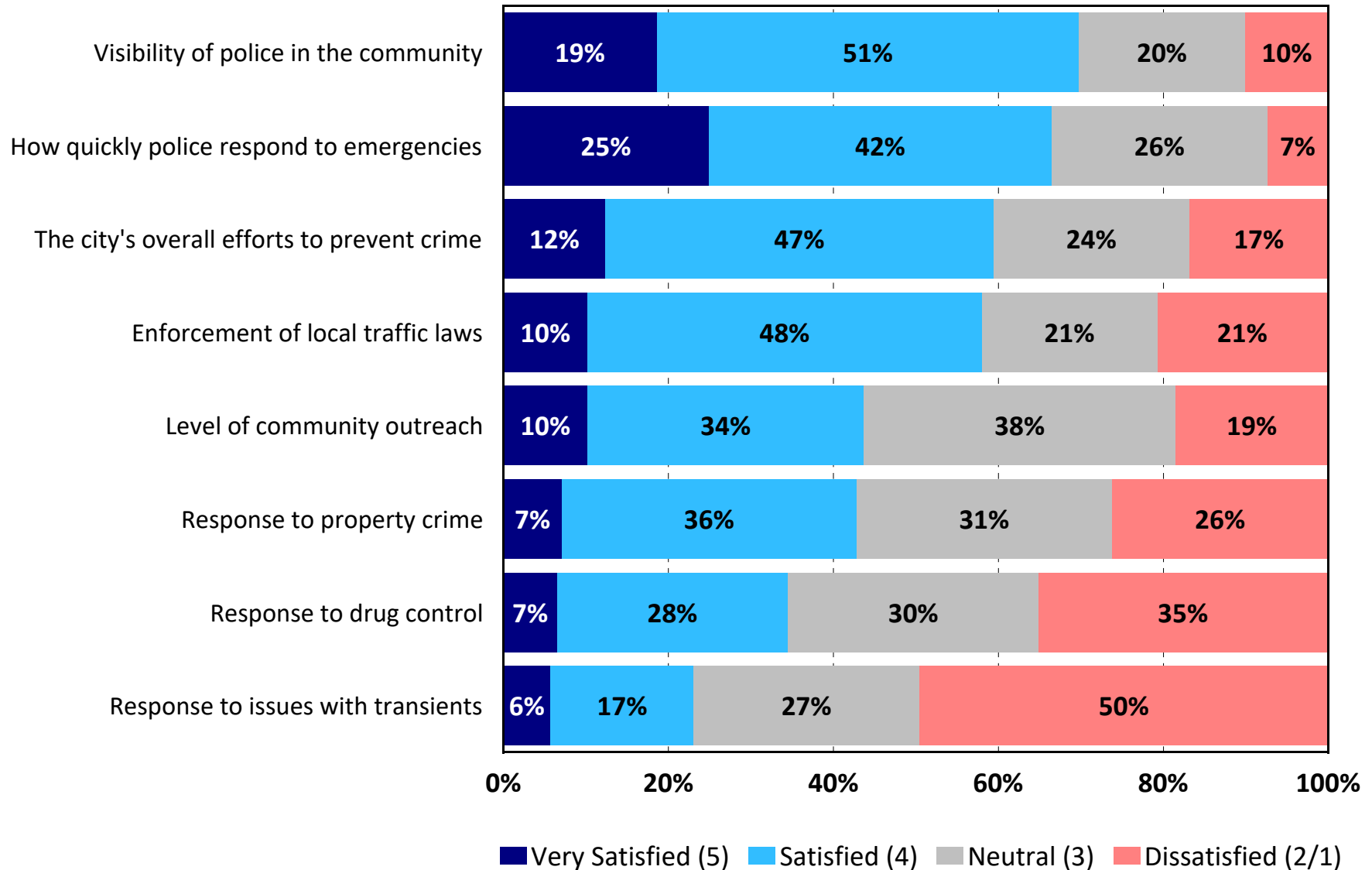
Q9a. Facilities That Residents Would Most Like to See the City Prioritize

by percentage of respondents who would support additional costs (excluding “not provided”)



Q10. Satisfaction With Public Safety Services

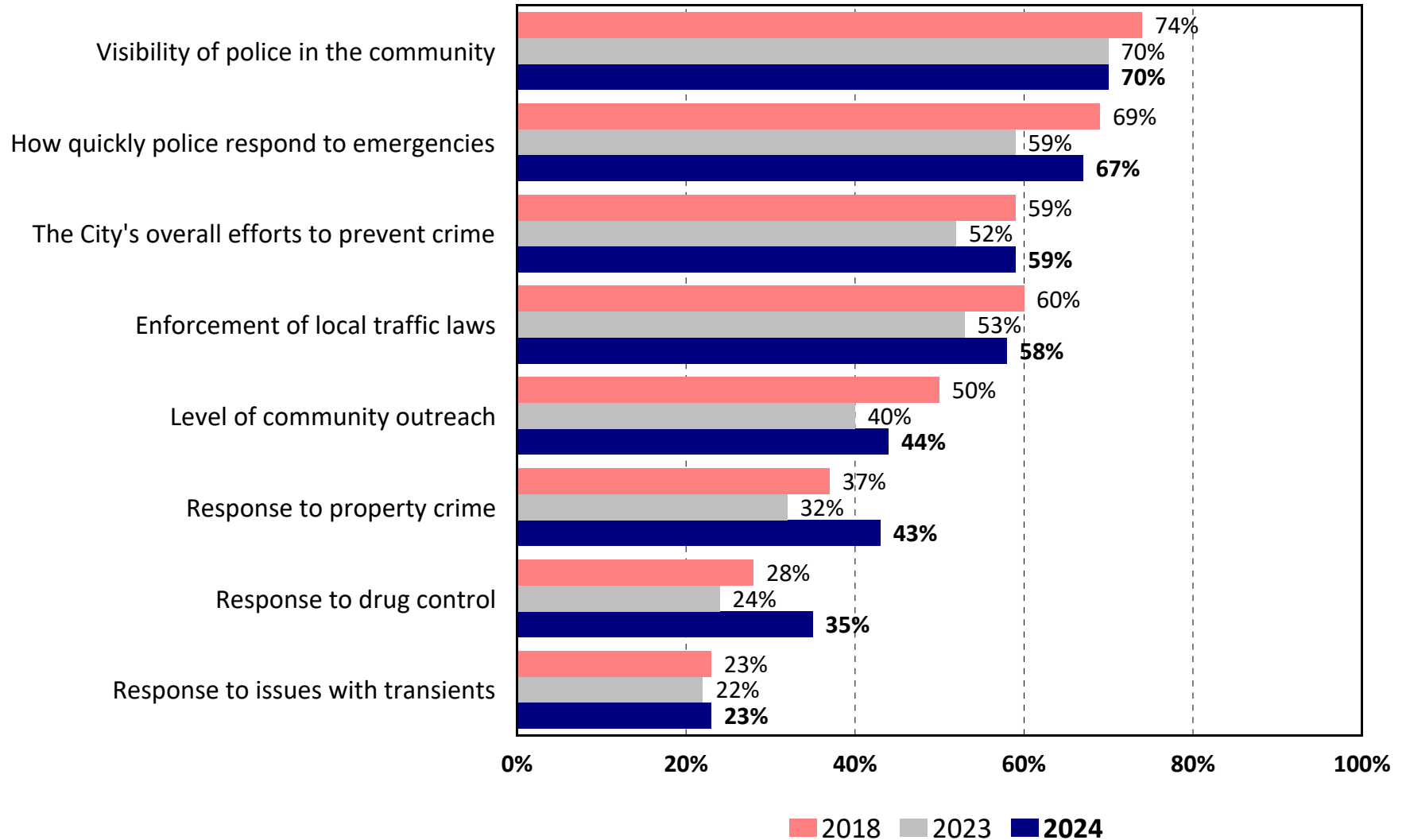
by percentage of respondents (excluding don't knows)



TRENDS: Satisfaction with Public Safety Services

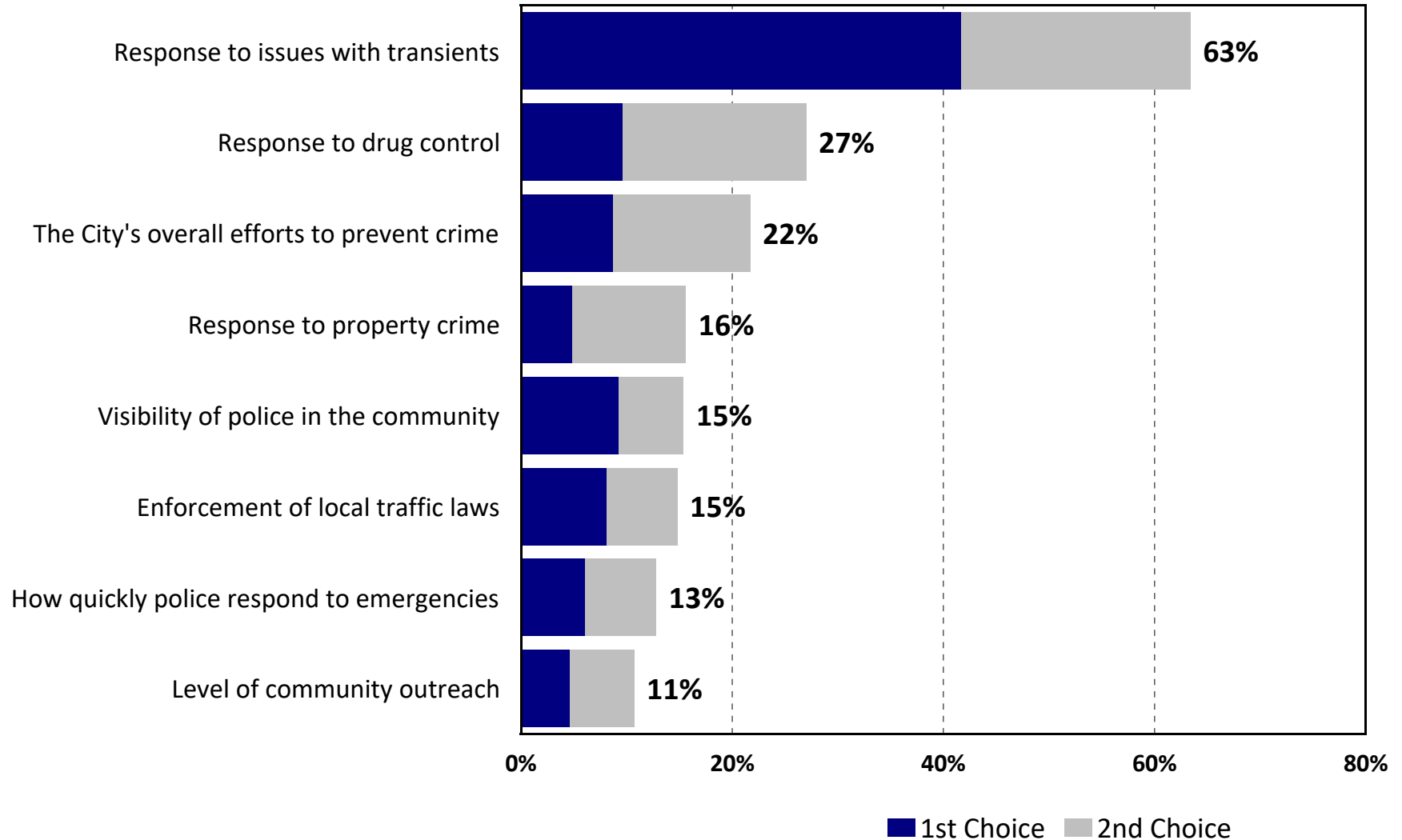
2018 to 2024

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



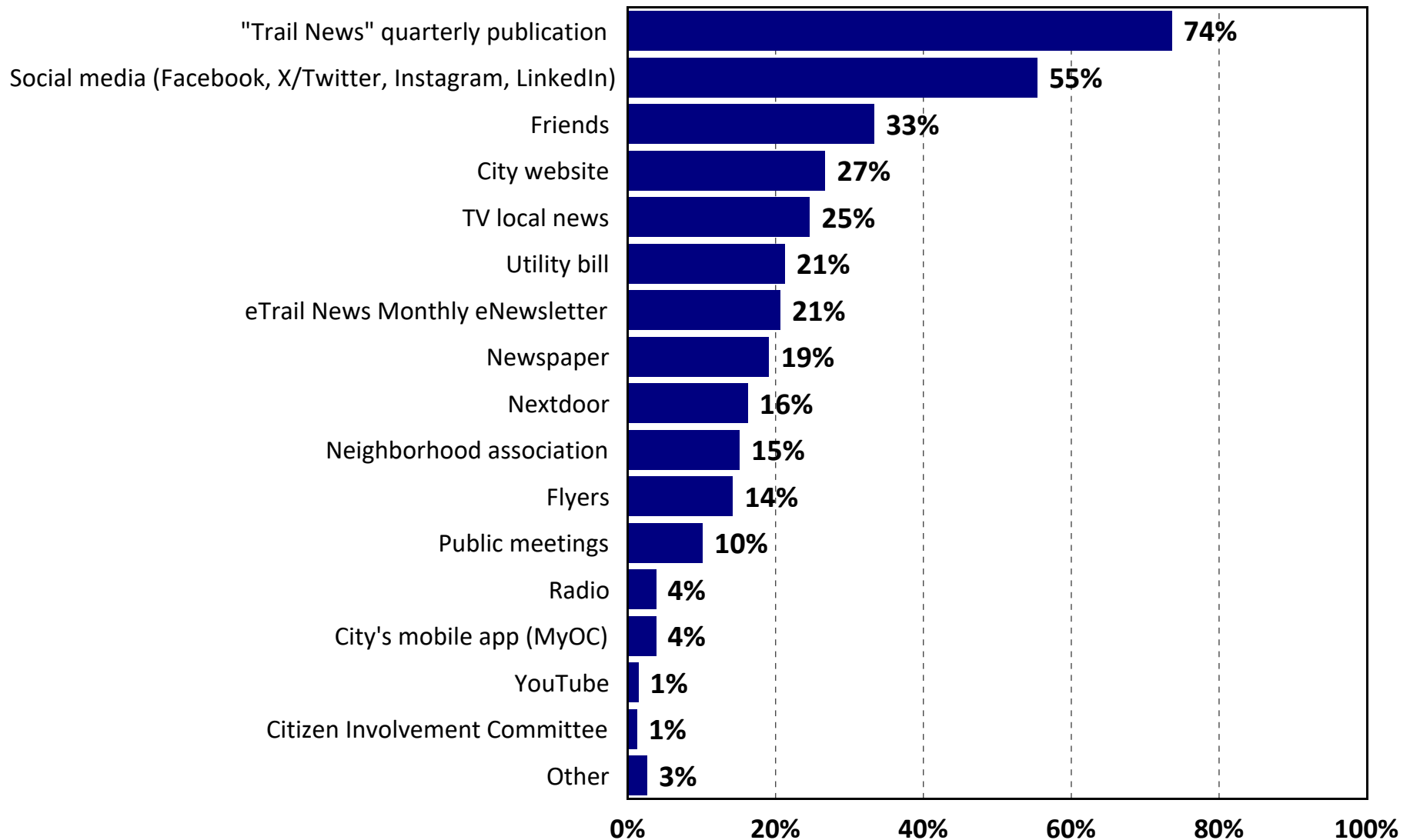
Q11. Public Safety Services That Should Receive the Most Emphasis from City Leaders Over the Next Two Years

by percentage of respondents who selected the item as one of their top two choices



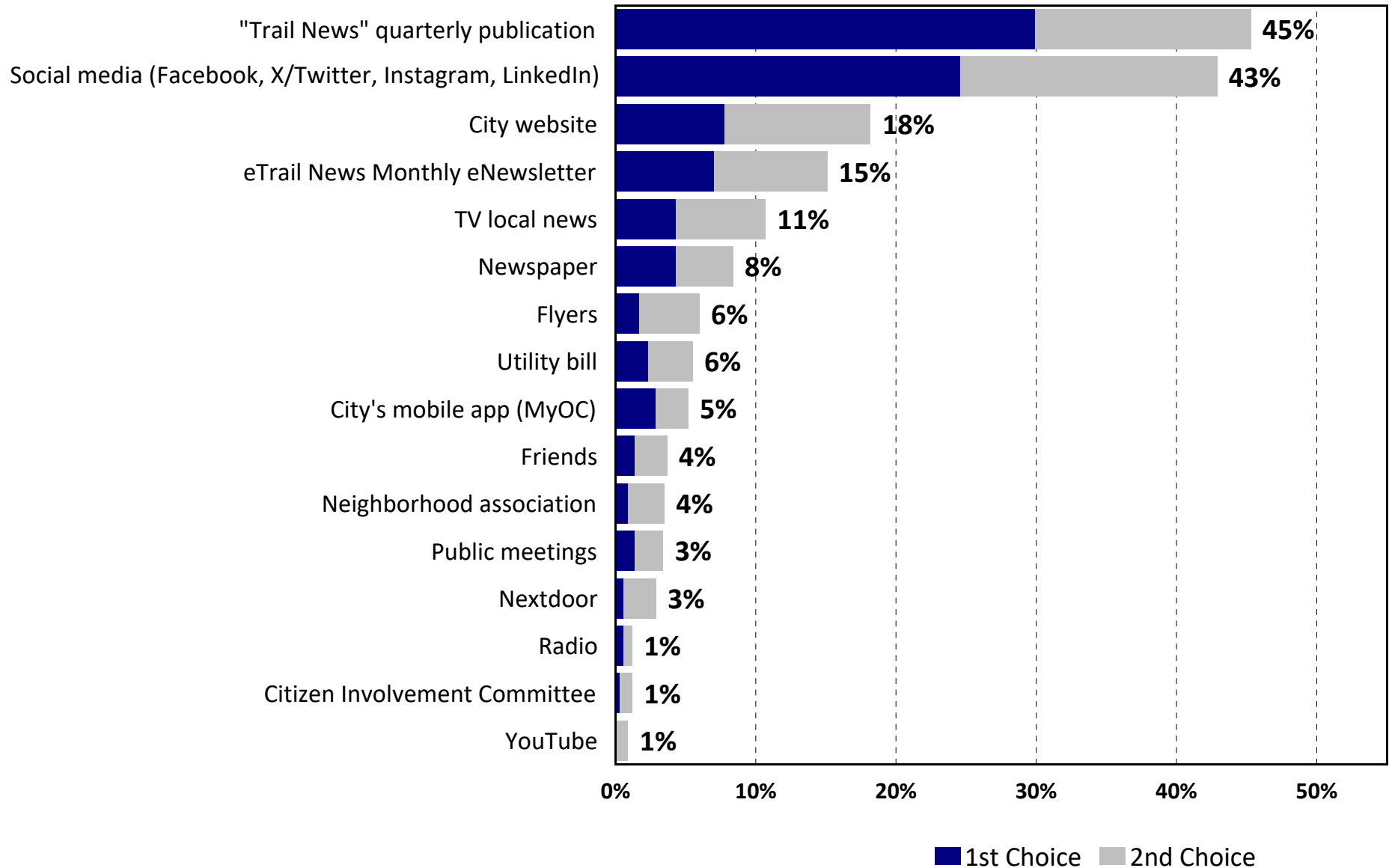
Q12. Where do you currently get news and information about City programs, services, and events?

by percentage of respondents (multiple choices could be made)



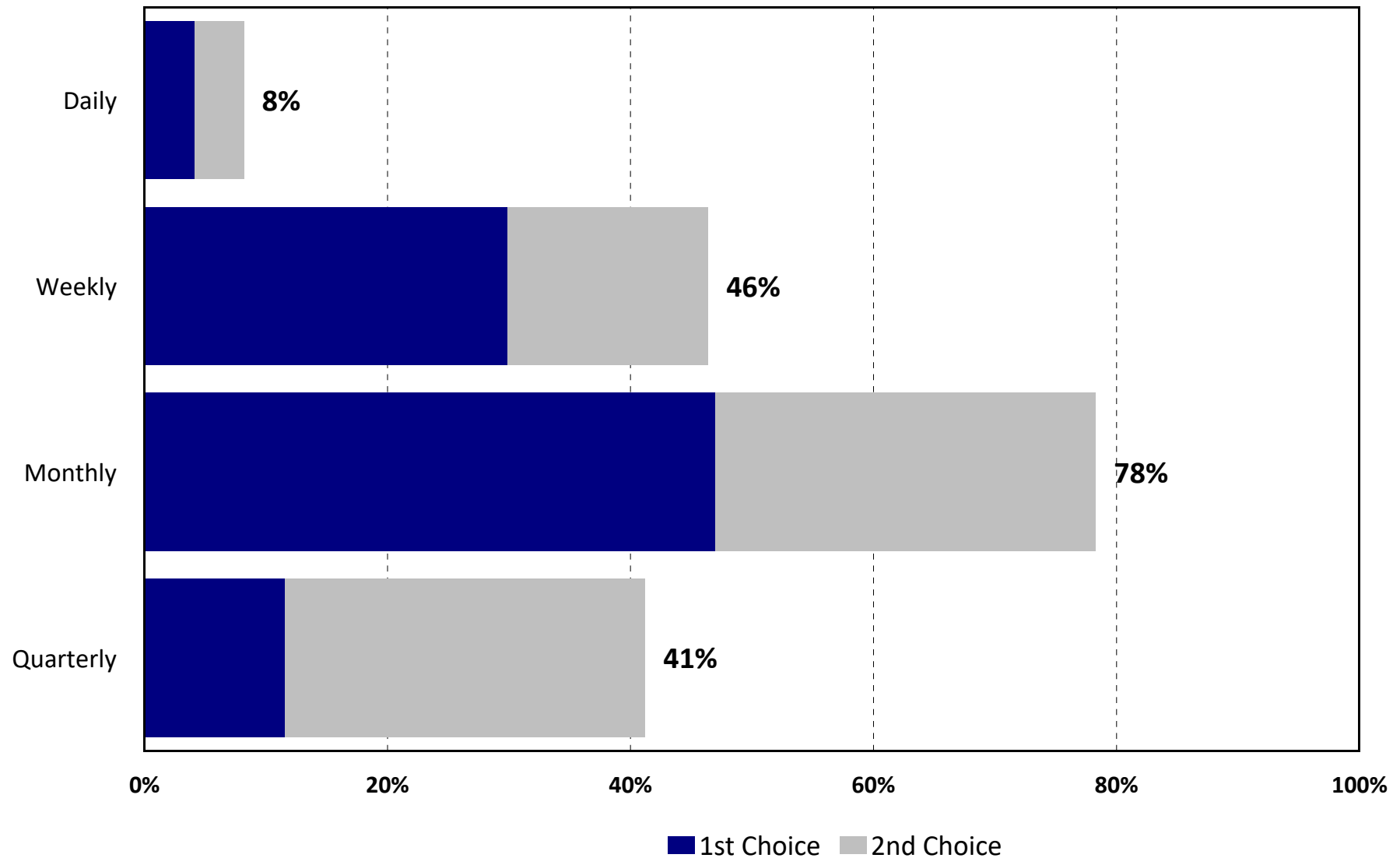
Q12a. Most Preferred Way to Get Information From the City

by percentage of respondents who selected the item as one of their top two choices



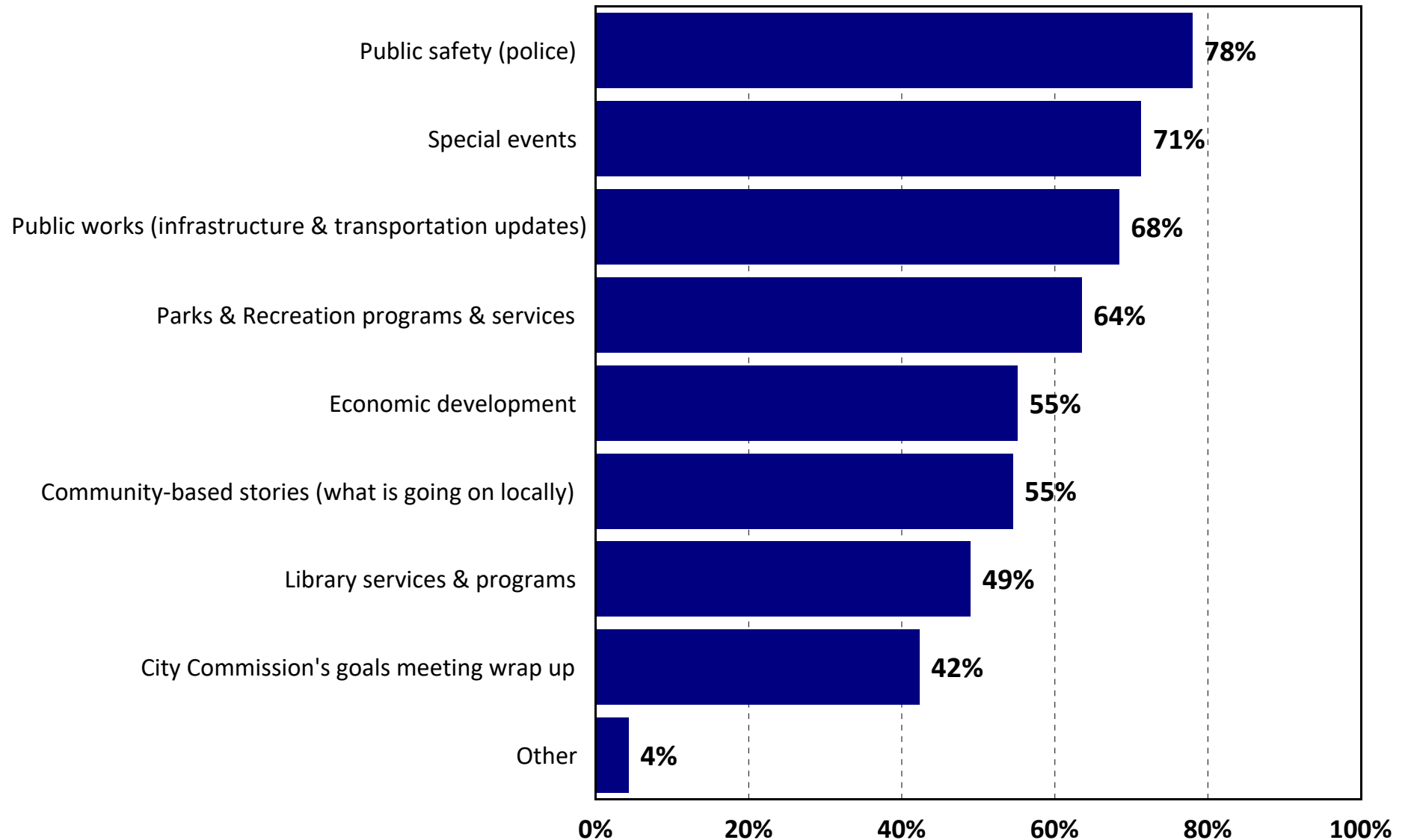
Q12b. How Frequently Respondents Would Like to Receive Information From the City

by percentage of respondents who selected the item as one of their top two choices



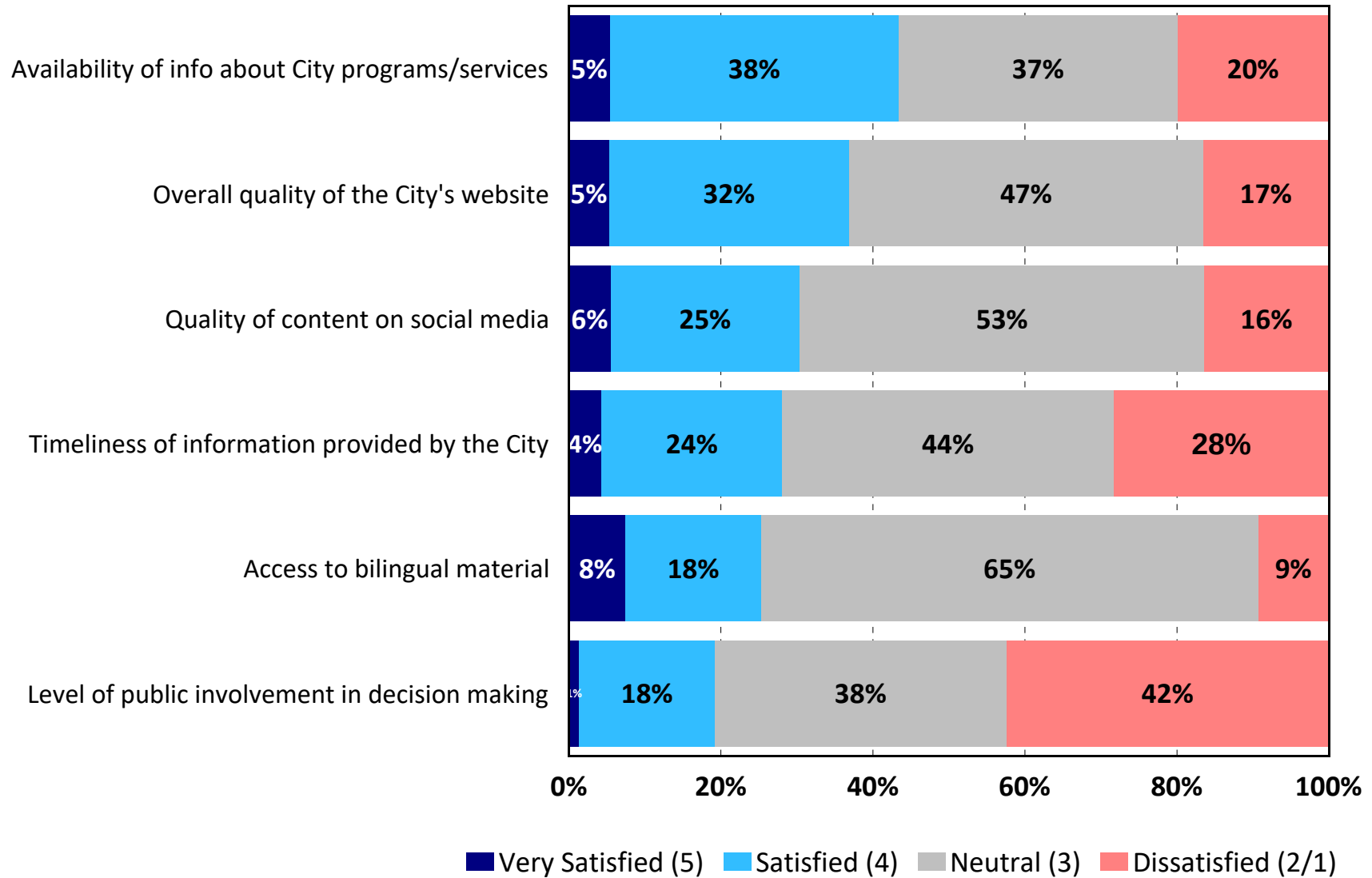
Q13. Types of Information Respondents Would Like to Receive From the City of Oregon City

by percentage of respondents (multiple choices could be made)



Q14. Satisfaction With City Communication

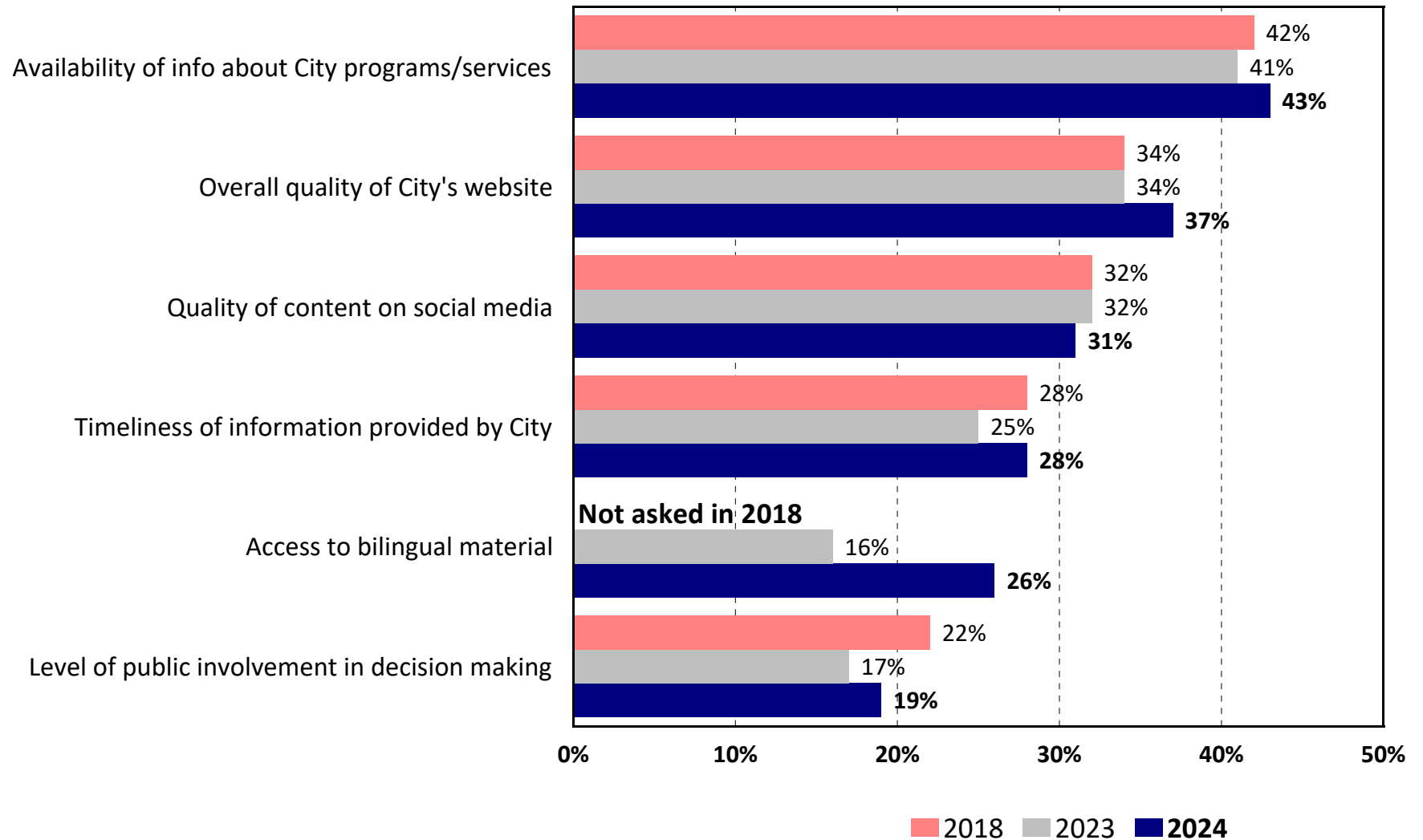
by percentage of respondents (excluding don't knows)



TRENDS: Satisfaction With City Communication

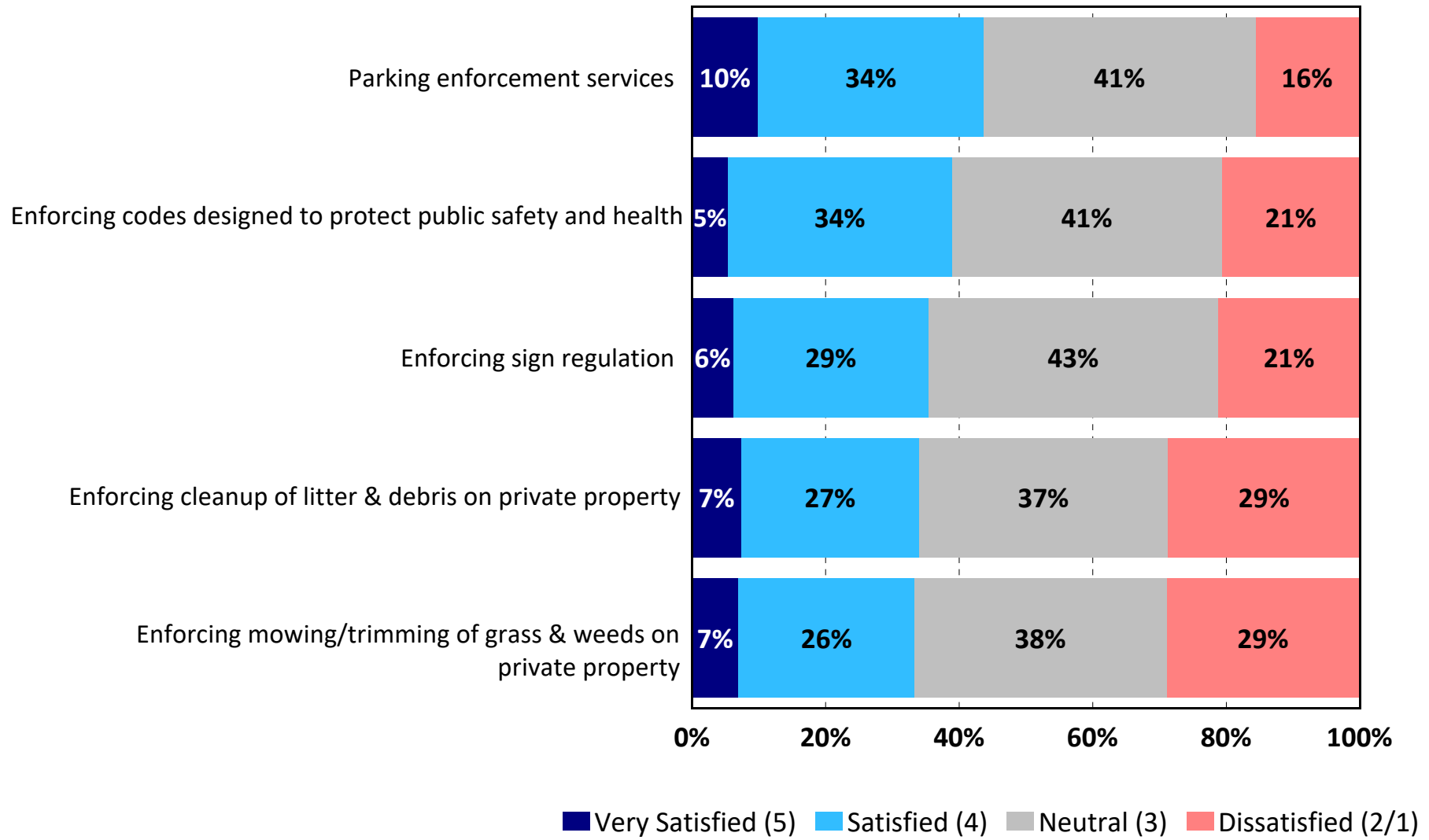
2018 to 2024

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



Q15. Satisfaction With Code Enforcement

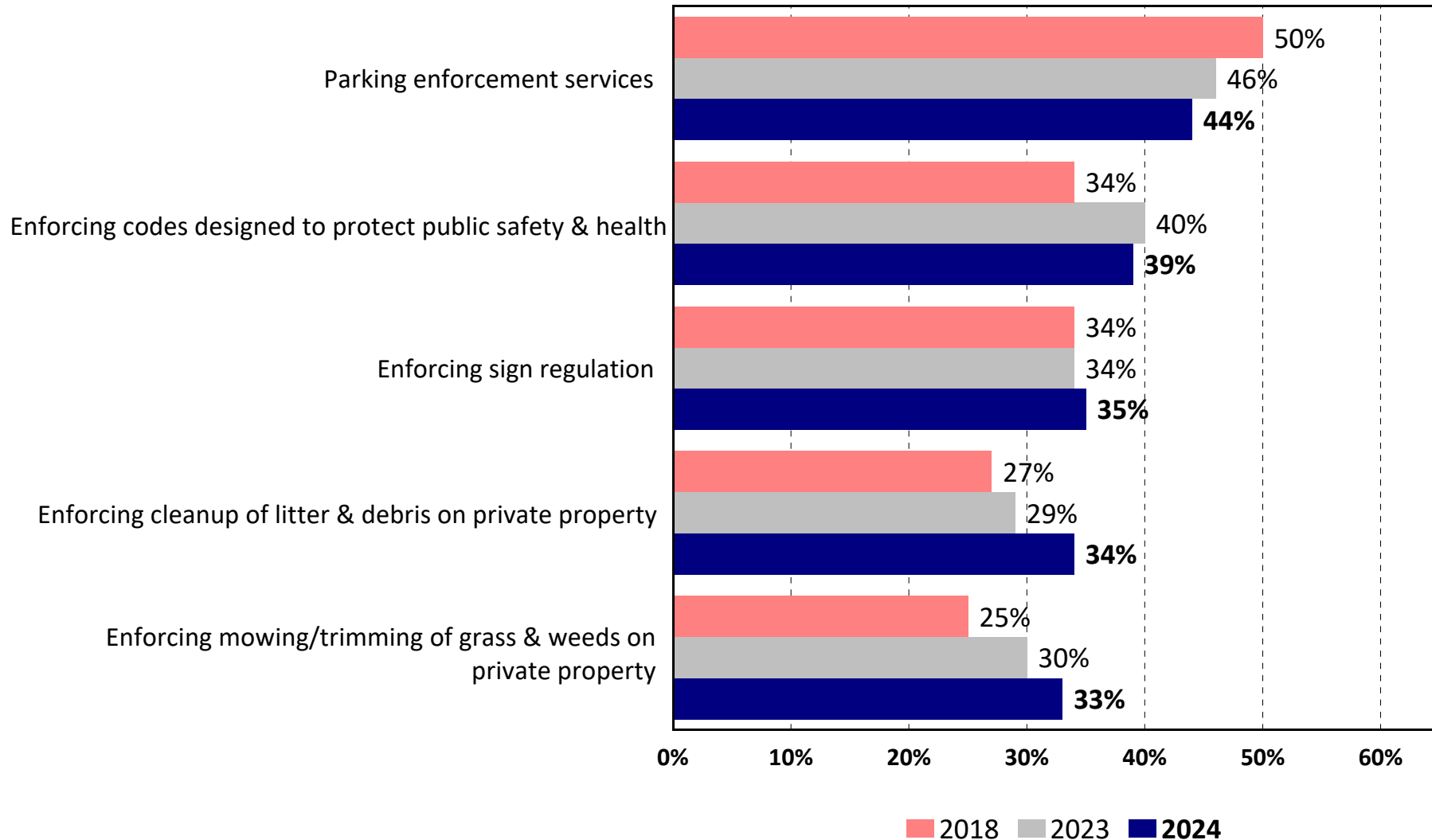
by percentage of respondents (excluding don't knows)



TRENDS: Satisfaction With Code Enforcement

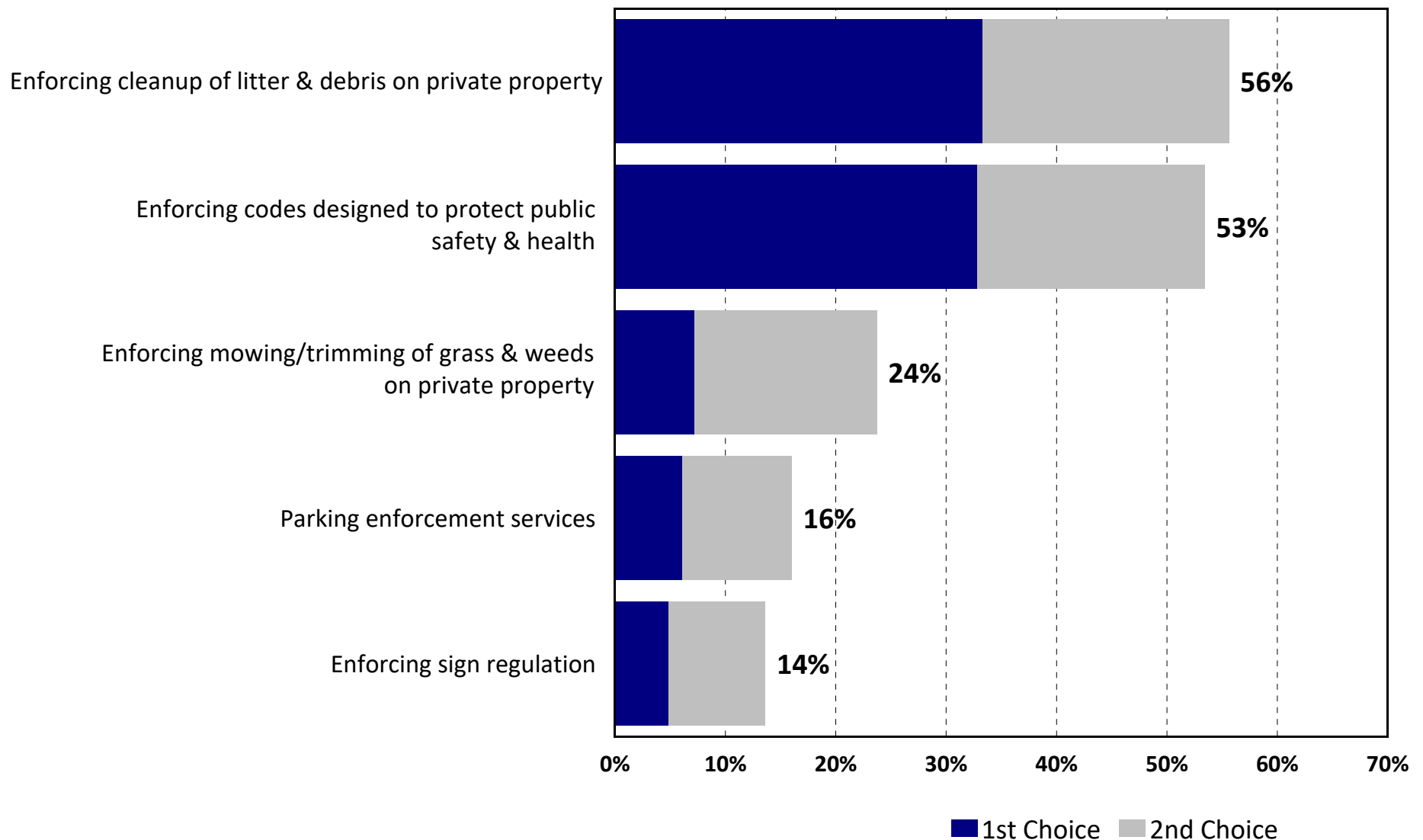
2018 to 2024

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



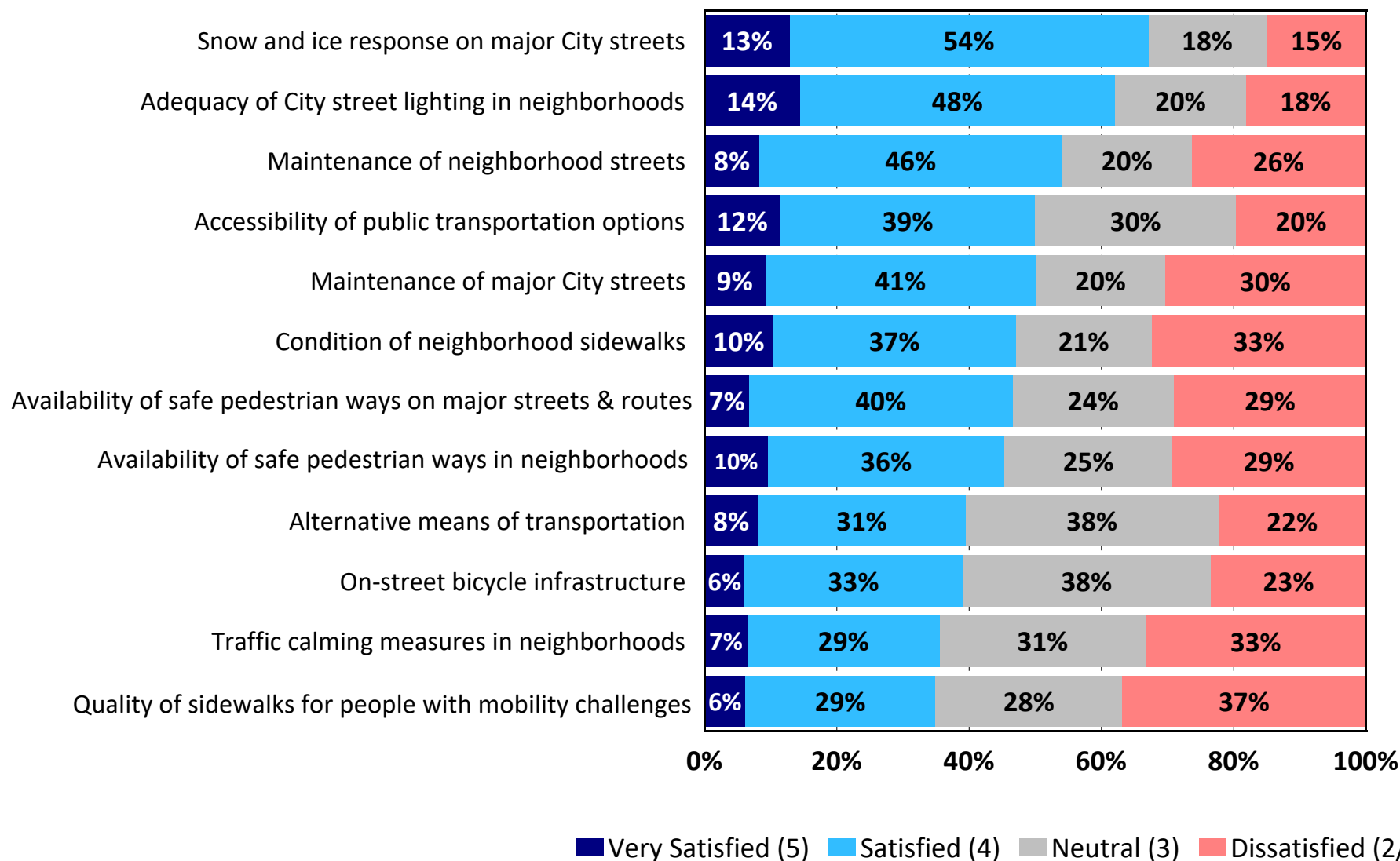
Q16. Code Enforcement Services That Should Receive the Most Emphasis Over the Next Two Years

by percentage of respondents who selected the item as one of their top two choices



Q17. Satisfaction With Traffic and Infrastructure Services

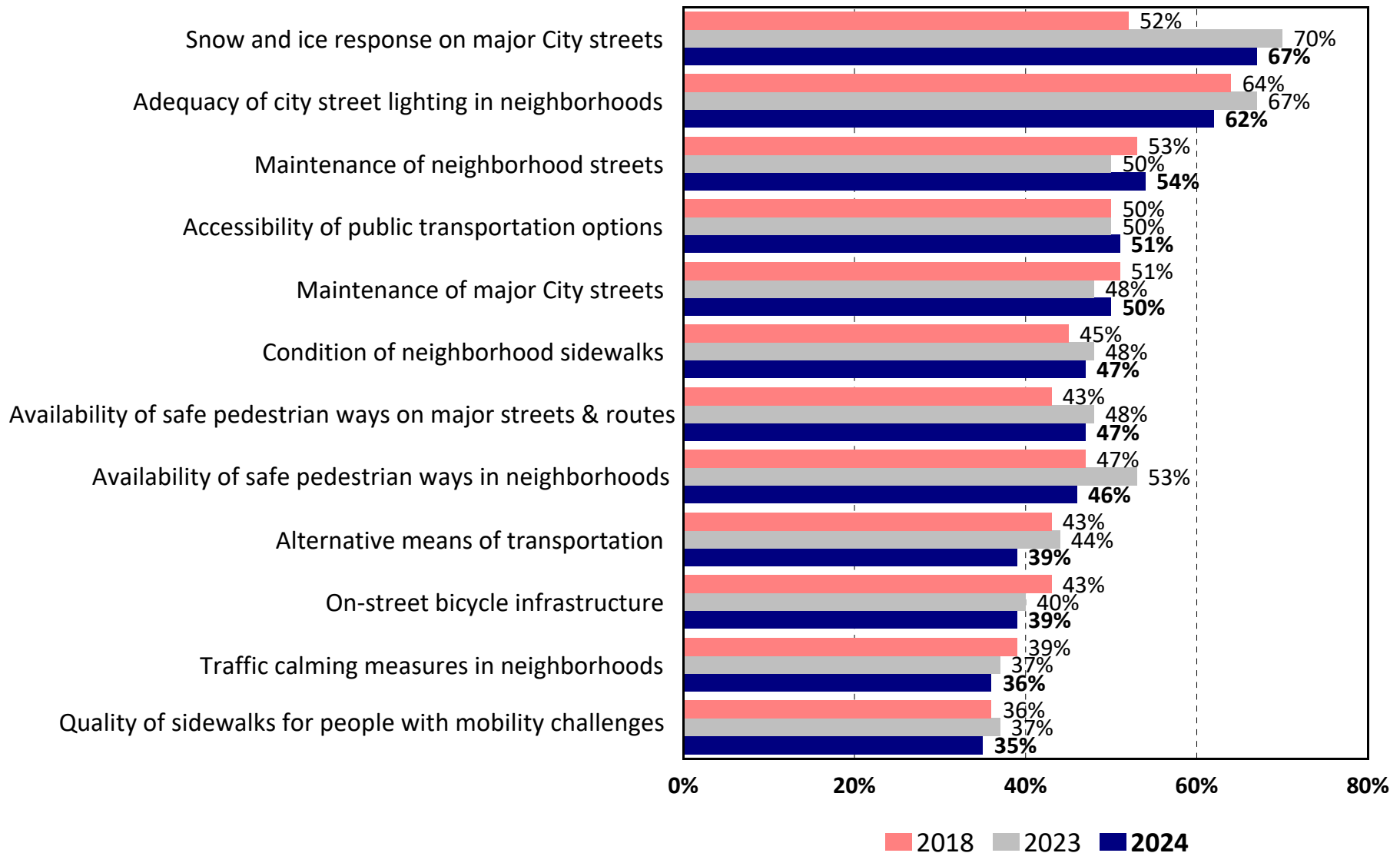
by percentage of respondents (excluding don't knows)



TRENDS: Satisfaction With Traffic and Infrastructure Services

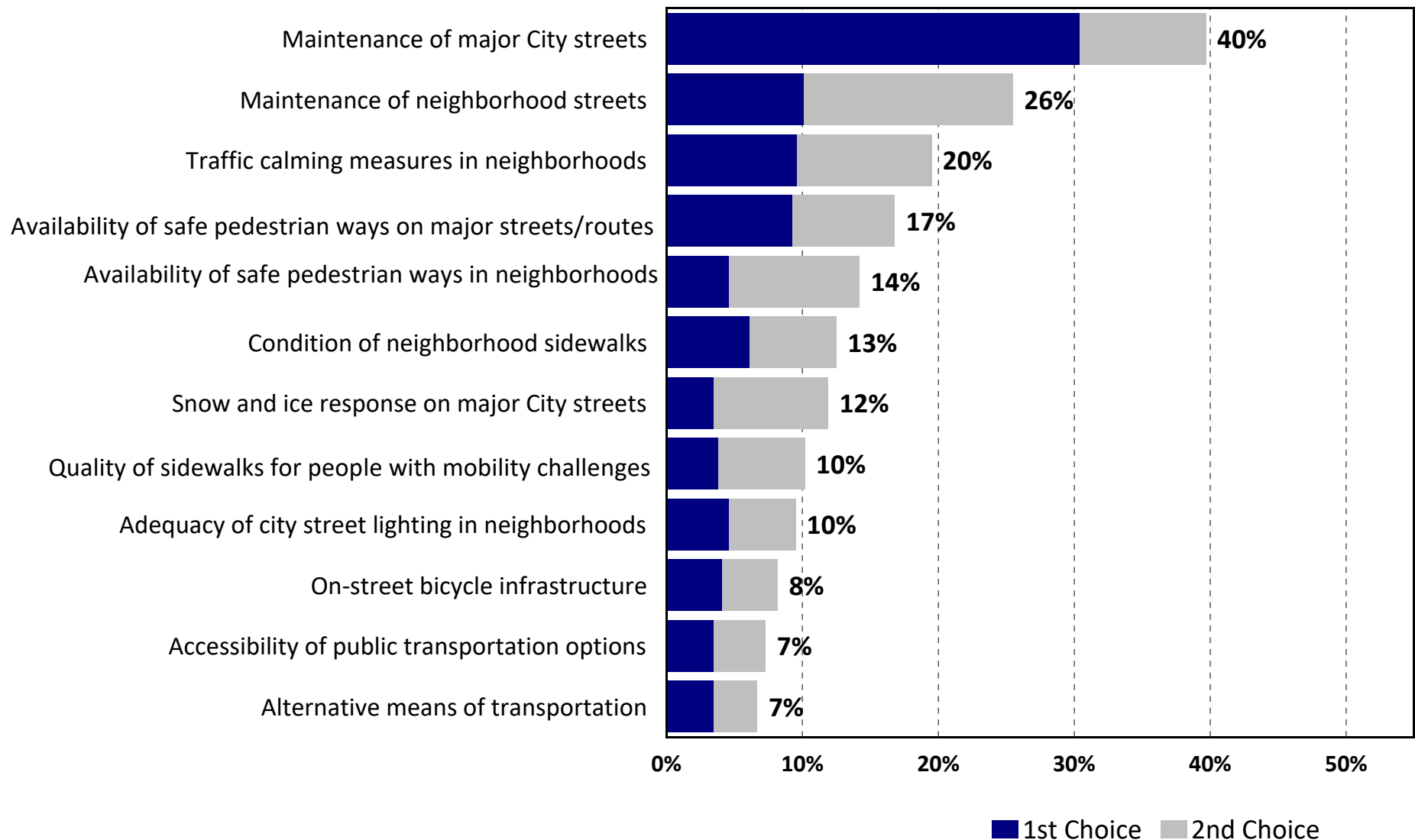
2018 to 2024

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



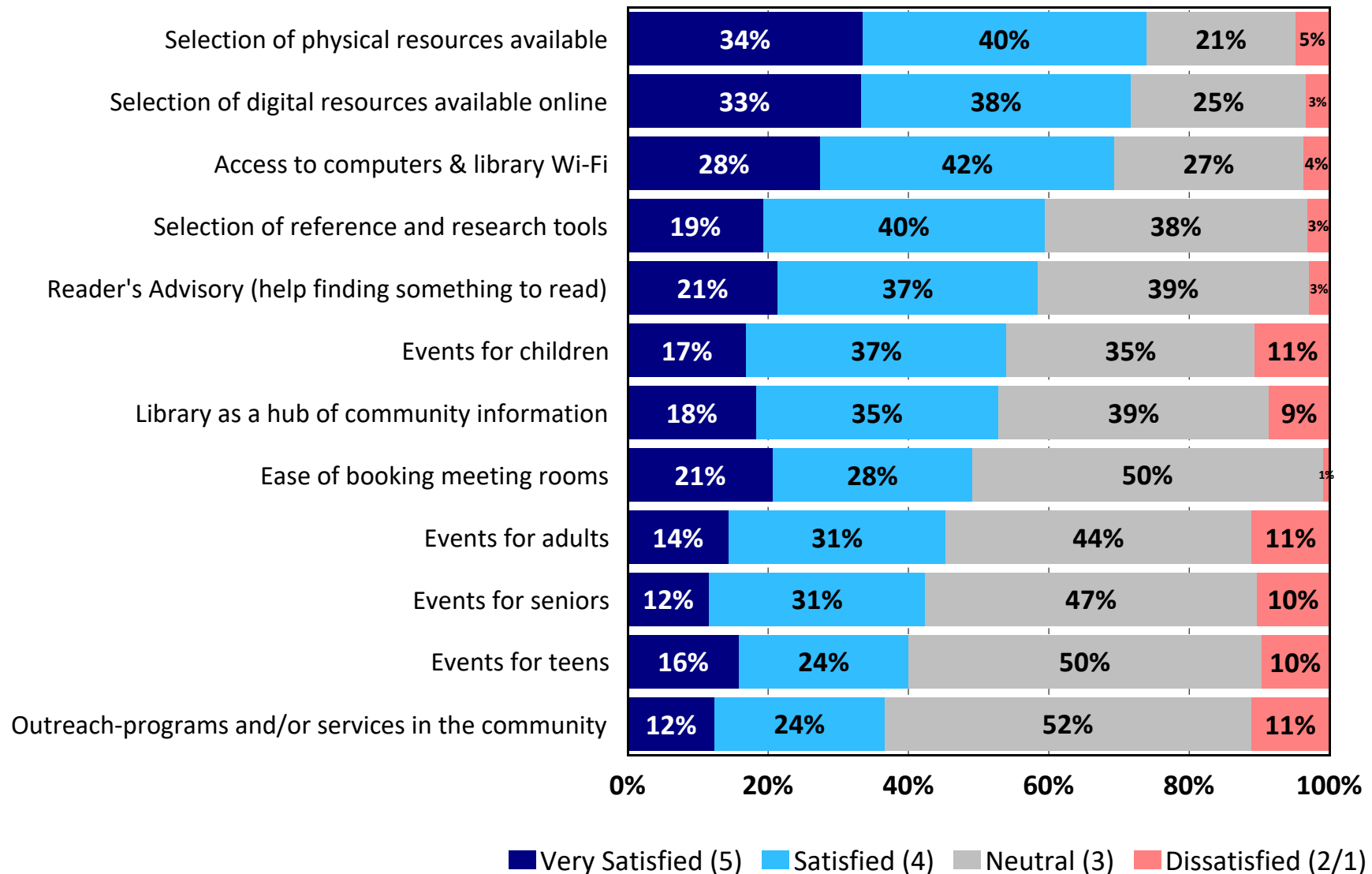
Q18. Traffic and Infrastructure Services That Should Receive the Most Emphasis Over the Next Two Years

by percentage of respondents who selected the item as one of their top two choices



Q19. Satisfaction With Public Library Services

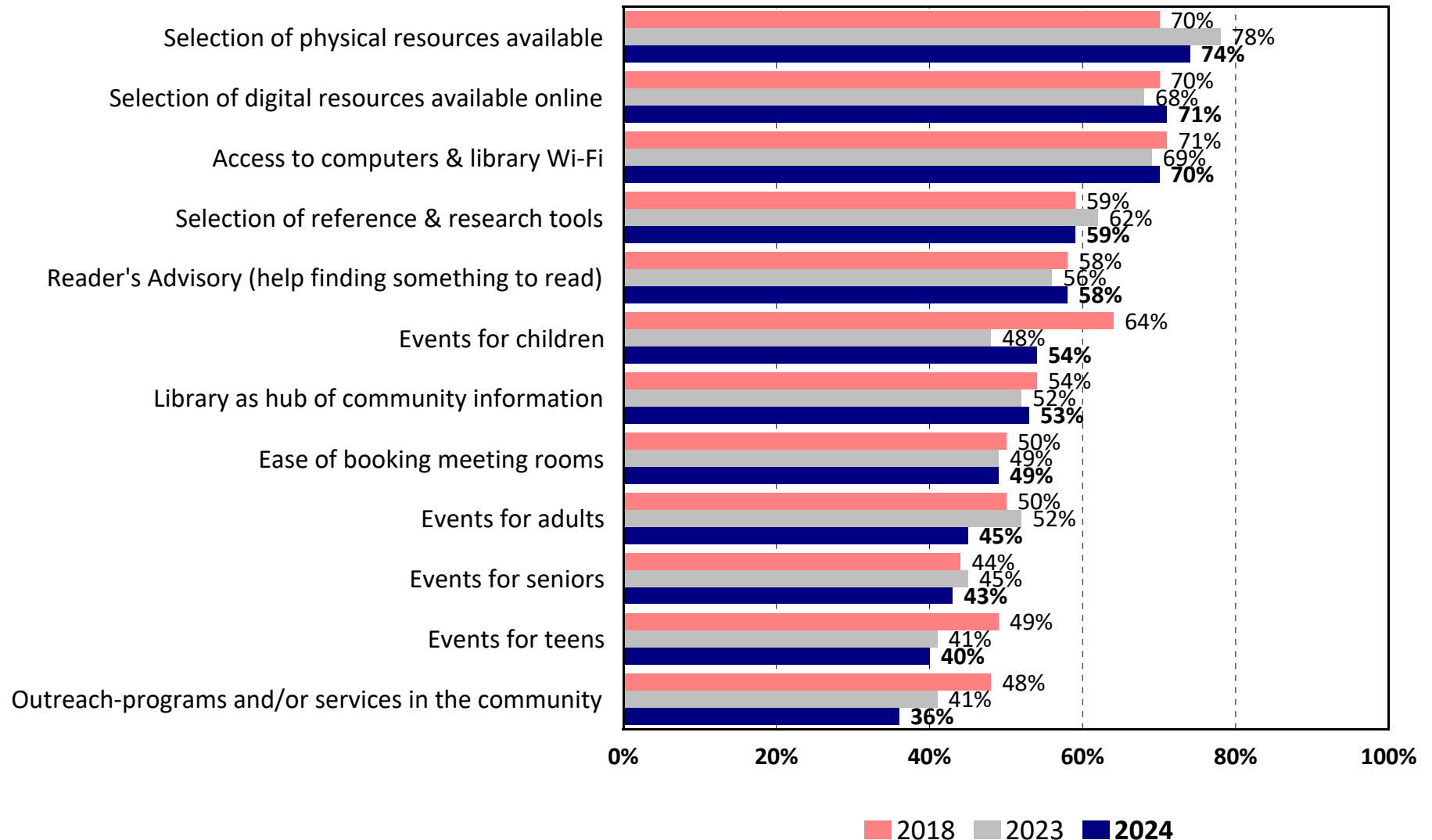
by percentage of respondents (excluding don't knows)



TRENDS: Satisfaction With Public Library Services

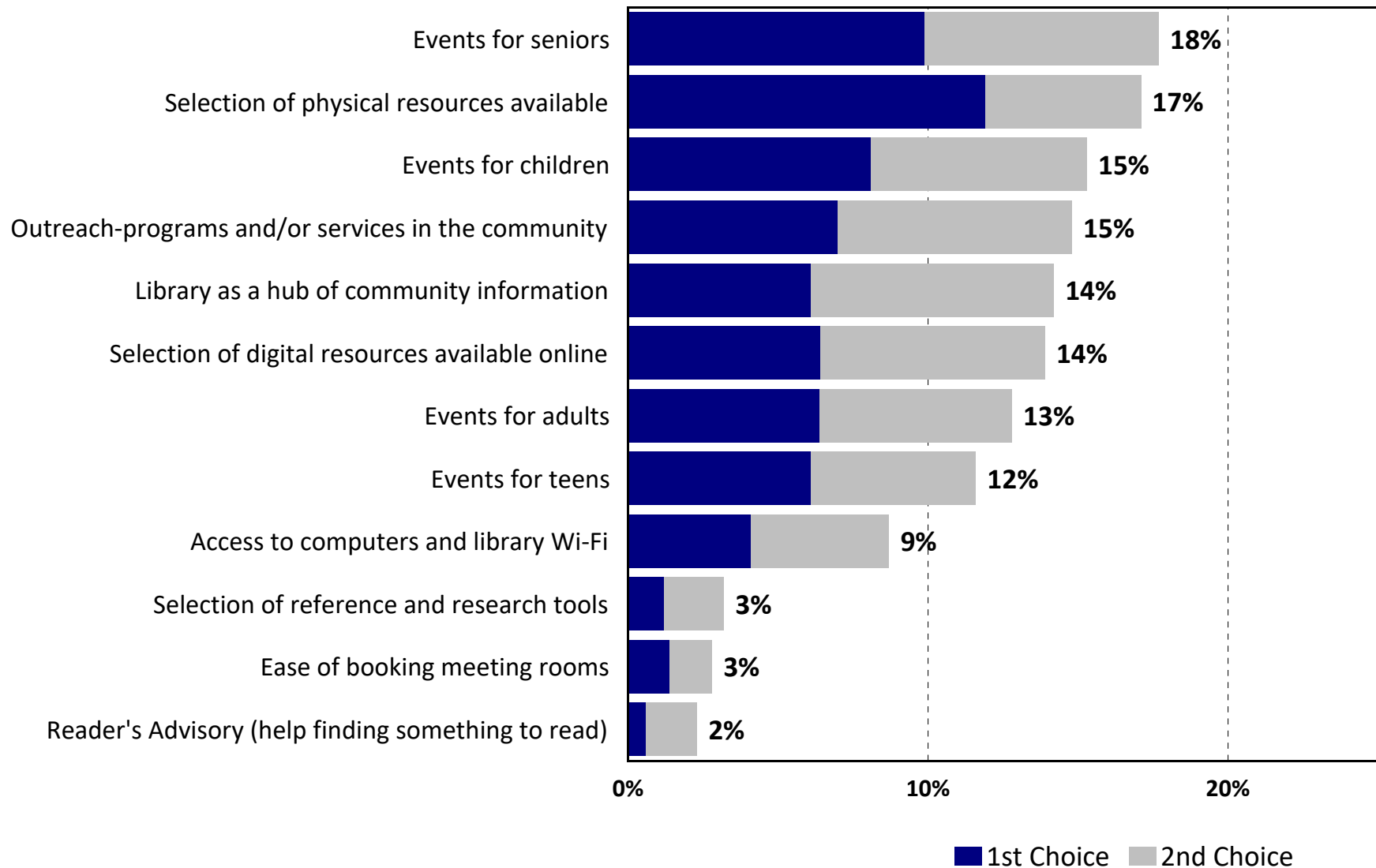
2018 to 2024

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



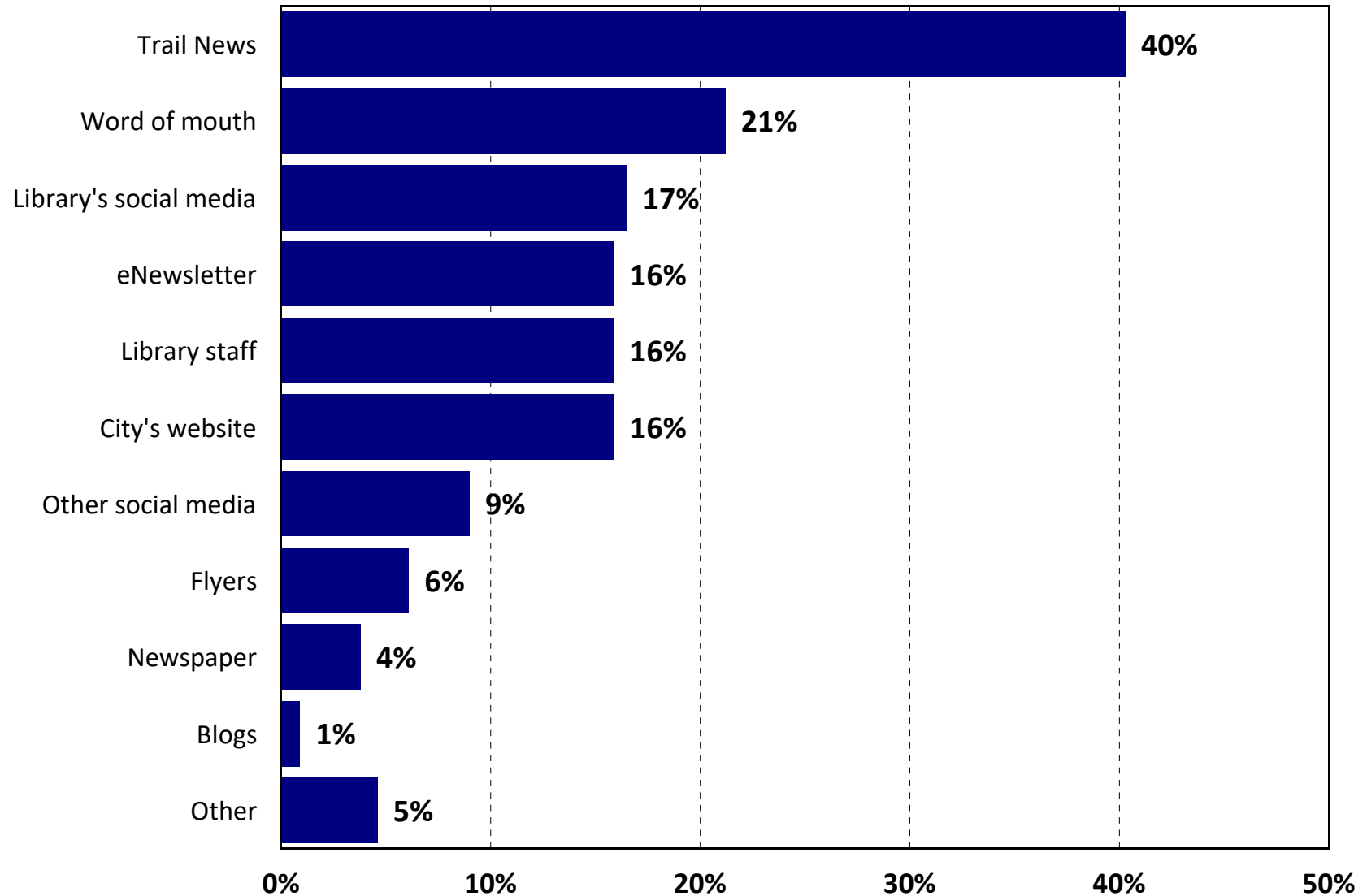
Q20. Public Library Services That Should Receive the Most Emphasis Over the Next Two Years

by percentage of respondents who selected the item as one of their top two choices



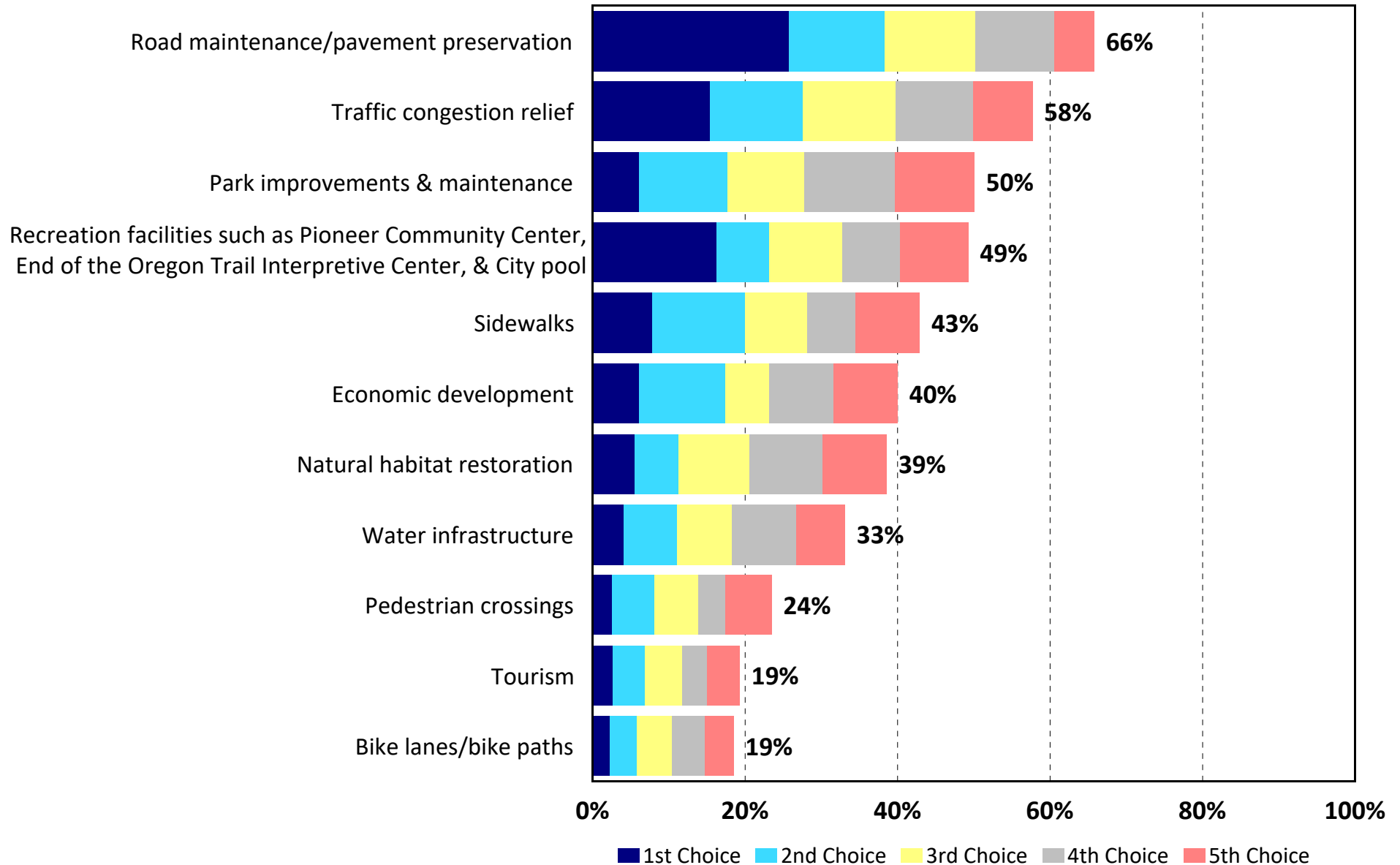
Q21. How do you get information about the library?

by percentage of respondents (multiple choices could be made)



