CITY OF OREGON CITY
CITY COMMISSION REGULAR MEETING
AGENDA

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, June 17, 2026 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@orcity.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- *Email recorderteam@orcity.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

a. Love a Lamprey Day Proclamation

b. Juneteenth Day Proclamation

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

a. Annual Report from the Oregon City Arts Commission

b. Clackamas Water Environment Services (WES) Annual Report

c. Inflow & Infiltration Program Fiscal Year 2025-2026 Annual Report

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

a. Resolution No. 26-10, A Resolution Amending the Oregon City Sidewalk Replacement Assistance Program Policy

b. Resolution No. 26-14, A Resolution Updating the Fines for Parking Infractions

c. Resolution No. 26-15, Authorizing an Application for a Local Government Grant to Support the Chapin Playground Replacement Project

d. OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Full On-Premises, Other Public Location; Neanderthals Family Fun Center, LLC (dba Neanderthals), 230 12th St., Oregon City

e. OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Limited On-Premises Sales; Seventh and Monroe, LLC (dba Pepper Lunch Restaurants), 920 7th St., Oregon City

f. OLCC: Liquor License Application–Manufacturing/Production, Retail Off-Premises Sales, and Retail On-Premises Sales & Consumption; Beaver B Dam, LLC, 14214 Fir St., Oregon City

g. Elimination of Library Overdue Fines

h. Nomination of Bill Carton to Library District Advisory Committee (LDAC)

i. Amendment No. 4 to the Personal Services Agreement with Wallis Engineering for Inflow and Infiltration Program Management (CI 21-015)

j. Five-year agreement with Axon Enterprise, Inc. for equipment hardware, software, and unlimited digital evidence storage.

k. Purchase Agreement with Northwest Playground Equipment, Inc. for Site Amenities for the Upcoming Wesley Lynn Park Improvement Project

l. Contract Approval for ADA Self-Assessment and Transition Plan Project

m. Management, Supervisory, and Confidential Employee Salary Cost of Living Adjustment (COLA) FY 2026-27

n. Minutes of the November 05, 2025 City Commission Regular Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

a. First Reading of Ordinance No. 26-1008, Adopting Amendments to Oregon City Municipal Code Title 13, Updating the Public Utility Service Billing Code

b. City Flag Design Review

10. COMMUNICATIONS

City Manager

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.

PROCLAMATION

Whereas, Pacific lamprey (*Entosphenus tridentatus*) are ancient, jawless fish that hold immense cultural and ecological significance at Willamette Falls; and

Whereas, one of the last major, harvestable runs of Pacific lamprey (*Entosphenus tridentatus*) in the Columbia River Basin is Willamette Falls; and

Whereas, celebrating the Pacific lamprey (*Entosphenus tridentatus*) emphasizes their cultural value, and the need for preservation and habitat restoration; and

Whereas, despite being a cultural stronghold, Pacific lamprey are a species of concern due to population declines caused by dams, habitat loss, and climate change; and

Whereas, Pacific lamprey (*Entosphenus tridentatus*) who have existed for over 400 million years, are only collected using traditional methods, including hand, small-mesh dipnets, and gaffing hooks; and

Whereas, there is a goal for 1 million adult Pacific lamprey (*Entosphenus tridentatus*) to pass Willamette Falls annually by 2035; and

Whereas, June 25th, 2026 will be recognized as Love a Lamprey Day**.**

Now, Therefore, I, Mayor Denyse C. McGriff, hereby proclaim:

June 25th, 2026

as

Love a Lamprey Day

And, all citizens and civic organizations to celebrate Pacific lamprey (*Entosphenus tridentatus*) by attending and participating in the Lamprey Festival to commemorate the remarkable life and contributions of the Pacific lamprey (*Entosphenus tridentatus*).

In Witness Whereof, I have hereunto set my hand this 17th day of June, 2026.

_____

Denyse C. McGriff, Mayor

PROCLAMATION

Whereas, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

Whereas, word about the signing of the Emancipation Proclamation was delayed some two- and one-half years, to June 19, 1865, in reaching authorities and African Americans in the South and Southwestern United States; and

Whereas, June 19th has a special meaning to African Americans, and is called "JUNETEENTH," combining the words June and Nineteenth, and has been celebrated for over 150 years; and

Whereas, Juneteenth-centered activities have taken place to promote and cultivate knowledge and appreciation of African American history and culture; and

Whereas, Juneteenth is a day of reflection, and a day of renewal. It is a moment in time to appreciate not only the African American experience, but is inclusive of all races, ethnicities, and nationalities; and

Whereas, Juneteenth is a day that we can come together as a community to listen, to learn, and to refresh the drive to achieve; it is a day where we can come one step closer together to better utilize the energy wasted on racism; and

Whereas, the annual Juneteenth celebration in the City of Oregon City will be held on Saturday, June 20th at 2 p.m. at the End of the Oregon Trail Interpretive Center.

Now, Therefore, I, Denyse C. McGriff, Mayor of the City of Oregon City, do proclaim:

June 19, 2026
as
JUNETEENTH Day in Oregon City

And, urge all citizens to become more aware of the significance of this celebration in African American history and in the heritage of our nation and City.

In Witness Whereof, I have hereunto set my hand this 17th day of June 2026.

_____
Denyse C. McGriff, Mayor

Oregon City Arts Commission
Report Out City Council
June 17, 2026

Executive Summary

Over the course of the past year, the Oregon City Arts Commission (OCAC) has been finalizing several projects and events which we deemed necessary in bringing our process and procedures up to date and making sure we had the means of achieving our strategic goals for the Oregon City Community. In June 2025, the OCAC concluded the 2023-2025 biennium with the holding of several interrelated events and open projects which were time sensitive. The second half of 2025 was spent working through our policies and procedures to standardize our work processes and create a shared vision for the Arts Commission leading into the future.

Starting in 2026 we saw the final steps taken for many of these projects, the launch of our website, and the engagement with several different partnerships we hope will grow and be impactful for the citizens of Oregon City. Looking into H2 of 2026 and beyond, we will utilize our new strategy document to help guide our decision-making processes and focus into 2031.

End of Biennium

Since the last time we presented to the City Commission, the OCAC worked diligently to complete several projects which needed to be completed by the end of the 2023-2025 Biennium. These included the 6x6 Art Show, which was the first event of its kind in Oregon City. The event saw over 50 artists participate in the event, with a total of 296 panels contributed to the event. The event raised over $3,000 for art supplies for students in Oregon City Schools and received positive reviews from dozens of attendees. Overall, we had more than 200 individuals attend the event, which included live music and raffle prizes. We would also like to give a special thank you to our venue, the Hive, for granting us the space free of charge for this event.

Around the same time, we also conducted our first Art for Every Heart contest. The 2025 contest was geared towards children in the K-12 grades. While we received many great pieces in response to this contest, we also realized the difficulty of conducting a contest that includes minors. Following this event, we decided to restructure the “Art for Every Heart” program to increase its impact for the broader Oregon City Community. We are in the process of reviewing the initial proposals for this restructuring now, and hope that the program will continue with a bi-annual contest that showcases how art can impact everyone.

At the end of the biennium, we were notified that we would be able to rollover any unused funds not spent by June 30, 2025. The total of this rollover ended up being $20,088.11, which we plan to spend in the 2025-2027 biennium.

Oregon City Municipal Code (OCMC) Changes and Key Policy Updates

Starting in the second half of 2025, the Arts Commission turned its attention to drafting proposed updates to its Charter (OCMC Chapter 2.26), and the Mural Code (OCMC Chapter 15.28.090). The Arts Commission felt changes to the code were necessary given parts of them were outdated (referencing items no longer in existence), or needed further clarification based on our prior experiences.

Proposed changes to the municipal code Chapter 2.26 included the addition of a term limit for Art Commissioners, officer terms, and clarification within its powers and responsibilities. Edits to Chapter 15.28.090 of the municipal code include the expansion of surfaces that could be considered for public murals, clarification around the term “alteration” in the mural application review process, and extension of the easement term for public murals.

The Arts Commission worked through several review cycles with City Staff and Legal Counsel as it refined its draft edits. Submission and review of the proposed municipal code changes to the City Commission occurred at a joint working session in October 2025. The City Commission would later review proposed final edits from Legal Counsel in February, which were shared with the Art Commission at our February meeting. The City Commission adopted the proposed changes to the municipal code on March 18, 2026, and they went into effect on April 17, 2026.

In conjunction with the edits to the municipal code, the Arts Commission also reviewed proposed edits to its Bylaws, to align the document with the expected municipal code changes. Now that the municipal code has been ratified, the Art Commission will work to make final edits to its Bylaws.

The second half of 2025 also saw the initial drafting of the Arts Commission’s very first 5-Year Strategic Plan, which will define our goals and objectives for the next five years and outline our steps for achieving them within that timeframe. The Arts Commission set out on this task by first defining what items might be most important for the Arts Commission to establish now, which would be the most impactful to the longevity of our work 10, 20, and 30 years into the future. We then refined those ideas into the following four goals:

Strengthen the OCAC Structural Foundation - *Build a strong foundation for the OCAC by implementing best practices, standardizing operations, and securing flexible funding to create a leading public art program.*

Forge Community Partnerships Through Art - *Develop strong partnerships to engage the Oregon City community through art. Connect city government, the regional arts community, and citizens to expand public art opportunities.*

Focus on projects that support the City's placemaking efforts - *Expand the city's art program by diversifying artistic mediums, subject matter, and locations to enhance tourism and community quality of life.*

Enhance Regional Awareness and Brand - *Increase regional awareness and build a strong, cohesive identity for the Art Commission, establishing Oregon City as a premier public art destination. Position OCAC as a strategic leader in shaping the city's public art landscape by grounding our work in a clear vision and community storytelling.*

These goals will be the foundation of our work over the next 5 years and will ultimately help us in bringing wonderful public art to the Oregon City community. As we progress through the various tasks and objectives identified for each goal, we will keep the City Commission update on our progress. The Strategic Plan will be our roadmap and reviewed annually by the Arts Commission to make sure the efforts we are taking are in the best interest of Oregon City.

We are in the final stages of the review process now and are working towards approving the final document in June. The plan will then have a start date of July 1, 2026, to align it with the biennium until 2031.

Website Launch

In March of 2026 the Arts Commission launched its own website (https://ocartscommission.com/), which had been established through an MOU with various City Departments. The City retains all rights to the site, and information is shared with the City's IT department, however, all maintenance of the site is handled through a third-party vendor the Arts Commission has contracted with.

The website offers the Arts Commission a marvelous tool for us to utilize on anything from existing public art inventory, highlighting local artists, communications with the

community, RFQ/RFP announcements, and general local news relevant to the Oregon City art industry.

Now that the site is launched, our next step is to create a marketing plan to keep the information on the site fresh and updated. The marketing plan will also include information related to other mechanisms we can utilize to spread our information to the Oregon City Community, such as a qualified vendor list or updates to the City's art inventory as it grows.

Partnerships

One of the most important items the Art Commission has been working on the past several months is establishing partnerships with other organizations inside and outside of Oregon City. As noted earlier, the Arts Commission's focus is public art programs and their relations to the Oregon City Community, however, there is a lot of information which can be shared across with other organizations whose own mission overlaps or is adjacent to our own.

A clear example of this is Travel Oregon City. Their focus on cultural and art-based points of interest or events have led us to work closely with them. We have recently launched a program called the Creative Action Lab, which is meant to bring together individuals from tourist, marketing, and service industries to discuss possible projects or programs which we can use to help promote Oregon City to outside visitors or create spaces/events that Oregon City residence can experience. These labs are open to the public as well and provide a means for us to have direct communication with anyone who is interested in sharing their ideas of public arts in Oregon City.

We have also been in communications with other organizations, the Museum of the Oregon Territory, the Oregon City Parks Department, and the Willamette Corridor Project. Additionally, as part of our 5 Year Strategic Plan, we have identified a list of other organizations we would like to establish ongoing relationships with over the course of the next few years to better coordinate our efforts with parallel or similar projects happening in Oregon City.

Conclusion

As I hope the City Commission can see, the Oregon City Arts Commission has been active in reengaging as a group focused on bring more public art into the lives of Oregon City

residence, promoting Oregon City businesses through art-based tourism, and taking a more engaging role with all those in the Art Community. The foundations we have been working on the last year to complete will mean that the Arts Commission will be in a great position to achieve its identified goals in the next several years and beyond.

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

CITY OF OREGON CITY

Staff Report

To:	City Commission	**Agenda Date:**	June 17, 2026
From:	Dayna Webb, Public Works Director Kurt Krueger, City Engineer		

SUBJECT:
Item 5.c. - Inflow & Infiltration Program Fiscal Year 2025-2026 Annual Report

STAFF RECOMMENDATION:
Commission listens to the presentation provided by staff, for informational purposes only.

EXECUTIVE SUMMARY:
The Inflow and Infiltration (I&I) Program Annual Report details the program's accomplishments during Fiscal Year 2025-2026 and the plan for the upcoming Fiscal Year 2026-2027. This report supplements the Fiscal Year 2026-2027 Amendment to the Personal Services Agreement for Program Management Services with Wallis Engineering.

BACKGROUND:
The City's 2014 Sanitary Sewer Master Plan calls for an Inflow & Infiltration (I&I) Removal Program to reduce surface and subsurface water that is entering the sanitary sewer collection system. In addition, the Program aims to minimize future upgrades to the City and Clackamas County Water Environment Services (WES) sewer facilities, which are significantly more costly to design and construct. The City's I&I Program is administered by Wallis Engineering, via a program management contract, which has progressed this program from concept to execution.

The I&I Program performs three primary tasks: 1) System Investigation and Condition Assessment; 2) Project Delineation, Design, and Construction; and 3) Flow Monitoring and Evaluation. For the upcoming Fiscal Year (FY), a fourth primary task will be added: 4) Wastewater Master Plan Preparation Support.

The I&I Program reached a mature operational state and improved its coordination with other City-wide programs in FY 2025-2026. Three successfully completed I&I mainline and lateral rehabilitation projects prepared staff well for the unique challenges posed by active construction and design projects, while ongoing monitoring efforts are beginning to yield results. The ongoing partnership between Wallis and staff has been key to the Program reaching this point and will continue to be the pillar around which the continued success of the I&I Program is built.

Investigative actions are ongoing within the I&I program area, with closed circuit television (CCTV) investigations occurring intermittently all year. Wallis made significant progress on evaluating collected CCTV information, with condition assessments reaching 174,000 feet

by the end of the fiscal year. Smoke testing extents held steady at ~262,000 feet of mainline this year, with further testing efforts not anticipated until fiscal year 2027-2028 at the earliest.

The unique challenges the Program faced while delivering the three completed projects (Linn 1, Molalla Avenue, and Rivercrest Phase 4) prepared the I&I Program management team to meet the two challenging projects that began construction during the fiscal year 2026-2027. Linn 2 has been under design since 2022, and is defined by challenging geology and difficult to access mainlines and laterals. McLoughlin 1 is the I&I Program's first foray into the area historically served by combined sewers, which feature complicated private sewer systems and frequent conflicts between the sanitary and storm sewer systems. Both projects are progressing well, and are anticipated to be completed by the end of the next fiscal year.

Between favorable bid prices and shifting project delivery schedules, only $6.3 million of the available $7.5 million construction funds have been encumbered this fiscal year, leaving the I&I Program on a strong footing to deliver the largest I&I project (Linn 3) to date. Even with the savings realized this fiscal year, the construction timing of Linn 3 will need to be carefully managed to ensure the I&I Program as a whole remains within its approved budget.

Flow monitoring occurred in 2026 from January to May. The monitoring results are currently being reviewed for quality and incorporated into updated modeling. Monitoring data from 2023 through 2025 have been analyzed and incorporated into the model, which matches well with observed data. Model results are still being analyzed, but direct review of the flow data has revealed significant improvements in Linn Basin I&I flows, notable improvements in Newell Basin I&I flows, and detectable improvements in Rivercrest Basin flows.

Significant reductions in peak I&I flows in the Linn and Newell basins, achieved with less than 25% of mainlines and laterals rehabilitated, indicate that the program's 65% reduction goal may be attainable without rehabilitating the entire I&I program area. It is feasible that this goal could be realized by the complete rehabilitation of the Rivercrest, Linn, and McLoughlin Basins alone. Additional modeling and condition assessment work will need to be performed to validate this. The results of monitoring completed to date indicate a high return on investment for I&I rehabilitation work and validates the continued application of the program's approach going forward.

In the upcoming fiscal year, the I&I Program will be collaborating with the selected Sanitary Sewer Master Plan (SSMP) preparation consultant, as the ongoing monitoring and modeling efforts the I&I Program performs can be directly used by the SSMP preparer as well. Slight modifications to the program's standard practices, such as the incorporation of summer flow monitoring and updating of the base model within the I&I Program Basins, will allow for effective cooperation between the two efforts and seamless incorporation of the program's efforts into the finalized SSMP.

The Personal Services Agreement with Wallis Engineering, which we are requesting the Commission renew for another year during this same meeting, has proven invaluable in

assisting City staff oversee and deliver this successful program. As noted previously, FY 2026-2026 is expected to be almost as busy as FY 2024-2025. Continuing the close partnership between Wallis Engineering and City staff through the coming fiscal year will prove key to the I&I Program's continued success.

OPTIONS:

N/A

BUDGET IMPACT:

Amount	N/A
Fiscal Year(s):	N/A
Funding Source(s):	N/A
Included in Approved Budget:	N/A

INFLOW & INFILTRATION PROGRAM MANAGEMENT ANNUAL REPORT FY 2025-2026

May 2026 | WE #OC23-II

Prepared by:

wallis *engineering

Acknowledgements

The FY 25-26 Annual Report is the product of collaboration of numerous people across several disciplines, as summarized on the Organizational Chart.

In addition, there are many others outside of the I&I Reduction Program that support this Program that we would like to acknowledge here. Without their continued program support, the I&I Reduction Program would not have been able to be as successful as it has been over the last five years.

The I&I Program would like to add a sincere thank you to:

Mayor Denyse McGriff

The Oregon City Commissioners

Oregon City Public Works Department

Clackamas Water Environment Services

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Appendix B—Contact List

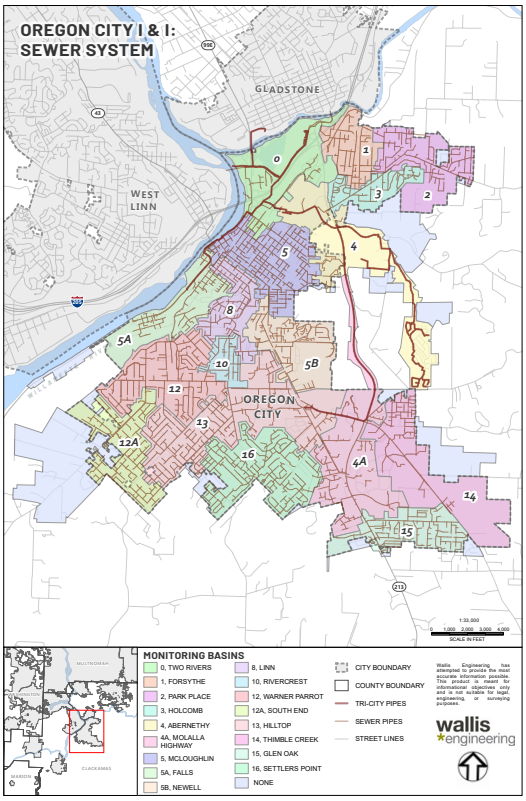
Appendix C—2025 Flow Monitoring Report

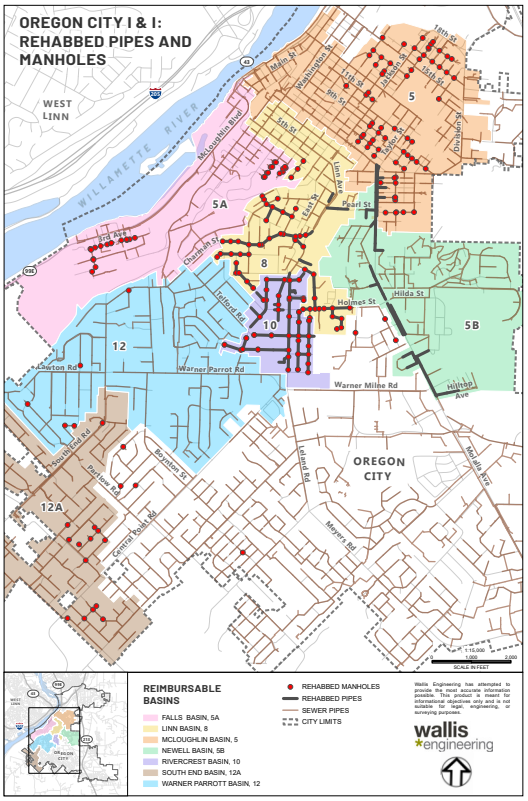
Appendix D—FY 2025-2026 Budget (through April 2026)

Appendix E—Five Year Plan

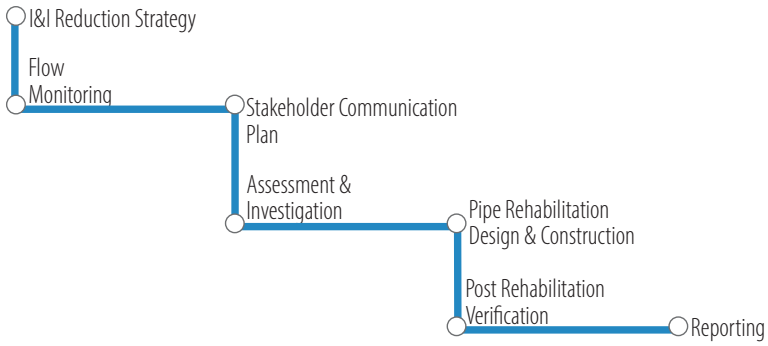
I&I REHABILITATION PROGRAM STATUS

The I&I Program is now in its fifth year of rehabilitation. Consistent progress is being made towards the goal of 65% reduction of I&I in the sewer basins in the Program. To the right are maps of that sewer system; and the rehabbed components completed to date. See below right for links to the City's website for more detailed information.





I&I Program Steps

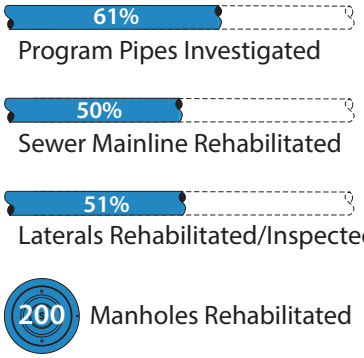


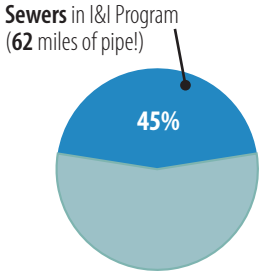
Sewer System

Rehabbed Pipes & Manholes

Rehabilitation Highlights

(through June 2026)





Oregon City Sanitary Sewer System

How to See Our Progress

- Oregon City I&I Website: *https://www.orcity.org/1829/Sewer-Repairs---Inflow-Infiltration-Redu*
- Current Program Activity: *https://www.orcity.org/1839/Current-Program-Activity*
- Annual Report & Amendment Approval Agenda & Links *https://orcity.org/1832/Need-Sewer-Line-Repairs-We-Can-Help*

Pipe Rehabilitation Methods Used

- Open Trench Construction
- Pipe Bursting
- CIPP (Cured-in-Place-Pipe Lining)
- HDD (Horizontal Directional Drilling)

(See details at: chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://orcity.org/DocumentCenter/View/18079/)

SECTION 1 Introduction

1.1 Purpose and Background

The Oregon City I&I Rehabilitation Program continues to investigate, design, and construct projects that will reduce Inflow and Infiltration (I&I) into the Oregon City sewer system and into the Water Environment Services (WES) Tri-City Wastewater Treatment Plant.

During its fifth year, the program achieved the completion of three construction projects, moved two more projects and the yearly manhole rehabilitation project into construction, and has five more packages in various design stages. Several more potential projects are being scoped and packaged in preparation for design in later years.

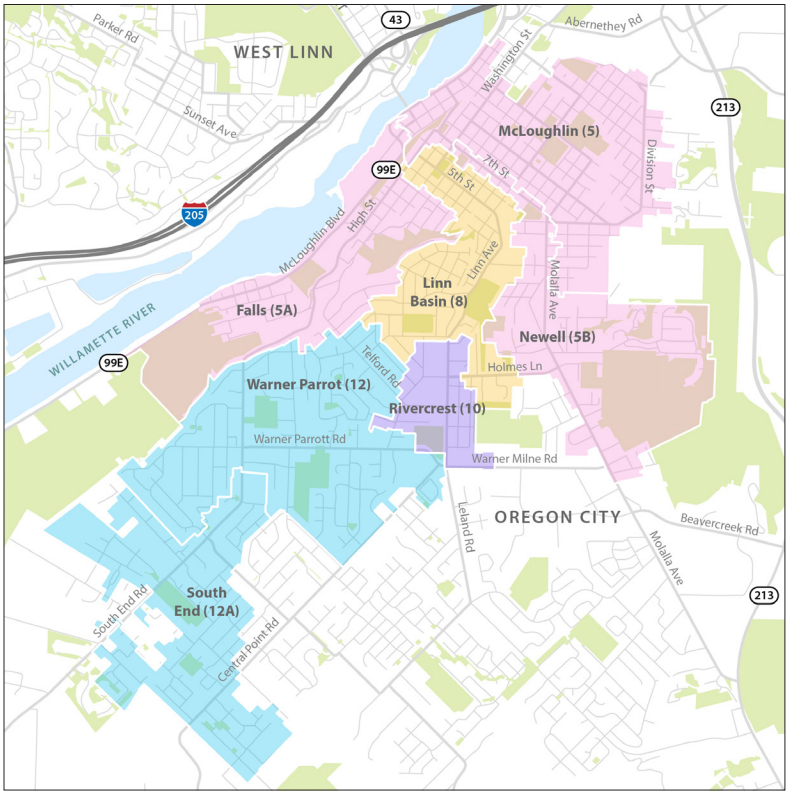


Figure 1.1—Sewer Basins in I&I Program

The amount of work completed to date is impressive. The Wallis team has reviewed and categorized approximately 174,000 feet of CCTV and Keller has provided 262,477 feet (~50 miles) of smoke testing. In addition to package scoping and delivery, the program conducts ongoing investigation, condition assessment and basin monitoring. This annual effort results in the project packages for rehabilitation and in depth knowledge of the sewer system in the seven basins of the program.

Flow monitoring results are the metrics that define program success. The 2025 flow monitoring captured one complete project and the incomplete construction of two other packages that resulted in an approximately 30% reduction at the monitoring site of the completed package and some encouraging results at the other locations. The 2026 flow monitoring effort, which takes place between January and April, will not have the analysis complete in time for this report. The 2026 flow monitoring will capture the impact of the completely rehabilitated Rivercrest basin as well as the other two completed projects. It is likely that the reduction trend will be continued.

To date, the program construction has rehabilitated over 34,000 linear feet of sanitary sewer main, 419 sanitary sewer laterals, and more than 220 sanitary sewer manholes.

The program continues to rely on the collaborative efforts of a variety of engineering firms, specialty consulting firms, construction firms, and City engineering and operations divisions. FY 26-27 will continue this trend, with the CCTV testing, two projects in construction, yearly manhole rehabilitation project, active designs for more projects and flow monitoring to check on the results of the work.

1.2 Roles and Responsibilities

This I&I Reduction Program includes the effort of multiple organizations and individuals, in addition to the Wallis Engineering team. This organization chart summarizes the roles and responsibilities for those involved with the I&I Reduction Program in FY 25-26. Table 1.1 on page 4 summarizes the current I&I Reduction Program team members, their tasks, and program wide responsibilities. A contact list for the key personnel is included in Appendix B—Contact List.

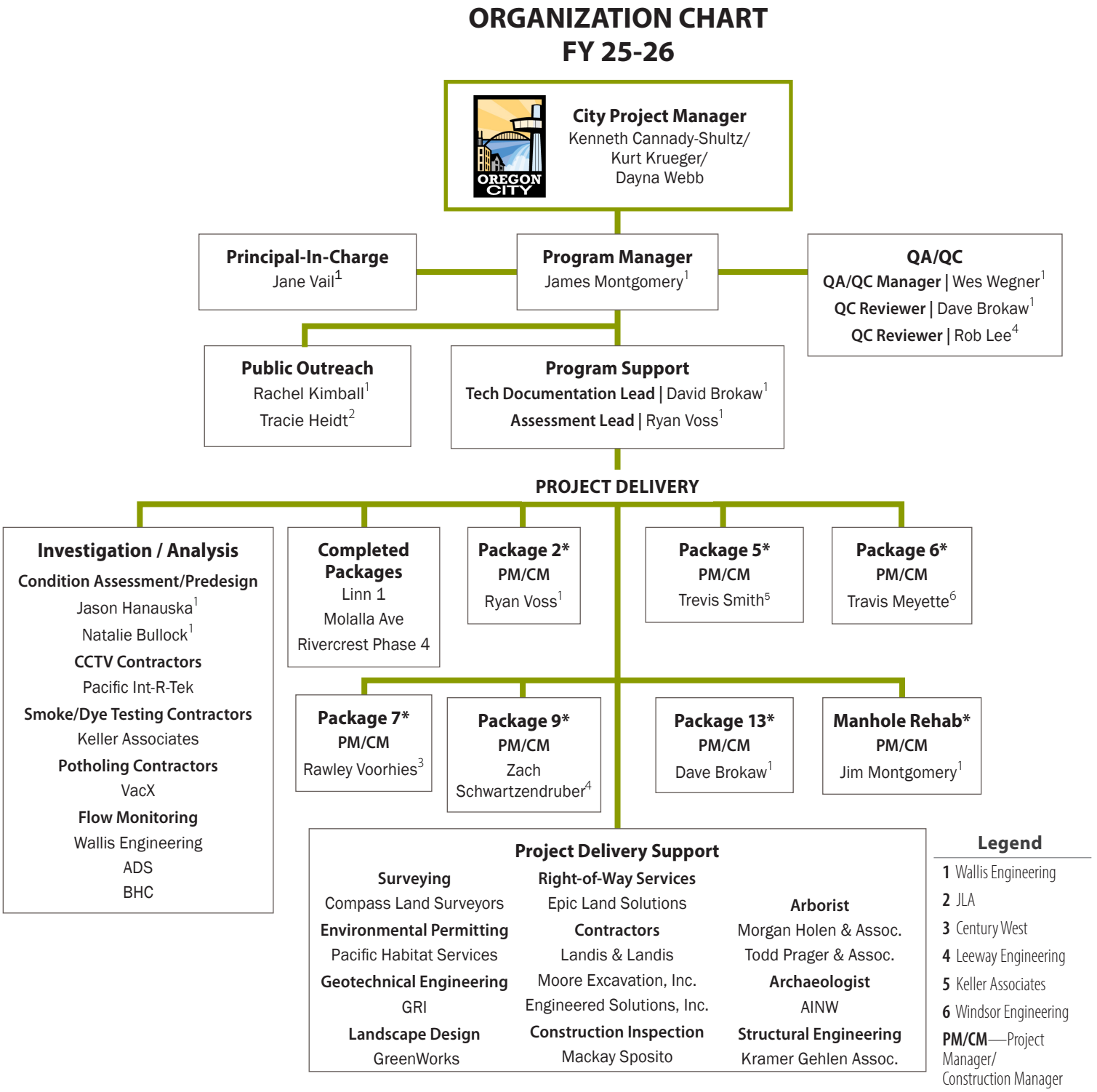


Figure 1.1—Organization Chart

Table 1.1—Roles and Responsibilities

Firm	Task	I&I Reduction Program Effort
Wallis Engineering, PLLC	Program Management	Program wide
	Package Design	Linn 2, Main St., Manhole Rehabilitation, Linn 4
	Construction Management	Linn 2, Manhole Rehabilitation
	Flow Monitoring	Program wide
Leeway Engineering Solutions	Package Design	McLoughlin 1
	Construction Management	McLoughlin 1
Keller Associates	Package Design	Newell Basin 1
	Smoke Testing	Program wide
Century West	Package Design	McLoughlin 2
Mackay Sposito	Inspection	Program wide
Compass	Surveying, monumentation	Program wide
GRI	Geotechnical engineering	Program wide
Kramer Gehlen and Associates, Inc	Structural engineering	Program wide
Morgen Holen & Assoc.	Arborist	Program wide
Todd Prager & Assoc.	Arborist	Program wide
VacX	Potholing	Program wide
Pacific Int-R-Tek	CCTV	Program wide
Greenworks	Landscape Restoration	Program wide
EPIC Land Solutions	Right of Way	Program wide
ADS	Flow Monitoring	Flow monitoring
BHC Consultants	Flow Monitoring Analysis	Flow monitoring and modeling
AINW	Archaeological Services	Program wide
Landis & Landis	Contractor	McLoughlin 1
Moore Excavation, Inc.	Contractor	Linn 2
Emagineered Solutions, Inc	Contractor	Manhole Rehabilitation

SECTION 2 I&I Reduction Program Administration and Management—FY 25-26

2.1 Program Administration

Wallis Engineering continues to manage the Oregon City I&I Reduction Program, which advanced investigation, design, and construction efforts in FY 25-26.

Administrative work focused on budget management, program standards, operations, and contract administration—including financial tracking, record-keeping, public engagement, documentation standardization, and reporting progress to City officials. Wallis Engineering will continue Program Administration along with other activities that support the continued progress of the program. A similar level of work is expected to continue in FY 26-27.

2.2 Program Management

I&I Reduction Program Activities in FY 25-26 included:

PROGRAM OVERSIGHT:

- The program manager played a key role in managing the I&I Reduction Program, organizing and overseeing work teams assigned to specific tasks. He acted as the primary liaison between the work teams and City leadership to ensure clear communication and effective execution of the program's goals.
- The program team has worked with Oregon City to develop and refine a 15 year plan through 2040 for I&I rehabilitation package areas and associated projected costs. Package area and dates were coordinated with PMUF and WIFIA projects in the City. These project areas and timing will likely be refined or changed to stay in coordination with other City capital programs.



Right-of-way cleanout repair

- The program will coordinate closely with Consor, who is providing the update to the Oregon City Sanitary Sewer Master Plan.

PUBLIC OUTREACH:

- Utilized the program's robust communication plan to engage the community about program activities, including CCTV inspections, smoke testing, dye testing, and construction projects.
- Collaborated with the City to streamline public notifications and outreach efforts, ensuring residents stayed informed and engaged.
- Focused on securing Rights of Entry (ROEs) from private property owners to allow lateral repairs and investigations. Efforts included contractor-led outreach during construction, which raised ROE response ratings during construction.

- Oregon City website updates and graphic changes were initiated mid-year and are now a monthly effort.
- Revised the public outreach plan to include more social media and neighborhood association contacts.

CONDITION ASSESSMENT & DESIGN CRITERIA:

- Condition assessments targeted high-priority sewer system areas with apparent defects or faulty connections to maximize I&I reduction efforts.
- Utilized 2025 CCTV pipeline inspections of 24,719 lineal feet, smoke testing results of 17,500 lineal feet plus dye testing results to evaluate mainline sewers and scope project designs.
- Created data-driven, holistic project packages to ensure prioritized areas received complete rehabilitation before moving to the next zone, while coordinating efforts with City programs like PMUF and WIFIA to avoid duplicative work.
- Project area mapping through the year 2040 was developed.
- Initiated training for the implementation of PipeAId (FY 26-27) to help in the evaluation of pipes.



CIPP lining of mainline sewer pipe

PROJECT PACKAGE DELIVERY:

- Designed project packages by addressing critical factors like geohazard planning, cultural resource investigations, and easement/Right of Way (ROW) acquisitions.
- Conducted extensive research and planning for areas within geologic hazard zones, often requiring Type II permits for package approvals. Currently three projects have Type II planning applications in process.
- The Linn 2 project (CI 23-002) permit processes for Right of Way and Erosion Control in Geohazard areas have been used to streamline other project permit processes.
- Coordinated with property owners for easement acquisitions when adding infrastructure to private properties, ensuring legal compliance and preventing disputes. There is currently one project with active easement acquisition.
- Managed timelines to account for additional complexities, such as adverse weather conditions, geohazard construction limitations or other City projects.
- Initiated commercial landscape permitting process after developing mapping and application procedures.

PRIVATE LATERAL POLICY & BOILERPLATE SPECIFICATIONS:

- Implementation of updated Private Lateral Policy and boilerplate specifications based on engineer feedback from recent projects.

- Built a collaborative process with the Building Department for private lateral inspection and permitting.
- Refined the policy and specifications to incorporate feedback from contractors and City staff during construction.
- Boilerplate revisions have been completed. Ongoing management of updates will be a City responsibility.
- Specialized boilerplate sections developed for specific instances, such as the surface mounted piping found in the Linn 2 project.

CROSS-CONNECTION IDENTIFICATION:

- Continued efforts to identify and address cross connections between stormwater and sewer systems, reducing inflow from sources such as private downspouts. Current projects in the McLoughlin and Linn basins will offer many opportunities to correct cross-connections.
- Opportunities to pursue options beyond splash blocks for disconnected properties were identified. Flowcharts for residential options and graphics were developed for neighborhood association meetings.
- Ensured identified cross connections were incorporated into project designs for corrective action during construction.