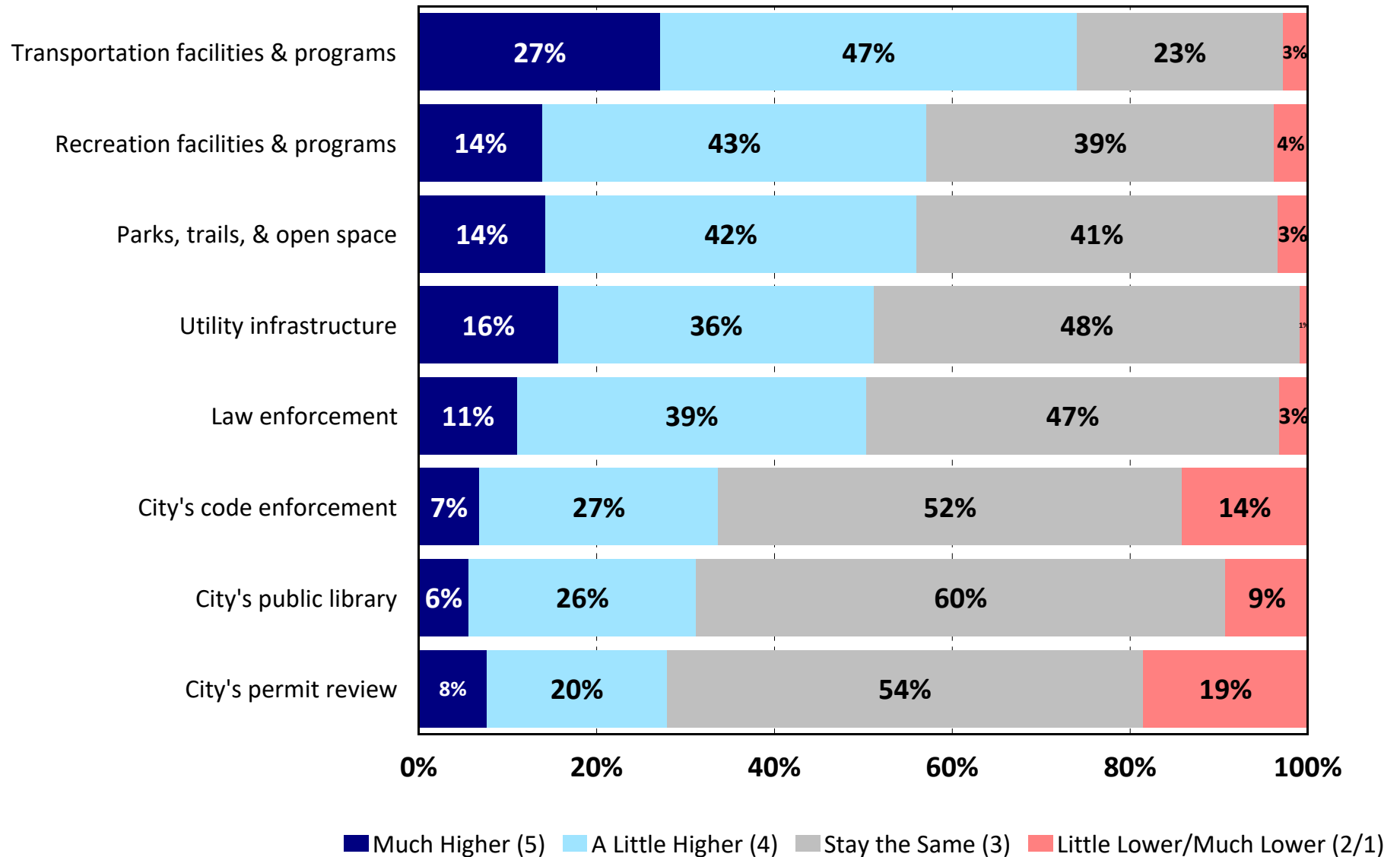
Q22. Top Capital Investment Priorities

by percentage of respondents who selected the item as one of their top five choices



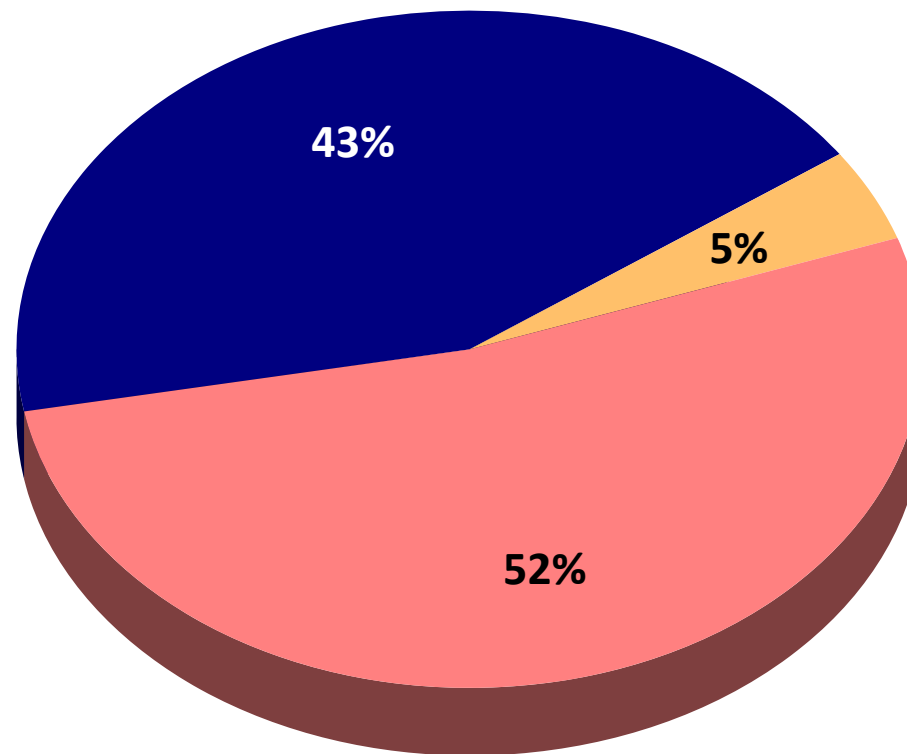
Q23. Level of Change in Service Expectations

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Q23a. Would you be willing to pay more in taxes or fees to support an increase in the service level?

by percentage of respondents (excluding don't knows)

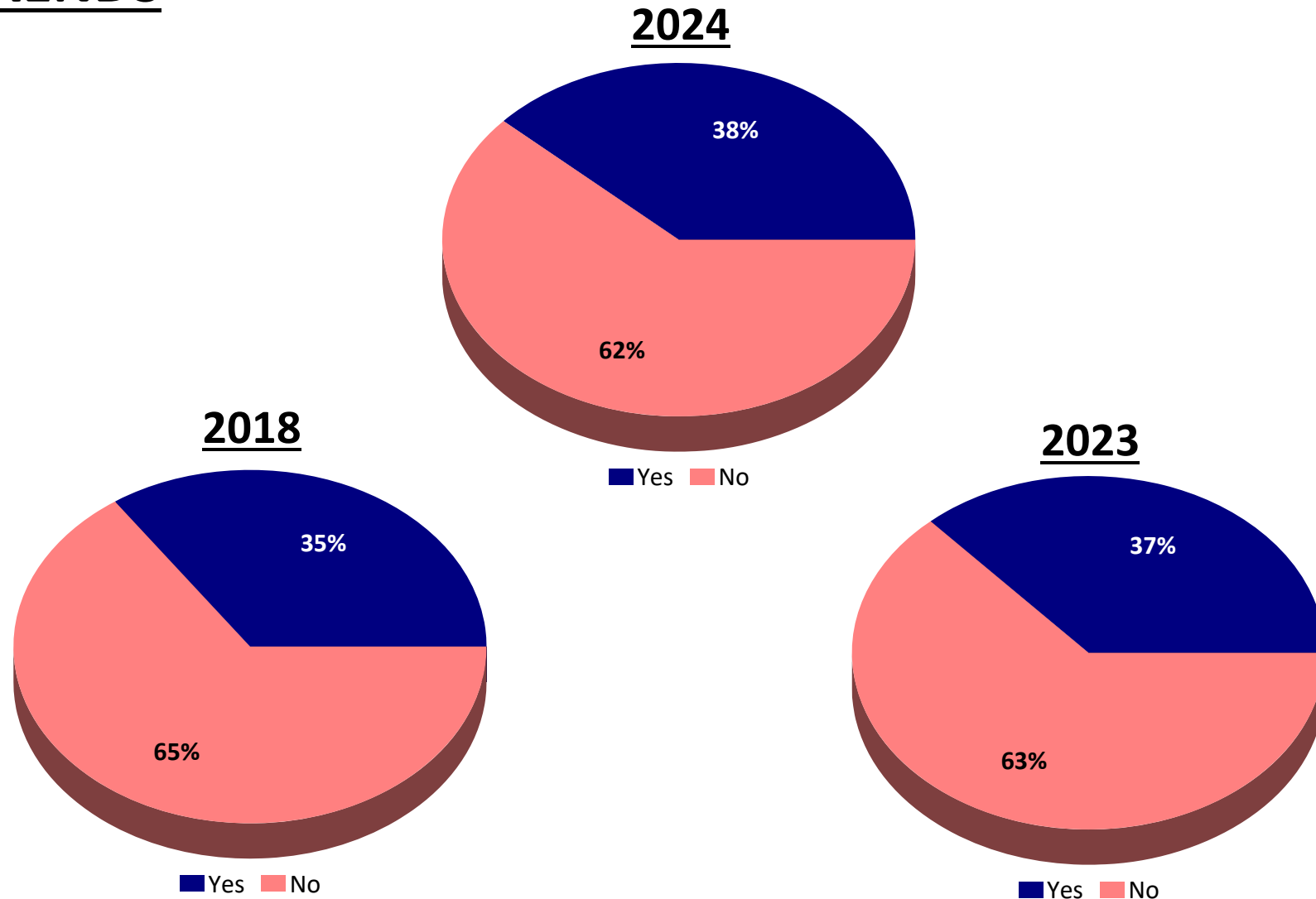


■ Yes ■ No ■ Not applicable, do not think levels of service need to be higher

Q24. Have you called, emailed, or visited the city with a question, problem, or complaint during the past year?

by percentage of respondents (excluding don't knows)

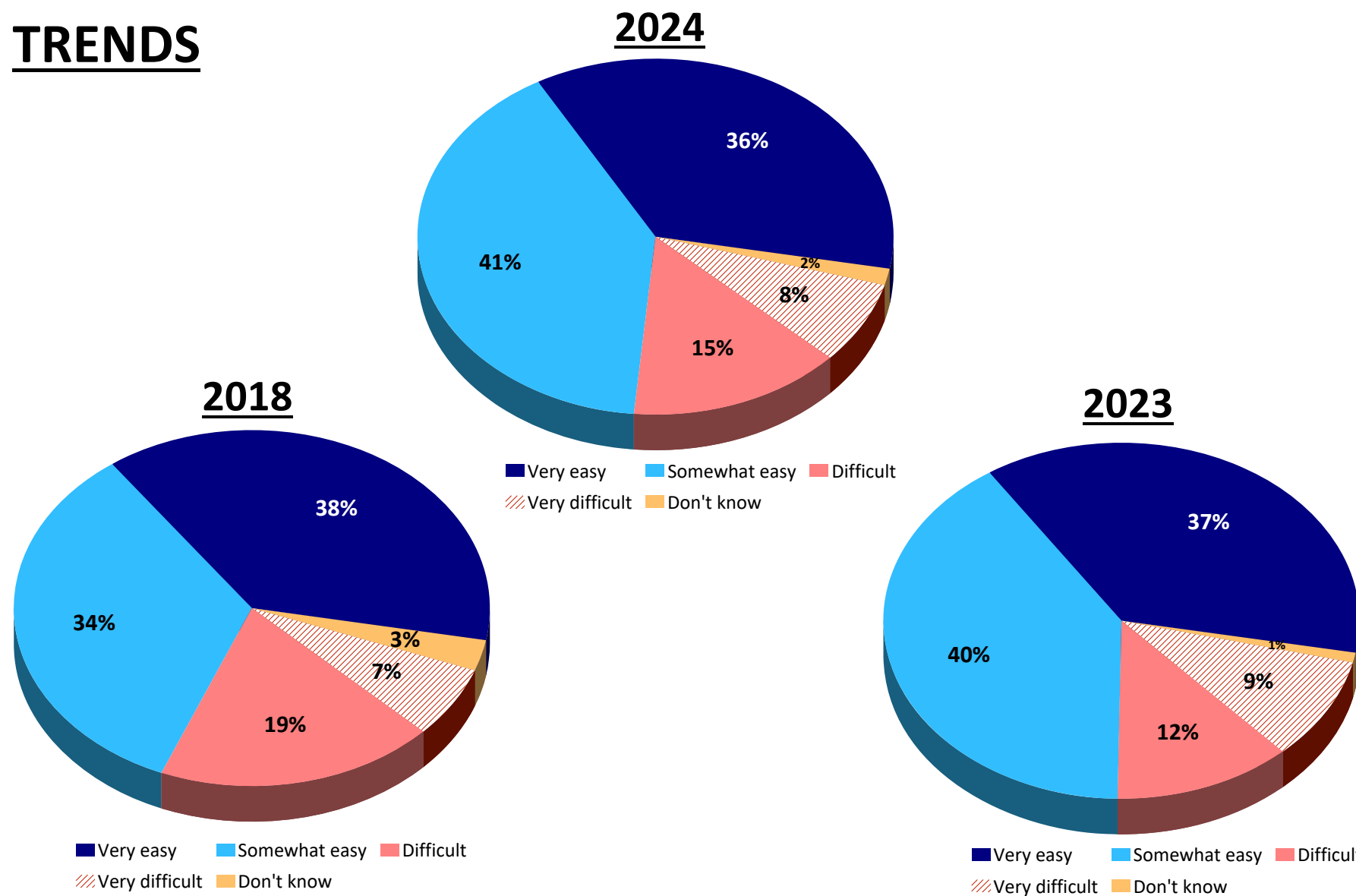
TRENDS



Q24a. How easy was it to contact the person you needed to reach?

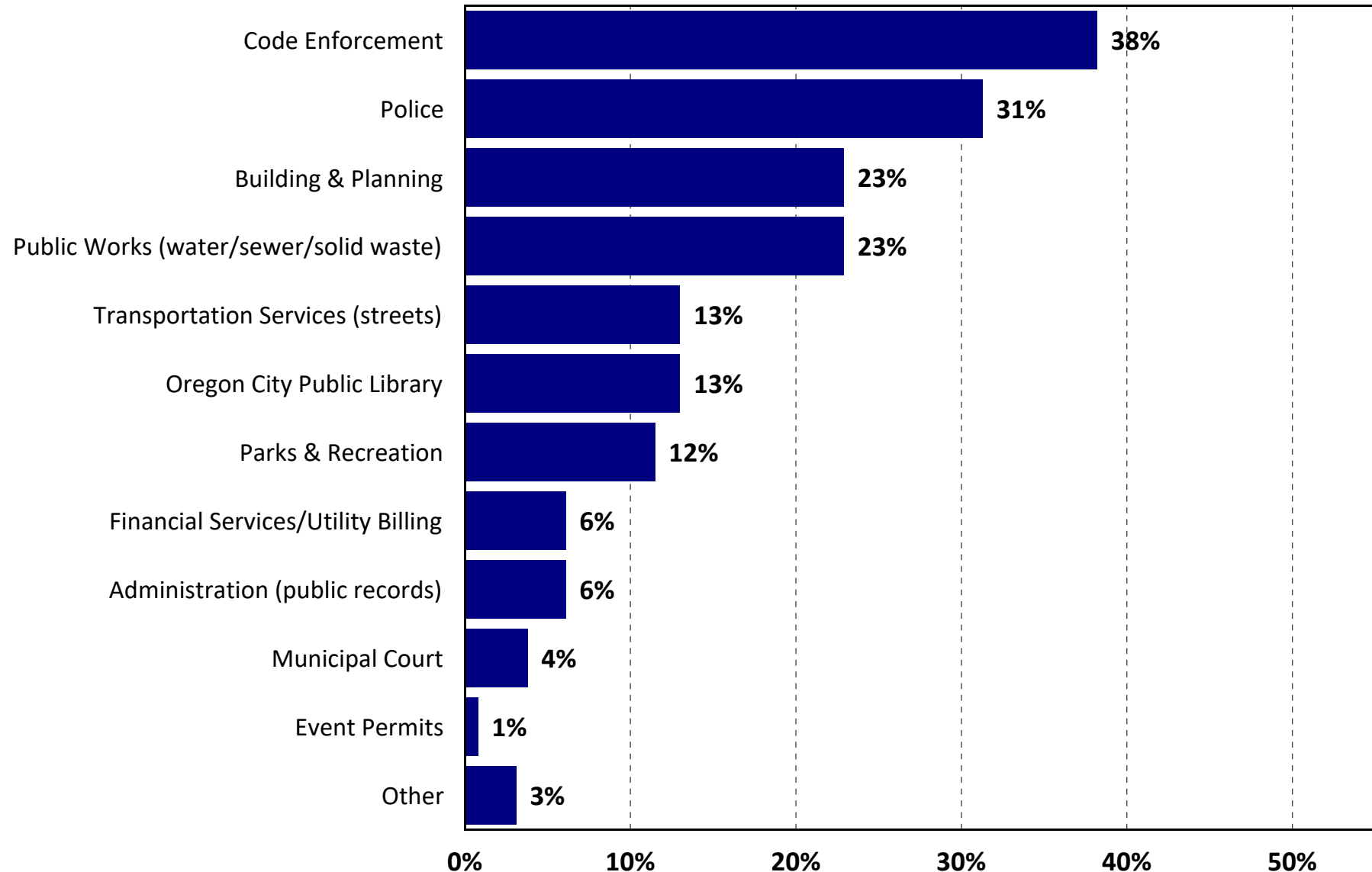
by percentage of respondents who have contacted the City in the past year

TRENDS



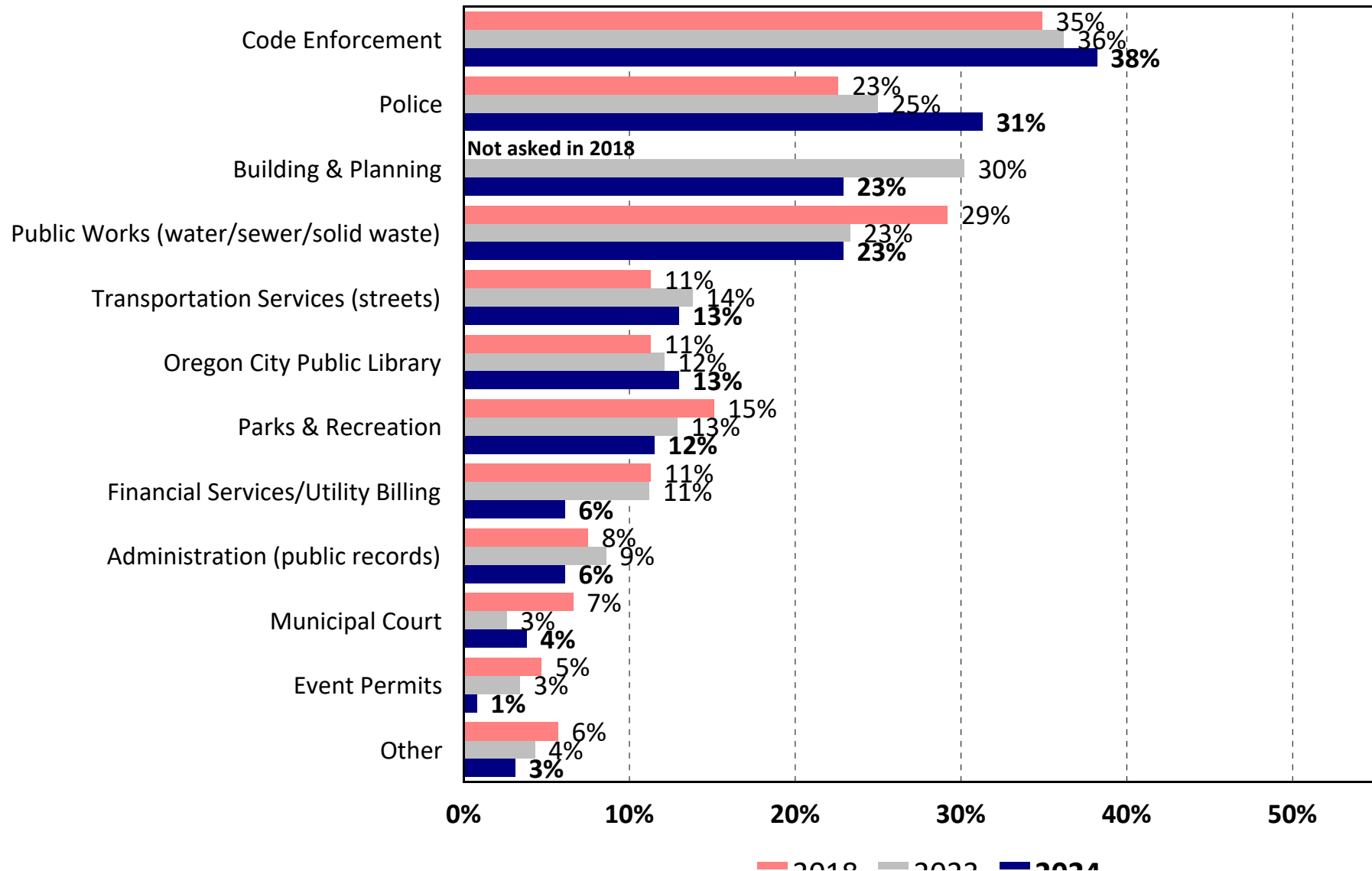
Q24b. What department did you contact?

by percentage of respondents who have contacted the City in the past year (multiple choices could be made)



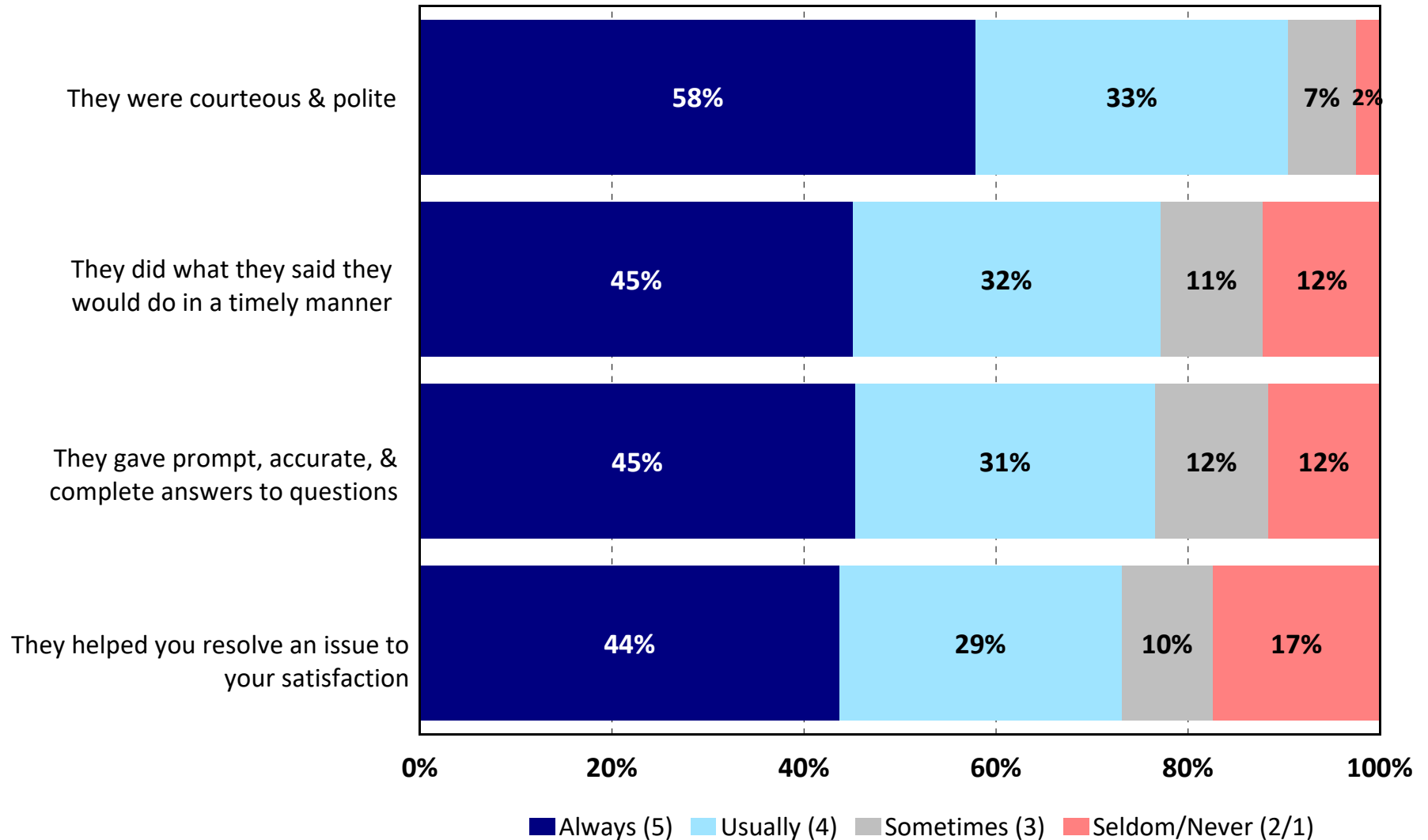
TRENDS: What department did you contact? **2018 to 2024**

by percentage of respondents who have contacted the City in the past year (multiple choices could be made)



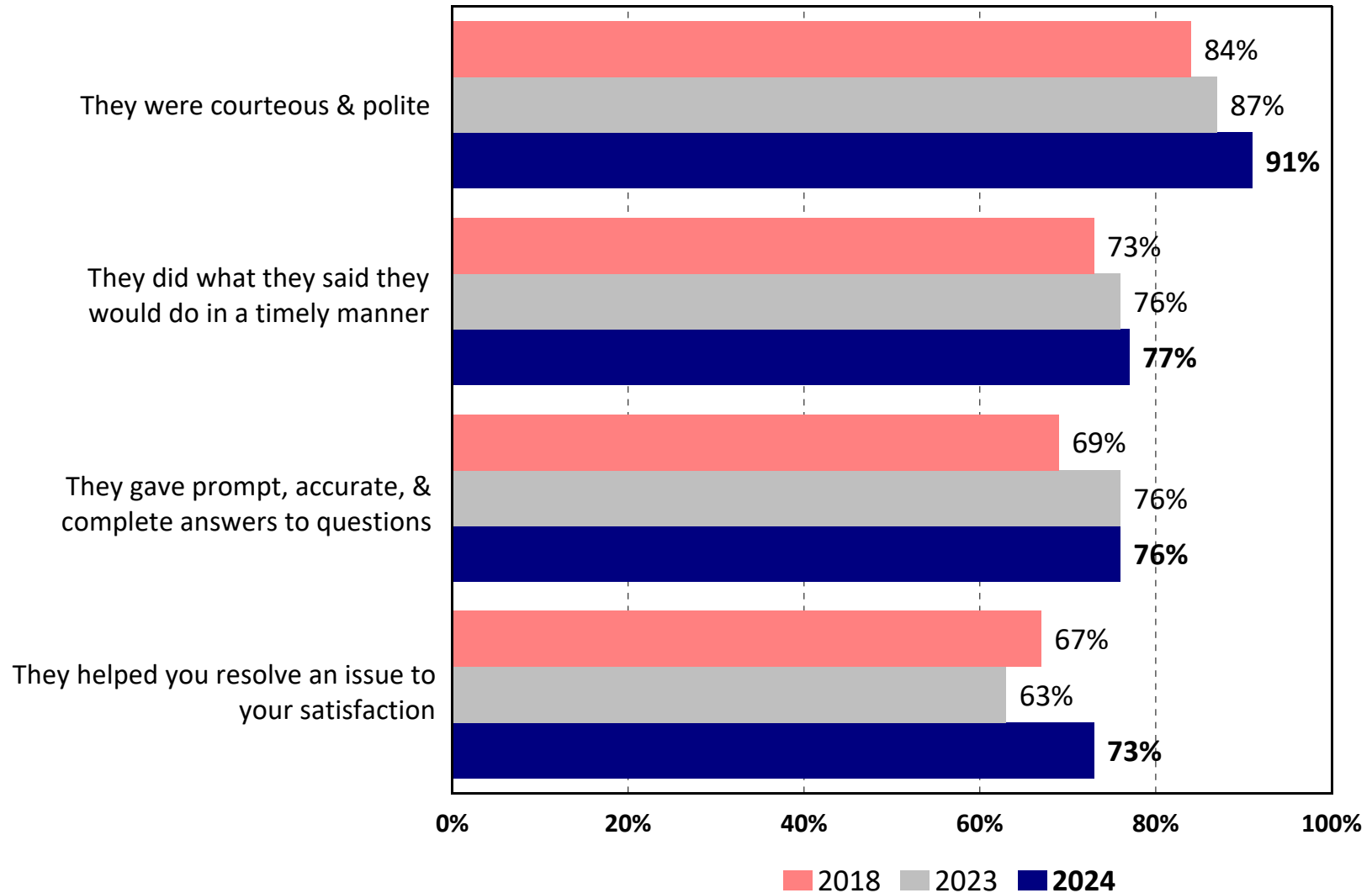
Q24c. Perception of the Quality of Customer Service From City Employees

by percentage of respondents who contacted the City in the past year and rated the item as a 1 to 5 on a 5-point scale
(excluding don't knows)



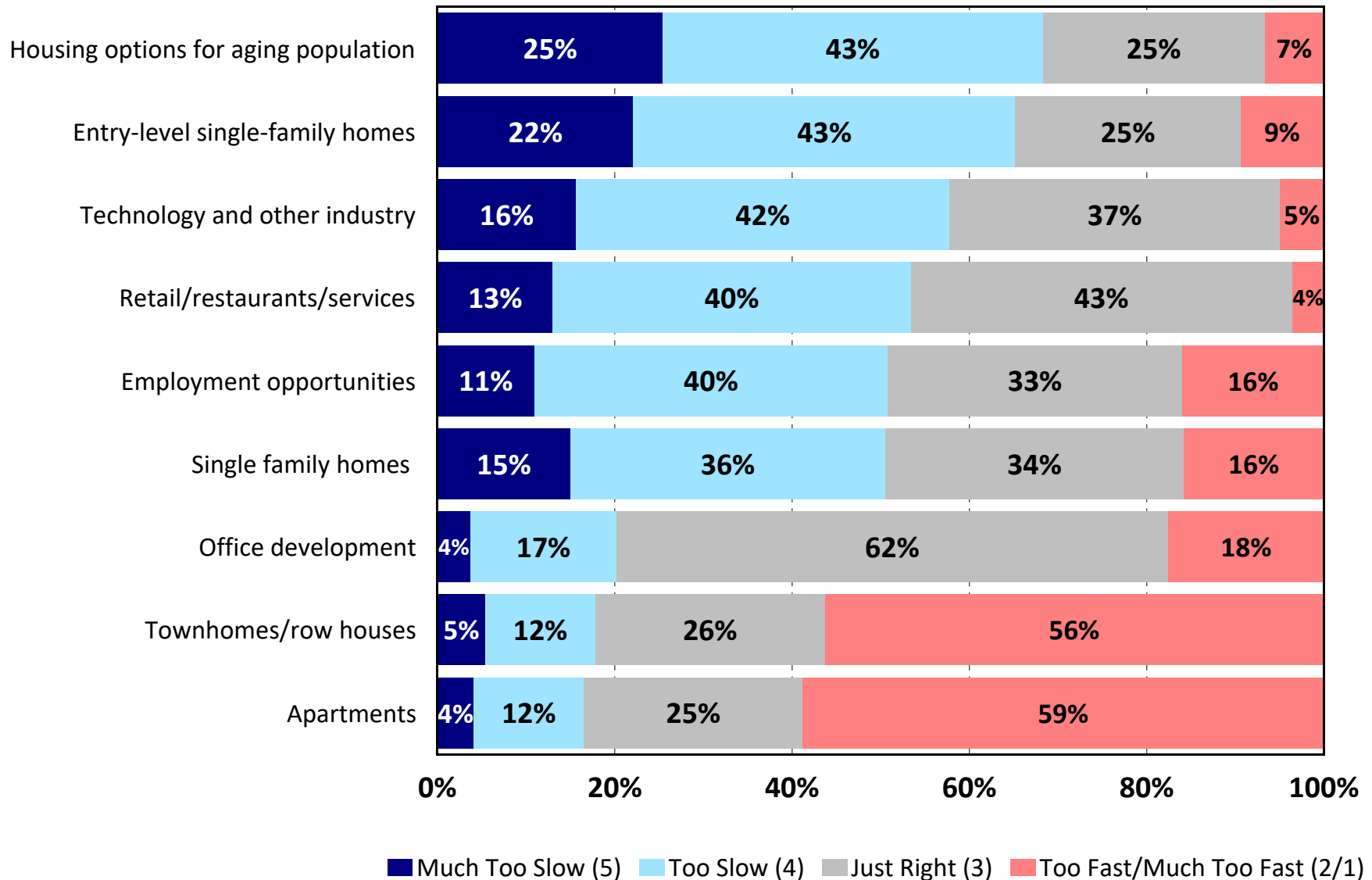
TRENDS: Perception of the Quality of Customer Service From City Employees 2018 to 2024

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



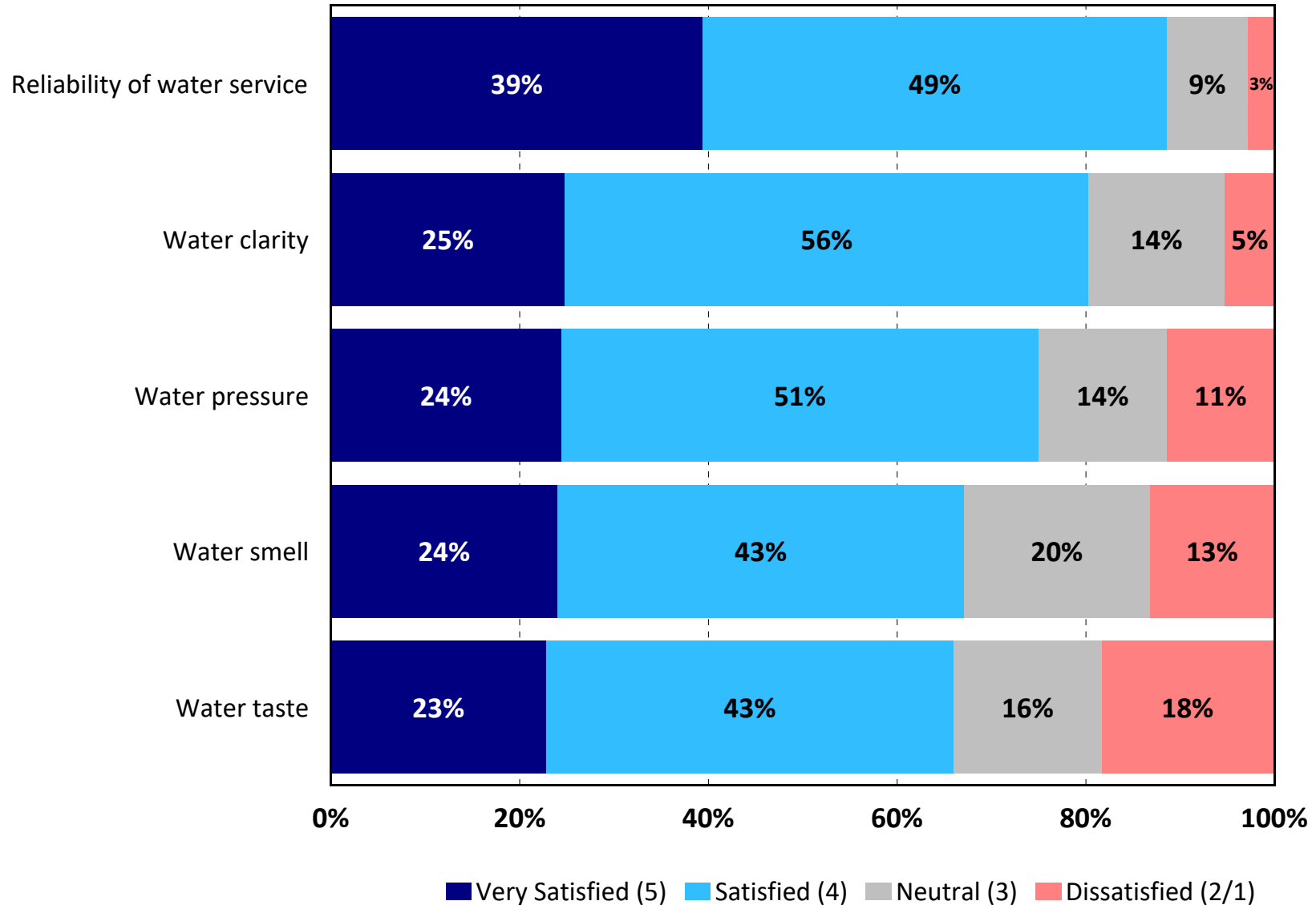
Q25. Ratings of City's Current Pace of Land Development

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Q26. Satisfaction With Water Quality

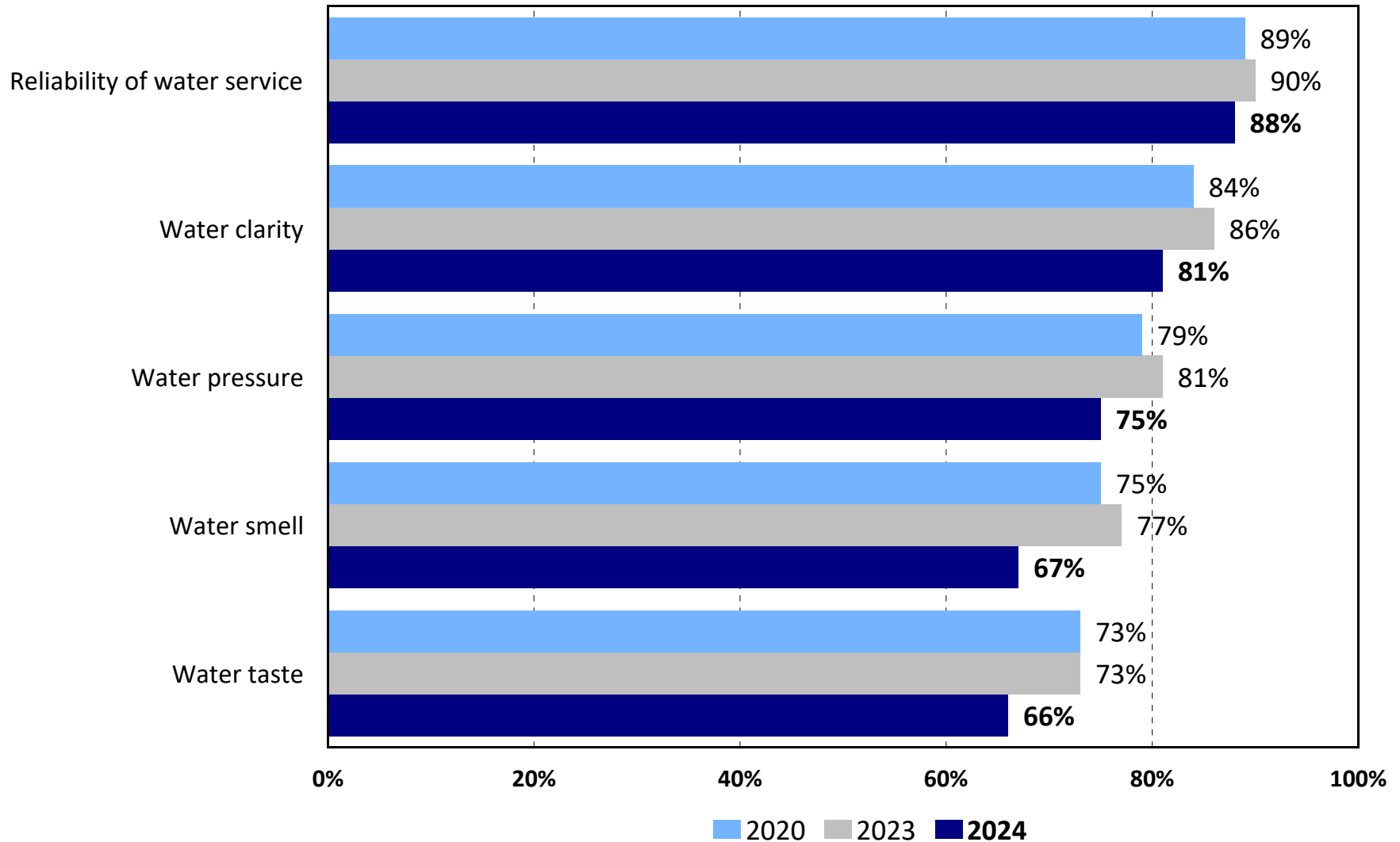
by percentage of respondents (excluding don't knows)



TRENDS: Satisfaction With Water Quality

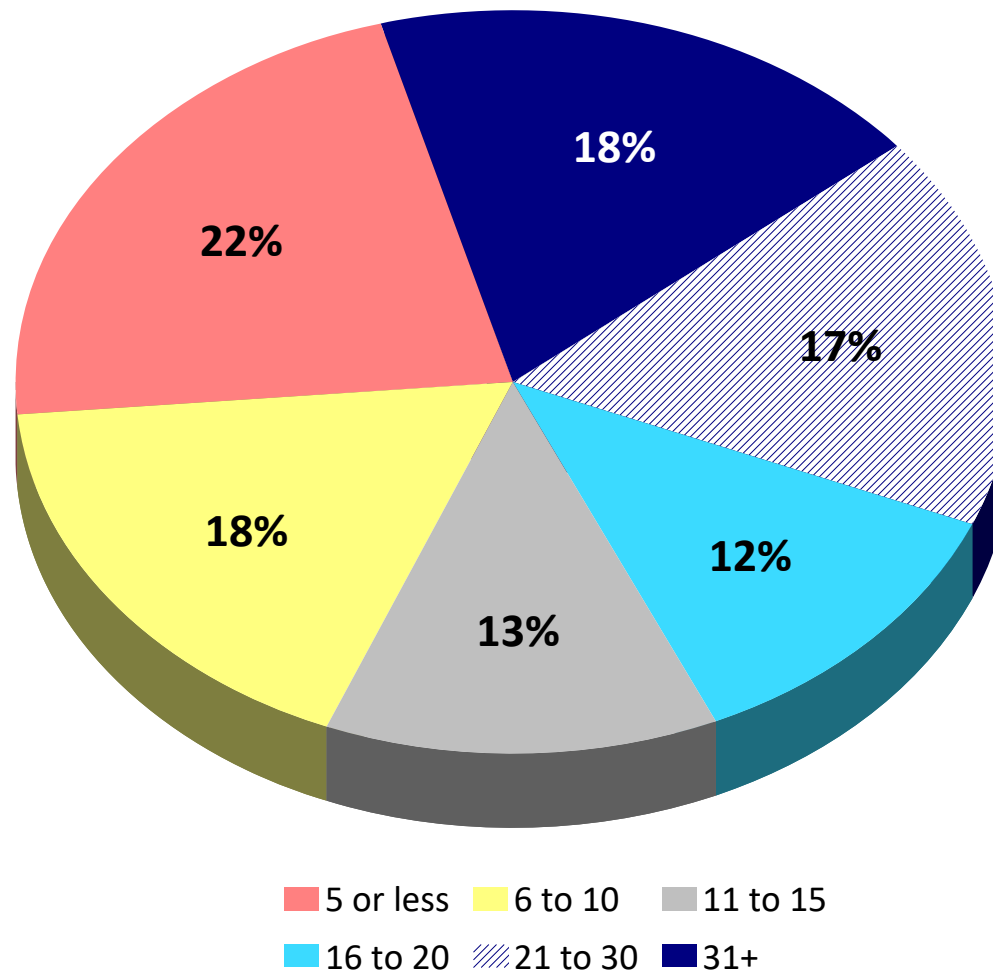
2020 to 2024

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



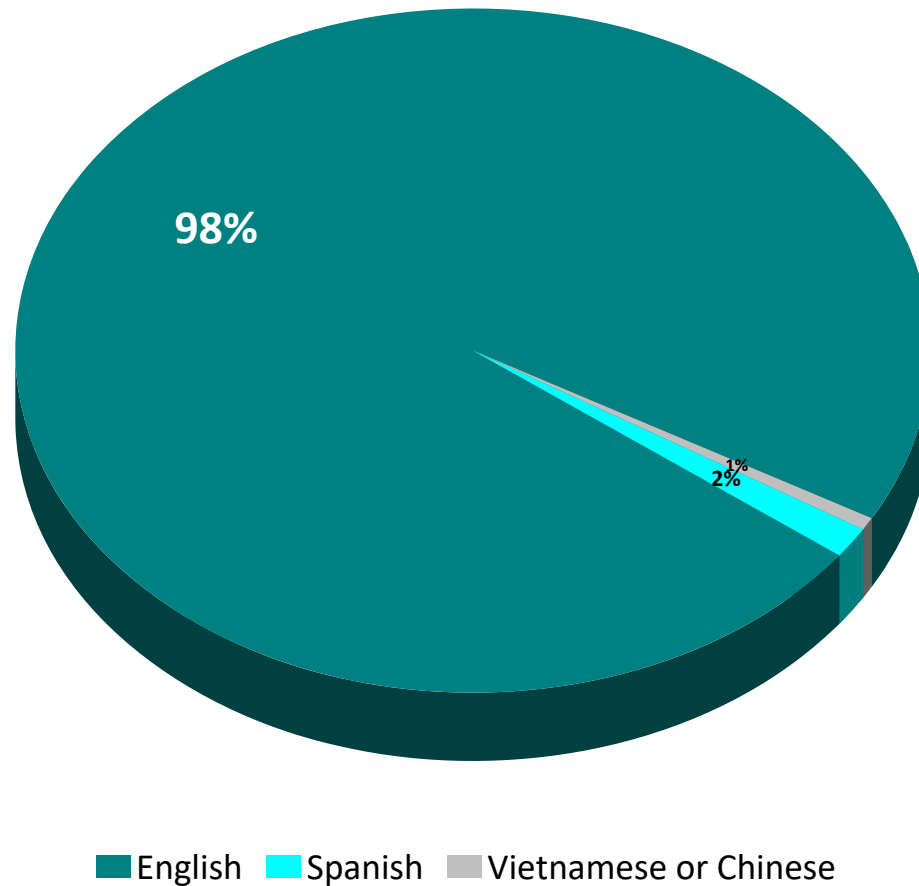
Q27. Demographics: Approximately how many years have you lived in Oregon City?

by percentage of respondents



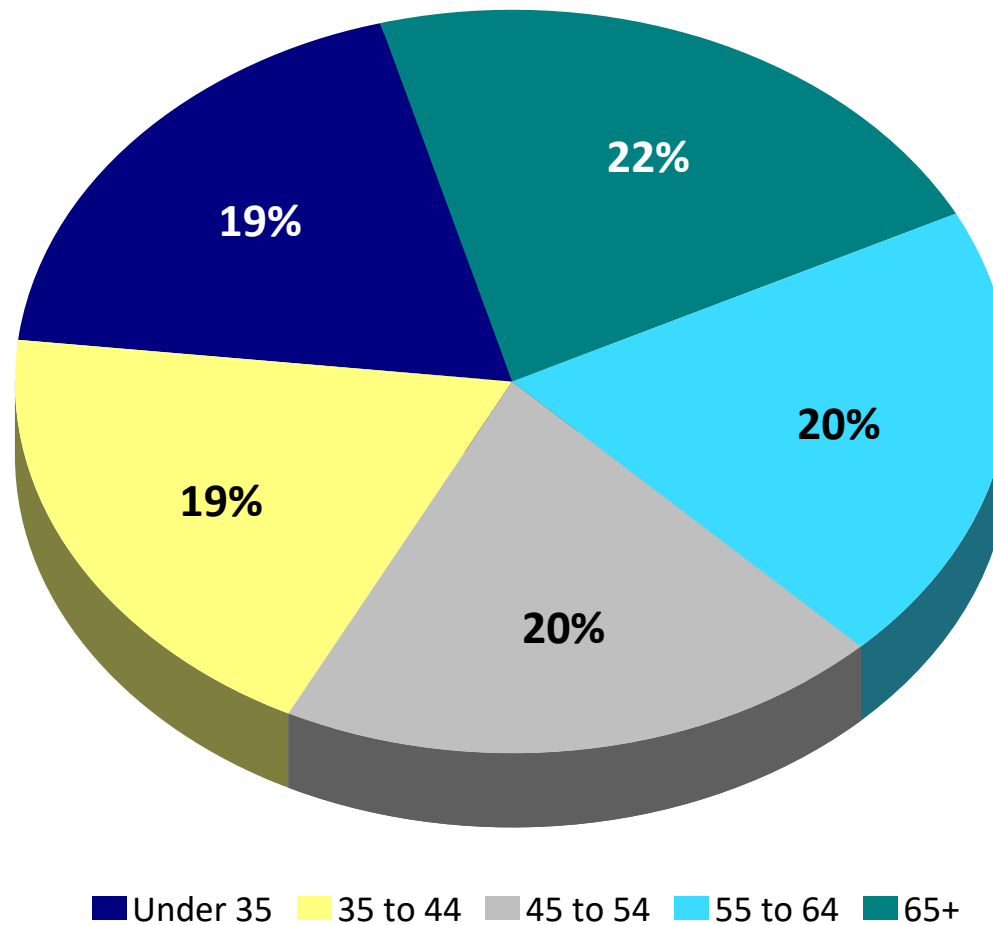
Q28. Demographics: What is the preferred language spoken in your home?

by percentage of respondents



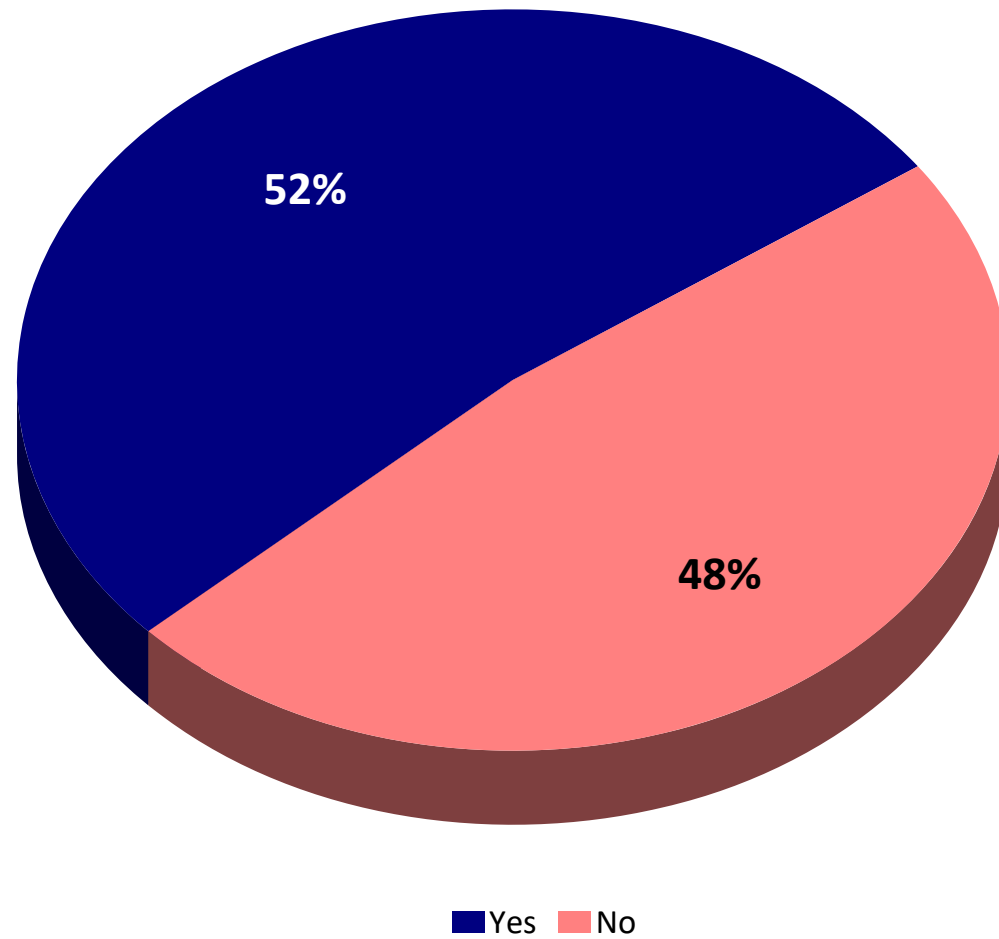
Q29. Demographics: Age of Respondent

by percentage of respondents



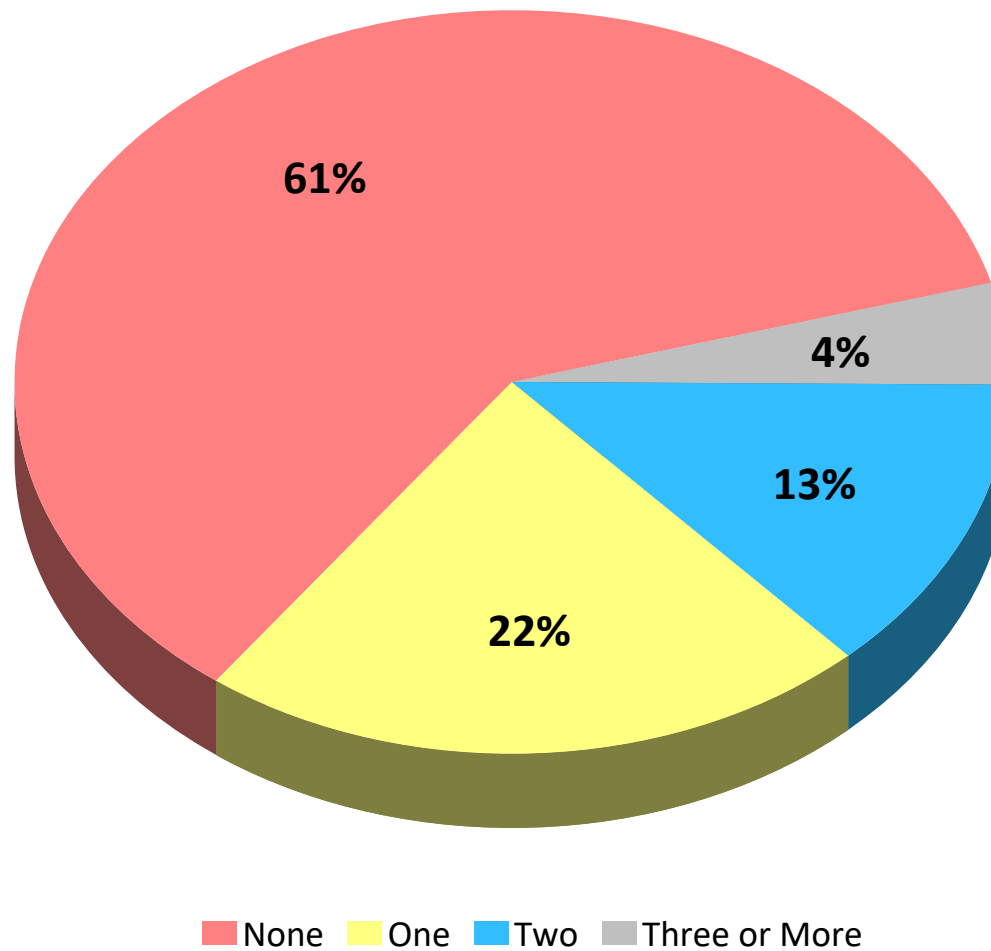
Q30. Do you work outside of Oregon City?

by percentage of respondents



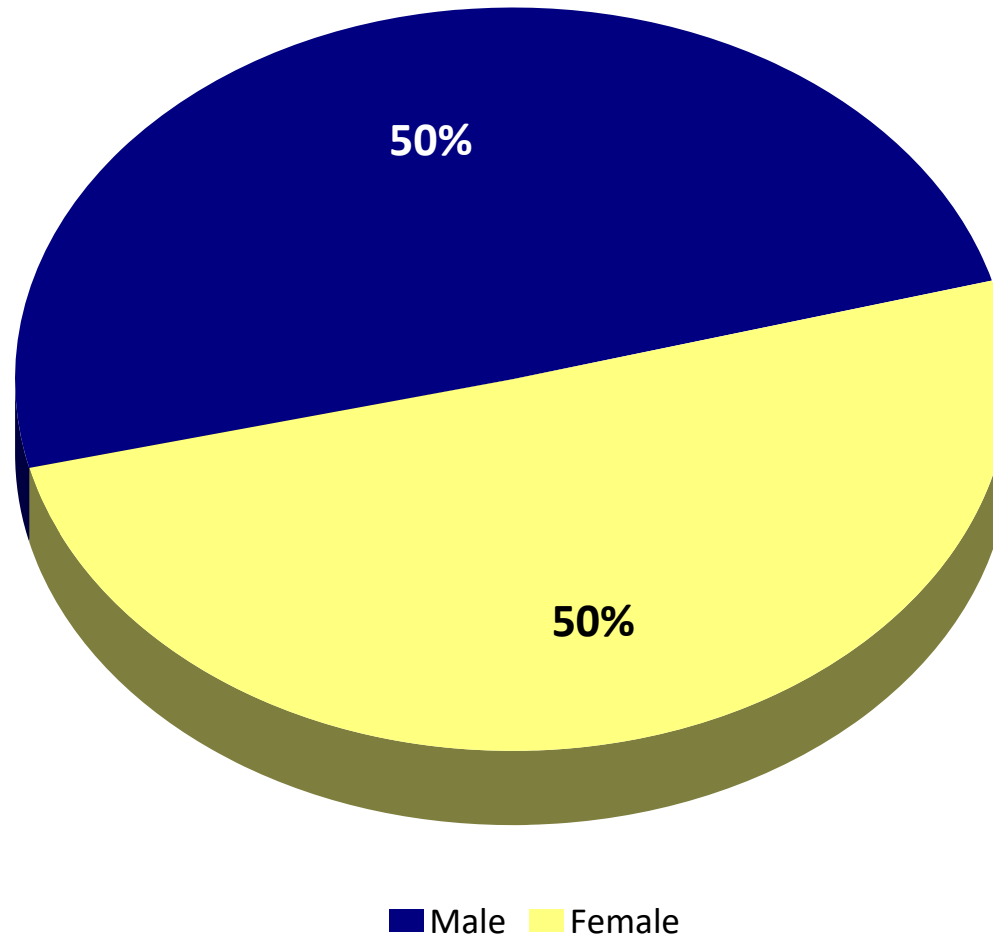
Q31. Demographics: How many children under age 18 live in your household?

by percentage of respondents



Q32. Demographics: Gender

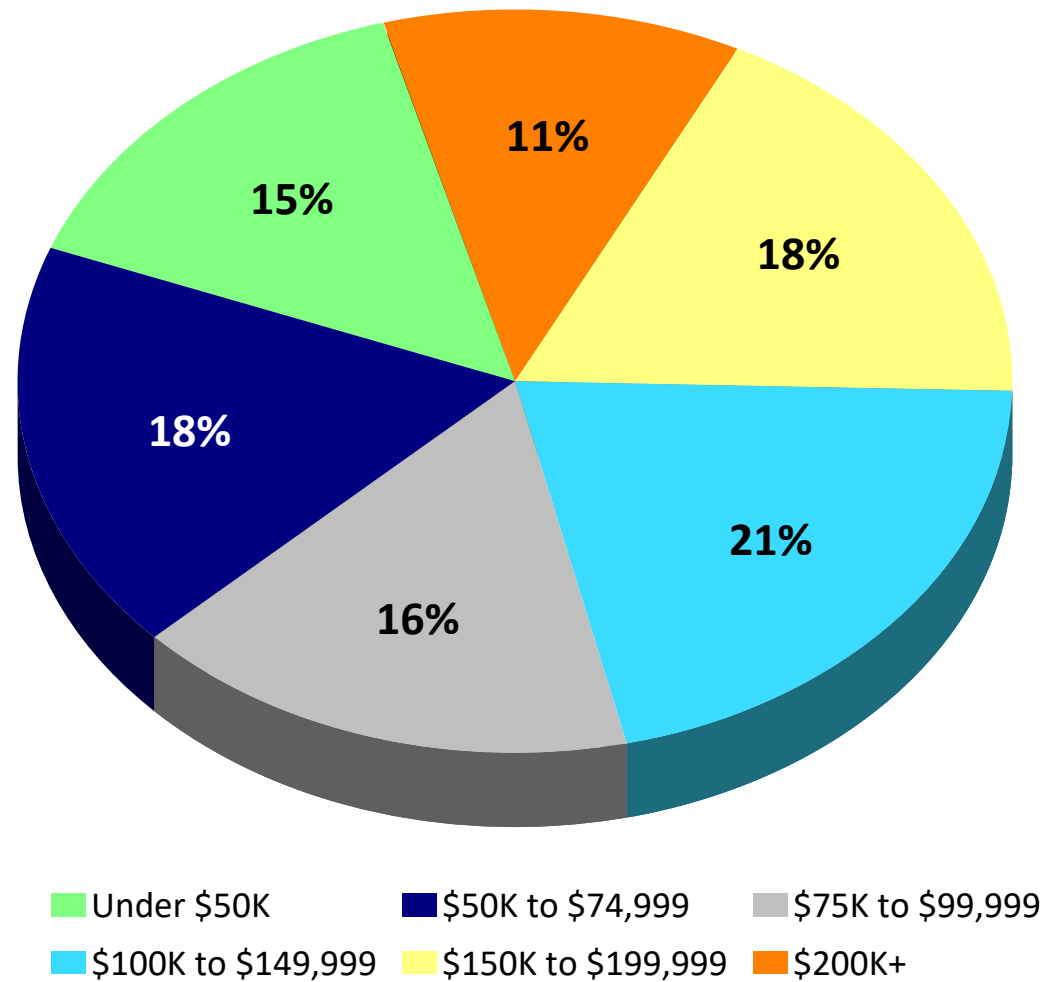
by percentage of respondents



0.3% self-identified as non-binary

Q33. Demographics: Annual Household Income

by percentage of respondents





Benchmarking Analysis

Benchmarking Analysis



Overview

ETC Institute's *DirectionFinder*® program was originally developed in 1999 to help community leaders use statistically-valid community survey data as a tool for making better decisions. Since November 1999, the survey has been administered in more than 500 cities and counties in 49 states. Most participating communities conduct the survey on an annual or biennial basis.

This report contains benchmarking data from two sources: (1) a national survey that was administered by ETC Institute during the summer of 2023 to a random sample of more than 10,000 residents in the continental United States and (2) a regional survey that was administered by ETC Institute during the summer of 2023 to a random sample of residents living in the Northwest Region of the United States. The Northwest Region includes the states of Washington, Oregon, Idaho, and Montana.

The charts on the following pages show how the results for the City of Oregon City compare to the national average and the Northwest regional average. The blue bar shows the results for Oregon City, the red bar shows the national average, and the yellow bar shows the average for the Northwest Region.

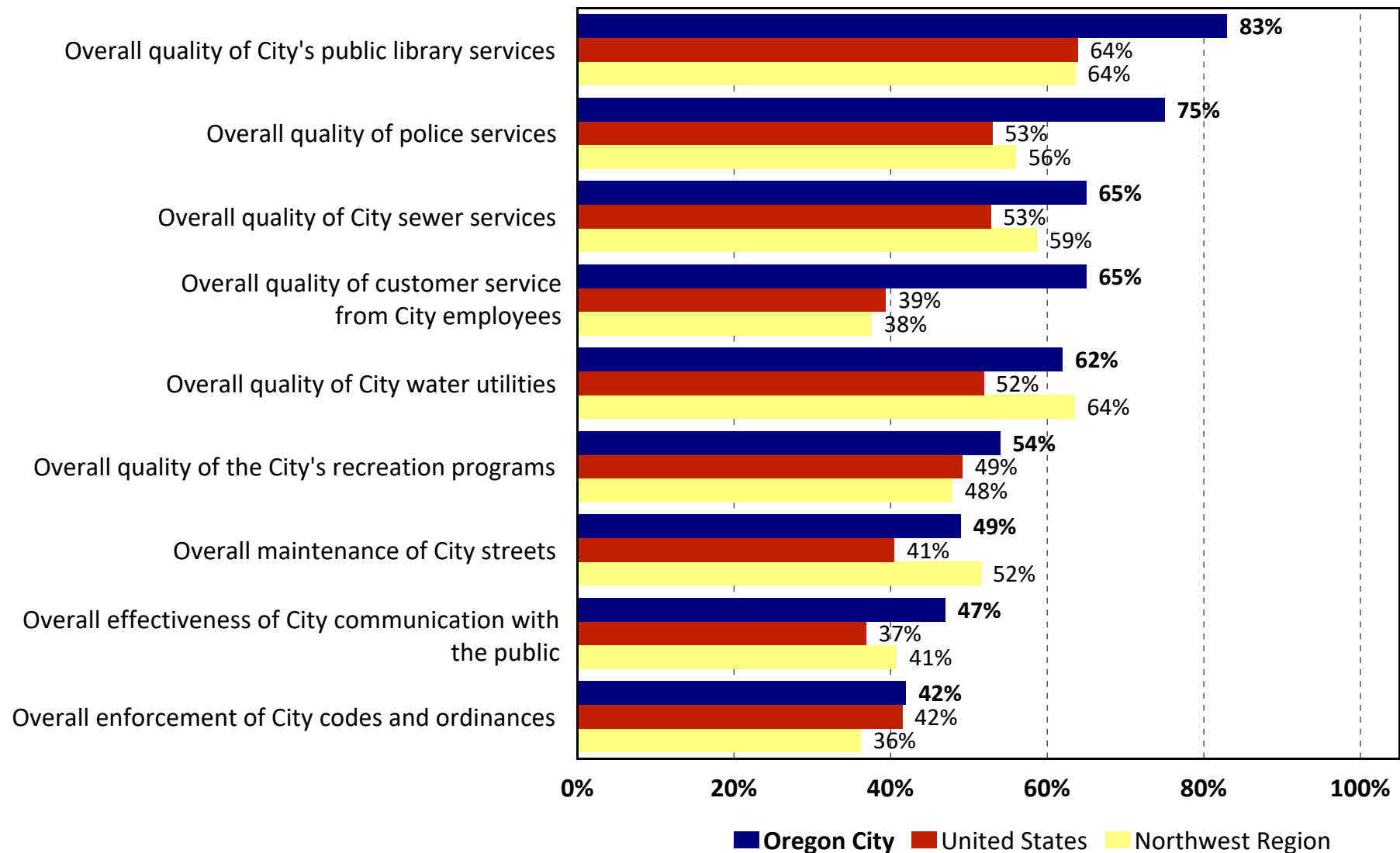
National and Regional Benchmarks

Note: The benchmarking data contained in this report is protected intellectual property. Any reproduction of the benchmarking information in this report by persons or organizations not directly affiliated with the City of Oregon City is not authorized without written consent from ETC Institute.

Overall Satisfaction with Major Categories of City Services

Oregon City vs. United States vs. Northwest Region

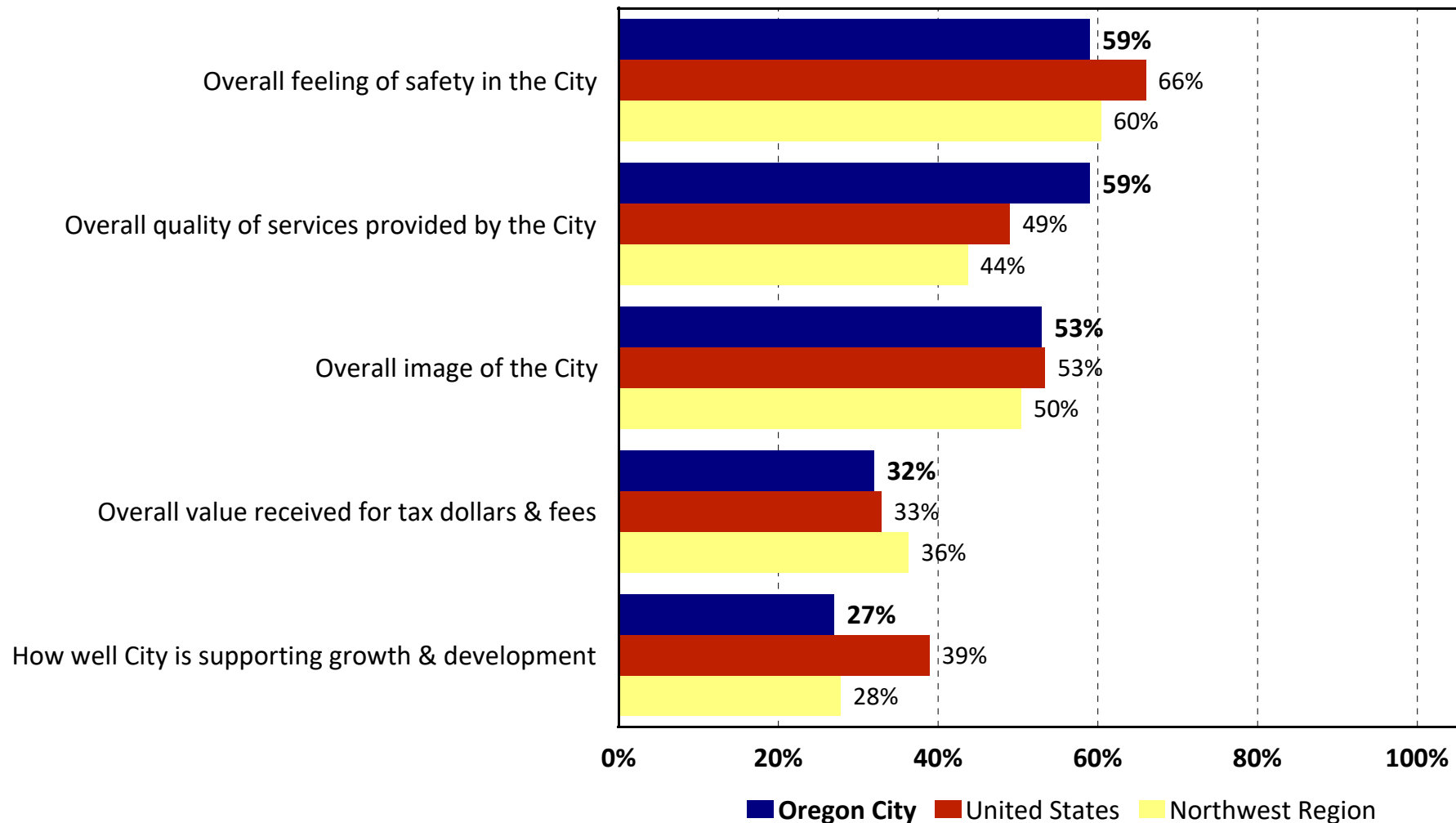
by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Satisfaction with Items that Influence Perceptions of the Community

Oregon City vs. United States vs. Northwest Region

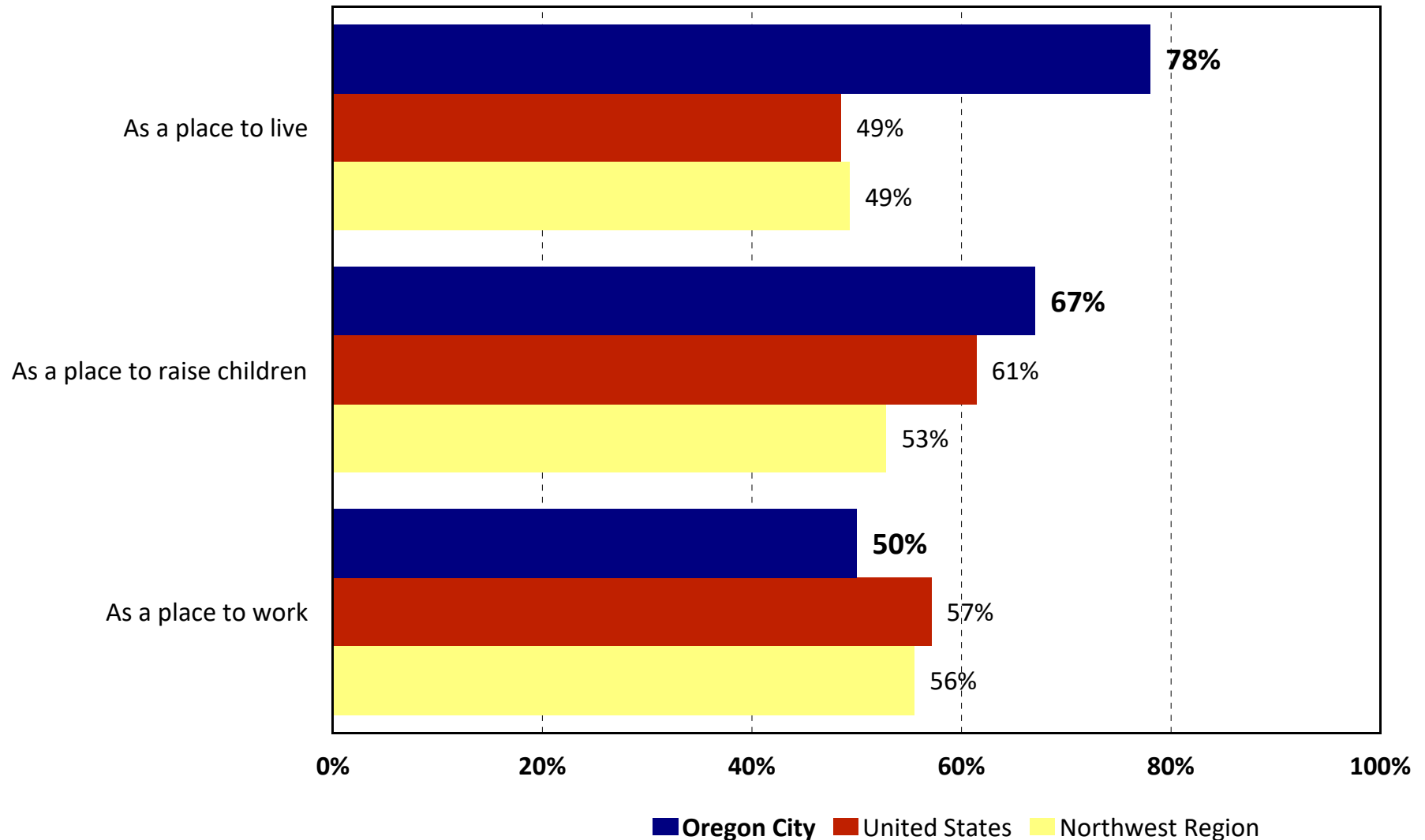
by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Overall Ratings of the City

Oregon City vs. United States vs. Northwest Region

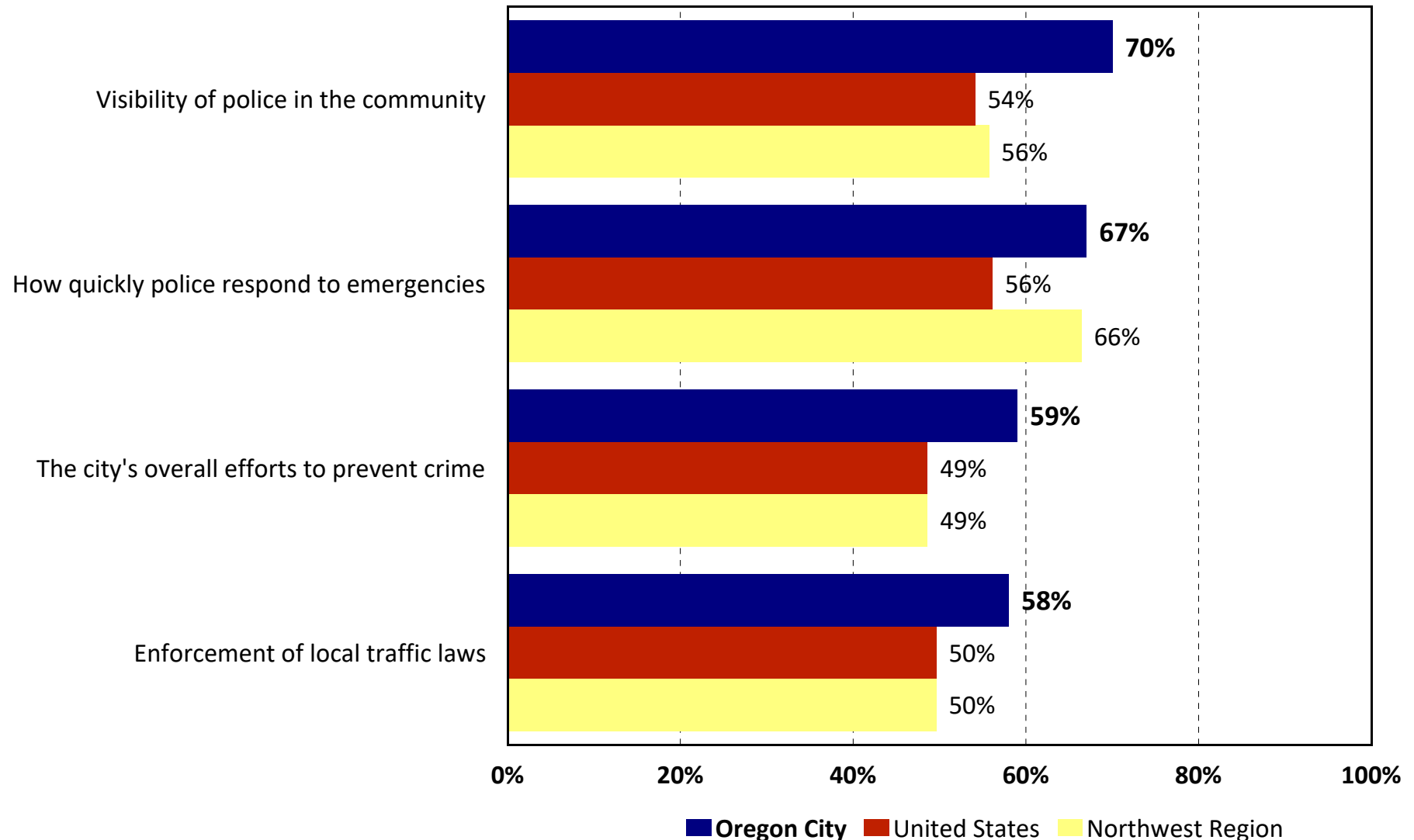
by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "excellent" and 1 was "poor" (excluding don't knows)



Overall Satisfaction with Public Safety

Oregon City vs. United States vs. Northwest Region

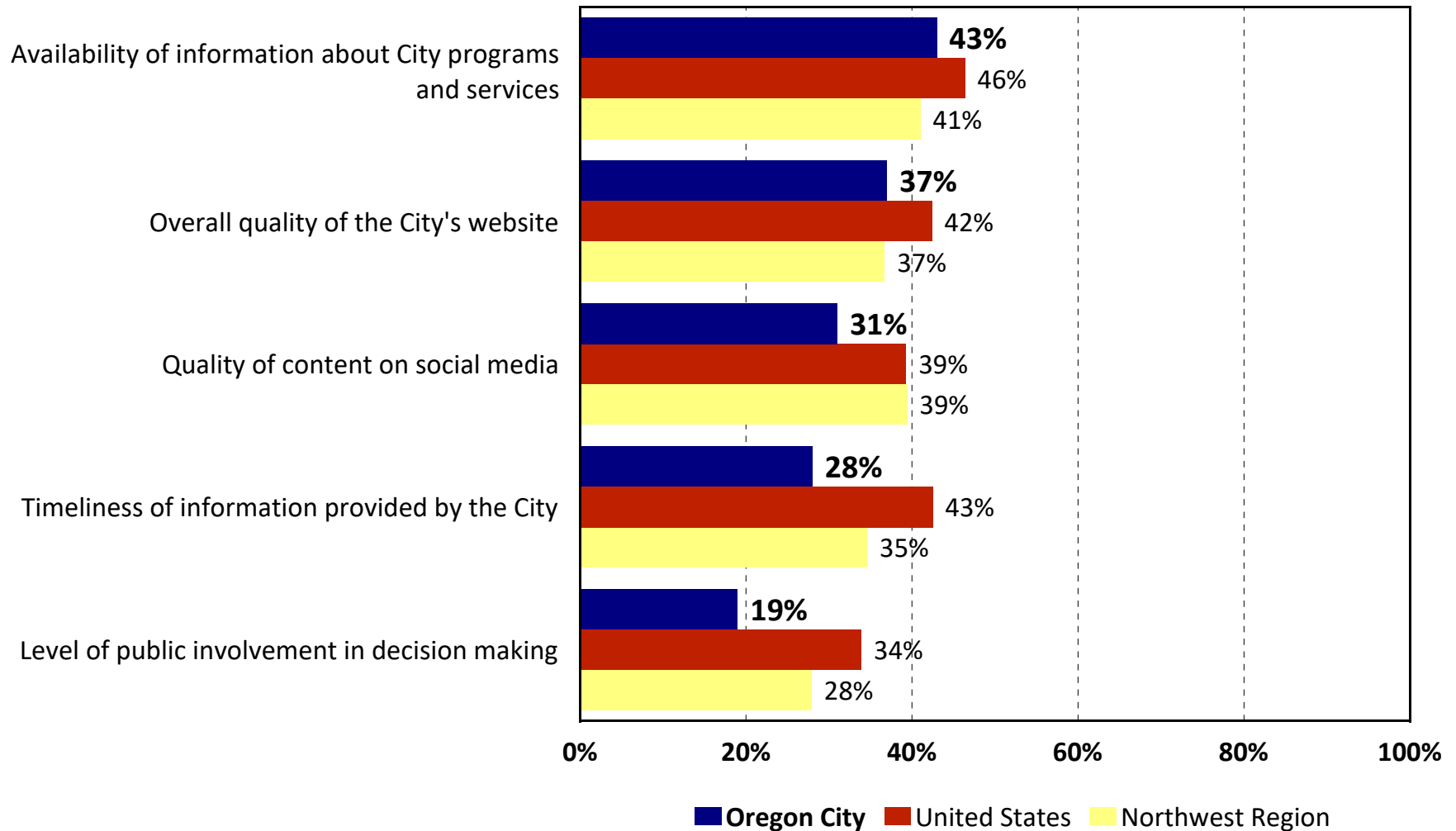
by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Overall Satisfaction with Communication

Oregon City vs. United States vs. Northwest Region

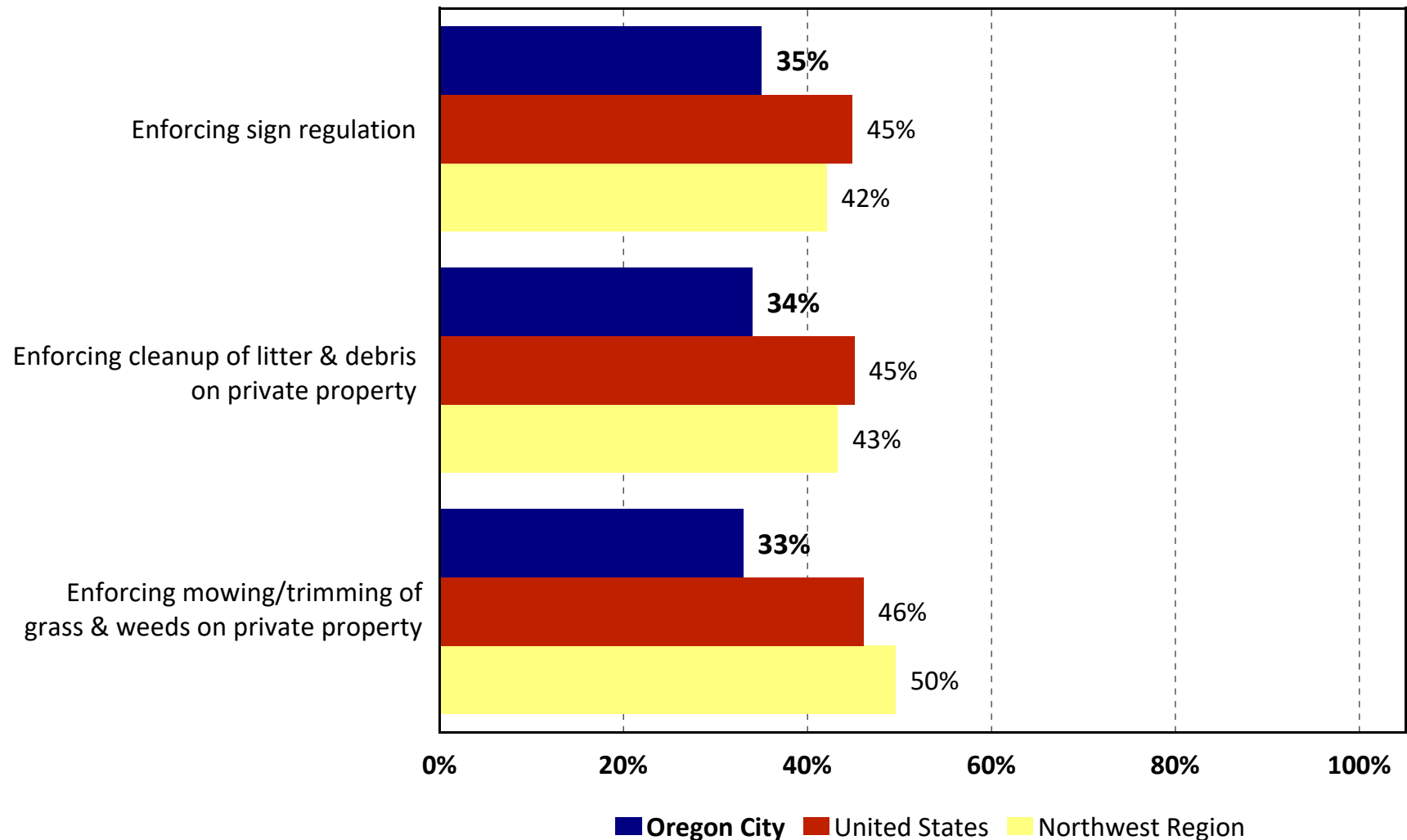
by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Overall Satisfaction with Code Enforcement

Oregon City vs. United States vs. Northwest Region

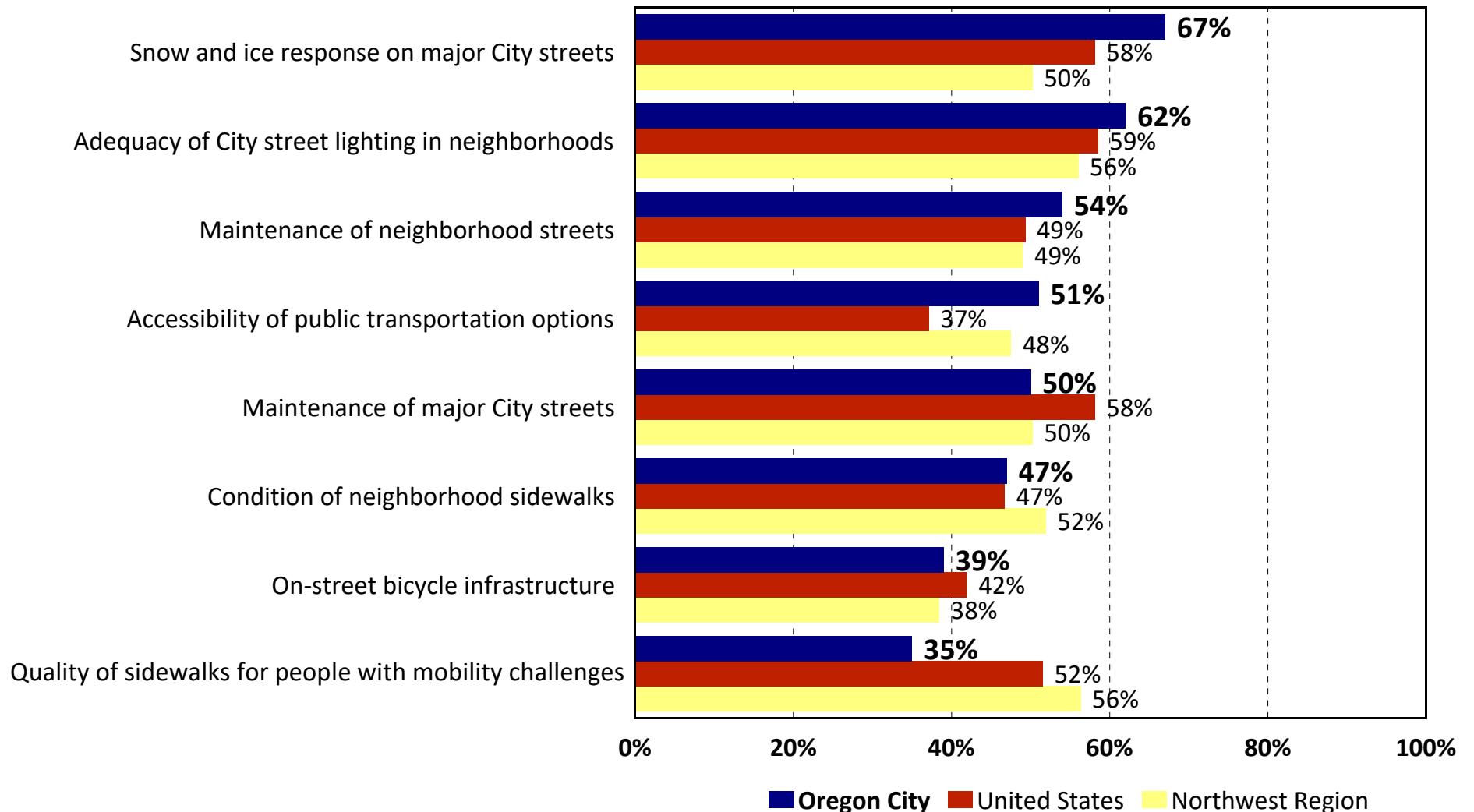
by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Overall Satisfaction with Transportation and Infrastructure

Oregon City vs. United States vs. Northwest Region

by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)





Importance-Satisfaction Analysis

Importance-Satisfaction Analysis



Overview

Today, community leaders have limited resources which need to be targeted to activities that are of the most benefit to their citizens. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to citizens; and (2) to target resources toward those services where citizens are the least satisfied.

The Importance-Satisfaction (I-S) rating is a unique tool that allows public officials to better understand both of these highly important decision-making criteria for each of the services they are providing. The Importance-Satisfaction (I-S) rating is based on the concept that public agencies will maximize overall customer satisfaction by emphasizing improvements in those areas where the level of satisfaction is relatively low, and the perceived importance of the service is relatively high.

The rating is calculated by summing the percentage of responses for items selected as the first, second, and third most important services for the City to emphasize over the next two years. The sum is then multiplied by 1 minus the percentage of respondents who indicated they were positively satisfied with the City's performance in the related area (the sum of the ratings of 4 and 5 on a 5-point scale excluding "don't know" responses). "Don't know" responses are excluded from the calculation to ensure the satisfaction ratings among service categories are comparable.

$$\text{I-S Rating} = \text{Importance} \times (1 - \text{Satisfaction})$$

Example of the Calculation

Respondents were asked to identify the major categories of City services that were most important to emphasize over the next two years. More than half (56.2%) of the respondent households selected "*overall maintenance of City streets*" as one of the most important services for the City to emphasize.

With regard to satisfaction, 49% of respondents surveyed rated "*overall maintenance of City streets*" as a "4" or "5" on a 5-point scale (where "5" means "Very Satisfied") excluding "don't know" responses. The I-S rating was calculated by multiplying the sum of the most important percentages by one minus the sum of the satisfaction percentages. In this example, 56.2% was multiplied by 51% (1-0.49). This calculation yielded an I-S rating of 0.2866, which ranked first out of thirteen major categories of City services analyzed.

Importance-Satisfaction Analysis



The maximum rating is 1.00 and would be achieved when 100% of the respondents select an item as one of their top three choices of importance and 0% indicate they are positively satisfied with the delivery of the service.

The lowest rating is 0.00 and could be achieved under either of the following two situations:

- If 100% of the respondents were positively satisfied with the delivery of the service
- If none (0%) of the respondents selected the service as one of the three most important areas.

Interpreting the Ratings

Ratings that are greater than or equal to 0.20 identify areas that should receive significantly more emphasis over the next two years. Ratings from 0.10 to 0.20 identify service areas that should receive increased emphasis. Ratings less than 0.10 should continue to receive the current level of emphasis.

- Definitely Increase Emphasis (I-S > 0.20)
- Increase Current Emphasis (I-S = 0.10 - 0.20)
- Maintain Current Emphasis (I-S < 0.10)

Tables showing the results for the City of Oregon City are provided on the following pages.

2024 Importance-Satisfaction Rating

Oregon City, OR

Major Categories of City Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>Very High Priority (IS >.20)</u>						
Overall maintenance of City streets	56%	1	49%	8	0.2866	1
Overall effectiveness of City economic development efforts	38%	2	32%	13	0.2570	2
<u>High Priority (IS .10-.20)</u>						
Overall enforcement of City codes & ordinances	20%	8	42%	10	0.1160	3
Overall quality of City's recreation programs	24%	5	54%	7	0.1081	4
Overall effectiveness of City communication with public	20%	7	47%	9	0.1076	5
Overall quality of City parks/trails/open space	33%	3	68%	3	0.1050	6
<u>Medium Priority (IS <.10)</u>						
Overall quality of City water utilities	22%	6	62%	6	0.0817	7
Overall quality of police services	32%	4	75%	2	0.0810	8
Overall quality of permit process	11%	9	33%	12	0.0717	9
Overall quality of customer service from City employees	6%	11	65%	5	0.0193	10
Overall quality of Municipal Court services	3%	13	40%	11	0.0186	11
Overall quality of City sewer services	5%	12	65%	4	0.0182	12
Overall quality of City's public library services	8%	10	83%	1	0.0128	13

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2024 Importance-Satisfaction Rating

Oregon City, OR

Parks and Recreation

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Appearance & maintenance of existing City parks	32%	1	67%	2	0.1053	1
Quality of City's swimming pool	20%	3	48%	7	0.1024	2
Quality of recreational areas for dogs	16%	5	37%	11	0.1002	3
Medium Priority (IS <.10)						
Quantity of City trails	20%	4	50%	5	0.0975	4
Quality of facilities	24%	2	64%	3	0.0878	5
Quality of services for fees assessed with recreation programming	14%	6	45%	9	0.0781	6
Access to City parks for persons with disabilities	11%	8	43%	10	0.0627	7
Quality of outdoor athletic fields	13%	7	54%	4	0.0589	8
Quality of Pioneer Community Center	8%	9	48%	8	0.0421	9
Quality of End of the Oregon Trail	8%	10	49%	6	0.0388	10
Proximity of parks to your home	7%	11	75%	1	0.0183	11

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2024 Importance-Satisfaction Rating

Oregon City, OR

Public Safety

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>Very High Priority (IS >.20)</u>						
Response to issues with transients	63%	1	23%	8	0.4882	1
<u>High Priority (IS .10-.20)</u>						
Response to drug control	27%	2	35%	7	0.1755	2
<u>Medium Priority (IS <.10)</u>						
The City's overall efforts to prevent crime	22%	3	59%	3	0.0890	3
Response to property crime	16%	4	43%	6	0.0889	4
Enforcement of local traffic laws	15%	6	58%	4	0.0622	5
Level of community outreach	11%	8	44%	5	0.0599	6
Visibility of police in the community	15%	5	70%	1	0.0462	7
How quickly police respond to emergencies	13%	7	67%	2	0.0422	8

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2024 Importance-Satisfaction Rating

Oregon City, OR

Code Enforcement

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>Very High Priority (IS >.20)</u>						
Enforcing cleanup of litter & debris on private property	56%	1	34%	4	0.3670	1
Enforcing codes designed to protect public safety & health	53%	2	39%	2	0.3257	2
<u>High Priority (IS .10-.20)</u>						
Enforcing mowing/trimming of grass & weeds on private property	24%	3	33%	5	0.1588	3
<u>Medium Priority (IS <.10)</u>						
Parking enforcement services	16%	4	44%	1	0.0896	4
Enforcing sign regulation	14%	5	35%	3	0.0884	5

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2024 Importance-Satisfaction Rating

Oregon City, OR

Transportation and Infrastructure

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Maintenance of major City streets	40%	1	50%	5	0.1985	1
Traffic calming measures in neighborhoods	20%	3	36%	11	0.1248	2
Maintenance of neighborhood streets	26%	2	54%	3	0.1173	3
Medium Priority (IS <.10)						
Availability of safe pedestrian ways on major streets & routes	17%	4	47%	7	0.0890	4
Availability of safe pedestrian ways in neighborhoods	14%	5	46%	8	0.0767	5
Quality of sidewalks for people with mobility challenges	10%	8	35%	12	0.0663	6
Condition of neighborhood sidewalks	13%	6	47%	6	0.0663	7
On-street bicycle infrastructure	8%	10	39%	10	0.0500	8
Alternative means of transportation	7%	12	39%	9	0.0409	9
Snow and ice response on major City streets	12%	7	67%	1	0.0393	10
Adequacy of city street lighting in neighborhoods	10%	9	62%	2	0.0361	11
Accessibility of public transportation options	7%	11	51%	4	0.0358	12

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2024 Importance-Satisfaction Rating

Oregon City, OR

Public Library Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>High Priority (IS .10-.20)</u>						
Events for seniors	18%	1	43%	10	0.1009	1
<u>Medium Priority (IS <.10)</u>						
Outreach-programs and/or services in the community	15%	4	36%	12	0.0947	2
Events for adults	13%	7	45%	9	0.0704	3
Events for children	15%	3	54%	6	0.0704	4
Events for teens	12%	8	40%	11	0.0696	5
Library as hub of community information	14%	5	53%	7	0.0667	6
Selection of physical resources available	17%	2	74%	1	0.0445	7
Selection of digital resources available online	14%	6	71%	2	0.0403	8
Access to computers & library Wi-Fi	9%	9	70%	3	0.0261	9
Ease of booking meeting rooms	3%	11	49%	8	0.0143	10
Selection of reference & research tools	3%	10	59%	4	0.0131	11
Reader's Advisory (help finding something to read)	2%	12	58%	5	0.0097	12

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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Tabular Data

Q1. Perception of the City. Please rate each of the following major categories of services provided by the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q1-1. Overall quality of police services	26.1%	44.3%	18.3%	3.8%	1.2%	6.4%
Q1-2. Overall quality of City's recreation programs	9.6%	37.7%	29.9%	9.9%	1.7%	11.3%
Q1-3. Overall quality of City parks/trails/open space	20.9%	44.6%	18.3%	10.4%	2.0%	3.8%
Q1-4. Overall maintenance of City streets	9.0%	39.1%	20.3%	23.5%	7.0%	1.2%
Q1-5. Overall quality of City water utilities	15.4%	42.0%	23.8%	9.0%	2.9%	7.0%
Q1-6. Overall quality of City sewer services	15.4%	42.6%	24.3%	4.3%	1.7%	11.6%
Q1-7. Overall quality of Municipal Court services	6.4%	17.7%	32.5%	2.3%	1.4%	39.7%
Q1-8. Overall enforcement of City codes & ordinances	9.6%	26.7%	33.3%	12.8%	3.8%	13.9%
Q1-9. Overall quality of customer service you receive from City employees	19.7%	35.1%	25.5%	3.5%	0.6%	15.7%
Q1-10. Overall effectiveness of City communication with the public	9.6%	34.8%	31.3%	14.8%	2.9%	6.7%
Q1-11. Overall effectiveness of City economic development efforts	4.6%	18.0%	31.6%	21.4%	7.8%	16.5%
Q1-12. Overall quality of City's public library services	35.7%	37.7%	12.8%	2.0%	0.6%	11.3%
Q1-13. Overall quality of permit process	3.5%	15.9%	26.7%	9.6%	3.8%	40.6%

WITHOUT "DON'T KNOW"

Q1. Perception of the City. Please rate each of the following major categories of services provided by the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q1-1. Overall quality of police services	27.9%	47.4%	19.5%	4.0%	1.2%
Q1-2. Overall quality of City's recreation programs	10.8%	42.5%	33.7%	11.1%	2.0%
Q1-3. Overall quality of City parks/trails/open space	21.7%	46.4%	19.0%	10.8%	2.1%
Q1-4. Overall maintenance of City streets	9.1%	39.6%	20.5%	23.8%	7.0%
Q1-5. Overall quality of City water utilities	16.5%	45.2%	25.5%	9.7%	3.1%
Q1-6. Overall quality of City sewer services	17.4%	48.2%	27.5%	4.9%	2.0%
Q1-7. Overall quality of Municipal Court services	10.6%	29.3%	53.8%	3.8%	2.4%
Q1-8. Overall enforcement of City codes & ordinances	11.1%	31.0%	38.7%	14.8%	4.4%
Q1-9. Overall quality of customer service you receive from City employees	23.4%	41.6%	30.2%	4.1%	0.7%
Q1-10. Overall effectiveness of City communication with the public	10.2%	37.3%	33.5%	15.8%	3.1%
Q1-11. Overall effectiveness of City economic development efforts	5.6%	21.5%	37.8%	25.7%	9.4%
Q1-12. Overall quality of City's public library services	40.2%	42.5%	14.4%	2.3%	0.7%
Q1-13. Overall quality of permit process	5.9%	26.8%	44.9%	16.1%	6.3%

Q2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q2. Top choice	Number	Percent
Overall quality of police services	57	16.5 %
Overall quality of City's recreation programs	31	9.0 %
Overall quality of City parks/trails/open space	39	11.3 %
Overall maintenance of City streets	88	25.5 %
Overall quality of City water utilities	24	7.0 %
Overall quality of City sewer services	1	0.3 %
Overall quality of Municipal Court services	1	0.3 %
Overall enforcement of City codes & ordinances	17	4.9 %
Overall quality of customer service you receive from City employees	4	1.2 %
Overall effectiveness of City communication with the public	12	3.5 %
Overall effectiveness of City economic development efforts	42	12.2 %
Overall quality of City's public library services	5	1.4 %
Overall quality of permit process	10	2.9 %
None chosen	14	4.1 %
Total	345	100.0 %

Q2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q2. 2nd choice	Number	Percent
Overall quality of police services	29	8.4 %
Overall quality of City's recreation programs	21	6.1 %
Overall quality of City parks/trails/open space	40	11.6 %
Overall maintenance of City streets	65	18.8 %
Overall quality of City water utilities	27	7.8 %
Overall quality of City sewer services	7	2.0 %
Overall quality of Municipal Court services	5	1.4 %
Overall enforcement of City codes & ordinances	21	6.1 %
Overall quality of customer service you receive from City employees	7	2.0 %
Overall effectiveness of City communication with the public	26	7.5 %
Overall effectiveness of City economic development efforts	44	12.8 %
Overall quality of City's public library services	12	3.5 %
Overall quality of permit process	16	4.6 %
None chosen	25	7.2 %
Total	345	100.0 %

Q2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q2. 3rd choice	Number	Percent
Overall quality of police services	26	7.5 %
Overall quality of City's recreation programs	29	8.4 %
Overall quality of City parks/trails/open space	34	9.9 %
Overall maintenance of City streets	41	11.9 %
Overall quality of City water utilities	23	6.7 %
Overall quality of City sewer services	10	2.9 %
Overall quality of Municipal Court services	5	1.4 %
Overall enforcement of City codes & ordinances	31	9.0 %
Overall quality of customer service you receive from City employees	8	2.3 %
Overall effectiveness of City communication with the public	32	9.3 %
Overall effectiveness of City economic development efforts	44	12.8 %
Overall quality of City's public library services	9	2.6 %
Overall quality of permit process	11	3.2 %
None chosen	42	12.2 %
Total	345	100.0 %

SUM OF TOP 3 CHOICES

Q2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 3)

Q2. Sum of top 3 choices	Number	Percent
Overall quality of police services	112	32.5 %
Overall quality of City's recreation programs	81	23.5 %
Overall quality of City parks/trails/open space	113	32.8 %
Overall maintenance of City streets	194	56.2 %
Overall quality of City water utilities	74	21.4 %
Overall quality of City sewer services	18	5.2 %
Overall quality of Municipal Court services	11	3.2 %
Overall enforcement of City codes & ordinances	69	20.0 %
Overall quality of customer service you receive from City employees	19	5.5 %
Overall effectiveness of City communication with the public	70	20.3 %
Overall effectiveness of City economic development efforts	130	37.7 %
Overall quality of City's public library services	26	7.5 %
Overall quality of permit process	37	10.7 %
None chosen	14	4.1 %
Total	968	

Q3. Please rate each of the following items that may influence your perception of the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q3-1. Overall quality of services provided by City of Oregon City	10.4%	44.9%	33.0%	5.2%	0.9%	5.5%
Q3-2. Overall value that you receive for your tax dollars & fees	4.9%	26.1%	33.0%	24.9%	6.1%	4.9%
Q3-3. Overall image of City	11.0%	41.4%	25.5%	16.5%	3.2%	2.3%
Q3-4. How well City is supporting growth & development	3.8%	20.9%	30.1%	26.4%	11.3%	7.5%
Q3-5. Overall feeling of safety in City	15.1%	43.2%	21.7%	15.4%	3.5%	1.2%
Q3-6. Availability of job opportunities	1.7%	15.9%	32.8%	12.8%	2.3%	34.5%
Q3-7. Availability of training or educational opportunities	7.2%	29.0%	29.3%	6.7%	1.4%	26.4%
Q3-8. Overall quality of new development	2.9%	16.2%	32.2%	24.3%	10.4%	13.9%
Q3-9. Overall development across City	2.3%	16.5%	34.8%	28.1%	7.8%	10.4%

WITHOUT "DON'T KNOW"

Q3. Please rate each of the following items that may influence your perception of the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q3-1. Overall quality of services provided by City of Oregon City	11.0%	47.5%	35.0%	5.5%	0.9%
Q3-2. Overall value that you receive for your tax dollars & fees	5.2%	27.4%	34.8%	26.2%	6.4%
Q3-3. Overall image of City	11.3%	42.4%	26.1%	16.9%	3.3%
Q3-4. How well City is supporting growth & development	4.1%	22.6%	32.6%	28.5%	12.2%
Q3-5. Overall feeling of safety in City	15.2%	43.7%	22.0%	15.5%	3.5%
Q3-6. Availability of job opportunities	2.7%	24.3%	50.0%	19.5%	3.5%
Q3-7. Availability of training or educational opportunities	9.8%	39.4%	39.8%	9.1%	2.0%
Q3-8. Overall quality of new development	3.4%	18.9%	37.4%	28.3%	12.1%
Q3-9. Overall development across City	2.6%	18.4%	38.8%	31.4%	8.7%

Q4. Please rate each of the following aspects of the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q4-1. City creating a diverse, inclusive, & fair community	9.3%	28.1%	30.7%	12.2%	6.7%	13.0%
Q4-2. City helps residents feel connected & integrated into the community	4.9%	24.3%	38.8%	19.1%	3.5%	9.3%

WITHOUT "DON'T KNOW"

Q4. Please rate each of the following aspects of the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q4-1. City creating a diverse, inclusive, & fair community	10.7%	32.3%	35.3%	14.0%	7.7%
Q4-2. City helps residents feel connected & integrated into the community	5.4%	26.8%	42.8%	21.1%	3.8%

Q5. Please rate Oregon City using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," with regard to each of the following.

(N=345)

	Excellent	Good	Neutral	Below average	Poor	Don't know
Q5-1. As a place to live	22.6%	54.8%	12.8%	8.4%	1.2%	0.3%
Q5-2. As a place to raise children	16.2%	44.1%	19.4%	9.9%	1.2%	9.3%
Q5-3. As a place to work	9.0%	29.3%	25.8%	9.0%	4.6%	22.3%
Q5-4. As a place with a variety of housing choices	9.3%	29.3%	30.7%	19.7%	5.2%	5.8%
Q5-5. As a place to shop	5.8%	32.2%	22.6%	29.9%	8.1%	1.4%
Q5-6. As a place for dining & entertainment options	7.5%	36.8%	19.7%	27.0%	7.8%	1.2%
Q5-7. Overall quality of life in City	11.3%	54.5%	24.3%	8.1%	0.9%	0.9%
Q5-8. As a place to connect & interact with your neighbors	13.6%	38.3%	30.7%	12.2%	2.9%	2.3%

WITHOUT "DON'T KNOW"

Q5. Please rate Oregon City using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," with regard to each of the following. (without "don't know")

(N=345)

	Excellent	Good	Neutral	Below average	Poor
Q5-1. As a place to live	22.7%	54.9%	12.8%	8.4%	1.2%
Q5-2. As a place to raise children	17.9%	48.6%	21.4%	10.9%	1.3%
Q5-3. As a place to work	11.6%	37.7%	33.2%	11.6%	6.0%
Q5-4. As a place with a variety of housing choices	9.8%	31.1%	32.6%	20.9%	5.5%
Q5-5. As a place to shop	5.9%	32.6%	22.9%	30.3%	8.2%
Q5-6. As a place for dining & entertainment options	7.6%	37.2%	19.9%	27.3%	7.9%
Q5-7. Overall quality of life in City	11.4%	55.0%	24.6%	8.2%	0.9%
Q5-8. As a place to connect & interact with your neighbors	13.9%	39.2%	31.5%	12.5%	3.0%

Q6. Parks and Recreation. Please rate your satisfaction with each of the following Parks and Recreation items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q6-1. Quality of facilities (e.g., picnic shelters, playgrounds in City parks)	15.7%	45.5%	22.6%	9.3%	2.6%	4.3%
Q6-2. Quality of outdoor athletic fields (e.g., baseball, soccer, football)	11.0%	31.6%	24.3%	9.6%	2.6%	20.9%
Q6-3. Appearance & maintenance of existing City parks	17.7%	47.8%	21.7%	7.5%	2.0%	3.2%
Q6-4. Proximity of parks to your home	26.4%	47.5%	15.1%	7.5%	1.7%	1.7%
Q6-5. Quantity of City trails	13.0%	29.9%	24.1%	14.2%	3.8%	15.1%
Q6-6. Access to City parks for persons with disabilities	6.1%	19.1%	22.6%	8.7%	1.7%	41.7%
Q6-7. Quality of Pioneer Community Center	11.6%	18.8%	27.8%	4.1%	0.9%	36.8%
Q6-8. Quality of End of the Oregon Trail	12.5%	24.9%	28.7%	7.2%	2.6%	24.1%
Q6-9. Quality of City's swimming pool	7.8%	26.1%	21.7%	10.1%	4.3%	29.9%
Q6-10. Quality of services for fees assessed with recreation programing (e.g., pool programs, admission, & camps)	8.1%	24.1%	26.4%	10.4%	2.9%	28.1%
Q6-11. Quality of recreational areas for dogs	5.8%	20.0%	26.4%	10.7%	6.4%	30.7%
Q6-12. Other	0.9%	0.3%	1.7%	2.0%	6.4%	88.7%

WITHOUT "DON'T KNOW"

Q6. Parks and Recreation. Please rate your satisfaction with each of the following Parks and Recreation items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q6-1. Quality of facilities (e.g., picnic shelters, playgrounds in City parks)	16.4%	47.6%	23.6%	9.7%	2.7%
Q6-2. Quality of outdoor athletic fields (e.g., baseball, soccer, football)	13.9%	39.9%	30.8%	12.1%	3.3%
Q6-3. Appearance & maintenance of existing City parks	18.3%	49.4%	22.5%	7.8%	2.1%
Q6-4. Proximity of parks to your home	26.8%	48.4%	15.3%	7.7%	1.8%
Q6-5. Quantity of City trails	15.4%	35.2%	28.3%	16.7%	4.4%
Q6-6. Access to City parks for persons with disabilities	10.4%	32.8%	38.8%	14.9%	3.0%
Q6-7. Quality of Pioneer Community Center	18.3%	29.8%	44.0%	6.4%	1.4%
Q6-8. Quality of End of the Oregon Trail	16.4%	32.8%	37.8%	9.5%	3.4%
Q6-9. Quality of City's swimming pool	11.2%	37.2%	31.0%	14.5%	6.2%
Q6-10. Quality of services for fees assessed with recreation programing (e.g., pool programs, admission, & camps)	11.3%	33.5%	36.7%	14.5%	4.0%
Q6-11. Quality of recreational areas for dogs	8.4%	28.9%	38.1%	15.5%	9.2%
Q6-12. Other	7.7%	2.6%	15.4%	17.9%	56.4%

Q6-12. Other

- access to parks
- Adult leagues and facilities for sports
- Allocating funds for the construction of the center at the old fiberglass company that will increase the amount of people in need arriving from outside our community, but not increasing funding or programs for the safety and wellbeing of those of us that live and work here is irresponsible.
- Away-from-cars biking and Running trails
- Becoming unaffordable for seniors to stay in their homes. High taxes and utilities. Homes are unaffordable
- Building maintenance
- City commission does not listen to or take staff issues with management seriously. The mayor over reaches her authority. The mayor is abusive to many people in citizen comments or public testimony, particularly if she disagrees. Investigations of City staff complaints aren't investigated by reliable investigators and management gets away with blatant lies to investigators. City shirks it's responsibility for heritage tourism, and economic development and is farming it out to a yet unknown private entity. Commission gives up too easily on the issues at times and let's management manipulate the commission. The city doesn't promote diversity well. Homeless issues aren't well addressed. Not enough scrutiny is given to developers.
- Community center
- Community center, recreation opportunities for kids, walking trails are lacking.
- fenced in dog parks and trails
- Homeless people downtown Oregon city that are creeping up into the city, who leave their garbage and drugs on our streets, sleep in our car ports, by our court house downtown and just the city not doing anything about it.
- I live near the Pioneer Athletic Field on Van Buren, and it is quite loud sometimes. Nice to sit in my yard without Van Halen playing sometimes.
- I would very much like a large, wooded green space for walking. I mostly walk in my neighborhood (McCloughlin) or at Clackamas Community College. I would love a park away from car traffic for walking and cycling. The old dump site would be great. I'm also hoping the old mill site will have some options. I also love the Pioneer Center but it'd be great if the offered more for working adults and not just retirees.
- It would be nice to have more classes available for young children. My friend in West Linn has her 4 year old in ballet through a community center. Would love to see that or a gymnastics class.
- Ivy kills our parks
- lower water bill
- Maintenance issues are not acceptable. Dog areas should all be fenced. I'm tired of being accosted by out of control dogs in my park.
- Many new apartments, MANY!! Streets have not changed, taking quiet communities and packing people and the REAL PROBLEM. CARS into communities with the same old streets and intersections, traffic has gotten MUCH WORSE !!!!! Making it a nightmare like Tigard and Beaverton communities.
- Need better signage regarding off leash, dogs in parks
- Need more "free swim" time.
- need skatepark, boys and girls clubs
- Need to have working restrooms in the parks as wells as water fountains.
- Not informed enough
- Overall good.
- PARKS NEED LESS GRASS AND MORE NATIVES
- Pickle ball courts for all.

Q6-12. Other

- Police failed to give tickets to drivers
- Road projects are horrible! The roads are all torn up and all of them seem to be focused on making it really difficult to get around the city as they all seem to happen at the same time! The roads haven't been maintained with our "fees" while other roads with very little traffic have been repaved. Other roads haven't been repaved in 20 years that get more traffic than a dead end road. And projects are taking MONTHS to get finished. Whether this is part of the permitting process or just contractors, it makes it very difficult to get around the city during the day and long traffic lines. Let's get the infrastructure finished and roads repaved and be DONE! Some projects have been completed in 3 days and gone leaving the place better than before, but other projects....how long does it take to pave a sidewalk? I mean really? I'm not talking about a homeowner project (which is another issue I have with the city).
- safe access from Caulfield to CCC
- Schools
- Seeing too much homeless and drugs / mental health issues walking the streets bringing the community down. I actually saw a guy stand on the sidewalk on Molalla Ave with his pants down around his ankles urinating in traffic.
- Sidewalks
- The City allows new subdivision contractors to do what they want with no regard to existing residents, streets, utilities, or public safety.
- The city is doing nothing to address the issue of homelessness. Basic economic principles dictate NOT funding or allowing homeless services in suburbs of large metropolitan areas struggling with homeless populations with rampant drug and mental health issues. The famous quote from Field of Dreams, "If you build it, they will come." is accurate for homeless services too. The city of Oregon City rejected the concerns from the tax paying citizens of the McLoughlin neighborhood and are saddling the residents with an expansion of homeless services that will be occur with the rebuild of the old Miles Fiberglass site. I have spent the last 28 years in the Historic neighborhood, I was planning to retire in my home. I am now faced with a difficult decision of stay and watch my equity evaporate or start anew elsewhere. The city had a great record of combating the plague from Multnomah County for years, unfortunately they are now inviting the plague with open arms.
- The city's parks department does a good job of maintaining what they have but there should be much more library programs from a rec perspective. The city's pool is embarrassingly outdated and the hours are absurd
- The overall parks package in OC is outstanding.
- The people pruning the shrubs and trees don't appear to know what they are doing. At the Japanese Sister City planting at the Pioneer Center they turn every plant into a popsicle. (I cringe imagining what our Sister City would think of the way the plants are pruned). They would opt to cut down a perfectly good mature tree because it's too hard to mow around (at the Pool). There's an excellent horticulture program at the community college: send the parks dept pruners there. The little garden at the top of Singer Hill in front of City Hall where the Welcome to OC sign needs mulch and someone who is a gardener. And again, the shrubs are all pruned into squares and balls. Who owns the cliff along the promenade? There are big leaf maples taking hold that will eventually cause the rocks to break off as the roots expand. Maybe the Parks dept needs a consultant?
- Too many homeless
- TRAILS TO WALK DOGS
- Water pressure
- Would prefer more dog friendly natural areas, dissatisfied with Newell Creek not allowing dogs even on leash.

Q7. Which TWO of the Parks and Recreation items listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q7. Top choice	Number	Percent
Quality of facilities (e.g., picnic shelters, playgrounds in City parks)	51	14.8 %
Quality of outdoor athletic fields (e.g., baseball, soccer, football)	23	6.7 %
Appearance & maintenance of existing City parks	58	16.8 %
Proximity of parks to your home	13	3.8 %
Quantity of City trails	34	9.9 %
Access to City parks for persons with disabilities	26	7.5 %
Quality of Pioneer Community Center	7	2.0 %
Quality of End of the Oregon Trail	14	4.1 %
Quality of City's swimming pool	37	10.7 %
Quality of services for fees assessed with recreation programming (e.g., pool programs, admission, & camps)	22	6.4 %
Quality of recreational areas for dogs	26	7.5 %
None chosen	34	9.9 %
Total	345	100.0 %

Q7. Which TWO of the Parks and Recreation items listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q7. 2nd choice	Number	Percent
Quality of facilities (e.g., picnic shelters, playgrounds in City parks)	33	9.6 %
Quality of outdoor athletic fields (e.g., baseball, soccer, football)	21	6.1 %
Appearance & maintenance of existing City parks	52	15.1 %
Proximity of parks to your home	12	3.5 %
Quantity of City trails	33	9.6 %
Access to City parks for persons with disabilities	12	3.5 %
Quality of Pioneer Community Center	21	6.1 %
Quality of End of the Oregon Trail	12	3.5 %
Quality of City's swimming pool	31	9.0 %
Quality of services for fees assessed with recreation programming (e.g., pool programs, admission, & camps)	27	7.8 %
Quality of recreational areas for dogs	29	8.4 %
None chosen	62	18.0 %
Total	345	100.0 %

SUM OF TOP 2 CHOICES**Q7. Which TWO of the Parks and Recreation items listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)**

<u>Q7. Sum of top 2 choices</u>	<u>Number</u>	<u>Percent</u>
Quality of facilities (e.g., picnic shelters, playgrounds in City parks)	84	24.3 %
Quality of outdoor athletic fields (e.g., baseball, soccer, football)	44	12.8 %
Appearance & maintenance of existing City parks	110	31.9 %
Proximity of parks to your home	25	7.2 %
Quantity of City trails	67	19.4 %
Access to City parks for persons with disabilities	38	11.0 %
Quality of Pioneer Community Center	28	8.1 %
Quality of End of the Oregon Trail	26	7.5 %
Quality of City's swimming pool	68	19.7 %
Quality of services for fees assessed with recreation programing (e.g., pool programs, admission, & camps)	49	14.2 %
Quality of recreational areas for dogs	55	15.9 %
None chosen	34	9.9 %
Total	628	

Q8. How willing would you be to pay additional taxes or fees to acquire, develop, and maintain the types of parks, recreation, and trail facilities that are most important to your household?

Q8. How willing would you be to pay additional taxes or fees	Number	Percent
Very willing	27	7.8 %
Willing	80	23.2 %
Neutral	74	21.4 %
Not willing	68	19.7 %
Not at all willing	66	19.1 %
Don't know	30	8.7 %
Total	345	100.0 %

WITHOUT “DON’T KNOW”

Q8. How willing would you be to pay additional taxes or fees to acquire, develop, and maintain the types of parks, recreation, and trail facilities that are most important to your household? (without "don't know")

Q8. How willing would you be to pay additional taxes or fees	Number	Percent
Very willing	27	8.6 %
Willing	80	25.4 %
Neutral	74	23.5 %
Not willing	68	21.6 %
Not at all willing	66	21.0 %
Total	315	100.0 %

Q9. Recent evaluations have shown that some of Oregon City's parks facilities, such as the pool and the End of the Oregon Trail, are unable to meet residents' needs due to the facilities' age and size. Additional funds would be needed for the specific purpose of constructing facilities capable of meeting the demands of residents now and in the future. Please indicate if you would support any of the following methods to raise those funds if they were specifically dedicated to those projects.

Q9. What methods would you support to raise funds	Number	Percent
Park utility fee	96	27.8 %
Bonds	129	37.4 %
Tax increase	47	13.6 %
Levy	66	19.1 %
None. I don't support additional funding for these projects	122	35.4 %
Total	460	

WITHOUT "NONE"

Q9. Recent evaluations have shown that some of Oregon City's parks facilities, such as the pool and the End of the Oregon Trail, are unable to meet residents' needs due to the facilities' age and size. Additional funds would be needed for the specific purpose of constructing facilities capable of meeting the demands of residents now and in the future. Please indicate if you would support any of the following methods to raise those funds if they were specifically dedicated to those projects. (without "none")

Q9. What methods would you support to raise funds	Number	Percent
Bonds	129	57.8 %
Park utility fee	96	43.0 %
Levy	66	29.6 %
Tax increase	47	21.1 %
Total	338	

Q9a. If you would support additional costs, which facility would you most like to see the City prioritize?

Q9a. Which facility would you most like to see City prioritize	Number	Percent
Pool/Recreation Center	107	48.0 %
End of the Oregon Trail	27	12.1 %
Both	59	26.5 %
Neither	11	4.9 %
Not provided	19	8.5 %
Total	223	100.0 %

WITHOUT “NOT PROVIDED”

Q9a. If you would support additional costs, which facility would you most like to see the City prioritize?
(without "not provided")

Q9a. Which facility would you most like to see City prioritize	Number	Percent
Pool/Recreation Center	107	52.5 %
End of the Oregon Trail	27	13.2 %
Both	59	28.9 %
Neither	11	5.4 %
Total	204	100.0 %

Q10. Public Safety. Please rate each of the public safety items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q10-1. Visibility of police in the community	18.0%	49.6%	19.4%	8.7%	1.2%	3.2%
Q10-2. City's overall efforts to prevent crime	11.3%	42.9%	21.7%	10.4%	4.9%	8.7%
Q10-3. Enforcement of local traffic laws	9.6%	44.9%	20.0%	14.8%	4.6%	6.1%
Q10-4. How quickly police respond to emergencies	17.7%	29.6%	18.6%	3.2%	2.0%	29.0%
Q10-5. Response to drug control	4.1%	17.4%	18.8%	13.0%	8.7%	38.0%
Q10-6. Response to property crime	4.3%	21.7%	18.8%	8.1%	7.8%	39.1%
Q10-7. Level of community outreach	7.5%	24.6%	27.8%	10.1%	3.5%	26.4%
Q10-8. Response to issues with transients	4.3%	13.3%	20.9%	19.7%	18.3%	23.5%

WITHOUT "DON'T KNOW"

Q10. Public Safety. Please rate each of the public safety items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q10-1. Visibility of police in the community	18.6%	51.2%	20.1%	9.0%	1.2%
Q10-2. City's overall efforts to prevent crime	12.4%	47.0%	23.8%	11.4%	5.4%
Q10-3. Enforcement of local traffic laws	10.2%	47.8%	21.3%	15.7%	4.9%
Q10-4. How quickly police respond to emergencies	24.9%	41.6%	26.1%	4.5%	2.9%
Q10-5. Response to drug control	6.5%	28.0%	30.4%	21.0%	14.0%
Q10-6. Response to property crime	7.1%	35.7%	31.0%	13.3%	12.9%
Q10-7. Level of community outreach	10.2%	33.5%	37.8%	13.8%	4.7%
Q10-8. Response to issues with transients	5.7%	17.4%	27.3%	25.8%	23.9%

Q11. Which TWO of the public safety items listed in Question 10 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q11. Top choice	Number	Percent
Visibility of police in the community	32	9.3 %
City's overall efforts to prevent crime	30	8.7 %
Enforcement of local traffic laws	28	8.1 %
How quickly police respond to emergencies	21	6.1 %
Response to drug control	33	9.6 %
Response to property crime	17	4.9 %
Level of community outreach	16	4.6 %
Response to issues with transients	144	41.7 %
None chosen	24	7.0 %
Total	345	100.0 %

Q11. Which TWO of the public safety items listed in Question 10 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q11. 2nd choice	Number	Percent
Visibility of police in the community	21	6.1 %
City's overall efforts to prevent crime	45	13.0 %
Enforcement of local traffic laws	23	6.7 %
How quickly police respond to emergencies	23	6.7 %
Response to drug control	60	17.4 %
Response to property crime	37	10.7 %
Level of community outreach	21	6.1 %
Response to issues with transients	75	21.7 %
None chosen	40	11.6 %
Total	345	100.0 %

SUM OF TOP 2 CHOICES

Q11. Which TWO of the public safety items listed in Question 10 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q11. Sum of top 2 choices	Number	Percent
Visibility of police in the community	53	15.4 %
City's overall efforts to prevent crime	75	21.7 %
Enforcement of local traffic laws	51	14.8 %
How quickly police respond to emergencies	44	12.8 %
Response to drug control	93	27.0 %
Response to property crime	54	15.7 %
Level of community outreach	37	10.7 %
Response to issues with transients	219	63.5 %
None chosen	24	7.0 %
Total	650	

Q12. Communication. Where do you currently get news and information about City programs, services, and events?

Q12. Where do you currently get news & information about City programs, services, & events	Number	Percent
"Trail News" quarterly publication	254	73.6 %
City website	92	26.7 %
Newspaper	66	19.1 %
Friends	115	33.3 %
Radio	13	3.8 %
Social media (Facebook, X/Twitter, Instagram, LinkedIn)	191	55.4 %
Public meetings	35	10.1 %
City's mobile app (MyOC)	13	3.8 %
YouTube	5	1.4 %
Citizen Involvement Committee	4	1.2 %
TV local news	85	24.6 %
Nextdoor	56	16.2 %
Neighborhood association	52	15.1 %
Utility bill	73	21.2 %
Flyers	49	14.2 %
eTrail News Monthly eNewsletter	71	20.6 %
Other	9	2.6 %
Total	1183	

Q12-17. Other

- Email announcements
- Facebook Oregon City chat
- I don't get nearly enough news and it's not easy to find answers on the Oregon city home page
- I google anything I am interested in but am frequently deterred from entering or spending excess time anywhere in the city because of the homeless population that is clearly a danger given the erratic behavior openly exhibited every time I drive anywhere in OC. Very frustrating, we chose this location in hopes that walking around town would be an option, it is not.
- library website
- OCSD
- Talking to neighbors directly.
- Talking with neighbors! Living in OC and seeing the pros and big cons.
- Word of mouth

Q12a. From which TWO sources listed in Question 12 would you MOST PREFER to get information from the City?

Q12a. Top choice	Number	Percent
"Trail News" quarterly publication	103	29.9 %
City website	27	7.8 %
Newspaper	15	4.3 %
Friends	5	1.4 %
Radio	2	0.6 %
Social media (Facebook, X/Twitter, Instagram, LinkedIn)	85	24.6 %
Public meetings	5	1.4 %
City's mobile app (MyOC)	10	2.9 %
Citizen Involvement Committee	1	0.3 %
TV local news	15	4.3 %
Nextdoor	2	0.6 %
Neighborhood association	3	0.9 %
Utility bill	8	2.3 %
Flyers	6	1.7 %
eTrail News Monthly eNewsletter	24	7.0 %
None chosen	34	9.9 %
Total	345	100.0 %

Q12a. From which TWO sources listed in Question 12 would you MOST PREFER to get information from the City?

Q12a. 2nd choice	Number	Percent
"Trail News" quarterly publication	53	15.4 %
City website	36	10.4 %
Newspaper	14	4.1 %
Friends	8	2.3 %
Radio	2	0.6 %
Social media (Facebook, X/Twitter, Instagram, LinkedIn)	63	18.3 %
Public meetings	7	2.0 %
City's mobile app (MyOC)	8	2.3 %
YouTube	3	0.9 %
Citizen Involvement Committee	3	0.9 %
TV local news	22	6.4 %
Nextdoor	8	2.3 %
Neighborhood association	9	2.6 %
Utility bill	11	3.2 %
Flyers	15	4.3 %
eTrail News Monthly eNewsletter	28	8.1 %
None chosen	55	15.9 %
Total	345	100.0 %

SUM OF TOP 2 CHOICES

Q12a. From which TWO sources listed in Question 12 would you MOST PREFER to get information from the City? (top 2)

<u>Q12a. Sum of top 2 choices</u>	<u>Number</u>	<u>Percent</u>
"Trail News" quarterly publication	156	45.2 %
City website	63	18.3 %
Newspaper	29	8.4 %
Friends	13	3.8 %
Radio	4	1.2 %
Social media (Facebook, X/Twitter, Instagram, LinkedIn)	148	42.9 %
Public meetings	12	3.5 %
City's mobile app (MyOC)	18	5.2 %
YouTube	3	0.9 %
Citizen Involvement Committee	4	1.2 %
TV local news	37	10.7 %
Nextdoor	10	2.9 %
Neighborhood association	12	3.5 %
Utility bill	19	5.5 %
Flyers	21	6.1 %
eTrail News Monthly eNewsletter	52	15.1 %
<u>None chosen</u>	<u>34</u>	<u>9.9 %</u>
Total	635	

Q12b. How frequently would you like to receive information from the City?

Q12b. Top choice	Number	Percent
Daily	14	4.1 %
Weekly	103	29.9 %
Monthly	162	47.0 %
Quarterly	40	11.6 %
None chosen	26	7.5 %
Total	345	100.0 %

Q12b. How frequently would you like to receive information from the City?

Q12b. 2nd choice	Number	Percent
Daily	14	4.1 %
Weekly	57	16.5 %
Monthly	108	31.3 %
Quarterly	102	29.6 %
None chosen	64	18.6 %
Total	345	100.0 %

SUM OF TOP 2 CHOICES**Q12b. How frequently would you like to receive information from the City? (top 2)**

Q12b. Sum of top 2 choices	Number	Percent
Daily	28	8.1 %
Weekly	160	46.4 %
Monthly	270	78.3 %
Quarterly	142	41.2 %
None chosen	26	7.5 %
Total	626	

Q13. Which of the following types of information would you like to receive from the City of Oregon City?

Q13. Types of information you would like to receive
from City

	Number	Percent
City Commission's goals meeting wrap up	146	42.3 %
Public safety (police)	269	78.0 %
Public works (infrastructure & transportation updates)	236	68.4 %
Special events	246	71.3 %
Community-based stories (what is going on locally)	188	54.5 %
Economic development	190	55.1 %
Library services & programs	169	49.0 %
Parks & Recreation programs & services	219	63.5 %
Other	15	4.3 %
Total	1678	

Q13-9. Other

- ARTS COMMISSIONER NEWS
- Clackamas county information that affects Oregon City
- development applications, comprehensive planning work
- History and other draws
- How we are dealing with our growing homeless population and problems involved with the (terrible) idea of expanding or creating more homeless resources. That's the #1 concern for our family. Expanding the homeless shelter and/or allowing more high density housing is not good for our city. My family has been harassed at Fred Meyer and downtown by homeless people and we don't enjoy downtown nearly as much.
- How you will move the homeless out of the city!
- Local government accomplished? What are you doing and working on?
- Mailings
- Mayor McGriff Tik Tok updates.
- Opportunity for input
- skatepark updates events
- traffic plans
- traffic safety issues
- Unfettered development , no plans for new parks, new schools to accommodate growth. Good schools are critical to promoting good communities. Open spaces are critical to quality of life
- When streets are set for cleaning

Q14. Please rate each of the communication items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q14-1. Availability of information about City programs & services	4.9%	34.8%	33.6%	16.2%	2.0%	8.4%
Q14-2. Overall quality of City's website	4.1%	24.3%	35.9%	11.6%	1.2%	22.9%
Q14-3. Level of public involvement in decision making	1.2%	14.2%	30.7%	27.0%	7.0%	20.0%
Q14-4. Timeliness of information provided by City	3.5%	19.4%	35.7%	20.9%	2.3%	18.3%
Q14-5. Quality of content on social media (Facebook, Instagram)	3.8%	17.1%	36.5%	9.6%	1.7%	31.3%
Q14-6. Access to bilingual material	2.3%	5.5%	20.3%	2.0%	0.9%	69.0%

WITHOUT “DON’T KNOW”

Q14. Please rate each of the communication items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q14-1. Availability of information about City programs & services	5.4%	38.0%	36.7%	17.7%	2.2%
Q14-2. Overall quality of City's website	5.3%	31.6%	46.6%	15.0%	1.5%
Q14-3. Level of public involvement in decision making	1.4%	17.8%	38.4%	33.7%	8.7%
Q14-4. Timeliness of information provided by City	4.3%	23.8%	43.6%	25.5%	2.8%
Q14-5. Quality of content on social media (Facebook, Instagram)	5.5%	24.9%	53.2%	13.9%	2.5%
Q14-6. Access to bilingual material	7.5%	17.8%	65.4%	6.5%	2.8%

Q15. Code Enforcement. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following code enforcement items.

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q15-1. Enforcing cleanup of litter & debris on private property	5.8%	20.9%	29.3%	15.9%	6.7%	21.4%
Q15-2. Enforcing mowing/trimming of grass & weeds on private property	5.5%	20.6%	29.6%	16.8%	5.8%	21.7%
Q15-3. Enforcing codes designed to protect public safety & health	4.1%	24.9%	30.1%	10.1%	5.2%	25.5%
Q15-4. Enforcing sign regulation	4.1%	19.1%	28.4%	11.3%	2.6%	34.5%
Q15-5. Parking enforcement services	7.5%	25.8%	31.0%	6.7%	5.2%	23.8%

WITHOUT "DON'T KNOW"

Q15. Code Enforcement. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following code enforcement items. (without "don't know")

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q15-1. Enforcing cleanup of litter & debris on private property	7.4%	26.6%	37.3%	20.3%	8.5%
Q15-2. Enforcing mowing/trimming of grass & weeds on private property	7.0%	26.3%	37.8%	21.5%	7.4%
Q15-3. Enforcing codes designed to protect public safety & health	5.4%	33.5%	40.5%	13.6%	7.0%
Q15-4. Enforcing sign regulation	6.2%	29.2%	43.4%	17.3%	4.0%
Q15-5. Parking enforcement services	9.9%	33.8%	40.7%	8.7%	6.8%

Q16. Which TWO of the code enforcement items listed in Question 15 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

<u>Q16. Top choice</u>	<u>Number</u>	<u>Percent</u>
Enforcing cleanup of litter & debris on private property	115	33.3 %
Enforcing mowing/trimming of grass & weeds on private property	25	7.2 %
Enforcing codes designed to protect public safety & health	113	32.8 %
Enforcing sign regulation	17	4.9 %
Parking enforcement services	21	6.1 %
None chosen	54	15.7 %
Total	345	100.0 %

Q16. Which TWO of the code enforcement items listed in Question 15 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

<u>Q16. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
Enforcing cleanup of litter & debris on private property	77	22.3 %
Enforcing mowing/trimming of grass & weeds on private property	57	16.5 %
Enforcing codes designed to protect public safety & health	71	20.6 %
Enforcing sign regulation	30	8.7 %
Parking enforcement services	34	9.9 %
None chosen	76	22.0 %
Total	345	100.0 %

SUM OF TOP 2 CHOICES

Q16. Which TWO of the code enforcement items listed in Question 15 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

<u>Q16. Sum of top 2 choices</u>	<u>Number</u>	<u>Percent</u>
Enforcing cleanup of litter & debris on private property	192	55.7 %
Enforcing mowing/trimming of grass & weeds on private property	82	23.8 %
Enforcing codes designed to protect public safety & health	184	53.3 %
Enforcing sign regulation	47	13.6 %
Parking enforcement services	55	15.9 %
None chosen	54	15.7 %
Total	614	

Q17. Transportation and Infrastructure. Please rate each of the following street maintenance/service items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q17-1. Maintenance of major City streets	9.0%	40.0%	19.1%	23.5%	6.1%	2.3%
Q17-2. Maintenance of streets in your neighborhood	8.1%	44.6%	19.1%	15.9%	9.6%	2.6%
Q17-3. Snow & ice response on major City streets	11.9%	50.1%	16.5%	9.9%	4.1%	7.5%
Q17-4. Adequacy of City street lighting in your neighborhood	13.9%	46.1%	19.1%	13.6%	3.8%	3.5%
Q17-5. Condition of sidewalks in your neighborhood	9.3%	32.8%	18.3%	18.3%	10.7%	10.7%
Q17-6. On-street bicycle infrastructure (bike lanes/signs/arrows)	5.2%	28.1%	32.2%	14.2%	5.8%	14.5%
Q17-7. Accessibility of public transportation options	9.0%	30.1%	23.8%	11.9%	3.5%	21.7%
Q17-8. Availability of safe pedestrian ways on major streets & routes	6.4%	37.4%	22.9%	20.3%	7.0%	6.1%
Q17-9. Availability of safe pedestrian ways in your neighborhood	9.0%	33.6%	23.8%	16.8%	10.7%	6.1%
Q17-10. Quality of sidewalks for people with mobility challenges	4.6%	21.4%	21.2%	16.8%	10.7%	25.2%
Q17-11. Traffic calming measures in your neighborhood, e.g., traffic circles, speed humps, or radar speed signs	5.8%	26.1%	27.8%	19.7%	10.1%	10.4%
Q17-12. Alternative means of transportation, such as transit, bicycling, walking	7.0%	27.0%	32.8%	13.6%	5.5%	14.2%

WITHOUT "DON'T KNOW"

Q17. Transportation and Infrastructure. Please rate each of the following street maintenance/service items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q17-1. Maintenance of major City streets	9.2%	40.9%	19.6%	24.0%	6.2%
Q17-2. Maintenance of streets in your neighborhood	8.3%	45.8%	19.6%	16.4%	9.8%
Q17-3. Snow & ice response on major City streets	12.9%	54.2%	17.9%	10.7%	4.4%
Q17-4. Adequacy of City street lighting in your neighborhood	14.4%	47.7%	19.8%	14.1%	3.9%
Q17-5. Condition of sidewalks in your neighborhood	10.4%	36.7%	20.5%	20.5%	12.0%
Q17-6. On-street bicycle infrastructure (bike lanes/ signs/arrows)	6.1%	32.9%	37.6%	16.6%	6.8%
Q17-7. Accessibility of public transportation options	11.5%	38.5%	30.4%	15.2%	4.4%
Q17-8. Availability of safe pedestrian ways on major streets & routes	6.8%	39.8%	24.4%	21.6%	7.4%
Q17-9. Availability of safe pedestrian ways in your neighborhood	9.6%	35.8%	25.3%	17.9%	11.4%
Q17-10. Quality of sidewalks for people with mobility challenges	6.2%	28.7%	28.3%	22.5%	14.3%
Q17-11. Traffic calming measures in your neighborhood, e.g., traffic circles, speed humps, or radar speed signs	6.5%	29.1%	31.1%	22.0%	11.3%
Q17-12. Alternative means of transportation, such as transit, bicycling, walking	8.1%	31.4%	38.2%	15.9%	6.4%

Q18. Which TWO of the transportation and infrastructure items listed in Question 17 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q18. Top choice	Number	Percent
Maintenance of major City streets	105	30.4 %
Maintenance of streets in your neighborhood	35	10.1 %
Snow & ice response on major City streets	12	3.5 %
Adequacy of City street lighting in your neighborhood	16	4.6 %
Condition of sidewalks in your neighborhood	21	6.1 %
On-street bicycle infrastructure (bike lanes/signs/arrows)	14	4.1 %
Accessibility of public transportation options	12	3.5 %
Availability of safe pedestrian ways on major streets & routes	32	9.3 %
Availability of safe pedestrian ways in your neighborhood	16	4.6 %
Quality of sidewalks for people with mobility challenges	13	3.8 %
Traffic calming measures in your neighborhood, e.g., traffic circles, speed humps, or radar speed signs	33	9.6 %
Alternative means of transportation, such as transit, bicycling, walking	12	3.5 %
None chosen	24	7.0 %
Total	345	100.0 %

Q18. Which TWO of the transportation and infrastructure items listed in Question 17 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q18. 2nd choice	Number	Percent
Maintenance of major City streets	32	9.3 %
Maintenance of streets in your neighborhood	53	15.4 %
Snow & ice response on major City streets	29	8.4 %
Adequacy of City street lighting in your neighborhood	17	4.9 %
Condition of sidewalks in your neighborhood	22	6.4 %
On-street bicycle infrastructure (bike lanes/signs/arrows)	14	4.1 %
Accessibility of public transportation options	13	3.8 %
Availability of safe pedestrian ways on major streets & routes	26	7.5 %
Availability of safe pedestrian ways in your neighborhood	33	9.6 %
Quality of sidewalks for people with mobility challenges	22	6.4 %
Traffic calming measures in your neighborhood, e.g., traffic circles, speed humps, or radar speed signs	34	9.9 %
Alternative means of transportation, such as transit, bicycling, walking	11	3.2 %
None chosen	39	11.3 %
Total	345	100.0 %

SUM OF TOP 2 CHOICES

Q18. Which TWO of the transportation and infrastructure items listed in Question 17 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

<u>Q18. Sum of top 2 choices</u>	<u>Number</u>	<u>Percent</u>
Maintenance of major City streets	137	39.7 %
Maintenance of streets in your neighborhood	88	25.5 %
Snow & ice response on major City streets	41	11.9 %
Adequacy of City street lighting in your neighborhood	33	9.6 %
Condition of sidewalks in your neighborhood	43	12.5 %
On-street bicycle infrastructure (bike lanes/signs/arrows)	28	8.1 %
Accessibility of public transportation options	25	7.2 %
Availability of safe pedestrian ways on major streets & routes	58	16.8 %
Availability of safe pedestrian ways in your neighborhood	49	14.2 %
Quality of sidewalks for people with mobility challenges	35	10.1 %
Traffic calming measures in your neighborhood, e.g., traffic circles, speed humps, or radar speed signs	67	19.4 %
Alternative means of transportation, such as transit, bicycling, walking	23	6.7 %
<u>None chosen</u>	<u>24</u>	<u>7.0 %</u>
Total	651	

Q19. Public Library Services. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following Public Library services.

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q19-1. Selection of physical resources available (books, CD's, & DVD's)	22.3%	27.0%	14.2%	2.9%	0.3%	33.3%
Q19-2. Selection of digital resources available online (e.g., eBooks, downloadable audio, streaming films)	20.9%	24.1%	15.7%	1.2%	0.9%	37.4%
Q19-3. Events for seniors	4.9%	13.0%	20.0%	4.1%	0.3%	57.7%
Q19-4. Events for adults (e.g., informational, literary, participatory, entertainment)	7.8%	16.8%	23.8%	5.5%	0.6%	45.5%
Q19-5. Events for teens (e.g., Teen Advisory Council, crafts, summer reading)	6.7%	10.1%	21.2%	3.2%	0.9%	58.0%
Q19-6. Events for children (e.g., early literacy development, story times, summer reading program)	8.7%	19.1%	18.3%	4.1%	1.4%	48.4%
Q19-7. Reader's Advisory (help finding something to read)	10.7%	18.6%	19.4%	0.6%	0.9%	49.9%
Q19-8. Selection of reference & research tools	10.7%	22.3%	20.9%	1.2%	0.6%	44.3%
Q19-9. Access to computers & library Wi-Fi	15.1%	22.9%	14.8%	1.4%	0.6%	45.2%
Q19-10. Ease of booking meeting rooms	7.0%	9.6%	16.8%	0.3%	0.0%	66.4%
Q19-11. Library as hub of community information	10.4%	19.7%	22.0%	4.6%	0.3%	42.9%
Q19-12. Outreach programs and/or services in the community outside of library	5.5%	10.7%	23.2%	3.8%	1.2%	55.7%

WITHOUT "DON'T KNOW"

Q19. Public Library Services. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following Public Library services. (without "don't know")

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q19-1. Selection of physical resources available (books, CD's, & DVD's)	33.5%	40.4%	21.3%	4.3%	0.4%
Q19-2. Selection of digital resources available online (e.g., eBooks, downloadable audio, streaming films)	33.3%	38.4%	25.0%	1.9%	1.4%
Q19-3. Events for seniors	11.6%	30.8%	47.3%	9.6%	0.7%
Q19-4. Events for adults (e.g., informational, literary, participatory, entertainment)	14.4%	30.9%	43.6%	10.1%	1.1%
Q19-5. Events for teens (e.g., Teen Advisory Council, crafts, summer reading)	15.9%	24.1%	50.3%	7.6%	2.1%
Q19-6. Events for children (e.g., early literacy development, story times, summer reading program)	16.9%	37.1%	35.4%	7.9%	2.8%
Q19-7. Reader's Advisory (help finding something to read)	21.4%	37.0%	38.7%	1.2%	1.7%
Q19-8. Selection of reference & research tools	19.3%	40.1%	37.5%	2.1%	1.0%
Q19-9. Access to computers & library Wi-Fi	27.5%	41.8%	27.0%	2.6%	1.1%
Q19-10. Ease of booking meeting rooms	20.7%	28.4%	50.0%	0.9%	0.0%
Q19-11. Library as hub of community information	18.3%	34.5%	38.6%	8.1%	0.5%
Q19-12. Outreach programs and/or services in the community outside of library	12.4%	24.2%	52.3%	8.5%	2.6%

Q20. Which TWO of the public library items listed in Question 19 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q20. Top choice	Number	Percent
Selection of physical resources available (books, CD's, & DVD's)	41	11.9 %
Selection of digital resources available online (e.g., eBooks, downloadable audio, streaming films)	22	6.4 %
Events for seniors	34	9.9 %
Events for adults (e.g., informational, literary, participatory, entertainment)	22	6.4 %
Events for teens (e.g., Teen Advisory Council, crafts, summer reading)	21	6.1 %
Events for children (e.g., early literacy development, story times, summer reading program)	28	8.1 %
Reader's Advisory (help finding something to read)	2	0.6 %
Selection of reference & research tools	4	1.2 %
Access to computers & library Wi-Fi	14	4.1 %
Ease of booking meeting rooms	5	1.4 %
Library as hub of community information	21	6.1 %
Outreach-programs and/or services in the community outside of library	24	7.0 %
None chosen	107	31.0 %
Total	345	100.0 %

Q20. Which TWO of the public library items listed in Question 19 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q20. 2nd choice	Number	Percent
Selection of physical resources available (books, CD's, & DVD's)	18	5.2 %
Selection of digital resources available online (e.g., eBooks, downloadable audio, streaming films)	26	7.5 %
Events for seniors	27	7.8 %
Events for adults (e.g., informational, literary, participatory, entertainment)	22	6.4 %
Events for teens (e.g., Teen Advisory Council, crafts, summer reading)	19	5.5 %
Events for children (e.g., early literacy development, story times, summer reading program)	25	7.2 %
Reader's Advisory (help finding something to read)	6	1.7 %
Selection of reference & research tools	7	2.0 %
Access to computers & library Wi-Fi	16	4.6 %
Ease of booking meeting rooms	5	1.4 %
Library as hub of community information	28	8.1 %
Outreach-programs and/or services in the community outside of library	27	7.8 %
None chosen	119	34.5 %
Total	345	100.0 %

SUM OF TOP 2 CHOICES

Q20. Which TWO of the public library items listed in Question 19 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

<u>Q20. Sum of top 2 choices</u>	<u>Number</u>	<u>Percent</u>
Selection of physical resources available (books, CD's, & DVD's)	59	17.1 %
Selection of digital resources available online (e.g., eBooks, downloadable audio, streaming films)	48	13.9 %
Events for seniors	61	17.7 %
Events for adults (e.g., informational, literary, participatory, entertainment)	44	12.8 %
Events for teens (e.g., Teen Advisory Council, crafts, summer reading)	40	11.6 %
Events for children (e.g., early literacy development, story times, summer reading program)	53	15.4 %
Reader's Advisory (help finding something to read)	8	2.3 %
Selection of reference & research tools	11	3.2 %
Access to computers & library Wi-Fi	30	8.7 %
Ease of booking meeting rooms	10	2.9 %
Library as hub of community information	49	14.2 %
Outreach-programs and/or services in the community outside of library	51	14.8 %
<u>None chosen</u>	<u>107</u>	<u>31.0 %</u>
Total	571	

Q21. How do you get information about the library?

<u>Q21. How do you get information about the library</u>	<u>Number</u>	<u>Percent</u>
eNewsletter	55	15.9 %
Library staff	55	15.9 %
Word of mouth	73	21.2 %
City's website	55	15.9 %
Blogs	3	0.9 %
Flyers	21	6.1 %
Newspaper	13	3.8 %
Library's social media	57	16.5 %
Other social media	31	9.0 %
Trail News	139	40.3 %
<u>Other</u>	<u>16</u>	<u>4.6 %</u>
Total	518	

Q21-11. Other

- bulletin boards at community center
- Facebook
- Going to the library
- I visit the library.
- library website
- Library website
- Library website & Libby app
- O go to the library
- Personal library account.
- school emails
- Self involvement
- Talk on street
- The use of computers is a challenge
- Visit
- website
- wife

Q22. Capital Investments. Funding for capital investments is limited. For some projects, such as McLoughlin Blvd. Enhancement Project, the City looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES.

Q22. Top choice	Number	Percent
Recreation facilities such as Pioneer Community Center, End of the Oregon Trail Interpretive Center, & City pool	56	16.2 %
Park improvements & maintenance	21	6.1 %
Road maintenance/pavement preservation (such as overlay projects)	89	25.8 %
Sidewalks	27	7.8 %
Bike lanes/bike paths	8	2.3 %
Tourism	9	2.6 %
Natural habitat restoration	19	5.5 %
Economic development	21	6.1 %
Water infrastructure	14	4.1 %
Pedestrian crossings	9	2.6 %
Traffic congestion relief	53	15.4 %
None chosen	19	5.5 %
Total	345	100.0 %

Q22. Capital Investments. Funding for capital investments is limited. For some projects, such as McLoughlin Blvd. Enhancement Project, the City looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES.

Q22. 2nd choice	Number	Percent
Recreation facilities such as Pioneer Community Center, End of the Oregon Trail Interpretive Center, & City pool	24	7.0 %
Park improvements & maintenance	40	11.6 %
Road maintenance/pavement preservation (such as overlay projects)	43	12.5 %
Sidewalks	42	12.2 %
Bike lanes/bike paths	12	3.5 %
Tourism	15	4.3 %
Natural habitat restoration	20	5.8 %
Economic development	39	11.3 %
Water infrastructure	24	7.0 %
Pedestrian crossings	19	5.5 %
Traffic congestion relief	42	12.2 %
None chosen	25	7.2 %
Total	345	100.0 %

Q22. Capital Investments. Funding for capital investments is limited. For some projects, such as McLoughlin Blvd. Enhancement Project, the City looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES.

Q22. 3rd choice	Number	Percent
Recreation facilities such as Pioneer Community Center, End of the Oregon Trail Interpretive Center, & City pool	33	9.6 %
Park improvements & maintenance	35	10.1 %
Road maintenance/pavement preservation (such as overlay projects)	41	11.9 %
Sidewalks	28	8.1 %
Bike lanes/bike paths	16	4.6 %
Tourism	17	4.9 %
Natural habitat restoration	32	9.3 %
Economic development	20	5.8 %
Water infrastructure	25	7.2 %
Pedestrian crossings	20	5.8 %
Traffic congestion relief	42	12.2 %
None chosen	36	10.4 %
Total	345	100.0 %

Q22. Capital Investments. Funding for capital investments is limited. For some projects, such as McLoughlin Blvd. Enhancement Project, the City looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES.

Q22. 4th choice	Number	Percent
Recreation facilities such as Pioneer Community Center, End of the Oregon Trail Interpretive Center, & City pool	26	7.5 %
Park improvements & maintenance	41	11.9 %
Road maintenance/pavement preservation (such as overlay projects)	36	10.4 %
Sidewalks	22	6.4 %
Bike lanes/bike paths	15	4.3 %
Tourism	11	3.2 %
Natural habitat restoration	33	9.6 %
Economic development	29	8.4 %
Water infrastructure	29	8.4 %
Pedestrian crossings	12	3.5 %
Traffic congestion relief	35	10.1 %
None chosen	56	16.2 %
Total	345	100.0 %

Q22. Capital Investments. Funding for capital investments is limited. For some projects, such as McLoughlin Blvd. Enhancement Project, the City looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES.