ADDITIONAL WORK:

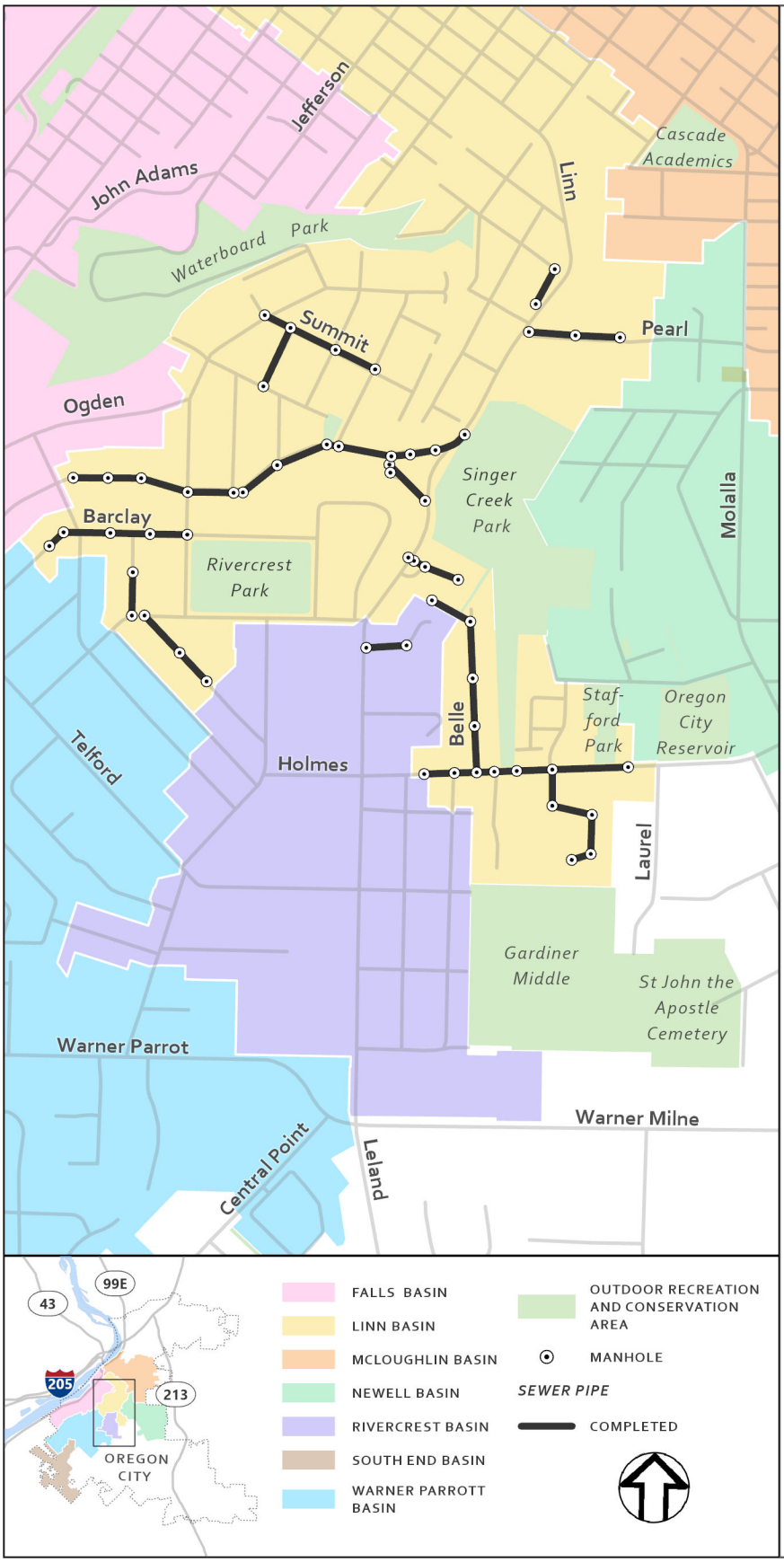
- Developed an alignment of program goals to the requirements of the building code.
- Began the process for piezometer installation around the city to monitor groundwater levels.
- Managed unexpected challenges during project design, such as emergency additions, project area changes between contractors, easement negotiations, other City project contractors in the same construction zone, and infrastructure additions, which required creative problem-solving (e.g. Linn 2 sewer extension and additional properties in Linn 3).
- The Molalla Ave and Rivercrest project contractors were able to complete several emergency projects in the city that repaired active sewer issues. This provided more immediate support and cost savings to the City.
- Provided emergency lateral work in project areas before project work commenced.
- Presented program information at professional organization conferences and Neighborhood Associations. The Neighborhood Associations provide an opportunity for the program to meet individual property owners and answer questions along with an opportunity to grow outreach into the community.
- Visited property owners to discuss construction options, issues during construction or to address warranty issues. Coordinated with the City and/or contractor to reach resolutions.
- Supported City staff in issue resolution or provided contacts within the City to aid in issue resolution on projects.
- Provided administrative and engineering support to the Program Manager on scheduling and budgeting changes that impacted projects in design and in construction.

SECTION 3 Package Information

Several project packages were part of the I&I Reduction Program this fiscal year. The following pages describe the Oregon City I&I Rehabilitation Packages. Eight packages are in progress, from design to construction stage. Further discussion of the individual projects are found on the following project pages.

Oregon City I&I Rehabilitation Packages

1.	Linn Basin SS I&I Rehabilitation 1	CI 23-001 — Construction complete
2.	Linn Basin SS I&I Rehabilitation 2	CI 23-002 — Construction
3.	Molalla Ave. SS I&I Rehabilitation	CI 23-013 — Construction complete
4.	Rivercrest SS I&I Rehabilitation 4	CI 23-009 — Construction complete
5.	Newell Basin SS I&I Rehabilitation 1	CI 23-012 — 60% Design
6.	Linn Basin SS I&I Rehabilitation 3	CI 23-003 — 90% Design
7.	McLoughlin SS I&I Rehabilitation 2	CI 24-010 — 30% Design
8.	Center St/Catch Basin Disconnect	CI 23-005 — Removed from program
9.	McLoughlin SS I&I Rehabilitation 1	CI 24-005 — Construction
10.	Manhole Rehabilitation	CI 25-007 — Construction
11.	Linn Basin SS I&I Rehabilitation 4	CI 24-011 — 30% Design
12.	Main Street I&I: Main St Imp: 10th–15th	CI 25-002 — 30% Design



Linn Basin SS I&I: Rehabilitation 1

Year completed:

2024

Highlights:

Constructed using a variety of techniques including pipe bursting, CIPP and open cut, the project functioned as a litmus test for the hybrid private/public sewer work that has become symbolic of the I&I program.

Designers:

- Leeway Engineering Solutions
- Century West Engineering

Inspector:

- Mackay Sposito

Prime Contractor:

- Landis & Landis

Subcontractors:

- Oxbow Construction
- Linescape
- Local Plumbing
- Bulls Eye Boring
- River City Environmental
- ATS Electrical
- McCoy Electrical
- S2 Contractor
- RLC Contractor

Linear Feet of Sewer Main:

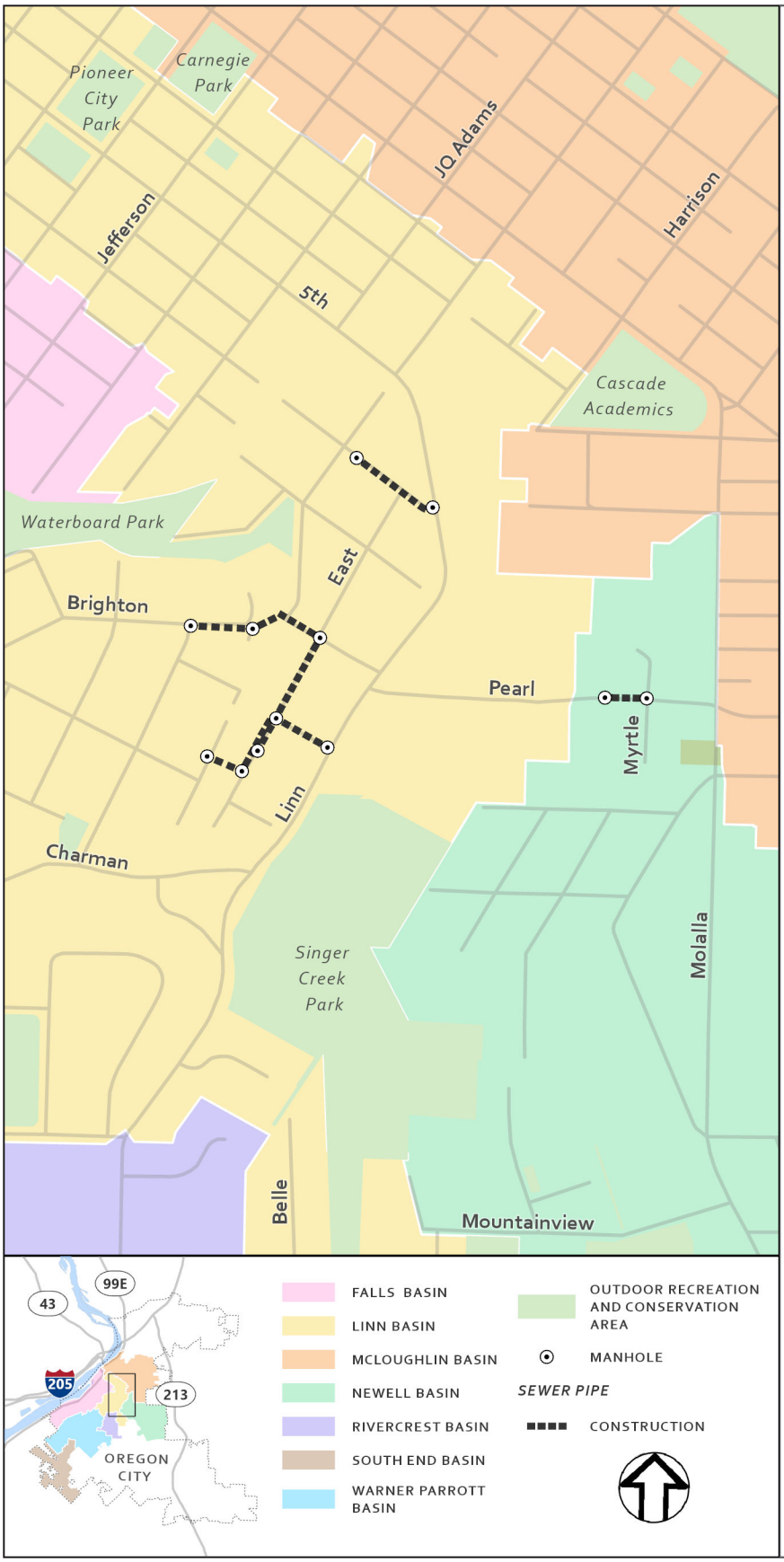
9,847

Number of Sewer Laterals:

134

Budget:

- Design $377,997
- Construction: $3,431,604



Linn Basin SS I&I: Rehabilitation 2

Projected completion:

Fall 2026

Highlights:

Starting in May, 2026, the Linn 2 project could potentially to be built over the next two dry seasons. The package is complex due to construction within technical overlays that include steep slopes in the geohazard zone and the natural resource overlay district. Sewer mainline pipes in roadways will be constructed using pipe bursting or open-cut techniques, while two mainline pipes conveying flows down steep, vegetated slopes will be constructed using above-ground, steel-encased HDPE pipe mounted on concrete footings.

Designers:

- Wallis Engineering
- Kramer Gehlen & Associates, Inc. (Structural)
- Geotechnical Resources, Inc. (Geotechnical)

Inspector:

- Mackay Sposito

Prime Contractor:

- Moore Excavation, Inc.

Linear Feet of Sewer Main:

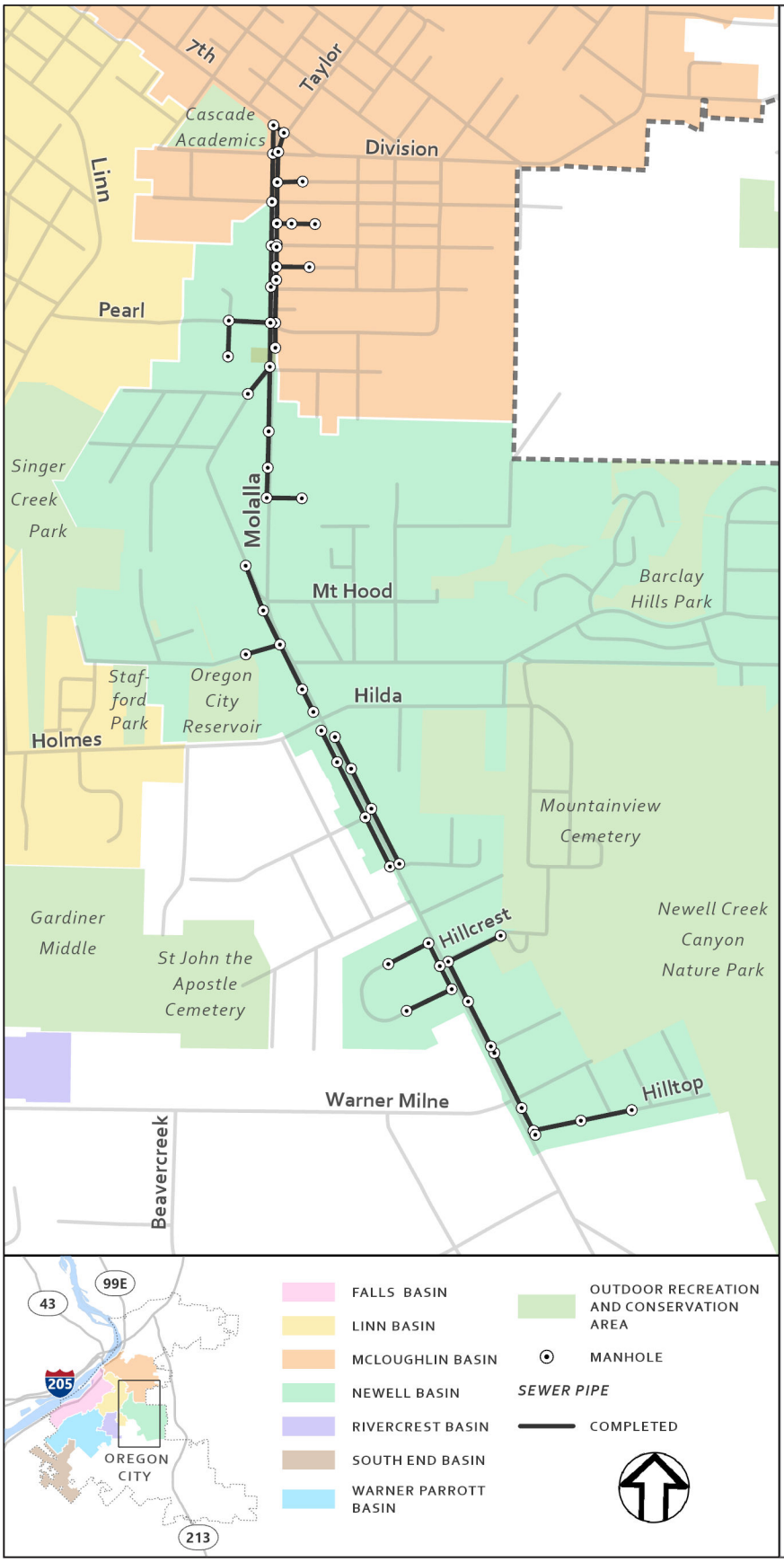
4,175

Number of Sewer Laterals:

50

Budget:

- Design: $448,832
- Construction: $3,488,126 (est.)



Molalla Ave SS I&I: Rehabilitation

Completed:

2025

Highlights:

Molalla Ave is a major commercial thoroughfare and former state highway. A Water Infrastructure Finance and Innovation Act (WIFIA) project is currently underway through the project corridor, and repaving will be included as a part of that project. To avoid pavement moratoriums, sewer rehabilitation along Molalla Ave was prioritized to be completed prior to the WIFIA project.

The project included many challenges for the program, including integrating commercial lateral replacement into the program and incorporating emergency realignments due to existing utility conflicts. The project was constructed primarily via CIPP construction methods.

Designers:

- Wallis Engineering

Inspector:

- Mackay Sposito

Prime Contractor:

- Landis & Landis

Subcontractors:

- Oxbow for CIPP lining
- C&C Flagging
- Van Lom Concrete
- S2 Contractors
- New Systems Plumbing

Linear Feet of Sewer Main:

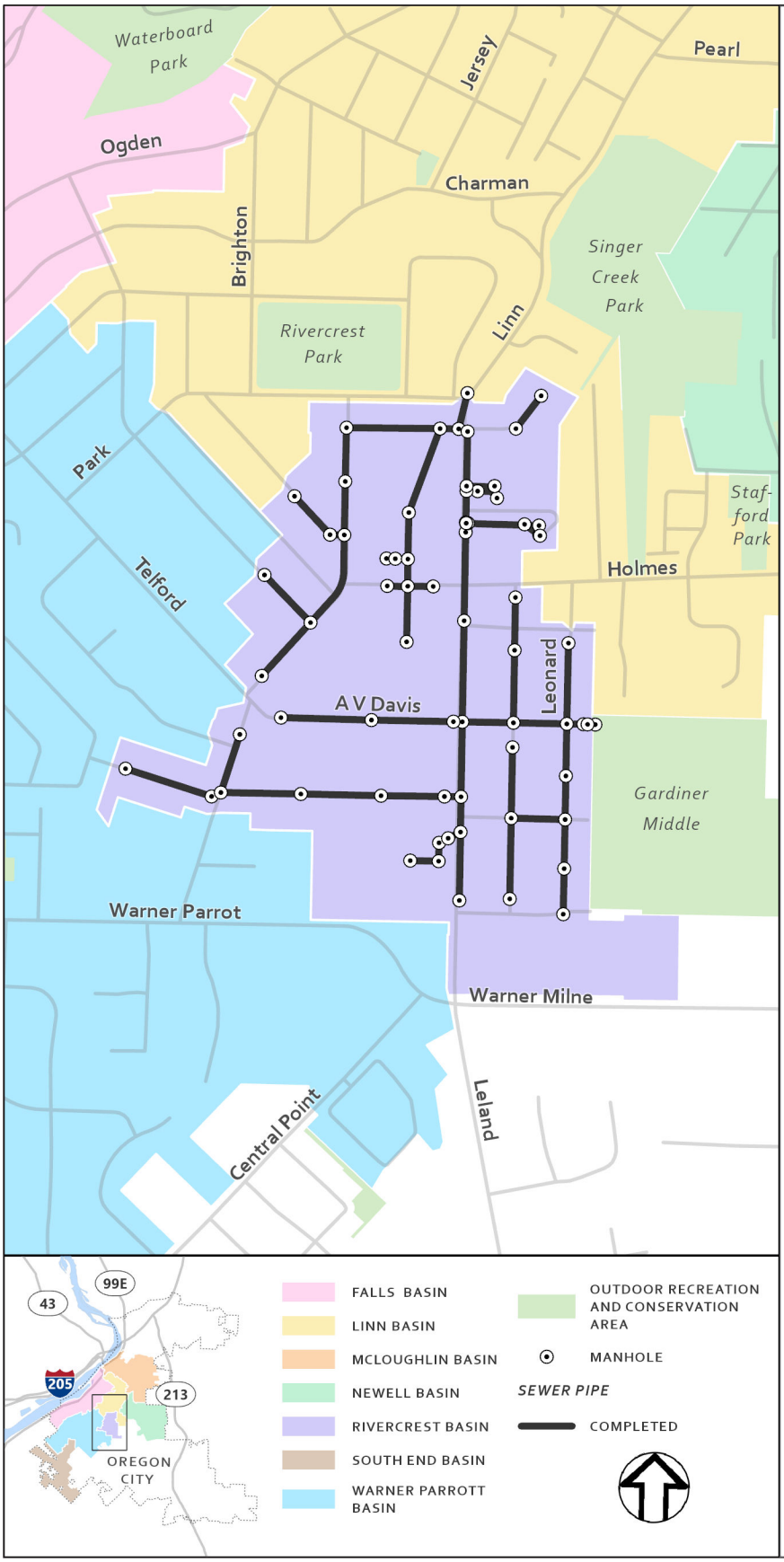
10,000

Number of Sewer Laterals:

83

Budget:

- Design: $359,878
- Construction: $3,953,341



Rivercrest SS I&I: Rehabilitation 4

Year completed:

2025

Highlights:

Rivercrest Basin has seen three previous phases of sewer rehabilitation, encompassing mainline sewer for the entire basin. However, the basin mainline sewer was rehabilitated before the I&I program was developed, so private sewer laterals had never been included in rehabilitation efforts. Rivercrest Phase 4 was intended to correct this, with over 80% of private laterals rehabilitated as part of the construction package.