Q22. 5th choice	Number	Percent
Recreation facilities such as Pioneer Community Center, End of the Oregon Trail Interpretive Center, & City pool	31	9.0 %
Park improvements & maintenance	36	10.4 %
Road maintenance/pavement preservation (such as overlay projects)	18	5.2 %
Sidewalks	29	8.4 %
Bike lanes/bike paths	13	3.8 %
Tourism	15	4.3 %
Natural habitat restoration	29	8.4 %
Economic development	29	8.4 %
Water infrastructure	22	6.4 %
Pedestrian crossings	21	6.1 %
Traffic congestion relief	27	7.8 %
None chosen	75	21.7 %
Total	345	100.0 %

SUM OF TOP 5 CHOICES

Q22. Capital Investments. Funding for capital investments is limited. For some projects, such as McLoughlin Blvd. Enhancement Project, the City looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES.
(top 5)

Q22. Sum of top 5 choices	Number	Percent
Recreation facilities such as Pioneer Community Center, End of the Oregon Trail Interpretive Center, & City pool	170	49.3 %
Park improvements & maintenance	173	50.1 %
Road maintenance/pavement preservation (such as overlay projects)	227	65.8 %
Sidewalks	148	42.9 %
Bike lanes/bike paths	64	18.6 %
Tourism	67	19.4 %
Natural habitat restoration	133	38.6 %
Economic development	138	40.0 %
Water infrastructure	114	33.0 %
Pedestrian crossings	81	23.5 %
Traffic congestion relief	199	57.7 %
None chosen	19	5.5 %
Total	1533	

Q23. Service Expectations. Using a scale of 1 to 5, where 5 means the level of service provided by the City should be "Much Higher" than it is now and 1 means it should be "Much Lower," please indicate how the level of service provided by the City should change in each of the areas listed below.

(N=345)

	Much higher	A little higher	Stay the same	A little lower	Much lower	Don't know
Q23-1. Law enforcement	10.1%	35.9%	42.6%	1.7%	1.2%	8.4%
Q23-2. Parks, trails, & open space	13.0%	38.6%	37.4%	2.3%	0.9%	7.8%
Q23-3. Recreation facilities & programs	12.8%	39.7%	35.9%	2.3%	1.2%	8.1%
Q23-4. Transportation facilities & programs (street maintenance, new sidewalks, added bike lanes)	25.8%	44.3%	22.0%	1.7%	0.9%	5.2%
Q23-5. Utility infrastructure (water, sewer, & drainage system upgrades)	14.2%	32.2%	43.5%	0.6%	0.3%	9.3%
Q23-6. City's public library	4.9%	22.3%	51.9%	4.1%	4.1%	12.8%
Q23-7. City's code enforcement	6.1%	24.1%	46.7%	9.0%	3.8%	10.4%
Q23-8. City's permit review	5.2%	13.6%	36.2%	7.8%	4.6%	32.5%

WITHOUT “DON’T KNOW”

Q23. Service Expectations. Using a scale of 1 to 5, where 5 means the level of service provided by the City should be "Much Higher" than it is now and 1 means it should be "Much Lower," please indicate how the level of service provided by the City should change in each of the areas listed below. (without "don't know")

(N=345)

	Much higher	A little higher	Stay the same	A little lower	Much lower
Q23-1. Law enforcement	11.1%	39.2%	46.5%	1.9%	1.3%
Q23-2. Parks, trails, & open space	14.2%	41.8%	40.6%	2.5%	0.9%
Q23-3. Recreation facilities & programs	13.9%	43.2%	39.1%	2.5%	1.3%
Q23-4. Transportation facilities & programs (street maintenance, new sidewalks, added bike lanes)	27.2%	46.8%	23.2%	1.8%	0.9%
Q23-5. Utility infrastructure (water, sewer, & drainage system upgrades)	15.7%	35.5%	47.9%	0.6%	0.3%
Q23-6. City's public library	5.6%	25.6%	59.5%	4.7%	4.7%
Q23-7. City's code enforcement	6.8%	26.9%	52.1%	10.0%	4.2%
Q23-8. City's permit review	7.7%	20.2%	53.6%	11.6%	6.9%

Q23a. Would you be willing to pay more in taxes or fees to support an increase in the service level?

Q23a. Would you be willing to pay more in taxes or fees to support an increase in service level	Number	Percent
Yes	115	33.3 %
No	140	40.6 %
Not applicable. I do not think any levels of service need to be higher	12	3.5 %
Don't know	78	22.6 %
Total	345	100.0 %

WITHOUT "DON'T KNOW"**Q23a. Would you be willing to pay more in taxes or fees to support an increase in the service level? (without "don't know")**

Q23a. Would you be willing to pay more in taxes or fees to support an increase in service level	Number	Percent
Yes	115	43.1 %
No	140	52.4 %
Not applicable. I do not think any levels of service need to be higher	12	4.5 %
Total	267	100.0 %

Q24. Customer Service. Have you called, emailed, or visited the City with a question, problem, or complaint during the past year?

Q24. Have you called, emailed, or visited City with a question, problem, or complaint during past year	Number	Percent
Yes	131	38.0 %
No	211	61.2 %
Don't know	3	0.9 %
Total	345	100.0 %

WITHOUT "DON'T KNOW"**Q24. Customer Service. Have you called, emailed, or visited the City with a question, problem, or complaint during the past year? (without "don't know")**

Q24. Have you called, emailed, or visited City with a question, problem, or complaint during past year	Number	Percent
Yes	131	38.3 %
No	211	61.7 %
Total	342	100.0 %

Q24a. How easy was it to contact the person you needed to reach?

Q24a. How easy was it to contact the person you needed to reach	Number	Percent
Very easy	47	35.9 %
Somewhat easy	53	40.5 %
Difficult	19	14.5 %
Very difficult	10	7.6 %
Don't know	2	1.5 %
Total	131	100.0 %

WITHOUT "DON'T KNOW"**Q24a. How easy was it to contact the person you needed to reach? (without "don't know")**

Q24a. How easy was it to contact the person you needed to reach	Number	Percent
Very easy	47	36.4 %
Somewhat easy	53	41.1 %
Difficult	19	14.7 %
Very difficult	10	7.8 %
Total	129	100.0 %

Q24b. What department did you contact?

Q24b. Which department did you contact	Number	Percent
Police	41	31.3 %
Code Enforcement	50	38.2 %
Building & Planning	30	22.9 %
Parks & Recreation	15	11.5 %
Oregon City Public Library	17	13.0 %
Event Permits	1	0.8 %
Financial Services/Utility Billing	8	6.1 %
Transportation Services (streets)	17	13.0 %
Administration (public records)	8	6.1 %
Public Works (water/sewer/solid waste)	30	22.9 %
Municipal Court	5	3.8 %
Other	4	3.1 %
Total	226	

Q24b-12. Other

- City Hall
- Pioneer center. Kathy Wiseman set up a strong foundation with excellent, well-trained staff. Shirley Ryan had been an invaluable source of assistance. Debbie and Neil have always been outstanding. John, he was a bus driver and left when Kathy retired was great.
- Property tax
- Street lighting

Q24c. Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always" and 1 means "Never."

(N=131)

	Always	Usually	Sometimes	Seldom	Never	Don't know
Q24c-1. They were courteous & polite	55.7%	31.3%	6.9%	0.8%	1.5%	3.8%
Q24c-2. They gave prompt, accurate, & complete answers to questions	44.3%	30.5%	11.5%	7.6%	3.8%	2.3%
Q24c-3. They did what they said they would do in a timely manner	42.0%	29.8%	9.9%	6.1%	5.3%	6.9%
Q24c-4. They helped you resolve an issue to your satisfaction	42.0%	28.2%	9.2%	6.9%	9.9%	3.8%

WITHOUT "DON'T KNOW"

Q24c. Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always" and 1 means "Never." (without "don't know")

(N=131)

	Always	Usually	Sometimes	Seldom	Never
Q24c-1. They were courteous & polite	57.9%	32.5%	7.1%	0.8%	1.6%
Q24c-2. They gave prompt, accurate, & complete answers to questions	45.3%	31.3%	11.7%	7.8%	3.9%
Q24c-3. They did what they said they would do in a timely manner	45.1%	32.0%	10.7%	6.6%	5.7%
Q24c-4. They helped you resolve an issue to your satisfaction	43.7%	29.4%	9.5%	7.1%	10.3%

Q25. Land Development. Using a scale of 1 to 5, where 5 means "Much Too Slow" and 1 means "Much Too Fast," please rate the City's current pace of development in each of the following areas.

(N=345)

	Much too slow	Too slow	Just right	Too fast	Much too fast	Don't know
Q25-1. Employment opportunities	6.1%	22.3%	18.6%	4.9%	4.1%	44.1%
Q25-2. Office development	1.7%	7.8%	29.6%	6.7%	1.7%	52.5%
Q25-3. Retail/restaurants/services	10.4%	32.5%	34.5%	1.2%	1.7%	19.7%
Q25-4. Technology & other industry	9.0%	24.3%	21.4%	1.7%	1.2%	42.3%
Q25-5. Housing options for aging population	16.5%	27.8%	16.2%	2.3%	2.0%	35.1%
Q25-6. Apartments	3.2%	9.6%	19.1%	20.9%	24.6%	22.6%
Q25-7. Townhomes/row houses	4.1%	9.3%	19.4%	22.3%	20.0%	24.9%
Q25-8. Entry-level single-family homes	17.7%	34.5%	20.3%	2.9%	4.6%	20.0%
Q25-9. Single family homes	11.9%	28.1%	26.7%	6.4%	6.1%	20.9%

WITHOUT “DON’T KNOW”

Q25. Land Development. Using a scale of 1 to 5, where 5 means "Much Too Slow" and 1 means "Much Too Fast," please rate the City's current pace of development in each of the following areas. (without "don't know")

(N=345)

	Much too slow	Too slow	Just right	Too fast	Much too fast
Q25-1. Employment opportunities	10.9%	39.9%	33.2%	8.8%	7.3%
Q25-2. Office development	3.7%	16.5%	62.2%	14.0%	3.7%
Q25-3. Retail/restaurants/services	13.0%	40.4%	43.0%	1.4%	2.2%
Q25-4. Technology & other industry	15.6%	42.2%	37.2%	3.0%	2.0%
Q25-5. Housing options for aging population	25.4%	42.9%	25.0%	3.6%	3.1%
Q25-6. Apartments	4.1%	12.4%	24.7%	27.0%	31.8%
Q25-7. Townhomes/row houses	5.4%	12.4%	25.9%	29.7%	26.6%
Q25-8. Entry-level single-family homes	22.1%	43.1%	25.4%	3.6%	5.8%
Q25-9. Single family homes	15.0%	35.5%	33.7%	8.1%	7.7%

Q26. Water Quality. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following items.

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q26-1. Water pressure	22.9%	47.5%	12.8%	8.1%	2.6%	6.1%
Q26-2. Water clarity	22.9%	51.3%	13.3%	3.8%	1.2%	7.5%
Q26-3. Water taste	21.4%	40.6%	14.8%	14.2%	2.9%	6.1%
Q26-4. Water smell	22.6%	40.6%	18.6%	9.0%	3.5%	5.8%
Q26-5. Reliability of water service	37.1%	46.4%	8.1%	2.0%	0.6%	5.8%

WITHOUT "DON'T KNOW"

Q26. Water Quality. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following items. (without "don't know")

(N=345)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q26-1. Water pressure	24.4%	50.6%	13.6%	8.6%	2.8%
Q26-2. Water clarity	24.8%	55.5%	14.4%	4.1%	1.3%
Q26-3. Water taste	22.8%	43.2%	15.7%	15.1%	3.1%
Q26-4. Water smell	24.0%	43.1%	19.7%	9.5%	3.7%
Q26-5. Reliability of water service	39.4%	49.2%	8.6%	2.2%	0.6%

Q27. Approximately how many years have you lived in Oregon City?

<u>Q27. How many years have you lived in Oregon City</u>	<u>Number</u>	<u>Percent</u>
0-5	74	21.4 %
6-10	59	17.1 %
11-15	42	12.2 %
16-20	41	11.9 %
21-30	57	16.5 %
31+	61	17.7 %
Not provided	11	3.2 %
Total	345	100.0 %

WITHOUT "NOT PROVIDED"**Q27. Approximately how many years have you lived in Oregon City? (without "not provided")**

<u>Q27. How many years have you lived in Oregon City</u>	<u>Number</u>	<u>Percent</u>
0-5	74	22.2 %
6-10	59	17.7 %
11-15	42	12.6 %
16-20	41	12.3 %
21-30	57	17.1 %
31+	61	18.3 %
Total	334	100.0 %

Q28. What is the preferred language spoken in your home?

<u>Q28. Preferred language spoken in your home</u>	<u>Number</u>	<u>Percent</u>
English	328	97.9 %
Spanish	5	1.5 %
Vietnamese	1	0.3 %
Chinese	1	0.3 %
Total	335	100.0 %

Q29. What is your age?

Q29. Your age	Number	Percent
18-34	63	18.3 %
35-44	64	18.6 %
45-54	65	18.8 %
55-64	66	19.1 %
65+	72	20.9 %
Not provided	15	4.3 %
Total	345	100.0 %

WITHOUT "NOT PROVIDED"**Q29. What is your age? (without "not provided")**

Q29. Your age	Number	Percent
18-34	63	19.1 %
35-44	64	19.4 %
45-54	65	19.7 %
55-64	66	20.0 %
65+	72	21.8 %
Total	330	100.0 %

Q30. Do you work outside of Oregon City?

Q30. Do you work outside of Oregon City	Number	Percent
Yes	172	49.9 %
No	158	45.8 %
Not provided	15	4.3 %
Total	345	100.0 %

WITHOUT "NOT PROVIDED"**Q30. Do you work outside of Oregon City? (without "not provided")**

Q30. Do you work outside of Oregon City	Number	Percent
Yes	172	52.1 %
No	158	47.9 %
Total	330	100.0 %

Q31. How many children under age 18 live in your household?

Q31. How many children under 18 live in your household	Number	Percent
0	200	58.0 %
1	72	20.9 %
2	43	12.5 %
3+	14	4.1 %
Not provided	16	4.6 %
Total	345	100.0 %

WITHOUT "NOT PROVIDED"**Q31. How many children under age 18 live in your household? (without "not provided")**

Q31. How many children under 18 live in your household	Number	Percent
0	200	60.8 %
1	72	21.9 %
2	43	13.1 %
3+	14	4.3 %
Total	329	100.0 %

Q32. What is your gender?

Q32. Your gender	Number	Percent
Male	169	49.0 %
Female	172	49.9 %
Non-binary	1	0.3 %
Prefer not to disclose	3	0.9 %
Total	345	100.0 %

WITHOUT "PREFER NOT TO DISCLOSE"**Q32. What is your gender? (without "prefer not to disclose")**

Q32. Your gender	Number	Percent
Male	169	49.4 %
Female	172	50.3 %
Non-binary	1	0.3 %
Total	342	100.0 %

Q33. Would you say your total annual household income is...

<u>Q33. Your total annual household income</u>	<u>Number</u>	<u>Percent</u>
Under \$50K	45	13.0 %
\$50K to \$74,999	53	15.4 %
\$75K to \$99,999	49	14.2 %
\$100K to \$149,999	63	18.3 %
\$150K to \$199,999	54	15.7 %
\$200K+	34	9.9 %
Not provided	47	13.6 %
Total	345	100.0 %

WITHOUT "NOT PROVIDED"**Q33. Would you say your total annual household income is... (without "not provided")**

<u>Q33. Your total annual household income</u>	<u>Number</u>	<u>Percent</u>
Under \$50K	45	15.1 %
\$50K to \$74,999	53	17.8 %
\$75K to \$99,999	49	16.4 %
\$100K to \$149,999	63	21.1 %
\$150K to \$199,999	54	18.1 %
\$200K+	34	11.4 %
Total	298	100.0 %



Survey Instrument



Office of the City Manager

625 Center Street | Oregon City OR 97045

Ph (503) 496-1582

Dear Oregon City Resident,

The City Commission and Oregon City staff believe that resident input is a crucial element when planning for the future. Asking these questions ensures the City's priorities are aligned with those of the community.

Your household was one of a limited number selected at random to receive this survey, and your participation is a vital element to its success.

We greatly appreciate your time. We realize that this survey takes time out of your already busy schedule, but we wouldn't ask this of you if we didn't believe it to be a critical element in the process. Your responses will also help the City Commissioners gauge the success of their or the City's efforts to carry out the community's vision for the City of Oregon City and to address the many opportunities and challenges it faces. Oregon City's adopted *vision* is to embrace and advance Oregon City's historic role as a regional leader, and our *mission* is to build a dynamic community that leads the State in safety, economic opportunity, livability, and historic significance.

2023-2025 City Commission Goals. The City Commission goals prioritize significant projects and help to shape the budget that guides the City's operations. The Commission will soon start the process of setting the goals for the upcoming biennium. The current goals, set in 2023, are to Promote diversity, equity, and inclusion for a safe, inclusive community, and organization; Invest in current and future capital needs for safe, sustainable infrastructure and city services; Improve the City's engagement efforts to reach the broader Oregon City community and inform the policy process; Adopt and implement a homelessness strategy for Oregon City; Promote tourism and support economic development to foster community sustainability; Support diverse housing options in Oregon City; and Support improvements and partnerships that contribute to our hometown feel and showcase Oregon City's unique community identity.

Please return your survey or complete it online sometime during the next week. We have selected ETC Institute to administer this survey. Your responses will remain confidential. ETC Institute will present the results to the City in the first quarter of 2025. Please return your survey in the enclosed postage-paid envelope addressed to ETC Institute, 725 W. Frontier Circle, Olathe, Kansas, 66061 or go to oregoncitysurvey.org to complete it online. If you have any questions, please contact Jarrod Lyman at the City of Oregon City at (503) 657-0891. Thank you very much for taking the time to provide your valuable input to help us understand your priorities, concerns, and insights, and the opportunities that we have in this wonderful City; it is greatly appreciated.

Sincerely,

Anthony J. Konkol III
City of Oregon City, City Manager



Please take a few minutes to complete this survey. Your input is important to help Oregon City identify and respond to citizen concerns. If you have questions, please call 503-496-1547.

1. **Perception of the City.** Please rate each of the following major categories of services provided by the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of police services	5	4	3	2	1	9
02. Overall quality of the city's recreation programs	5	4	3	2	1	9
03. Overall quality of city parks/trails/open space	5	4	3	2	1	9
04. Overall maintenance of city streets	5	4	3	2	1	9
05. Overall quality of city water utilities	5	4	3	2	1	9
06. Overall quality of city sewer services	5	4	3	2	1	9
07. Overall quality of Municipal Court Services	5	4	3	2	1	9
08. Overall enforcement of city codes and ordinances	5	4	3	2	1	9
09. Overall quality of customer service you receive from city employees	5	4	3	2	1	9
10. Overall effectiveness of city communication with the public	5	4	3	2	1	9
11. Overall effectiveness of city economic development efforts	5	4	3	2	1	9
12. Overall quality of the city's public library services	5	4	3	2	1	9
13. Overall quality of permit process	5	4	3	2	1	9

2. **Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years?** *[Write in your answers below using the numbers from the list in Question 1.]*

1st: ____ 2nd: ____ 3rd: ____

3. **Please rate each of the following items that may influence your perception of the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."**

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of services provided by the City of Oregon City	5	4	3	2	1	9
2. Overall value that you receive for your tax dollars and fees	5	4	3	2	1	9
3. Overall image of the city	5	4	3	2	1	9
4. How well the city is supporting growth and development	5	4	3	2	1	9
5. Overall feeling of safety in the city	5	4	3	2	1	9
6. Availability of job opportunities	5	4	3	2	1	9
7. Availability of training or educational opportunities	5	4	3	2	1	9
8. Overall quality of new development	5	4	3	2	1	9
9. Overall development across the city	5	4	3	2	1	9

4. **Please rate each of the following aspects of the City of Oregon City using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."**

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The City creating a diverse, inclusive, and fair community	5	4	3	2	1	9
2. The City helps residents feel connected and integrated into the community	5	4	3	2	1	9

5. Please rate Oregon City using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," with regard to each of the following.

How would you rate Oregon City...	Excellent	Good	Neutral	Below Average	Poor	Don't Know
1. As a place to live	5	4	3	2	1	9
2. As a place to raise children	5	4	3	2	1	9
3. As a place to work	5	4	3	2	1	9
4. As a place with a variety of housing choices	5	4	3	2	1	9
5. As a place to shop	5	4	3	2	1	9
6. As a place for dining and entertainment options	5	4	3	2	1	9
7. Overall quality of life in the city	5	4	3	2	1	9
8. As a place to connect and interact with your neighbors	5	4	3	2	1	9

6. **Parks and Recreation.** Please rate your satisfaction with each of the following Parks and Recreation items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Quality of facilities (e.g., picnic shelters, playgrounds in city parks)	5	4	3	2	1	9
02. Quality of outdoor athletic fields (e.g., baseball, soccer, football)	5	4	3	2	1	9
03. Appearance and maintenance of existing city parks	5	4	3	2	1	9
04. Proximity of parks to your home	5	4	3	2	1	9
05. Quantity of city trails	5	4	3	2	1	9
06. Access to city parks for persons with disabilities	5	4	3	2	1	9
07. Quality of the Pioneer Community Center	5	4	3	2	1	9
08. Quality of the End of the Oregon Trail	5	4	3	2	1	9
09. Quality of the city's swimming pool	5	4	3	2	1	9
10. Quality of services for fees assessed with recreation programming (e.g., pool programs, admission, and camps)	5	4	3	2	1	9
11. Quality of recreational areas for dogs	5	4	3	2	1	9
12. Other:	5	4	3	2	1	9

7. Which TWO of the Parks and Recreation items listed in Question 6 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 6.]

1st: _____ 2nd: _____

8. How willing would you be to pay additional taxes or fees to acquire, develop, and maintain the types of parks, recreation, and trail facilities that are most important to your household?

____(5) Very willing ____ (3) Neutral ____ (1) Not at all willing
 ____ (4) Willing ____ (2) Not willing ____ (9) Don't know

9. Recent evaluations have shown that some of Oregon City's parks facilities, such as the pool and the End of the Oregon Trail, are unable to meet residents' needs due to the facilities' age and size. Additional funds would be needed for the specific purpose of constructing facilities capable of meeting the demands of residents now and in the future. Please indicate if you would support any of the following methods to raise those funds if they were specifically dedicated to those projects. [Check all that apply.]

____ (1) Park utility fee ____ (4) Levy
 ____ (2) Bonds ____ (5) None; I don't support additional funding for these projects [Skip to Q10.]
 ____ (3) Tax increase

9a. If you would support additional costs, which facility would you most like to see the City prioritize?

____(1) Pool/Recreation Center ____ (2) End of the Oregon Trail ____ (3) Both ____ (4) Neither

10. **Public Safety.** Please rate each of the public safety items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The visibility of police in the community	5	4	3	2	1	9
2. The city's overall efforts to prevent crime	5	4	3	2	1	9
3. Enforcement of local traffic laws	5	4	3	2	1	9
4. How quickly police respond to emergencies	5	4	3	2	1	9
5. Response to drug control	5	4	3	2	1	9
6. Response to property crime	5	4	3	2	1	9
7. Level of community outreach	5	4	3	2	1	9
8. Response to issues with transients	5	4	3	2	1	9

11. Which TWO of the public safety items listed in Question 10 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 10.]

1st: ____ 2nd: ____

12. **Communication.** Where do you currently get news and information about city programs, services, and events? [Check all that apply.]

- | | |
|---|---|
| ____ (01) "Trail News" quarterly publication | ____ (09) YouTube |
| ____ (02) City website | ____ (10) Citizen Involvement Committee |
| ____ (03) Newspaper | ____ (11) TV local news |
| ____ (04) Friends | ____ (12) Nextdoor |
| ____ (05) Radio | ____ (13) Neighborhood Association |
| ____ (06) Social media (e.g., Facebook, X (formerly known as Twitter), Instagram, LinkedIn) | ____ (14) Utility bill |
| ____ (07) Public meetings | ____ (15) Flyers |
| ____ (08) City's mobile app (MyOC) | ____ (16) E-Trail News Monthly e-newsletter |
| | ____ (17) Other: _____ |

12a. From which TWO sources listed in Question 12 would you MOST PREFER to get information from the city? [Write in your answers below using the numbers from the list in Question 12.]

1st: ____ 2nd: ____

12b. How frequently would you like to receive information from the city? [Write in your top two choices using numbers from the list below, or circle "Don't Know."]

1. Daily 2. Weekly 3. Monthly 4. Quarterly

1st: ____ 2nd: ____ Don't Know

13. Which of the following types of information would you like to receive from the City of Oregon City? [Check all that apply.]

- | | |
|---|---|
| ____ (1) The City Commission's goals meeting wrap-up | ____ (5) Community-based stories (what is going on locally) |
| ____ (2) Public safety (police) | ____ (6) Economic development |
| ____ (3) Public works (infrastructure and transportation updates) | ____ (7) Library services and programs |
| ____ (4) Special events | ____ (8) Parks and Recreation programs and services |
| | ____ (9) Other: _____ |

14. Please rate each of the communication items listed below using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The availability of information about city programs and services	5	4	3	2	1	9
2. Overall quality of the city's website	5	4	3	2	1	9
3. The level of public involvement in decision making	5	4	3	2	1	9
4. Timeliness of information provided by the city	5	4	3	2	1	9
5. The quality of content on social media (Facebook, Instagram)	5	4	3	2	1	9
6. Access to bilingual material	5	4	3	2	1	9

15. **Code Enforcement.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following code enforcement items.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Enforcing the cleanup of litter and debris on private property	5	4	3	2	1	9
2. Enforcing the mowing/trimming of grass and weeds on private property	5	4	3	2	1	9
3. Enforcing codes designed to protect public safety and health	5	4	3	2	1	9
4. Enforcing sign regulation	5	4	3	2	1	9
5. Parking enforcement services	5	4	3	2	1	9

16. Which TWO of the code enforcement items listed in Question 15 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? *[Write in your answers below using the numbers from the list in Question 15.]*

1st: _____ 2nd: _____

17. **Transportation and Infrastructure.** Please rate each of the following street maintenance/service items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of major city streets	5	4	3	2	1	9
02. Maintenance of streets in your neighborhood	5	4	3	2	1	9
03. Snow and ice response on major city streets	5	4	3	2	1	9
04. Adequacy of city street lighting in your neighborhood	5	4	3	2	1	9
05. Condition of sidewalks in your neighborhood	5	4	3	2	1	9
06. On-street bicycle infrastructure (bike lanes/signs/arrows)	5	4	3	2	1	9
07. Accessibility of public transportation options	5	4	3	2	1	9
08. Availability of safe pedestrian ways on major streets and routes	5	4	3	2	1	9
09. Availability of safe pedestrian ways in your neighborhood	5	4	3	2	1	9
10. Quality of sidewalks for people with mobility challenges	5	4	3	2	1	9
11. Traffic calming measures in your neighborhood, e.g., traffic circles, speed humps, or radar speed signs	5	4	3	2	1	9
12. Alternative means of transportation such as transit, bicycling, walking	5	4	3	2	1	9

18. Which TWO of the transportation and infrastructure items listed in Question 17 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? *[Write in your answers below using the numbers from the list in Question 17.]*

1st: _____ 2nd: _____

19. **Public Library Services.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following Public Library services.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Selection of physical resources available (books, CD's, and DVD's)	5	4	3	2	1	9
02. Selection of digital resources available online (e.g., eBooks, downloadable audio, streaming films)	5	4	3	2	1	9
03. Events for seniors	5	4	3	2	1	9
04. Events for adults (e.g., informational, literary, participatory, entertainment)	5	4	3	2	1	9
05. Events for teens (e.g., Teen Advisory Council, crafts, summer reading)	5	4	3	2	1	9
06. Events for children (e.g., early literacy development, story times, summer reading program)	5	4	3	2	1	9
07. Reader's Advisory (help finding something to read)	5	4	3	2	1	9
08. Selection of reference and research tools	5	4	3	2	1	9
09. Access to computers and library Wi-Fi	5	4	3	2	1	9
10. Ease of booking meeting rooms	5	4	3	2	1	9
11. Library as hub of community information	5	4	3	2	1	9
12. Outreach programs and/or services in the community outside of the library	5	4	3	2	1	9

20. **Which TWO of the public library items listed in Question 19 do you think should receive the MOST EMPHASIS from city leaders over the next TWO years?** *[Write in your answers below using the numbers from the list in Question 19.]*

1st: _____ 2nd: _____

21. **How do you get information about the library?** *[Check all that apply.]*

☐ (01) E-newsletter ☐ (05) Blogs ☐ (09) Other social media
☐ (02) Library staff ☐ (06) Flyers ☐ (10) Trail News
☐ (03) Word of mouth ☐ (07) Newspaper ☐ (11) Other: _____
☐ (04) City's website ☐ (08) Library's social media

22. **Capital Investments.** Funding for capital investments is limited. For some projects, such as McLoughlin Blvd. Enhancement Project, the City looks for substantial federal, state, and regional grant funds to pay for the majority of the costs. But for other projects, such as park improvements or sidewalk maintenance, we have to use local tax dollars. In looking at how we should spend your local tax dollars on capital projects over the next decade, please indicate which FIVE of the projects listed below should be the TOP PRIORITIES. *[Write in your answers using the numbers from the list below.]*

01. Recreation facilities such as Pioneer Community Center, End of the Oregon Trail Interpretive Center, and city pool
 02. Park improvements and maintenance
 03. Road maintenance/pavement preservation (such as overlay projects)
 04. Sidewalks
 05. Bike lanes/bike paths
 06. Tourism
 07. Natural habitat restoration
 08. Economic development
 09. Water infrastructure
 10. Pedestrian crossings
 11. Traffic congestion relief

1st: _____ 2nd: _____ 3rd: _____ 4th: _____ 5th: _____

23. **Service Expectations.** Using a scale of 1 to 5, where 5 means the level of service provided by the city should be "Much Higher" than it is now and 1 means it should be "Much Lower," please indicate how the level of service provided by the city should change in each of the areas listed below.

		Much Higher	A Little Higher	Stay the Same	A Little Lower	Much Lower	Don't Know
1.	Law enforcement	5	4	3	2	1	9
2.	Parks, trails, and open space	5	4	3	2	1	9
3.	Recreation facilities and programs	5	4	3	2	1	9
4.	Transportation facilities and programs (street maintenance, new sidewalks, added bike lanes)	5	4	3	2	1	9
5.	Utility infrastructure (water, sewer, and drainage system upgrades)	5	4	3	2	1	9
6.	City's public library	5	4	3	2	1	9
7.	City's code enforcement	5	4	3	2	1	9
8.	City's permit review	5	4	3	2	1	9

- 23a. **Would you be willing to pay more in taxes or fees to support an increase in the service level?**

☐ (1) Yes
☐ (2) No
☐ (3) Not applicable; I do not think any levels of service need to be higher
☐ (9) Don't know

24. **Customer Service.** Have you called, emailed, or visited the city with a question, problem, or complaint during the past year?

☐ (1) Yes [Answer Q24a-c.] ☐ (2) No [Skip to Q25.] ☐ (9) Don't know [Skip to Q25.]

- 24a. **How easy was it to contact the person you needed to reach?**

☐ (4) Very easy ☐ (2) Difficult ☐ (9) Don't know
☐ (3) Somewhat easy ☐ (1) Very difficult

- 24b. **Which department did you contact? [Check all that apply.]**

☐ (01) Police ☐ (07) Financial Services/Utility Billing
☐ (02) Code Enforcement ☐ (08) Transportation Services (streets)
☐ (03) Building and Planning ☐ (09) Administration (public records)
☐ (04) Parks and Recreation ☐ (10) Public Works (water/sewer/solid waste)
☐ (05) Oregon City Public Library ☐ (11) Municipal Court
☐ (06) Event Permits ☐ (12) Other: _____

- 24c. **Several factors that may influence your perception of the quality of customer service you receive from city employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always" and 1 means "Never."**

	Frequency that...	Always	Usually	Sometimes	Seldom	Never	Don't Know
1.	They were courteous and polite	5	4	3	2	1	9
2.	They gave prompt, accurate, and complete answers to questions	5	4	3	2	1	9
3.	They did what they said they would do in a timely manner	5	4	3	2	1	9
4.	They helped you resolve an issue to your satisfaction	5	4	3	2	1	9

25. **Land Development.** Using a scale of 1 to 5, where 5 means "Much Too Slow" and 1 means "Much Too Fast," please rate the city's current pace of development in each of the following areas.

Growth Management		Much Too Slow	Too Slow	Just Right	Too Fast	Much Too Fast	Don't Know
1.	Employment opportunities	5	4	3	2	1	9
2.	Office development	5	4	3	2	1	9
3.	Retail/Restaurants/Services	5	4	3	2	1	9
4.	Technology and other industry	5	4	3	2	1	9
5.	Housing options for aging population	5	4	3	2	1	9
6.	Apartments	5	4	3	2	1	9
7.	Townhomes/Row houses	5	4	3	2	1	9
8.	Entry-level single-family homes	5	4	3	2	1	9
9.	Single Family Homes	5	4	3	2	1	9

26. **Water Quality.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following items.

How satisfied are you with...		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Water pressure	5	4	3	2	1	9
2.	Water clarity	5	4	3	2	1	9
3.	Water taste	5	4	3	2	1	9
4.	Water smell	5	4	3	2	1	9
5.	Reliability of water service	5	4	3	2	1	9

27. **Approximately how many years have you lived in Oregon City?** _____ years
28. **What is the preferred language spoken in your home?** _____
29. **What is your age?** _____ years
30. **Do you work outside of Oregon City?** ____ (1) Yes ____ (2) No
31. **How many children under age 18 live in your household?** _____ children
32. **What is your gender?**
____ (1) Male ____ (2) Female ____ (3) Non-binary ____ (4) Prefer not to disclose
33. **Would you say your total annual household income is...**
____ (1) Under \$50,000 ____ (3) \$75,000 to \$99,999 ____ (5) \$150,000 to \$199,999
____ (2) \$50,000 to \$74,999 ____ (4) \$100,000 to \$149,999 ____ (6) \$200,000 or more
34. **If you have suggestions for improving the quality of city programs, facilities, or services, please write your suggestions in the space below.**

35. **If you would like to participate in future surveys sponsored by Oregon City, please provide your contact information below.**
Mobile Phone Number: _____ Email Address: _____

This concludes the survey. Thank you for your time!
Please return your completed survey in the enclosed postage-paid envelope addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed to the right will ONLY be used to help identify which areas of the city are having difficulties with city services. If your address is not correct, please provide the correct information. Thank you.



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** January 15, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.a. - Resolution No. 24-27, Initiating Vacation of Public Rights-of-Way Proceedings for "Clackamas Heights," Owned by Clackamas County Housing, Legally Addressed as 13900 Gain Street, and Establishing a Public Hearing Date of February 5, 2025

STAFF RECOMMENDATION:

Approve Resolution No. 24-27, in accordance with Oregon Revised Statute (ORS) 271, and direct staff to cause lawful notice to be given for ordinance proceedings for the proposed vacation of rights-of-way on February 5, 2025, at 7:00 p.m.

EXECUTIVE SUMMARY:

Public Works accepted an application from Clackamas County Housing Authority, requesting the City of Oregon City vacate rights-of-way commonly known as, Streets A, B, C and D. which are not needed for right-of-way. The first step of this process requires Commission approval of a resolution, directing staff to prepare an ordinance for public hearing and provide public notice, in accordance with Oregon Revised Statute 271.110.

BACKGROUND:

In October 2024, Public Works accepted an application from Clackamas Housing Authority (Owner) requesting to vacate the public rights-of-way located adjacent to their property commonly known as, Streets A, B, C and D. This property is known as "Clackamas Heights" and is legally addressed as 13900 Gain Street. As part of the application submittal, and as required by ORS 271.80, the applicant submitted a neighborhood signature petition, signed by the abutting property owners of 13900 Gain Street.

Streets A, B, C and D are almost entirely encompassed by 13900 Gain Street (except where they intersect with the adjacent public rights-of-way of Apperson Boulevard, Gain Street and Front Avenue). The Owner would like to redevelop this property; however, the current street and property configuration does not align with the plans for such development. Because of this, the request to vacate these public rights of ways is necessary. Staff reviewed the application and history of the property following four criteria:

1. There is no present or future public need for the street, alley, or easement.
2. The vacation is in the best public interest.
3. There would be no impacts to adjacent properties.
4. Consent of adjacent property owners when appropriate.

The Clackamas Heights private development was built in 1963 and includes 78, one and two-bedroom duplexes and 22, three-bedroom houses. Vehicle and pedestrian access are provided to these structures by way of Streets A, B, C, and D. Public utilities are located within the proposed vacated rights-of-way; however, all utilities and streets will become privately owned (and maintained) until such time they are permanently abandoned or repurposed for the new development proposed by Clackamas County Housing Authority.

Staff determined that all four criteria is met, as Streets A, B, C and D will not be used for public utilities or access in the future. The city has no present or future need for streets A, B, C and D. The proposed vacations will have no impact on adjacent properties and is necessary for the proposed development; therefore, the proposed vacation of rights-of-way are in the public's best interest. The application package adequately addresses the criteria required to proceed with this vacation request.

Staff request approval of Resolution No. 24-27, directing the City Recorder to cause lawful public notice for first reading proceedings, per ORS 271, to occur at the next regular City Commission meeting of February 5, 2025. The public notice will be published in the local Oregon City publication once, per week, for at least 14 consecutive days prior to the February 5th, 2025, meeting date. In addition, a public noticing placard will be posted on-site by the applicant.

The approved ordinance will not be recorded until a mutually agreed upon date of October 1, 2025, or until a land use application is received. Oregon City will continue to maintain utilities and streets within the proposed vacated rights-of-way until the ordinance has been officially recorded by the Clackamas County Recording Office.

OPTIONS:

1. Approve Resolution No. 24-27, Initiating Vacation of Public Rights-of-Way Proceedings for "Clackamas Heights," Owned by Clackamas County Housing, Legally Addressed as 13900 Gain Street, and Establishing a Public Hearing Date of February 5, 2025.
2. Approve Resolution No. 24-27, Initiating Vacation of Public Rights-of-Way Proceedings for "Clackamas Heights," Owned by Clackamas County Housing, Legally Addressed as 13900 Gain Street, and Establishing a Public Hearing Date of February 5, 2025 with Amendments.
3. Deny Resolution No. 24-27, Initiating Vacation of Public Rights-of-Way Proceedings for "Clackamas Heights," Owned by Clackamas County Housing, Legally Addressed as 13900 Gain Street, and Establishing a Public Hearing Date of February 5, 2025 and provide further direction.

BUDGET IMPACT:

Amount	\$0
Fiscal Year(s):	N/A
Funding Source(s):	N/A

RESOLUTION NO. 24-27

A RESOLUTION INITIATING VACATION OF PUBLIC RIGHTS-OF-WAY PROCEEDINGS FOR “CLACKAMAS HEIGHTS,” OWNED BY CLACKAMAS COUNTY HOUSING LEGALLY ADDRESSED AS 13900 GAIN STREET, AND ESTABLISHING A PUBLIC HEARING DATE OF FEBRUARY 5, 2025

WHEREAS, Clackamas County Housing Authority (“OWNER”), filed a petition to vacate existing public rights-of-way of existing Streets A, B, C and D, addressed as 13900 Gain Street (Tax lot 2-2E-29AD-00700); and

WHEREAS, the proposed vacation of rights-of-way are located in “Victoria Heights” Plat No. 380 & “JT Apperson’s Subdivision” Blocks 5, 6, 7, of Plat Map No. 55, of Clackamas County, duly recorded plats in the City of Oregon City, Clackamas County (“RIGHTS-OF-WAY”), more particularly described in “**Exhibit A**,” and shown on “**Exhibit B**” attached to this resolution and by this reference is incorporated herein; and

WHEREAS, 13900 Gain Street (Tax lot 2-2E-29AD-00700), completely encompasses all proposed vacation of RIGHTS-OF-WAY; and

WHEREAS, the OWNER intends on redeveloping the property with a new street pattern in the near future; and

WHEREAS, Oregon City Public Works determined that the proposed vacation does not conflict with the tract’s intended use as a local street, or other uses; and

WHEREAS, Public Streets A, B, C, and D are used by Clackamas Heights residents and pedestrian travel and provide no benefit to the surrounding properties or vehicle travel patterns and are no longer needed for public purposes; and

WHEREAS, Oregon City service providers (Comcast, Northwest Natural, Portland General Electric, Lumen/Century Link, and Clackamas County Telecom) conducted a technical review of the proposed RIGHTS-OF-WAY, and found no objections, shown as “**Exhibit C**” to this resolution and by this reference is incorporated herein; and

WHEREAS, the provisions applicable to a vacation, set forth in Oregon Revised Statute 271.110, shall apply to each vacation; and

WHEREAS, all vacated RIGHT-OF-WAY will be deeded to the adjacent property owner, per standard practice for right-of-way vacation; and

WHEREAS, Oregon City policy for vacations of rights of way require resolution adoption to initiate ordinance proceedings and set a public hearing date; and

WHEREAS, proceedings for RIGHTS-OF-WAY shall be and hereby are initiated; and

WHEREAS, it is the intention of the City Commission of the City of Oregon City that proceedings be, and hereby are, initiated upon its own motion for the herein proposed vacations of RIGHT-OF-WAY. In accordance with the provisions of ORS 271, staff is directed to cause lawful notice to be given for ordinance proceedings for the proposed vacations of rights-of-way to be heard on Wednesday, February 5, 2025, at the hour of 7:00 PM in the regular Oregon City Commission meeting, Commission Chambers – Libke Public Safety Facility, 1234 Linn Avenue, Oregon City, Oregon, hereby fixed as the time and place for the hearing of any and all objections or claims concerning this vacation.

NOW, THEREFORE, BE IT RESOLVED

City Commission of Oregon City, Oregon, approval of Resolution No. 24-27 initiates the above-described public right-of-way vacation proceedings.

Section 1. This resolution shall take effect immediately upon its adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 15th day of January, 2025.

DENYSE C. MCGRIFF
Mayor

Attested to this 15th day of January, 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

"A" Street Description

CLACKAMAS HEIGHTS HOUSING PROJECT-"A" STREET RIGHT-OF-WAY DESCRIPTION.

A strip of land situated in the Northeast Quarter of Section 29, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, being 40 feet in even width, being 20 feet in even width on either side of the following described center line:

Beginning at a point on the Easterly right-of-way line of County Road 1774 (A 50 foot right-of-way) that is North 1563.34 feet and West 697.88 feet from the Southeast corner of the Hiram Straight Donation Land Claim No. 42; thence South $86^{\circ} 30' 00''$ East 381.47 feet and there ending.

2

113 180

"B" Street Description

CLACKAMAS HEIGHTS HOUSING PROJECT-"B" STREET RIGHT-OF-WAY DESCRIPTION.

A strip of land situated in the Northeast Quarter of Section 29, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, being 40 feet in even width, being 20 feet in even width on either side of the following described center line:

Beginning at a point on the Easterly right-of-way line of County Road 1774 (A 50 foot right-of-way) that is North 1361.24 feet and West 784.81 feet from the Southeast corner of the Hiram Straight Donation Land Claim No. 42; thence South $66^{\circ} 43' 45''$ East 237.00 feet to a point of curve; thence along the arc of a 154.00 foot radius tangent curve to the left through a central angle of $100^{\circ} 00' 00''$ a distance of 268.78 feet to a point of tangent; thence North $13^{\circ} 16' 15''$ East 380.97 feet to a point on the Southerly right-of-way line of "5th" Street (A 50 foot right-of-way) and there ending.

3

113

181

"C" Street Description

CLACKAMAS HEIGHTS HOUSING PROJECT-"C" STREET RIGHT-OF-WAY DESCRIPTION.

A strip of land situated in the Northeast Quarter and the Southeast Quarter of Section 29, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, being 40 feet in even width, being 20 feet in even width on either side of the following described center line:

Beginning at a point that is North $4^{\circ} 23' 30''$ East 753.20 feet and North $85^{\circ} 36' 30''$ West 150.00 feet from the Southeast corner of the Hiram Straight Donation Land Claim No. 42; thence North $85^{\circ} 36' 30''$ West 80.00 feet to a point of curve; thence along the arc of a 149.00 foot radius tangent curve to the right through a central angle of $180^{\circ} 00' 00''$ a distance of 468.10 feet to a point of tangent; thence South $85^{\circ} 36' 30''$ East 230.00 feet to a point on the East line of said Donation Land Claim No. 42 and there ending.

4

113 182

"D" Street Description

CLACKAMAS HEIGHTS HOUSING PROJECT-"D" STREET RIGHT-OF-WAY DESCRIPTION.

A strip of land in the Northeast Quarter and the Southeast Quarter of Section 29, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, being 40 feet in even width, being 20 feet in even width on either side of the following described center line:

Beginning at a point on the Easterly right-of-way line of County Road 1774 (A 50 foot right-of-way) that is North 770.34 feet and West 863.49 feet from the Southeast corner of the Hiram Straight Donation Land Claim No. 42; thence South $85^{\circ} 36' 30''$ East 190.00 feet to a point of curve; thence along the arc of a 154.00 foot radius tangent curve to the left through a central angle of $180^{\circ} 00' 00''$ a distance of 483.81 feet to a point of tangent; thence North $85^{\circ} 36' 30''$ West 190.00 feet to a point on the Easterly right-of-way line of said County Road 1774 and there ending.

5

118

183

EXHIBIT B

Existing Street Grid

SCALE BAR 1:1000
0 20 50 100 200

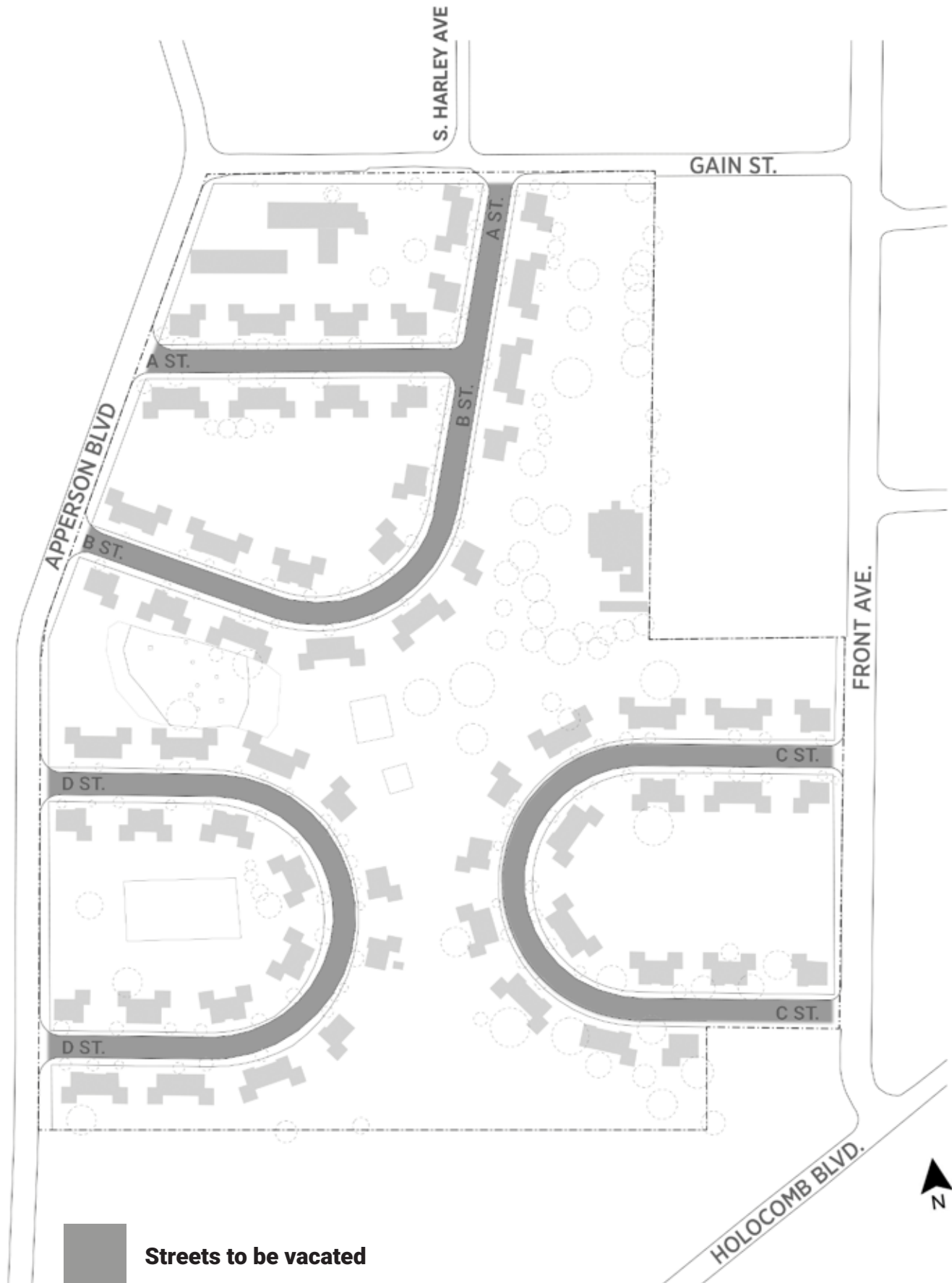


EXHIBIT C

List of Public Utilities contacted.

yesno

COMPANY	UTILITY	CONTACT	EMAIL	NUMBER	CONTACTED	RESPONSE	DESCRIPTION	RESOLVED
Comcast Cable	Cable	Scott Anderson	scott_anderson3@comcast.com	(503)351-9487	11/27/2024		Left a voicemail and sent an email asking for an update. Email response stating they had no objections to vacation request. They do have an active infrastructure that provieds service to current buildings, so they will need to know when all tenants move out so they can disconnect their plant from main connection points.	yes
NW Natural	Gas	Ryan Winfree	ryan.winfree@nwnatural.com	(773)612-9237	12/4/2024	12/5/2024	NW Natural emailed back saying they do no have any gas facilities in the vacated ROWS. They do have a gas main in Apperson Blvd close to east row, they are not sure if this service needs to be cut off or how it will impact the development.	yes
PGE	Electric	Ron Snodgrass	ron.snodgrass@pgn.com	(503)908-4394		11/26/2024	Ron emailed back stating the area will be completely redeveloped and PGE has no issue with vacating any easements	yes
Century Link			relocations@lumen.com	(800)283-4237	12/4/2024	12/6/2024	12/4 Contacted onecall specialists and they stated that no markings were taken place due to the excavation being cleared. Got vocal confirmation that it is clear. Received an email with a lumen map.12/6 Received written confirmation the site area is cleared of any utilities.	yes
Clack County Telecom services	Telecom	Douglas Cutshall	dougcut@clackamas.us	(503)742-4669		12/2/2024	Douglas responded with an email stating the roads have to be vacated	yes
Clackamas County CBX	CBX	Duke Dexter	ddexter@clackamas.us	(503)722-6663	11/13/2024	11/13/2024	Received a map of site with underground utilities drawn on aerial view. Utitilies do not conflict with new development	yes



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** January 15, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.b. - Intergovernmental Agreement with Clackamas Co-permittee Group and Water Environmental Services for Watershed Based Mercury Monitoring

STAFF RECOMMENDATION:

Authorize the City Manager to execute an Intergovernmental Agreement (IGA) between the City of Oregon City (City) and Clackamas County Water Environmental Services (WES) for the purpose of monitoring mercury concentrations of discrete watersheds within the boundaries of Clackamas County.

EXECUTIVE SUMMARY:

The City has an Intergovernmental Agreement (IGA) with Clackamas County Water Environmental Services (WES) for measuring the amount of mercury in streams and stormwater per the 2021 NPDES MS4 Permit (Permit), Schedule B, Table 3 and described in detail in the 2023 Comprehensive Clackamas County NPDES MS4 Stormwater Monitoring Plan, Section 5.3 (Monitoring Plan). The Co-Permittees desire to obtain instream and stormwater ("outfall") mercury monitoring to meet reporting requirements by the District with a single entity conducting the sampling for uniformity of technique and quality control which WES will be responsible for. The IGA includes the specific liabilities that provide the co-permittees' legal safety.

BACKGROUND:

The City of Oregon City entered into an Intergovernmental Agreement (IGA) with Clackamas County ("County") on July 1, 2023 ("Effective Date") to obtain instream and stormwater ("outfall") mercury monitoring and to meet reporting requirements in Phase I MS4 NPDES Permit No. 101348 as amended on May 5, 2023 ("Permit"). The specifics of the monitoring effort were already agreed upon by all parties involved (Co-permittees) but WES requested that the IGA include specific liabilities that provide the co-permittees' legal safety.

Mercury monitoring throughout the Clackamas MS4 permit area addresses objectives 1, 2, 3, 5, and 6 from Schedule B.1.a of the Permit. They are as follows:

- 1) Evaluate the source(s) of and means for reducing the pollutants of concern applicable to the co-permittees' permit area, including 2018/2020 303(d) listed pollutants, as applicable.
- 2) Evaluate the effectiveness of Best Management Practices (BMPs) in order to help determine BMP implementation priorities.
- 3) Characterize stormwater based on land use type, seasonality, geography, or other catchment characteristics.

5) Assess the chemical, biological, and physical effects of MS4 stormwater discharges on receiving waters.

6) Assess progress towards reducing TMDL pollutant loads. The City's share of the bill is \$10,880.00 and expenses are estimated by population density to rationalize the general impact a jurisdiction has on the local watersheds since locations were not distributed by entity, rather, watersheds and land use.

A total of eight instream sampling locations are required, in addition to Singer Creek. They are as follows: there are four basins/watersheds (Clackamas River, Middle Willamette, Lower Willamette, & Tualatin River) and four stormwater sampling locations. The four stormwater sampling locations are in specific land use types (Commercial, Industrial, Residential, & Mixed-use) within two of the four basins that would most reflect the overall impact that all co-permittees contribute to. This mixture of land use and basins requires intergovernmental collaboration with a single entity conducting sampling for uniformity of technique and quality control; WES will be responsible for conducting sampling and quality control.

Mercury is one of three Total Maximum Daily Loads (TMDLs), (Bacteria, Mercury, & Temperature), enforced by the City's Permit and TMDL Implementation Plan. Most mercury pollution is a product of the combustion process (petroleum, coal, & incineration) and ends up bonding to elements in sediment. This is why erosion & sediment control is such an important component of our permit. Monitoring mercury in our watersheds determines whether our implementation and design standards are mitigating the release of mercury into Waters of the State.

Mercury is toxic to humans, wildlife, and the environment alike. Side effects vary based on mercury type and what it is exposed to. Once in the environment it can be consumed by ocean wildlife, accumulating and moving up the food chain into apex predators that humans can consume like salmon and tuna. Mercury poisoning can be lethal to fetuses and effects the heart, lungs, and nervous system, including the brain. The more mercury we keep out of the water with monitoring and best management practices like erosion & sediment control the safer our communities will be.

OPTIONS:

1. Approve Intergovernmental Agreement with Clackamas Co-permittee Group and Water Environmental Services for Watershed Based Mercury Monitoring.
2. Approve Intergovernmental Agreement with Clackamas Co-permittee Group and Water Environmental Services for Watershed Based Mercury Monitoring with Amendments.
3. Deny Intergovernmental Agreement with Clackamas Co-permittee Group and Water Environmental Services for Watershed Based Mercury Monitoring and provide further direction.

BUDGET IMPACT:

Amount	\$10,880.00, averaging \$2,176 per fiscal year
Fiscal Year(s):	2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028
Funding Source(s):	Stormwater Fund

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WATER ENVIRONMENT SERVICES
AND CO-PERMITTEES FOR
PHASE I MS4 NPDES PERMIT COMPLIANCE SUPPORT**

THIS AGREEMENT (this “Agreement”) is entered into by and between Water Environment Services (“District”), an intergovernmental entity formed pursuant to ORS Chapter 190, and the City of Happy Valley, the City of Gladstone, the City of Milwaukie, the City of Oregon City, the City of West Linn, the City of Wilsonville, the City of Lake Oswego, and the City of Johnson City, each an Oregon municipal corporation; and Oak Lodge Water Services, an Oregon Joint Water and Sanitary Authority organized under ORS Chapter 450 (collectively referred to as the “Co-Permittees” and each a “Co-Permittee”). The District and Co-Permittees are collectively referred to as the “Parties” or each a “Party.”

RECITALS

ORS 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.

The Co-Permittees desire to obtain instream and stormwater (“outfall”) monitoring and laboratory services from District in order to comply with the monitoring and reporting requirements in Phase I MS4 NPDES Permit No. 101348, as amended on May 5, 2023 (“Permit”).

In consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** The Agreement shall be effective between the District and any individual Co-Permittee upon execution by the District and the Co-Permittee and shall be deemed effective on July 1, 2023 (“Effective Date”). After District execution, a Co-Permittee may sign on to the Agreement at a later date by executing the signature page below. A lack of execution by one Co-Permittee shall not impact the validity of the Agreement as to any other Co-Permittee. The Agreement shall expire on December 31, 2028 (“Term”). The District and Co-Permittees acknowledge that Work (defined in Section 2 below) may have been performed prior to the execution of this Agreement. By execution of this Agreement, the District and Co-Permittees hereby approve and ratify Work performed prior to execution. The District reserves all rights, remedies, claims, and causes of action it may have with respect to previously performed Work. This Agreement may be extended for subsequent Permit years if the Permit is administratively extended, provided that the Parties agree to the extension in writing within 90 days of the end of the Permit year.
2. **Scope of Work.** District agrees to provide the services identified in the Scope of Work attached hereto as Exhibit A and incorporated herein (the “Work”), which Work may be amended from time to time by mutual, written agreement in an amendment

signed by all Parties. The schedule for performance of the Work is attached hereto as Exhibit B and incorporated herein.

3. **Consideration.** Each Co-Permittee agrees to pay District, from available and authorized funds, a sum in the amount set forth in Exhibit A for the respective Party, throughout the Term of this Agreement, for accomplishing the Work required herein.
4. **Payment.** Unless otherwise specified by a Co-Permittee, the District shall submit annual invoices for Work performed to each Co-Permittee for services rendered for that specific Co-Permittee. Invoices shall describe all Work performed and shall itemize expenses. Each Co-Permittee shall make payments to the District within 30 days of receipt of an invoice. The District shall not submit invoices for, and each Co-Permittee will not pay, any amount in excess of the maximum compensation amount set forth above. Each Co-Permittee shall only be responsible for payments for Work performed by the District on behalf of that individual Co-Permittee, and shall have no responsibility for payments for Work performed on behalf of other Co-Permittees.
5. **Representations and Warranties.**
 - A. *Co-Permittee's Representations and Warranties:* Each Co-Permittee, as to itself, represent and warrant to District that the Co-Permittee has the power and authority to enter into and perform this Agreement, and this Agreement, when fully executed, shall be a valid and binding obligation of the Co-Permittee and enforceable in accordance with its terms.
 - B. *District Representations and Warranties:* District represents and warrants to Co-Permittees that District has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of District and enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**
 - A. The District may terminate this Agreement as to all Co-Permittees or an individual Party at any time upon thirty (30) days' prior written notice to all Co-Permittees or the individual Co-Permittee subject to the termination. District's termination as to an individual Co-Permittee does not affect the Agreement as to the remaining Co-Permittees and the Agreement shall remain in full force and effect.
 - B. Any Co-Permittee may remove itself from this Agreement by providing thirty 30 days' prior written notice to all Parties, and upon the effective date of termination shall pay for all services performed and costs incurred by District under this Agreement up until and including the effective date of termination. A Co-Permittee's removal of itself as a Party under this provision does not affect the Agreement as to any other Party and the Agreement shall continue in full force and effect with all Parties remaining.
 - C. In the event of a breach of the Agreement by any Co-Permittee, the District may terminate the Agreement as to that breaching Co-Permittee. In the event of a breach of the Agreement by the District, the Co-Permittees may, by mutual

written agreement of all Co-Permittees, terminate this Agreement. Prior to either such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- D. Neither the District nor any Co-Permittee shall be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- E. The District may terminate this Agreement in the event the District fails to receive expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the District is prohibited from paying for such Work from the planned funding source. If the District terminates the Agreement under this Section the District shall cooperate with the Co-Permittees in good faith to transfer data and information pertaining to this Agreement to the next provider of the Work as required for each Co-Permittee.
- F. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to the effective date of termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless, and defend each Co-Permittee, its officers, elected officials, agents, and employees, from and against all costs, losses, damages, claims or actions, and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control. Notwithstanding the above, the District shall not be responsible for indemnifying or defending any Co-Permittee from and against any claims, actions, or fines of any nature arising from a lack of compliance by that Co-Permittee with the Clean Water Act, Oregon Revised Statutes, or any other state or federal legal or regulatory requirement related to the performance of this Agreement.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, each Co-Permittee agrees to indemnify, save harmless, and defend the District, its officers, elected officials, agents, and employees from and against all costs, losses, damages, claims, or actions and all expenses incidental to the investigation and defense thereof, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the indemnifying Co-Permittee or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Co-Permittee has a right to control.

8. **Insurance.** Each Party agrees to maintain levels of insurance, or self-insurance, sufficient to satisfy its obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Any notice provided under this Agreement shall be delivered by email or by first class US mail to the individuals identified below. Any communication or notice mailed by first class US mail shall be deemed to be given three days after the date it is sent. Any communication or notice sent by electronic mail is deemed to be received on the date sent, unless the sender receives an automated message or other indication that the email has not been delivered. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice to the other Party.

A. Chris Desiderati or their designee will act as liaison for the District.

Contact Information:

Environmental Services Supervisor

Environmental Services
Clackamas Water Environment Services
15941 S. Agnes Ave, Bldg. B
Oregon City, OR 97045
Primary: 503-557-2834

B. Contact information for each Co-Permittee is located on the signature page.

10. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it, will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of the District and Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between District and one or more Co-Permittees that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the

District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Co-Permittees, by execution of this Agreement, hereby consent to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law and Permit Requirements.** All Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement. Each Co-Permittee shall be responsible for ensuring it is in compliance with all legal and regulatory requirements applicable to it, including, but not limited to, the terms of the Permit.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by a Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by another Party.
- D. **Access to Records.** The District and each Co-Permittee shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy, or litigation arising out of or related to this Agreement, including any appeals thereof, whichever is later. The District and Co-Permittees shall maintain their respective financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, each Party shall permit the authorized representatives of any other Party access to Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** The District shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials produced in connection with this Agreement ("Work Product"). The District grants to each Co-Permittee, a non-exclusive license and right to copies of the Work Product produced, and each Co-Permittee shall have the license and the right to use, distribute, and allow third parties to use the Work Product for any purpose that the distributing Co-Permittee determines necessary or beneficial. Any reuse of such Work Product by a Co-Permittee outside the scope of work for which it was

developed, or any alteration whatsoever, shall be at the Co-Permittee's sole risk and with no liability to District.

- F. **Hazard Communication.** Each Co-Permittee shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Co-Permittees (40 CFR Part 302), and any amendments thereto. Upon District's request, the notifying Co-Permittee shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon the appropriation of adequate funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal, or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment, and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind a Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a

representative, agent, employee or contractor of another Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- L. **No Third-Party Beneficiary.** Each Co-Permittee and the District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons, unless such third persons are individually identified by name herein and are expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** District may enter into subcontracts for any of the Work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, provided that the District provides written notice to each Co-Permittee of such assignment.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be deemed an original, and all of which together shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (O), (R), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to execute and carry out this Agreement.
- Q. **Time is of the Essence.** The Parties agree that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither any Co-Permittee nor District shall be held responsible for delay or default caused by events outside of a Co-Permittee's or District's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, the Parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of their obligations under this Agreement.

- T. **Confidentiality.** Each Party acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by any Party, or its employees or agents in the performance of this Agreement, shall be deemed confidential information of the custodian of the information provided ("Confidential Information"). Each Party agrees to hold Confidential Information in strict confidence, using at least the same degree of care that the Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing by the custodian of the Confidential Information or as provided under this Agreement.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS WHEREOF, the Parties have executed this Agreement as indicated by the duly authorized signature of each Party on the dates listed below.

Water Environment Services

Chair

Date

Oak Lodge Water Services

Name Date

Title

Contact Name

Contact Email

Contact Phone

City of Gladstone

Name	Date
------	------

Title

Contact Name

Contact Email

Contact Phone

City of Milwaukie

Name	Date
------	------

Title

Contact Name

Contact Email

Contact Phone

City of Oregon City

Name	Date
------	------

Title

Contact Name

Contact Email

Contact Phone

City of West Linn

Name Date

Title

Contact Name

Contact Email

Contact Phone

City of Wilsonville

Name Date

Title

Contact Name

Contact Email

Contact Phone

City of Lake Oswego

Name Megan Phelan Date

Acting City Manager
Title

Sonja Johnson
Contact Name

sjohnson@lakeoswego.city
Contact Email

503-675-3999
Contact Phone

Approved as to form:

Evan Boone, Deputy City Attorney

City of Johnson City

Name	Date
------	------

Title

Contact Name

Contact Email

Contact Phone

Exhibit A

Scope of Work

Part 1 – MS4 Mercury Environmental Monitoring Overview

Purpose

The purpose of this Scope of Work is to define the Work and the specific responsibilities of the Co-Permittees and District. The Co-Permittees desire to obtain instream and stormwater (“outfall”) quality monitoring services from District in order to comply with the mercury monitoring and reporting requirements of the Permit.

Project Description and Sites

The project (“Project”) involves one task, to be conducted by District:

Task 1.0 Perform Coordinated Mercury monitoring work on behalf of the Co-Permittees. This task is split into 3 sub-tasks:

- 1.1 This coordinated Work involves sample collection:
 - 1.1.1 Four (4) monitoring events each year at two (2) instream sites in each of the following Basins: Lower Willamette, the Middle Willamette, the Tualatin River, and the Clackamas River.
 - 1.1.2 Three (3) monitoring events each year at four (4) outfall sites. The 2022 Comprehensive Clackamas County Stormwater Monitoring Plan (“CCCSMP”) describes the locations of the eight (8) instream and four (4) outfall sites (Section 5.3.1, Tables 8 and 9, and Figure 3). To fulfill the mercury monitoring obligations, District will lead coordination and sampling for all Co-Permittees. A specific methodology is prescribed in the Permit for mercury monitoring, the details of which are included in this Work. This Project will follow logistical procedures in the CCCSMP for sample collection. Where possible, District will invite Co-Permittee staff to join in the field work for this task.
- 1.2 One training session will be conducted by District to support the Work. Interested Co-Permittee staff are voluntarily welcome to join.
- 1.3 Annual data review and reporting to Co-Permittees and Oregon Department of Environmental Quality (“DEQ”). Reports to DEQ will be in accordance with the Permit and CCCSMP.

Project Schedule

For Mercury Monitoring, the proposed schedule for these tasks to occur will be five (5) permit years (“PY”). For this Project, a PY is defined as beginning on July 1 and ending on June 30 of the following year. The Permit became effective on October 1, 2021, with the first PY beginning on July 1, 2021. However, the Permit Implementation Start Date for these tasks is July 1, 2023, or the beginning of PY 3. A summary of this schedule to be followed each PY is shown in Exhibit B, assuming continued monitoring after the Permit Expiration Date of September 30, 2026. September 30, 2026 (end of PY 5), and conclude after reporting for these tasks (i.e., Task 1.3) is completed on December 1,

2026 at the end of PY 5. The schedule is structured to align with reporting periods and Annual Report Deadlines, per Permit Schedule B. 3. Table 4.

Project Costs

Project costs were **estimated** based on time and materials to conduct the Work, training fees, and the Permit modification Fee, as appropriate. Analytical costs were estimated by District' Water Quality Lab ("WQL"), which will contract with a qualified third party laboratory or analyze in-house all mercury-related samples (i.e., Total Recoverable Mercury and Total Suspended Solids). The WQL will also manage analytical data in its Laboratory Information Management System ("LIMS"). Material costs were based on consumable costs at the time this scope was created. Labor costs were based on charge-out rates.

A summary of annual costs separated by Co-Permittee is shown in Table 1 below. PY 3 includes fees from training and the Permit modification fee requested on August 25, 2022. To account for annual inflationary costs for testing and increased personnel salaries (e.g. Cost of Living Adjustments), beginning in PY 4, 10% increases were added from the prior year costs. This 10% adjustment is only applied to costs for monitoring (i.e., labor + testing) and excludes costs for permit modification fees, training, and additional Quality Control ("QC") samples needed in PY 3. The adjustments were made for each successive year after PY 4 in the same manner. Annual Costs invoiced by District shall not exceed those values shown in each column for the respective PY.

Table 1. Estimated Annual Mercury Monitoring Project Costs by Co-Permittee.

Co-Permittee	PY 3	PY 4	PY 5	PY 6	PY 7	5-year Sub-total
Lake Oswego	2,780	1,910	2,100	2,310	2,540	\$ 11,640
Milwaukie	2,160	940	1,030	1,130	1,250	\$ 6,510
Oregon City	2,900	1,720	1,890	2,080	2,290	\$ 10,880
West Linn	2,360	1,350	1,490	1,630	1,800	\$ 8,630
Wilsonville	1,790	1,230	1,350	1,490	1,640	\$ 7,500
Oak Lodge Water Services	1,650	1,140	1,250	1,380	1,510	\$ 6,930
Gladstone	920	630	700	770	840	\$ 3,860
Johnson City	30	20	20	20	20	\$ 110
Grand Total	14,590	8,940	9,830	10,8100	11,890	\$ 56,060

Part 2 – MS4 Mercury Environmental Monitoring Task Details

Task 1.1 – Scheduling and Coordinated Mercury Monitoring

District shall:

1. When appropriate, coordinate with Co-Permittee staff to have them join District-led sampling teams in the field for Instream Mercury sampling.
2. Develop and distribute a Mercury Monitoring Schedule with the Co-Permittees describing the planned Instream sampling dates 30 days prior to July 1 each year.

3. When possible, notify Co-Permittees prior to outfall monitoring events.
4. Following the sampling conditions regarding collection timing in Permit Schedule B, 1.d.(i).
5. For Instream Monitoring, collect a single grab sample for the Permit-required Mercury parameters at the eight (8) Co-Permittee sites as defined in the CCCSMP. Sampling procedures will follow the CCCSMP as submitted and approved to DEQ for grab sampling. Specific parameters, and applicable collection and analysis methods, are defined below:
 - a. Total Recoverable Mercury. Collected by method EPA 1669. Analyzed by method EPA 1631E with a quantitation limit of 0.5 ng/L.
 - b. Total Suspended Solids
6. Instream Mercury Monitoring samples shall be collected during four (4) events per PY. A minimum of 50% of the instream events shall be between September 1 and April 30, inclusive.
7. For Outfall Monitoring, collect a single grab sample of the Permit-required Mercury parameters at the four (4) Co-Permittee sites as defined in the CCCSMP. Sampling procedures will follow the CCCSMP as submitted and approved to DEQ for grab sampling. Specific parameters, and applicable collection and analysis methods, are defined below:
 - a. Total Recoverable Mercury. Collected by method EPA 1669. Analyzed by method EPA 1631E with a quantitation limit of 0.5 ng/L.
 - b. Total Suspended Solids.
8. Outfall Mercury Monitoring samples shall be collected during three (3) qualifying events per PY.
9. Document and maintain the time and date of collected samples in District' LIMS and as hard copies on field sheets.
10. As per the CCCSMP, collect adequate field QC samples (i.e., field blanks and field duplicates). Results from these samples will allow review of sampling procedures and support quality assurance. If Field Blanks for Total Recoverable Mercury are greater than 0.5 ng/L, corrective action will be taken to assess the source of contamination. If corrective actions do not result in field blanks showing results less than 0.5 ng/L, field blanks will continue to be collected past the first PY of CCCSMP implementation (i.e., PY 3). If Field Blanks are demonstrated to be less than 0.5 ng/L after one PY, no more field blanks will be collected for each site.
11. Analyze collected samples using the services of District' WQL, either in-house or through a qualified third party contract lab.

Each Co-Permittee shall:

1. Pay for services received for this Work within thirty (30) days of receipt of invoice from District.
2. Notify District if there are changes within the Permit affecting monitoring obligations for the individual Co-Permittee.

Task 1.2 – Training

District shall:

Conduct one training session focusing on “clean hands/dirty hands” (method EPA 1669) technique for interested Co-Permittee staff.

Task 1.3 – Reporting

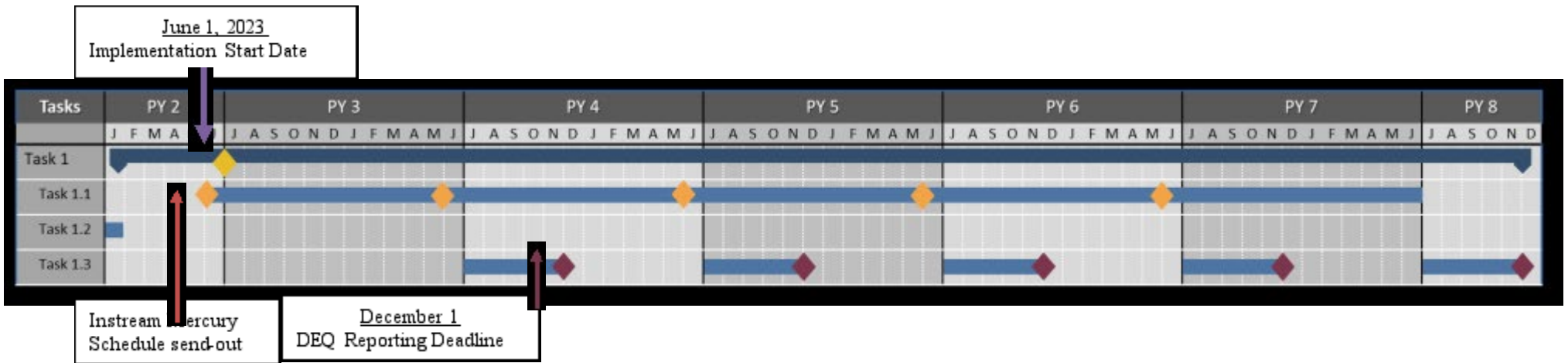
District shall:

1. By the end of September each year, submit to each Co-Permittee an excel flat file and PDF report of the results for samples collected during the prior PY, including digital copies of field sheets.
2. By December 1 of each PY (Permit Schedule B.3) submit to the Oregon DEQ the monitoring data collected from this Work pursuant to the Submissions requirements in the Permit (Permit Schedule B.5) on behalf of individual Co-Permittees.

Each Co-Permittee Shall:

1. By November 1 of each year, review results of the prior PY's data provided by District and provide contact information of a responsible Co-Permittee official. Contact information shall include Co-Permittee official's name and e-mail address.
2. Notify District if there are changes within the Permit affecting reporting obligations for the individual Co-permittee.

Exhibit B - Schedule





CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** January 15, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.c. - Purchase of Public Works Sewer and Storm Division Vehicle: 2025 Ford F-550 3-Yard Dump Truck

STAFF RECOMMENDATION:

Authorize the purchase of a 2025 Ford F-550 3-yard dump truck with the ability to attach a front snowplow. This is an addition to the Sewer and Storm Division Vehicles.

EXECUTIVE SUMMARY:

The Public Works Sewer and Storm Division is utilizing its Fleet Replacement Fund for the purchase of a 2025 Ford F-550 3-yard dump truck. The Sewer and Storm Division will use the dump truck throughout the City to clean out the city owned catch basins; haul debris, gravel, and sand; tow various trailered equipment and will be able to attach snowplows to support winter operations.

This purchase has been planned for and there is adequate funding within the Fleet Replacement Fund within the fiscal year 2024-25 biennial budget to support and fund this new asset.

BACKGROUND:

Oregon City fleet purchases are managed through the Fleet Replacement Fund. Every year, each Public Works Division budgets a predetermined amount for transfer into the Fleet Replacement Fund. These transfers ensure there is adequate funding available when new or replacement vehicles are scheduled for purchase.

The purchase price of a 2025 Ford F-550 3-yard dump truck is \$97,892.24 and is an approved and authorized expenditure within the fiscal year 2024-25. The Sewer and Storm Division will use the dump truck throughout the City to clean out the city owned catch basins; haul debris, gravel, and sand; tow various trailered equipment and has the ability to attach a snowplow to support winter operations. Purchasing a new truck with the FY 2024-25 biennial budget was planned and it is highly recommended to continue meeting the City's needs.

Public Works will contract with Northside Ford, under the State of Oregon Purchasing Agreement Number: 1656, for the purchase of the 2025 Ford F-550 3-yard dump truck. Attached is a sales proposal, brochure, Northside Ford Price Agreement, and Amendment No. 3 extending the expiration date to April 30, 2025.

There is adequate funding within the Fleet Replacement Fund to allow the Public Works Sewer/Storm Division to support and fund this new asset.

OPTIONS:

1. Approve Purchase of Public Works Sewer and Storm Division Vehicle: 2025 Ford F-550 3-Yard Dump Truck.
2. Approve Purchase of Public Works Sewer and Storm Division Vehicle: 2025 Ford F-550 3-Yard Dump Truck with Amendments.
3. Deny Purchase of Public Works Sewer and Storm Division Vehicle: 2025 Ford F-550 3-Yard Dump Truck and provide further direction.