Designers:

- Century West Engineering

Inspector:

- Mackay Sposito

Prime Contractor:

- The Saunders Company

Subcontractors:

- Brothers Concrete
- A Cut Above
- A+ Flagging
- Multiple private truck drivers
- OR Vac West
- Pacific Intr-Tek
- Oxbow

Linear Feet of Sewer Main:

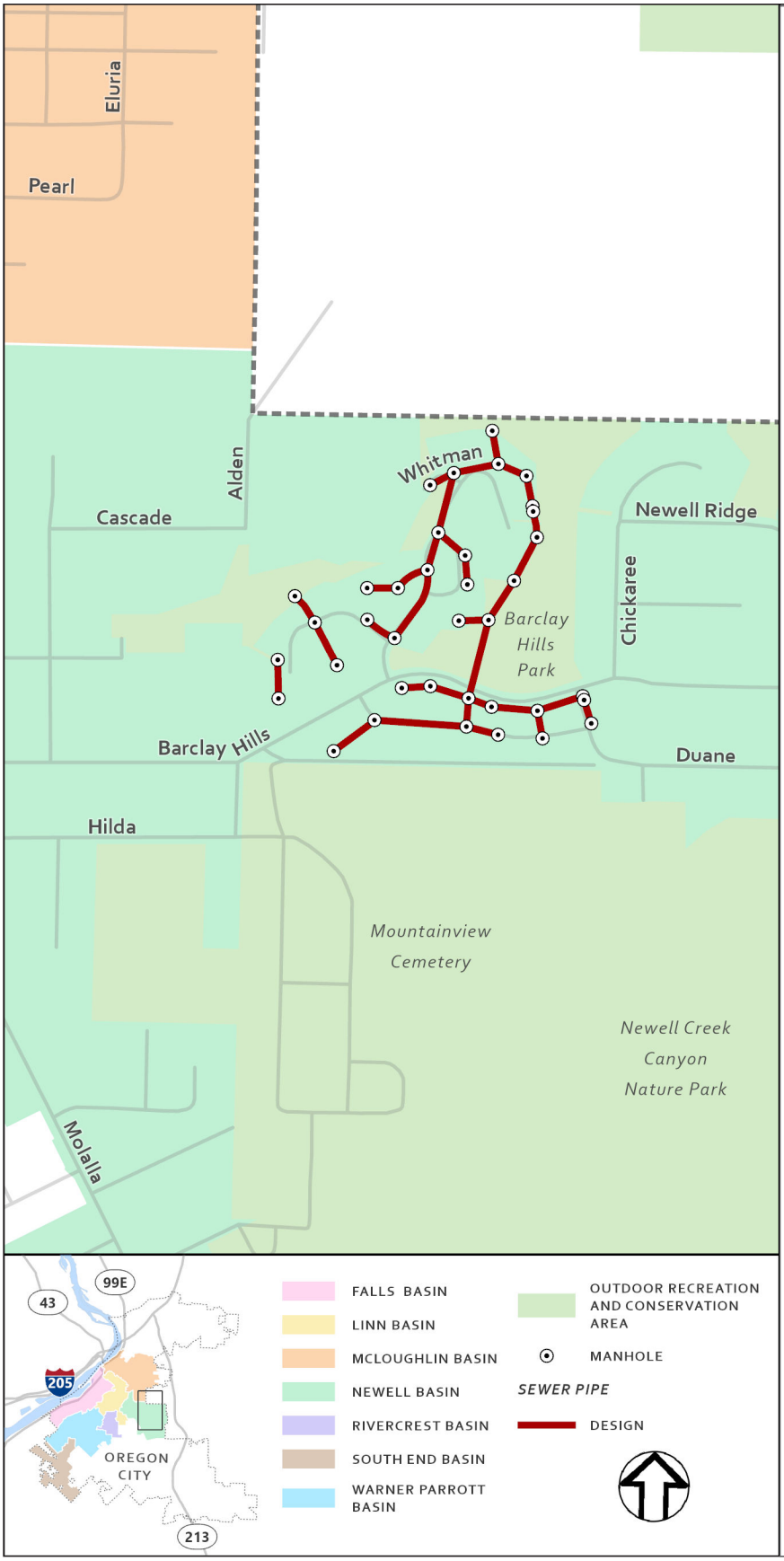
600

Number of Sewer Laterals:

236

Budget:

- Design: $420,374
- Construction: $4,307,874



Newell Basin SS I&I: Rehabilitation 1

Projected completion:

2028

Highlights:

Newell Package 5 includes a wide area of western Newell Basin. The package includes both sanitary and storm sewer upgrades due to a notable overlap between systems in the area. Design delays based on the late incorporation of the storm upgrades have led to a hold on project design at the 30% milestone for a year The project is now active to meet the 2028 completion date. The package area includes technical overlays including geohazard and natural resource overlay district.

Designers:

- Keller Associates

Linear Feet of Sewer Main:

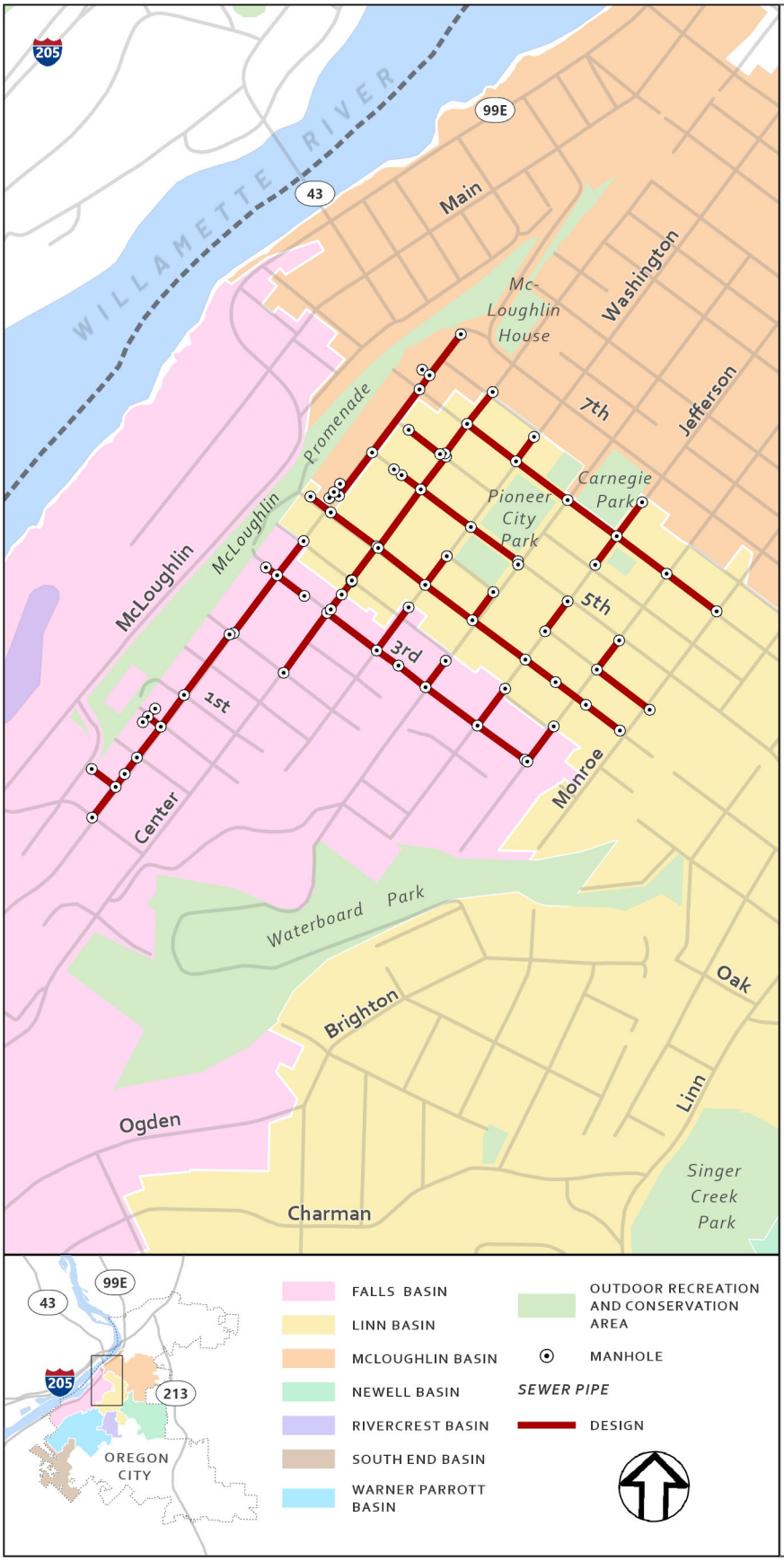
4,784

Number of Sewer Laterals:

102

Budget:

- Design: $452,000 (est.)
- Construction: 3,888,000 (est.)



Linn Basin SS I&I: Rehabilitation 3

Projected completion:

2027

Highlights:

Starting in the fall of 2026, this package will prioritize areas of Linn and Central Basins that have anticipated paving scheduled for 2029. This project is a complement to the McLoughlin 1 project, working in the lower part of the City in many of the older neighborhoods and business districts. While this project has a few properties in a geohazard zone that necessitates a Type II planning permit, the majority of the project is outside any overlay.

Because of it's size, this project will have a longer construction period.

Designers:

- Windsor Engineering

Linear Feet of Sewer Main:

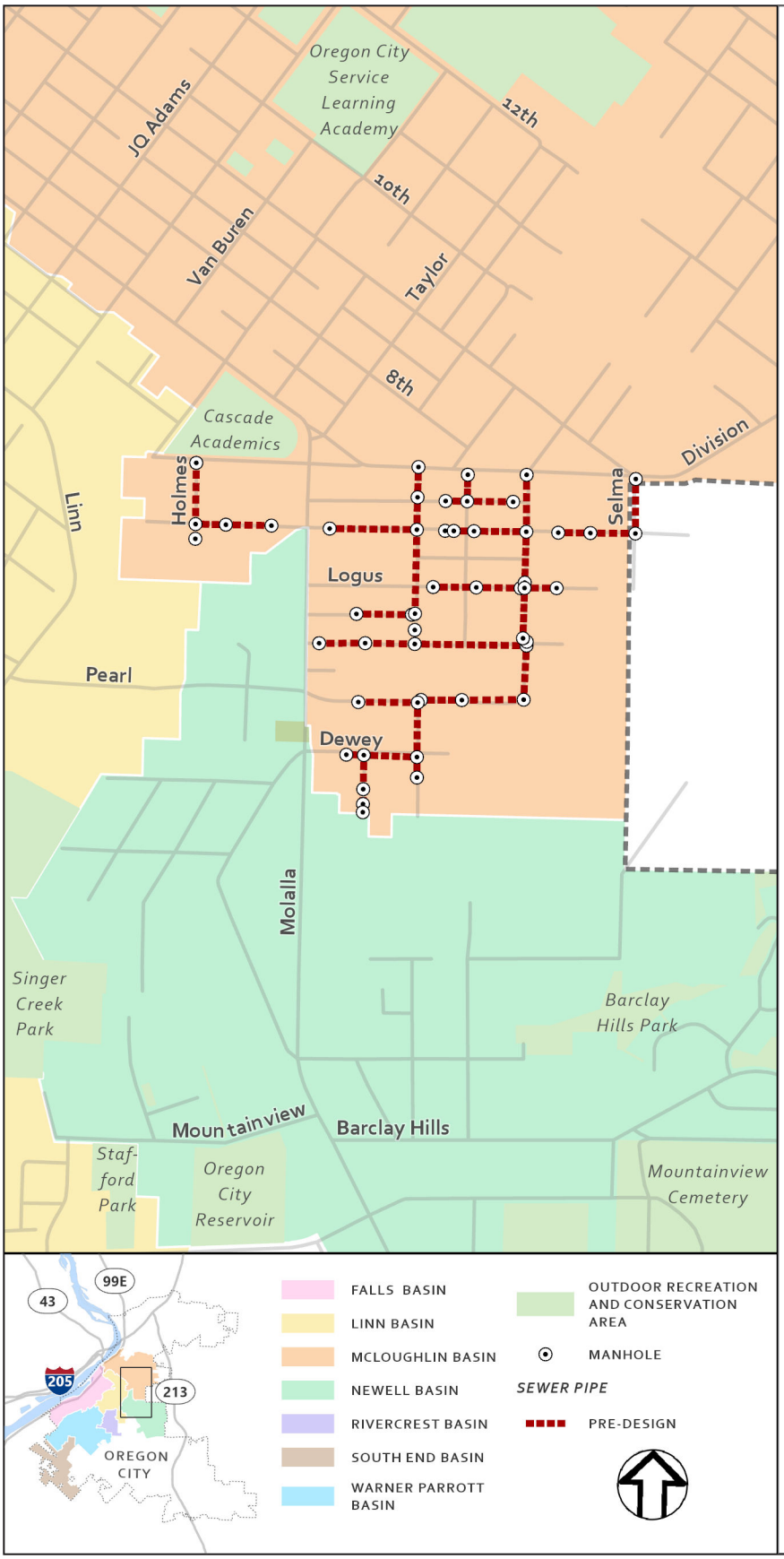
13,275

Number of Sewer Laterals:

220

Budget:

- Design: $535,100 (est.)
- Construction: $6,000,000 (est.)



McLoughlin SS I&I: Rehabilitation 2

Projected completion:

2027

Highlights:

This area of the McLoughlin basin has several technical challenges including geohazard and a natural resource overlay districts. This area has been prioritized to be completed prior to a 2028 paving schedule.Design is scheduled to last two years to accommodate the additional complexities.

Designers:

- Century West Engineering

Linear Feet of Sewer Main:

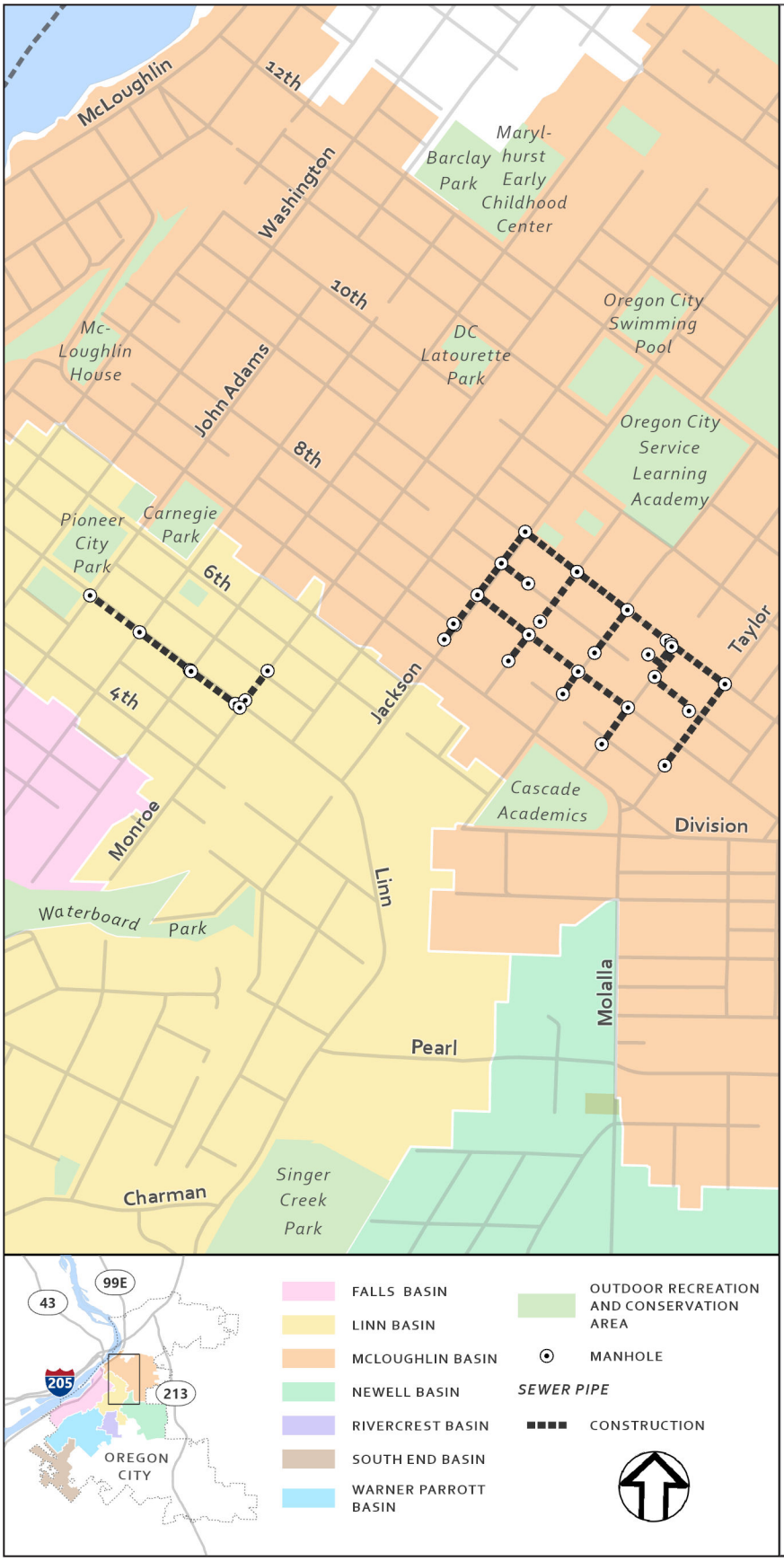
7,397

Number of Sewer Laterals:

171

Budget:

- Design: $400,000 (est.)
- Construction: $3,500,000 (est.)