BUDGET IMPACT:

Amount	\$97,892.24
Fiscal Year(s):	2024-25
Funding Source(s):	Fleet Replacement Fund

2025 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 515 | Quote ID: OC25X5Ha

As Configured Vehicle

Code	Description	MSRP	Invoice
Base Vehicle			
X5H	Base Vehicle Price (X5H)	\$61,130.00	\$58,074.00
Packages			
660A	Order Code 660A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road. - GVWR: 18,000 lbs Payload Package - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC 4 Communication & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port.	N/C	N/C
Powertrain			
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i> <i>Includes:</i> - Dual 68 AH/65 AGM Battery	\$10,495.00	\$9,551.00
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.</i>	Included	Included
X4N	Limited Slip w/4.10 Axle Ratio	\$395.00	\$360.00
STDGV	GVWR: 18,000 lbs Payload Package	STD	STD
Wheels & Tires			
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK)	\$215.00	\$195.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2025 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 515 | Quote ID: OC25X5Ha

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
	<i>Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH.</i>		
64Z	Wheels: 19.5" x 6" Argent Painted Steel	Included	Included
	<i>Hub covers/center ornaments not included.</i>		

Seats & Seat Trim

A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
	<i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>		

Other Options

PAINT	Monotone Paint Application	STD	STD
168WB	168" Wheelbase	STD	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
	<i>Includes 6 speakers.</i>		
	<i>Includes:</i>		
	<i>- SYNC 4 Communication & Entertainment System</i>		
	<i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port.</i>		
473	Snow Plow Prep Package	\$250.00	\$228.00
	<i>Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine. Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output.</i>		
86K	Programmable Engine Idle Shutdown Timer	\$250.00	\$228.00
	<i>Selection of this option enables the driver to select a time period between 1 to 30 minutes before the engine will shut off after idling. There will not be an option to override this timing. Customers needing to idle their vehicles for longer periods should not select this option.</i>		
86M	Dual 68 AH/65 AGM Battery	Included	Included
67B	410 Amp Dual Alternators	Included	Included
	<i>Includes 250 Amp + 160 Amp.</i>		
18B	Platform Running Boards	\$445.00	\$405.00
59H	Center High-Mounted Stop Lamp (CHMSL)	N/C	N/C

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Prepared for: Dan Hepler

City of Oregon City

Prepared by: SHARON TUCKER

12/10/2024



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2025 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 515 | Quote ID: OC25X5Ha

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
52B	Trailer Brake Controller	\$300.00	\$273.00
41A	Rapid-Heat Supplemental Cab Heater	\$250.00	\$228.00
	<i>Includes:</i> <i>- 410 Amp Dual Alternators</i> <i>Includes 250 Amp + 160 Amp.</i>		
43C	120V/400W Outlet	\$175.00	\$160.00
	<i>Includes 1 in-dash mounted outlet.</i>		
76C	Exterior Backup Alarm (Pre-Installed)	\$220.00	\$200.00

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty	N/C	N/C
	Requires valid FIN code.		
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>		

Emissions

425	50-State Emissions System	STD	STD
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Exterior Color

Z1_01	Oxford White	N/C	N/C
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Interior Color

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C	N/C
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Upfit Options

E146364c	Rugby Dump to customer specs	\$27,795.62	\$27,795.62
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2025 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 515 | Quote ID: OC25X5Ha

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
	RUGBY FDS-9-4 FOLDING SIDES 3-4 YARD DUMP BODY W/ SR 4016 ED HOIST LENGTH: 9' 7" WIDTH (OUTSIDE): 96" SIDE HEIGHT: 17" TAILGATE HEIGHT: 23" SR 4016 ED HOIST CAPACITY: 7.7 TO 17 TON RANGE BODY INCLUDES AS STANDARD: FOLD-DOWN SIDES 1/4 CAB SHIELD 12 GA. GRADE 50 STEEL SIDES 10 GA. ONE PIECE SEAMLESS FLOOR RUGBY LEVEL 2 FACTORY INSTALL OF HOIST ON SUB-FRAME: 1. INSTALL HOIST INTO SUBFRAME 2. INSTALL BODY PROP 3. INSTALL GREASE FITTINGS AND GREASE 4. BOLT PUMP TO BRACKET ON SUBFRAME 5. INSTALL FITTINGS AND HOSES 6. FILL RESERVOIR WITH OIL MATERIALS TO FABRICATE FRONT TOOL HOLDERS 3" STEEL TUBE 8 Total, 4 on each side at front of body from floor, to flush with top lip. (SEE PHOTOS) to be used without stepping into the bed, add steps. BUYERS BUMP BODY VIBRATOR KIT #DBV2500 2500 Pound Dump Body Vibrator with Installation Kit Tool boxes: 2q Wickum Aluminum Box 18x18x36 Single drop brite door with lanyards # 2503-181836 2q Wickum Ubox frame mount bracket (pair) 20x16 powder coat black fits 18x18 box # 3571-2016 2q Buyers RStep Cable type 9x12" black, installed on/near toolbox to reach tool holder both sides Towing: BUYERS 1809061A , 1/2" HITCH PLATE WITH 2-1/2" RECEIVER TUBE - 20K RATED CURT 56443 HARNESS 7-WAY 4-WAY (FORD ONLY) RV BLADE OUTPUT FOR F250 F350 F450 - PLUGS IN AND CONNECTS TAIL, BRAKE, REVERSE, TURN SIGNALS, AUXILIARY Misc shop supplies Paint body white INSTALLATION / FABRICATION OF: Cab shield Body Hitch plate + Plug Tool holder Tool boxes Dump vibrator Ford supplied back up camera Steps to reach tool holder PROVISION FOR PLOW TRUCK SPECS NEED TO BE VERIFIED WHEN VEHICLE IS BUILT- PRICE COULD CHANGE TRUCK SIDE ELECT UNIT 35004161 MOUNT KIT Snow plow harness kit Western/Fisher 85973-2 3 port Isolation module lighting system with hologen vehicle lighting Lighting harness kit Western 85993 Truck side LED headlight Snow plow joystick control, Western 35600 multiplex straight blade plow (4) pin white plug for all the (4) pin fleet flex plows Installation of plow kit Price includes carrying costs. Northside Ford not responsible for errors, omissions, and price increases.		
SUBTOTAL		\$101,920.62	\$97,697.62
Destination Charge		\$1,995.00	\$1,995.00
TOTAL		\$103,915.62	\$99,692.62

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Prepared for: Dan Hepler

City of Oregon City
Prepared by: SHARON TUCKER
12/10/2024

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |
972182995



2025 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 515 | Quote ID: OC25X5Ha

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$61,130.00
Options	\$12,995.00
Colors	\$0.00
Upfitting	\$27,795.62
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$103,915.62

Pre-Tax Adjustments

Code	Description	MSRP
Delivery	Delivery per contract \$2.50 per mile after 60.	\$0.00
Govt Disc	Government discount	-\$7,601.00
1656	As per state contract #1656	\$0.00
Key w/remote	Keys, fully programmed with remote (2 factory, 2 extra, 4 total)	\$499.00
Subtotal		\$96,813.62

Sales Taxes

Code	Description	MSRP
CAT	Corporate Activity Tax	\$387.25
<i>Estimated CAT tax (gross receipts tax) in effect 1/1/20.</i>		
Oregon Tax	Oregon Privilege Tax	\$484.07
<i>Oregon Privilege Tax for all new vehicles and any used vehicles with less than 7500 miles that have not previously been registered in Oregon.</i>		
Subtotal		\$97,684.94

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City of Oregon City
Prepared by: SHARON TUCKER
12/10/2024

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |
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2025 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 515 | Quote ID: OC25X5Ha

Pricing Summary - Single Vehicle

Post-Tax Adjustments

Code	Description	MSRP
CAT Doc 75	Adjustment for CAT on \$75 Doc fee	\$0.30
CAT tax adjustment for doc fee. Tax is to be collected for document processing fee.		
E-Doc	Doc fee for E-Plates	\$75.00
Doc fee for processing E-Plates		
E-RegPlate	Plate and registration for E-Plates	\$31.00
\$25.50 Plate fee \$5.00 Registration		
Title-19	Title fee for vehicles getting 0-19 MPG avg	\$101.00
Subtotal		\$97,892.24
Total		\$97,892.24

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



ELIMINATOR LP

DUMP BODIES
& RUGBY HOISTS



RUGBY MFG

BUILT BETTER THE RUGBY WAY

THE RUGBY ELIMINATOR LP

The Rugby Eliminator LP is the hardest working dump body in the landscape and light construction industries. When landscape and construction contractors need a productive, reliable, and versatile body, they chose the Eliminator LP time after time.

The steel model features a seamless, one-piece steel floor for optimum strength and durability. Full 9-foot floor length allows for full sheets of plywood or other materials. The Eliminator LP design also features front pillars that incorporate forward facing clearance lights positioned at a 45-degree angle at each corner. Rugby products feature light locations that may assist the installer in meeting FMVSS/CMVSS 108.

Other industry leading design features include:

- Primarily constructed of 10 ga and 12 ga materials
- Side design includes fully boxed dirt shedding top rail and a sloped bottom rail for a completely self-cleaning profile
- Double-walled rigid sides with vertical braces
- Single-walled fold down sides with vertical braces
- Pockets for 6" side boards increase load capacity
- Front body's seamless one-piece design features triple bend top rails for long-term durability
- Stacked understructure consisting of 5" structural long members overlaid with 3" structural I-beam crossmembers nominally spaced 16" (12" optional) apart
- Standard ¼ cabshield with viewing window
- Full height corner posts with rear surface sloped aids in tailgate closing
- Tailgate double walled panel design featuring fully boxed dirt-shedding top and bottom rails. Two vertical braces to provide additional strength and rigidity
- Standard 10 ga floor
- Board pocket design that aligns with cabshield, allowing the use of tapered side boards to increase capacity when hauling lighter loads such as brush, firewood, and mulch.

Note: While the addition of a taller side board allows for some additional capacity, you must follow the maximum weight capacities of your body and hoist.

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- 2 - Eliminator LP
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- 5 - Aluminum LP
- 6 - Eliminator MD
- 7 - Hoists
- 8 - Accessories



Standard Features



Cabshield Posts

Full height corner posts include cut-out for fast installation of cabshield insert. Makes all Eliminator LP cabshields interchangeable, helping to keep inventory low.

CARBON STEEL RIGID 2-3 YARD BODY SPECIFICATIONS

Body Length (Inside)	9'3"	11'3"	12'3"
Body Capacity (cubic yds)	2-3	2-3	2-3
Side Height (in)	12	12	12
Rear Height (in)	18	18	18
Body Weight (lbs)	1450	1660	1770

CARBON STEEL FOLD DOWN SIDE 2-3 YARD BODY SPECIFICATIONS

Body Length (Inside)	9'3"	11'3"	12'3"
Body Capacity (cubic yds)	2-3	2-3	2-3
Side Height (in)	12	12	12
Rear Height (in)	18	18	18
Body Weight (lbs)	1475	1685	1795



HOISTS

NEED A LIFT



SUBFRAME

Rugby designs and manufactures more hoists than anyone in the world. Rugby hoists are built for optimum performance and are factory tested for performance and durability. If you need a dependable long-lasting hoist, you need a Rugby!



HOIST SPECIFICATION	SR-4016	HR550
NTEA Class	40	40
Cyl. Bore & Stroke	5.5" x 16"	5.5" x 20"
Chrome Cyl. Shaft	2"	2½"
Operating Pressure (psi)	3200	3200
Hoist Weight w/subframe (lbs)	460	650
Hoist Capacity Ranges	7.7 - 17 tons	8 - 16 tons

With over 45 years of experience, Rugby® is the industry leader in hoist design and testing. The new Rugby SR-4016 truck hoist is tested at **full-rated capacity** for an **extended life cycle***, and with a new integrated body prop, the SR-4016 will reduce the installation time in your shop by at least 10-15%! The new SR-4016 can be used for both HR520 and HR540 applications, reducing your inventory!

- Available with single or double acting electric pump or direct mount gear pump
- Mounting height: 9.6 inches

*Test results assume all recommended maintenance is adhered to.



ACCESSORIES

A COMPLETE LINE UP



Tailgate Bumpers



Pintle and Receiver Hitch Plates



Two Rung Ladder



Coal Chutes

Other Accessories Available:

- Spreader Aprons
- LED Lights

Rugby products feature light locations that may assist the installer in meeting FMVSS / CMVSS 108.

Rugby Manufacturing is the world's leading designer and manufacturer of Class 3-5 dump bodies, landscape bodies, platforms, hoists and related truck equipment & accessories. With more than 4 decades of experience, Rugby dump bodies and hoists are precision engineered and manufactured to perform! Rugby is committed to delivering product design innovation, superior quality and unrivaled service. And with each body and hoist backed by a 3-year warranty, nothing compares to Rugby!

Commitment to Quality

Today's marketplace demands quality products and competitive pricing. We work hard at Rugby to comply with your needs. Our reputation since 1969 has been one of quality production and we won't change. You deserve and demand what we are committed to, the best.



RUGBY MANUFACTURING

Rugby, ND • 701-776-5722 • FAX 701-776-6235

www.rugbymfg.com • E-mail sales@rugbymfg.com

a  **TBEI** company
TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.

Sold by:

State of Oregon



PRICE AGREEMENT WITH

Northside Ford Truck Sales, Inc.

FOR

Ford Brand Vehicles
Price Agreement # 1656

This Price Agreement ("Agreement") is between the State of Oregon (the "State"), acting by and through its Department of Administrative Services Procurement Services ("DAS PS" or "Agency") and Northside Ford Truck Sales, Inc., a Delaware Corporation ("Contractor").

Section 1 – Agreement

1.1 Parties

- 1.1.1 The only parties to this Agreement are Contractor and DAS PS.
- 1.1.2 Authorized Purchasers may purchase goods and related services specified in Exhibit A ("Goods") by issuing ordering instruments that create and become part of separate contracts ("Contracts"). The only parties to Contracts created by ordering instruments are the applicable Authorized Purchaser and Contractor. DAS PS is an intended beneficiary of each Contract created by an ordering instrument.
- 1.1.3 As used in this Agreement, "Authorized Purchaser" means: State agencies of Oregon, Oregon Cooperative Procurement Program ("ORCPP") participants and authorized members to the State of Washington Master Contracts Usage Agreement (MCUA). Contractor may be required to obtain manufacturer authorization prior to an MCUA member's purchase of Goods under this Agreement.

1.2 Ordering Instrument

- 1.2.1 Authorized Purchasers may order Goods during the Term of this Agreement using an ordering instrument:
 - a) Authorized Purchasers who are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Price Agreement for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Authorized Purchasers who are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval as required.
 - b) Authorized Purchasers that are agencies of the State of Oregon may use either of the following as ordering instruments: i) the DAS PS approved purchase order form. Exhibit B is a sample DAS PS approved purchase order form; or ii) an electronic ordering method when the Authorized Purchaser is using a Small Purchase Order Transaction System (SPOTS) card. Unless expressly

- authorized by DAS PS in writing, Contractor shall not accept a different type of ordering instrument from a State agency.
- c) Authorized Purchasers that are not agencies of the State of Oregon may use their own purchase order forms as ordering instruments.
 - d) To be effective, the ordering instrument must specify all of the following:
 - i) Language stating that the ordering instrument is submitted under this Agreement (and include the Agreement reference number from the Agreement coversheet).
 - ii) The specific Goods and quantity of each item ordered.
 - iii) The net price.
 - iv) The requested delivery schedule.
 - v) The delivery location(s).
 - vi) The invoicing address.
 - vii) The Authorized Purchaser's authorized representative and relevant contact information, including an e-mail address or fax number.
- 1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Agreement. Additional, different or conflicting terms and conditions in any purchase order or any other form of either an Authorized Purchaser or the Contractor may not vary the terms of a Contract. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.
- 1.2.3 Contractor shall accept ordering instruments from Authorized Purchasers that comply with the provisions of this Agreement until this Agreement terminates.
- 1.2.4 An ordering instrument is deemed accepted by Contractor unless Contractor rejects an ordering instrument within three (3) business days after it is received. Contractor may reject an ordering instrument: i) using the same means as were used to deliver the ordering instrument, or ii) by e-mail if the email address is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.
- 1.2.5 Accepted ordering instruments establish separate Contracts between the Authorized Purchaser and Contractor and include the terms set forth in Sections 2 and 3. As used in the Contracts, "Price Agreement" means this Agreement.
- 1.2.6 DAS PS is not obligated or liable under an ordering instrument unless DAS PS is purchasing Goods as the Authorized Purchaser.
- 1.2.7 Nothing in this Agreement obligates any Authorized Purchaser to place any ordering instrument or to purchase any Goods.

- 1.2.8 Contractor shall reject an ordering instrument from any entity that is not an Authorized Purchaser under this Agreement. Contractor may verify that Authorized Purchasers are ORCPP participants at the following address:

<https://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx>

Contractor may verify that Authorized Purchasers are MCUA members at the following address:

<https://apps.des.wa.gov/DESContracts/Home/MCUAListing>

- 1.2.9 Contractor shall reject an ordering instrument that does not meet the requirements of this Agreement.

1.3 Prices

- 1.3.1 Except as provided in this Section, during the Term of this Agreement, Contractor shall offer Goods to Authorized Purchasers at prices that do not exceed the prices listed in Exhibit A. The pricing for this Agreement is in U.S. dollars.

- 1.3.2 Contractor and an Authorized Purchaser may agree to lower prices for Goods. Those lower prices apply only to applicable Contracts between Contractor and Authorized Purchaser.

- 1.3.3 Contractor shall subtract from percentages or prices charged to Authorized Purchasers any unit price decrease that has been achieved or gained by the Contractor, whether through the manufacturer or otherwise. Contractor shall give Authorized Purchasers the immediate benefit of the decrease. Contractor shall promptly notify the DAS-PS Contract Administrator ("Contract Administrator") of the amount and effective date of the decrease.

- 1.3.4 Either party to this Agreement may request a price adjustment, or an adjustment to the discount percentage, for some or all of the Goods, subject to Section 1.3.5 below.

- 1.3.5 Contractor may request unit price increases from DAS PS following the first year of the term of the Contract, but no more than once in any 12-month period. Contractor must submit a request to the Contract Administrator in writing at least 60 days before the proposed effective date of the increase, or at such other time as specified by the Contract Administrator for submittal of the request. The request must show all proposed increases by line item and include supporting documentation acceptable to DAS PS. DAS PS may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or

Consumer Price Index data, published MSRP or any other relevant manufacturer or industry data substantiating the increase.

- 1.3.6 Discontinued Goods may be subtracted and new Goods meeting or exceeding the RFP specifications may be added throughout the term of this Agreement. Goods may be adjusted upon both parties' approval in writing, without a signed amendment to this Agreement. All adjustments will be included on a revised Exhibit A.

1.4 Contractor Reporting and Payment Requirements

Contractor will be required to submit Volume Sales Reports and Vendor Collected Administrative Fees.

1.4.1. Volume Sales Reports

Pursuant to the process defined by DAS PS found at: <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Volume Sales Report ("VSR") to DAS PS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the applicable quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS PS, **Contractor shall submit the VSR on a monthly basis, VSR due date to be determined by DAS PS.**

The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS PS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the reporting period, a report must be submitted stating "***No Sales for the Reporting Period***".

1.4.2. Vendor Collected Administrative Fee

Pursuant to the process defined by DAS PS and published at <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Vendor Collected Administrative Fee ("VCAF"), as directed by DAS PS. The VCAF is a charge equal to one percent (1%), not to exceed a total of \$325 per vehicle, of Contractor's gross total sales, less any credits, made to Authorized Purchasers during the reporting period.

1.5 Term of Agreement

- 1.5.1 The initial term of this Agreement begins on the later of May 1, 2021 or the date this Agreement has been signed by DAS PS and Contractor and all required approvals have been obtained (the "Effective Date") and expires two (2) years after the Effective Date unless sooner terminated or extended as provided in this Agreement. DAS PS has the option to extend this Agreement for one or more additional 1-year terms, provided that the initial term, together with all extensions, shall not exceed a total of five (5) years. DAS PS may exercise these options to extend by giving Contractor written notice of such exercise no later than 30 calendar days before the expiration of the then current term. The initial term, together with all extension terms are collectively referred to herein as the "Term" of this Agreement.
- 1.5.2 Notwithstanding the foregoing, DAS PS reserves the right in its sole discretion to extend the Agreement for a maximum of one (1) calendar month beyond the end of any term. DAS PS shall notify Contractor in writing of the one (1) month extension. Consecutive one (1) month extensions obtained under this Section 1.5.2 are not allowed.
- 1.5.3 After termination or expiration of this Agreement, Contractor shall not accept new ordering instruments.
- 1.5.4 Termination of this Agreement also terminates "blanket" ordering instruments in which the Contractor is not required to deliver specific quantities of Goods at specific times. The intent of this paragraph is to terminate what is commonly known as blanket purchase orders (orders that may contain details of the Goods, but under which actual sales of Goods are made by periodic releases that specify a date for delivery of specific Goods).
- 1.5.5 Except as provided in Section 1.5.4, termination of this Agreement does not terminate any right or obligation of a party to a Contract that is based on an ordering instrument that was accepted before termination of this Agreement, for non-recurring deliveries of Goods.
- 1.5.6 DAS PS may, in its sole discretion, terminate this Agreement upon 30 calendar days' written notice to Contractor for any or no reason.

1.6 Insurance

Contractor shall obtain insurance specified in Exhibit C and shall maintain the insurance until all Contracts under this Agreement are terminated.

1.7 Miscellaneous

- 1.7.1 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- 1.7.2 Designation of Forum and Consent to Jurisdiction. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- 1.7.3 Amendments. Unless otherwise defined in this Agreement, no amendment of this Agreement is valid unless it is in writing and signed by the parties.
- 1.7.4 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of DAS PS. DAS PS' consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided, their permitted legal successors and assigns.
- 1.7.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.
- 1.7.6 Force Majeure. Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. DAS PS may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement within an acceptable time period. In the event of any such delay, Contractor's obligations are suspended to the extent of and for the duration of such causes. However, Contractor shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of

Contractor's obligations with all reasonable diligence. DAS PS, in its sole discretion, may extend the period for performance under this Agreement to enable Contractor, once such causes have been removed, to fulfill its obligations hereunder.

- 1.7.7 Entire Agreement. This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.
- 1.7.8 Notices. Except as otherwise expressly provided in this Price Agreement, any communications between the parties, or notices to be given under this Price Agreement, are effective only if given in writing or by personal delivery, email or United States Postal Service, postage prepaid, to the Contract Administrator for Contractor or DAS-PS, as applicable, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.
- 1.7.9 No Third Party Beneficiaries. DAS PS and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 1.7.10 Waiver. The failure of DAS PS to enforce any provision of this Agreement or the waiver of any violation or nonperformance of this Agreement in one instance does not constitute a waiver by DAS PS of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such a failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.
- 1.7.11 Certification of Compliance with Tax Laws. Contractor has complied with the tax laws of this State and all applicable tax laws of political subdivisions of this State. Contractor shall, throughout the duration of this Agreement and any Contract and any extensions thereof, comply with all tax laws of this State and all applicable tax laws of any

political subdivision of this State. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this State that applied to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Any failure to comply with the provisions of this subsection 1.7.11 constitutes a material default of this Agreement and any Contract. Any failure to comply entitles DAS PS or Authorized Purchaser to terminate this Agreement or any Contract, as applicable and to pursue and recover any and all damages that arise from the default and the termination of this Agreement or any Contract, and to pursue any or all of the remedies available under this Agreement or any Contract, at law, or in equity, including but not limited to:

- Termination of this Agreement or any Contract, as applicable, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's or Authorized Purchaser's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DAS PS or Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default of this Agreement or any Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods, services and applications.

1.7.12 Recycled Products. DAS PS' performance under this Agreement is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated into this Agreement by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

1.7.13 Records Archiving. Contractor shall retain, maintain and keep accessible all records relevant to this Price Agreement (the "Records")

for a minimum of six (6) years, or such longer period as may be required by applicable law following termination of this Agreement. Such period shall be further extended until the conclusion of any audit, controversy or litigation commenced during such period and arising out of or related to this Agreement or any Contract. Financial Records must be kept in accordance with Generally Accepted Accounting Principles. During the record-retention period established in this Section, Contractor shall permit DAS-PS, the State of Oregon and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

- 1.7.14 Performance Evaluations. DAS PS may conduct evaluations of Contractor's performance during the term of this Agreement. DAS PS will compile and maintain completed evaluations, which will become a written record of Contractor's performance. DAS PS may also maintain as part of that written record information obtained from Contractor during an exit interview following Contract termination. DAS PS may provide copies of any documents in the written record to the Contractor and third parties upon request. DAS PS may use performance evaluations in any way it deems necessary, in its sole discretion, including but not limited to making responsibility determinations and decisions to award contracts.
- 1.7.15 Reporting. This Agreement and Contract(s) of Authorized Purchasers who are State agencies will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Agreement or any Contract or (ii) exercising a right of setoff against Contractor's compensation under this Agreement or any Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.
- 1.7.16 Survival: All rights and obligations cease upon termination or expiration of this Price Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination, including without limitation this Section 1.7.16, and provisions regarding warranties and liabilities, independent Contractor status and taxes and withholding, compensation, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

Section 2 – Standard Terms for Contracts Under This Agreement

- 2.1 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** The Contract consists of the ordering instrument and the provisions in Sections 2 and 3 of the Price Agreement. In the event of a conflict between the ordering instrument and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.
- 2.2 PAYMENT:** Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under this Contract. **AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT.** Subject to Authorized Purchaser's acceptance of Goods, payment is due from Authorized Purchaser within 45 calendar days after the date of the invoice.
- 2.3 OVERDUE CHARGES:** At Contractor's option, it may assess overdue account charges to Authorized Purchaser up to a maximum rate of two-thirds of one percent per month (8% per annum).
- 2.4 PAYMENT ADDRESS:** Payments must be sent to the address specified in the Contractor's invoice.
- 2.5 INVOICES:** Contractor shall invoice Authorized Purchaser only after delivery of all Goods ordered. Invoices shall be sent to the address provided by Authorized Purchaser for that purpose. Contractor shall include all of the following in its invoice:
- 2.5.1. Price Agreement number.
 - 2.5.2. Ordering instrument number.
 - 2.5.3. Goods ordered.
 - 2.5.4. Date delivered.
 - 2.5.5. Volume or quantity of Goods delivered.
 - 2.5.6. The price per item.
 - 2.5.7. The total amount invoiced.
 - 2.5.8. The address to which payment is to be sent.
 - 2.5.9. Additional Taxes (e.g. privilege or vehicle use tax and corporate activity tax) (determined based on the state of purchase)
- 2.6 PRICES:** Contractor represents that all prices for Goods under this Contract are equal to or better than the prices listed in the Price Agreement.
- 2.7 CANCELLATION; INSPECTIONS AND ACCEPTANCE:** The Authorized Purchaser may cancel an order in whole or in part before Goods described in the cancelled whole or part are delivered. The Authorized Purchaser has ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, the

Authorized Purchaser shall provide Contractor with written notice of rejection. Notice of rejection must include itemization of apparent defects, including but not limited to (i) discrepancies between the Goods and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise nonconforming Goods (including late delivery). If the Authorized Purchaser elects to provide Contractor an opportunity to cure the defects, notice of rejection must also specify such opportunity to cure, and the time period in which such cure must be completed.

2.7.1. The Authorized Purchaser may elect to have Contractor deliver substitute conforming Goods at no additional cost to the Authorized Purchaser. In such an event, Contractor shall deliver substitute conforming Goods within ten (10) calendar days of receipt of notice of rejection.

2.7.2. If the Goods are rejected or acceptance is revoked, Contractor shall refund any Contract payments that have been made with regard to the rejected Goods, and shall (at Contractor's sole cost and expense) remove the Goods within seven (7) calendar days of receiving notice of rejection or revocation of acceptance.

2.7.3. Nothing contained in Section 2.7 precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection or revocation of acceptance.

2.8 REPRESENTATIONS AND WARRANTIES:

2.8.1. **OFFICER STATUS, INSURANCE:** Contractor represents and warrants that it is not an "officer," "employee," or "agent" of the Authorized Purchaser, as those terms are used in ORS 30.265. Contractor represents and warrants that Contractor has obtained and will maintain during the term of this Contract all insurance required by the Price Agreement.

2.8.2. **WARRANTY ON MATERIALS, DESIGN AND MANUFACTURE:** Unless otherwise approved, in writing, by the Authorized Purchaser, Contractor represents and warrants that all Goods are new, unused, current production models, and are free from defects in materials, design and manufacture. Contractor further represents and warrants that all Goods are in compliance with and meet or exceed all specifications in Exhibit D to the Price Agreement.

2.8.3. **WARRANTY ON SERVICE STANDARDS:** Contractor warrants that all services required to be performed, if any, shall be performed in a good

and workmanlike manner in accordance with the highest standards prevalent in the industry.

2.8.4. **WARRANTY OF TITLE:** Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, that Contractor has full legal title to the Goods, and that no other person or entity has any right, title or interest in the Goods that is superior to or infringes upon the rights granted to the Authorized Purchaser under this Contract.

2.8.5. **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration ("OSHA"), and all Oregon safety and health requirements, including, but not limited to, those of the Oregon Consumer and Business Services Department.

2.8.6. **MANUFACTURER WARRANTIES:** Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchaser, and provide warranty documents to the Authorized Purchaser, at time of delivery at no charge.

2.8.7. **WARRANTIES CUMULATIVE:** The warranties set forth in this Section 2.8 are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties provided in this Contract are cumulative, and are intended to afford the Authorized Purchaser the broadest warranty protection available.

2.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

2.9.1 **LAWS AND REGULATIONS:** Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as they may be adopted or amended from time to time.

2.9.2 **STATUTORY TERMS:** Authorized Purchaser's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

2.9.3 NONCOMPLIANT GOODS: In the event of a conflict between the specifications in this Contract and applicable federal or State law, the law will prevail. Contractor shall make any modifications required to achieve compliance with law. When Contractor is notified or becomes aware of any required modifications, Contractor shall immediately notify DAS PS and Authorized Purchaser.

2.9.4 RECALLED GOODS OR COMPONENTS: In the event any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall immediately notify DAS PS, and the Authorized Purchaser of the recall or non-compliance, and shall provide copies of the notice or other documentation. Upon notification, Authorized Purchaser may elect to do any of the following:

- a) Reject the Goods.
- b) Revoke its acceptance of the Goods.
- c) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to the Authorized Purchaser.
- d) Terminate the Contract in its entirety or with respect to the recalled or noncompliant Goods.

In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods at its sole cost and expense, and shall reimburse Authorized Purchaser for any payments made.

2.10 FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue ("ODR") all information required by the ODR relative to the Contract. Authorized Purchaser may withhold final payment under the Contract until Contractor has met this requirement.

2.11 SAFETY DATA SHEET: Contractor shall provide the Authorized Purchaser at time of delivery with a Material Safety Data Sheet ("SDS") as defined by the OSHA for any Goods provided under the Price Agreement that may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods. Additionally, Contractor shall deliver EPA labels and MSDS information if available and as requested by Authorized Purchasers.

- 2.12 TIME IS OF THE ESSENCE:** Time is of the essence for performance of Contractor's performance obligations under this Contract.
- 2.13 FORCE MAJEURE:** Neither Authorized Purchaser nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Authorized Purchaser may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract within an acceptable time period.
- 2.14 RESERVED**
- 2.15 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS:** If Authorized Purchaser is an agency of the State of Oregon or another governmental body, payment obligations under this Contract are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under this Contract.
- 2.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:**
- 2.16.1 Contractor is an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for the Goods and (ii) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.
- 2.16.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

2.17 INDEMNIFICATION:

- 2.17.1 Contractor shall defend, save, hold harmless, and indemnify the Authorized Purchaser, the State of Oregon and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, "claim") which may be brought or made against any Authorized Purchaser, the State, or their agents, officials, employees and arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Contractor, its employees or agents, (ii) any act or omission by Contractor that constitutes a material default of this Contract, including without limitation any breach of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the Goods. Authorized Purchaser or the State shall promptly notify Contractor in writing of any claim of which Authorized Purchaser or State becomes aware. Contractor's obligation under this Section shall not extend to any claim solely caused by (i) the negligent or willful misconduct of Authorized Purchaser, or (ii) Authorized Purchaser's modification of Goods without Contractor's approval and in a manner inconsistent with the purpose and proper usage of such Goods.
- 2.17.2 The Oregon attorney general must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State or its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of the State, its officers, employees or agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and that of its officers, employees, or agents under clauses (i) and (ii) above.

2.18 DEFAULT:

2.18.1 **BY CONTRACTOR:** Contractor is in default under this Contract if:

- a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under this Contract; or

- c) Contractor commits any default of any covenant, representation, warranty, obligation or certification under this Contract, provided however that Contractor may cure the default within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the default is curable by Contractor within an acceptable time period.

2.18.2 BY AUTHORIZED PURCHASER: Authorized Purchaser is in default of this Contract if:

- a) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Contract, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice of such failure or such longer period as Contractor may specify in such notice; or
- b) Authorized Purchaser commits any default of any covenant, warranty, or obligation under this Contract and such default is not cured within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice.

2.19 REMEDIES:

2.19.1 AUTHORIZED PURCHASER'S REMEDIES: If Contractor is in default under Section 2.18.1, in addition to the remedies afforded elsewhere in this Contract, the Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- a) Termination of the Contract as provided in Section 2.20.2;
- b) Withholding all monies due for invoiced Goods or services that Contractor has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and
- d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty to Authorized Purchaser.

These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2.19.2 CONTRACTOR'S REMEDIES: If Authorized Purchaser terminates this Contract, or if Authorized Purchaser is in default under Section 2.18.2 and whether or not Contractor elects to exercise its right to terminate this Contract under Section 2.20.3, Contractor's sole remedy is: (a) A claim against Authorized Purchaser for the unpaid purchase price for Goods delivered and accepted by Authorized Purchaser, (b) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked but not yet billed and authorized expenses for services completed and accepted by Authorized Purchaser, and (c) with respect to deliverable-based services, a claim for the sum designated for completing the deliverable multiplied by the percentage of services completed and accepted by Authorized Purchaser, less previous amounts paid and any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

2.20 TERMINATION:

2.20.1 BY MUTUAL CONSENT: This Contract may be terminated at any time by mutual written consent of Authorized Purchaser and Contractor.

2.20.2 RIGHTS OF AUTHORIZED PURCHASER. Authorized Purchaser may, at its sole discretion, terminate this Contract or other ordering instrument for convenience with thirty (30) days' written notice. Authorized Purchaser may terminate this Contract immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (a) Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way so as to prohibit either the purchase of the Goods by Authorized Purchasers under the Price Agreement or Authorized Purchaser's payment for such Goods from the planned funding sources; or (c) Contractor is in default of this Contract under Section 2.18.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by Authorized Purchaser.

2.20.3 RIGHTS OF THE CONTRACTOR: Contractor may terminate this Contract with ten (10) days' written notice to Authorized Purchaser, if Authorized Purchaser is in default of this Contract as described in Section 2.18.2.

2.21 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to this Contract (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles ("GAAP"). During the record-retention period established in this Section, Contractor shall permit DAS PS, the Authorized Purchaser, their duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

2.22 NOTICES: Except as otherwise expressly provided in this Contract, any communications between the parties, or notices to be given under this Contract, are effective only if given in writing by personal delivery, email or United States Postal Service, postage prepaid, to the party's authorized representative. For Authorized Purchaser, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the ordering instrument or as later indicated by Authorized Purchaser pursuant to this Section. For Contractor, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the Price Agreement or as later indicated by Contractor pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.

2.23 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS: The parties acknowledge and agree that other than designation of order quantities, types of Goods, delivery destination, dates of order, and scheduled delivery of other performance, any purchase orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm an order of Goods under this Contract and that no other terms or conditions contained in those documents are of any force or effect or are binding upon the parties.

2.24 GOVERNING LAW: This Contract is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.25 VENUE; CONSENT TO JURISDICTION:

2.25.1 STATE OF OREGON CONTRACT VENUE; CONSENT TO

JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between an Authorized Purchaser that is an agency of the State of Oregon and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.25.2 NON STATE OF OREGON CONTRACT VENUE; CONSENT TO

JURISDICTION: Any Claims between Contractor and an Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such Authorized Purchaser resides, or at the Authorized Purchaser's option, within such other county as the Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such Authorized Purchaser resides. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.26 SURVIVAL: The following provisions survive termination or expiration of this Contract: Sections 2.8, 2.9.1, 2.9.4, 2.16, 2.17, 2.18, 2.19, 2.21, 2.23, 2.24, 2.25, 2.26; the paragraph in Exhibit C bearing the caption "TAIL COVERAGE"; and any other provision that by its nature would reasonably be expected to survive termination or expiration.

- 2.27 SEVERABILITY:** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 2.28 ASSIGNMENTS, SUBCONTRACTS, AND SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Authorized Purchaser. Further, no such written approval shall relieve Contractor of any obligations under the Contract, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of this Contract are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 2.29 MERGER CLAUSE; AMENDMENT; WAIVER:** This Contract constitutes the entire agreement between Contractor and Authorized Purchaser on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject matter of this Contract. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the Authorized Purchaser to enforce any provision of this Contract is not a waiver by Authorized Purchaser of that or any other provision.
- 2.30 INTENDED BENEFICIARY.** DAS PS is an intended beneficiary of this Contract. However, the parties to this Contract may modify the ordering instrument or terminate this Contract without the consent of DAS PS.
- 2.31 ASSIGNMENT OF ANTITRUST RIGHTS.** Contractor irrevocably assigns to the State Of Oregon any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Agreement to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Agreement, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

Section 3 – Special Terms for Contracts under this Agreement

- 3.1 CONTRACTOR CERTIFICATIONS:** If Contractor offers Goods under the Price Agreement, Contractor shall maintain its status as a manufacturer-authorized product reseller for the Goods throughout the Term of the Price Agreement. If Contractor offers installation and/or maintenance services under this Price Agreement, Contractor shall maintain its status as a manufacturer-authorized service provider. If any required status is discontinued, this Contract may be terminated.
- 3.2 SELECTION PROCESS:** This is not an exclusive agreement. DAS PS intends to award multiple Price Agreements and Participating Addenda for the Goods and services offered under this solicitation. Authorized Purchasers who are State of Oregon Agencies must follow the selection process outlined below. Authorized Purchasers who are **not** State of Oregon Agencies may select the Contractor of Authorized Purchaser's choice in compliance with applicable statute and rules.
- 3.2.1 For purchases under \$10,000, Authorized Purchasers who are State Agencies may select the Contractor of their choice in compliance with applicable statute and rule.
- 3.2.2 For purchases over \$10,000 Authorized Purchasers who are State Agencies shall use one of the following selection processes:
- a) **Brand Name Justification** - A documented brand name justification in compliance with applicable statutes and rules.
 - b) **Best Value Analysis** - Authorized Purchaser may conduct a comparison of the offers based upon the following best value analysis process;
 - i. Determine category of need, if more than 3 Contractors offer Goods and services in the category of need, contact at least 3 Contractors and request a quote for the anticipated Goods and services. If 3 or less Contractors offer Goods and Services in category of need, contact all Contractors that provide Goods and services in the category of need and request a quote for anticipated Goods and services. Quoted rates must not exceed the most competitive rates and discounts set forth in this Price Agreement. Authorized Purchaser may provide a deadline for quote response to Contractor.
 - ii. Determine which Contractor and Authorized Dealer provides the best value for Authorized Purchaser. Some or all of the following factors may be used in the Authorized Purchaser's determination of best value (additional factors not listed may also be used) :
 - Applicable discounts and incremental pricing options;
 - Shipping costs;
 - Manufacture timelines;

- Delivery process;
 - Maintenance and repair service levels;
 - Applicable warranties;
 - Contractor's past performance record through reference checks;
 - Contractor's service area;
 - Price comparison
 - Life cycle costing including expected life, salvage value and discounted total cost of ownership.
- iii. Negotiate with one or more Contractors to gain the best value for the desired Goods and services.
- iv. Authorized Purchasers may make award decisions based on price alone, or may also take value and technical and past performance considerations into account.
- c) Document Authorized Purchasers procurement files describing the process, considerations, findings, and decisions used for determining the Contractor selected through the Best Value Analysis.
- 3.3 DELIVERY CHARGES:** For all orders, FOB destination delivery costs up to 60 miles from dealership shall be paid by the Contractor. Additional delivery charges for delivery beyond 60 miles must be based on delivery cost outlined in Exhibit A.
- 3.4 ADVANCE PAYMENT PROHIBITED:** No advance payment shall be made for the Goods or services furnished by Contractor pursuant to this Contract.
- 3.5 NOTICE OF ORDER SHORTAGES:** Contractor shall notify Authorized Purchaser within twenty-four (24) hours of receiving notice that ordered Goods or services will not be available for shipment or scheduling on the scheduled delivery day. This includes a notice to Authorized Purchaser whenever a particular Good will be short-shipped. Notice of unavailability for services or projected short-shipment of Goods will not eliminate Authorized Purchaser's right to pursue all available remedies.
- 3.6 UNAUTHORIZED WORK:** Goods or services provided without or prior to receipt of written authority (i.e. without a Purchase Order duly issued under the Price Agreement) will be considered unauthorized and may not be paid for by Authorized Purchaser.
- 3.7 PRICE QUOTES:** Contractor price quotes will be considered a firm offer (or maximum price) for a set time period of 90 days after issuance. Upon any negotiations with an Authorized Purchaser, Contractor will update the quote, or provide a new "not-to-exceed" final price quote for desired Goods and Services prior to Authorized Purchaser placing an order. Price Quotes must include all costs, including but not limited to, additional options, taxes (including privilege tax and corporate activity or vehicle use tax for State of Oregon), fees, and delivery and registration costs.

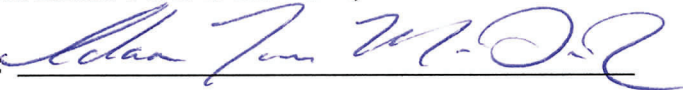
Section 4 – Signature of Contractor’s Duly Authorized Representative

4.1 The undersigned represents:

- (a) Signee is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Contractor;
- (b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Agreement;
- (c) Contractor will furnish the Goods in accordance with Contracts under this Agreement; and
- (d) Contractor shall furnish federal identification number or social security number under a separate document.
- (e) All Contractor affirmations contained in its bid or proposal related to this Agreement are true and correct.
- (f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.
- (g) Contractor has a written policy and practice that meets the requirements, described in ORS279A.112, of preventing sexual harassment, sexual assault, and discriminating against employees who are members of a protected class. Contractor agrees, as a material term of the Price Agreement, to maintain the policy and practiced in force during the entire Price Agreement term.
- (h) Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
- (i) Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor’s compliance with this Section constitutes a material element of this Price Agreement and a failure to comply constitutes a default that entitles Agency to terminate this Price Agreement for cause.
- (j) Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.

Agreed:

Contractor's Name: Northside Ford Truck Sales, Inc.

Authorized Signature: 

Printed Name of Authorized Signature: Adam Mc Donough

Title of Authorized Signature: GM

Date: 4/22/21

Contractor Administrative Contact (also referred to as Contract Administrator):

Name	Sharon Tucker
Address	6221 NE Columbia Blvd. Portland, OR 97218
Telephone	(503) 493-5562
E-mail	stucker@northside trucks . com

Section 5 – Signature of DAS PS

Agreed:

Authorized Signature: Darwin Kumpula Digitally signed by Darwin Kumpula
Date: 2021.04.23 10:46:30 -07'00'

Date: 4/23/21

DAS PS Contract Administrator (Type or Print):

Name	Brent Lutz
Address	1225 SE Ferry Street, Salem, OR 97301
Telephone	(971) 719-3436
E-mail	brent.l.lutz@oregon.gov

Legal Review:

Approved pursuant to ORS 291.047

Approved by Marc S. Bocci, Senior Assistant Attorney General

Per email dated

Exhibit B

		STATE OF OREGON		PURCHASE ORDER (PO) NO.		PAGE #
Authorized Purchaser's Authorized Representative			Purchase Order Date		Requisition No.	
Contractor Name and Address				Authorized Purchaser's Invoicing Address		
Contractor FEIN		Price Agreement number		Authorized Purchaser's Authorized Representative Email Address		
Deliver to Address				Authorized Purchaser's Authorized Representative Phone and Fax Number		
				Delivery Schedule or Delivery Date		
Item	Description	Quantity	U/M	Unit Price	Net Price	
				Sub Total		
				Freight		
				Total		
This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon Solicitation # DASPS-2295-20 and Price Agreement #1656. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.						
Agency's Authorized Representative to Make Purchase				Date		

Exhibit C

INSURANCE REQUIREMENTS

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit C prior to performing under this Price Agreement and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than **\$2,000,000** per occurrence. Annual aggregate limit shall not be less than **\$4,000,000**.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than **\$2,000,000** for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Price Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

SPECIFICATIONS

1. GENERAL PROVISIONS:

- 1.1 **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be interpreted as requiring that Contractor shall perform to only the best commercial practice and that Contractor shall supply and incorporate into Goods only materials and workmanship of first quality. However, if any omitted specification results in ambiguity as to material characteristics of the Goods, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, and Contractor failed to seek a formal request for change during the solicitation process for the Agreement, then Contractor shall be required to provide Goods meeting the Authorized Purchaser's needs with regard to any omitted specification.
- 1.2 **ADHERENCE TO THE SPECIFICATIONS:** Deviations from specifications discovered after purchase shall be corrected by Contractor at no cost to the Authorized Purchaser.

2. SPECIFICATIONS:

Specifications below provide a minimum requirement.

- 2.1 All Base Model Vehicles must include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications. All Vehicle Base Models must include two (2) sets of keys and all user manuals.
- 2.2 Additional equipment packages, factory installed options and aftermarket options may also be offered. Cab and Chassis optional Body Upfit may also be offered. Contractor shall provide all sub-contractors for Body Upfits to DAS PS.
- 2.3 All required installation services must be completed by the manufacturer or a manufacturer authorized installer and Contractor must certify completed vehicle conforms to all Federal Motor Vehicle Safety Standards ("FMVSS") and all body modifications must have National Highway Traffic Safety Administration ("NHTSA") certification.
- 2.4 Unless otherwise DAS PS approved, all Vehicles must be no older than 1 year beyond the current Manufacturer's model year, new and unused, free of damage, rust and other defects that may affect appearance or serviceability.
- 2.5 All Vehicles must comply with all federal and State laws, requirements, and regulations applicable to the type and class of Vehicles and contractual services. This includes, but is not limited to, FMVSS, Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State laws, requirements, and regulations. In addition, if any applicable federal or State legislation becomes effective during the term of the Contract regarding the Goods and related services, including but not limited to requirements concerning specifications and safety, and environmental requirements, those requirements shall immediately become a part of the Agreement and each Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor shall contact the Contract Administrator immediately.
- 2.6 Vehicles must not contain Dealer's advertising or identification (name, logos, etc.) including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their components. Manufacturer's advertising or identification (name, model, logos, etc.) will be permitted on the respective Vehicles if such

advertising or identification is a Manufacturer's standard on the specific Vehicle.

- 2.7 Acceptable Vehicle fuel and alternative fuel options include gasoline (E-10), diesel, bio-diesel, natural gas (compressed or liquefied), ethanol flex fuel (E-85), liquefied petroleum gas, Hydrogen Fuel Cell Electric Hybrid, Plug-in Hybrid Electric and Plug-in Electric Vehicle. Additional fuel options may be accepted upon DAS PS approval.

Amendment No. 3 to 1656

This is Amendment No. 3 ("Amendment") to Contract 1656, effective April 23, 2021, as amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services ("DAS PS"), and Northside Ford Truck Sales, Inc. ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

1. Amendment No. 1 added Section 1.3.7 to the Price Agreement.
2. Amendment No. 2 extended the term of the Price Agreement by one (1) year, in accordance with Section 1.5 Term of Agreement.
3. The purpose of this Amendment is to extend the term of the Price Agreement by one (1) year, in accordance with Section 1.5 Term of Agreement, and to increase the dollar thresholds listed in Sections 3.2.1 and 3.2.2.

AMENDMENT

The parties agree:

1. The Price Agreement is amended as follows:
 - 1.1. Per the terms listed in Section 1.5 of the Price Agreement, the Price Agreement is amended to extend the termination date for (1) one year and will expire **April 30, 2025**.
 - 1.2. Section 3.2 of the Contract is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strike through~~):
 - 3.2.1 For purchases under **\$25,000** ~~\$10,000~~, Authorized Purchasers who are State Agencies may select the Contractor of their choice in compliance with applicable statute and rule.
 - 3.2.2 For purchases over **\$25,000** ~~\$10,000~~, Authorized Purchasers who are State Agencies shall use one of the following selection processes:
2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of this state.
3. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within 30 calendar days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
4. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Price Agreement, Contractor shall maintain, throughout the duration of this Price Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.
5. Except as expressly amended above, all other terms and conditions of the Price Agreement, including as previously amended, are still in full force and effect. Contractor certifies that the representations,

warranties, and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.

6. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:
- 6.1. The number set forth in the Price Agreement is Contractor correct taxpayer identification number; and
- 6.2. Contractor is not subject to backup withholding because:
- 6.2.1. Contractor is exempt from backup withholding,
- 6.2.2. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
- 6.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- 6.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
- 6.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and
- 6.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
- 6.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- 6.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- 6.4. In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Signatures:

Contractor: Northside Ford Truck Sales, Inc.

Signature: Sharon Tucker Date: 03/28/2024

Printed Name, Title: Sharon Tucker, Fleet Sales

Federal Tax ID: 93-0611732 Oregon Tax ID: 0202144-9

State of Oregon, by and through its Department of Administrative Services, Procurement Services:

Signature: Brent Lutz Digitally signed by Brent Lutz
Date: 2024.03.28 18:38:53 -07'00'
Adobe Acrobat version: 2024.001.20604 Date: 3/28/24

Printed Name, Title: Brent Lutz, Procurement Services Manager

Approved for legal sufficiency pursuant to ORS 291.047 and OAR 137-045-0030:

Signature: Exempt Date:

Matter: N/A



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** January 15, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.d. - Purchase of Public Works Sewer and Storm Division Replacement Vehicle: 2025 Ford F-250 Traffic Control Truck

STAFF RECOMMENDATION:

Authorize the purchase of a 2025 Ford F-250 Traffic Control Truck, which replaces a 2002 Chevrolet 2500 Traffic Control Truck.

EXECUTIVE SUMMARY:

The Public Works Sewer and Storm Division is utilizing its Fleet Replacement Fund for the purchase of a 2025 Ford F-250 Traffic Control Truck. It replaces a 2002 Chevrolet 2500 Traffic Control Truck, which is up for replacement due to age and an outdated variable message board that does not meet Oregon Department of Transportation standards for traffic control on Hwy 99E and Hwy 213.

Once the 2025 Ford F-250 Traffic Control Truck is received, the old 2002 Chevrolet 2500 Traffic Control Truck will be sent to an auction and the money received will be deposited back into the Fleet Replacement Fund.

BACKGROUND:

Oregon City fleet purchases are managed through the Fleet Replacement Fund. Every year, each Public Works Division budgets a predetermined amount for transfer into the Fleet Replacement Fund. These transfers ensure there is adequate funding available when new, or replacement vehicles are scheduled for purchase.

The Traffic Control Truck is used by the Sewer and Storm Division throughout the city for traffic control and with the new variable message board it will also meet the ODOT requirements for traffic control on Hwy 99E and Hwy 213.

The purchase price of a 2025 Ford F-250 Traffic Control Truck is \$75,548.55 and is a scheduled and authorized expenditure within the fiscal year 2024-25 vehicle purchase plan. Purchasing a new truck with the FY 2024-25 biennial budget was planned and it is highly recommended to continue meeting the City's needs.

Once the 2025 Ford F-250 Traffic Control Truck is received, the old 2002 Chevrolet 2500 Traffic Control Truck will be sent to an auction and the money received will be deposited back into the Fleet Replacement Fund in the Sewer and Storm Division.

Public Works will contract with Northside Ford, under the State of Oregon Purchasing Agreement Number: 1656, for the purchase of a 2025 Ford F-250 Traffic Control Truck. Attached is a Sales Proposal, Brochure, Price Agreement, and Amendment No. 3 extending the expiration date to April 30, 2025.

There is adequate funding within the Fleet Replacement Fund to allow the Public Works Sewer and Storm Division to support and fund this new asset.

OPTIONS:

1. Approve Purchase of Public Works Sewer and Storm Division Replacement Vehicle: 2025 Ford F-250 Traffic Control Truck.
2. Approve Purchase of Public Works Sewer and Storm Division Replacement Vehicle: 2025 Ford F-250 Traffic Control Truck with Amendments.
3. Deny Purchase of Public Works Sewer and Storm Division Replacement Vehicle: 2025 Ford F-250 Traffic Control Truck and provide further direction.

BUDGET IMPACT:

Amount: \$75,548.55
Fiscal Year(s): 2024/25
Funding Source(s): Fleet Replacement Fund

2025 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 520 | Quote ID: OC25X2B

As Configured Vehicle

Code	Description	MSRP	Invoice
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Base Vehicle

X2B	Base Vehicle Price (X2B)	\$50,635.00	\$48,104.00
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Packages

600A	Order Code 600A	N/C	N/C
Includes: - Engine: 6.8L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift-G 10-Speed Automatic - Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road. - Wheels: 17" Argent Painted Steel - Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat - Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player - Includes 6 speakers. - SYNC 4 - Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.			

Powertrain

99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.			
X4M	Electronic-Locking w/4.30 Axle Ratio	\$430.00	\$392.00
68U	F-250 >10K GVWR Package	\$100.00	\$91.00

Wheels & Tires

TBM	Tires: LT245/75Rx17E BSW A/T	\$165.00	\$150.00
Spare may not be the same as road tire.			
64A	Wheels: 17" Argent Painted Steel	Included	Included
Includes painted hub covers/center ornaments.			

Seats & Seat Trim

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dan Hepler

City of Oregon City
Prepared by: SHARON TUCKER
12/10/2024



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |
972182995

2025 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 520 | Quote ID: OC25X2B

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included	Included

Other Options

164WB	164" Wheelbase	STD	STD
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i> <i>Includes:</i> <i>- SYNC 4</i> <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	Included	Included
67E	250 Amp Alternator (Gas)	\$85.00	\$78.00
52B	Trailer Brake Controller <i>Includes smart trailer tow connector.</i>	\$300.00	\$273.00
18B	Platform Running Boards	\$445.00	\$405.00
85G	Tailgate Step & Handle	\$375.00	\$342.00
85S	Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$595.00	\$542.00
43C	120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00	\$160.00
66S	Upfitter Switches (6) <i>Located in overhead console.</i>	\$165.00	\$150.00
87S	Retractable Bed Side-Step (Pre-Installed)	\$780.00	\$710.00
76C	Exterior Backup Alarm (Pre-Installed)	\$220.00	\$200.00

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty	N/C	N/C
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2025 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 520 | Quote ID: OC25X2B

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
	Requires valid FIN code.		
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>		

Emissions

425	50-State Emissions System	STD	STD
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Upfit Options

E149340	Message board and tool boxes	\$24,807.22	\$24,807.22
	<i>MODEL 1030F-4 LITESYS MESSAGE BOARD #PART NUMBER: 1030F-4/UV/AC/BR 1020/1030 Series Lower Bed/Rail Mount 3-Line (10" Character) full matrix vehicle changeable message sign. MUTCD Section 6F.60.15, Portable Changeable Message Sign 118lb, 12VDC Average: 7.14Ah, Peak: 12.2A SAE J551-4, 150kHz – 1000MHz -40°F to 185°F (-40°C to 85°C Communication Cable: 30'-50' Power Cable: 30'-50' Enclosure size.. 75" x 41" x 5" Matrix size 71.25" x 35.25" 24 Total (3 Rows x 8 Columns) 1152 Total (24 Rows x 48 Columns) ***KPC-3 controller** FREIGHT WICKUM CAB RACK 1113-2675-5032 2023 to 2024 Ford Super Duty, Oval Panel, Welded 32" Feet WICKUM CROSS BODY GULLWING BOX 2233-152072 Xbox DL BFB BFL 15x20x72 Cross Box,2017 to Current Ford Super Duty, Dual Lid, Brite Finish Body, Brite Finish Lids, 15 x 20 x 72 FRONT CONE HOLDERS X2 INSTALLATION AND FABRICATION OF ABOVE EQUIPMENT customer will transfer sign rack from old truck to new truck Includes carrying costs. Northside not responsible for errors, omissions, price increases, and delays.</i>		

SUBTOTAL	\$79,277.22	\$76,404.22
Destination Charge	\$1,995.00	\$1,995.00
TOTAL	\$81,272.22	\$78,399.22

2025 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 520 | Quote ID: OC25X2B

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	\$50,635.00
Options	\$3,835.00
Colors	\$0.00
Upfitting	\$24,807.22
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$81,272.22

Pre-Tax Adjustments

Code	Description	MSRP
Delivery	Delivery per contract \$2.50 per mile after 60.	\$0.00
Govt Disc	Government discount	-\$7,102.00
1656	As per state contract #1656	\$0.00
Key w/remote	Keys, fully programmed with remote (2 factory, 2 extra, 4 total)	\$499.00
Subtotal		\$74,669.22

Sales Taxes

Code	Description	MSRP
CAT	Corporate Activity Tax	\$298.68
Estimated CAT tax (gross receipts tax) in effect 1/1/20.		
Oregon Tax	Oregon Privilege Tax	\$373.35
Oregon Privilege Tax for all new vehicles and any used vehicles with less than 7500 miles that have not previously been registered in Oregon.		
Subtotal		\$75,341.25

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dan Hepler

City of Oregon City
Prepared by: SHARON TUCKER
12/10/2024

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |
972182995



2025 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 520 | Quote ID: OC25X2B

Pricing Summary - Single Vehicle

Post-Tax Adjustments

Code	Description	MSRP
CAT Doc 75	Adjustment for CAT on \$75 Doc fee	\$0.30
CAT tax adjustment for doc fee. Tax is to be collected for document processing fee.		
E-Doc	Doc fee for E-Plates	\$75.00
Doc fee for processing E-Plates		
E-RegPlate	Plate and registration for E-Plates	\$31.00
\$25.50 Plate fee \$5.00 Registration		
Title-19	Title fee for vehicles getting 0-19 MPG avg	\$101.00
Subtotal		\$75,548.55
Total		\$75,548.55

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

THREE LINE SIGN

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LiteSys® Inc. PO Box 239, Belgrade,
MT 59714



State of Oregon



PRICE AGREEMENT WITH

Northside Ford Truck Sales, Inc.

FOR

Ford Brand Vehicles
Price Agreement # 1656

This Price Agreement ("Agreement") is between the State of Oregon (the "State"), acting by and through its Department of Administrative Services Procurement Services ("DAS PS" or "Agency") and Northside Ford Truck Sales, Inc., a Delaware Corporation ("Contractor").

Section 1 – Agreement

1.1 Parties

- 1.1.1 The only parties to this Agreement are Contractor and DAS PS.
- 1.1.2 Authorized Purchasers may purchase goods and related services specified in Exhibit A ("Goods") by issuing ordering instruments that create and become part of separate contracts ("Contracts"). The only parties to Contracts created by ordering instruments are the applicable Authorized Purchaser and Contractor. DAS PS is an intended beneficiary of each Contract created by an ordering instrument.
- 1.1.3 As used in this Agreement, "Authorized Purchaser" means: State agencies of Oregon, Oregon Cooperative Procurement Program ("ORCPP") participants and authorized members to the State of Washington Master Contracts Usage Agreement (MCUA). Contractor may be required to obtain manufacturer authorization prior to an MCUA member's purchase of Goods under this Agreement.

1.2 Ordering Instrument

- 1.2.1 Authorized Purchasers may order Goods during the Term of this Agreement using an ordering instrument:
 - a) Authorized Purchasers who are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Price Agreement for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Authorized Purchasers who are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval as required.
 - b) Authorized Purchasers that are agencies of the State of Oregon may use either of the following as ordering instruments: i) the DAS PS approved purchase order form. Exhibit B is a sample DAS PS approved purchase order form; or ii) an electronic ordering method when the Authorized Purchaser is using a Small Purchase Order Transaction System (SPOTS) card. Unless expressly

- authorized by DAS PS in writing, Contractor shall not accept a different type of ordering instrument from a State agency.
- c) Authorized Purchasers that are not agencies of the State of Oregon may use their own purchase order forms as ordering instruments.
 - d) To be effective, the ordering instrument must specify all of the following:
 - i) Language stating that the ordering instrument is submitted under this Agreement (and include the Agreement reference number from the Agreement coversheet).
 - ii) The specific Goods and quantity of each item ordered.
 - iii) The net price.
 - iv) The requested delivery schedule.
 - v) The delivery location(s).
 - vi) The invoicing address.
 - vii) The Authorized Purchaser's authorized representative and relevant contact information, including an e-mail address or fax number.
- 1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Agreement. Additional, different or conflicting terms and conditions in any purchase order or any other form of either an Authorized Purchaser or the Contractor may not vary the terms of a Contract. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.
- 1.2.3 Contractor shall accept ordering instruments from Authorized Purchasers that comply with the provisions of this Agreement until this Agreement terminates.
- 1.2.4 An ordering instrument is deemed accepted by Contractor unless Contractor rejects an ordering instrument within three (3) business days after it is received. Contractor may reject an ordering instrument: i) using the same means as were used to deliver the ordering instrument, or ii) by e-mail if the email address is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.
- 1.2.5 Accepted ordering instruments establish separate Contracts between the Authorized Purchaser and Contractor and include the terms set forth in Sections 2 and 3. As used in the Contracts, "Price Agreement" means this Agreement.
- 1.2.6 DAS PS is not obligated or liable under an ordering instrument unless DAS PS is purchasing Goods as the Authorized Purchaser.
- 1.2.7 Nothing in this Agreement obligates any Authorized Purchaser to place any ordering instrument or to purchase any Goods.

- 1.2.8 Contractor shall reject an ordering instrument from any entity that is not an Authorized Purchaser under this Agreement. Contractor may verify that Authorized Purchasers are ORCPP participants at the following address:

<https://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx>

Contractor may verify that Authorized Purchasers are MCUA members at the following address:

<https://apps.des.wa.gov/DESContracts/Home/MCUAListing>

- 1.2.9 Contractor shall reject an ordering instrument that does not meet the requirements of this Agreement.

1.3 Prices

- 1.3.1 Except as provided in this Section, during the Term of this Agreement, Contractor shall offer Goods to Authorized Purchasers at prices that do not exceed the prices listed in Exhibit A. The pricing for this Agreement is in U.S. dollars.

- 1.3.2 Contractor and an Authorized Purchaser may agree to lower prices for Goods. Those lower prices apply only to applicable Contracts between Contractor and Authorized Purchaser.

- 1.3.3 Contractor shall subtract from percentages or prices charged to Authorized Purchasers any unit price decrease that has been achieved or gained by the Contractor, whether through the manufacturer or otherwise. Contractor shall give Authorized Purchasers the immediate benefit of the decrease. Contractor shall promptly notify the DAS-PS Contract Administrator ("Contract Administrator") of the amount and effective date of the decrease.

- 1.3.4 Either party to this Agreement may request a price adjustment, or an adjustment to the discount percentage, for some or all of the Goods, subject to Section 1.3.5 below.

- 1.3.5 Contractor may request unit price increases from DAS PS following the first year of the term of the Contract, but no more than once in any 12-month period. Contractor must submit a request to the Contract Administrator in writing at least 60 days before the proposed effective date of the increase, or at such other time as specified by the Contract Administrator for submittal of the request. The request must show all proposed increases by line item and include supporting documentation acceptable to DAS PS. DAS PS may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or

Consumer Price Index data, published MSRP or any other relevant manufacturer or industry data substantiating the increase.

- 1.3.6 Discontinued Goods may be subtracted and new Goods meeting or exceeding the RFP specifications may be added throughout the term of this Agreement. Goods may be adjusted upon both parties' approval in writing, without a signed amendment to this Agreement. All adjustments will be included on a revised Exhibit A.

1.4 Contractor Reporting and Payment Requirements

Contractor will be required to submit Volume Sales Reports and Vendor Collected Administrative Fees.

1.4.1. Volume Sales Reports

Pursuant to the process defined by DAS PS found at: <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Volume Sales Report ("VSR") to DAS PS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the applicable quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS PS, **Contractor shall submit the VSR on a monthly basis, VSR due date to be determined by DAS PS.**

The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS PS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the reporting period, a report must be submitted stating "***No Sales for the Reporting Period***".

1.4.2. Vendor Collected Administrative Fee

Pursuant to the process defined by DAS PS and published at <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Vendor Collected Administrative Fee ("VCAF"), as directed by DAS PS. The VCAF is a charge equal to one percent (1%), not to exceed a total of \$325 per vehicle, of Contractor's gross total sales, less any credits, made to Authorized Purchasers during the reporting period.

1.5 Term of Agreement

- 1.5.1 The initial term of this Agreement begins on the later of May 1, 2021 or the date this Agreement has been signed by DAS PS and Contractor and all required approvals have been obtained (the "Effective Date") and expires two (2) years after the Effective Date unless sooner terminated or extended as provided in this Agreement. DAS PS has the option to extend this Agreement for one or more additional 1-year terms, provided that the initial term, together with all extensions, shall not exceed a total of five (5) years. DAS PS may exercise these options to extend by giving Contractor written notice of such exercise no later than 30 calendar days before the expiration of the then current term. The initial term, together with all extension terms are collectively referred to herein as the "Term" of this Agreement.
- 1.5.2 Notwithstanding the foregoing, DAS PS reserves the right in its sole discretion to extend the Agreement for a maximum of one (1) calendar month beyond the end of any term. DAS PS shall notify Contractor in writing of the one (1) month extension. Consecutive one (1) month extensions obtained under this Section 1.5.2 are not allowed.
- 1.5.3 After termination or expiration of this Agreement, Contractor shall not accept new ordering instruments.
- 1.5.4 Termination of this Agreement also terminates "blanket" ordering instruments in which the Contractor is not required to deliver specific quantities of Goods at specific times. The intent of this paragraph is to terminate what is commonly known as blanket purchase orders (orders that may contain details of the Goods, but under which actual sales of Goods are made by periodic releases that specify a date for delivery of specific Goods).
- 1.5.5 Except as provided in Section 1.5.4, termination of this Agreement does not terminate any right or obligation of a party to a Contract that is based on an ordering instrument that was accepted before termination of this Agreement, for non-recurring deliveries of Goods.
- 1.5.6 DAS PS may, in its sole discretion, terminate this Agreement upon 30 calendar days' written notice to Contractor for any or no reason.

1.6 Insurance

Contractor shall obtain insurance specified in Exhibit C and shall maintain the insurance until all Contracts under this Agreement are terminated.

1.7 Miscellaneous

- 1.7.1 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- 1.7.2 Designation of Forum and Consent to Jurisdiction. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- 1.7.3 Amendments. Unless otherwise defined in this Agreement, no amendment of this Agreement is valid unless it is in writing and signed by the parties.
- 1.7.4 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of DAS PS. DAS PS' consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided, their permitted legal successors and assigns.
- 1.7.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.
- 1.7.6 Force Majeure. Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. DAS PS may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement within an acceptable time period. In the event of any such delay, Contractor's obligations are suspended to the extent of and for the duration of such causes. However, Contractor shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of

Contractor's obligations with all reasonable diligence. DAS PS, in its sole discretion, may extend the period for performance under this Agreement to enable Contractor, once such causes have been removed, to fulfill its obligations hereunder.

- 1.7.7 Entire Agreement. This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.
- 1.7.8 Notices. Except as otherwise expressly provided in this Price Agreement, any communications between the parties, or notices to be given under this Price Agreement, are effective only if given in writing or by personal delivery, email or United States Postal Service, postage prepaid, to the Contract Administrator for Contractor or DAS-PS, as applicable, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.
- 1.7.9 No Third Party Beneficiaries. DAS PS and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 1.7.10 Waiver. The failure of DAS PS to enforce any provision of this Agreement or the waiver of any violation or nonperformance of this Agreement in one instance does not constitute a waiver by DAS PS of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such a failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.
- 1.7.11 Certification of Compliance with Tax Laws. Contractor has complied with the tax laws of this State and all applicable tax laws of political subdivisions of this State. Contractor shall, throughout the duration of this Agreement and any Contract and any extensions thereof, comply with all tax laws of this State and all applicable tax laws of any

political subdivision of this State. For the purposes of this Section, “tax laws” includes: (i) All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this State that applied to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Any failure to comply with the provisions of this subsection 1.7.11 constitutes a material default of this Agreement and any Contract. Any failure to comply entitles DAS PS or Authorized Purchaser to terminate this Agreement or any Contract, as applicable and to pursue and recover any and all damages that arise from the default and the termination of this Agreement or any Contract, and to pursue any or all of the remedies available under this Agreement or any Contract, at law, or in equity, including but not limited to:

- Termination of this Agreement or any Contract, as applicable, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State’s or Authorized Purchaser’s setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DAS PS or Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default of this Agreement or any Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods, services and applications.

1.7.12 Recycled Products. DAS PS’ performance under this Agreement is conditioned upon Contractor’s compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated into this Agreement by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as “recycled product” is defined in ORS 279A.010(1)(ii)).

1.7.13 Records Archiving. Contractor shall retain, maintain and keep accessible all records relevant to this Price Agreement (the “Records”)

for a minimum of six (6) years, or such longer period as may be required by applicable law following termination of this Agreement. Such period shall be further extended until the conclusion of any audit, controversy or litigation commenced during such period and arising out of or related to this Agreement or any Contract. Financial Records must be kept in accordance with Generally Accepted Accounting Principles. During the record-retention period established in this Section, Contractor shall permit DAS-PS, the State of Oregon and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

- 1.7.14 Performance Evaluations. DAS PS may conduct evaluations of Contractor's performance during the term of this Agreement. DAS PS will compile and maintain completed evaluations, which will become a written record of Contractor's performance. DAS PS may also maintain as part of that written record information obtained from Contractor during an exit interview following Contract termination. DAS PS may provide copies of any documents in the written record to the Contractor and third parties upon request. DAS PS may use performance evaluations in any way it deems necessary, in its sole discretion, including but not limited to making responsibility determinations and decisions to award contracts.
- 1.7.15 Reporting. This Agreement and Contract(s) of Authorized Purchasers who are State agencies will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Agreement or any Contract or (ii) exercising a right of setoff against Contractor's compensation under this Agreement or any Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.
- 1.7.16 Survival: All rights and obligations cease upon termination or expiration of this Price Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination, including without limitation this Section 1.7.16, and provisions regarding warranties and liabilities, independent Contractor status and taxes and withholding, compensation, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

Section 2 – Standard Terms for Contracts Under This Agreement

- 2.1 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** The Contract consists of the ordering instrument and the provisions in Sections 2 and 3 of the Price Agreement. In the event of a conflict between the ordering instrument and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.
- 2.2 PAYMENT:** Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under this Contract. **AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT.** Subject to Authorized Purchaser's acceptance of Goods, payment is due from Authorized Purchaser within 45 calendar days after the date of the invoice.
- 2.3 OVERDUE CHARGES:** At Contractor's option, it may assess overdue account charges to Authorized Purchaser up to a maximum rate of two-thirds of one percent per month (8% per annum).
- 2.4 PAYMENT ADDRESS:** Payments must be sent to the address specified in the Contractor's invoice.
- 2.5 INVOICES:** Contractor shall invoice Authorized Purchaser only after delivery of all Goods ordered. Invoices shall be sent to the address provided by Authorized Purchaser for that purpose. Contractor shall include all of the following in its invoice:
- 2.5.1. Price Agreement number.
 - 2.5.2. Ordering instrument number.
 - 2.5.3. Goods ordered.
 - 2.5.4. Date delivered.
 - 2.5.5. Volume or quantity of Goods delivered.
 - 2.5.6. The price per item.
 - 2.5.7. The total amount invoiced.
 - 2.5.8. The address to which payment is to be sent.
 - 2.5.9. Additional Taxes (e.g. privilege or vehicle use tax and corporate activity tax) (determined based on the state of purchase)
- 2.6 PRICES:** Contractor represents that all prices for Goods under this Contract are equal to or better than the prices listed in the Price Agreement.
- 2.7 CANCELLATION; INSPECTIONS AND ACCEPTANCE:** The Authorized Purchaser may cancel an order in whole or in part before Goods described in the cancelled whole or part are delivered. The Authorized Purchaser has ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, the

Authorized Purchaser shall provide Contractor with written notice of rejection. Notice of rejection must include itemization of apparent defects, including but not limited to (i) discrepancies between the Goods and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise nonconforming Goods (including late delivery). If the Authorized Purchaser elects to provide Contractor an opportunity to cure the defects, notice of rejection must also specify such opportunity to cure, and the time period in which such cure must be completed.

2.7.1. The Authorized Purchaser may elect to have Contractor deliver substitute conforming Goods at no additional cost to the Authorized Purchaser. In such an event, Contractor shall deliver substitute conforming Goods within ten (10) calendar days of receipt of notice of rejection.

2.7.2. If the Goods are rejected or acceptance is revoked, Contractor shall refund any Contract payments that have been made with regard to the rejected Goods, and shall (at Contractor's sole cost and expense) remove the Goods within seven (7) calendar days of receiving notice of rejection or revocation of acceptance.

2.7.3. Nothing contained in Section 2.7 precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection or revocation of acceptance.

2.8 REPRESENTATIONS AND WARRANTIES:

2.8.1. **OFFICER STATUS, INSURANCE:** Contractor represents and warrants that it is not an "officer," "employee," or "agent" of the Authorized Purchaser, as those terms are used in ORS 30.265. Contractor represents and warrants that Contractor has obtained and will maintain during the term of this Contract all insurance required by the Price Agreement.

2.8.2. **WARRANTY ON MATERIALS, DESIGN AND MANUFACTURE:** Unless otherwise approved, in writing, by the Authorized Purchaser, Contractor represents and warrants that all Goods are new, unused, current production models, and are free from defects in materials, design and manufacture. Contractor further represents and warrants that all Goods are in compliance with and meet or exceed all specifications in Exhibit D to the Price Agreement.

2.8.3. **WARRANTY ON SERVICE STANDARDS:** Contractor warrants that all services required to be performed, if any, shall be performed in a good

and workmanlike manner in accordance with the highest standards prevalent in the industry.

2.8.4. **WARRANTY OF TITLE:** Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, that Contractor has full legal title to the Goods, and that no other person or entity has any right, title or interest in the Goods that is superior to or infringes upon the rights granted to the Authorized Purchaser under this Contract.

2.8.5. **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration ("OSHA"), and all Oregon safety and health requirements, including, but not limited to, those of the Oregon Consumer and Business Services Department.

2.8.6. **MANUFACTURER WARRANTIES:** Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchaser, and provide warranty documents to the Authorized Purchaser, at time of delivery at no charge.

2.8.7. **WARRANTIES CUMULATIVE:** The warranties set forth in this Section 2.8 are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties provided in this Contract are cumulative, and are intended to afford the Authorized Purchaser the broadest warranty protection available.

2.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

2.9.1 **LAWS AND REGULATIONS:** Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as they may be adopted or amended from time to time.

2.9.2 **STATUTORY TERMS:** Authorized Purchaser's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

2.9.3 NONCOMPLIANT GOODS: In the event of a conflict between the specifications in this Contract and applicable federal or State law, the law will prevail. Contractor shall make any modifications required to achieve compliance with law. When Contractor is notified or becomes aware of any required modifications, Contractor shall immediately notify DAS PS and Authorized Purchaser.

2.9.4 RECALLED GOODS OR COMPONENTS: In the event any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall immediately notify DAS PS, and the Authorized Purchaser of the recall or non-compliance, and shall provide copies of the notice or other documentation. Upon notification, Authorized Purchaser may elect to do any of the following:

- a) Reject the Goods.
- b) Revoke its acceptance of the Goods.
- c) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to the Authorized Purchaser.
- d) Terminate the Contract in its entirety or with respect to the recalled or noncompliant Goods.

In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods at its sole cost and expense, and shall reimburse Authorized Purchaser for any payments made.

2.10 FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue ("ODR") all information required by the ODR relative to the Contract. Authorized Purchaser may withhold final payment under the Contract until Contractor has met this requirement.

2.11 SAFETY DATA SHEET: Contractor shall provide the Authorized Purchaser at time of delivery with a Material Safety Data Sheet ("SDS") as defined by the OSHA for any Goods provided under the Price Agreement that may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods. Additionally, Contractor shall deliver EPA labels and MSDS information if available and as requested by Authorized Purchasers.

- 2.12 TIME IS OF THE ESSENCE:** Time is of the essence for performance of Contractor's performance obligations under this Contract.
- 2.13 FORCE MAJEURE:** Neither Authorized Purchaser nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Authorized Purchaser may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract within an acceptable time period.
- 2.14 RESERVED**
- 2.15 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS:** If Authorized Purchaser is an agency of the State of Oregon or another governmental body, payment obligations under this Contract are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under this Contract.
- 2.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:**
- 2.16.1 Contractor is an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for the Goods and (ii) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.
- 2.16.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

2.17 INDEMNIFICATION:

- 2.17.1 Contractor shall defend, save, hold harmless, and indemnify the Authorized Purchaser, the State of Oregon and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, "claim") which may be brought or made against any Authorized Purchaser, the State, or their agents, officials, employees and arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Contractor, its employees or agents, (ii) any act or omission by Contractor that constitutes a material default of this Contract, including without limitation any breach of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the Goods. Authorized Purchaser or the State shall promptly notify Contractor in writing of any claim of which Authorized Purchaser or State becomes aware. Contractor's obligation under this Section shall not extend to any claim solely caused by (i) the negligent or willful misconduct of Authorized Purchaser, or (ii) Authorized Purchaser's modification of Goods without Contractor's approval and in a manner inconsistent with the purpose and proper usage of such Goods.
- 2.17.2 The Oregon attorney general must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State or its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of the State, its officers, employees or agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and that of its officers, employees, or agents under clauses (i) and (ii) above.

2.18 DEFAULT:

2.18.1 **BY CONTRACTOR:** Contractor is in default under this Contract if:

- a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under this Contract; or

- c) Contractor commits any default of any covenant, representation, warranty, obligation or certification under this Contract, provided however that Contractor may cure the default within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the default is curable by Contractor within an acceptable time period.

2.18.2 BY AUTHORIZED PURCHASER: Authorized Purchaser is in default of this Contract if:

- a) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Contract, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice of such failure or such longer period as Contractor may specify in such notice; or
- b) Authorized Purchaser commits any default of any covenant, warranty, or obligation under this Contract and such default is not cured within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice.

2.19 REMEDIES:

2.19.1 AUTHORIZED PURCHASER'S REMEDIES: If Contractor is in default under Section 2.18.1, in addition to the remedies afforded elsewhere in this Contract, the Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- a) Termination of the Contract as provided in Section 2.20.2;
- b) Withholding all monies due for invoiced Goods or services that Contractor has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and
- d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty to Authorized Purchaser.

These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2.19.2 CONTRACTOR'S REMEDIES: If Authorized Purchaser terminates this Contract, or if Authorized Purchaser is in default under Section 2.18.2 and whether or not Contractor elects to exercise its right to terminate this Contract under Section 2.20.3, Contractor's sole remedy is: (a) A claim against Authorized Purchaser for the unpaid purchase price for Goods delivered and accepted by Authorized Purchaser, (b) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked but not yet billed and authorized expenses for services completed and accepted by Authorized Purchaser, and (c) with respect to deliverable-based services, a claim for the sum designated for completing the deliverable multiplied by the percentage of services completed and accepted by Authorized Purchaser, less previous amounts paid and any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

2.20 TERMINATION:

2.20.1 BY MUTUAL CONSENT: This Contract may be terminated at any time by mutual written consent of Authorized Purchaser and Contractor.

2.20.2 RIGHTS OF AUTHORIZED PURCHASER. Authorized Purchaser may, at its sole discretion, terminate this Contract or other ordering instrument for convenience with thirty (30) days' written notice. Authorized Purchaser may terminate this Contract immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (a) Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way so as to prohibit either the purchase of the Goods by Authorized Purchasers under the Price Agreement or Authorized Purchaser's payment for such Goods from the planned funding sources; or (c) Contractor is in default of this Contract under Section 2.18.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by Authorized Purchaser.

2.20.3 RIGHTS OF THE CONTRACTOR: Contractor may terminate this Contract with ten (10) days' written notice to Authorized Purchaser, if Authorized Purchaser is in default of this Contract as described in Section 2.18.2.

2.21 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to this Contract (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles ("GAAP"). During the record-retention period established in this Section, Contractor shall permit DAS PS, the Authorized Purchaser, their duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

2.22 NOTICES: Except as otherwise expressly provided in this Contract, any communications between the parties, or notices to be given under this Contract, are effective only if given in writing by personal delivery, email or United States Postal Service, postage prepaid, to the party's authorized representative. For Authorized Purchaser, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the ordering instrument or as later indicated by Authorized Purchaser pursuant to this Section. For Contractor, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the Price Agreement or as later indicated by Contractor pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.

2.23 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS: The parties acknowledge and agree that other than designation of order quantities, types of Goods, delivery destination, dates of order, and scheduled delivery of other performance, any purchase orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm an order of Goods under this Contract and that no other terms or conditions contained in those documents are of any force or effect or are binding upon the parties.

2.24 GOVERNING LAW: This Contract is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.25 VENUE; CONSENT TO JURISDICTION:

2.25.1 STATE OF OREGON CONTRACT VENUE; CONSENT TO

JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between an Authorized Purchaser that is an agency of the State of Oregon and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.25.2 NON STATE OF OREGON CONTRACT VENUE; CONSENT TO

JURISDICTION: Any Claims between Contractor and an Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such Authorized Purchaser resides, or at the Authorized Purchaser's option, within such other county as the Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such Authorized Purchaser resides. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.26 SURVIVAL: The following provisions survive termination or expiration of this Contract: Sections 2.8, 2.9.1, 2.9.4, 2.16, 2.17, 2.18, 2.19, 2.21, 2.23, 2.24, 2.25, 2.26; the paragraph in Exhibit C bearing the caption "TAIL COVERAGE"; and any other provision that by its nature would reasonably be expected to survive termination or expiration.

- 2.27 SEVERABILITY:** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 2.28 ASSIGNMENTS, SUBCONTRACTS, AND SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Authorized Purchaser. Further, no such written approval shall relieve Contractor of any obligations under the Contract, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of this Contract are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 2.29 MERGER CLAUSE; AMENDMENT; WAIVER:** This Contract constitutes the entire agreement between Contractor and Authorized Purchaser on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject matter of this Contract. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the Authorized Purchaser to enforce any provision of this Contract is not a waiver by Authorized Purchaser of that or any other provision.
- 2.30 INTENDED BENEFICIARY.** DAS PS is an intended beneficiary of this Contract. However, the parties to this Contract may modify the ordering instrument or terminate this Contract without the consent of DAS PS.
- 2.31 ASSIGNMENT OF ANTITRUST RIGHTS.** Contractor irrevocably assigns to the State Of Oregon any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Agreement to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Agreement, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

Section 3 – Special Terms for Contracts under this Agreement

- 3.1 CONTRACTOR CERTIFICATIONS:** If Contractor offers Goods under the Price Agreement, Contractor shall maintain its status as a manufacturer-authorized product reseller for the Goods throughout the Term of the Price Agreement. If Contractor offers installation and/or maintenance services under this Price Agreement, Contractor shall maintain its status as a manufacturer-authorized service provider. If any required status is discontinued, this Contract may be terminated.
- 3.2 SELECTION PROCESS:** This is not an exclusive agreement. DAS PS intends to award multiple Price Agreements and Participating Addenda for the Goods and services offered under this solicitation. Authorized Purchasers who are State of Oregon Agencies must follow the selection process outlined below. Authorized Purchasers who are **not** State of Oregon Agencies may select the Contractor of Authorized Purchaser's choice in compliance with applicable statute and rules.
- 3.2.1 For purchases under \$10,000, Authorized Purchasers who are State Agencies may select the Contractor of their choice in compliance with applicable statute and rule.
- 3.2.2 For purchases over \$10,000 Authorized Purchasers who are State Agencies shall use one of the following selection processes:
- a) **Brand Name Justification** - A documented brand name justification in compliance with applicable statutes and rules.
 - b) **Best Value Analysis** - Authorized Purchaser may conduct a comparison of the offers based upon the following best value analysis process;
 - i. Determine category of need, if more than 3 Contractors offer Goods and services in the category of need, contact at least 3 Contractors and request a quote for the anticipated Goods and services. If 3 or less Contractors offer Goods and Services in category of need, contact all Contractors that provide Goods and services in the category of need and request a quote for anticipated Goods and services. Quoted rates must not exceed the most competitive rates and discounts set forth in this Price Agreement. Authorized Purchaser may provide a deadline for quote response to Contractor.
 - ii. Determine which Contractor and Authorized Dealer provides the best value for Authorized Purchaser. Some or all of the following factors may be used in the Authorized Purchaser's determination of best value (additional factors not listed may also be used) :
 - Applicable discounts and incremental pricing options;
 - Shipping costs;
 - Manufacture timelines;

- Delivery process;
 - Maintenance and repair service levels;
 - Applicable warranties;
 - Contractor's past performance record through reference checks;
 - Contractor's service area;
 - Price comparison
 - Life cycle costing including expected life, salvage value and discounted total cost of ownership.
- iii. Negotiate with one or more Contractors to gain the best value for the desired Goods and services.
- iv. Authorized Purchasers may make award decisions based on price alone, or may also take value and technical and past performance considerations into account.
- c) Document Authorized Purchasers procurement files describing the process, considerations, findings, and decisions used for determining the Contractor selected through the Best Value Analysis.
- 3.3 DELIVERY CHARGES:** For all orders, FOB destination delivery costs up to 60 miles from dealership shall be paid by the Contractor. Additional delivery charges for delivery beyond 60 miles must be based on delivery cost outlined in Exhibit A.
- 3.4 ADVANCE PAYMENT PROHIBITED:** No advance payment shall be made for the Goods or services furnished by Contractor pursuant to this Contract.
- 3.5 NOTICE OF ORDER SHORTAGES:** Contractor shall notify Authorized Purchaser within twenty-four (24) hours of receiving notice that ordered Goods or services will not be available for shipment or scheduling on the scheduled delivery day. This includes a notice to Authorized Purchaser whenever a particular Good will be short-shipped. Notice of unavailability for services or projected short-shipment of Goods will not eliminate Authorized Purchaser's right to pursue all available remedies.
- 3.6 UNAUTHORIZED WORK:** Goods or services provided without or prior to receipt of written authority (i.e. without a Purchase Order duly issued under the Price Agreement) will be considered unauthorized and may not be paid for by Authorized Purchaser.
- 3.7 PRICE QUOTES:** Contractor price quotes will be considered a firm offer (or maximum price) for a set time period of 90 days after issuance. Upon any negotiations with an Authorized Purchaser, Contractor will update the quote, or provide a new "not-to-exceed" final price quote for desired Goods and Services prior to Authorized Purchaser placing an order. Price Quotes must include all costs, including but not limited to, additional options, taxes (including privilege tax and corporate activity or vehicle use tax for State of Oregon), fees, and delivery and registration costs.

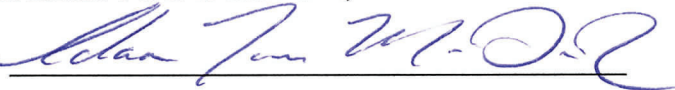
Section 4 – Signature of Contractor’s Duly Authorized Representative

4.1 The undersigned represents:

- (a) Signee is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Contractor;
- (b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Agreement;
- (c) Contractor will furnish the Goods in accordance with Contracts under this Agreement; and
- (d) Contractor shall furnish federal identification number or social security number under a separate document.
- (e) All Contractor affirmations contained in its bid or proposal related to this Agreement are true and correct.
- (f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.
- (g) Contractor has a written policy and practice that meets the requirements, described in ORS279A.112, of preventing sexual harassment, sexual assault, and discriminating against employees who are members of a protected class. Contractor agrees, as a material term of the Price Agreement, to maintain the policy and practiced in force during the entire Price Agreement term.
- (h) Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
- (i) Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor’s compliance with this Section constitutes a material element of this Price Agreement and a failure to comply constitutes a default that entitles Agency to terminate this Price Agreement for cause.
- (j) Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.

Agreed:

Contractor's Name: Northside Ford Truck Sales, Inc.

Authorized Signature: 

Printed Name of Authorized Signature: Adam Mc Donough

Title of Authorized Signature: GM

Date: 4/22/21

Contractor Administrative Contact (also referred to as Contract Administrator):

Name	Sharon Tucker
Address	6221 NE Columbia Blvd. Portland, OR 97218
Telephone	(503) 493-5562
E-mail	stucker@northside trucks . com

Section 5 – Signature of DAS PS

Agreed:

Authorized Signature: Darwin Kumpula Digitally signed by Darwin Kumpula
Date: 2021.04.23 10:46:30 -07'00'

Date: 4/23/21

DAS PS Contract Administrator (Type or Print):

Name	Brent Lutz
Address	1225 SE Ferry Street, Salem, OR 97301
Telephone	(971) 719-3436
E-mail	brent.l.lutz@oregon.gov

Legal Review:

Approved pursuant to ORS 291.047

Approved by Marc S. Bocci, Senior Assistant Attorney General

Per email dated

Exhibit B

		STATE OF OREGON		PURCHASE ORDER (PO) NO.		PAGE #
Authorized Purchaser's Authorized Representative			Purchase Order Date		Requisition No.	
Contractor Name and Address			Authorized Purchaser's Invoicing Address			
Contractor FEIN		Price Agreement number		Authorized Purchaser's Authorized Representative Email Address		
Deliver to Address			Authorized Purchaser's Authorized Representative Phone and Fax Number			
			Delivery Schedule or Delivery Date			
Item	Description	Quantity	U/M	Unit Price	Net Price	
				Sub Total		
				Freight		
				Total		
This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon Solicitation # DASPS-2295-20 and Price Agreement #1656. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.						
Agency's Authorized Representative to Make Purchase				Date		

Exhibit C

INSURANCE REQUIREMENTS

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit C prior to performing under this Price Agreement and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than **\$2,000,000** per occurrence. Annual aggregate limit shall not be less than **\$4,000,000**.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than **\$2,000,000** for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Price Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

SPECIFICATIONS

1. GENERAL PROVISIONS:

- 1.1 **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be interpreted as requiring that Contractor shall perform to only the best commercial practice and that Contractor shall supply and incorporate into Goods only materials and workmanship of first quality. However, if any omitted specification results in ambiguity as to material characteristics of the Goods, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, and Contractor failed to seek a formal request for change during the solicitation process for the Agreement, then Contractor shall be required to provide Goods meeting the Authorized Purchaser's needs with regard to any omitted specification.
- 1.2 **ADHERENCE TO THE SPECIFICATIONS:** Deviations from specifications discovered after purchase shall be corrected by Contractor at no cost to the Authorized Purchaser.

2. SPECIFICATIONS:

Specifications below provide a minimum requirement.

- 2.1 All Base Model Vehicles must include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications. All Vehicle Base Models must include two (2) sets of keys and all user manuals.
- 2.2 Additional equipment packages, factory installed options and aftermarket options may also be offered. Cab and Chassis optional Body Upfit may also be offered. Contractor shall provide all sub-contractors for Body Upfits to DAS PS.
- 2.3 All required installation services must be completed by the manufacturer or a manufacturer authorized installer and Contractor must certify completed vehicle conforms to all Federal Motor Vehicle Safety Standards ("FMVSS") and all body modifications must have National Highway Traffic Safety Administration ("NHTSA") certification.
- 2.4 Unless otherwise DAS PS approved, all Vehicles must be no older than 1 year beyond the current Manufacturer's model year, new and unused, free of damage, rust and other defects that may affect appearance or serviceability.
- 2.5 All Vehicles must comply with all federal and State laws, requirements, and regulations applicable to the type and class of Vehicles and contractual services. This includes, but is not limited to, FMVSS, Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State laws, requirements, and regulations. In addition, if any applicable federal or State legislation becomes effective during the term of the Contract regarding the Goods and related services, including but not limited to requirements concerning specifications and safety, and environmental requirements, those requirements shall immediately become a part of the Agreement and each Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor shall contact the Contract Administrator immediately.
- 2.6 Vehicles must not contain Dealer's advertising or identification (name, logos, etc.) including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their components. Manufacturer's advertising or identification (name, model, logos, etc.) will be permitted on the respective Vehicles if such

advertising or identification is a Manufacturer's standard on the specific Vehicle.

- 2.7 Acceptable Vehicle fuel and alternative fuel options include gasoline (E-10), diesel, bio-diesel, natural gas (compressed or liquefied), ethanol flex fuel (E-85), liquefied petroleum gas, Hydrogen Fuel Cell Electric Hybrid, Plug-in Hybrid Electric and Plug-in Electric Vehicle. Additional fuel options may be accepted upon DAS PS approval.

Amendment No. 3 to 1656

This is Amendment No. 3 ("Amendment") to Contract 1656, effective April 23, 2021, as amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services ("DAS PS"), and Northside Ford Truck Sales, Inc. ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

1. Amendment No. 1 added Section 1.3.7 to the Price Agreement.
2. Amendment No. 2 extended the term of the Price Agreement by one (1) year, in accordance with Section 1.5 Term of Agreement.
3. The purpose of this Amendment is to extend the term of the Price Agreement by one (1) year, in accordance with Section 1.5 Term of Agreement, and to increase the dollar thresholds listed in Sections 3.2.1 and 3.2.2.

AMENDMENT

The parties agree:

1. The Price Agreement is amended as follows:
 - 1.1. Per the terms listed in Section 1.5 of the Price Agreement, the Price Agreement is amended to extend the termination date for (1) one year and will expire **April 30, 2025**.
 - 1.2. Section 3.2 of the Contract is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strike through~~):
 - 3.2.1 For purchases under **\$25,000** ~~\$10,000~~, Authorized Purchasers who are State Agencies may select the Contractor of their choice in compliance with applicable statute and rule.
 - 3.2.2 For purchases over **\$25,000** ~~\$10,000~~, Authorized Purchasers who are State Agencies shall use one of the following selection processes:
2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of this state.
3. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within 30 calendar days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
4. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Price Agreement, Contractor shall maintain, throughout the duration of this Price Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.
5. Except as expressly amended above, all other terms and conditions of the Price Agreement, including as previously amended, are still in full force and effect. Contractor certifies that the representations,

warranties, and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.

6. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:
- 6.1. The number set forth in the Price Agreement is Contractor correct taxpayer identification number; and
- 6.2. Contractor is not subject to backup withholding because:
- 6.2.1. Contractor is exempt from backup withholding,
- 6.2.2. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
- 6.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- 6.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
- 6.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and
- 6.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
- 6.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- 6.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- 6.4. In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Signatures:

Contractor: Northside Ford Truck Sales, Inc.

Signature: Sharon Tucker Date: 03/28/2024

Printed Name, Title: Sharon Tucker, Fleet Sales

Federal Tax ID: 93-0611732 Oregon Tax ID: 0202144-9

State of Oregon, by and through its Department of Administrative Services, Procurement Services:

Signature: Brent Lutz Digitally signed by Brent Lutz
Date: 2024.03.28 18:38:53 -07'00'
Adobe Acrobat version: 2024.001.20604 Date: 3/28/24

Printed Name, Title: Brent Lutz, Procurement Services Manager

Approved for legal sufficiency pursuant to ORS 291.047 and OAR 137-045-0030:

Signature: Exempt Date:

Matter: N/A



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** January 15, 2025
From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

Item 7.e. - Contract for e-Review support in the Building Division

STAFF RECOMMENDATION:

Staff recommends the City Commission review the attached materials and approve the contract with The Gunter Group and Lisa Yeo for support implementing e-Review.

EXECUTIVE SUMMARY:

The Community Development Department and specifically the Building Division currently use Tyler Technologies as our permitting software. Our customers currently can use some on-line permitting features like paying for invoices and scheduling inspections. Our original contract with the Gunter Group began in June 2024 and together staff and the consultants have configured all building permits in the system and three residential trade permits are now available on-line through the City's portal. The next step in this process is to configure e-Review using an on-line software program called BlueBeam Studio. This contract is for the Gunter Group to assist and support our staff in that process and ultimately "going live" with all Building permits. Community Development and IT staff see the need to hire a consultant due to limited staff capacity and expertise.

BACKGROUND:

This summary was provided by the Building Codes Division of the Department of Consumer and Business Services:

HB 2415 passed the Oregon legislature and was signed into law by the Governor on September 25, 2021, but portions of the bill are not operative until January 1, 2025. The law was intended to improve statewide consistency for electronic processes for reviewing plans, issuing permits, and performing field inspections. The law requires that, by Jan. 2025 all local jurisdictions that administer a building inspection program use either the division's electronic system or an equivalent system. The laws also requires that the division create minimum standards for those electronic systems. A hearing was held on the division's proposed rulemaking on March 21, 2023. Testimony was accepted until March 24, 2023.

We have been in contact with the State Building Codes Division about our projected timeline of live permits by August 2025. The Building Codes Division has confirmed this timeline is acceptable as long as we continue to make progress. Staff is requesting the Commission approve the contract and authorize the City Manager to sign the contract for \$118,000. The funding source is the Building Division fund. The contract timeline is February 1, 2025 through the end of August 2025.

OPTIONS:

1. Approve the contract with The Gunter Group for project management and implementation services associated with e-Review for the Building Division
2. Do not approve the contract as proposed with The Gunter Group for e-Review project management and implementation services.

BUDGET IMPACT:

Amount \$118,000
Fiscal Year(s): 2024-2025
Funding Source(s): Building Fund

PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and The Gunter Group ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement, unless sooner terminated pursuant to provisions set forth below, shall be from February 1, 2025 to August 30, 2025. In addition, the City shall have an option to extend the services for an additional three years at the City's sole discretion. Any termination of this Agreement shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed \$ 118,000.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

6. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
PO Box 3040
Oregon City, OR 97045
Attention: Aquilla Hurd-Ravich, Community
Development Director

To Consultant:

The Gunter Group
4380 S Macadam Ave Suite 110
Portland, Oregon 97239
Attention: Matt Bader, TGG Partner

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this ____3rd____ day of January, 2025.

CONSULTANT

CITY OF OREGON CITY

By: Matt Bader

By: _____

Title: Partner

Title: City Manager

DATED: January 3, 2025.

DATED: _____, 2025.

EXHIBIT A

[DESCRIPTION OF SERVICES
TO BE PERFORMED]

See attached scope of work

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Consultant Status.

(a) Consultant is an independent consultant and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (4/2017)

Page 2 of 5

EXHIBIT B

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing

coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United

States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a

signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

Proposal for City of Oregon City Tyler Permitting eReview Implementation Assistance

L Yeo Consulting and The Gunter Group
November 15, 2024

We are pleased to offer this proposal to the City of Oregon City in response to your request. Please let us know if we can provide further information.

Background

The Gunter Group and L Yeo Consulting assisted the city of Oregon City in determining the requirements, developing a detailed project plan, and beginning configuration of Tyler's Enterprise Permitting and Licensing (EPL) system to meet the State of Oregon's "online permitting" mandate that goes into effect in January 2025. The State e-Permitting Program Manager clarified:

"It is acceptable to the State of Oregon that the City be in process as of January 2025 with a clear target date for Go Live."

Our work uncovered an extensive amount of configuration (or re-configuration) needed to implement both online applications and online plan review.

Together with the city's internal project team and 6 "PACE" days for technical configuration assistance from a Tyler Implementation Consultant, we expect to complete the configuration and testing of the city's permitting portal for online application for 45 unique Building permit types by the end of January 2025. This work will be delivered in the TEST environment and cannot be moved into PRODUCTION until the eReview components for those permit types are also configured.

We will be able to move into PRODUCTION the 3 permit types (for Building Residential Electrical, Plumbing and Mechanical permits) that do not require review and are currently available for online application via the State's ePermitting system. The State mandate requires moving online application for these permit types to the City's online permitting portal by January 1, 2025.

Proposed Scope of Work

The city is seeking subject matter expertise in completing Tyler EPL eReview design and configuration and Bluebeam Studio setup (eReview tool) for all Building permit types requiring review.

We have included project management and assistance during cutover and Go Live activities for the eReview phase in the contract estimate given the city's staffing constraints. It is critical to have someone driving this project to successful completion through implementation in PRODUCTION.

Contract Deliverables

The LYeo-TGG team will provide the following deliverables:

1. **Tyler EPL subject matter expertise.** L Yeo will participate in configuration sessions to advise on eReview configuration options, process change options and Bluebeam Studio setup options.
2. **Project management.** TGG will provide an experienced systems implementation and change management project manager. This resource will:
 - Work with the city project team to develop, refine and maintain the project work plan to deliver design and configuration of eReview, and to move online application and online plan review for all Building permits into PRODUCTION.
 - Coordinate the Tyler technical assistance needed to complete the above work, setting agendas, scheduling session dates, coordinating city staff participation and creating and posting resulting documentation in the city's Sharepoint repository.
 - Coordinate the L Yeo assistance needed to complete the above work.
 - Identify and assist in resolving issues to enable project completion on schedule.
 - Facilitate process redesign sessions and assist in addressing stakeholder concerns.
3. **EPL Configuration of eReview components for all Building Permit types.** TGG will make Senior Consultant Lindsey Santamaria available to complete the hands-on configuration of the EPL system for building permit eReview and moving EPL Test environment changes into Production environment, once the process and configuration requirements are defined and documented.
4. **Sponsor engagement.** Both L Yeo and the TGG resource will keep project sponsors apprised of progress, decisions needing to be escalated, and issues needing sponsor resolution.

Assumptions

1. The city will provide access to a Tyler "PACE" Implementation Consultant to provide Tyler technical assistance as needed during this project.
2. The city will make staff available to perform the following work on the project:
 - Participate in eReview design and process discussions
 - Lead Bluebeam Studio setup and process discussions
 - Test EPL and Bluebeam Studio configuration and new processes
 - Document processes and prepare training materials
 - Train city staff
 - Manage the engagement/impact/rollout to external customers
 - Retest all online permitting functions during cutover to PRODUCTION
 - Provide user support to city users and external customers before and after Go Live.

3. The city will provide access (both onsite and remote) to city systems as required for the LYEO-TGG team to perform configuration and testing work for EPL and Bluebeam Studio.
4. The city will protect all configuration work (online application and eReview) in the TEST environment and make it available to rebuild in PRODUCTION during cutover.

Cost Proposal (See the Oregon City “Online Building Permits” Project Plan (Excel) for details.)

Task 2.0 Design eReview - 2 months (e.g. Feb-March 2025) - \$28,000

- LYEO and TGG Lead/PM – 20 hrs/week over 2 months to help City reviewers make eReview process decisions, configure eReview for a prototype permit, conduct a walk-through for all reviewers, finalize process design/configuration to be used for all Building permit types.

20 hrs/wk x 8 weeks x \$175/hr = \$28,000

Task 2.3 Configure eReview for all Building permits - 3 months (e.g. Feb-June) - \$36,750

- TGG Lead/PM – 10 hrs/week over 3 months to help scope, configure and test eReview for all Building permit types (requires completing 3 permit types permits per week)
- TGG Config (includes testing management, requirements gathering, and config) - 7.5 hrs/week for TGG Config (90 total config hours over 3 months)

TGG Lead/PM 10 hrs/week x 12 weeks x \$175/hr = \$21,000

TGG Config 2 hrs/permit x 42 types = 84 hours + 6 contingency = 90 hrs x \$175 = \$15,750

3.0 Design process and setup Bluebeam Studio – 2 months (e.g. April-May) - \$11,200

- LYEO and TGG Lead/PM– 8 hrs/week over 2 months to make BB Studio process decisions, configure & setup (tool sets, colors, library of review conditions and comments), test & finalize.

LYEO 6 hrs/week x 8 wks x \$175/hr = \$8,400

TGG Lead/PM 2 hrs/week x 8 wks x \$175/hr = \$2,800

9.0 Project Management for City tasks (4.0-6.0) – 2 months (May-June-July 1-15) - \$14,000

- TGG Lead/PM – 4 hrs/week to provide project management and change management assistance for city tasks (develop training materials & customer help documents, train staff, create & execute external customer change management plan, modify city web site, end-to-end testing).
- LYEO – 4 hrs/week to provide subject matter expertise and work product templates, and to remain updated on project to enable assist during Cutover and Go Live

TGG Lead/PM 4 hrs/week x 10 weeks x \$175 = \$7,000

LYEO 4 hrs/week x 10 weeks x \$175 = \$7,000

7.0 Cutover Preparation – 2 weeks (July 16-31) - \$10,500

- TGG Config (Lindsey) – build all online permitting configuration in PROD
40 hrs x \$175 = \$7,000
- LYEO & TGG Lead/PM – coordinate & assist all cutover tasks, pre-Go Live testing of EPL and of Bluebeam Studio integration 20 hrs x \$175 = \$3,500

8.0 Go Live – 1 week (in July) – \$6,300

- TGG Config (Lindsey) – on call for config fixes 16 hrs x \$175 = \$2,800
- LYEO & TGG Lead/PM – coordinate Go Live tasks, troubleshoot issues in PROD
20 hrs x \$175 = \$3,500

TOTAL CONSULTING ESTIMATED COST **\$106,750 + 10% contingency =** **\$117,425**



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** January 15, 2025
From: Thomas Kissinger, Assistant Parks and Recreation Director

SUBJECT:

Item 7.f. - Purchase of one Ford F-150 with upfitting for Parks staff use

STAFF RECOMMENDATION:

Staff recommends the City Commission authorize the purchase of one (1) Ford F-150 electric truck for use by Parks staff. This truck will replace truck #806, which is due for replacement.

EXECUTIVE SUMMARY:

N/A

BACKGROUND:

Each budget cycle, certain vehicles are planned for replacement based on an analysis performed by the Fleet division. Parks truck #806 is recommended for replacement in 2026, but the Parks & Cemetery biennial fleet budget has sufficient capacity to support replacement of this vehicle in the current biennium. Parks staff recommend replacing this vehicle with an electric model F-150 to promote overall fleet sustainability and reduce vehicle maintenance/fuel expenses related to the regular usage of this vehicle. The planned replacement vehicle is a crew cab, half-ton pickup that will be used by various individuals to transport people and supplies for projects, tours, and during routine park inspections. This vehicle will not be used to tow equipment. Estimated replacement cost of this vehicle was projected at \$48,516.53 and we estimate the fuel and maintenance savings will recover the difference in overall cost over the life of the new vehicle. Truck # 806 will either be retained and transferred to Facilities or sold as surplus.

OPTIONS:

1. Approve Purchase of one Ford F-150 with upfitting for Parks staff use.
2. Approve Purchase of one Ford F-150 with upfitting for Parks staff use with Amendments.
3. Deny Purchase of one Ford F-150 with upfitting for Parks staff use and provide further direction.

BUDGET IMPACT:

Amount \$55,682.31
Fiscal Year(s): FY24-25
Funding Source(s): 320-310-7052 (Vehicles for Parks)

Prepared for: Dan Hepler

City of Oregon City

Prepared by: SHARON TUCKER

12/31/2024



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535 | Quote ID: OC25W1B

As Configured Vehicle

Code	Description	MSRP	Invoice
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Base Vehicle

W1B	Base Vehicle Price (W1B)	\$47,780.00	\$45,869.00
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Packages

110A	Equipment Group 110A Standard	N/C	N/C
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Includes:

- Transmission: Single-Speed
- Tires: 275/65R18 A/T
- Wheels: 18" Alloy Gloss Black
- Vinyl Bucket Heated Front Seats

Includes 2-way manual driver/passenger with flow-through console and floor shifter.

- Radio: SiriusXM w/360L

Includes FM stereo and 6 speakers. Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 Sirius XM Radio Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.

- SYNC 4 w/Enhanced Voice Recognition

Includes 12" LCD capacitive touchscreen with swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial). Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.

Powertrain

44L	Transmission: Single-Speed	Included	Included
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Wheels & Tires

STDTR	Tires: 275/65R18 A/T	Included	Included
643	Wheels: 18" Alloy Gloss Black	Included	Included

Seats & Seat Trim

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dan Hepler

City of Oregon City

Prepared by: SHARON TUCKER

12/31/2024



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535 | Quote ID: OC25W1B

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
V	Vinyl Bucket Heated Front Seats <i>Includes 2-way manual driver/passenger with flow-through console and floor shifter.</i>	Included	Included

Other Options

145WB	145" Wheelbase	STD	STD
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: SiriusXM w/360L <i>Includes FM stereo and 6 speakers. Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 Sirius XM Radio Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i> <i>Includes:</i> - SYNC 4 w/Enhanced Voice Recognition <i>Includes 12" LCD capacitive touchscreen with swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial). Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.</i>	Included	Included
63T	Tailgate Step w/Tailgate Work Surface	\$430.00	\$413.00
96W	Tough Bed Spray-In Bedliner Ford accessory.	\$595.00	\$571.00
66A	Mobile Power Cord (120/240V)	\$500.00	\$480.00
Fleet Options			
85H	Back-Up Alarm System Requires valid FIN code.	\$220.00	\$211.00

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Prepared for: Dan Hepler

City of Oregon City
Prepared by: SHARON TUCKER
12/31/2024

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |
972182995



2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535 | Quote ID: OC25W1B

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
18D	Carbon Black Fixed Extended Running Board Requires valid FIN code.	\$650.00	\$624.00
997	Engine: Dual eMotor - Extended Range Battery (FLT) <i>Includes single onboard charging level 2 peak charging rate of 11.5kW and 131 kWh usable capacity extended range battery.</i> <i>Includes:</i> <i>- GVWR: 8,550 lbs (Fleet)</i>	\$5,000.00	\$4,800.00
NONGV	GVWR: 8,550 lbs (Fleet)	Included	Included
Exterior Color			
YZ_01	Oxford White	N/C	N/C
Interior Color			
VS_01	Medium Dark Slate w/Vinyl Bucket Heated Front Seats	N/C	N/C
Upfit Options			
758911	Protech Cab Rack <i>PROTEC57-6999X</i> <i>*PUCG,SPECIALANY STYLE PCKUP</i> <i>WILL NEED *DRAWINGS APPROVED</i>	\$1,706.00	\$1,706.00
SUBTOTAL		\$56,881.00	\$54,674.00
Destination Charge		\$2,095.00	\$2,095.00
TOTAL		\$58,976.00	\$56,769.00

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Prepared for: Dan Hepler

City of Oregon City
Prepared by: SHARON TUCKER
12/31/2024

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |
972182995



2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535 | Quote ID: OC25W1B

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$47,780.00
Options	\$7,395.00
Colors	\$0.00
Upfitting	\$1,706.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,095.00
Subtotal	\$58,976.00

Pre-Tax Adjustments

Code	Description	MSRP
Delivery	Delivery per contract \$2.50 per mile after 60.	\$0.00
Govt Disc	Government discount	-\$4,585.00
1656	As per state contract #1656	\$0.00
Key w/remote	Keys, fully programmed with remote (2 factory, 2 extra, 4 total) *push button start	\$499.00
Subtotal		\$54,890.00

Sales Taxes

Code	Description	MSRP
CAT	Corporate Activity Tax	\$219.56
<i>Estimated CAT tax (gross receipts tax) in effect 1/1/20.</i>		
Oregon Tax	Oregon Privilege Tax	\$274.45
<i>Oregon Privilege Tax for all new vehicles and any used vehicles with less than 7500 miles that have not previously been registered in Oregon.</i>		
Subtotal		\$55,384.01

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Prepared for: Dan Hepler

City of Oregon City
Prepared by: SHARON TUCKER
12/31/2024

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |
972182995



2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535 | Quote ID: OC25W1B

Pricing Summary - Single Vehicle

Post-Tax Adjustments

Code	Description	MSRP
CAT Doc 75	Adjustment for CAT on \$75 Doc fee	\$0.30
CAT tax adjustment for doc fee. Tax is to be collected for document processing fee.		
E-Doc	Doc fee for E-Plates	\$75.00
Doc fee for processing E-Plates		
E-RegPlate	Plate and registration for E-Plates	\$31.00
\$25.50 Plate fee \$5.00 Registration		
Title-E	Title fee for electric vehicle	\$192.00
Subtotal		\$55,682.31
Total		\$55,682.31

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** January 15, 2025
From: Thomas Kissinger, Assistant Parks and Recreation Director

SUBJECT:

Item 7.g. - Parks and Cemetery Division Mower Replacement

STAFF RECOMMENDATION:

Staff recommends that City Commission authorize the purchase of one Toro Groundsmaster 4000-D T4 Compliant Diesel 54HP AWD with 132" mowing deck.

EXECUTIVE SUMMARY:

The Parks and Cemetery Division is utilizing its Fleet Replacement Fund for the purchase of one Toro Groundsmaster 4000-D Diesel 54HP AWD with 132" mowing deck). This new mower will be replacing #886 Parks Mower Toro 4000-D Diesel with 132" mower deck at 12 years old, which has reached the end of its service life and is up for replacement.

BACKGROUND:

Oregon City Fleet purchases are managed through our Fleet Replacement Fund. Every year, each Parks and Cemetery Division budgets a predetermined amount for deposit into the Fleet Replacement Account to ensure adequate funding is available when new or replacement equipment/vehicles are scheduled for purchase.

The purchase price of one (1) Toro Groundsmaster 4000-D is \$93,080.90, with a \$5,000.00 trade-in value, making the purchase price after trade-in \$88,080.90 and was a previously authorized expenditure within the FY 2024-25 biennial budget. This mower will be utilized by the Parks and Cemetery Division. Funding for this mower is being provided by the planned and budgeted replacement funding for Fleet Replacement for one Toro Groundsmaster 4000-D which has reached the end of its service life and is up for replacement.

The Parks Division in conjunction with Public Works Fleet Division will be contracting with Turf Star Western, under the Sourcwell Purchasing Agreement #031121-TCC, for the purchase of the one Toro Groundsmaster 4000-D. Attached is the sales quote, a brochure of the mower, and the Sourcwell documentation.

There is adequate funding within the Fleet Replacement Fund to allow the Parks and Cemetery Division to support and fund this new asset.

OPTIONS:

1. Approve purchase of the replacement mower.

2. Approve purchase of the replacement mower with Amendments.
3. Deny purchase of the replacement mower and provide further direction.

BUDGET IMPACT:

Amount \$88,080.90

Fiscal Year(s): 2024-2025

Funding Source(s): Parks and Cemetery Division Fleet Replacement Fund

TORO®

Groundsmaster® 4000-D/4010-D

WIDE AREA ROTARY MOWERS

FEATURES

- 55 hp (41 kW) Yanmar® turbo-diesel engine
- Smart Power® and HybridDrive™ cutting deck system - work together providing optimal power to the cutting blades
- Foldable ROPS
- 11' (3.4 m) width of cut
- Full-time 4WD forward and reverse
- All-time traction assist assures full-time 4WD
- 0° uncut circle in turns
- SmartCool™ auto-reversing cooling fan
- 4-way adjustable seat and Air Ride Suspension
- InfoCenter™ displays simple operating info while monitoring machine health
- Integrated ControlHub™ with fingertip electronic controls
- Top and rear air intake for increased cooling
- Climate-controlled safety cab with air conditioning and heat (4010-D)
- Isolated operator platform for greater comfort and smoother ride

Operator-friendly and smart by design.

With Smart Power® technology, high engine torque and HybridDrive™ cutting deck system working together, the Groundsmaster 4000-D and 4010-D deliver power where you need it most – to cut grass, no matter how tough the conditions. With their excellent trimming capability, you'll maneuver around obstacles with ease. Both mowers can mow a 0° uncut circle, allowing you to mow back and forth patterns without leaving any uncut grass. The parallel hydraulic traction system maintains consistent hydraulic flow between the front and rear wheels to assure full time 4-wheel drive. This allows you to mow with confidence, even on hills and wet grass.



Groundsmaster® 4010-D



Groundsmaster® 4000-D

SMART POWER

Groundsmaster® 4000-D/4010-D Specifications*

	GROUNDMASTER 4000-D, MODEL 30609 GROUNDMASTER 4010-D, MODEL 30636				
ENGINE	Yanmar® 4-cylinder, liquid-cooled, turbo-charged diesel. 127 cu. in. (2.1 liter) displacement. Engine rated at 55 hp (41 kW) net and 125 ft.-lbs. (169 Nm) torque at 2,000 rpm. 8 quart (7.6 liter) oil capacity. EPA Tier IV Final and Stage V Compliant.				
AIR CLEANER	Dry, replaceable primary and safety elements.				
RADIATOR	Rear-mount, cross-flow, 6.3 fins per inch, 9 quart (8.5 liter) capacity.				
FUEL CAPACITY	21 gallons (79.5 liters) diesel fuel. Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend)				
TRACTION DRIVE	Parallel hydrostatic, closed loop system with full-time 4WD. Forward/reverse in low (mow) and high (transport) range with full-time, automatic traction assist (forward only) standard on Groundsmaster 4000-D models. Variable displacement piston pump with electronic servo control powers dual speed displacement piston motor drive into double reduction planetary in front, and mechanical axle in rear. Smart Power™ feature controls traction speed to maintain optimal cutting blade speed.				
HYDRAULICS/COOLING	8.75 gallon (33.1 liter) capacity with 10 micron remote spin-on filter. Single pass cooler, 6.3 fins per inch, SmartCool® variable speed radiator cooling fan with automatic (based on coolant and oil temps) and manual reversing capabilities.				
DIAGNOSTICS	Diagnostic pressure test ports: forward and reverse traction, left, center and right decks, reverse 4WD, lift, steering, charge and deck counterbalance circuits.				
GROUND SPEED	Transport: 0-16.2 mph (0-26.1 km/h) forward, 0-8.1 mph (0-13 km/h) reverse. Mow: 0-8.3 mph (0-13.4 km/h) forward, 0-4 mph (0-6.4 km/h) reverse.				
TIRES	Front: 26 x 12-12, 6-ply tubeless Multi-Trac. Rear: 20 x 10-10, 6-ply tubeless Multi-Trac.				
MAIN FRAME	All welded formed-steel frame with integral tie-down anchors.				
BRAKES	Mechanically actuated, internal wet disc brakes on input to each planetary drive. Individual foot-operated steering brake control of left and right wheel. Lock pedals together and latch to engage parking brake.				
SEAT	4-way adjustable, right armrest travels with seat and suspension.				
STEERING	Power steering with dedicated power source. Steering wheel tilts to desired operator position. Uncut circle: 0" diameter.				
INSTRUMENTATION	InfoCenter™: Onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics. Indicates fuel level, coolant temp, intake temperature, low oil pressure, alternator, engine hours, engine rpm, hydraulic oil temperature, voltage				
CONTROLS	Tilt steering, ignition switch, throttle switch, foot-operated traction pedal, lockable individual brake pedals, parking brake lock, mow/transport speed selector switch, 3 two-position switches for individual deck lift/lower, counterbalance adjustment, tow valves, cup holder, toolbox, radio holder, fan switch and 12-volt power outlet.				
CRUISE CONTROL	Standard				
ELECTRICAL	12-volt, 690 cold cranking amps battery, 80 amp alternator. Overload protection with automotive type fuses.				
INTERLOCKS	Prevents engine from starting unless traction pedal is in neutral and deck is disengaged. If operator leaves seat while moving or deck is engaged, traction and/or deck stops, InfoCenter alarms and gives message. Mowing only permitted in low range. Traction not allowed if parking brake engaged and pedal moved out of neutral, info center alarms and gives message. Deck transport latches.				
GROUND CLEARANCE	6.5" (16.5 cm)				
OVERALL DIMENSIONS	Height 85" (216 cm) w/ ROPS up 93.9" (237 cm) w/ cab	Length 135" (343 cm) w/ decks down	Width 136" (346 cm) w/ decks down	Transport Width 71" (180 cm) @ 2" (5 cm) HOC	Wheelbase 55.5" (140 cm)
WEIGHT	4205 lbs. (1907 kg) w/ full fluids (GM4000). 4759 lbs. (2159 kg) w/ full fluids (GM4010).				
SAFETY CAB (4010)	MODEL 30636: ROPS certified cab with heat, AC and the following standard features: climate system pressurized cab, heavy-duty pantograph front windshield wiper and washer, front windshield has 38" of visibility, interior mirror, fold away exterior side mirrors, molded front fenders, right and left doors and rear window have tinted (50%) glass, front and rear windows open, quick release window latches act as emergency exit, rubber sound isolator cab mounts and upholstered interior panels and headliner, textured neoprene floor mat, interior dome light.				
SAFETY	Complies with American National Standards Institute (ANSI B71.4-2012) and applicable ISO EN 5395 (CE) (machine directive 89/392, 91/368, 93/44, 84/538, 89/336) requirements; Optional lights. Meets ANSI/ASAE 5279.12 (Lighting and Marking of Agricultural Equipment on Highways). Foldable ROPS, ISO 21299 certified.				
SOUND PRESSURE OPERATOR EAR**	<80 dB when GM4010-D models (30636 & 30635) have "Quiet Mode" activated by Toro Distributor.				
WARRANTY	Two-year limited warranty. Refer to operator's manual for further details.				
ACCESSORIES	Work light, LED road lights consisting of dual taillights, dual headlights, slow moving vehicle sign, turn signal, flasher and lights, sunshade, beacon, slope sensor				
CUTTING DECKS					
WIDTH OF CUT	Overall: 132" (335 cm), Front: 62" (157.5 cm), Wings: 42" (106.7 cm), Overlap: 7" (17.8 cm).				
MOWING RATE**	Mows up to 11.1 acres/h (4.5 hectares/h) at 8.3 mph (13.4 km/h) **Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions.				
CONSTRUCTION	Welded .100" (25 mm) steel with 7 and 10-gauge steel channel and plate reinforcements, bullnose bumpers.				
DECK DRIVE	Direct mounted hydraulic motor into spindle. Remaining spindle(s) driven by individual B section Kevlar belt. Quick release belt covers.				
HEIGHT-OF-CUT	1"-5" (25-127 mm) in 0.5" (13 mm) increments.				
SPINDLES	1.25" (3.17 cm) diameter spindle shafts, 9" (22.9 cm) diameter conical ductile iron housing, and 2 greaseable tapered roller bearings.				
BLADES	21.75" (55.2 cm) long, 2.5" (6.4 cm) wide, .25" (.64 cm) thick.				
CASTER WHEELS	8 x 3.50-4, 4-ply, smooth, pneumatic, sealed precision ball bearings.				
GROUND FOLLOWING	6" anti-scalp cups on each blade, adjustable skids on each deck, 4 anti-scalp rollers on front deck and 1 on each wing.				
WING PROTECTION	Bi-directional, impact absorption device on each wing deck.				
RECYCLER® KIT	Model 30420 will convert decks into Guardian® Recycler® decks.				
MULCHING KIT	Model 30422.				
SKIDS	Reversible polymetric.				

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties. **Per EN ISO 5395: 2013.



Groundsmaster® 4000-D Attachment Specifications*



ROTARY BROOM, MB MODEL HCT	
TYPE	Windrow type, front mounted hydraulic broom with dual motors. Electric/hydraulic angling, 30° left and right.
BROOM SIZE	32" (81 cm) diameter x 60" (153 cm) wide.
BRUSH	Sectional brush with combination polypropylene/wire radial segments.
WEIGHT	460 lbs. (209 kg)
OPTIONS	Dirt Deflector, Storage Stands.



SUNSHADE	
UNIVERSAL MOUNT SUNSHADE	White, Model 30669 / Red, Model 30671



SNOWTHROWER, ERSKINE MODEL 2000	
STAGE	2
CLEARING WIDTH	61" (155 cm)
SNOW CUT DEPTH	29" (74 cm)
CUTTING EDGE	3/8" x 3" (9.5 mm x 7.6 cm) bolt-on
SKID SHOES	Adjustable
AUGER DIAMETER	16" (41 cm) open flight
FAN DIAMETER	20" (51 cm) 4-blade
CHUTE ROTATION	Hydraulic 270°
SHEAR PROTECTION	Pressure relief
THROWING DISTANCE	Up to 30' (9.14 m)
APPROXIMATE SHIPPING WT.	850 lbs. (386 kg)
HOSES	Included

*Specifications and design subject to change without notice.
Note: The Toro Company does not manufacture or sell the snowthrower or rotary broom, nor does Toro guarantee these accessories in any manner whatsoever.



Certified Participating Agency

As a certified user, you can purchase from Sourcewell's competitively solicited contracts. You will save time and money by using these corporate-level contracts to purchase the products and services you want—often through your local dealer.

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sourcewell-mn.gov

service@sourcewell-mn.gov

877-585-9706

City of Oregon City

Account # 2371

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

Dr. Chad Coauette, PhD, Executive Director/CEO



Date: December 20, 2024

Quotation for City of Oregon City

Quote No: Q006000

Prepared For:	Dan Hepler	Quote No:	Q006000
	City of Oregon City	Sales Person:	Aaron Semm
	United States of America		aaron.semm@turfstar.com

EQ-125755 City of Oregon City-4000
Turf Star western will give you \$5,000.00 Trade in on unit 886 Model#30410 Ser#270000292
City Of Oregon City Sourcewell Account# 2371
Toro contract Number 031121-TTC

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
30609: Groundsmaster 4000-D T4Compliant Diesel 54HP	1	\$88,080.90	\$88,080.90	NaN	\$88,080.90

Totals	88,080.90	0.00	88,080.90
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Accepted By: _____



Date: December 20, 2024

Quotation for City of Oregon City

Quote No: Q006000

Configuration Product Details
30609: Groundsmaster 4000-D T4Compliant Diesel 54HP

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
30609	Groundsmaster 4000-D T4Compliant Diesel 54HP	1	\$86,235.24	\$86,235.24	NaN	NaN
30671	Universal Sunshade Red	1	\$805.74	\$805.74	NaN	NaN
108-1450	BLADE SERVICE PACK, 21.75 IN (107-0214)	1	\$205.51	\$205.51	NaN	NaN
31522	4WD Man. Override KitGM4000 F17 and Up	1	\$500.76	\$500.76	NaN	NaN
131-6691	SEAT COVER, LARGE (Supersedes 120-5179)	1	\$46.65	\$46.65	NaN	NaN
FSD1	Setup	1	\$2,634.00	\$2,634.00	NaN	NaN
FSD2	Delivery	1	\$2,653.00	\$2,653.00	NaN	NaN
TRADE-IN	Trade-In Allowance	-1	\$5,000.00	-\$5,000.00	NaN	NaN
Totals:						\$88,080.9

0.0088,080.90

Accepted By: _____



Date: December 20, 2024

Quotation for City of Oregon City

Quote No: Q006000

Standard Terms and Conditions:

All customer orders require a review and either a customer signature on the final TSW quotation or a customer Purchase Order which includes the TSW quotation. In addition the customer must include a preferred delivery date, and any specific set-up requirements, such as Height of Cut, and the payment method must be pre-approved by TSW before proceeding with the order's acceptance.

All equipment sales are final, as most equipment is custom and specific to an application. Order cancellations must be approved in advance by TSW and will incur a 15% restock and handling fee.

Office Locations:

Northern California:

3928 N. Blattela Lane
Fresno, CA 93727

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742

Southern California:

79-893 Country Club Drive
Bermuda Dunes, CA 92203

955 Beacon Street
Brea, CA 92821

2255 Meyers Avenue
Escondido, CA 92029

Pacific Northwest:

1750 Industrial Dr. NE
Salem, OR 97301

5869 South 194th
Kent, WA 98032

2824 East Garland
Spokane, WA 99207

(800) 585-8001



WARNING:

Cancer and Reproductive Harm - <http://www.P65Warnings.ca.gov>
For more information, please visit <https://www.ttcocalprop65.com>

CALIFORNIA SPARK ARRESTER WARNING:

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation
A spark arrester may be required.
The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** January 15, 2025
From: Thomas Kissinger, Assistant Parks and Recreation Director

SUBJECT:

Item 7.h. - Construction Contract with Mid-America Pool Renovation, Inc. for the Oregon City Swimming Pool Resurfacing and Retiling Project

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute a Public Improvement Contract with Mid-America Pool Renovation, Inc. in the amount of \$315,000.00 for the Oregon City Swimming Pool Resurfacing and Retiling Project.

EXECUTIVE SUMMARY:

The Swimming Pool Resurfacing and Retiling improvement project has been deemed necessary to meet Clackamas County Public Health codes. This facility is important to the community, and the work will increase safety and longevity of the swimming pool. If the Commission approves this contract, staff can proceed with the project schedule to have work complete in Spring 2025.

BACKGROUND:

In 2020, the epoxy paint previously applied to the pool shell began to deteriorate, leading to the urgent need for repainting. To minimize the length of the closure required at that time, the decision was made to switch to acrylic paint. However, the acrylic paint has not adhered well to the aging concrete surface, resulting in significant chipping and deterioration. This has created ongoing maintenance challenges and raised public health concerns. To address these issues comprehensively and ensure the long-term usability of the pool, it is now proposed to plaster the pool shell instead of repainting it. Plastering offers a more durable and reliable solution, extending the life of the pool surface and reducing the likelihood of long-term closures over the next eight years. This approach prioritizes both resident access to the pool and operational efficiency by providing a more sustainable and cost-effective solution, while staying in compliance with public health codes.

On October 23 and 25, 2024, the project was advertised in the Daily Journal of Commerce and the City bid site in accordance with City and State contracting procedures. A non-mandatory pre-bid walkthrough meeting was available on October 31, 2024. The bid opening was held on November 6, 2024. In the public's best interest, the City determined to reject two bids and a third submission was non-responsive. The City re-advertised the project in a call for new bids, advertised in the Daily Journal of Commerce on November 13 and 15, 2024. A non-mandatory pre-bid walkthrough meeting was available on November 18, 2024. Bid opening was December 3, 2024. Three bids were received and two of the bids were non-responsive. The third bid from Mid-America Pool Renovation, Inc.

was reviewed and determined to be a responsive and responsible bidder. The contract award value is three hundred fifteen thousand dollars and no cents (\$315,000.00).

Below is a full list of the bidders and bid amount.

<u>BIDDER</u>	<u>BID AMOUNT</u>
Mid-America Pool Renovation, Inc.	\$315,000.00
USA Construction, LLC	Non-Responsive
Anderson Poolworks	Non-Responsive

The work will require closure of the pool. To minimize the impact to the community, this project will be completed during one of the slower seasons. We have planned in advance for this closure and will notify the public of the closure dates as soon as possible. The project is expected to begin the end of February 2025, with final inspection and completion of work by end of April 2025.

OPTIONS:

1. Approve Contract with Mid-America Pool Renovation, Inc. for the Oregon City Swimming Pool Resurfacing and Retiling Project.
2. Approve Contract with Mid-America Pool Renovation, Inc. for the Oregon City Swimming Pool Resurfacing and Retiling Project with Amendments.
3. Deny Contract with Mid-America Pool Renovation, Inc. for the Oregon City Swimming Pool Resurfacing and Retiling Project and provide further direction.

BUDGET IMPACT:

Amount	\$315,000.00
Fiscal Year(s):	2024-2025
Funding Source(s):	Parks Fund

SECTION VIA

CONTRACT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and Mid-America Pool Renovation, Inc. (“CONTRACTOR”).

Witnesseth, that the CONTRACTOR and the CITY, for the considerations stated herein, agree as follows:

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled **Oregon City Pool Resurfacing and Retiling** in accordance with the contract documents which are hereby made a part of this agreement. The contract documents consist of:

Invitation to Bid Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840/PWR Resident Bidder Status Recycled Products Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations (CCB#) Business License Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form/Customer Service Bid Bond First Tier Subcontractor Disclosure Form Oregon City Public Improvements Standard Conditions Contract Agreement	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon dated July 5, 2024 Prevailing Wage Apprenticeship Rates dated July 5, 2024 Definitions of Covered Occupations for Public Works Contracts in Oregon dated October 5, 2024 Contract Drawings Project Specifications Structural Calculations Standard and Guide Specifications for Construction (AAMA, ASTM, AA) as referenced by these documents Addenda: _____ All items included within these Contract Documents. https://www.oregon.gov/oha/ph/healthyenvironments/recreation/poolslodging/documents/poolrules.pdf
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be at substantial completion 35 consecutive calendar days after the Notice to Proceed. The project shall be ready for final acceptance within 42 consecutive calendar days after Notice to Proceed.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be three hundred fifteen thousand dollars (\$315,000).

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.

In witness whereof, the parties hereto have executed this agreement, the day and year first above written.

CITY OF OREGON CITY

Mid-America Pool Renovation, Inc.

By: _____
Anthony J. Konkol III
City Manager

Printed Name

By: _____
Authorized Signature

By: _____
Thomas Kissinger
Parks and Recreation Deputy Director

Title

Federal Taxpayer ID Number:

Approved as to Legal Sufficiency

By: _____
City Attorney

Address:

City Commission Award Date:



CITY OF OREGON CITY INVITATION TO BID

Second Posting Oregon City Swimming Pool Resurfacing and Retiling (Parks ITB-02)

Bid Name: Oregon City Swimming Resurfacing and Retiling

Reference #: Parks ITB-02

Close Date: **Tuesday, December 3, 2024**

Close Time: **2:00 PM**

Project Name: Oregon City Swimming Pool Resurfacing and Retiling

Owner's Contact: Thomas Kissinger, Parks and Recreation Deputy Director

Email: tkissinger@orc.org

Phone: 971-204-4602

Additional Owner's Contact: Kori Buth, Parks and Recreation

Administrative Assistant

Email: Kbuth@orc.org

Phone: 971-204-4602

**INVITATION TO BID
CITY OF OREGON CITY**

OREGON CITY POOL RESURFACING AND RETILING

Sealed bids for furnishing all materials, equipment, labor, and services for the **Oregon City Pool Resurfacing and Retiling** project for the City of Oregon City, Oregon will be received by Thomas Kissinger, Parks and Recreation Deputy Director, at the Oregon City Engineering and Operations Center, 13895 Fir Street – 1st Floor, Oregon City, Oregon until **2 PM local time on Tuesday, December 3, 2024**. Bids received after this time will not be considered. All bids received prior to the due date and time will be publicly opened and read on the due date and time at the location bids are received.

A **Non-Mandatory** pre-bid walkthrough will be held on **Monday, November 18, 2024, at 11:00 am** at the project site, 1211 Jackson Street, Oregon City, Oregon 97045. This Meeting will allow prospective bidders to see the site and ask questions relating to bidding or constructing the work under this contract. If deemed appropriate by the Parks Director, questions that cannot be addressed by direct reference to the bidding documents will be the subject of an addendum issued to all plan holders.

This project includes:

1. Refinishing the pool shell surface. Shell dimensions approximately 83' feet long, 42' wide, with a depth sloping from 4' to 12'. Verify all dimensions in field.
2. Supply/Install protective material around work area. Limit impact only to pool deck area. Protect office space and HVAC from construction.
3. Sweep, vacuum, pressure wash pool surface.
4. Remove all existing paint via Hydro blasting.
5. Install Commercial quartz- white plaster finish at a final finish depth of 3/8".
6. Install new main drain grate; Neptune Benson VGBA 2017 or equal.
7. Supply/Install new in-wall steps.
8. Install new inlet fittings to match existing pool layout and quantity, adjust to new plaster surface depth.
9. Supply/Install black tiled racing lanes (qty 6) – 2" x 2" tiles that are 12" wide.
10. Supply/Install black tiled transition slope (qty 1) - 2" x 2" tiles that are 12" wide (width of pool and up wall).
11. Supply/Install black tiled water polo lines (qty 2) - 2" x 2" that are 4" wide (width of pool and up wall).
12. Waterproof gutter prior to new tile installation.
13. Supply/install white gutter tile – 2" x 2" tiles (back gutter wall, bottom of gutter, outside and inside of gutter lip).
14. Supply/install white gutter tile (top of gutter lip) - 1" x 2" or; alternate install of 264 Linear Feet of 16 gauge 316 2B stainless steel cover. Include welded joints and mitered corners. Include slip joints for expansion at 10 locations.

15. Supply/Install standard white sanded grout.
16. Install 2 new stainless-steel eyebolts for attaching lane ropes. Match existing, final location to be supplied by owner.
17. 1 Year warranty for plaster and tile install- materials & workmanship by installer.
18. All project and construction aspects must follow Oregon Health Authority Public Health Division Administrative Rules Chapter 333- Division 60:
<https://www.oregon.gov/oha/ph/healthyenvironments/recreation/poolslodging/documents/poolrules.pdf>
19. Work is to be completed between the dates of 2/24/2025 to 4/30/2025

Solicitation documents are also available for review at the Oregon City Engineering and Operations Center, 1st Floor, 13895 Fir Street, Oregon City, Oregon, 97045, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, except legal holidays. Solicitation documents may also be obtained from the City's online plan center free of charge at <http://bids.oregoncity.org/>. Solicitation documents may be obtained by creating a new user account and registering for the project. General information including the planholder list is available to the public without registering.

Addenda, clarifications, and notices will be distributed through the City's online planholder system. Potential bidders are responsible for ensuring that contact information is registered correctly and that email updates are being received and not being sent to spam folders. It is in the best interest of potential bidders to check the website periodically to ensure all updates are received. The City is not responsible for failure of bidders to receive notifications of changes or corrections made by the City and posted as stated above.

Each proposal must be submitted on forms prescribed by the City and accompanied by a certified check, cashier's check, or bid bond in an amount equal to 10 percent (10%) of the total amount bid. The successful bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in the amount of one hundred percent (100%) of the amount of contract. The successful bidder will also be required to furnish a statutory public works bond in the amount of thirty thousand dollars (\$30,000.00). Evidence of workers' compensation insurance will be required before the work shall commence.

The City will investigate and determine the qualifications of the apparent low bidder prior to awarding the contract. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids if it is in the public interest to do so.

This advertisement is authorized under the direction of Thomas Kissinger, Parks and Recreation Deputy Director.

PUBLISHED: Daily Journal of Commerce, October 23 and October 25, 2024.

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SECTION I INSTRUCTION TO BIDDERS

This ITB and the resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes. The ITB and resulting Contract may be subject to other laws and rules. Bidders should obtain and become acquainted with the applicable provisions of the above laws and rules. Copies may be obtained as follows: OREGON REVISED STATUTES (ORS Chapters 279A and 279C) - Can be obtained from Legislative Counsel Committee, S101 State Capitol, Salem, OR 97310-0630. Phone (503) 378-8146, or on line at: <http://www.leg.state.or.us/ors/home.html>

1. Contact Information

1.1 Owner Contact Information: Bidders should direct all questions concerning the Contract Documents and/or Specifications in writing, through email, no later than seven (7) calendar days prior to bid opening, to Thomas Kissinger, Oregon City Parks and Recreation Deputy Director, email: tkissinger@orc.org. The City of Oregon City herein used synonymously with the term "Owner" as used in the General Conditions.

2. General Information

2.1 Scope of Work: The work contemplated under this contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for and reasonably incidental to, the completion of all work in connection with the project described in the Contract Documents. Contractor to visit the site to understand current construction activity prior to submitting a bid.

2.2 Preparation: Special care should be exercised in the preparations of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the work, including local conditions, uncertainty of weather, and all other contingencies.

2.3 Discrepancies: If a bidder finds discrepancies in, or omissions from the plans, specifications, contract documents, or have doubt as to their meaning; the bidder shall at once notify the Owner. The Owner will then investigate and determine if an addendum will be issued.

3. Bid Preparation

3.1 Bids are Offers: The bid is the bidder's offer to enter into a contract which, if the bid is accepted for award, binds the bidder to a contract and the terms and conditions contained in the invitation to bid. A bidder shall not make the bid contingent upon the Owner's acceptance of specifications or contract terms that conflict with or are in addition to those advertised in the Invitation to Bid.

3.2 Bid Form: The bid response shall be made on the form provided in the Invitation to Bid as prescribed by the Owner. The bidder may not alter, modify or change the bid form except as directed by bid addendum. Bidders are required to use the form provided within the Contract Documents. Bids may be rejected if they contain any recapitulation or restating of the work to be done, disclaimers, exceptions or other limitations. All bids must be sealed, typewritten or prepared in ink and must be submitted on the Bid Form. No oral, telegraphic, telephone or facsimile bids will be accepted.

3.3 Addenda: The Owner reserves the right to make changes to the Invitation to Bid and the resulting contract, bywritten addenda, prior to the closing time and date. Addenda notification will be e-mailed to all parties qualified to bid. The Owner is not responsible for a bidder's failure to receive notice of addenda. Addenda shall only be issued by the Owner and upon issuance are incorporated into the Contract Documents or the resulting contract. If required by addendum, bidders shall sign and return the addendum prior to the bid closing time and date.

3.4 Examination of Plans, Specifications and Work Site: It is understood that a bidder, before submitting its bid, had made a careful examination of all plans, specifications, and contract documents; that the bidder is fully informed as to the quality and quantity of materials and character of work required; and that the bidder had made a careful examination of the location and conditions of the work and the sources of supply for materials. It is further understood that a bid awarded hereunder is subject to the Owner being able to comply with all zoning ordinances or obtain rezoning of the property where necessary, and comply with local building code restrictions and conditions for the structure or structures contemplated in the bid documents, and any or all of which conditions may be contained in the contract and if such conditions are not satisfied may result in termination of the contract. The Owner will in no case be responsible for any loss of for any unanticipated costs that may be suffered by the contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the work.

3.5 Construction Contractor's Board (CCB): The bidder shall be currently registered with the CCB, holding the proper registration for the work contemplated herein, at the time of bid submittal. All subcontractors participating in the project shall be similarly registered with the CCB at the time they propose to engage in subcontract work or valid license from the Oregon State Landscape Contractor's Board, as defined by ORS 671.530. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

3.6 Delinquent Oregon Taxes: No contract will be awarded to a bidder who cannot certify they are not in any violation of Oregon tax laws. For purposes of this requirement, "Oregon Tax Laws" means those programs listed in ORS 305.380 (4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue.

3.7 Drug Testing Program: Bidder must have a "Qualifying Employee Drug-testing Program" pursuant to ORS 279C.505.

3.8 First-Tier Subcontractor Disclosure Instructions: Pursuant to ORS 279C.370, bidders are required to disclose information about certain first-tier subcontractors when the Owner estimates the contract value for a public improvement to be greater than \$100,000. Specifically, when the contract amount of a first-tier subcontractor furnishing labor, or labor and materials, it would be greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract in its bid submission or within two (2) working hours after bid closing:

- a) The subcontractor's name,
- b) The category of work that the subcontractor would be performing, and
- c) The dollar value of the subcontract.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying Disclosure Form. The Owner MUST reject a bid if the bidder fails to submit the disclosure form with this information by the stated deadline. OAR 137-049-0360. A bidder shall submit the disclosure form required by OAR 137-049-0360 either in its bid submission or within two (2) working hours after Bid Closing in the manner specified by the Invitation to Bid.

Compliance with the disclosure and submittal requirements of ORS 279C.370(2) and (3) and these instructions is a matter of responsiveness. Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award. The Owner shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370 and OAR 137- 049-0360. The Owner shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The Owner is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.370.

3.9 Use of Brand or Trade Names: Any brand or trade names when used are for the purpose of establishing a basis of quality, certain machinery, equipment or kinds of materials, either by description or process or by designating a manufacturer by name and referring to its brands or product designation, or by specifying a kind of material. It is not the intent of this contract to exclude other processes, equipment, or materials of equal quality, value, utility or merit. Whenever a process is designated or a manufacturer's name, brand or item is designated or described, it shall be understood that the words "or Equal" follow such name, designation or description, whether in fact they do so or not. For those items designated with "or Approved Equal", approval shall be obtained prior to the bid closing in accordance with Equipment, Methods or Material Substitution. Any items designated "as Required", no substitutions will be considered.

3.10 Equipment Methods or Material Substitution: When a brand name(s) is required by the specifications, all bidders shall provide the specified product unless another product or products are approved through product substitution. Bidders may request approval in writing on company letterhead to the Owners Representative, not less than five (5) calendar days prior to bid closing. Each request shall contain sufficient information to determine product acceptability. A product substitution request that is not complete may not be considered. The Owners Representative shall determine, in its sole discretion, whether a bidder's requested substitution is "Equal". Approval of any substitute equipment, method or materials shall be issued in the form of an Addendum issued no later than seventy-two (72) hours prior to bid closing.

3.11 Bid Security: Each bid shall be accompanied by a certified or cashier's check, irrevocable letter of credit (Bank) or bid bond on the form included in the contract documents payable to the Owner in an amount equal to ten percent (10%) of the total amount bid. Bid Security shall be furnished to the Owner as security against failure of the undersigned to comply with all requirements within the time frames established subsequent to notification of award. If the undersigned fails to execute the Contract, furnish a Performance Bond and a Payment Bond, or furnish certificates of insurance, then the Owner may collect under the Bid Security.

3.12 Unit and Total Price: All designations and prices shall be fully and clearly set forth. The written bid price shall prevail over the numerical bid price.

3.13 Signature on Bid: Bids must be signed in ink by an authorized representative of the bidder. Signature on a bid certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a bid also certifies that the bidder had read and fully understands all specifications, terms and conditions. No consideration will be given to any Claim resulting from bidding without comprehending all requirements of the Contract Documents OAR 137-049-0260(3).

3.14 Protest of Bid Requirements: Bidders may, in writing protest or request changes of any specifications or contract terms. This written protest or request must be received by the Owner unless stated differently in the bidding documents no later than ten (10) calendar days prior to the Bid Closing date. The written protest or request shall include the reasons for the protest or request, and any proposed changes to the bid specifications or contract terms. Envelopes containing bid protests shall be marked identifying the project name, closing date, time and include the words "Bid Protest".

3.15 Prevailing Wage Rates (BOLI Requirements): The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates, as outlined in Sections C.1, C.2 and G.2.3 of the General Conditions. This ITB and the resulting Contract are subject to the following Bureau of Labor and Industries (BOLI) wage requirements, which are incorporated by reference: PREVAILING WAGE RATES for Public Works Contracts in Oregon subject to BOTH the state PWR and federal Davis-Bacon Act", October 5, 2024, issuance date.

<https://www.oregon.gov/boli/employers/pages/occupational-definitions.aspx>

If the “**PREVAILING WAGE RATES for Public Works Contracts in Oregon subject to BOTH the PWR and federal Davis-Bacon Act**” are specified, then the Contract is subject to federal Davis- Bacon Act requirements in addition to BOLI requirements. If the federal funding provisions do apply then the Contractor shall pay the higher of the BOLI wage rates and fringe benefits, as identified in the above BOLI wage rate comparison booklet, or the federal wage rates and fringe benefits listed in the publication “**General Wage Determinations Issued Under the Davis-Bacon and Related Acts**” from the U.S. Secretary of Labor Bidders are advised that federal Davis-Bacon rates may be amended at any time prior to Bid Closing and that contractors remain responsible for meeting federal requirements even if the BOLI wage rate comparison booklet has not been amended to show those federal changes.

4. Required Bid Forms

4.1 Required Bid forms: Each bid must contain the following items on the forms provided in this bid packet:

- a) Section II A Bid Form
- b) Section II B Residency Information
- c) Section II C Recycled Products Certification
- d) Section II D Bid Bond in the amount of 10 percent of the submittal bid
- e) Section II E Certification of Drug Testing Program
- f) Section II F Compliance with ORS 279.840 (Prevailing wages)
- g) Section II G Non-Collusion Statement
- h) Section II H Asbestos Certification
- i) Section II I Registrations
- j) Section II J Business Licenses
- k) Section II K Certification of Non-Discrimination
- l) Section II L Certification of Compliance with Tax Law
- m) Section II M Customer Service Acknowledgement
- n) Section II N First-Tier Subcontractor Disclosure Form

5. Bid Submission

5.1 Submission Location: The bid and all required attachments must be received at Oregon City Engineering and Operations Center, 13895 Fir Street – 1st Floor, Oregon City, OR 97045. Attention Thomas Kissinger, Parks and Recreation Deputy Director by bid closing **Tuesday, December 3, 2024, at 2:00 PM**. Submit the bid in a sealed envelope marked “Invitation to Bid, Oregon City Swimming Pool Resurfacing and Retailing” – Bid Closing **December 3, 2024,**”. Sealed bids must be received prior to bid closing time.

5.2 Subcontractor Disclosure Form Submission: The Subcontractor Disclosure Form must be received at Oregon City Engineering and Operations Center, Oregon City, OR 97045 with the bid submission by **2:00 PM on December 3, 2024**. Mailing Address: Oregon City Engineering and Operations Center, 13895 Fir Street – 1st Floor, Oregon City, OR 97045, Attention Thomas Kissinger, Parks and Recreation Deputy Directory.

5.3 Subcontractor Responsiveness: Compliance with the Subcontractor Disclosure and submittal requirements of ORS 279C.370(2) and (3) and this rule is a matter of responsiveness. Bids which are submitted by bid closing, but for which the Subcontractor Disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for contract award.

5.4 Bid Modification: Once submitted, bids may be modified in writing prior to the time and date set for bid closing. Modifications shall be prepared on the bidder’s letterhead, signed by an authorized representative of the bidder, state that the new document supersedes or modifies the prior bid and be submitted in a sealed envelope, appropriately marked identifying the project name, closing time and date. Telephone, telegraphic and facsimile modifications are not acceptable.

5.5 Bid Withdrawals: A bid may be withdrawn prior to the bid closing time and date. Bids may be withdrawn in writing, on the bidder’s letterhead, signed by an authorized representative of the bidder.

5.6 Late Bids: No bid received after bid closing time will be considered. The Owner shall not be responsible for the proper identification and handling of any bid not submitted in the proper form or specified location.

6. Bid Opening

6.1 Bid Reading: Bids will be opened and publicly read at Oregon City Engineering and Operations Center, 13895 Fir Street, Oregon City, Oregon at **2:00 PM on December 3, 2024**. Bidders are invited to be present and record results. Award decisions will not be made at the bid opening. Only the name of the bidder(s), the bid item(s) and amount to be considered for award purposes will be read at the bid opening.

7. Bid Results

7.1 Bid Notification: To obtain bid results, notes may be taken at the public reading of the bid or a personal inspection may be made of the bid files at a later date, by appointment only, during regular business hours. Awarded bid files are public records and available for review upon request to the Owner.

7.2 Bid Tabulation: Bidders may request tabulations of bids from the Owner. Each request for bid tabulation must be written indicating the project name, bid closing date, your name and mailing address.

8. Bid Evaluation and Award

8.1 Bid Award: A contract may be awarded to the Lowest Responsible/Responsive Bidder, subject to the provisions of the bid requirements. The competency and responsibility of the bidders and of their proposed subcontractors will be considered in making the award.

8.2 Lowest Responsible/Responsive Bidder: Bids will be evaluated to identify the “lowest responsible/responsive bidder”. The “lowest responsible/responsive bidder” is the lowest bidder who has substantially complied with all requirements of the Contract Documents and who can be expected to deliver promptly and perform reliably.

8.3 Method of Award: Bid award will follow the procedure set forth in the Contract Documents, the Owner’s Public Contract Rules and the Oregon Attorney General’s Model Public Contract Rules in that order of priority. The Owner reserves the right to make the award by item, groups of items, entire bid, alternative bid or add/deduct whichever is in the best interest of the Owner.

8.4 Unit and Total Price: The price per item shall be clearly shown in the space provided. The pricing shall be extended to show the total when required. In case of errors in extension the unit price shall prevail. The written unit price shall prevail over the numerical unit price.

8.5 Cash Discounts: Cash discounts will not be considered for award purposes unless stated in the Contract Documents.

8.6 Oregon Preference: Awards shall be subject to preference for products produced or manufactured in Oregon, price, fitness and quality being equal as defined by ORS 279A.120.

8.7 Reciprocal Law: In determining the lowest responsible bidder, a nonresident bidder eligible to receive a preference in the state that the bidder resides, shall have that same percentage preference added to the bid amount, pursuant to ORS 279A.120.

8.8 Bid Rejection: The Owner may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the Owner that it is in the public interest ORS 279C.395.

8.9 Protest of Award: An adversely affected or aggrieved bidder may protest contract award within the time stipulated in the bidding documents per OAR 137-049-0450, this timeline shall be no more than seven (7) calendar days following issuance of the written tentative Notice of Award. Notice of contract award shall consist of either a notice to the apparent lowest bidder or issuance of the Notice to Proceed (whichever is earliest). Unsuccessful bidders are not generally notified that a contract is awarded. In order to be an adversely affected or aggrieved bidder, the bidder must claim to be eligible for award of the contract as the lowest responsible and responsive bidder and that any and all lower bidders are ineligible to receive contract award. An actual bidder who is adversely affected or aggrieved by the award of the contract to another bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the established timelines. Pursuant to OAR 137-049-0450, no protest against award because of the content of the bid specifications or contract terms shall be considered after the deadline established for submitting protests for bid specifications or contract terms.

8.10 Award: After expiration of the seven (7) calendar-day intent-to-award protest period, and resolution of all protests, the Owner will proceed with final award. (If the Owner receives only one Bid, the Owner may dispense with the intent-to-award protest period and proceed with award of a Contract.)

8.11 Commencement of Work: Contractor shall not commence Work under this Contract until the Notice to Proceed has been issued.

8.12 Review of Awarded Bid Files: Awarded Bid files are public records and available for review at the Owner's office by appointment during regular business hours (Monday through Friday).

8.13 Joint Venture/Partnership Information: The apparent successful Bidder, if a Joint Venture/Partnership shall provide a copy of the joint venture agreement or partnership agreement evidencing authority to Offer and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a joint venture or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All partners and joint ventures will be required to sign the Contract awarded.

9. Contract Period and Notice to Proceed

9.1 Contract Performance Period: The bidder shall note the contract period in calendar days which begins with the Notice to Proceed and ends with the Final Completion Date. **Anticipated Notice to Proceed date is approximately 10 days after Commission approval.** The bidder should make due allowance for any specified on-site work restrictions or other probable difficulties (weather, high water, existing business, etc.) which may be encountered to assure that the work can be accomplished on schedule within the contract period. The work period for this project is from **02/24/2025 to 04/30/2025**.