McLoughlin SS I&I: Rehabilitation 1

Currently in construction:

2025

Highlights:

The package seeks to rehabilitate a small portion of the McLoughlin Basin ahead of paving projects scheduled in the area. The package includes a small portion of mainline pipe in the Linn basin as well. The project area presents some difficulties including "party" laterals and undersized storm pipes that are cross-connected with the sanitary sewer system.

Designers:

- Leeway Engineering Solutions

Inspector:

Mackay Sposito

Contractor:

Landis & Landis

Linear Feet of Sewer Main and Storm Mains:

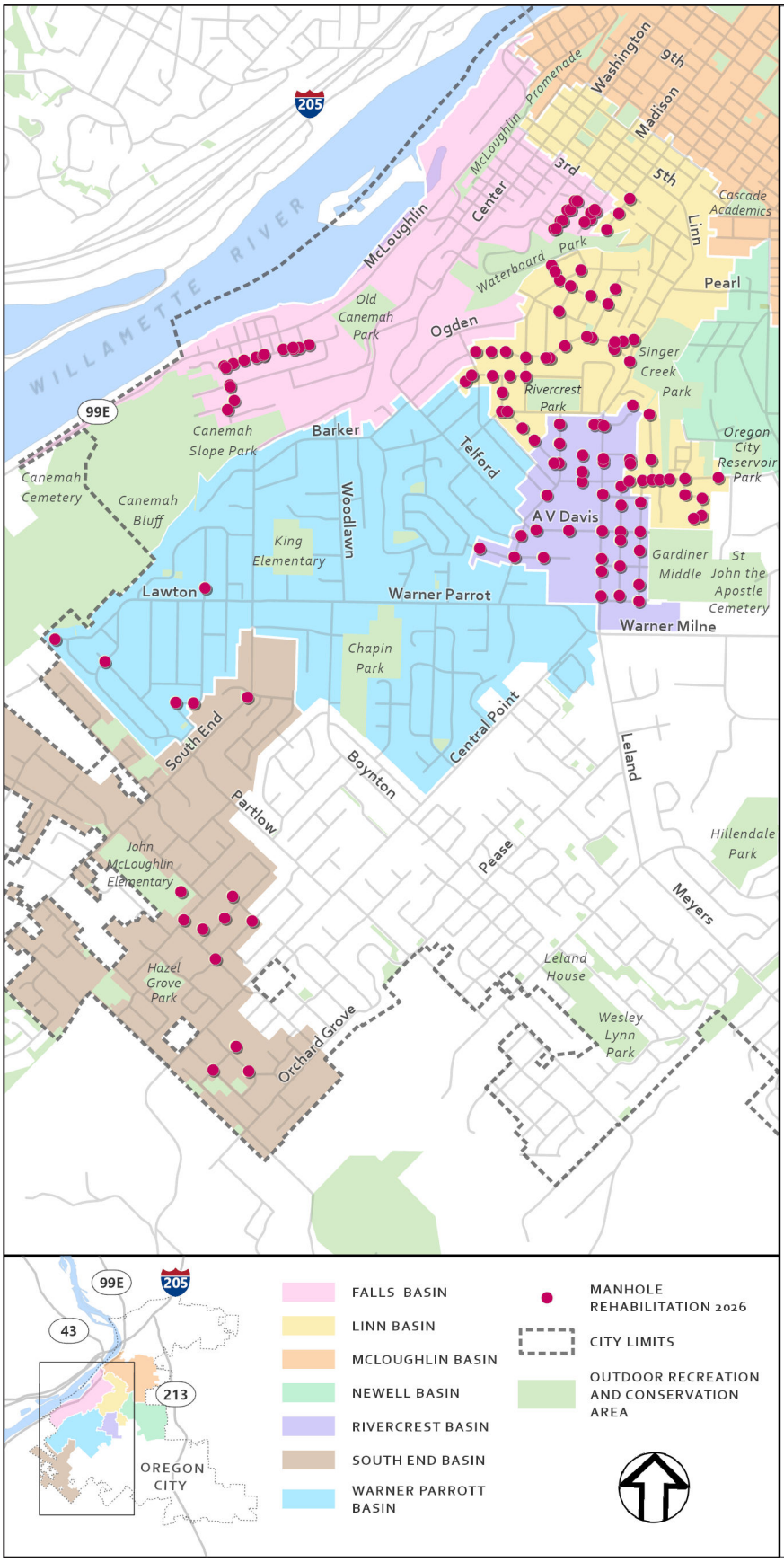
3,360

Number of Sewer Laterals:

129

Budget:

- Design: $760,100
- Construction: $3,373,371 (est.)



Manhole Rehabilitation

Currently in construction:

2026

Highlights:

Once a pilot project, the Manhole Rehabilitation program is a yearly effort to upgrade the manholes in the reimbursible basins, in addition to fixing identified problem manholes in the City. To effectively seal manholes that have leaking tops or sides, the work must be done in the wet season from January to April. This year, the focus is on addressing many pre-cast or cast in place manholes in the basins.

Designers:

- Wallis Engineering

Number of Candidate Manholes

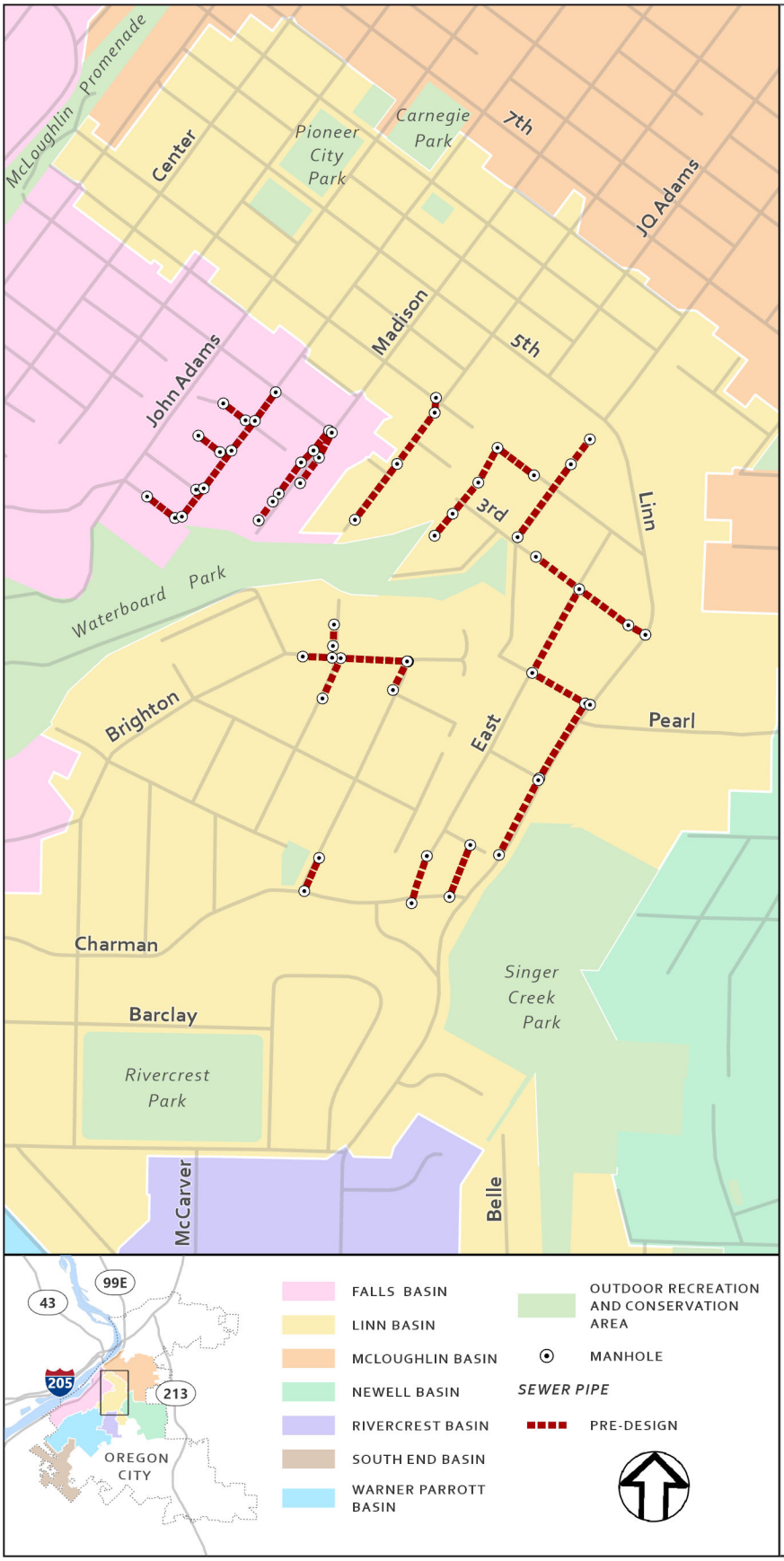
133

Number of Repaired Manholes

109 (est)

Budget:

- Design: $86,107
- Construction: $472,727 (est.)



Linn Basin SS I&I: Rehabilitation 4

Projected completion:

2027

Highlights:

Similar to Linn Package 2, this package will prioritize mainline and lateral sewer pipes within technical overlays including vegetated corridors, geohazard areas and natural resource boundaries. Additionally, this package will prioritize areas of Linn and Central Basins that have anticipated paving scheduled for 2029. Design is scheduled to last two years to accommodate the additional complexities.

Designers:

- Wallis Engineering

Linear Feet of Sewer Main:

6,400

Number of Sewer Laterals:

88

Budget:

- Design: $400,000 (est.)
- Construction: $4,000,000 (est.)



Main Street I&I: Main St Imp:10th–15th

Completed:

2025

Highlights:

Part of the larger Main St Improvements: 10th-15th St project that will upgrade sidewalks, traffic flow, street amenities, and infrastruction on Main Street, the Main Street I&I project will provide the design support for the sewer system upgrades in the area.

Designers:

- Wallis Engineering

Inspector:

- Mackay Sposito

Prime Contractor:

- TBD - Will be the contractor for the larger Main Street Improvements project

Linear Feet of Sewer Main:

1,237

Number of Sewer Laterals:

0

Budget:

- Design: $100,049
- Construction: $300,000 (est. for I&I portion)

SECTION 4 Flow Monitoring Results

The goal of the Oregon City I&I program is to reduce the flow of water from rainfall and groundwater into the City's sewer system. Flow monitoring the sewer system during the wettest part of the each year helps the I&I program identify how much reduction is taking place and the program's progress toward the goal of 65% I&I reduction in the seven I&I sewer basins. From results thus far, the program is making progress towards that goal.

This report is focused on the 2025 flow monitoring and modeling. The 2026 flow monitoring period is from January through the end of April, 2026. The results will not be available for this Annual Report.

The Oregon City I&I Program has seven sewer basins that have been prioritized for rehabilitation due to the amount of inflow and infiltration in those areas. A basin is identified as an area of collection that flows into a single pipe before flowing into another sewer collection area or into the Water Environment Service (WES) collector pipeline that takes sewer flow into the Tri-City Treatment facility. Figure 4.1—Oregon City Sewer Flow Schematic below shows how the basins flow and where the monitoring points are in that system.

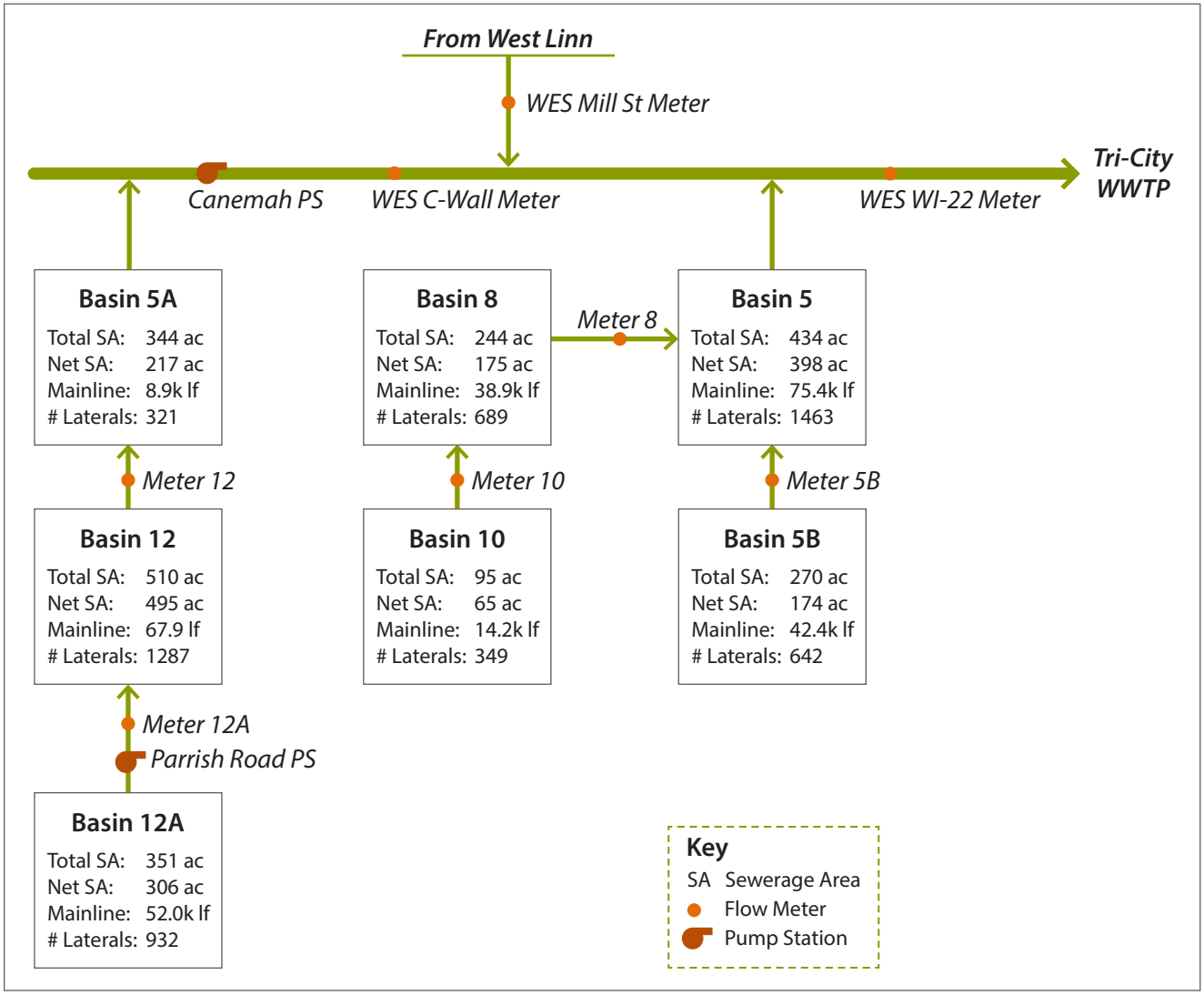


Figure 4.1—Oregon City Sewer Flow Schematic

Flow monitoring takes place in strategic locations chosen to isolate specific sewer basin flows. The program has collected information since 2023, with the initial year providing baseline flow information for some of the map locations. The flow monitoring for 2025 focused on key locations where construction projects were completed (Linn 1) or construction was in progress (Rivercrest and Molalla Ave). Two locations are new monitoring sites, collecting baseline data. The collected information is used to provide I&I reduction progress and help fine tune a flow model of the I&I basins.

The program is also improving the flow model of the program area. A flow model is built on a number of inputs, including the flow monitoring information. The model is tested using known data to check it's accuracy, as Figure 4.2 shows below. When the model is tuned, it reacts similarly to the measured flows of the monitors when the rain gauge information is input into it. This allows for specific rainfall events to be entered in the model, which in turn provides the City with information regarding the capacity of the sewer system piping to handle the sewer flow resulting from of those events. The calculated error of the model for monitor 5B in the figure below is very low – it is measured at -0.5% for the total flow, meaning it is well aligned to provide meaningful information to the City.

Overall, the three year's of data has produced a well calibrated model. Table 4.1 below gives the calibration statistics for the main three flow monitoring locations in Basins 5B, 8, and 10. The goal of a well calibrated model is to have the Total Flow observed during flow monitoring to match the modeled Total Flow. As flow monitoring continues each year, more data can be added to the model to refine it so that the observed and modeled flows are even more closely aligned.

Table 4.1—Calibration Statistics for Main Three Flow Monitors

Flow Monitor	Observed/Modeled Peak Flow (MGD)	Error (%)	Observed/Modeled Total Flow (MGD)	Error (%)
Basin 10	0.95/0.95	0	5.23/5.02	2.7
Basin 8	2.89/2.91	0.7	15.05/16.04	6.6
Basin 5A	1.43/1.47	3.1	7.47/7.43	-0.5

The flow modeling events are typically entered as 5- or 10-year events, which refer to a theoretical severe rainfall event happening in any given year. This is called its recurrence interval. A 5-year rainfall has a 20% happening in a given year and is less severe than a 10-year rainfall with a 10% chance of occurring in a given year. It is the technical method to refer to a once every five year rainfall event compared to a once every 10 year rainfall event. A 10-year event is a larger, but less likely event than a 5-year rainfall.

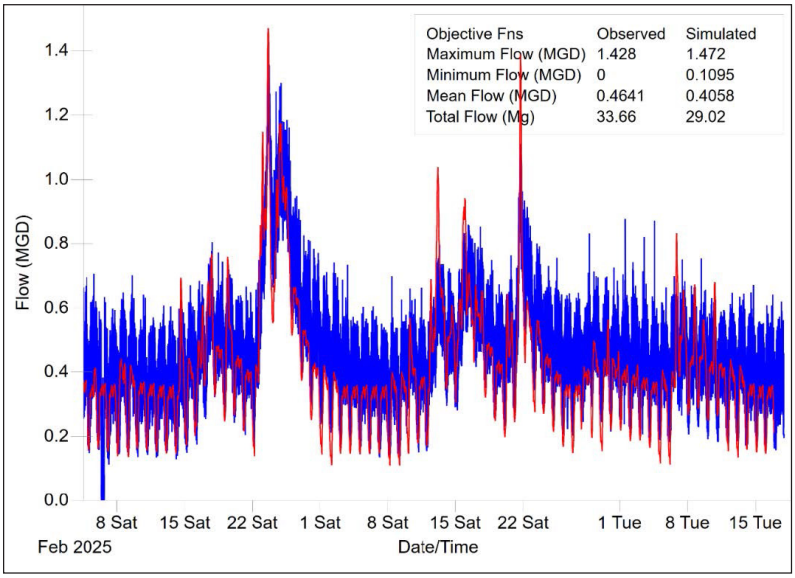


Figure 4.2—Hydrograph for Basin B

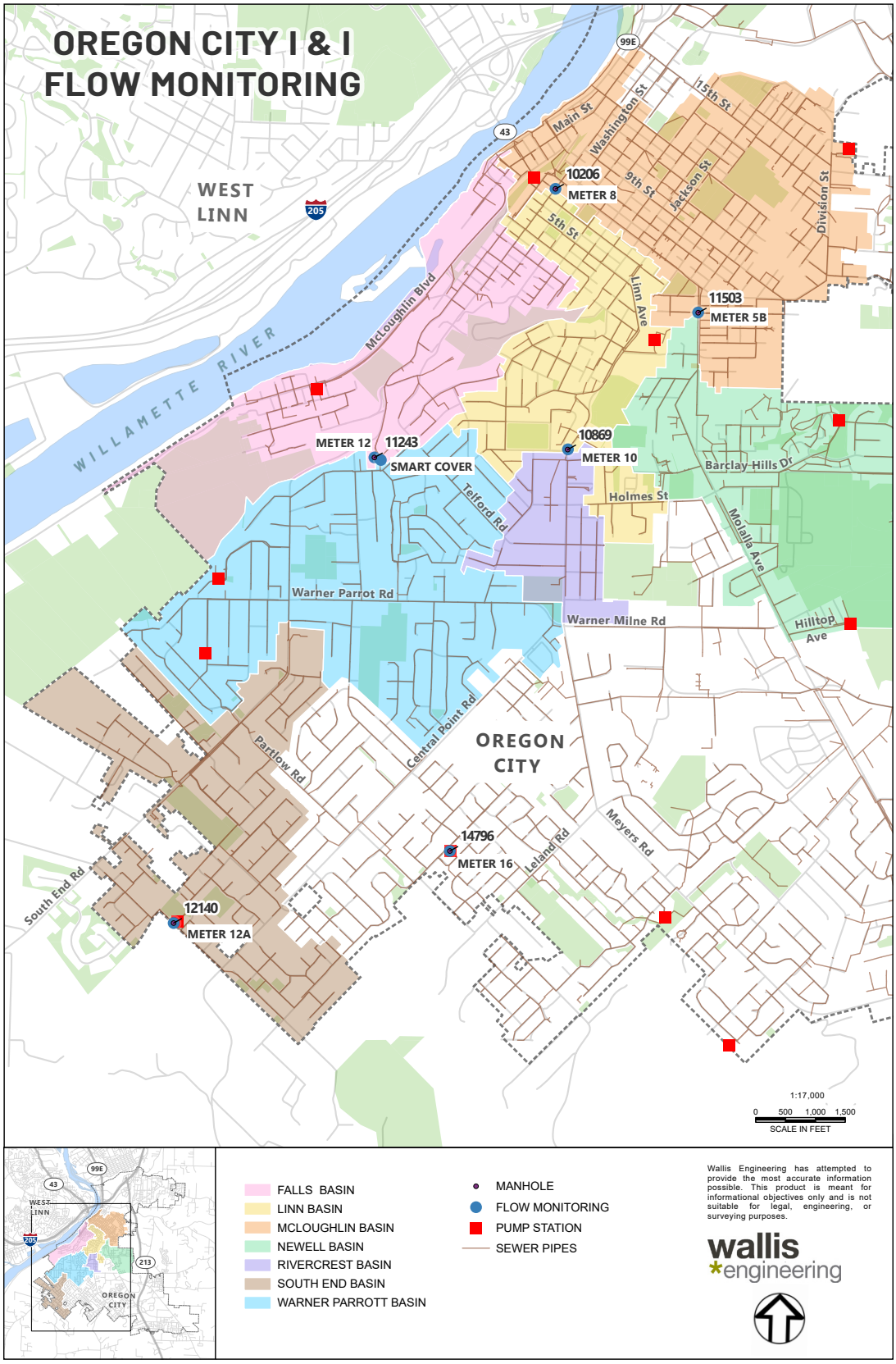


Figure 4.3—Flow Monitoring Basin Map

The 2025 flow monitoring confirmed the partial results of the previous flow monitoring period in 2024. In the 2024 flow monitoring period, the Linn 1 project was partially completed. Results indicated that there could be a significant reduction in I&I. The 2025 flow monitoring for the Linn basin confirmed that the Linn 1 project that rehabilitated 25% of the Linn sewer basin achieved almost a 35% reduction in peak flow. In 2025, two other construction projects (Rivercrest and Molalla Ave) were partially completed, and the results indicate that there are reductions but the full extent of the construction impacts will be measured in the 2026 flow monitoring. See Table 4.2 below for more details.

Table 4.2—Flow Monitoring Results

Monitoring Period	2023	2024	2025
Peak Event Date	4/10/2023	2/29/2024	2/22/2025
Peak 24 hr Rainfall Total (inch)	1.16	1.51	1.92
Total Storm Duration1 (hr)	91	204	40
Newell - Meter 5B Flow (MGD)2	1.23	N/A5	0.87
Linn - Meter 8 flow (MGD)	3.00	3.00	1.95
Rivercrest – Meter 10 Flow (MGD)	0.60	0.68	0.60
South End – Meter 12A Flow (MGD)3	N/A	N/A	0.13
Meter 16 Flow (MGD)4	N/A	N/A	0.40

1. Storm duration is measure at the start of the upward trend in level to return of the flow to baseline levels.
2. MGD is million gallons per day
3. South End was added to provide a baseline flow in preparation to future program construction.
4. Meter 16 was added to provide baseline data for a rain event sensitive pump station.
5. Meter 5B failed multiple times during the monitoring period, so all the results were rejected.

The above information attempts to align significant weather events, which vary in severity between the years. The 2025 event had the most rain in the shortest time period. The only completed I&I project in 2025 is Linn 1. Highlights of the 2025 flow monitoring are:

BASIN 5B (NEWELL BASIN): The Molalla Ave project moved from 60% to 90% complete during the 2025 monitoring period. The information would suggest that there was significant I&I reduction in this basin, especially with the more severe rain event in 2025. But, there were some issues with the data quality so there is cautious optimism in the information. Results will be more fully evaluated in the 2026 flow monitoring analysis.

BASIN 8 (LINN BASIN): The 2025 flow monitoring captured the completed Linn 1 project that rehabilitated 25% of the Linn Basin. In the most severe weather event of the monitoring years, the basin showed a 35% decrease in flow. This indicates that the program is reducing I&I. The 2026 flow monitoring information will be used as a confirmation of these results.

BASIN 10 (RIVERCREST): One of the smallest sewer basins, Rivercrest basin pilot program initially rehabilitated the sewer mainlines and saw no reduction in flows. In 2025, Rivercrest Phase 4 rehabilitated the sewer laterals in the entire basin. The project moved from 18% to 45% complete during the monitoring period, The results from 2026 will provide a clearer picture of the rehabilitation results.

Other basin results:

BASIN 12 (WARNER PARROTT): No construction has occurred in this basin. Previous meter data from this location have been of poor quality. The 2025 monitoring was to provide better baseline data. In addition, the program purchased and installed a long term flow monitoring meter in an adjacent manhole. This meter is in its trial period and will have its flow information correlated to the other meter prior to the 2027 monitoring period.

BASIN 12A (SOUTH END): Baseline monitoring in this location was completed in 2025. Data indicates that this location is hydraulically linked to the downstream pump station and showed little response to rain events. No further flow monitoring will take place until a more responsive manhole is located.

BASIN 16 (SETTLERS POINT): This monitor is strategically located to help the City track seasonal flow into a highly overflow-susceptible pump station. Data will establish baseline conditions. Currently, Basin 16 is not included in the Program's reimbursable boundaries so no further monitoring will take place.

The 2026 flow monitoring is focused on basins Newell-5B, Linn-8, Rivercrest-10, and Warner Parrott-12. Basins 5B and 10 flow monitoring results look to quantify the results of rehabilitation. There was no active construction during the 2026 flow monitoring period, so the 2026 results will provide further corroboration of the flow reduction in Basin 8 and the complete results of the construction in Basins 5B and 10.

The 2026 information will be used to further refine the program flow model. The full flow monitoring report from ADS (the flow meter installer) and BHC (the analysis and flow modeling firm) are located in Appendix C—2025 Flow Monitoring Report.

SECTION 5 Budget

Wallis has overseen a program budget of over $8,000,000 since 2022.

Each year, Wallis Engineering makes budget projections for the upcoming fiscal year. For the FY 25-26, the amendment for the I&I Program was $1,963,993. This budget covers Wallis Engineering and the work of several other firms hired to support the Oregon City I&I Reduction Program efforts.

The Annual Report is issued prior to the close of the fiscal year, which runs from July 1, 2025 through June 30, 2026 in Oregon City. The budget numbers in this document reflect billed numbers through April 2026. Because the Annual Report misses reporting on April, May, and June 2026 expenses, the expenditures to date are somewhat understated.

The table below shows how the Program funds were budgeted and spent over the program to date. A full accounting of the program budget is attached as Appendix D—FY 2025-2026 Budget (through April 2026).

Table 5.1—25-26 Annual Budget

Project Name	Project Number	Total
Inflow / Infiltration Program Budget	**OC23-I I**	**$7,692,855**
Program Administration	OC23-I I.01	$540,102
Program Management	OC23-I I.01.01	$1,468,323
Flow Monitoring and Analysis	OC23-I I.01.02	$419,030
Design Pkg 1 - Linn Basin SS #1	OC23-I I.01.03	$366,809
Design Pkg 2 - Linn Basin SS #2	OC23-I I.01.04	$598,384
Design Pkg 3 - Molalla	OC23-I I.01.05	$591,164
Design Pkg 4 - Rivercrest Lateral Rehab	OC23-I I.02	$632,879
Design Pkg 5 - Newell Basin 1 (Applegate)	OC23-I I.02.01	$452,082
Design Pkg 6 - Linn Basin SS #3	OC23-I I.02.02	$535,100
Design Pkg 7 - McLoughlin Basin #2 (Singer Hill)	OC23-I I.02.03	$400,000
~~**Design Pkg 8 - Center St Catch Basin Disconnect**~~	~~OC23-I I.02.04~~	~~$70,307~~
Design Pkg 9 - McLoughlin Basin #1	OC23-I I.02.05	$760,100
Design Pkg 10 - Linn Basin SS #4	OC23-I I.02.06	$278,750
Design Pkg 11 - McLoughlin Basin #3	OC23-I I.02.07	$0
Manhole Sealing Program	OC23-I I.02.08	$117,000
Design Pkg 13 - Main St. 10th to 15th	OC23-I I.03	$100,100

Project Name	Project Number	Total
Total Expenses to Date		

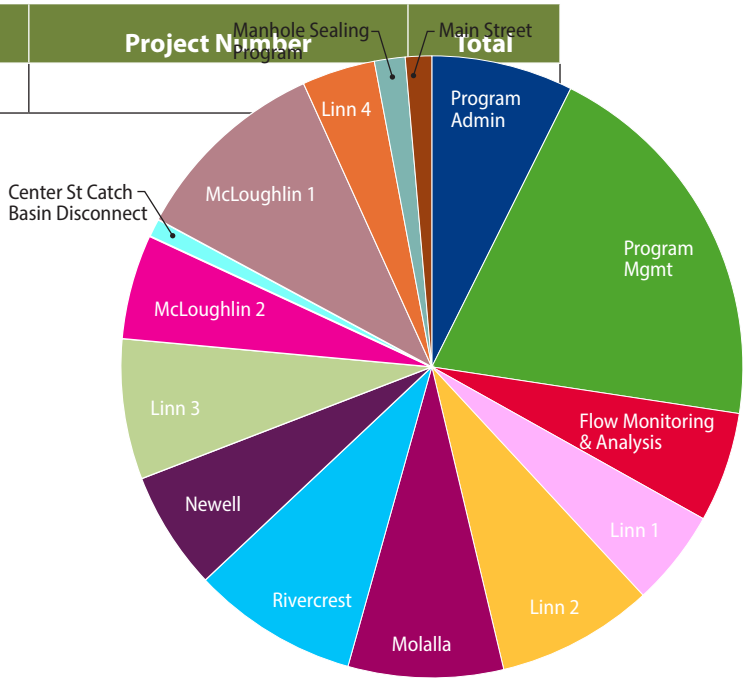


Figure 5.1—Total Budget Breakdown

The pie chart to the right shows each program expense as a proportion of the whole. While it appears that program administration and program management are large portions of the expenses, the program administration handles the everyday work to run the Program. This includes program oversight, contractual administration, financial services such as billing and payments to subcontractors, coordination meetings and this Annual Report. Program management includes the costs of the investigation work, such as CCTV or smoke testing that contributes to the pipe condition assessments that are the basis of the Program project areas. Public outreach encompasses the mailers for testing and construction, the Right of Entry mailing and tracking, and outreach to property owners and neighborhood associations. Flow monitoring work, discussed in Section 4, is a critical measure of Program effectiveness. Overall, the Program administration and management (with flow monitoring) are approximately 30% of the program's on-going expenses.

Critical to the Program are the subconsultants that work with the Wallis team. Their expenses to date as a portion of the total Program expense are shown in the chart below.

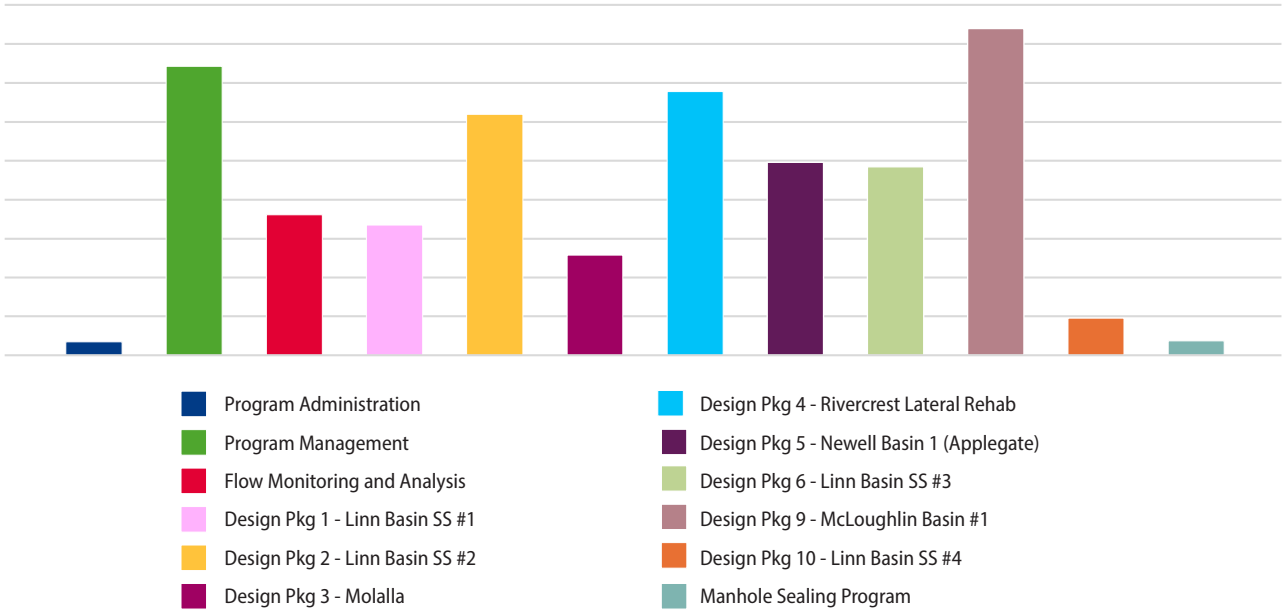


Figure 5.2—Subconsultant Portion of Expenses

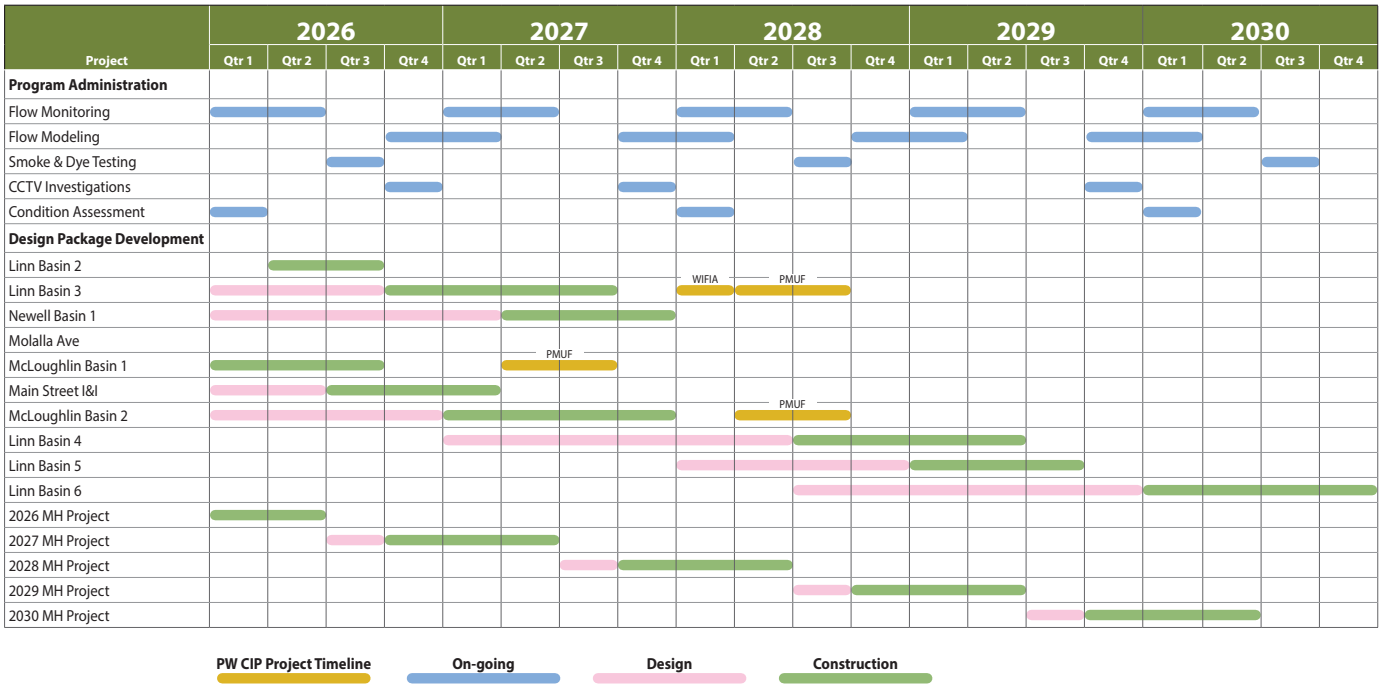
SECTION 6 Five Year Plan

The Oregon City I&I Reduction Program develops project designs for the identified high priority areas in the reimbursable basins. One of the items to notice in this year's five year plan is the inclusion of the City's capital projects for paving or water transmission lines. Coordination with these projects has moved some of the I&I project construction forward while moving others back to accommodate available budget amounts.

There are also a couple projects with extended design periods: Newell 1, Linn 4 and Linn 5. These projects have geohazard and/or NROD overlays which require extra time to accommodate extended investigation and Type II planning periods. Technically challenging to design, these project areas are set up to be independent as possible of any other capital projects to allow the necessary time to get the design work completed.