9.2 Performance Bond: The bidder, to whom award is made, must enter into written Contract within fourteen (14) calendar days after the prescribed forms are presented to them for signature. Failure to enter into a Contract may result in bid bond forfeiture and result in award to the next lowest responsible/responsive bidder. A 100% performance bond is required in the full amount of the Contract price within 72 hours after Intent to Award.

9.3 Payment Bond: The bidder, to whom award is made, must enter into written Contract within fourteen (14) calendar days after the prescribed forms are presented to them for signature. Failure to enter into a Contract may result in bid bond forfeiture and result in award to the next lowest responsible/responsive bidder. A 100% payment bond is required in the full amount of the Contract price within 72 hours after Intent to Award.

9.4 Insurance: The apparent successful Bidder shall provide all required proofs of insurance to the Owner within fourteen (14) calendar days of notification of intent to award. Failure to present the required documents within the fourteen (14) calendar-day period may result in Offer rejection. Bidders are encouraged to consult their insurance agent(s) about the insurance requirements as identified in Section 3.a of the Public Improvement Standard Conditions prior to Offer submission.

Bidders must satisfy these insurance requirements by obtaining insurance coverage from insurance companies or entities acceptable to State that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the state of

Oregon, and certain nonadmitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by the Owner. The Owner's approval will be based on its assessment of the nonadmitted surplus lines insurer and the suitability of surplus lines insurance for this particular procurement.

9.5 Schedule of Values: Following the contract award and issuance of the Notice to Proceed the Contractor shall within ten (10) calendar days submit a lump sum bid cost breakdown, separated in major items of work on the form as provided by the Owner's Representative. Unless objected to by the Owner, this cost breakdown and the amount of accepted work performed shall be used as the basis for determination of progress payments or to the Contractor at the end of the construction period.

10. Anticipated Project Schedule

Date	Event
Nov. 13, 2024 & Nov. 15, 2024	Advertise Solicitation for Bids
Nov. 18, 2024, at 11:00 AM	Non-Mandatory pre-bid walkthrough meeting
Dec. 3, 2024, at 2:00 PM	Bid Closing date and time
Dec. 3, 2024, at 2:00 PM	Bid Opening date and time
Dec. 3, 2024, at 2:00 PM	Subcontractor Disclosure Deadline
Within 5 calendar days after opening	Review bid and attachments submitted by contractors. Send Notice of Intent to Award letter with copies of the agreement and bond forms to the apparent lowest responsible/responsive bidder
Within 72 hours after issuing Intent to Award	Payment and Performance Bonds due.
Within 2 weeks from issuing Intent to Award	Contractor to submit all required paperwork (signed contract agreement, business license and insurance)
Within 3 weeks from issuing Intent to Award	Review the paperwork submitted by the Contractor
Within 6 weeks from issuing Intent to Award	Anticipated Notice to Proceed issued to Contractor. Execute the agreement and distribute to the Contractor. Contract period begins.
February 24, 2025	Project start date
April 30, 2025	End of Project. Final Inspection and acceptance

End of Instruction to Bidder

SECTION II

BID SUBMITTAL REQUIREMENTS

SECTION IIA
BID FORM

To: City of Oregon City
Attn: Thomas Kissinger, Parks and Recreation Deputy Director
13895 Fir Street
Oregon City, OR 97045

Project: Oregon City Pool Resurfacing and Retiling

Bid Closing Date and Time: **December 3, 2024 @ 2:00 PM**

The undersigned, as Bidder, declares:

That the only persons or parties interested in this Bid as principals are those named herein; and That this Bid is made without collusion with any other person, firm or corporation; and

That the Bidder has carefully examined the Contract Documents, Addenda (if any), Specifications, and Drawings. Form of Agreement and all other Contract Documents; and

In submitting this Bid, Bidder proposes and agrees that:

The Bidder has examined the entire Invitation to Bid and the following Addenda:

Date_____	Number _____
Date_____	Number _____
Date_____	Number _____
Date_____	Number _____

receipt of all is hereby acknowledged; and

The Bidder acknowledges receipt, has read and understands all Contract Documents in existence at the date the Bid Form is signed. The Bidder waives all rights to plead any misunderstanding regarding the same; and

The Bidder has personally inspected the actual location of the work and all other local conditions affecting it; and

If this Bid is accepted, the Bidder shall certify in the Contract Agreement, and it shall be a condition of the payment bond, as provided by ORS 279C.800 through 279C.870, that in performing this Contract the Bidder will pay and cause to be paid not less than the prevailing rate of wages as of the date of the Public Notice, per hour, per day and per week for and to each and every workman who may be employed in and about the performance of this Contract; and

The Bidder shall comply with all applicable Public Contract Laws to include ORS 279C.500 to ORS 279C.530 and the Oregon Workers Compensation Laws as required by ORS 656.017; and

The Owner to notify and submit Notice of Public Works with the Bureau of Labor and Industries and shall pay any associated fees.

The Bidders Company has a valid Certificate of Registration with the Construction Contractors Board, in accordance with ORS 701 et. seq for all the work described herein. Bidders' Registration Number is; and

The Bidder by its signature, hereby attests or affirms under penalty of perjury that I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that the Contractor is, to the best of my knowledge, not in violation of any Oregon tax laws; and

The Bidder by its signature, hereby attests or affirms under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws; and

The Bidder has read, completed and attached to the Bid Form all required bid forms (Section II B through II N); and

The Bidder is required to submit the First Tier Subcontractor Disclosure Form. If the Bidder will not be using any subcontractors that are subject to the disclosure requirements, the bidder must indicate the word "NONE" on the Disclosure Form and comply with ORS 279C.370; and

The Bidder certifies by its signature on this Bid Form that the Bidder has a Qualifying Drug Testing Program in place for its employees, pursuant to ORS 279C.505; and

The Bidder agrees upon issuance of the Owner's Notice to Proceed to complete the entire Contract within the set work period of 02/24/2025 – 04/30/2025; and

The Bidder agrees that failure to complete the work by the specified time will result in actual damage to the Owner. It is agreed that the Contractor shall pay to the Owner, not as a penalty but as liquidated damages, Two-Hundred and Fifty Dollars (\$250.00) per day for each day elapsed past the date set for Final Completion, until such time as Final Completion has been obtained. Liquidated damages may be deducted by the Owner from any funds due the Contractor; and

The Bidder will accept as full payment the amount earned under this Contract as set forth in the following schedule; and

Description of Item

- 1. Provide a lump sum base-bid that includes a cost for all necessary labor, tools, machinery, materials, transportation, equipment and services to complete the pool resurfacing and retiling.**

Description of Work	Cost	Area	Cost per Sq. Ft.
1. Refinish pool shell (approx. 83' long, 42' wide, depth slop from 4' to 12')			
2. Supply/install protective material around work area. Limit impact only to pool deck area. Protect office space and HVAC from construction			
3. Sweep, vacuum, pressure wash pool surface			
4. Remove all existing paint via Hydro blast			
5. Install commercial quartz-white plaster finish at final finish depth of 3/8"			
6. Install new main drain grate; Neptune Benson VGBA 2017 or equal			
7. Supply/install new in-wall steps			
8. Install new inlet fittings to match existing pool layout and quantity, adjust to new plaster surface depth			
9. Supply/install black tiled racing lanes (qty 6) – 2" x 2" tiles that are 12" wide			
10. Supply/install black tiled transition slope (qty 1) – 2" x 2" tiles that are 12" wide (width of pool and up wall)			
11. Supply/install black tiled water polo lines (qty 2) – 2" x 2" that are 4" wide (with of pool and up wall)			
12. Waterproof gutter prior to new tile installation			
13. Supply/install white gutter tile – 2" x 2" tiles (back gutter wall, bottom of gutter, outside and inside of gutter lip)			
14. Supply/install white gutter tile (top of gutter lip) – 1" x 2" or; alternate install of 264 linear feet of 16 gauge 316 2B stainless steel cover. Include welded joints or mitered corners. Include slip joints for expansion at 10 locations.			
15. Supply/install standard white sanded grout			
16. Install 2 new stainless-steel eyebolts for attaching lane ropes. Match existing, final location to be supplied by owner			
17. 1 year warranty for plaster and tile install, materials, and workmanship by installer			
18. All project and construction aspects must follow Oregon Health Authority Public Health Division Administrative Rules Chapter 333-Division 60: https://www.oregon.gov/oha/ph/healthyenvironments/recreation/poolsloping/documents/poolrules.pdf			
19. Work is to be completed between the dates of 2/24/2024 to 4/30/2025			

(Subtotal 1 + 2 + 3 = Lump sum base-bid)

LUMP SUM BASE-BID (WRITTEN)_____

LUMP SUM BASE-BID (FIGURES)\$_____

That if this Bid is accepted, the Bidder will Contract with the Owner, in the said form of Contract, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed; and

The Bidder by whom this Bid is submitted, and by whom the Contract will be entered into in the event the award is made, is

("a corporation", "a partnership" or "an individual")

doing business at _____
(street address)

(city, state, zip code)

which is the address where all communications concerned with this Bid and the Contract should be sent; and

The names of the president, treasurer and manager of the bidding corporation, or the names and residences of all persons and parties interested in this Bid as partners or principals are as follows; and

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

The name of the surety by which the Surety Bond covering the Contract, if awarded, will be furnished, and the name and address of the surety's local agent are as follows (attach a separate sheet if using more than one surety); and

Name of Surety_____

Name of Agent _____

Address_____

Accompanying this Bid is Bid Security in the amount of _____

(\$ _____), which amount is not less than ten percent (10%) of the total amount of the Bid;
and

If this Bid shall be accepted and the undersigned shall fail to, or neglect to, Contract as aforesaid, and to give bond in the sum of the total amount of the Bid as aforesaid, with surety satisfactory to the Owner and the Contract prepared and ready for execution, the Owner may, at its option, determine that the Bidder has abandoned the Contract, and thereupon forfeiture of the security accompanying this Bid shall operate, and the Bid security shall be the property of the Owner.

BIDDER:

Dated this _____ day of _____, _____

20 Signature: _____

Typed Name: _____ Title: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax Identification Number: _____

End of Bid Form

SECTION II B
RESIDENCY INFORMATION

ORS 279A.120 states “In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid/proposal of a non-resident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.”

“Resident bidder” means a bidder that has paid unemployment taxes or income taxes in this state during the twelve (12) calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a “resident bidder”.

“Non-resident bidder” means a bidder who is not a “resident bidder” as defined above.

20. Check one: Bidder is a () resident bidder () non-resident bidder

21. If a resident bidder, enter your Oregon business address:

22. If a non-resident bidder, enter your state of residency: _____

23. If a non-resident bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state’s government or with other governmental bodies in your state.

Check one: () yes () no

If yes, state your preference percentage: _____ %

If yes, but not a percentage of bid/proposal price, describe the preference:

If yes, state the law or regulation that allows the preference described (legal citation): _____

SECTION II C
RECYCLED PRODUCTS CERTIFICATION

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

ORS 279A.010(gg) states: "Recycled product" means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. "Recycled product" also includes any product that could have been disposed of as a solid waste, having completed its cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.

ORS 279A.010(s) states: "Post-consumer waste" means a finished material that would normally be disposed of as a solid waste, having completed its life cycle as a consumer item. "Post-consumer waste" does not include manufacturing waste.

ORS 279A.010(hh) states: "Secondary waste materials" means fragments of products or finished products of a manufacturing process that has converted a virgin resource into a commodity of real economic value. Includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, "secondary waste materials" does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips sawdust, or other wood residue from a manufacturing process."

ORS 279A.010(ff) states: "Recycled PETE product" means a post consumer polyethylene terephthalate material.

I, the undersigned duly authorized representative of the bidder hereby certify that the products, if any, offered in this bid/proposal contain the following minimum percentages:

- a. _____% (recycled product as defined in ORS 279A.010(gg))
- b. _____% (post-consumer waste as defined in ORS 279A.010(s))
- c. _____% (secondary waste materials as defined in ORS 279A.010(hh))
- d. _____% (recycled PETE product as defined in ORS 279A.010(ff))

It is the bidder's responsibility to provide additional signed copies of the certification of Compliance for each item which contains a different percentage of recycled materials than listed above.

SECTION IID

BID BOND

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the City of Oregon City "Owner" the sum of (\$ _____) _____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to the Owner in response to Owner's procurement document for the project identified as the: Natatorium Curtain Wall Glazing which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365(4) and the procurement document.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to the Owner its good and sufficient performance and payment bonds required by the Owner within the time fixed by Owner, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20 _____.

PRINCIPAL: _____

SURETY: _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name _____

Signature _____

Attest: _____
Corporation Secretary

Address _____

City/State/Zip _____

Phone _____ Fax _____

SECTION II E

CERTIFICATION OF DRUG TESTING PROGRAM

CERTIFICATION OF DRUG TESTING PROGRAM DRUG

TESTING PROGRAM

The undersigned confirms that this firm has an employee drug-testing program in place and will demonstrate this prior to award of contract.

Date _____

Signature of Bidder _____ Title _____

_____ Business Name _____

SECTION II F

COMPLIANCE WITH ORS 279.840

COMPLIANCE WITH ORS 279C.840 (PREVAILING WAGES)

PREVAILING WAGES

The Contractor agrees to be bound by and will comply with the provisions of ORS 279C.840 (workers on public works projects to be paid not less than the prevailing rate of wage posting of rates) or 40 U.S.C. 276a.

Date _____

Signature of Bidder _____ Title _____

_____ Business Name _____

SECTION II G

NON-COLLUSION STATEMENT

NON-COLLUSION STATEMENT

I hereby certify that the bid submitted by _____ is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and I further state that we have not directly or indirectly induced or solicited any bidder or supplier on the above work to put in a sham bid, or any other person or corporation to refrain from bidding; and that we have not in any manner sought by collusion to secure to ourselves an advantage over any other bidder or bidders.

Signature of Authorized Agent _____

Printed Name _____

Title _____

Company _____

Date _____

SECTION II H
ASBESTOS CERTIFICATION

ASBESTOS CERTIFICATION

ASBESTOS REMOVAL

The undersigned indicates herein that s/he is or is not licensed under ORS 468A.710 for asbestos removal.

Is licensed

Is not licensed

Signature of Authorized Agent_____

Printed Name_____

Title_____

Company_____

Date_____

SECTION III I
REGISTRATIONS

REGISTRATIONS

The City will not accept a bid unless the Contractor is registered with the CCB [OAR 137-049-0200(1)(a)(K)], and the contractor or the subcontractor doing the construction is licensed by the State.

The undersigned confirms that this firm is registered with the CCB and that this firm or the subcontractor doing the landscaping is licensed by the State Landscape Contractors Board.

Date_____

Signature of Bidder_____

Title_____

Contractor Name_____

Contractor CCB #_____

Subcontractor_____

Subcontractor CCB #_____

**SECTION II J BUSINESS
LICENSES**

**BUSINESS LICENSES (OCMC
05.04)**

In accordance with Oregon City Municipal Code 05.04 (<http://www.orcity.org/finance/business-licenses>), no person shall carry on any business within the city without first obtaining an applicable City **or** Metro business license.

Contractor Name_____

Oregon City Business License No. _____

Metro Business License No. _____ *

ICERTIFY THAT THE CONTRACTOR LISTED ABOVE (CHECK ONE):

- ☐ Is in possession of a current City of Oregon City business license.
- ☐ Will apply for and obtain an Oregon City/Metro Business License if awarded the contract and required by the City to do so.

Signature of Bidder_____

Title_____

*Note: A Metro business license is sufficient to perform work for the City provided the Contractor has or will be earning \$250,000 or less in gross receipts from the City of Oregon City for the fiscal year (July 1 to June 30). Contractors earning more than \$250,000 must have a City of Oregon City Business License.

**SECTION II K
CERTIFICAION OF NON-DISCRIMINATION**

**CERTIFICATION OF NON-DISCRIMINATION [ORS
279A.110(A) & OAR 137-049-0440(3)]**

The undersigned certifies that it has not discriminated against minority, women or emerging small business enterprises in the obtaining of subcontracts for this project and shall not discriminate against minority, women or emerging small business enterprises in awarding of subcontracts for this project.

Date_____

Signature of Bidder_____

Title_____

Contractor Name_____

SECTION III
CERTIFICATION OF COMPLIANCE WITH TAX LAW

CERTIFICATION OF COMPLIANCE WITH TAX LAW

The undersigned certifies, under penalty of perjury, to the best of the undersigned's knowledge, it is not in violation of any tax laws, including state tax laws imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

Date _____

Signature of Bidder _____

Title: _____

Contractor Name _____

SECTION IIM

CUSTOMER SERVICE ACKNOWLEDGMENT FORM

Project Name:

Bid Closing: Date: _____ Time: _____ AM ____ PM ____

Note: This form is part of the inquiry concerning bidder responsibility and must be submitted with the other proposal forms as specified in Section I (4.1) Required Bid Forms.

Bidder, by his/her signature below, hereby signifies that s/he has read and understands the construction specifications.

Bidder further acknowledges that s/he understands their terms, fully acknowledges their importance to successful completion of the project, and agrees to be bound thereby if awarded this contract. Bidder further assures the City that, if awarded this contract, s/he will promptly, efficiently and courteously carry out his/her responsibilities under the aforementioned specifications.

Signature of Bidder

Title

Name of Firm

Date

SECTION II N

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (OAR 137-049-0360)

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award

OWNER SUPPLIED INFORMATION:

PROJECT NAME: Oregon City Swimming Pool Resurfacing and Retiling
BID Name: Oregon City Pool Resurfacing and Retiling
BID CLOSING Date: **December 3, 2024** Time: **2:00 PM**
REQUIRED DISCLOSURE DEADLINE: Date: **December 3, 2024** Time: **2:00 PM**
Deliver Form To: City of Oregon City
Designated Recipient: Thomas Kissinger, Parks and Recreation Deputy Director Phone #: 971-204-4602

Owner's Address: Oregon City Engineering and Operations Center, Oregon City, OR 97045

INSTRUCTIONS:

The Owner will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the bid number and project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name, Category of Work and Dollar Value for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): _____

Contact Name: _____ Phone #: _____

SECTION III

BOND FORMS

SECTION IIIA

PAYMENT BOND

Bond _____ No. _____ -

Solicitation _____

Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* <i>If using multiple sureties</i>	Total Penal Sum of Bond:	\$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Oregon City the sum of (Total Penal Sum of Bond) _____ (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Oregon City, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Oregon City and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the

Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the City of Oregon City on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Oregon City, or the above-referenced members, officers, employees or agents be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20_____.

PRINCIPAL: _____

By _____
Signature

Official Capacity Attest:

Corporation Secretary

SURETY: _____

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

PERFORMANCE BOND

Bond _____ No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* If using multiple sureties		Total Penal Sum of Bond:\$ _____

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Oregon City the sum of (Total Penal Sum of Bond) _____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Oregon City, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Oregon City, and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the above-referenced members, officers, employees and agents, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 20 .

PRINCIPAL: _____

By _____
Signature

Official Capacity
Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name _____

Signature _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

SECTION IV

CONTRACT GENERAL REQUIREMENTS

SECTION IV A

BOLI PREVAILING WAGE RATES (PWR)

By this reference, the Oregon Bureau of Labor and Industries Prevailing Wage Rates are in effect for this contract. They can also be found on line at www.oregon.gov/boli/whd/pwr/Pages/index.aspx. More specifically, they include:

Ensure information is current by checking w/ BOLI and updating if appropriate

Prevailing Wage Rates for Public Works Contracts in Oregon	<i>Effective Oct. 5, 2024</i>
Prevailing Wage Rates Apprenticeship Rates	<i>Effective Oct. 5, 2024</i>
Definitions of Covered Occupations for Public Works Contracts in Oregon	<i>Effective Oct. 5, 2024</i>
Prevailing Wage Rate Amendment	<i>Effective Oct. 5, 2024</i>

P:\ParksRec\Contracts and Agreements\RFP and Invitation to Bid\Definitions of Covered Occupations for Public Work Contracts in Oregon - October 5, 2024.pdf

SECTION IV B

CONTRACTOR'S RELEASE OF LIENS AND CLAIMS FORM

To: City of Oregon City
Attn: Thomas Kissinger, Parks and Recreation Deputy Director
13895 Fir Street
Oregon City, OR 97045

From: _____

Project: Oregon City Pool Resurfacing and Retiling

In connection with our request for final payment for the above Project, I _____
Hereby state that

All subcontractors and suppliers have been paid in full, All
obligations on the Project have been satisfied,
All monetary claims and indebtedness have been paid, All
disputes with property Owners have been resolved,

To the best of my knowledge, there are no liens or claims of any kind outstanding against the Project.

Furthermore, I agree to indemnify and hold harmless the City of Oregon City from any and all Claims for labor or materials furnished under the Contract for the above Project.

Dated this _____ day of _____, 20 _____.

Contractor: _____ By: _____

_____ Title: _____ State of Oregon County of _____

On this day of _____, 20_____, before me personally appeared

_____ Whom I know personally
_____ Whose identity I proved on the basis of _____
_____ Whose identity I proved on the oath/affirmation of _____
a credible witness to be the signer of the above document, and he/she acknowledges that he/she
executed the same.

S
E Notary Public _____
A
L My Commission Expires: _____

SECTION IV C

CONTRACTOR'S APPLICATION FOR PAYMENT FORM

CONTRACTOR'S APPLICATION FOR PAYMENT

TO: City of Oregon City
Attn: Thomas Kissinger, Parks and Recreation Deputy Director
13895 Fir Street
Oregon City, OR 97045

Dates this ____ day of _____, _____. Payment Application No. _____

Application is made for payment, as shown below, for work performed and material furnished, in accordance with the Contract.

CHECK ONE: **Progress Payment** **Final Payment**
(attached Release of Liens and Claims Form)

1. Original Contract Price	\$0.00
2. Change Orders	\$0.00
3. Contract Price to Date <i>(Line 1 plus Line 2)</i>	\$0.00
4. Invoice Amount <i>(work completed to date)</i>	\$0.00
5. Retainage <i>(5% of completed or stored material to date)</i>	\$0.00
6. Total Earned minus Retainage <i>(Line 4 less Line 5)</i>	\$0.00
7. Minus Previous Payment <i>(Line 6 from previous payments)</i>	\$0.00
8. Total Invoice amount minus the retainage	\$0.00
9. Total Balance to Finish <i>(Line 3 less Line 6)</i>	\$0.00

I, the undersigned hereby certify that the above payment due is true and correct, and the payment therefore, has not been received.

Company Name: _____ **Title:** _____

Signature: _____ **Print Name:** _____

Address: _____ **Phone:** _____

SECTION V

TECHNICAL SPECIFICATIONS

SECTION VA

PROJECT SPECIFICATIONS

A. Project Specifications

1. Project Schedule

The project should be completed and ready to use no later than **April 30, 2025**, Liquidated damages of \$250.00 per day will be assessed against the selected Contractor if they fail to complete the project within their promised deadline.

2. Project Sequence

The City of Oregon City has provided the scope of work in this ITB. The contractor is required to obtain and schedule all inspections and permits related to this project, which include but are not limited to: Building permits and inspection, electrical permits and inspection, mechanical permits and inspection, plumbing permits and inspection and any special inspection agreements. An example of the Special Inspection Agreement is provide in the contract documents. The Contractor shall utilize drawings and material specifications equal to or greater than specified on the drawings and finish legend provided.

3. Project Start

This contract may begin as soon as the successful party has met all of the requirements of this contract, and the City has issued a Letter to Proceed. The designated time for the work in this contract is **02/24/2025 to 04/30/2025**.

B. Detailed Specifications

1. Scope of Work

The scope of work for this project includes all labor, equipment, and materials process necessary to:

- Secure and pay for any building, electrical, plumbing and mechanical permits.
- Schedule and monitor all required inspections and fill out all required special inspection documentation.
- Contractor to follow all General Structural notes SO.2 of the drawings, unless otherwise approved in writing.
- Contractor to reference all Structural Calculations for additional project details. Section V D of the ITB packets.

2. Acceptable Materials and Installation Requirements

a. Codes:

Meet or exceed the currently adopted version of all applicable codes, including but not limited to Oregon Environmental Health rules, Uniform Building Code (UBC), National Electric Code (NEC), International Plumbing Code (IPC), American Concrete Institute (ACI), American Society for Testing and Materials (ASTM), American Society of Mechanical City's (ASME), International Play Equipment Manufacturers Association (IPEMA) and American National Standards Institute (ANSI) and American Architectural Manufactures Association (AAMA) and Aluminum Association (AA).

- ###### **b. Product Equal to or greater than what is specified in Finish Legend listed on the drawings provided.**

C. General Conditions

1. Permits

The Contractor will be responsible for obtaining and paying for any required building, electrical, plumbing or mechanical permits.

2. Changes

Changes in the installation to meet existing conditions shall be made at CONTRACTOR's expense unless such existing conditions were unforeseeable, in which case they will be compensated for at the approval of the Owner. The City may from time to time request changes in the scope of the services and the time of performance as set forth herein. Such changes, including any increase or decrease in the amount of compensation to the Contractor, shall be mutually agreed upon by and between the parties hereto and shall be incorporated as written amendments to the Contract Agreement.

3. Quality Assurance

All work is to be installed by competent workmen experienced in the trade in a quality manner acceptable to the Owner. Provide at least one person who shall be present at all times during execution of any Work who shall be thoroughly familiar with the type of materials being installed and the best methods for their installation.

4. Responsibility

Each Contractor shall:

- Keep the premises clean and free of excess materials and rubbish incidental to his Work. Dust created within the building must be contained and / or kept to a minimum.
- Any work performed by the contractor outside the provisions of the contract must be approved in advance by the Owner.
- Protect all Work and existing site features at all times. CONTRACTOR is responsible for repairs, restoration of established grades, replacement or compensation of any damage inflicted on existing structures, existing landscape, or other site features to a state equal to or better than that, which existed prior to the commencement of this contract. All repairs shall conform to the City of Oregon City codes, regulations and industry standards.
- At the conclusion of work, contractor shall return the site to its original condition. This may include concrete repair, paint repair, carpet or floor repair. All equipment and debris are to be removed from the site at the conclusion of work.
- Contractor to stay within defined work area.
- Contractor is responsible for the security of their equipment and materials. Defined storage area must be approved by the City.
- Any lift used on the interior must be approved by the city.
- Contractor will utilize B & B Leasing if a dumpster is required onsite.
- Secure any R.O.W. permits if dumpster is located in the R.O.W.
- All applicable inspections to be arranged by Contractor.

5. Work Schedule

Submit a work schedule to the Owner's Representative at **least 30 days prior to** commencement of work. On the schedule, break the Work down by trade group or logical project components, showing a start and finish date, preferably by bar chart, in a schedule that predicts the Work to be completed within the contract allowable time.

6. Clean Up

Upon completion of work, remove all excess material, equipment and debris and leave the area in a neat and acceptable condition. Maintain all walks and paved areas free of litter and debris.

7. Warranty

a. Defective Work

Make good all defective work, materials, or equipment incorporated into the project as reasonably soon after it is detected during the course of the contract and prior to final payment.

b. Latent Defects

Correct and remain liable for all latent defects resulting from causes other than fraud or gross mistakes that amount to fraud until the expiration of the Performance Bond, Warranty Bond, or warranty period, whichever expires last. Remain liable for all latent defects resulting from fraud or gross mistakes that amount to fraud regardless of when those latent defects may be discovered and regardless of whether such discovery occurs outside any applicable Performance Bond, Warranty Bond, or warranty period.

c. Warranties

The contractor warrants that all Work, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, and Materials and Equipment incorporated into the Work, shall meet the technical and performance specifications required under the Contract, from the date and for the period of time identified in each applicable Specification or elsewhere in the Contract. The Contractor shall be responsible for making good the Work, and for all repairs of damage to other improvements, natural and artificial structures, systems, equipment, and vegetation caused by, or resulting in whole or in part from, defects in warranted Materials, Equipment, or workmanship. The Contractor shall be responsible for all costs associated with site cleanup and remediation caused by, or resulting in whole or in part from, defects in warranted Materials, Equipment, or workmanship. The warranty period includes the first full year after the project completion, beginning with the date of issuance of Final Payment or partial acceptance for use by the Owner, whichever comes first. Work, materials, and equipment repaired or replaced under the warranty shall be further warranted for a period of one year following completion of said repairs or replacement. If a third repair or replacement of the same work, materials, or equipment under the warranty provisions becomes necessary, this constitutes a failure of the system design and shall require a re-design and modification or reconstruction to eliminate the cause of repeated failure of that portion of the work. Perform all design and corrective work at no additional cost to the Owner and warrant the modified portion of the work for a full year following completion and acceptance of the final modification(s). This warranty provision shall survive expiration or termination of the Contract.

SECTION V B

ENGINEERS DRAWINGS

SECTION VI **CONTRACT FORMS**

SECTION VIA

CONTRACT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, between the CITY OF OREGON CITY ("CITY"), acting by and through the City Commission and _____ ("CONTRACTOR").

Witnesseth, that the CONTRACTOR and the CITY, for the considerations stated herein, agree as follows:

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **Oregon City Pool Resurfacing and Retiling** in accordance with the contract documents which are hereby made a part of this agreement. The

contract documents consist of:

Invitation to Bid Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840/PWR Resident Bidder Status Recycled Products Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations (CCB#) Business License Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form/Customer Service Bid Bond First Tier Subcontractor Disclosure Form Oregon City Public Improvements Standard Conditions Contract Agreement	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon dated _____ Prevailing Wage Apprenticeship Rates dated _____ Definitions of Covered Occupations for Public Works Contracts in Oregon dated _____ Contract Drawings Project Specifications Structural Calculations Standard and Guide Specifications for Construction (AAMA, ASTM, AA) as referenced by these documents Addenda: _____ All items included within these Contract Documents.
--	---

The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be at substantial completion ____ consecutive calendar days after the Notice to Proceed.
The project shall be ready for final acceptance within ____ consecutive calendar days after Notice to Proceed.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be _____ dollars (\$_____).

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City’s specifications. Work that does not conform to these standards shall be considered defective.

Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.

In witness whereof, the parties hereto have executed this agreement, the day and year first above written.

CITY OF OREGON CITY

(INSERT CONTRACTOR NAME)

by: _____
Anthony Konkol
City Manager

Printed Name

by: _____
Authorized signature

by: _____
Thomas Kissinger

Parks and Recreation Deputy Director

Title

Federal Taxpayer ID Number:

Approved as to Legal Sufficiency:

By: _____
City Attorney

Address:

City Commission Award Date:

SECTION VI B
OREGON CITY PUBLIC IMPROVEMENT
STANDARD CONDITIONS

1. Time of Completion. The City and the Contractor recognize that time is of the essence in this agreement, and the City may sustain damages if work is not completed within the contract time limit as stated or as adjusted during the life of the contract. It is agreed that the Contractor shall pay the City, as liquidated damages, but not as a penalty, the per diem amount listed in the Schedule of Liquidated Damages, as set forth in the contract documents, for each and every day elapsed in excess of the final contract time.

Permitting the Contractor to finish the work after the contract time has expired shall not be a waiver of any of the City's contract rights.

2. Payments, Statement of Compliance and Subcontractor Payments.

a. Contract Sum and City Payments.

The City shall pay to the Contractor, for the performance of this agreement, the amounts determined for the total supplied number of each of the specified units of work in the Schedule of Bid Items contained in the contract documents. The number of units contained in this schedule is understood to be approximate only, and that any item may be expanded, contracted, or eliminated by procedures contained in the contract documents.

b. Statement of Compliance.

Before any payment is made to the Contractor, the Contractor shall file with the City a statement, under oath, that it has complied with all provisions of state law governing contractors on a public contract. In addition, the Contractor shall file with the City a sworn statement by each of its subcontractors to the same effect.

c. Progress Payments and Retainage.

Partial payments may be made by the City on a monthly basis. Partial payments will be based on an estimate of the percentage of completion for the work. Progress payments shall not be considered an acceptance or approval of any of the work or a waiver of any defects therein. The City may reserve, as retainage from progress payments, an amount not to exceed five percent of the payment. The Contractor shall have the right to have cash retainage deposited in an interest bearing account, in accordance with ORS 279C.550. The City does not accept deposit bonds or securities in lieu of cash retainage.

d. Certified Payroll Statements.

The Contractor shall file certified payroll statements with the City at a minimum of once per month. Failure to do so shall result in the City withholding 25% of amounts due the Contractor, in addition to any other required retainage.

e. Final Payment.

The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by this agreement. Not more than 30 days after final completion of the Work and the City's final acceptance of the work, which shall include the taking of final measurements of quantities, the City shall make its final payment to the Contractor. Retainage held by the City shall be included in, and paid to the Contractor, as part of the final payment. If the final payment is made more than 30 days after final completion and final acceptance, the City shall pay the Contractor interest at the rate of one and one half (1 - 1/2%) per month on the final payment, commencing 30 days after completion of the work by the Contractor and final acceptance of the Work by the City. To facilitate the City's inspection, the Contractor shall notify the City in writing when the Contractor considers the work complete.

f. Subcontractor Payments.

The Contractor shall pay the subcontractor for satisfactory performance under the subcontract, out of amounts that are paid by the City to the Contractor, within 10 days of the Contractor's receipt of such payments from the City.

If the Contractor, or a first tier subcontractor, fails to make timely payment to the subcontractor then the Contractor or first tier subcontractor shall owe the person the amount due plus an interest penalty beginning on the day after the required payment date and ending on the date on which payment is made, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first tier subcontractor on the amount due shall equal three times the discount rate on 90 day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when the payment was received from the Contractor, a first tier subcontractor or City, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

The subcontractor must provide in all contracts with lower tier subcontractors or suppliers a clause requiring that the subcontractor shall pay the lower tier subcontractors and suppliers in accordance with the provisions of the immediately preceding two paragraphs above.

Pursuant to ORS 279C.515(C), if the 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, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the City, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.

First tier subcontractors shall file certified payroll statements with the Contractor. Failure to do so shall result in the Contractor withholding 25% of amounts due the first tier subcontractor.

3. Insurance, Indemnity, Termination.

a. Insurance.

The Contractor shall maintain in force for the duration of this contract the insurance coverage's specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage, which the City may carry. A copy of each policy or a certificate satisfactory to the City shall be delivered to the City prior to commencement of work.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the State of Oregon. Each policy shall contain an endorsement entitling the City to not less than 30 days prior written notice of any material change, nonrenewal or cancellation.

In the event statutory limits of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, the City shall have the right to require the Contractor to increase the Contractor's coverage's to the statutory limit for such claims, and to increase the aggregate coverage to twice the amount of the statutory limit.

The adequacy of all insurance required by these provisions shall be subject to approval by the City. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination by the City.

i) Comprehensive General Liability.

The Contractor shall maintain a broad form comprehensive general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with aggregate of \$2,000,000.

Coverage shall be for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover the Contractor's indemnification obligations under this contract.

The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

ii) Comprehensive Automobile Liability.

The Contractor shall maintain a comprehensive automobile liability insurance policy with coverage of not less than \$500,000 combined single limit per occurrence, with aggregate of \$1,000,000 for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

iii) Workers' Compensation Insurance

The Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. The Contractor shall provide the City with such further assurances as the City may require from time to time that the Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

b. Indemnification.

The Contractor shall indemnify and hold the City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs (including attorney fees) and other costs of defense, arising out of or in any way related to the Work, the Contractor's failure to comply strictly with any provision of this contract, or any other actions or failure to act by the Contractor and the Contractor's employees, agents, officers, representatives and subcontractors.

In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the City.

c. Termination and Suspension.

The City may terminate this contract or suspend the work at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest.

In the event the Work's suspension is not the result of a labor dispute and this contract is not terminated, the Contractor shall be entitled to a reasonable extension of the time for completion, to be determined by the City, and shall be compensated for all actual verified costs incurred as a result of the suspension, plus the Contractor's standard overhead with respect to such costs.

In the event of a termination of this contract under these provisions, the Contractor shall be compensated for any preparatory work and actual, verified costs and expenses incurred as a result of the termination. In addition the Contractor shall be compensated for the Work performed on the basis of the Contract Sum in the case of any fully completed separate item or portion of the Work for which there is a separate or unit price, and with respect to any other portion of the Work shall be paid a percentage of the Contract Sum allocated to such other Work equal to the percentage of Work completed to the date of termination.

None of the foregoing provisions concerning compensation in the event of a suspension of Work or termination of this contract shall apply if such suspension or termination occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

4. Liquidated Damages.

Unless provided elsewhere in the Contract documents, liquidated damages in the amount of \$250.00 per calendar day shall apply for every day after the completion time limit that the project is not Substantially Complete.

Permitting the Contractor to continue and finish the work after the contract time or adjusted contract time has expired shall not be a waiver of any of the City's contract rights.

Payment of liquidated damages shall not release the Contractor from any obligations to complete the work nor constitute a waiver of the City's right to collect any additional damages that the City may sustain by failure of the Contractor to fulfill the contract. Liquidated damages shall be full and complete payment only for failure of the Contractor to complete the work on time. The amount of liquidated damages accrued may be deducted from payments due or to become due to the Contractor.

5. Work Schedule.

The Contractor shall notify the City a minimum of 48 hours prior to commencing work. The Contractor shall perform all work in an expeditious manner, minimizing delays and inconvenience to local businesses and/or residents.

6. Existing Utilities

The Contractor shall be responsible for checking actual utility locations in the field and checking with appropriate agencies that may have underground facilities within the project limits. The Contractor shall notify utility companies at least 2 business days, but not more than 10 business days before commencing any excavations. The excavator shall notify a utilities notifications system of the date, location, and depth of the proposed excavation and the type of work to be performed. Notifying a utilities notification system constitutes notice only to the participating members of that service. If no utilities notification system is available, or if the owner of the underground facilities is not a member of a utilities notification system, the excavator shall give the same notice to each owner of underground facilities who is known to the excavator or who can be identified and contacted by the excavator.

7. Materials.

All materials shall be as specified in the Technical Specifications, plans, noted or other technical descriptions included herewith, unless otherwise noted. The City reserves the right to sample and test all material according to specification requirements cited in this contract.

8. Traffic Control.

Maintenance of traffic and traffic control through the work area shall be the responsibility of Contractor. If Contractor fails at any time during the project to provide adequate access for local traffic, the City may, at the discretion of the City, and giving the Contractor four (4) hours notice, perform the necessary work to restore traffic and deduct the cost of such work from the contract price. The provisions for traffic control shall perform the necessary work to restore traffic and deduct the costs of such work from the contract price. The following provisions shall be made for traffic control:

- a. All work done under this contract in the City's right of way shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, as currently modified by the Oregon Department of Transportation.
- b. The Contractor shall insure that during non-work hours, that on-call staff is available to maintain all traffic control devices for the project. Both the City and the Chief of Police will be provided up to date contact information on these people. Failure to comply with this provision will cause the Contractor to be billed for any services required to be provided by City forces to provide adequate protection to the traveling public during non-work hours.
- c. Traffic control and temporary protective and directional devices may be used outside the limits of the project when they have direct bearing on the work under contract.

- d. The Contractor shall consider at least the following factors in restricting traffic flow (consistent with notes above):
 - i) Emergency vehicle access.
 - ii) Sufficiency of traffic control personnel and devices.
 - iii) Prior warning to the public and residents.
 - iv) Notification to TriMet, School District, Post Office, garbage company, and City/County emergency dispatch agencies.
- e. At the pre-construction conference, the Contractor shall provide the name, address and telephone number of the individual responsible for project and construction traffic controls during non-working hours.
- f. The Contractor shall not interrupt access to any private driveway for more than three consecutive hours unless written permission has been given to the Contractor by the owner of the property affected. Advance notice of forty-eight hours shall be given by the Contractor to the affected landowners and residents.

9. Contractor's Use of Premises.

The Contractor shall exercise care to protect adjacent existing structures and property from damage. All debris and excess materials shall be removed and disposed at the direction of the City.

10. Control of Work.

All work done under this contract shall not be deemed complete until accepted by the City. The City shall decide any and all questions that may arise as to the quality and/or acceptability of the materials used and/or work performed. Final approval and acceptance of any and all work performed under this contract shall be the responsibility of the City.

11. Contractor's Responsibility.

It is understood that the plans, specifications and other contract documents do not purport to control the method of preparing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method of performing and installing the work included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the Contractor's liability or status as an independent Contractor under this contract.

12. Plans and Specifications

If there is a conflict between contract documents, the document highest in precedence shall control. The precedence shall be:

- First: Permits as may be required by law
- Second: Contract Agreement
- Third: Bidder's Proposal
- Fourth: Technical Provisions (Technical Specifications and Drawings)
- Fifth: General Requirements, General Conditions, and Supplementary Conditions

Change orders, supplemental agreements and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans as modified by the General Requirements and Technical Provisions applicable to this Project.

13. Control of Work.

It will be the direct responsibility of the Contractor to furnish every subcontractor a complete set of project plans and insure that these plans are on the project site and in use when the subcontractor is performing that portion of the project.

The Contractor shall be responsible for any process control sampling, testing, measurement, and inspection needed to insure that the finished work complies with specifications. When density testing is required for assurance and/or acceptance testing, the Contractor shall furnish and operate the nuclear gauge or shall retain an independent testing firm to perform the compaction testing. The testing shall be conducted under the observation of the City and performed on all surfaces regardless of density requirements unless otherwise directed by the City. All test results shall be provided in written report form to the City.

The Contractor shall give the attention necessary to keep the work progressing at a rate satisfactory to the City. The Contractor shall provide, at all times, a competent superintendent for all work on the project. The superintendent shall be readily accessible on a daily basis, have a set of plans, specifications, special provisions, and addenda, and be experienced in the type of work being performed. The superintendent shall have the authority to receive and carry out, without delay, the City's instructions and orders and to make arrangements for necessary materials, equipment, and labor.

The Contractor shall allow the City access at all times, during normal office hours, to books and records of the Contractor and the Contractor's subcontractors that pertain to the contract, and furnish the City facts necessary to determine actual cost of any part of all of the work. The City will consider a request for confidentiality to protect trade secrets.

If the City is not provided proper facilities by the Contractor for keeping strict accounting of cost, then the Contractor agrees to waive any claim for extra compensation.

Contractor shall schedule work Monday through Sunday. Contractor shall establish a standard daily work schedule for hours to begin and end work that is acceptable to the City.

Contractor shall not trespass on private property nor shall they use business or residential garden hoses or water faucets without the written approval of the property owner(s).

14. Protection of City Property.

It is the Contractor's responsibility to protect sidewalks, asphalt paving, concrete, trees, shrubs, and any lawn areas at all times from work related damage of any type. Costs for cleaning, restoration or repair shall be borne by the Contractor, as the City may deem appropriate.

Should, during the course of Contractor's work, Contractor observe or suspect the presence of asbestos fiber, Contractor shall immediately stop work and notify the City of its findings. Should the project's schedule be delayed because of such findings, the Contractor will remove itself from the project and wait the City's order to return to work, at no penalty to the City.

Debris shall not be permitted to remain on site and shall be disposed daily and/or as directed by City.

It is the Contractor's responsibility to manage a safe work environment and Contractor shall take any means necessary to secure a safe work site for both the safety of all personnel and the public.

15. Contractor Identification.

Contractor shall furnish to City its taxpayer identification number as designated by the IRS.

16. Assignment.

Contractor shall not assign any rights acquired hereunder, without obtaining prior written approval from City.

17. Access to Records.

City shall have access to all books, documents, papers and records of Contractor that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

18. Ownership of Work Product; License.

All work products of Contractor that result from this Agreement (the “Work Products”) are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Contractor under this Agreement. The parties expressly agree that all works produced pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Contractor shall not publish, republish, display or otherwise use Work Products resulting from this Agreement without the prior written agreement of City.

19. Legal Expenses.

In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. “Legal action” shall include matters subject to arbitration and appeals.

20. Severability.

The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

21. Number and Gender.

In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

22. Captions and Headings.

The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

23. Calculation of Time.

All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the state of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

24. Notices.

Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

25. Nonwaiver.

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

26. Information and Reports.

Contractor shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Contractor shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but may remain with Contractor. Copies as requested shall be provided free of cost to City.

27. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction’s conflicts of law, rules or doctrines

SECTION VI.C
STATUTORY CONDITIONS
To CONTRACT AGREEMENT

ORS 279C.505(1)(a) CONTRACTOR shall make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the prosecution of the work provided for in such contract.

ORS 279C.505(1)(b) CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of the contract.

ORS 279C.505(1)(c) CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

ORS 279C.505(1)(d) CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279C.505(2) CONTRACTOR shall demonstrate that an employee drug testing program is in place.

ORS 279C.510 CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost-effective. In a public improvement contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279C.515(1) If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of the contract.

ORS 279C.515(2) If the CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the CONTRACTOR, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

ORS 279C.515(3) If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ORS 279C.520

(1) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

ORS 279C.525 In addition to any other laws, rules and regulations dealing with the prevention of environmental pollution and the preservation of natural resources he following environmental and natural resources, laws, rules and regulations affect the performance of the contract:

- City of Oregon City Erosion Control Ordinance (Ref. Oregon City Municipal Code Chapter 17.47 Erosion and Sediment Control).

ORS 279C.530 The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care, or other needed care and attention, incident to sickness or injury, to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

ORS 279C.530(2) All employers, including CONTRACTOR, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CONTRACTOR shall ensure that each of its subcontractors complies with these requirements.

ORS 279C.545 Any worker employed by the CONTRACTOR shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the CONTRACTOR within 90 days from the completion of the contract, providing the CONTRACTOR has caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work and maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

ORS 279C.550 - 570 Retainage and payment under the terms of this Agreement shall be governed by the terms of ORS 279C.550 – 570.

ORS 279C.570 The CITY shall make progress payments on the contract monthly as work progresses on the contract. Payments shall be based upon estimates of work completed that are approved by the CITY. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. The CITY shall pay to the CONTRACTOR interest on the progress payment, not including retainage, due the CONTRACTOR.

ORS 279C.580(3) CONTRACTOR shall pay the first-tier subcontractor for satisfactory performance under the subcontract out of amounts that are paid by the CITY to the CONTRACTOR within 10 days of CONTRACTOR's receipt of such payments from the CITY. If payment is not made within 30 days after receipt of payment from the contracting agency, the CONTRACTOR shall pay to the first-tier subcontractor an interest penalty as provided in ORS 279C.580(C). The CONTRACTOR shall include this requirement as further detailed in the Special Provisions in all subcontracts worded appropriately to require prompt payment of said subcontractors to lower tier subcontractors.

ORS 279C.605 A notice of claim required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the CONTRACTOR at any place the CONTRACTOR maintains an office or conducts business or at the residence of the CONTRACTOR. Notwithstanding the preceding, if the claim is for a required contribution to a fund of an employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 200 days after the employee last provided labor or materials.

ORS 279C.825 A fee established by administrative order, is required to be paid to the Commissioner of the Bureau of Labor and Industries at the time the City notifies the commissioner under ORS 279C.835 that a contract subject to the provisions of ORS 279C.800 to 279C.870 has been awarded.

ORS 279C.830(1) The existing prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract is included in Section IX of these contract documents. The workers shall be paid not less than the specified minimum hourly rate of wage.

ORS 279C.830(2) The CONTRACTOR and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. CONTRACTOR shall:

- (a) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.
- (b) Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

ORS 279C.845(7) If CONTRACTOR is required to file certified statements, the public agency **shall** retain 25 percent of any amount earned by the CONTRACTOR on the public works until the CONTRACTOR has filed with the public agency certified statements as required by this section. The public agency shall pay the CONTRACTOR the amount retained under this subsection within 14 days after the CONTRACTOR files the certified statements as required by this section, regardless of whether a subcontractor has failed to file certified statements as required by this section.

ORS 279C.845(8) CONTRACTOR shall retain 25 percent of any amount earned by a first-tier subcontractor on a public works until the subcontractor has filed with the public agency certified statements as required by this section. CONTRACTOR shall verify that the first-tier subcontractor has filed the certified statements before the CONTRACTOR may pay the subcontractor any amount retained under this subsection. CONTRACTOR shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by this section.

ORS 305.385(6) CONTRACTOR shall certify in writing, under penalty of perjury, that CONTRACTOR is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380 (4).

ORS Chapter 701 CONTRACTOR shall certify that all subcontractors performing work described in ORS 701.005(2), i.e., construction work, will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

OAR 137-049-0200(2). Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing.

Evaluation criteria for Invitation To Bid - responsible responsive bid packet

Company: _____	\$ Base-Bid			Equals
Base-Bid Amount: _____	\$ Base-Bid	\$ Add A	Equals	
Add Alternative A: _____				
Add Alternative B: _____	\$ Base-Bid	\$ Add A	\$ Add B	Equals

2. bid signed in INK, by authorized representative		Y	N
3. attended pre-bid meeting - mandatory to bid		Y	N
4. completed all required bid forms			
Section II A	Bid Form	Y	N
Section II B	Residency	Y	N
Section II C	Recycled Products	Y	N
Section II D	Bid Bond 10% of bid amount	Y	N
Section II E	Certification of Drug Testing	Y	N
Section II F	Compliance with ORS 279.840	Y	N
Section II G	Non-Collusion Statement	Y	N
Section II H	Asbestos Certification	Y	N
Section II I	Registrations	Y	N
Section II J	Business Licenses	Y	N
Section II K	Certification of Non-Discrimination	Y	N
Section II L	Certification of Compliance with Tax Law	Y	N
Section II M	Customer Service Ack.	Y	N
Section II N	First-Tier Subcontractor disclosure Form	Y	N
5. Addenda acknowledgment (1,2,3)		Y	N
6. Bid Security (3.11) certified or cashiers check, irrevocable letter of credit (BANK) OR bid bond on the form included, (10% total amount of Bid)		Y	N
7. first tier subcontract paper work submitted by November 6, 2024 by 2:00 PM:		Y	N

5% of project bid but at least \$15k if not applicable the paper work must state "NONE"

**BID DOCUMENTS
FOR THE
OREGON CITY POOL RESURFACING AND
RETILING PROJECT
PARKS ITB-02**

OREGON CITY, OR

BID DATE: 3 DECEMBER 2024



Mid-America

POOL RENOVATION, Inc.

27 November 2024

Mr. Thomas Kissinger
Parks and Recreation Deputy Director
13895 Fir Street
Oregon City, OR 97045

Dear Mr. Kissinger,

Mid-America Pool Renovation, Inc. is pleased to submit the following enclosed bid and information for work on City of Oregon City Pool Resurfacing and Retiling Project.

We:

- Specialize in swimming pool re-surfacing and repairs and have over 40 years' experience renovating swimming pools.
- Offer a variety of swimming pool renovation procedures including ceramic tile installation and replacement of swimming pool surfaces.
- Are fully insured and bondable. We are members of the International Concrete Repair Institute, the Association of Pool & Spa Professionals, the National Plasterers Council, the Waterjet Technology Association, and have an A+ Rating with the Better Business Bureau of Greater Kansas City.
- Maintain full insurance coverage and have enclosed a sample Certificate of Insurance and enforce a drug-free workplace.

Our **Major Commercial Reference Lists** are included in this proposal. Feel free to contact any of these references regarding our reputation, quality of work and warranty services.

The prime contact for the City of Oregon City Pool Resurfacing and Retiling Project will be Austin D. Kateusz, President & General Manager, and writer of this letter.

Sincerely,

Austin D. Kateusz
President & General Manager
Mid-America Pool Renovation, Inc.
austin@poolrenovation.com

Craftsmanship

Quality

Care

5929 E. 154th Terrace
Grandview, MO 64030

816.994.3300 Kansas City
773.278.7349 Chicago
636.537.0108 St. Louis
800.253.7349 Other Areas

816.994.3301 FAX

poolrenovation.com

COMPLETE SWIMMING POOL RENOVATION

- Polymeric Composite Surface Systems
Madewell® Mainstay®
Perma-Shield®
INTER-GLASS®
Hydro Ester LV Coatin
- New Pool Interiors
INTER-GLASS®
Re-Plastering
Diamond Brite®
River Rok®
Beadcrete®
Krystalkrete®
- Deck Re-Surfacing
Texture-Dek
Kool Deck®
- New Tile
100s of Patterns
Depth & No Dive
- New Coping
Brick
Cast Stone
Concrete Bullnose
- Water Features
- Structural Repair & Consultation



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1. PROPOSAL FORM

Base Bid

2. Bid Bond

Bid Bond

Insurance Certificate (Sample)

3. 3 Technical Specifications

Data Sheets

Diamond Brite

Brochures

Warranties

4. Project Histories (Examples)

Description of Item

1. Provide a lump sum base-bid that includes a cost for all necessary labor, tools, machinery, materials, transportation, equipment and services to complete the pool resurfacing and retiling.

Description of Work	Cost	Area	Cost per Sq. Ft.
1. Refinish pool shell (approx. 83' long, 42' wide, depth slop from 4' to 12')	\$108,006.00	5486	\$19.6875
2. Supply/install protective material around work area. Limit impact only to pool deck area. Protect office space and HVAC from construction	Included W/ Prep		
3. Sweep, vacuum, pressure wash pool surface	Included with Prep		
4. Remove all existing paint via Hydro blast	\$23,041.00	5486	\$4.199
5. Install commercial quartz-white plaster finish at final finish depth of 3/8"	\$108,006.00	5486	\$19.6875
6. Install new main drain grate; Neptune Benson VGBA 2017 or equal	\$2,500.00	1	\$2,500.00
7. Supply/install new in-wall steps	Included w/Prep		
8. Install new inlet fittings to match existing pool layout and quantity, adjust to new plaster surface depth	Included with new surface		
9. Supply/install black tiled racing lanes (qty 6) – 2" x 2" tiles that are 12" wide		6 Lanes	\$700
10. Supply/install black tiled transition slope (qty 1) – 2" x 2" tiles that are 12" wide (width of pool and up wall)	\$8,723.50		
11. Supply/install black tiled water polo lines (qty 2) – 2" x 2" that are 4" wide (width of pool and up wall)	\$8,663.50		
12. Waterproof gutter prior to new tile installation	\$10,000.00	265	\$37.7358
13. Supply/install white gutter tile – 2" x 2" tiles (back gutter wall, bottom of gutter, outside and inside of gutter lip)	\$31,800.00	265	\$120.00
14. Supply/install white gutter tile (top of gutter lip) – 1" x 2" or; alternate install of 264 linear feet of 16 gauge 316 2B stainless steel cover. Include welded joints or mitered corners. Include slip joints for expansion at 10 locations.	\$10,000.00	265	\$37.7358
15. Supply/install standard white sanded grout	\$4,200.00		
16. Install 2 new stainless-steel eyebolts for attaching lane ropes. Match existing, final location to be supplied by owner	included w/ new surface		
17. 1 year warranty for plaster and tile install, materials, and workmanship by installer	5 year for plaster 1 year for tile		Type text here
18. All project and construction aspects must follow Oregon Health Authority Public Health Division Administrative Rules Chapter 333-Division 60: https://www.oregon.gov/oha/ph/healthyenvironments/recreation/poolslodging/documents/poolrules.pdf			
19. Work is to be completed between the dates of 2/24/2024 to 4/30/2025			

(Subtotal 1 + 2 + 3 = Lump sum base-bid)

LUMP SUM BASE-BID (WRITTEN) Three Hundred Fifteen Thousand Dollars

LUMP SUM BASE-BID (FIGURES) \$ 315,000.00

That if this Bid is accepted, the Bidder will Contract with the Owner, in the said form of Contract, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed; and

The Bidder by whom this Bid is submitted, and by whom the Contract will be entered into in the event the award is made, is

Mid-America Pool Renovation, Inc.

(“a corporation”, “a partnership” or “an individual”)

doing business at 5929 E 154th Terrace

(street address)

Grandview, MO 64030

(city, state, zip code)

which is the address where all communications concerned with this Bid and the Contract should be sent; and

The names of the president, treasurer and manager of the bidding corporation, or the names and residences of all persons and parties interested in this Bid as partners or principals are as follows; and

Name	Address
<u>Austin Kateusz - President</u>	<u></u>
<u>Melissa Kateusz - Corporate Secretary</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

The name of the surety by which the Surety Bond covering the Contract, if awarded, will be furnished, and the name and address of the surety's local agent are as follows (attach a separate sheet if using more than one surety); and

Name of Surety United Casualty and Insurance Company

Name of Agent Stefan Tauger

Address 303 Congress St, Suite 502, Boston, MA 02210

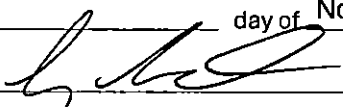
Accompanying this Bid is Bid Security in the amount of 10% of amount of bid

(\$ _____), which amount is not less than ten percent (10%) of the total amount of the Bid;
and

If this Bid shall be accepted and the undersigned shall fail to, or neglect to, Contract as aforesaid, and to give bond in the sum of the total amount of the Bid as aforesaid, with surety satisfactory to the Owner and the Contract prepared and ready for execution, the Owner may, at its option, determine that the Bidder has abandoned the Contract, and thereupon forfeiture of the security accompanying this Bid shall operate, and the Bid security shall be the property of the Owner.

BIDDER:

Dated this 27 day of November, 2024

20 Signature: 

Typed Name: Austin Kateusz Title: President

Company Name: Mid-America Pool Renovation, Inc.

Address: 5929 E 154th Terr Grandview, MO 64030

Telephone: 816-994-3300 Fax: 816-994-3301

Federal Tax Identification Number: 43-1752819

End of Bid Form

SECTION II B
RESIDENCY INFORMATION

ORS 279A.120 states "In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid/proposal of a non-resident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the twelve (12) calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder".

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above.

20. Check one: Bidder is a () resident bidder ☒ non-resident bidder

21. If a resident bidder, enter your Oregon business address:

22. If a non-resident bidder, enter your state of residency: Missouri

23. If a non-resident bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state's government or with other governmental bodies in your state.

Check one: () yes ☒ no

If yes, state your preference percentage: _____ %

If yes, but not a percentage of bid/proposal price, describe the preference:

If yes, state the law or regulation that allows the preference described (legal citation): _____

SECTION IIC
RECYCLED PRODUCTS CERTIFICATION

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

ORS 279A.010(gg) states: "Recycled product" means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. "Recycled product" also includes any product that could have been disposed of as a solid waste, having completed its cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.

ORS 279A.010(s) states: "Post-consumer waste" means a finished material that would normally be disposed of as a solid waste, having completed its life cycle as a consumer item. "Post-consumer waste" does not include manufacturing waste.

ORS 279A.010(hh) states: Secondary waste materials" means fragments of products or finished products of a manufacturing process that has converted a virgin resource into a commodity of real economic value. Includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, "secondary waste materials" does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips sawdust, or other wood residue from a manufacturing process."

ORS 279A.010(ff) states: "Recycled PETE product" means a post consumer polyethylene terephthalate material.

I, the undersigned duly authorized representative of the bidder hereby certify that the products, if any, offered in this bid/proposal contain the following minimum percentages:

- a. N/A % (recycled product as defined in ORS 279A.010(gg))
- b. N/A % (post-consumer waste as defined in ORS 279A.010(s))
- c. N/A % (secondary waste materials as defined in ORS 279A.010(hh))
- d. N/A % (recycled PETE product as defined in ORS 279A.010(ff))

It is the bidder's responsibility to provide additional signed copies of the certification of Compliance for each item which contains a different percentage of recycled materials than listed above.

SECTION II E

CERTIFICATION OF DRUG TESTING PROGRAM

CERTIFICATION OF DRUG TESTING PROGRAM DRUG

TESTING PROGRAM

The undersigned confirms that this firm has an employee drug-testing program in place and will demonstrate this prior to award of contract.

Date 11/27/2024

Signature of Bidder [Signature] Title President

Business Name Mid-America Pool Renovation, Inc.

SECTION II F

COMPLIANCE WITH ORS 279.840

COMPLIANCE WITH ORS 279C.840 (PREVAILING WAGES)

PREVAILING WAGES

The Contractor agrees to be bound by and will comply with the provisions of ORS 279C.840 (workers on public works projects to be paid not less than the prevailing rate of wage posting of rates) or 40 U.S.C. 276a.

Date 11/27/2024

Signature of Bidder [Signature] Title President

Business Name Mid-America Pool Renovation, Inc.

SECTION II G

NON-COLLUSION STATEMENT

NON-COLLUSION STATEMENT

I hereby certify that the bid submitted by Mid-America Pool Renovation, Inc. is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and I further state that we have not directly or indirectly induced or solicited any bidder or supplier on the above work to put in a sham bid, or any other person or corporation to refrain from bidding; and that we have not in any manner sought by collusion to secure to ourselves an advantage over any other bidder or bidders.

Signature of Authorized Agent [Signature]

Printed Name Austin Kateusz

Title President

Company Mid-America Pool Renovation, Inc.

Date 11/27/2024

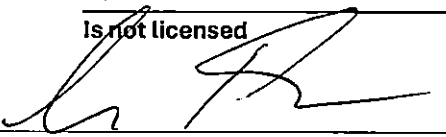
SECTION II H
ASBESTOS CERTIFICATION

ASBESTOS CERTIFICATION

ASBESTOS REMOVAL

The undersigned indicates herein that s/he is or is not licensed under ORS 468A.710 for asbestos removal.

_____ X
Is licensed Is not licensed

Signature of Authorized Agent 

Printed Name Austin Kateusz

Title President

Company Mid-America Pool Renovation, Inc.

Date 11/27/2024

SECTION III
REGISTRATIONS

REGISTRATIONS

The City will not accept a bid unless the Contractor is registered with the CCB [OAR 137-049-0200(1)(a)(K)], and the contractor or the subcontractor doing the construction is licensed by the State.

The undersigned confirms that this firm is registered with the CCB and that this firm or the subcontractor doing the landscaping is licensed by the State Landscape Contractors Board.

Date 11/27/2024

Signature of Bidder 

Title Austin Kateusz

Contractor Name Mid-America Pool Renovation, Inc.

Contractor CCB # 215059

Subcontractor _____

Subcontractor CCB # _____



CCB License Summary:

MID AMERICA POOL RENOVATION INC

About this Business

License #: 215059
 Status: Active
 First Licensed: 5/25/2017

[Learn more about this business](#)

Unpaid Debt (Covers past 10 years)

Unpaid Claims [?] \$0.00
 Unpaid Civil Penalties [?] \$0.00

Complaint History (Covers past 10 years)

Any complaints (claims) filed against this contractor? **No**

Disciplinary History (Covers past 10 years)

Any civil penalties or other sanctions (license suspensions)? **No**

Administrative Suspensions (Covers past 10 years)

Has the CCB ever suspended this contractor for lack of bond/insurance? **Yes**

Find License Information from Other Agencies

Plumbing and Electrical Licenses [Building Codes Division](#)
 Landscape Businesses Licenses [Landscape Contractor Board](#)
 Workers' Compensation Insurance [Department of Consumer and Business Services](#)

[CCB Home](#) | [CCB License Search](#)

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**SECTION II J BUSINESS
LICENSES**

**BUSINESS LICENSES (OCMC
05.04)**

In accordance with Oregon City Municipal Code 05.04 (<http://www.orcity.org/finance/business-licenses>), no person shall carry on any business within the city without first obtaining an applicable City **or** Metro business license.

Contractor Name _____

Oregon City Business License No. _____

Metro Business License No. _____ *

I CERTIFY THAT THE CONTRACTOR LISTED ABOVE (CHECK ONE):

- ☐ Is in possession of a current City of Oregon City business license.
☒ Will apply for and obtain an Oregon City/Metro Business License if awarded the contract and required by the City to do so.

Signature of Bidder _____

Title President _____

*Note: A Metro business license is sufficient to perform work for the City provided the Contractor has or will be earning \$250,000 or less in gross receipts from the City of Oregon City for the fiscal year (July 1 to June 30). Contractors earning more than \$250,000 must have a City of Oregon City Business License.

**SECTION II K
CERTIFICATION OF NON-DISCRIMINATION**

**CERTIFICATION OF NON-DISCRIMINATION [ORS
279A.110(A) & OAR 137-049-0440(3)]**

The undersigned certifies that it has not discriminated against minority, women or emerging small business enterprises in the obtaining of subcontracts for this project and shall not discriminate against minority, women or emerging small business enterprises in awarding of subcontracts for this project.

Date 11/27/2024 _____

Signature of Bidder _____

Title President _____

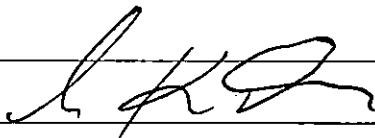
Contractor Name Mid-America Pool Renovation, Inc. _____

SECTION III
CERTIFICATION OF COMPLIANCE WITH TAX LAW

CERTIFICATION OF COMPLIANCE WITH TAX LAW

The undersigned certifies, under penalty of perjury, to the best of the undersigned's knowledge, it is not in violation of any tax laws, including state tax laws imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

Date 11/27/24

Signature of Bidder 

Title: President

Contractor Name Mid-America Pool Renovation, Inc.

SECTION II.M
CUSTOMER SERVICE ACKNOWLEDGMENT FORM

Project Name:

Bid Closing: Date: 12/03/2024 Time: 2:00 AM PM X

Note: This form is part of the inquiry concerning bidder responsibility and must be submitted with the other proposal forms as specified in Section I (4.1) Required Bid Forms.

Bidder, by his/her signature below, hereby signifies that s/he has read and understands the construction specifications.

Bidder further acknowledges that s/he understands their terms, fully acknowledges their importance to successful completion of the project, and agrees to be bound thereby if awarded this contract. Bidder further assures the City that, if awarded this contract, s/he will promptly, efficiently and courteously carry out his/her responsibilities under the aforementioned specifications.



Signature of Bidder

President

Title

Mid-America Pool Renovation, Inc.

Name of Firm

11/27/2024

Date

SECTION II

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (OAR 137-049-0360)

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award

OWNER SUPPLIED INFORMATION:

PROJECT NAME: Oregon City Swimming Pool Resurfacing and Retiling

BID Name: Oregon City Pool Resurfacing and Retiling

BID CLOSING Date: **December 3, 2024** **Time:** **2:00 PM**

REQUIRED DISCLOSURE DEADLINE: **Date:** **December 3, 2024** **Time:** **2:00 PM**

Deliver Form To: City of Oregon City

Designated Recipient: Thomas Kissinger, Parks and Recreation Deputy Director **Phone #:** 971-204-4602

Owner's Address: Oregon City Engineering and Operations Center, Oregon City, OR 97045

INSTRUCTIONS:

The Owner will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the bid number and project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name, Category of Work and Dollar Value for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>No subcontractors to be used.</u>	<u></u>	<u></u>
2.	<u></u>	<u></u>	<u></u>
3.	<u></u>	<u></u>	<u></u>
4.	<u></u>	<u></u>	<u></u>
5.	<u></u>	<u></u>	<u></u>

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Mid-America Pool Renovation, Inc.

Contact Name: Austin Kateusz **Phone #:** 816-994-3300

Factory Trained



Presents:

MID-AMERICA RENOVATION, INC.

Factory Trained on Diamond Brite, Diamond Brilliance, River Rok, Durazzo, and Ultra Pearl Brite Swimming Pool & Spa Finishes; Bond Kote, and Spray Deck Systems; and is authorized to offer appropriate SGM Inc. limited warranties where and when applicable.




January 2023 - January 2025

 **SPRAY DECK**

 **SPRAY DECK**

BOND KOTE

DIAMOND BRITE
EXPOSED AGGREGATE POOL FINISHES

DIAMOND
Brilliance

 **River Rok**
Marble and Polished Pool Finishes

Durazzo
Polished Marble Pool Finish

 **Pearl Brite**
High-Performance Pool Finish

1502 S.W. 2nd Place, Pompano Beach, FL 33069

Phone: 800.641.9247

Fax: 954.943.2288

Mid-America Pool Renovation, Inc. SUMMARY REFERENCE LIST

Kenwood Cove Lap Pool, Salina, KS (Outdoor Lap Pool)

Contact: Andrea Linder (785-309-5765) andrea.lemna@salina.org

7,450 t2, Existing Surface Removal, Replacement of Tile, Surface with Diamond Brite and New Expansion Joint.

2024

\$212,500.00

Warrensburg Rec Center, City of Warrensburg, MO (Indoor Lap and Leisure Pool)

Contact: Chris Deal (660-738-4617) chris.deal@warrensburg-mo.com

6,771 t2, Existing Surface Removal, Replacement of Tile, Surface with Diamond Brite

2024

\$495,000.00

Centennial Pool, City of Longmont, CO (Indoor Lap Pool)

Contact: Phillip Henry (303-774-4562) Philip.Henry@longmontcolorado.gov

8,830 t2, Existing Surface Removal, Replacement of Tile, Installation of Inter-Glass on Pool, and Surge Tank.

2024

\$375,000.00

Windsor Rec Center, Town of Windsor, CO (Indoor Lap Pool)

Contact: Jessica Andrews (970-674-3527) janderson@windsorgov.com

7,420 t2, Existing Surface Removal, Replacement of Tile, Installation of Blue Inter-Glass.

2024

\$267,000.00

Delta Rec Center, City of Delta, CO (Indoor Youth Pool)

Contact: Amanda Hatch (970-874-0923) amanda@cityofdeltanet

1,496 t2, Existing Surface Removal, Replacement of Tile, resurface with Diamond Brite

2024

\$75,000.00

Olathe Community Center, City of Olathe, KS (Indoor Leisure Pool and Spa)

Contact: Matson Klotz (913-971-9072) MJKlotz@olatheks.org

10,105 t2, Existing Surface Removal, Replacement of Missing Tile, resurface with Diamond Brite.

2024

\$338,000.00

Parker Recreation Center, Town of Parker, CO (Indoor Leisure Pool)

Contact: Charles Ellis (303-805-3188) cellis@parkeronline.org

6,924 t2, Existing Surface Removal, Racing Lane Tile, resurface with Diamond Brite.

2024

\$170,000.0

California Aquatic Center, City of California, MO (Indoor Lap Pool)

Contact: Leslie Scheidt (573-353-6400) l.scheidt@cityofcalifornia.net

3,100 t2, Gel Coat, Missing Tile Repair, Installation of ADA Lift, Lifeguard Chairs, Ladders, Climbing Rock Wall, and Zip Line.

2024

\$375,000.00

Denver Athletic Club, Denver, Co (Indoor Lap Pool)

Contact: Greg Wild (312-375-6258) gwild@denverathleticclub.org

6,562 t2, Racing Lane Tile and INTER-GLASS Installation.

2024

\$228,215.00

Meeker Rec Center, Meeker, CO (Indoor Leisure Pool)

Contact: Rodney Gerloff (970-878-7420) rodney@ERBMrec.com

2,497 t2, Existing Surface Removal, INTER-GLASS installation.

2024

\$208,000.00

Belle Fourche Rec Center, City of Belle Fourche, SD (Indoor Kiddie and Lap Pool)

Contact: Jody Westberg (605-892-2467) Jody@bellefourche.org

6,657 t2, Racing Lane, Texture Dek, and Diamond Brite Installation on the Kiddie and Lap Pools.

2024

\$325,545.00

Roy City Rec Center, City of Roy City, UT (Indoor Lap Pool)

Contact: Ryan Britt (801-940-1665) rbritt@royutah.org

6,795 t2, Racing Lane, Crack Repair, and Diamond Brite Installation on the Lap Pool.

2024

\$449,200.00

Highlands Senior High School, Highlands School District, Natrona Heights, PA (Indoor Lap Pool)

Contact: Daniel Shields (570-861-2403) daniel.shields@abm.com

4,930 t2, Rebuild Pool Floor, Racing Lane Tile, and INTER-GLASS Installation.

2024

\$544,417.00

The Ritz Carlton Club, Aspen, CO (Indoor Spa and Outdoor Pool)

Contact: Sasa Jaramaz (314-486-0526) Sasa.Jaramaz@ritzcarlton.com

5,187 t2, Pool Lights, Tile, Texture Dek and INTER-GLASS Installation.

2024

\$501,363.00

Town of Telluride, CO

Contact: Sasa Jaramaz (314-486-0526) bi@townofwheatlandwy.org

5,081 t2, Racing Lane Tile and INTER-GLASS Installation.

2024

\$501,363.00

Wheatland Rec Center, Town of Wheatland, WY (Outdoor Pool)

Contact: Walter Marin (307-322-2962) Sasa.Jaramaz@ritzcarlton.com

5,187 t2, Pool Lights, Tile, Texture Dek and INTER-GLASS Installation.

2024

\$265,000.00

City of Camdenton, MO

Contact: Travis Block (573-346-3600) tbrock@camdentoncity.com

7,124 t2, Racing Lane and Diamond Brite Installation

2024

\$220,000.00

Aspen Rec Center, Aspen, CO (Indoor Spa)

Contact: Scott Chism (970-920-5059) scott.chism@aspen.gov

396 t2, Diamond Brite Install

2023

\$38,000.00

Wheat Ridge Recreation Center, Wheat Ridge, CO (Indoor Lap Pool)

Contact: Barb Klobberdanz (303-231-1321) bklobberdanz@ci.wheatridge.co.us

7,701 t2, Existing Surface Removal, replacement of tile and surface.

2023

\$300,000.00

John H. Foster Natatorium-Springfield School District, Springfield, MO

Contact: Karsten Kargel (417-523-0478) kekargel@spsmail.org

7,701 t2, Existing Surface Removal, replacement of tile and surface.

2023

\$350,000.00

Olathe School District – Olathe, KS (Indian and Oregon Trail Middle Schools)

Contact: Jennifer Walker (913-780-8076) jewalker@olatheschools.org

11,764 combined t2, Existing Surface Removal, Racing Lanes & Diamond Brite re-surfacing,

2023

\$345,000.00

Grand Junction Recreation Center, Grand Junction, CO (Outdoor Lap Pool and Kiddy Pool)

Contact: Larry Manchester (970-254-3844) larrym@gjcity.org

20,638 t2, Existing Surface Removal, Racing Lanes & Sunstone Buff re-surfacing,

2023

\$408,000.00

University of Colorado Recreation Center, Colorado Springs, CO (Indoor Lap Pool)

Contact: Marcus Graves (719-255-3463) mgraves4@uccs.edu

7,390 t2, Racing Lane Tile and Diamond Brite Installation

2023

\$99,000.00

City of Windsor, Windsor, MO (Outdoor Pool)

Contact: Lisa Lawless (660-647-3512) windsor@iland.net

5,275 t2, Existing Surface Removal, Inter-Glass Installation

2023

\$379,555.00

Colorado College, Colorado Springs, CO (Indoor Pool)

Contact: Carlos Pineda (719-389-7111) cpineda@coloradocollege.edu

3,313 t2, Racing Lane, INTER-GLASS Installation.

2022

\$214,505.00

Western Colorado University, Gunnison, CO (Indoor Pool)

Contact: Vicki Fellows (970-943-2310) vfellows@western.edu

3,313 t2, Racing Lane and Logo Tile, Vinyl Liner Removal, and INTER-GLASS Installation.

2022

\$191,878.00

Elgin Community Center, Elgin, OR (Outdoor Pool)

Contact: Tomi Boolen (541-786-1662) parks@cityofelginor.org

3,313 t2, Existing Surface Removal, Texture Dek on the Deck, Inter-Glass Installation. Built New Steps

2022

\$147,525.00

Durango Recreation Center, Durango, CO (Indoor Lap Pool)

Contact: Owen Tallmadge (970-764-7123) owen.tallmadge@durangogov.org

8,753 t2, Existing Surface Removal, Racing Lanes & Diamond Brite® re-surfacing,

2022

\$254,000.00

Delta Rec Center, City of Delta, CO (Indoor Youth Pool)

Contact: Amanda Hatch (970-874-0923) amanda@cityofdeltanet.net

3,705t2, Sunstone Installation on the Leisure Poola and Spa.

2024

\$88,565.00

High Blue Wellness Center, Belton, MO (Indoor Leisure Pool)

Contact: Kevin Feeback (816-348-7400) kfeedback@beltonparks.org

6,397 t2, Existing Surface Removal, Racing Lanes & Diamond Brite® re-surfacing,

2022

\$155,910.00

Olathe School District – Olathe, KS (California and Chisholm Trail Middle Schools)

Contact: Jennifer Walker (913-780-8076) jewalker@olatheschools.org

11,764 combined t2, Existing Surface Removal, Racing Lanes & Sun-Stone® re-surfacing,
2022

\$388,000.00

Glenwood Springs Community Center, Glenwood Springs, CO (Leisure Pool and Spa)

Contact: John Volk (970-384-6303) johann.volk@cogs.us

6,685 t2, Existing Surface Removal, Racing Lanes, Diamond Brite® re-surfacing, and Replacement of Gutter Supports, Handholds and Grating.