The five year plan is revised yearly with a high level budget and schedule. This year's five year plan is included in Appendix E—Five Year Plan. The Five Year Plan schedule is included below.

Figure 6.1—Five Year Plan Schedule



INFLOW & INFILTRATION PROGRAM MANAGEMENT ANNUAL REPORT FY 2025-2026

May 2026 | WE #OC23-II

Appendices

Appendix A **List of Commonly Used Terms**

Appendix B **Contact List**

Appendix C **2025 Flow Monitoring Report**

Appendix D **FY 2025-2026 Budget (through April 2026)**

Appendix E **Five Year Plan**

Appendix A

List of Commonly Used Terms

Appendix A List of Commonly Used Terms

The Annual Report will use many of the following terms defined here.

Basin: a collection of homes, laterals, and mainlines into a sewer system whose sewage all flows into a single location.

Burst: a mechanical repair method of inserting new plastic pipeline within an older pipeline that requires repair. The old pipeline is broken as the new pipeline is fed through on a line. Requires more groundwork than CIPP, but less than full trenching pipeline repairs.

CCTV: A type of camera system that travels through a pipeline filming the pipe conditions.

CIPP: Cured In Place Pipe lining. A flexible liner that can be inserted into pipelines and cured with UV lights to repair a leaking pipe. The ability to utilize manhole or cleanout access limits ground work to areas where a cleanout needs to be installed..

Cleanout: a cap and pipe that allows access to the lateral or mainline sewer.

Dry Weather Flow (DWF): a measurement of sewer flows in pipes during dry weather. There are two types of DWF, wet season DWF captures the non-storm ground water infiltration and base flow. The other is dry season DWF which captures base flow only that establishes a baseline flow without any groundwater infiltration.

Dye Testing: a method where UV or colored dye is added to a water source to trace flows through pipelines.

FY: fiscal year; in Oregon City the fiscal year is from July 1 through June 30.

HDD: Horizontal Directional Drilling. This method allows for the installation of pipe underground without disturbing the surface ground at sending and receiving pits.

I&I: abbreviation for Inflow and Infiltration, which are two ways that water other than wastewater enters sewer pipelines. Inflow is water from non-sewage sources such as stormwater that enters the sewer system through roof drains or storm basin cross connections. Infiltration is groundwater that enters pipelines through cracks, breaks, or disconnected pipelines. Pipes, pumps, and the wastewater treatment plant for the sewer are sized based on predicted sewer flows, not for this extra water entering the pipes.

Lateral: the connecting pipeline or pipelines from a building or residence that flows to the mainline sewer. A group of pipelines are referred to as a Private Sewer System. These are generally on private property.

Main: or mainline; the publicly owned sewer line that collects flow from private laterals and drains into the Tri-City Wastewater Treatment Plant.

NROD: Natural Resource Overlay District. An Oregon City designated area that protects environmental assets within the City. This designation impacts design and construction in the overlay.

Package: an area to be assessed and evaluated as a probable priority contributor to inflow and infiltration in Oregon City. After assessment and evaluation, package refers to that area where construction will take place to rehabilitate/reconstruct laterals and/or sewer mains.

RDII: Rain Derived Inflow and Infiltration. This is the extra flow added from an increase in ground water that causes an immediate inflow peak and short term infiltration increase to a sewer system during a rain event.

Right of Entry: a document that gives the City, engineers, and contractors the permission to investigate and potentially repair infrastructure on private property.

Right of Way: In this document, Right of Way refers to two different areas: 1) the area of the street managed by the municipality, and 2) the land that has been subject to an easement agreement that allows for passage of people, utilities, or infrastructure from one property to another.

Smoke Testing: a method of locating openings in the sewer system that allow inflow. Air combined with non-toxic smoke is forced into the sewer lines, causing smoke to come out of the gutters or catch basins where there are cross connections or where there are defects in the lines.

SSMP (Sanitary System Master Plan): a document that provides an evaluation of the City's existing sewer collection system and recommends improvements. It measures conditions of area pipes' capacity, modeling of DWF and WWF for the area, pipe conditions, and suggests best growth practices.

Task: another way of identifying an I&I design area in Wallis budgets.

WES: Water Environmental Services is the Clackamas County group that operates the Tri-City Wastewater Treatment Plant and some trunk lines in Oregon City.

Wet Weather Flow (WWF): a measurement of sewer flows in pipes during rainy periods that determines peak flows in the pipes.

Appendix B

Contact List

Appendix B Contact List

Firm	Contact Name	Contact Information
Wallis Engineering, PLLC	**Program Management:** Jim Montgomery **Program Support:** David Brokaw	360-852-9178, jim.montgomery@walliseng.net 360-852-9153, david.brokaw@walliseng.net
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Century West	Rawley Voorhies	rvoorhies@centurywest.com
Windsor Engineering	Travis Meyette	tmeyette@windsorengineers.com
Mackay Sposito	Mike Bayautet Scott Sapp	mbayautet@mackaysposito.com ssapp@mackaysposito.com
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Todd Prager & Assoc.	Todd Prager	todd@toddprager.com
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Pacific Int-R-Tek	Adam Scott	adam@tvmypipe.com
ProVac	James McColeman	james.mccoleman@pro-vac.com
Pacific Habitat Services	John van Staveren	jvs@pacifichabitat.com
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ADS	Brian Sheehy	bsheehy@idexcorp.com
BHC Consultants	Kevin Cook	kevin.cook@bhcconsultants.com
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Landis & Landis	Myke Landis	mlandis@llconstruction.com
Moore Excavation, Inc.	Matt Peterman	matt.peterman@themeigroup.com
Emagineered Solutions, Inc.	Grant Waring	grant.w@emagineered.com
The Saunders Company	Clair Moore	clair@thesaunderscompany.net

Appendix C

2025 Flow Monitoring Report

Oregon City, OR 2025 Flow Monitoring Study

Final Report Submitted to **Wallis Engineering**
May 20, 2025



ADS ENVIRONMENTAL SERVICES

Oregon City, OR 2025 Flow Monitoring Study

Prepared For:

Allen Perlin, P.E.
Wallis Engineering
215 W 4th St Suite 200
Vancouver, WA 98660

Prepared By:

ADS, LLC
846 Industry Drive
Tukwila, WA 98188

May 20, 2025

Allen Perlin, P.E.
Wallis Engineering
215 W 4th St Suite 200
Vancouver, WA 98660

SUBJECT: Oregon City, OR 2025 Flow Monitoring Study

Dear Allen,

ADS is pleased to submit the report for the Oregon City, OR 2025 Flow Monitoring Study completed on behalf of Wallis Engineering. The metering was conducted at six (6) location(s). The study was conducted during the period of Wednesday, 17 January 2025 to Tuesday, 28 April 2025.

The report contains depth, velocity, and quantity hydrographs as well as daily long tables for the metering period. An Excel file containing depth, quantity, and velocity entities for the monitoring location in 5-minute format has been provided.

In addition, we would be happy to further explain any details about the report that may seem unclear. Should you have any questions or comments, you may contact the Project Manager, Sean Winder at 206.423.3453.

It has been our pleasure to be of service to you in the performance of this project. Thank you for choosing ADS products and services to meet your flow monitoring needs.

Sincerely,
ADS ENVIRONMENTAL SERVICES

Chris Kong
Hydraulic Data Analyst

Scope and Methodology

Introduction

Wallis Engineering entered into an agreement with ADS Environmental Services to conduct flow monitoring at (5) five flow metering locations, and (1) one rain gauge location in Oregon City. The study was scheduled for a period of (120) one hundred twenty days. Once in place, the flow monitoring equipment was to be used to measure depth, velocity, and to quantify flows. The objective of this study was to understand the response of the system to wet-weather events and capture peak wet-weather flows.

Project Scope

The scope of this study involved using a flow monitor to quantify wastewater flow at the designated locations for the study period. Specifically, the study included the following key components.

- Investigate the proposed flow-monitoring site for adequate hydraulic conditions
- Flow monitor installation
- Flow monitor confirmations and data collections
- Flow data analysis

Additionally, temporary rain gauge monitors were used to measure and record rainfall at the designated locations. Specifically, the study involved the following key components.

- Investigate the proposed rain gauge sites for sufficient exposure and security
- Rain Gauge installations
- Manually confirming rain gauge tipping bucket operation and date collections
- Rain data analysis

Equipment installation was completed on January 16th, 2025. The monitoring period began on January 17th, 2025, and was completed on April 28th, 2025. Upon completion of the study, equipment was removed from the system.

Flow Monitoring Equipment



The ***ADS Triton+*** monitor was selected for this project. This flow monitor is an area velocity flow monitor that uses both the Continuity and Manning's equations to measure flow.

The ADS Triton+ monitor consists of data acquisition sensors and a battery-powered microcomputer. The microcomputer includes a processor unit, data storage, and an on-board clock to control and synchronize the sensor recordings. The monitor was programmed to acquire and store depth of flow and velocity readings at 5-minute intervals.

The Triton+ monitor features cross-checking using multiple technologies in each sensor for continuous running of comparisons and tolerances. The Triton+ monitor can support two (2) sets of sensors. The sensor option used for this project was:

The Peak Combo Sensor installed at the bottom of the pipe includes three types of data acquisition technologies

The ***up looking ultrasonic depth*** uses sound waves from two independent transceivers to measure the distance from the sensor upward toward the flow surface; applying the speed of sound in the water and the temperature measured by sensor to calculate depth.

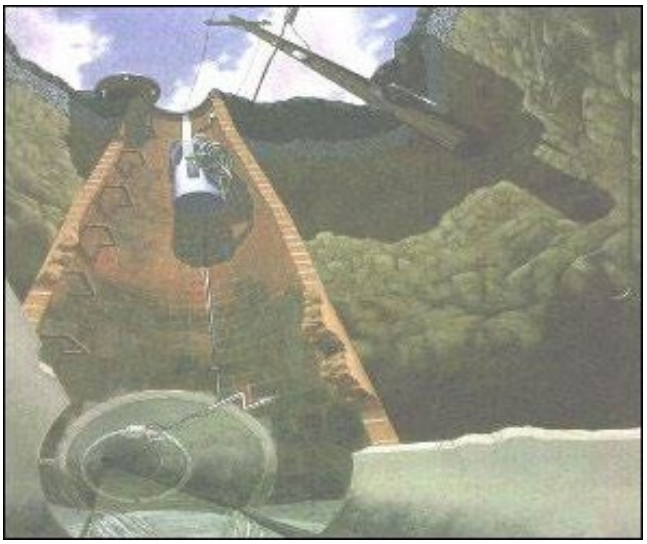
The ***pressure depth*** is calculated by using a piezo-resistive crystal to determine the difference between hydrostatic and atmospheric pressure. The pressure sensor is temperature compensated and vented to the atmosphere through a desiccant filled breather tube.

To obtain ***peak velocity*****,** the sensor sends an ultrasonic signal at an angle upward through the widest cross-section of the oncoming flow. The signal is reflected by suspended particles, air bubbles, or organic matter with a frequency shift proportional to the velocity of the reflecting objects. The reflected signal is received by the sensor and processed using digital spectrum analysis to determine the peak flow velocity.

Installation

Installation of flow monitoring equipment typically proceeds in four steps. First, the site is investigated for safety and to determine physical and hydraulic suitability for the flow monitoring equipment. Second, the equipment is physically installed at the selected location. Third, the monitor is tested to assure proper operation of the velocity and depth of flow sensors and verify that the monitor clock is operational and synchronized to the master computer clock. Fourth, the depth and velocity sensors are confirmed and line confirmations are performed.

In pipes up to 42 inches in diameter, the sensors were mounted on expandable stainless-steel rings, inserted at least a foot upstream into influent pipes and tightened against the inside walls of the pipes. Influent pipe installations reduce the influences of turbulence and backwater often caused by changes in channel geometry in manholes.





Data Collection, Confirmation, and Quality Assurance

Data collects were done remotely via wireless connect on a weekly basis. As needed, during the monitoring period, field crews visit each monitoring location to verify proper monitor operation and document field conditions. The following quality assurance steps are taken to assure the integrity of the collected data:

Measure power supplies: monitors were powered by dry cell battery packs. Voltages were recorded and battery packs replaced, as necessary. Separate batteries provided back-up power to memory allowing primary batteries to be replaced without loss of data.

Clock synchronization: Field crews synchronized monitor clocks to master clocks.

Confirm depth and velocity readings: Field crews descended into meter manholes to manually measure depths and velocities and compare the meter readings to confirm that they agreed. The site met the criteria for confirmation for depth and velocity unless noted otherwise in the site commentary section. They also measured silt levels, if any, in the inverts of the pipes. Silt areas were subtracted from flow areas to compute true areas of flow.

Confirm average velocities through cross-sectional velocity profiles: Since ADS velocity sensors measure peak velocity, field crews collected cross-sectional velocity profiles in order to develop a relationship between peak and average velocity in lines that meet the hydraulic criteria.

Upload and Review Data: Data collected from the monitors were uploaded and reviewed by a Data Analyst for completeness, outliers and deviations in the flow patterns, which indicate system anomalies or equipment failure.

Rainfall Logging Equipment



The ***ADS RainAlert III*** monitor was selected for this project. This monitor provides rainfall data acquisition and intelligent alarming to support wastewater capital improvement.

The ADS RainAlert III monitor measures rainfall using a tipping bucket containing a funnel and a small tipping mechanism that can collect a specific amount of rainfall. Once the tipping mechanism is full it empties and records that a tip has occurred. Typically, each tip is equivalent to 0.01 inches (or 0.2mm) of rainfall. The monitor records the number of tips that occur over each 5-minute interval to calculate discrete rainfall amounts for each of those 5-minute intervals.

Installation

Installation of rainfall logging equipment typically proceeds in five steps. First, investigating and selecting the appropriate location to install the tipping bucket and monitor. Second, installing the Sun Shield involves properly placing the sun shield and securing it to an appropriate structure or surface, or mounting it to a pole, as applicable. Third, involves mounting the tipping bucket on the sun shield at the designated rainfall collection location and connecting the wires from the monitor to the tipping bucket. Fourth, involves testing and adjusting the tipping bucket and internal tipping mechanism to ensure it accurately measures rainfall amounts. The final step involves installing the monitor at the appropriate location.

Flow Quantification Methods

There are two main equations used to measure open channel flow: the ***Continuity Equation*** and the ***Manning Equation.*** The Continuity Equation, which is considered the most accurate, can be used if both depth of flow and velocity are available. In cases where velocity measurements are not available or not practical to obtain, the Manning Equation can be used to estimate velocity from the depth data based on certain physical characteristics of the pipe (i.e. the slope and roughness of the pipe being measured). However, the Manning equation assumes uniform, steady flow hydraulic conditions with non-varying roughness, which are typically invalid assumptions in most sanitary sewers. The Continuity Equation was used exclusively for this study.

Continuity Equation

The Continuity Equation states that the flow quantity (Q) is equal to the wetted area (A) multiplied by the average velocity (V) of the flow.

$$Q = A * V$$

This equation is applicable in a variety of conditions including backwater, surcharge, and reverse flow.

Data Analysis and Presentation

Data Analysis

A flow monitor is typically programmed to collect data at 5-minute intervals throughout the monitoring period. The monitor stores raw data consisting of (1) the ultrasonic depth, (2) the peak velocity and (3) the pressure depth. The data is imported into ADS's proprietary software and is examined by a data analyst to verify its integrity. The data analyst also reviews the daily field reports and site visit records to identify conditions that would affect the collected data.

Velocity profiles and the line confirmation data developed by the field personnel are reviewed by the data analyst to identify inconsistencies and verify data integrity. Velocity profiles are reviewed and an average to peak velocity ratio is calculated for the site. This ratio is used in converting the peak velocity measured by the sensor to the average velocity used in the Continuity equation. The data analyst selects which depth sensor entity will be used to calculate the final depth information. Silt levels present at each site visit are reviewed and representative silt levels established.

Occasionally the velocity sensor's performance may be compromised resulting in invalid readings sporadically during the monitoring period. This is generally caused by excessive debris (silt) blocking the sensor's crystals, shallow flows (~< 1") that may drop below the top of the sensor or very clear flows lacking the particles needed to measure rate. In order to use the Continuity equation to quantify the flow during these periods, a Data Analyst and/or Engineer will use the site's historical pipe curve (depth vs. velocity) data along with valid field confirmations to reconstitute and replace the false velocity recordings with expected velocity readings for a given historical depth along the curve.

Selections for the above parameters can be constant or can change during the monitoring period. While the data analysis process is described in a linear manner, it often requires an iterative approach to accurately complete.

Data Presentation

This type of flow monitoring project generates a large volume of data. To facilitate review of the data, results have been provided in graphical and tabular formats. The flow data is presented graphically in the form of scattergraphs and hydrographs.
Hydrographs are based on 15-minute data. Tables are provided in daily average format. These tables show the flow rate for each day, along with the daily minimum and maximums, the times they were observed, the total daily flow, and total flow for the month (or monitoring period). The following explanation of terms may aid in interpretation of the flow data table and hydrograph.

DFINAL - Final calculated depth measurement (in inches)

QFINAL - Final calculated flow rate (in MGD)

VFINAL - Final calculated flow velocity (in feet per second)

RAIN – Final calculated rainfall (in inches)

REPORT TOTAL - Total volume of flow recorded for the indicated time period (in MG)

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Site Commentary

SITE INFORMATION

Pipe	Circular (18 in H x 18 in W)
Silt	0.00 (in)

OBSERVATIONS

Average flow depth, velocity, and quantity data observed during **Friday, 17 January 2025 to Monday, 28 April 2025**, along with observed minimum and maximum data, are provided in the following table.

The site operated under freeflow conditions for the duration of the study. This location is downstream from FM10. A review of balancing shows no complications.

Observed Flow Conditions			
Item	**DFINAL (in)**	**VFINAL (ft/s)**	**QFINAL (MGD - Total MG)**
Average	3.24	4.07	0.620
Minimum	1.89	2.28	0.149
Maximum	7.69	6.35	2.889
Min Time	04/28/2025 1:40:00 AM	04/27/2025 2:20:00 AM	04/27/2025 2:00:00 AM
Max Time	02/23/2025 2:50:00 PM	02/24/2025 11:30:00 PM	02/23/2025 2:55:00 PM

Based upon the quality and consistency of the observed flow depth and velocity data, the Continuity equation was used to calculate flow rate and quantities during the monitoring period.

Values in the Observed Flow Conditions are based on the 5-minute average.

Values in the graphical reports are based on the one hour average.

Values in the tabular report are based on the 5-minute average.