2022

\$215,000.00

Longmont Recreation Center, Longmont, CO (Lap, Leisure, and Spa)

Contact: Pam Roeding (303-651-8345) pam.roeding@longmontcolorado.gov

7,721 t2, Existing Surface Removal, Racing Lanes & INTER-GLASS® Install

2022

\$516,500.00

University of Colorado – Colorado Springs, CO

Contact: Marcus Graves (719-255-3463) mgraves4@uccs.edu

6,300 t2, Surface Removal, Tiled Racing Lanes & Diamond Brite® re-surfacing,

2022

\$99,000.00

Artesian Park Outdoor Pool, Clinton, MO (Lap Pool)

Contact: Brad Combs (660-525-4445) brad@clintonmopr.com

13,724 t2, Surface Removal, Tiled Racing Lanes & INTER-GLASS® Install

2022

\$530,945.00

Sutherland Public School, Sutherland, NE (Outdoor Lap Pool)

Contact: Melissa Wilson (308-386-4721) clerkvos@gpcom.net

5,700 t2, Existing Surface Removal, Racing Lanes & INTER-GLASS® Install

2022

\$147,972.00

BSSHSAC Aquatic Center Pool, Blue Springs MO (Indoor Lap Pool)

Contact: Seth Shippy (816-874-3380) sshipy@bssd.net

6,795 t2, Existing Surface Removal, Diamond Brite® re-surfacing

2022

\$221,000.00

Discovery Bay, Greeley, CO (Outdoor Pool)

Contact: Terry Griebe (970-539-6232) terry.griebe@greeley.gov.com

9,932 t2, Existing Surface Removal, Diamond Brite® re-surfacing

2022

\$225,000.00

University of Kansas Medical Center, Kansas City, KS (Therapy Pool)

Contact: Hayley Unke-Moore (913-588-1117) hunkemoore@kumc.edu

2,675 t2, Existing Surface Removal, Diamond Brite® re-surfacing

2022

\$50,300.00

Gretna Community Rec & Aquatics Center, Gretna, NE (Indoor Lap Pool)

Contact: Liz Crawford (618-219-4882) lcrawford@capripool.com

3,804 t2, Existing Surface Removal, Diamond Brite® re-surfacing

2021

\$86,572.00

Meeker Rec Center, Meeker, CO (Indoor Lap Pool)

Contact: Rodney Gerloff (970-878-7420) rodney@ERBMrec.com

3,804 t2, Existing Surface Removal, Diamond Brite® re-surfacing

2021

\$112,865.00

Mingus Park Pool, Coos Bay, OR (Outdoor Lap Pool)

Contact: Kellie Burnette (541-269-1181) kburnette@coosbay.org

5,125 t2, Existing Surface and Tile Removal, Diamond Brite® re-surfacing

2021

\$199,750.00

Roosevelt Park Pool, Rapid City, SD (Outdoor Lap Pool)

Contact: Melissa Petersen (605-394-4175) melisa.petersen@rcgov.com

5,457 t2, Existing Surface and Tile Removal, Diamond Brite® re-surfacing

2021

\$163,500.00

TOSV Rec Center, Village of Snowmass, CO (Indoor Lap & Leisure Pool)

Contact: Cathryn Perdue (901-757-7260) cperdue@germantown-tn.gov

6,600 t2, Existing Surface and Tile Removal, Plaster Install

2021

\$177,460.00

Athletic Club, German Town, TN (Outdoor Lap Pool and Splash Pool)

Contact: Cathryn Perdue (901-757-7260) cperdue@germantown-tn.gov

9,015 t2, Surface & Tile Removal, Hydrazzo re-surfacing. Removal & replacement of splash pool slide.

2021

\$102,835.00

Patterson Community Center, Murfreesboro, TN (Indoor Lap Pool)

Contact: Shaun Knight (629-201-6312) purchasing@murfreesborotn.gov

4,820 t2, Existing Surface and Tile Removal, Diamond Brite® re-surfacing, Racing Lane Tile installation.

2020

\$71,100.00

Inskip Pool, Knoxville, TN (Outdoor Lap Pool)

Contact: David Griffin (865-215-4681) dgriffin@ktnpna.org

4,820 t2, Existing Surface and Tile Removal, Diamond Brite® re-surfacing, Racing Lane Tile installation.

2020

\$169,115.00

SCERA Lap Pool, Orem, UT (Outdoor Pool)

Contact: Taggart Bowen (801-229-7316) trbowen@orem.org

10,630t2, Removal and replacement of tile and plaster.

2020

\$189,400.00

Central High School-Springfield School District, Springfield, MO

Contact: Karsten Kargel (417-523-0478) kekargel@spsmail.org

5,055 t2, Existing Surface Removal, replacement of tile and surface. Installation of starter blocks, new plumbing

2020

\$191,958.00

Aspen Rec Center, Aspen, CO (Indoor Pool)

Contact: Scott Chism (970-920-5059) scott.chism@aspen.gov

396 t2, New Steps and Diamond Brite Install

2020

\$98,320.00

Township of Upper St. Clair, PA (Indoor Leisure and Lap Pools)

Contact: Mark Edelmann, (724-933-0229) mme@epmarchitecture.com

3,328t2, Prepare/ Remove Existing Surface as needed, Install new Lanes

2019

\$111,700.00

City of Buffalo, MO (Outdoor Pool)

Contact: Brandon Kenall (417-328-8167) brandon.kenall@mercy.net

4,770t2, Concrete coping removal and install, Kiddie pool tiling, install left curve slide, concrete pool decking, white IG on kiddie and main

2019

\$283,835.00

Family Funplex Center, Greeley, CO (Indoor Pool)

Contact: Justin Wells (970-815-1409) justin.wells@greeleygov.com

9,440t2, Diamond Brite install over three pools

2019

\$104,130.00

City of Crossett, AR (Outdoor Pool)

Contact: Justin Reed (870-305-5885) tharch@sbcglobal.net

8,015t2, White plaster installation, new plumbing, new concrete deck. Zero entry installation.

2019

\$425,000.00

Arundel Olympic Swim Center, Annapolis, MD (Indoor Pool)

Contact: Joseph Holobek (443-871-5732) pwho10@aaacounty.org

6,390t2, Remove and replace tile and plaster surface

2019

\$555,930.00

Memory Square Pool, Louisville, CO (Outdoor Pool)

Contact: Paul Borth (720-272-9024) paulb@louisvilleco.gov

6,390t2, Liner removal, remove and replace tile. New plaster installation.

2019

\$105,000.00

University of Tennessee, Knoxville, TN (Competition Lap Pool)

Contact: Marshall Goldman, (865-974-8451) mgoldma4@utk.edu

15,000t2, Prepare/ Remove Existing Surface as needed, Install new Lanes

2018

\$227,170.00

City of Kansas City, MO, Swope Park, Kansas City, MO (Outdoor Lap & Diving Pools)

Contact: Scott Overbay, (816-513-7628) scott.overbay@kcmo.org 26,680t2,

PVC Liner Removal, Racing Lanes & White Pool Plaster Install

2018

\$296,635.00

University of Missouri - Columbia, MO (Lap Pool)

Contact: Heiddi Davis, (573-882-3091) cf.missouri.edu

17,000t2, Existing Surface Removal (Limited), Total Re-tile of the Pool

2018

\$1,159,990.00

Carpenter Recreation Center, Thornton, CO (Outdoor Pool) Contact:

Suzann Cox, (303-255-7834) Suzann.Cox@cityofthornton.net 8,550t2,

Prepare Existing Surface, Diamond Brite® re-surfacing

2018

\$167,686.00

City of Spanish Fork, Utah (Outdoor Pool)

Contact: Bronco Hunter, (801-804-4604) bhunter@spanishfork.org

14,500t2, Prepare Existing Surface, Structural Repair, Gutter Grates, Pool Plaster Installation

2018

\$228,750.00

City of Kansas City, MO, Gorman Park Pool, Kansas City, MO (Outdoor Lap Pool)

Contact: Bob Lawler (816-513-7599) bob.Lawler@kcmo.org

13,250t², Existing Surface Removal, Racing Lanes & INTER-GLASS® Install

2018

\$371,550.00

Bolingbrook Park District Indoor Leisure Pool, Bolingbrook, IL

Contact: Jim Patula, (630-783-6563) jpatula@bolingbrookparks.org

3325t², Existing Surface Removal, Diamond Brite® re-surfacing

2017

\$61,500.00

SECTION II.D
BID BOND

We, Mid-America Pool Renovations, Inc., as "Principal,"
(Name of Principal)

and United Casualty and Surety Insurance Company, an Nebraska Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the City of Oregon City "Owner" the sum of (\$ 10% of Amount of Bid)
Ten Percent of Amount of Bid dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to the Owner in response to Owner's procurement document for the project identified as the: Oregon City Pool Resurfacing and Retiling which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365(4) and the procurement document.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to the Owner its good and sufficient performance and payment bonds required by the Owner within the time fixed by Owner, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 3rd day of December, 20 24.

PRINCIPAL: Mid-America Pool Renovations, Inc.

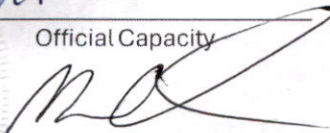
By


Signature

President

Official Capacity

Attest:



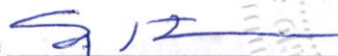
Corporation Secretary

SURETY: United Casualty and Surety Insurance Company

BY ATTORNEY-IN-FACT:

Name Stefan E. Tauger

Signature



Address 303 Congress Street, Suite 502

City/State/Zip Boston, MA 02210

Phone 671-471-1112 Fax 671-471-1116



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

172158

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

**Jeffery L. Booth, Jason S. Centrella, James E. Feldner, Scott E. Stoltzner, Arthur S. Johnson, Stefan E. Tauger,
 Melanie J. Stokes, Alicia Anne Suarez, Alane Skaff**

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Seven Hundred Fifty Thousand & 00/100 Dollars (\$3,750,000.00). This Power of Attorney shall expire without further action on December 31st, 2025.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 23rd day of May, 2024



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

R. Kyle Fowler
 R. Kyle Fowler, Treasurer

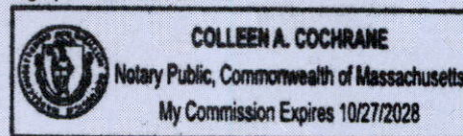
Corporate Seals

Commonwealth of Massachusetts
 County of Suffolk ss:

On this 23rd day of May, 2024, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
 Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 3rd day of December, 2024.

Corporate Seals



Robert F. Thomas
 Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM

Rx

Rx symbol disappears
when rubbed

DocuGard 04545 - 7 Security Features

- Prints "VOID" on front when duplicated
- Blue background highlights erasure alterations
- Watermark on back can be seen when sheet is held on an angle
- Coin-reactive ink on watermark changes color when scratched with a coin
- Heat-sensitive ink on back disappears when subject to heat or touch
- Microtext print contains the DocuGard name and is difficult to copy
- Security features describe tamper-resistant attributes

Rx

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when rubbed

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- Heat-sensitive ink on back disappears when subject to heat or touch
- Microtext print contains the DocuGard name and is difficult to copy
- Security features describe tamper-resistant attributes



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2024

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 Hub International Mid-America 9200 Ward Pkwy Suite 500 Kansas City MO 64114	CONTACT NAME: Certificate Department PHONE (A/C, No., Ext.): 816-708-4600 FAX (A/C, No.): 816-203-4425 E-MAIL ADDRESS: HUB-KC.Certificates@HUBInternational.com												
INSURED Mid-America Pool Renovation, Inc. 5929 East 154th Terrace Grandview MO 64030	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: American Casualty Co of Reading PA</td><td>NAIC # 20427</td></tr><tr><td>INSURER B: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: American Casualty Co of Reading PA	NAIC # 20427	INSURER B: The Continental Insurance Company	35289	INSURER C: Continental Casualty Company	20443	INSURER D:		INSURER E:		INSURER F:	
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INSURER B: The Continental Insurance Company	35289												
INSURER C: Continental Casualty Company	20443												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 1989910536**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		4020098140	10/1/2024	10/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																			
MED EXP (Any one person)	\$ 15,000																			
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GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		4020096137	10/1/2024	10/1/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		4020096123	10/1/2024	10/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
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	Y/N N N/A	WC6050460916	10/1/2024	10/1/2025	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTH-ER																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			

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

*For Informational Purposes Only

CERTIFICATE HOLDER**CANCELLATION**

Sample Certificate
Mid-America Pool Renovation, Inc.
5929 East 154th Terrace
Grandview MO 64030

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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Mid-America Pool Renovation, Inc.

Cement-Based Plaster, Diamond Brite® & Aggregate Surfaces

CEMENT-BASED SURFACES TECHNICAL SPECIFICATIONS

Compiled and Adapted from the National Plasterers Council TECHNICAL MANUAL, EIGHTH EDITION, The Association of Pool & Spa Professionals (APSP), Service Tech Manual, 5th Edition, the National Association of Corrosion Engineers (NACE) COATINGS AND LININGS FOR IMMERSION SERVICE, The Society for Protective Coatings (SSPC) The Fundamentals of Cleaning and Coating CONCRETE, the United States Department of the Interior, Bureau of Reclamation, Guide to Concrete Repair, publications from the INTERNATIONAL CONCRETE REPAIR INSTITUTE, the CSI MasterFormat, the American National Standard for Plastering or Swimming Pools and Spas, ANSI 2015, other chemical and technical publications and journals addressing swimming pool surfacing, materials usage and Mid-America Pool Renovation, Inc.'s SWIMMING POOL RE-PLASTER ISSUES.

PART 1-GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications sections, apply to this section.

1.02 SUMMARY OF WORK INCLUDED

- A. This section includes preparation and installation information on MID-AMERICA POOL RENOVATION, Inc.'s Cement-Based surfaces' procedures, including pool plaster (marcite), Diamond Brite®, pebblecrete or other aggregate materials, to items and surfaces scheduled, including MID-AMERICA POOL RENOVATION, Inc.'s surface preparation, cleaning procedures, and material placement recommendations.
- B. Types of materials or systems required for the project include:
1. Cement-Based materials for Submerged Swimming Pool Use:
 - a. Pool Plaster (marcite), Diamond Brite®, pebblecrete and other aggregate materials made for submerged or immersed environmental conditions and comprised of a cement binder, silica quartz, limestone (dolomite), pebble rocks, additives and water, forming an integral fully bonded, low permeable, water-proofing system.

1.03 RELATED WORK

A. Related work which is specified elsewhere

1. EXISTING CONDITIONS, DIVISION 02, 70 00
 - a. 02 32 23 Groundwater Monitoring Before Construction
 - b. 02 71 00 Groundwater Treatment
 - c. 33 24 13 Groundwater Monitoring During Construction
2. CONCRETE, DIVISION 03, 03 00 00
 - a. 03 35 00 Concrete Finishing
 - b. 03 37 19 Pneumatically Placed Concrete
 - c. 03 39 00 Concrete Curing
 - d. 03 60 00 Grouting
3. MASONRY, DIVISION 04, 04 04 00 00
4. FINISHES, DIVISION 09
 - a. 09 01 00 Maintenance of Finishes
 - b. 09 25 00 Other Plastering
 - c. 09 27 00 Plaster Fabrications
 - d. 09 30 00 Tiling
5. SPECIAL CONSTRUCTION, DIVISION 13, 13 00 00

1.04 REFERENCES

A. Publications listed herein are part of this specification to the extent referenced. The criteria established in the specifications shall take precedence over the standards referenced herein.

1. American Society for Testing and Materials (ASTM)

- a. ASTM D 4259 - 88 (Reapproved 2012), Standard Practice for Abrading Concrete.
- b. ASTM D 4258 - 05 (Reapproved 2012), Standard Practice for Surface Cleaning Concrete for Coating.
- c. ASTM D 5295 - 00, Standard Guide for Preparation of Concrete Surfaces for Adhered (Bonded) Membrane Waterproofing Systems

2. American National Standards Institute (ANSI)

- a. Standard Specifications for the Installation of Ceramic Tile

3. International Concrete Repair Institute (ICRI)

- a. Concrete Repair Manual, Fourth Edition, Volumes 1 & 2
- b. Guideline No. 310.1R-2008, Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion.
- c. Guideline No. 03732, Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays
- d. Guideline No. 03733, Guide for Selecting and Specifying Materials for Repair of Concrete Surfaces
- e. Guideline No. 03731, Guide for Selecting Application Methods for the Repair of Concrete Surfaces
- f. Technical Guideline No. 03737, Hydrodemolition

4. American Concrete Institute (ACI)

- a. Field Guide to Concrete Repair Application Procedures, Concrete Removal Using Hydrodemolition
- b. Concrete Repair Manual, Fourth Edition, Volumes 1 & 2

5. The Construction Specifications Institute

- a. Construction Documents Technology

6. Society for Protective Coatings (SSPC)

- a. Surface Preparation Specifications and Practices
- b. SSPC-VIS 2, Standard Method of Evaluating Degree of Rusting on Painted Steel Surfaces

7. Association of Pool & Spa Professionals (APSP)

- a. SERVICE TECH MANUAL, 4th Edition

8. National Plasterers Council

- a. Technical Manual, Seventh Edition

9. National Association of Corrosion Engineers (NACE)

- a. COATING & LININGS FOR IMMERSION SERVICE

10. The Society for Protective Coatings (SSPC)

- a. The INSPECTION of COATINGS and LININGS
- b. The Fundamentals of Cleaning and Coating Concrete
- c. Surface Preparation Specifications and Practices

11. International Standards Organization (ISO)

- a. The Rust Grade Book

12. International Code Council (ICC)

- a. International Swimming Pool and Spa Code
- b. Concrete Manual, Concrete Quality and Field Practices

13. WaterJet Technology Association

- a. Recommended Practices for the Use of High Pressure Waterjetting Equipment

14. Tile Installations

- a. Tile Council of North America Handbook for Ceramic, Glass and Stone Tile Installation
- b. American National Standard Institute Specifications for Installation of Ceramic Tile

15. British Adhesives & Sealants Association

- a. Manual of Good Practice in Sealant Application

16. Laticrete International

- a. Tile Installation Handbook
- b. Technical Design Manual, Tiled Swimming Pools, Fountains and Spas

17. United States Department of the Interior Bureau of Reclamation

- a. Guide to Concrete Repair

18. Perkins, Philip H.,

- a. Swimming Pools, A Treatise on Planning Layout, Design & Construction
Water Treatment and Other Services Maintenance and Repairs

19. Plastering Plain and Decorative

1.05 DEFINITIONS & ACRONYMS

Acid Washing: Abrading a Cement-Based surface in order to clean and remove inorganic or chemical stains such as rust or copper sulfate, or to soften and remove calcium deposits; or to remove the film of a cement-based binder to expose aggregates or rock pebbles.

Additive: A material added to a Cement-Based mix to either accelerate or retard the setting time, or to aid in its workability, or to color the material being used.

Aggregate: An inert granular material such as Pool Mix (limestone / dolomite), sand, silica quartz, etc. Aggregates form a component of a material matrix mix and are generally held together by a cement binder.

APSP: Association of Pool & Spa Professionals

Beadcrete®: Pool surfacing material containing spherical glass particles, graded aggregates and a polymer-modified cement binder.

Binder: Cementing component of a mix that holds other components together.

Bleaching: Physical or Chemical action on the surfacing material resulting from the effects of direct sunlight, or drying, or curing process on the material matrix.

Bleeding: Diffusion of moisture arising from the material matrix to the surface.

Blister: Rounded or oval elevation of the surfacing material that is generally a product of trapped air in the material matrix and generally removed by troweling as the material matrix hardens.

Bond: Physical, mechanical or chemical adhesion forces between particles and or surfaces.

Bond Coat: Coating that is applied by rollers or spray to roughen an existing Cement-Based pool surface in preparation for re-surfacing. Bond Coats are generally mixtures of polymer-modified cements, acrylics and / or water based epoxies. Advertised as a suitable 'mechanical' bonding material to old surfaces, the technology is based more on a 'chemical' bonding theory.

Breathing: Ability of a material matrix to allow permeability of moisture to pass through the material without destroying the benefits of the material's waterproofing capability.

Calcium Carbonate: A chemical compound with the chemical formula CaCO_3 . It is a common substance found in rock in all parts of the world.

Calcium Chloride: Accelerating compound for Cement-Based material mixes.

Calcium Deposits: Generally whitish crystals, nodules or deposits precipitating on a hardened surfacing material, tile and tile grout, plastic fittings, etc., resulting from the water's attempt to balance itself (low calcium hardness, low alkalinity or low pH). Most noticeable in dark colored surfaces and in salt-generated chlorine treated swimming pools.

C.A.S.: Chemical Abstracts Service

Caulk: Elastomeric material used to seal against moisture penetration and to allow for expansion and contraction within various types of joints.

Cement: The binder component in a material matrix. Generally Portland and Hydraulic cements are used in the swimming pool industry.

Compressive Strength: The amount of force in psi placed on a flat object.

Copper Sulfate: A blue / green chemical deposit on a hardened material surface resulting from low pH pool water in contact with copper in heater cores and elements or in copper components in the pool equipment.

Coverage: Generally the spreading rate in ft^2 for Cement-Based material mixes.

Check Cracking / Crazeing: Spider web random patterns in the surface of a plaster finish. These are minute, and are not open cracks. Disappear after the surface is submerged / immersed in water.

Cracking: Hairline; very small, generally static, and generally does not penetrate through the entire surface. Structural; varying in width, could be static or dynamic and generally penetrates through the entire surface.

Cure / Curing: The toughening and hardening of a material matrix through the process of hydration.

Diamond Brite®: Pre-mixed Material Matrix combining colored silica quartz aggregate and polymer-modified cement as a surfacing material for swimming pools.

Delamination: Separation in the bond between a material and substrate, or separation between layers of a material.

Elastomeric: Polymer having the elastic properties of rubber, being able to stretch or contract, and then return to its natural state.

Etching: Physical or Chemical deterioration of a surface.

Flexural Strength: Measurement of the maximum strength a material can withstand while being bent under a load before breaking

Freeze / Thaw Cycling: Changes in temperatures that create expansion and contraction stress.

Hydro-Blasting, Ultra High Pressure Water Jetting: Water blasting in the range of 10,000 psi - 40,000 psi.

Hydro-Static Pressure: Water pressure in the sub-surface under a swimming pool or other immersion vessel exerting upward force on the pool or vessel. Hydro-static Pressure can be significant enough to affect surface coating and linings, and can force a pool or vessel out of the ground.

Krystalkrete®: Pre-mixed Material Matrix combining colored silica quartz aggregate and polymer-modified cement as a surfacing material for swimming pools.

Marbelite: Synonym for Pool Plaster.

Marcite: Synonym for Pool Plaster.

Mottling: Varying degrees in shading and / or coloration in the surface of a material matrix.

Plaster Finish: (Proper, accepted standard) A surface finish no rougher than comparable 220-grit sandpaper.

Polyurea: Type of elastomeric compound that is derived from the reaction product of an isocyanate component and a synthetic resin.

Pool Plaster: Material matrix consisting of 1-part Portland cement (generally White Portland), and 1-1/2 or 2-parts aggregate (generally limestone / dolomite Pool Mix), or a pre-measured combination of these materials.

Pop-off: See Delamination.

Tensile Strength: Measurement of the maximum strength a material can withstand while being stretched or pulled before failing or breaking.

Winterization Levels: Where areas of the country are affected by freezing temperatures, a swimming pool or other water vessel may require lowering of the water levels, clearing of recirculation lines, etc. See ASAP, Service Tech Manual, 4th Edition, Section 10, pages 18 - 19.

1.06 SYSTEM DESCRIPTION

Types of special coating systems required for such projects include:

Cement-Based Surfaces for Submerged Environmental Use:

Systems developed for submerged / immersion service conditions, generally comprised of a cement & aggregate *in situ* terrazzo mix in proportions of 1-Part Portland Cement and 1-1/2 to 2-Parts of a graded limestone or dolomite aggregates, plasticizers and bonding agents as additives. This surface forms an integral, fully-bonded, permeable water proofing coating system for swimming pools and other vessels.

1.07 QUALITY ASSURANCE

A. Manufacturer / Installer Materials: MID-AMERICA POOL RENOVATION, Inc. has over 10-Years of successful experience as a Cement-Based surfacing and re-surfacing installer.

1. MID-AMERICA POOL RENOVATION, Inc. will provide Daily documented report Sheets during the preparation and installation process gauging surface conditions and the resulting finished product.
2. MID-AMERICA POOL RENOVATION, Inc. will provide and install the cement-based surface that is specified and that is compatible with the concrete, gunite, shot-crete or cement surface undercoat materials.
3. Prior to beginning Work and as a matter of protection for the Owner, MID-AMERICA POOL RENOVATION, Inc. will provide a current Certificate of Insurance, and shall maintain such insurance covering any claims under Workman's Compensation, bodily or property injury, and liability for the duration of the Project.
4. MID-AMERICA POOL RENOVATION, Inc. will provide Performance and Payment Bonds, and a Certified Payroll Report for Prevailing Wage paying Projects.

B. Source Responsibility & Compatibility: MID-AMERICA POOL RENOVATION, Inc. will provide all the specified materials and insure compatibility between all materials used for the Project.

C. Coordination of Work: MID-AMERICA POOL RENOVATION, Inc. will review job conditions, materials, and the substrate system, and shall notify the Architect or Owner of any problems anticipated in the execution of work or anticipated in using the Cement-Based material that is specified.

D. Field Samples: On actual wall and floor surfaces, MID-AMERICA POOL RENOVATION, Inc. will duplicate finished samples of the specified materials.

E. Material Quality:

1. MID-AMERICA POOL RENOVATION, Inc. will provide new, unused, bagged material identified as from the specified materials' manufacturer.
2. MID-AMERICA POOL RENOVATION, Inc. will provide the best quality grade of the cement-based surface that is specified. This surface is manufactured for submerged environmental conditions, including chlorine, muriatic acid and other swimming pool chemicals, within the limitations and conditions listed below or in application

warranties. Packaged materials not displaying the specified cement-based surface identification name will not be acceptable or used.

3. MID-AMERICA POOL RENOVATION, Inc. will leave a minimum of two (2) unopened bags of material of the same Lot # as used in the Project in the event of need for future use.

F. Value Engineering: MID-AMERICA POOL RENOVATION, Inc. is amenable to participating in Value Engineering principles if offered or part of the Construction Agreement specifications.

1.08 SUBMITTALS

- A. Product Data: Trade Names: 1) Pool Plaster, 2) Colored Aggregate finishes, 3) pebblecrete (rock pebbles). Mixture Ingredients: Grey Portland Cement, White Portland Cement, C.A.S. Number: 65997-15-1, made from especially Pure Chalk or Limestone, China Clay low in iron (shall contain not more than 0.50% by weight Ferric Oxide,) and white silica sand; Pool Mix, C.A.S. Number 471-34-1, made from Silica, Quartz, Calcium Carbonate Dust; Crystalline Silica, C.A. S. Number 14808-60-7. Complete Material Data Sheets on all materials used in the application process are available upon request.
 1. List each material and cross-reference the specific surface finish system and application. Identify each material by the manufacturer's catalog number and general classification. Complete material labeling placed on all materials used for application. Unique formulations or identification of special materials is a Trade Secret and may not be included.
- B. Sample: MID-AMERICA POOL RENOVATION, Inc. will submit samples for review of the color and texture of the surface to be provided.
 1. MID-AMERICA POOL RENOVATION, Inc. will provide samples of each color and material to be applied with texture to simulate actual conditions, on representative samples of the actual substrate within ten (10) working days of the General Contract award.
 - a. MID-AMERICA POOL RENOVATION, Inc. may provide two 6" square samples for each type color and finish.
 - b. Color : White. Specialty colors / mixes upon request.
 - c. Texture: Smooth, as defined as having the consistency of 220-grit, very fine sandpaper. Aggregate textures vary.

C. LIMITED WARRANTY

For a period of **5** years from the date of installation to _____, who is the original purchaser of this cement-based surface. This cement-based surface is warranted against any flaking, peeling, popping-off or excessive color change providing the pool is maintained chemically balanced, and full of water (with proper winterization included as per The Association of Pool and Spa Professionals (APSP) Service Tech Manual, 4th Edition, instructions for Plaster Finish pools, pg. 10-29.

LIMITATIONS AND EXCLUSIONS

This warranty only applies to the labor and materials on the newly placed surface material and does not cover any DAMAGE including, but not limited to or from: Failure to completely fill the pool with water within 3-days of receiving notice to fill; Defects in the structure including structural or hairline cracking; Vandalism, intentional or accidental abuse, or neglect; Improper acid washes; Stains or discoloration due to, but not limited to, the improper use of chemicals, improperly maintained water chemistry, or any introduction of metals or metal ions into the water; Improper winterization; Hydro-static water pressure; Any acts of God; or from any intruder after the plaster crew has left the job site, or from any other action outside the course of normal everyday use and care of the surface lining, or from any other action over which Mid-America Pool Renovation, Inc. has no control. Repairs, alterations, or modifications made by persons or entities other than Mid-America Pool Renovation, Inc., are not covered under this warranty. Consequential damages such as, but not limited to, loss of revenue, cost of water, etc., are not covered under warranty.

WARRANTY TRANSFER PROCEDURES

This warranty is hereby issued to the current owner (s) of this property at the time the work is being done, and is transferable only upon a written request. The Qualifications for a Warranty Transfer to a new owner to effect are: 1) An on-site inspection prior to sale completion, 2) A written report after inspection, 3) Handing over the PLASTER INFORMATION SCHEDULE, Guidelines for proper Pool Surface Care, a copy of this Limited Warranty, and any other pertinent reports on the pool to the new owner, and 4) Obtaining signature receipt of such materials from the new owner. The Fee for a Warranty Transfer is *\$500.00*.

NOTIFICATION – KEEP THIS WARRANTY

In the event of any claim under this warranty, Contractor shall be notified in writing within ten (10) days of the leak or crack occurring. A copy of the original sales contract and a copy of this warranty must accompany the claim. If not notified as stated and/or the pool is drained, emptied, or work is attempted on the pool area in question prior to an inspection by the Contractor, this warranty shall automatically become null and void with no further responsibility by the Contractor.

Notification shall be sent to:
Mid-America Pool Renovation, Inc.
5929 East 154th Terrace
Grandview, MO 64030

1.09 DELIVERY, STORAGE, AND HANDLING

A. MID-AMERICA POOL RENOVATION, Inc. will deliver all packaged materials to the job site in original, new, unopened packages, bags and containers bearing the name and label and the following information:

1. The name of the manufacturer and the Trade Name of the specified cement-based surface materials.
2. Federal Specification number, if applicable.
3. The name, stock & batch number and date of manufacture.

4. Contents by volume, for major pigment and vehicle constituents per each container.
 5. Application instructions.
 6. Color name and number.
 7. Handling instructions and precautions.
 8. Material Safety Data Sheets for all material to be used.
- B.** Materials not in actual use will be stored in tightly covered, dry containers at a minimum ambient temperature of 45 degrees, (7 degrees C) in a well-ventilated area. Containers used in storage will be kept in a clean condition, free of foreign materials and residue.

In addition, MID-AMERICA POOL RENOVATION, Inc. will take the necessary precautionary measures to ensure that workman and work areas are adequately protected from any health hazards resulting from handling, mixing and application of the cement-based surface materials.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A.** Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work schedule, but not limited to, as follows:
1. Lehigh Cement Company.
 2. Imerys, Roswell, GA.
 3. Southern Grouts & Mortars, Inc.
 4. CL Industries
 5. 3M Construction
 6. Substitutions / Alternates must have equivalent or better physical properties.

2.02 INTERIOR AQUATIC CEMENT-BASED SURFACE MATERIALS

- A.** System: Cement-based system to be specified. Systems include pool plaster (marcite, marbelite), Diamond Brite®, Kyrstalkrete®, Beadcrete®, among others.
- B.** Inspection: MID-AMERICA POOL RENOVATION, Inc. will examine substrates and conditions under which the specified cement-based surface will be installed for compliance with requirements for application. We will not proceed with application until unsatisfactory conditions have been corrected.
1. Starting of installation work will be construed as MID-AMERICA RENOVATION, Inc.'s acceptance of surface within any particular area.
 2. MID-AMERICA POOL RENOVATION, Inc. does not apply cement-based surfaces over dirt, rust, grease, standing water, stuffed surfaces, or conditions otherwise detrimental to formation of a durable, fully attached, watertight surface.

PART 3 - EXECUTION

3.01 PREPARATION

- A. **General:** Remove hardware, hardware accessories, plates, machined surfaces, light fixtures, and similar items and store in a safe, secured place on site until surfacing is completed. On non-removable fixtures, provide surface-applied protection prior to surface preparation and application. Remove these items if necessary for complete surfacing. Following completion of the surfacing operation in each space or area, reinstall items removed using workmen skilled in trades involved. Securely cover all gutter areas. Place air-blown fittings in all main drain suction lines to block debris from entering the filter system. Plug all return, or other orifice lines throughout the entire pool.
1. Clean surfaces to be surfaced before applying the cement-based surface. Program cleaning and application so that dust and other contaminants from the cleaning process will not fall on the new, wet surface materials.
- B. **Surface preparation Summary:** Perform surface preparation and cleaning in compliance with MID-AMERICA POOL RENOVATION, Inc.'s instructions for the particular substrate conditions as specified herein.
1. Notify the Purchaser in writing of anticipated problems using surface preparation of methods and coatings specified with substrates furnished by the specified manufacturers.
2. Verify that the surface is sound, that all surface preparation, expansion or control joint repairs if any, and other preparatory work are satisfactorily completed prior to applying the specified cement-based surfacing materials.
- C. **Cement / Concrete Surfaces:** Prepare cement or concrete surfaces, (shot-crete, gunite, formed concrete, pool plaster, marcite, pebblecrete, Diamond Brite®, brown-coat / render), to receive new surfacing materials by removing efflorescence, laitance, chalk, dust, grease, oils, and by various means of roughening (UHP-WJ Hydro-blasting) if required, to remove glaze. If hardeners or sealers have been used to improve concrete curing and detected by UV Light Testing or other means, use mechanical methods of surface preparation (brush-blasting, Hydro-blasting or scarification).

1. Surface Removal of Previous Coatings (Total Removal)

- a. The optimum, environmentally friendly surface preparation method for Total Removal is 40,000 psi (or +) Ultra High Pressure Water jetting (UHP-WJ). Water jetting achieves 100% surface contact, and can accomplish up to 100% removal of previous coatings. Water jetting prepares the surface for the best Mechanical Bond between new and existing materials. UHP-WJ procedures are to follow International Concrete Repair Institute Technical Guideline No. 03737, American Concrete Institute RAP Bulletin 14, and WaterJet Technology Association recommended practices.
- b. If specified, use of abrasive blasting methods such as sandblasting or mechanical grinding is allowed if the cement-based surface has been painted or seal coated, or if otherwise recommended by MID-AMERICA

POOL RENOVATION, Inc. All existing pool paint must be removed. Avoid direct circular sanding as a preparation method.

- c. If the pool has a failing thermoplastic, polyurea, fiberglass, or other type of elastomeric or PVC liner material, manually remove all of the existing materials including the liner, fleece and all of the metal fasteners used in the liner fastening system off from the pool structure. Manually grind or hydro-blast off all remaining adhesive materials, glues or paints used in or residing under the failed lining or coating system off of the pool structure.
- d. If the concrete surface of the pool shell below the plaster or other lining is deteriorated or degraded by freeze / thaw activity, reinforcement steel carbonation, or severe spalling from thermal interactions, follow these instructions:
 - a) Manually / mechanically remove all deteriorated and loose concrete materials, aggregates, or toppings.
 - b) If corroded reinforcement steel is found in the deteriorated areas, cut and remove the corroded steel.
 - c) Perform 40,000 psi Ultra High Pressure Water jetting (UHP-WJ) over the entire surface down to a sound base.
 - d) If specified, install new epoxy doweled reinforcement steel.
 - e) If sizeable areas or amounts of unsound concrete are found, consult a structural engineer for site inspection and remedial recommendations.
 - f) Prepare and patch all deteriorated areas with polymer modified cement according to manufacturer's instructions, in accordance with ASTM Standards C928-05, C-811 and D-5295, NACE 21082 , SSPC SP 13 / NACE 6, or other standards that may apply and be specified in the project's repair methodology.

2. Other Preparation Methods – When Total Removal is not Specified

- a. The optimum recommended surface preparation method is 40,000 psi Ultra High Pressure Water jetting (UHP-WJ), which achieves 100% surface coverage removing soft or deteriorated materials, previous coatings and hidden contaminants. UHP-WJ procedures are to follow International Concrete Repair Institute Technical Guideline No. 03737, and American Concrete Institute RAP Bulletin 14 and WaterJet Technology Association recommended practices..
- b. Mechanically chip the entire pool surface in accordance with the 'axe-chipping' preparation method to remove all unsound material. Do not attempt a total removal process by jack-hammering of an existing cement-based surface because it can cause excessive trauma to the integrity of the pool shell, micro-cracking of the pool shell, cause structural damage or expose old, chalky concrete.
- c. Slurry or Bond Coats can be successful over an existing pool surface if:
 - 1) All pool paint and all loose and spalling material is mechanically removed,
 - 2) Installed on an indoor pool facility when water is kept in the vessel a majority of the time, and only to manufacturer's application instructions with complete documentation and pictorial history of the installation, and
 - 3) Be listed as non-emulsifiable by manufacturer's letter.

If any of these three (3) conditions cannot be met, a Bond Coat should not be used.

- d. Cut a 1/4" wide minimum groove into the existing surfacing materials around all fittings, pool light niches, drains, and other non-removable fixtures.
- e. Mechanically or manually chip the existing surfacing materials to remove the materials from below fixtures (such as tile) to a span minimum of 2" - 4" to allow for a uniform transition with the new cement-based finish to existing surfaces at all fixture locations.

3. Final Area Preparation & Site and Vessel Cleaning

- a. Clean the pool, decking and surrounds, and remove all debris from the job site.
- b. Water blast, or high pressure water blast (as needed) the entire surface using a minimum 3500 psi water blaster. Clean and pump out resulting water and residue while water blasting.
 - 1) As a preparation step, avoid muriatic acid washes on existing surfaces. Acid washes tend to deposit chlorides that cause contamination of the existing surface and can permeate the surface causing corrosion to the reinforcement steel and the dissolution of the cement and concrete matrix.
- c. After water blasting and initial cleaning, sound the entire surface and wash the entire pool surface using a hand held garden hose. Remove all delaminated areas failing the sounding test.
- d. Examine the dry surface for any weepers, i.e. penetration of hydro-static or other water source ingress into the pool.
- e. Control all hydrostatic water ingress into the pool before starting to apply new cement-based surfacing materials. Do not apply new surfacing materials onto continuous hydrostatic water ingress areas.
- f. Use application methods as advised by MID-AMERICA POOL RENOVATION, Inc. in each situation. Hydrostatic control methods are considered a Trade Secret and not specified herein.
- g. Should an FRP system be used on a structure crack or other swimming pool area that is specified for an FRP system, prior to the drying, broadcast dry sand into the final application of wet resin. Allow 24-hours for the resin and broadcast sand to thoroughly dry. Clean off any unbonded sand and proceed to install the Cementitious system over the FRP area.

D. Pools Left Empty During the Off-Season:

- 1. Monolithic gunite, shot-crete or formed concrete pools that have a cement-based surface cannot not be left empty during the off-season, or for periods of time exceeding 3-days for cleaning purposes.

E. Winterization of Monolithic Pools in Severe Climates in the Off-Season:

This partial list of MID-AMERICA POOL RENOVATION, Inc., instructions for winterization are referenced from the BASIC POOL & SPA TECHNOLOGY, 3RD EDITION, National Spa & Pool Institute, now known as the Association of Pool & Spa Professionals (APSP), page. 10-29. They are listed here as recommendations to protect the integrity of the monolithic pool structure.

1. "In climates where freezing temperatures are normal, a pool or spa should be completely winterized by cleaning, treating water (if left standing), and protecting pool and equipment against the weather. Even if your customers are planning to use their pool or spa as an ice skating rink, it's still necessary to winterize the plumbing, equipment, and pool structure before a freeze. This section provides standard procedures for winterizing, but it does not cover every type of equipment. It is important to check product information.
2. Water: Cleaning - Vacuum thoroughly. Vacuum waste water to the appropriate waste or sewer system since the water level must be lowered for winterizing. If the filter does not have a "waste" position, vacuum on "filter" only. Where appropriate, use a portable pump to vacuum directly to waste. Treatment - Test the water, balance the pH, calcium hardness, and Total Alkalinity. Chemically treat the water with disinfectant, stabilizer, and algaecide just as you would at other times. This treatment is very important so water will not become corrosive when the temperature reaches the freezing point. Depending on the chemicals, some are added before draining and some are added just before putting on a cover.
3. "Lower Water Level - Here are suggested winter water levels for different types of pools, with or without solid material covers or mesh covers (consult your cover manufacturer's literature):
 1. Vinyl-Lined: (Lined type) 1" below skimmer mouth (but lower in areas of heavy rain and snow precipitation's.)
 2. Plaster Finish, with a Solid Material Cover: 1" to 6" below the skimmer mouth or tile line, whichever is lower.
 3. Painted or Natural Finish, with Solid Material Cover: 6" below skimmer mouth.
 4. With No Covers or Mesh Cover: 18" to 24" below skimmer mouth. Hydrostatic pressure can destroy a drained pool if proper precautions are not taken. If there is a drainage bed beneath the floor, then the pool can be completely drained, subject to the designed strength of the walls. In this case, the bottom drain valves must be left open. If in doubt about drainage beds, it is best to leave pool almost full of water."

- F. Structural Crack Repair & Prevention:** No swimming pool lining membrane will keep a concrete structure from moving. In situations where a structural crack is evident and depending on its severity, MID-AMERICA POOL RENOVATION, Inc. may exercise repair and precautionary measures such as: Bridging, Engineered Stress Relief, Placing in Control Joints, the use of Epoxy Injection, use of Type IV epoxy systems, the use of an expandable Two-Part

Epoxy Resin Grout System. Consult a structural engineer or the project architect for further directions.

3.02 INSTALLATION

- A. Install the specified cement-based surface according to material manufacturers' recommendations and according to placement guidelines of the National Plasterers Council.
- B. Spray or lightly dampen the entire surface area to receive new cement-based surfacing materials. Do not allow water to run freely or puddle on these areas.
- C. Produce a minimum thickness of 3/8", with other varying thickness to produce an even, smooth surface, abutting all drains, lights, inlets and other fixtures without an uneven or irregular transition point.
- D. After troweling materials to produce an even, smooth or textured surface depending on the material system specified, allow the materials to dry.
- E. Fill the pool according to the directions given in PART 7 below.

3.03 PROJECT CONDITIONS

- A. Apply the surface materials only when the temperatures of the surfaces to be coated and surrounding air temperature are as follows: (40° F minimum ambient & surface temperature), and not expected to fall below 32° within the immediate next 24-hour period.
- B. After application, the surface materials are to be submerged within the next immediate 72-hour period, and remain submerged through their life-usage period (proper winterization levels excepted).
- C. Surfaces not capable of submersion within a 72-hour period, or when specified are to be mist cured.

3.04 REMOVAL OF, OR APPLICATION OF RACING LANE & TARGET TILES, WATERLINE, HI-LITE, OR OTHER CERAMIC TILING

- A. If existing tiles racing lanes are to be covered by new cement-based surfacing materials, all of the existing tile must be removed (during preparation stages). MID-AMERICA POOL RENOVATION, Inc., will not apply cement-based surfacing materials over existing tiling.
- B. If new tiling is to be applied, all tiling must be placed prior to installation of new cement-based surfacing materials in accordance with the American National Standard Specifications for the Installation of Ceramic Tile and practices of the Tile Council of North America, Inc.
- D. Colored cement-based surfaces are subject to the conditions of the National Plasterers Council White and Colored Plaster Agreement, and warranties as specified by the materials manufacturers.

To minimize fading and color differences in colored cement-based pool surfaces, only use inorganic coloring agents.

- E. All cement-based surfacing materials should remain submerged during their life usage period, requiring that a minimum of 6" of ceramic, frost-proof tiling be placed at the uppermost section of the top of the interior pool structure, so as to allow all of the new cement-based surface to remain submerged below the pool's natural operating water line.
- F. MID-AMERICA POOL RENOVATION, Inc. does not recommend applying any pool paint, sealers, or stains onto the newly applied cement-based surfacing materials, and does not recommend placing cement-based surfaces above the pool's natural operating water line.

3.05 CLEAN-UP & PROTECTION

- A. During process of the work, MID-AMERICA POOL RENOVATION, Inc. will remove from the project site discarded materials, rubbish, cans and rags resulting from use during installation on a daily basis.
- B. During process of the work, clean all spattered surfaces. Remove spattered materials by proper methods of washing and scraping, using care not to damage finished surfaces.
- C. Protect the work of other trades, whether to be coated or not, against damage. Correct damage by cleaning, replacing and / or recoating as directed by an Architect. Leave work in undamaged condition.
- D. Provide and post "Caution", and "Do Not Enter", and other signs as might be required on all entries into enclosed or indoor environments where application is taking place.
- E. Provide and supply fresh air circulation, and contaminated air exhaust on all enclosed or indoor environments where application is taking place.

PART 4 - CONTRACTORS EXPERIENCE AND QUALIFICATIONS

- 4.01 Contractor must have a minimum of 5-years of experience preparing and applying cement-based surfaces onto previously surfaced swimming pools and will submit a minimum list of five completed projects spanning over the last six years to quality this experience.
- 4.02 MID-AMERICA POOL RENOVATION, Inc. has the appropriate experience and training to submit proof of an ability to perform the work specified herein through a Statement of Qualifications as set out in Contract by the Architect; and experience in the application of cement-based surfaces.

PART 5 – MID-AMERICA POOL RENOVATION, Inc.'s General Precautions:

- 5.01** All personnel concerned with the handling of these materials must maintain strict cleanliness, both of their person and of the area in which they work. There is no substitute for strict cleanliness and good housekeeping.
- 5.02** Employees and applicators must be properly trained and regularly reminded of the consequences of contact, and admonished to take the necessary precautions at the beginning of all projects.
- 5.03** Suitable protective clothing (including gloves, eye protection and dust masks to prevent contact are mandatorily required. All skin contact should be avoided by wear of light-weight clothing. Eye protection, such as glasses, safety glasses or sunshades are mandatory and required.
- 5.04** Smoking on or near job-site applications results in immediate dismissal.

PART 6 - FIELD QUALITY CONTROL

- 6.01** The owner reserves the right to invoke the following test procedures at any time, and as often as the owner deems necessary, during the cement-based surfaces installation.

- A.** The Owner will engage the services of an independent testing laboratory for testing. Samples of the materials on the project site will be taken, identified and sealed, and must be certified in the presence of a representative of MID-AMERICA POOL RENOVATION, Inc.

The testing laboratory will perform appropriate tests for any of the following characteristics as required by the Owner:

- 1.** Quantitative materials analysis.
 - 2.** Absorption.
 - 3.** Accelerated weathering.
 - 4.** Accelerated yellowness.
 - 5.** Color retention.
 - 6.** Alkali and mildew resistance.
 - 7.** Abrasion resistance.
 - 8.** Apparent reflectivity.
 - 9.** Washability.
 - 10.** Dry Opacity.
 - 11.** Re-coating.
 - 12.** Skinning.

- B.** If results show materials being used do not comply with requirements, MID-AMERICA POOL RENOVATION, Inc. may be directed to stop work, remove non-complying materials, pay for testing, prepare and re-surface previously surfaced areas, or remove rejected materials from previously surfaced areas.

PART 7 - PLASTER INFORMATION SCHEDULE AND GUIDELINES FOR PROPER SURFACE CARE

We have set down the following guidelines for proper care of cement-based interiors.

Fill the pool by the water hose as set up by the installation crew. Do not stop water until the pool is completely full. If the water is stopped before the pool is full, it is likely there will be a water-mark ring at the point where the water was stopped and that mark will be difficult if not impossible to remove.

Should a second hose be added later, make sure it is placed in the deep end of the pool striking the water accumulated by the first hose. Do not lay the hose on the pool floor or let the water strike any part of the new surface.

Pools lights are water-cooled so do not turn on the light until the pool is full.

No swimming, pets, or curiosity trips into the pool before the pool is full, as tracks are sure result.

NEVER under any circumstances spray or hose down the surface while the pool is filling.

The pool is safe to swim in once it is full of water.

Do not add salt or turn on a salt generator system until after the 30-day curing period is over.

MAINTENANCE

After the filter has been started, the pool should be brushed twice daily the first week and once a day thereafter for four week. An alkaline residue tends to accumulate in all newly cement-based surfaced pools and may produce a cloudy appearance until cleared by the filter system. This is normal but if not removed, the residue can harden and the surface becomes extremely rough.

Vacuum as normal.

Diatomaceous Earth filter pads should be removed and cleaned regularly during this period.

Keep the chemical balance of the pool water at the proper levels at all times. Check chemical levels after a storm. Failure to keep a correct chemical balance may result in either a scale build-up or a chemical etching of plaster.

Stains and calcium deposits that do develop on pool surfaces are normally removed professionally, either underwater or by draining and applying a light acid wash and/or sanding with a high speed sander and special sanding discs.

Do not drain the pool without consulting MID-AMERICA POOL RENOVATION, Inc., your contractor or your swimming pool service technician. Cement-based surfaces can be severely damaged if permitted to dry out. Draining is not recommended for at least 1-½ years, except for major repair and then only under professional supervision.

GENERAL MATERIAL QUALIFICATIONS

Cement-based surfaces are natural products, and as they are applied over other natural products, they cannot be warranted against any streaks, stains, discoloration and spotting caused by foreign impurities in the pool shell over which MID-AMERICA POOL RENOVATION, Inc. has no control, and which may bleed and appear through new surface, (including wood, insects, paper, steel, etc.), or any foreign impurity that may land on the surface during the filling of the pool, after the work crew has left the job site, or after the pool is full of water.

Mid-America does not accept responsibility if damage occurs to the cement-based surface for any of the following reasons: Acts of God; the pool owner or any intruder after the work crew has left the job site; water seepage which cannot be stopped in the normal course of lining the pool; any cracking or other damage caused by structural faults; allowing the pool to sit empty for any extended amount of time or taking over four (4) days to fill with water; chemical imbalance or chemical staining; acid washing or wire brushing; or any other action outside the course of normal everyday use and care of the pool; or any nature or sort of calcification on or throughout the cement-based surface.

Minor stains can be removed easily with wet and dry sanding paper, underwater.

Colored plaster interiors are susceptible to discoloration, fading and botching, even if inorganic colors are used, and therefore require more attention to achieve an acceptable result. We cannot guarantee the stability or shade of color dyes used.

**FURTHER INQUIRIES, PLEASE CONTACT US. (816) 994-3300 or
(800) 253 7349**

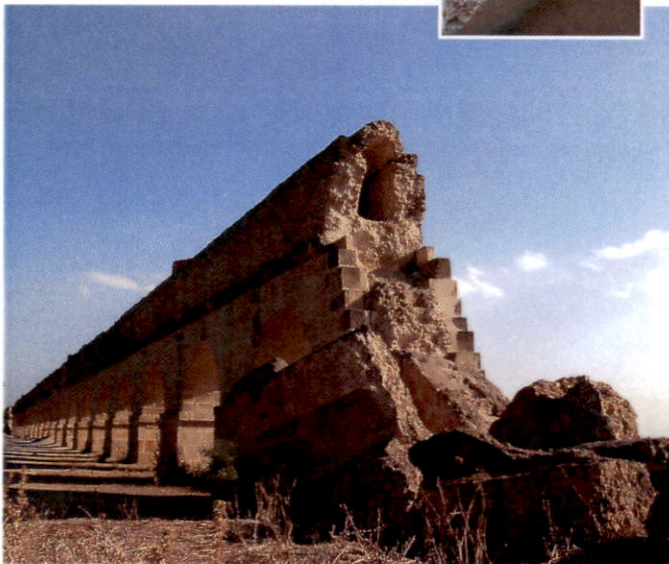
Plaster, Diamond Brite & Pebblecrete

by Mid-America Pool Renovation, Inc.

Overview

Re-plastering is the most economical pool resurfacing option we offer. We offer white and colored pool plaster (also called marcite), Pebblecrete, and other cement and aggregate products such as Diamond Brite®. These linings come with a limited 5-year warranty and are very long-lasting and suitable for specific pool environments.

Plaster
aqueduct
interior



Roman aqueduct to carry water

Cement based plaster has a long history in water containment systems. The hydraulic cement qualities of being able to harden and cure underwater were first developed by the Romans and used as linings for aqueducts and pools.



Roman
plastered
spa with
mosaic tile
floor



Pool re-plastered by Mid-America Pool Renovation, Inc.

At Mid-America Pool Renovation, Inc., we do not sub-contract out our re-plastering. We have our own crew trained in the best methods in California, New England and Australia.

During hand trowelling by our skilled tradesmen, the cement component of the swimming pool plaster matrix is worked to the surface and smoothed while it hardens. It is this smooth, hand-trowelled 'finish' surface that provides both a degree of moisture permeation as well as a degree of water-tightness.

Pool plaster is generally composed of 1-part white cement and 1½ - 2 parts crushed limestone or dolomite. It is applied in two coats to an ideal, minimum final thickness of 3/8-inch, but thickness will vary depending on the condition of the existing concrete surface that is plastered. Properly installed and finished, a plastered pool can be compared to a product shaped from a jello mold, smooth, yet following the contour of the shell. Highly trained, artistic plasterers shaping the surface of a swimming pool with trowels are often compared to and seen as if they are putting icing on a cake.

Cement based surfaces like swimming pool plaster are not susceptible to ultra-violet rays, nor do they become chalky from oxidation like all swimming pool paints.

Plaster and aggregate finishes can be colored, repaired and redone. Pool water chemical balance is very important in cement-based swimming pool surfaces. According to the Association of Pool and Spa Professionals - (APSP) the natural qualities of cement and aggregate will raise pH, affect total alkalinity and have a greater chlorine demand than inert surfaces.

Key to Success: Re-Plaster Preparation

Surface preparation is the most important phase in the re-plaster process. A thorough surface prep assures good adhesion and years of life. Shortcuts lead to problems.

Mid-America Pool Renovation, Inc. uses 40,000 PSI Hydro-Blasting on all re-plastering preps to provide the best mechanical bond to the remaining sound surface. "Scratch coats," "bondcoats" or sandblasting alone cannot provide the same levels of adhesion.

Our ultra-high pressure 40,000 PSI Hydro-Demolition system provides 100% coverage and powers through all layers, removing previous coatings, such as paint, as well as loose, deteriorated, or soft sub-surface material.

Pool Surface After Hydro-Blasting



Saw-cutting and carefully chipping away the old plaster from below your waterline tile allows the plasterers to lay-up the new plaster smooth and flush with the old tile. Eliminating this step leaves an ugly algae-trapping plaster bulge/ledge under the tile.



Saw-cut
and chip
below tile

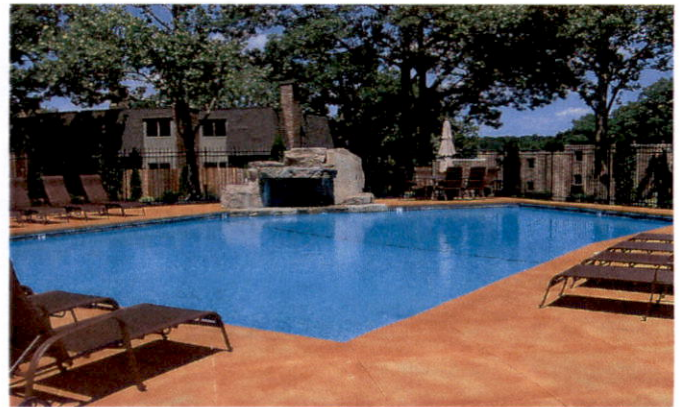
New plaster flush with tile.
No ugly bulge.



Some projects require complete removal of the previous plaster prior to re-surfacing. While this type of removal process greatly raises the cost of re-surfacing, according to the **Society for Protective Coatings (SSPC)**, the **National Association of Corrosion Engineers' Surface Preparation specification 4.3.3**, and **Pool & Spa Service Industry News**, jackhammering all the old plaster off the shell *"can cause excessive trauma to the integrity of the pool shell and cause structural damage."* According to the **American Concrete Institute (ACI)** *"Hydro-blasting does not induce microcracking, a condition that can be detrimental to the longevity of a repair."*

Other Cement Based Options

Plaster can be colored with blue, green or charcoal oxides. In addition, other cement based linings have entered the market using quartz or rock aggregate base. Quartz and silica aggregates have less permeability than limestone or dolomite pool mix. Diamond Brite® and Pebblecrete are probably the most popular recognized choices.



Diamond Brite®- Aqua Color



Sunstone exposed aggregate

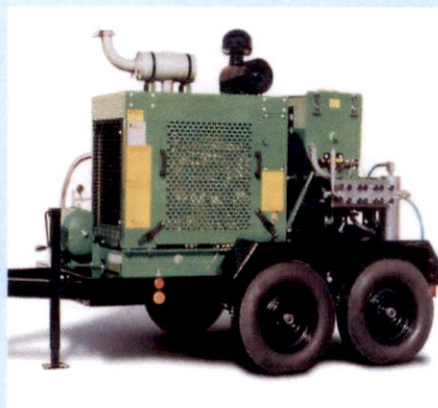
Replaster & Cement Based 5-Year Limited Warranty

There is a 5-year warranty from the date of installation on the new cement based lining against any flaking, peeling, popping-off or excessive color change providing the pool is maintained chemically balanced and full of water (with proper winterization included as per National Spa & Pool Institute's *BASIC POOL & SPA GUIDELINES*, th Edition, instructions for Plaster Finish pools). This warranty only applies to the labor and materials on the new cement based surface and does not cover any damage including, but not limited to: Defects in the structure including structural or hairline cracking; vandalism, intentional or accidental abuse, or neglect; improper acid washes; stains or discoloration due to, but not limited to, the improper use of chemicals, improperly maintained water chemistry, or any introduction of metals or metal ions into the water; improper winterization; underground or hydrostatic water pressure; any acts of God; from any intruder after the plaster crew has left the job site, or from any other action outside the course of normal everyday use and care of the surface lining, or from any other action over which Mid-America Pool Renovation, Inc. has no control. Consequential damages such as, but not limited to, loss of revenue, cost of water, etc., are not covered under the warranty.

Mid-America Pool Renovation, Inc.'s Hydro-Blasting Equipment Process



40K Hydro-Blaster



NLB 4075D Ultra-Clean® 40



Hydro-Blasting in Action

Surface Prep with 40,000 psi Ultra High Pressure Water Jetting (UHP-WJ) by Mid-America Pool Renovation, Inc.

Importance of Good Surface Preparation

Engineers and Specifiers agree that good surface preparation is fundamental to a successful resurfacing project. Proper surface preparation has two goals:

1. Thoroughly clean the surface, removing old coatings, paints, patching materials and contaminants.
2. Create a substrate profile that supports an excellent bond between the existing and new surfaces.

There are two types of bond, chemical and mechanical.



Hydro-Blasting removing pool paint

Chemical bonding is key for polymeric coatings and systems such as INTER-GLASS®. Mechanical bonding is key for thicker, cement-based surfaces like replaster, Diamond Brite®, and Pebblecrete.

Our Hydro-Blasting system, also known as Ultra High Pressure Water Jetting (UHP-WJ) provides 100% coverage and powers through all layers, removing previous coatings as well as deteriorated or soft sub-surface material.

Hydro-Blasting is environmentally safe

Hydro-Blasting is clean. We continually advance our high operating standards to protect our customers' environment, our employees' safety, and the overall success of each and every project. Hydro-blasting also allows us protect and preserve the pool structure.

Benefits of Hydro-Blasting

- Dust and debris resulting from sandblasting is eliminated
- 100% of the entire surface is contacted for preparation
- Use of Bonding Agents is unnecessary and not recommended
- No micro-cracking of the surface (Jack hammering or heavy demolition frequently creates micro-cracking that can lead to future delamination of new surfacing materials)
- Removes invisible contaminants
- Is virtually dust free
- Operates at lower sound levels
- Uses only a few gallons of water

Mid-America Pool Renovation, Inc.'s Hydro-Blasting Process

Mid-America Pool Renovation, Inc.'s Hydro-Blasting procedure is a state-of-the-art, ultra-high pressure preparation system that creates a jagged substrate profile that exceeds chemical and mechanical standards.

Hydro-Blasting is the most productive and clean way to achieve the substrate required for a good coating bond while fully respecting our customers' environment.



Hydro-Blasting outside the Intercontinental Hotel
Kansas City, MO



Debris net set up
South High School, Downers Grove, IL

Hydro-Blasting is a versatile technique that allows for different levels of surface removal ranging from complete removal of plaster to removal of pool paint only.



Residential Plaster Prep
Overland Park, KS



Removal of soft and deteriorated plaster at
Prairie Band Potawatomie Indian Nation, KS

Today, methods that once worked for pool prep are known to have adverse affects:

- **Sandblasting** is now considered environmentally unsafe because it creates airborne pollutants such as silica dust and paint debris. Silica dust, for example, can cause silicosis, a form of lung cancer.
- **Acid washing** is now discouraged because it penetrates concrete and contaminates concrete surfaces. Acid will also dissolve the cement and concrete matrix, weakening it.
- **Mechanical chipping and jack hammering** tend to fracture surfaces and create micro-cracking in the sub-surface. Specification agencies (SSPC-SP 13, NACE No. 6, ACI 546-R) all agree that these impact removal methods can weaken the structure.

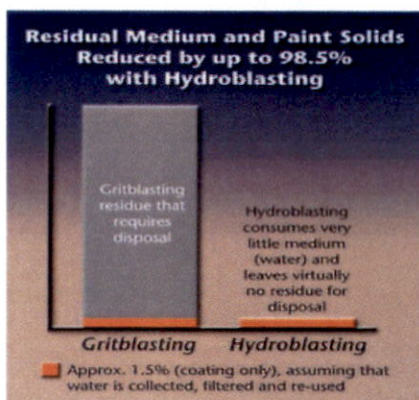
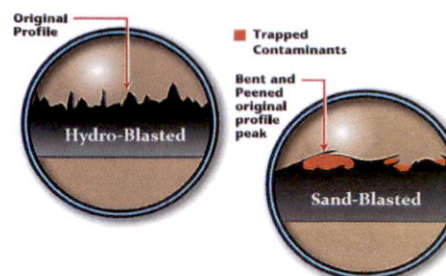


Table shows dramatic reduction in
airborne pollutants

The more variation in the profile of the surface post-blast, the stronger the mechanical bond.



Hollow, deteriorated pool plaster removed
Kansas City, KS

Cement-Based Surface Warranty
Pool Plaster, Diamond Brite®, Pebblecrete, etc.

Mid-America Pool Renovation, Inc.
LIMITED WARRANTY

SAMPLE

For a period of **5** years from the date of installation to _____, who is the original purchaser of this cement-based surface. This cement-based surface is warranted against any flaking, peeling, popping-off or excessive color change providing the pool is maintained chemically balanced, and full of water (with proper winterization included as per The Association of Pool and Spa Professionals BASIC POOL & SPA GUIDELINES, 4th Edition, instructions for Plaster Finish pools).

LIMITATIONS AND EXCLUSIONS

This warranty only applies to the labor and materials on the newly placed surface material and does not cover any DAMAGE including, but not limited to or from: Failure to completely fill the pool with water within 5-days of receiving notice to fill; Defects in the structure including structural or hairline cracking; Vandalism, intentional or accidental abuse, or neglect; Improper acid washes; Stains or discoloration due to, but not limited to, the improper use of chemicals, improperly maintained water chemistry, or any introduction of metals or metal ions into the water; Improper winterization; Hydro-static water pressure; Any acts of God; or from any intruder after the plaster crew has left the job site, or from any other action outside the course of normal everyday use and care of the surface lining, or from any other action over which Mid-America Pool Renovation, Inc. has no control. Repairs, alterations, or modifications made by persons or entities other than Mid-America Pool Renovation, Inc., are not covered under this warranty. Consequential damages such as, but not limited to, loss of revenue, cost of water, etc., are not covered under warranty.

WARRANTY TRANSFER PROCEDURES

This warranty is hereby issued to the current owner (s) of this property at the time the work is being done, and is transferable only upon a written request. The Qualifications for a Warranty Transfer to a new owner to effect are: 1) An on-site inspection prior to sale completion, 2) A written report after inspection, 3) Handing over the PLASTER INFORMATION SCHEDULE, Guidelines for proper Pool Surface Care, a copy of this Limited Warranty, and any other pertinent reports on the pool to the new owner, and 4) Obtaining signature receipt of such materials from the new owner. The Fee for a Warranty Transfer is \$500.00.

NOTIFICATION – KEEP THIS WARRANTY

In the event of any claim under this warranty, Contractor shall be notified in writing within ten (10) days of the leak or crack occurring. A copy of the original sales contract and a copy of this warranty must accompany the claim. If not notified as stated and/or the pool is drained, emptied, or work is attempted on the pool area in question prior to an inspection by the Contractor, this warranty shall automatically become null and void with no further responsibility by the Contractor.

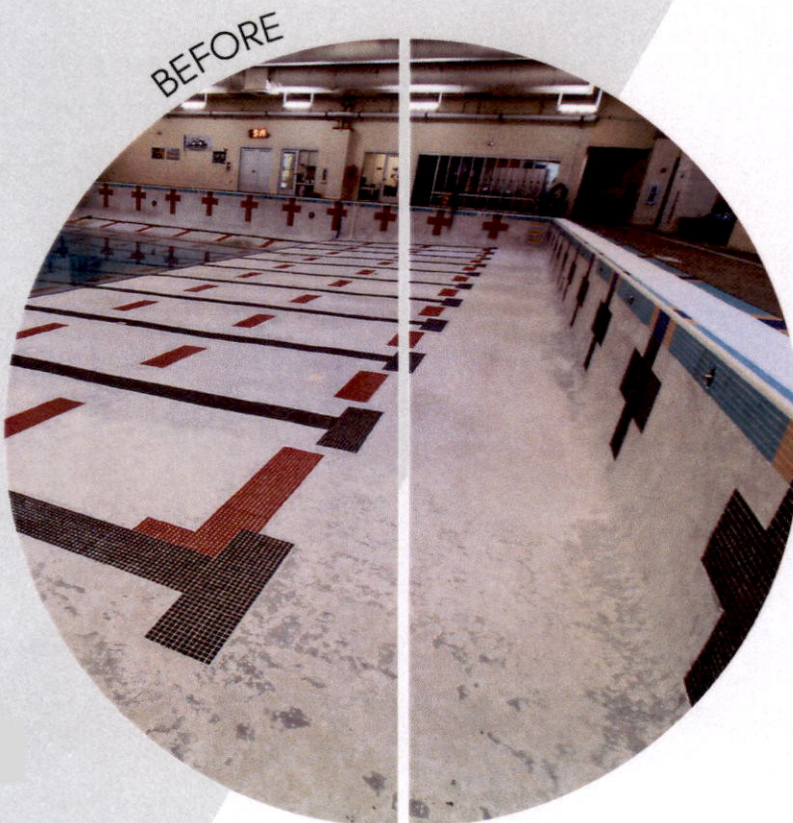
Notification shall be sent to:
Mid-America Pool Renovation, Inc.
5929 East 154th Terrace
Grandview, MO 64030

Installation Date:
Warranty Number:

Issued To:
Address:

10/09

RECREATION CENTER LAP POOL DURANGO, CO



PROJECT ASSESSMENT

This 333,000 gallon Olympic regulated lap pool had to be renovated keeping these specific standards in mind. The surface had become quite rough in places with etching and they were ready for a replacement. In addition to the resurfacing, there was also approximately 1,350 square feet of tiled racing lanes and targets to be redone. The work needed to be completed in a short and specific timeframe during the recreation centers annual maintenance period.



RENOVATION PLAN

This project was completed in a span of just two weeks during October of 2022. The pool was prepped by chipping around the waterline tile and fittings to ensure the new surface can be made flush and not bulge out around the existing tile and fittings. The most time and cost-effective solution for the racing lanes was to leave the existing tile and set the new tile on top of it. The red racing lanes were changed to blue. The surface was then covered with a bonding agent to ensure proper adhesion of the new SunStone surface, which was then applied over a 2 day period.





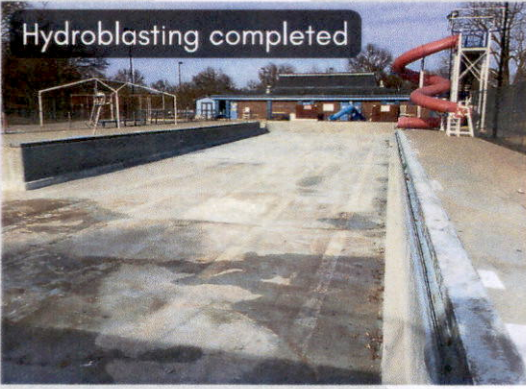
PROJECT ASSESSMENT

The pool was originally built in 1968 and no major renovations had been completed since then! The city had an annual budget for paint, but it was not large enough to buy enough paint for the whole pool. Each year they would repaint different sections of the pool, resulting in layers and layers of paint.

Over the years, the pool surface became incredibly rough and some cracks had appeared. The walls were worn down and had developed porous holes, making it almost like coral in places. The city was eady to hang up their paintbrushes and find a long-lasting solution!



Hydroblasting completed



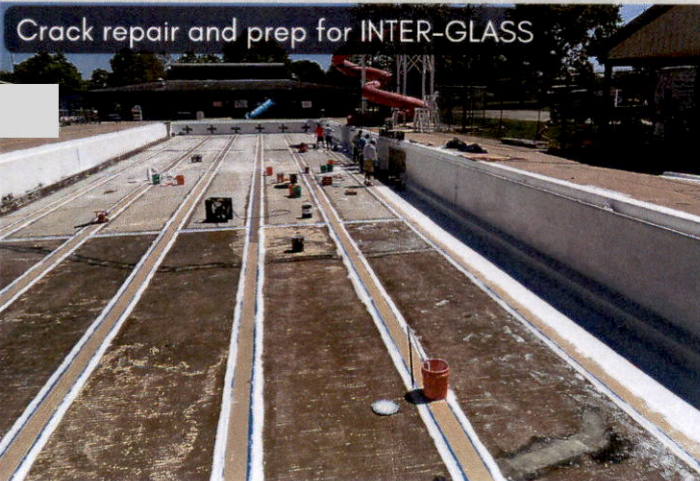
New concrete wall surface



New tiled racing lanes set



Crack repair and prep for INTER-GLASS



INTER-GLASS installation completed



PROJECT SPECIFICATIONS

LAP POOL & KIDDY POOL

Total Sq. Ft.: 13,724 Ft²

Construction: Gunitite Pool

Interior Finish: INTER-GLASS®

RENOVATION PLAN

This project was done from January to May of 2022. The first step was to hydroblast the pool surface to remove all the layers of paint. Next a new concrete wall surface was rendered along one side of the pool as well as a section of the pool floor to make everything flush. Once this was completed, the tiled racing lanes and targets were set. At this point, repairs were made to any significant cracks and finally the INTER-GLASS surface was applied on the floor, walls, and the gutters as well.



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** January 15, 2025
From: Alexandra Rains, Assistant City Manager

SUBJECT:

Item 9.a. - McLoughlin Promenade Update

STAFF RECOMMENDATION:

At this stage in the process, staff is looking for direction from the Commissioners regarding the questions presented, the owners who have not engaged and those that have declined to execute agreements.

EXECUTIVE SUMMARY:

On July 9, 2024, the City Commission authorized the City Manager to initiate and complete the process of executing license agreements with property owners who are encroaching onto the McLoughlin Promenade. Since then, staff have contacted all applicable property owners and received mixed responses on their willingness to sign the license agreements. Staff is seeking guidance from the City Commission on how to proceed.

BACKGROUND:

On July 9, 2024, the City Commission authorized the City Manager to initiate and complete the process of executing license agreements with property owners who are encroaching onto the McLoughlin Promenade. Since then, staff have contacted all applicable property owners and received mixed responses on their willingness to sign the license agreements.

As of now, four (4) property owners have executed agreements, two (2) have declined to sign, five (5) have not responded to any attempts at correspondence (calls, emails, mail and, or certified mail), and the remaining six (6) have engaged on some level but have not yet been willing to sign agreements for various reasons. There was a final property owner identified but they ultimately did not require a license agreement as their encroachment was minor and removed with minimal effort. Of the property owners who have engaged but not yet been willing to execute an agreement, there have been specific questions for the Commission to consider:

- Multiple owners have raised concerns regarding the indemnity clause and expressed the desire for limited or shared liability with the City. Is there any interest in entertaining this request?
- One owner is in the unique position of having a portion of their foundation in the encroachment area, so they are hesitant to sign anything that is revocable. Is there any interest in agreeing upon a non-revocable license and only requiring removal of the encroachment should 80% or more of the structure be destroyed in a catastrophic accident, i.e. fire, earthquake, etc.?

- One owner owns a shed that is both encroaching on the promenade and located in the ROW on 2nd Street. In order for the shed to remain in the ROW, a ROW Permit Application must be approved by the Commission. Would the Commission be willing to consider approval of a ROW Permit Application?
- Another owner owns several rentals and has asked the Commissioners to reconsider the removal of parking on Bluff St. and boat storage. With respect to the boat storage specifically, the owner has asked that the boat remain until the renter moves. Is there any interest in granting either of these requests?

Of the property owners who have declined to sign, their concerns have largely concentrated on the indemnity clause of the agreement and expectations around maintenance of the encroachment areas.

OPTIONS:

1. Provide direction to staff on how to proceed.

BUDGET IMPACT:

Amount	\$0
Fiscal Year(s):	N/A
Funding Source(s):	N/A



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** January 15, 2025
From: Thomas Kissinger, Assistant Parks and Recreation Director

SUBJECT:

Item a. - Pre-application to Metro Nature in Neighborhoods Capital Grants Program for Park Improvements at End of the Oregon Trail

STAFF RECOMMENDATION:

Staff recommend City Commission support and approve a pre-application to the Metro Nature in Neighborhoods capital grants program to determine whether improvements to the park area of End of the Oregon Trail meet eligibility requirements for this grant program.

EXECUTIVE SUMMARY:

The Nature in Neighborhoods Capital Grants program could be a successful source of funding for necessary improvements at End of the Oregon Trail, including rehabilitation and redesign of the sidewalks, pathways, and event space layout. With the support of Clackamas Heritage Partners, Oregon City Parks and Recreation intends to apply for a Capital Grant this cycle. Pre-applications to determine project eligibility are due January 21st, 2025. If the project is deemed potentially eligible, full applications are due April 22nd, 2025. If awarded, projects must be under contract with Metro by 2027 and the grant awarded portion of the project must be completed by 2030.

If our pre-application is successful, staff will further refine the project and present a draft grant application to City Commission for review and approval prior to submission in April 2025.

BACKGROUND:

The Nature in Neighborhoods Capital Grants program is administered by Metro and funded through the 2019 Parks and Nature Bond. The program goals include supporting community-led projects that benefit historically marginalized communities, protect and improve water quality and fish and wildlife habitat, support climate resilience and increase people's experience of nature at the community scale. Eligibility requirements include the following:

- The total project award must be at least \$100,000
- The project must be on property owned by a state or local government and is within Metro's jurisdictional boundary
- The project must demonstrate public and private partners (e.g. nonprofit or community-based organizations)
- Matching funds must be identified and close to secured at the time of full

application. Metro will provide no more than two-thirds of the total project costs of the capital project (2:1 match)

- A project must have minimal feasibility challenges and able to be constructed within three years.

Improvements to the sidewalks, pathways, and event space at End of the Oregon Trail meet these eligibility requirements in the following ways:

- The total project is estimated at approximately \$300,000 - \$500,000 depending on project scale
- The property is owned by the City of Oregon City
- The project has demonstrated support from Clackamas Heritage Partners and potential support from other nonprofit and community-based organizations
- In-kind donations of good and services, such as those projects currently planned by Clackamas Heritage Partners, staff time and volunteer hours are all eligible match for these funds. This would reduce the amount of City contribution that would need to be put forward to support the project. Additionally, planned work by Public Works along Washington Street using federal funds could potentially be utilized as match towards this grant.
- A project of this size and scale could realistically be constructed within three years, accounting for community engagement and design time.

This project would focus on improving the flow and accessibility of the popular End of the Oregon Trail event space, resulting in better events and rentals for all of the various stakeholders that utilize the site. It will also improve the accessibility, inclusivity, and access to a significant cultural resource that highlights the history of the City and state. The project would utilize a selected design team to incorporate feedback from staff, stakeholders, and the community to determine several concept options, which would then be presented for refinement and ultimate selection as the preferred concept. Once a preferred concept is selected, staff and the design team will begin the process of final construction documentation and bidding. There will be a series of community engagements throughout the process for citizens and stakeholders to provide feedback and information to the design team.

OPTIONS:

1. Approve Pre-application to Metro Nature in Neighborhoods Capital Grants Program for Park Improvements at End of the Oregon Trail.
2. Approve Pre-application to Metro Nature in Neighborhoods Capital Grants Program for Park Improvements at End of the Oregon Trail with Amendments.
3. Deny Pre-application to Metro Nature in Neighborhoods Capital Grants Program for Park Improvements at End of the Oregon Trail and provide further direction.

BUDGET IMPACT:

Amount \$TBD

Fiscal Year(s): TBD
Funding Source(s): Metro Nature in Neighborhoods Capital Grants