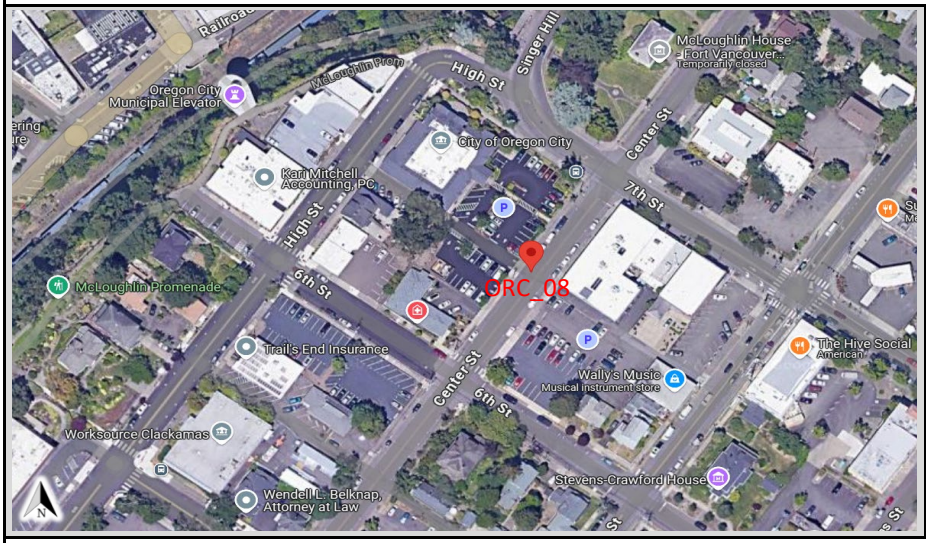
DATA UPTIME

Data uptime observed during **Friday, 17 January 2025 to Monday, 28 April 2025** is provided in the following table:

Percent Uptime	
DFINAL (in)	100
VFINAL (ft/s)	100
QFINAL (MGD - Total MG)	100

ORCity.Wallis.TFM.OR24		Site Name
Flow Monitoring Site Report	ADS ENVIRONMENTAL SERVICES®	ORC_08

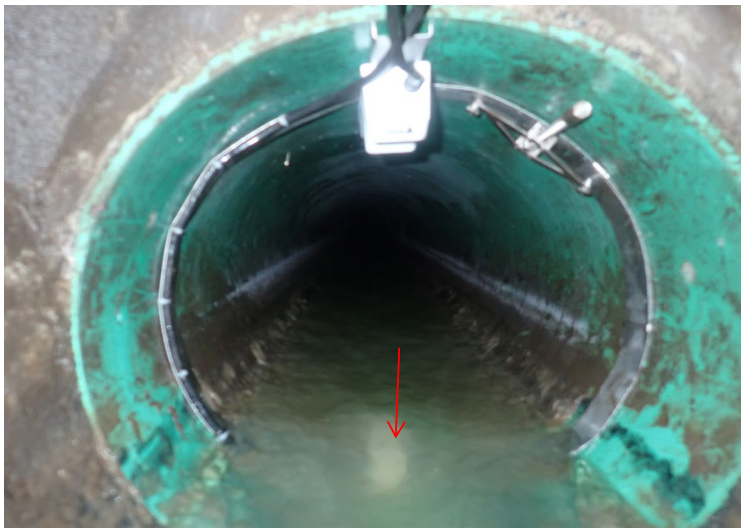
Site Address /Location:	625 Center St, Oregon City, OR 97045			Monitor Series	Location Type
				TRITON+	Temporary
Site Access Details:	On Road	Latitude:	45.356434	Pipe Size (H x W)	Pipe Shape
		Longitude:	-122.6063265	18.00 x 18.00	Circular



Manhole #	System Characteristics
8	Commercial
Access	Traffic
Drive	Medium







ADS Project Name:	ORCity.Wallis.TFM.OR24
ADS Project Number:	23119.11.325

Installation Information

Installation Date:	Installation Type:
Wednesday, January 15, 2025	Doppler Standard Ring and Crank
Monitoring Location (Sensors):	Monitor Location:
Upstream 0-5 FT	Manhole
Sensors / Devices:	Pressure Sensor Range (psi)
Peak Combo (CS4), Smart Depth (CS5)	0 - 5 psi

Installation Confirmation:

Time	
12:25:00 PM	
Depth of Flow (Wet DOF) (in)	
3.13	
CS58 Physical Offset (in)	Measurement Confidence (in)
2.38	0.38"
Peak Velocity (fps)	Velocity Sensor Offset (in)
4.31	N/A
Silt (in)	Silt Type
0	

Manhole / Pipe Information:

Manhole Depth (Approx. FT):	Manhole Configuration
12	Single
Manhole Material:	Manhole Condition:
Concrete	Good
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):
24	26
Manhole Cover	Manhole Frame
Steel	Normal
Active Connections	Air Quality:
No	Normal
Pipe Material	Pipe Condition:
PVC	Good

Communication Information:

Communication Type	Antenna Location
Wireless	Manhole Pick / Vent Hole

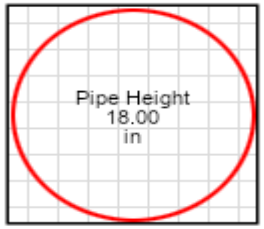
Additional Site Info. / Comments:

Hydrograph Report

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Flow Monitor

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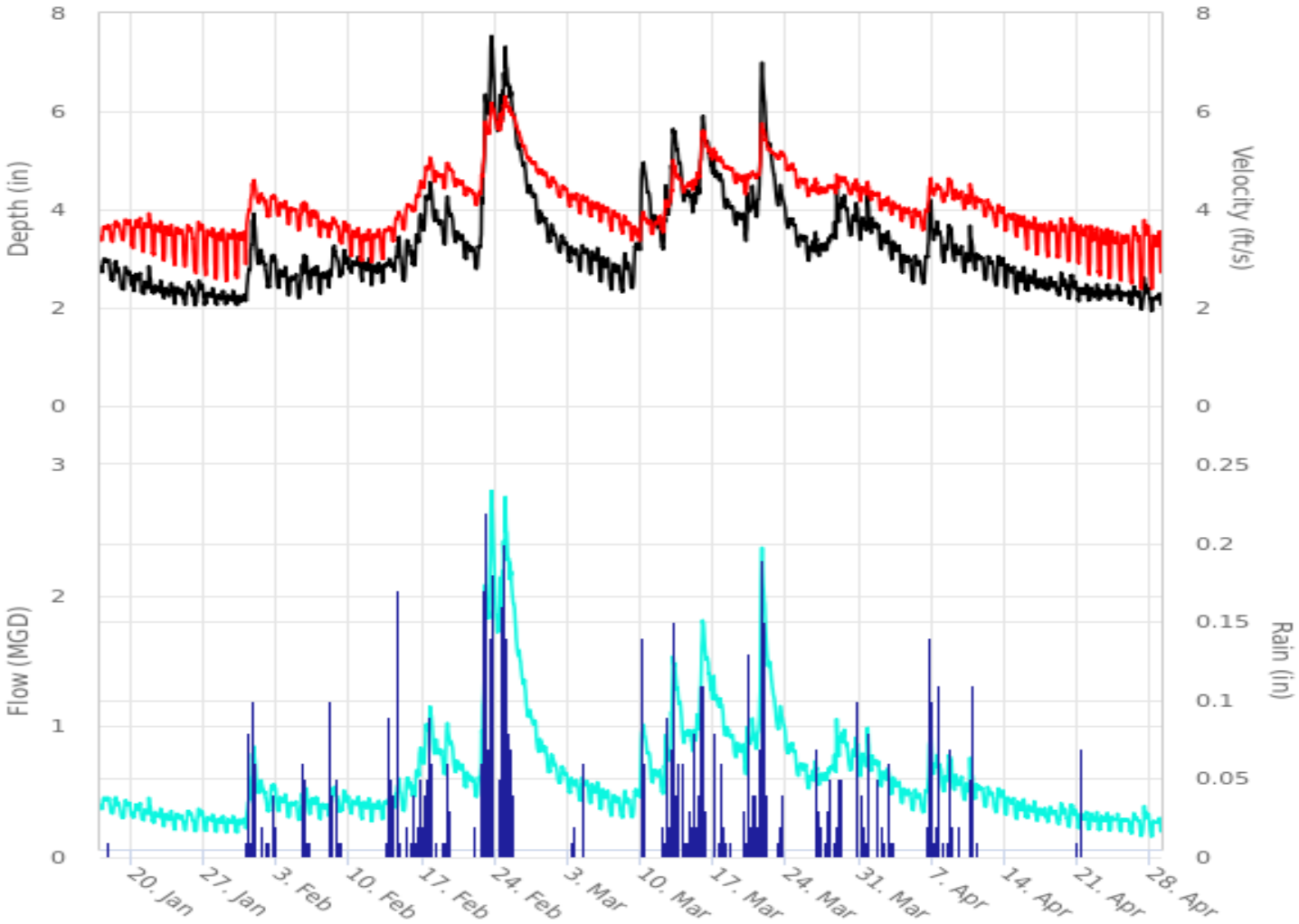


Report Period

01/17/2025
To
04/28/2025

Legend

DFINAL
Rain
VFINAL
QFINAL

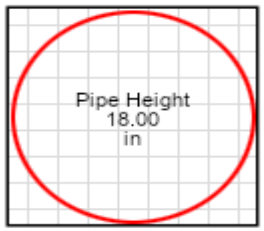


Scattergraph Report

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Flow Monitor

ORC_08

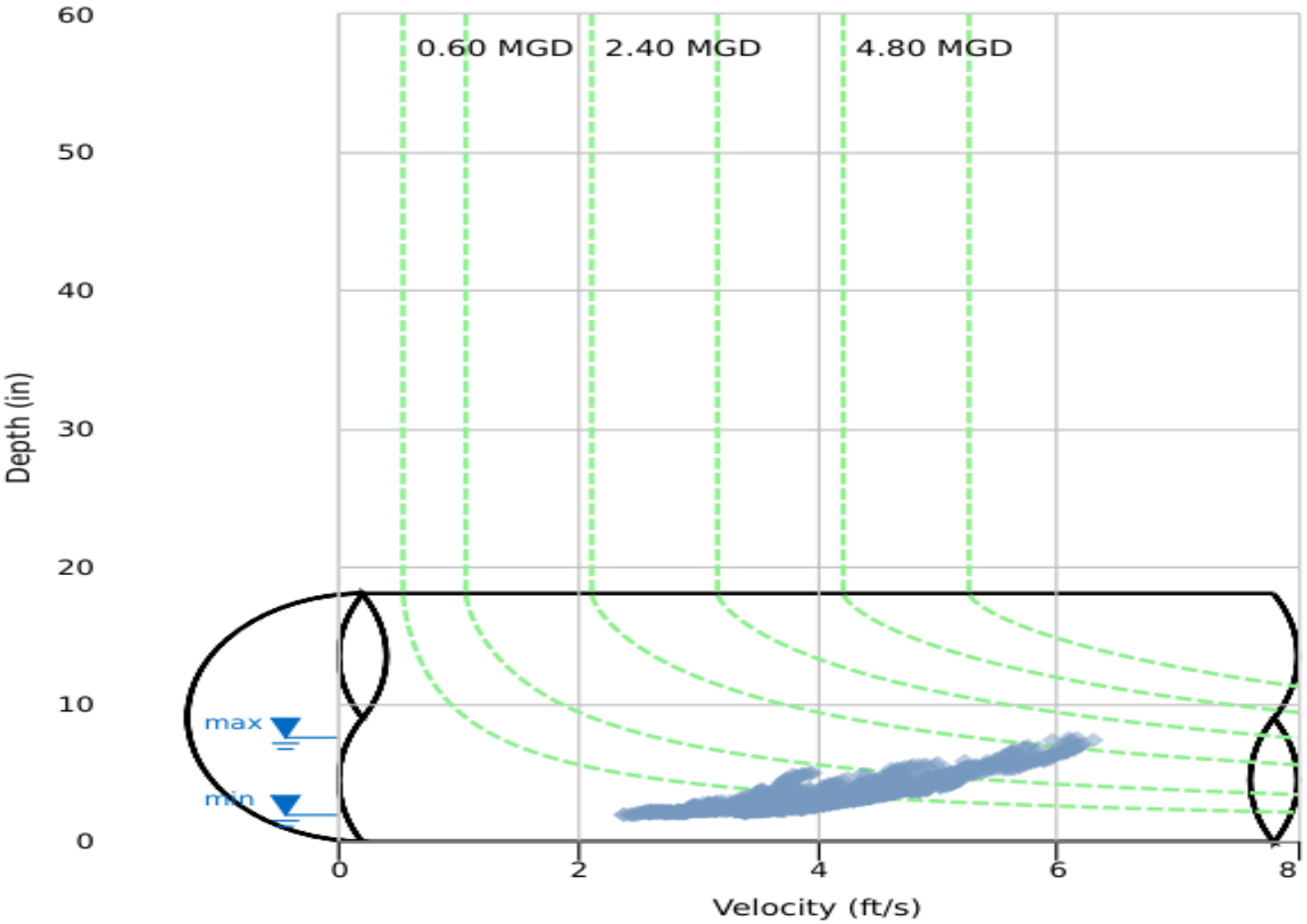


Report Period

01/17/2025
To
04/28/2025

Legend

- DFINAL - VFINAL
- Iso-Q™
- Min-Max Depth



Daily Tabular Report

01/17/2025 00:00 - 04/28/2025 23:59
ORC_08 Pipe: Circular (18 in H x 18 in W), Silt 0.00 in

	DFINAL (in)					VFINAL (ft/s)					QFINAL (MGD - Total MG)						Rain (in)
Date	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Total	Total
01/17/2025	23:30	2.69	20:00	3.10	2.89	04:20	3.33	20:00	3.76	3.57	04:20	0.360	20:00	0.493	0.423	0.423	0.01
01/18/2025	23:55	2.47	09:35	3.11	2.71	04:55	3.29	12:30	3.85	3.58	05:00	0.327	09:35	0.504	0.389	0.389	-
01/19/2025	07:25	2.34	10:30	3.00	2.59	23:40	3.27	10:30	3.90	3.62	06:00	0.290	10:30	0.488	0.368	0.368	-
01/20/2025	23:55	2.30	10:55	2.88	2.55	00:50	3.11	16:35	3.94	3.60	23:55	0.291	10:55	0.460	0.358	0.358	-
01/21/2025	05:45	2.23	16:10	2.92	2.47	02:15	3.05	16:00	4.06	3.58	05:25	0.271	16:00	0.489	0.339	0.339	-
01/22/2025	00:25	2.22	20:40	2.67	2.38	01:50	2.96	19:25	3.89	3.50	03:25	0.251	19:25	0.408	0.314	0.314	-
01/23/2025	03:35	2.14	20:40	2.69	2.35	05:00	2.79	20:40	3.89	3.45	03:10	0.226	20:40	0.416	0.304	0.304	-
01/24/2025	04:15	2.04	11:20	2.60	2.30	03:35	2.77	11:20	3.78	3.40	04:15	0.200	11:20	0.386	0.290	0.290	-
01/25/2025	04:50	2.04	09:45	2.66	2.32	03:10	2.80	09:50	3.83	3.36	04:40	0.202	09:50	0.401	0.292	0.292	-
01/26/2025	05:05	2.00	10:45	2.68	2.32	05:10	2.65	20:30	3.84	3.36	05:10	0.184	10:45	0.408	0.292	0.292	-
01/27/2025	01:05	2.02	20:40	2.48	2.24	03:25	2.55	08:45	3.79	3.33	01:05	0.193	20:40	0.356	0.273	0.273	-
01/28/2025	04:55	1.98	08:00	2.44	2.21	03:05	2.46	08:00	3.75	3.26	04:55	0.184	08:00	0.348	0.263	0.263	-
01/29/2025	01:35	2.00	18:30	2.49	2.20	03:40	2.43	07:40	3.78	3.25	03:40	0.172	18:30	0.360	0.260	0.260	-
01/30/2025	04:20	1.98	07:05	2.37	2.17	04:20	2.48	16:20	3.80	3.23	04:20	0.169	07:05	0.334	0.253	0.253	-
01/31/2025	00:25	2.08	18:55	4.00	3.08	00:30	2.77	19:20	4.67	4.11	00:15	0.206	19:20	0.880	0.551	0.551	0.87
02/01/2025	23:55	2.61	00:00	3.34	2.97	18:15	3.95	12:25	4.37	4.21	23:55	0.414	00:00	0.632	0.520	0.520	0.03
02/02/2025	03:50	2.39	13:05	3.23	2.78	03:50	3.79	21:30	4.39	4.10	03:50	0.340	13:05	0.602	0.462	0.462	0.09
02/03/2025	03:50	2.37	19:35	2.95	2.64	03:55	3.81	19:35	4.26	4.04	03:50	0.341	19:35	0.521	0.421	0.421	-
02/04/2025	04:05	2.23	20:30	2.91	2.52	03:10	3.64	12:25	4.14	3.92	03:10	0.296	20:30	0.491	0.381	0.381	-
02/05/2025	02:00	2.18	19:10	3.20	2.66	02:40	3.53	15:15	4.20	3.92	02:40	0.279	19:10	0.570	0.417	0.417	0.19
02/06/2025	03:55	2.37	18:25	2.99	2.66	23:55	3.48	20:25	4.03	3.84	04:00	0.322	18:25	0.495	0.406	0.406	0.01
02/07/2025	04:00	2.27	17:30	2.86	2.58	04:35	3.41	12:50	3.89	3.64	04:30	0.286	07:45	0.445	0.367	0.367	-
02/08/2025	01:00	2.37	12:30	3.45	2.93	00:15	3.38	09:00	4.09	3.68	01:00	0.302	12:30	0.591	0.448	0.448	0.25
02/09/2025	01:10	2.62	10:25	3.44	2.89	04:45	3.26	10:25	3.83	3.54	03:45	0.343	10:25	0.584	0.421	0.421	0.01
02/10/2025	04:20	2.65	20:05	3.16	2.88	03:30	2.98	20:05	3.76	3.42	04:20	0.319	20:05	0.508	0.404	0.404	-
02/11/2025	04:10	2.49	20:55	3.12	2.82	01:25	2.84	20:55	3.68	3.35	04:05	0.274	20:55	0.487	0.386	0.386	-
02/12/2025	02:35	2.41	19:10	3.06	2.75	02:55	2.85	19:10	3.69	3.36	02:35	0.263	19:10	0.476	0.372	0.372	-
02/13/2025	04:15	2.44	19:50	3.25	2.83	02:40	2.92	23:45	3.74	3.45	04:05	0.274	19:50	0.521	0.398	0.398	0.24
02/14/2025	07:20	2.69	18:05	3.68	3.03	03:35	3.26	17:10	4.00	3.71	07:15	0.368	18:05	0.669	0.474	0.474	0.30
02/15/2025	05:05	2.53	14:00	3.54	3.01	05:20	3.56	18:35	4.21	3.91	05:20	0.349	14:00	0.663	0.497	0.497	0.08
02/16/2025	01:20	2.77	19:05	4.02	3.36	01:25	3.88	19:05	4.64	4.24	01:25	0.435	19:05	0.883	0.631	0.631	0.32
02/17/2025	02:20	3.56	17:25	4.64	4.12	02:40	4.40	17:30	5.11	4.79	02:30	0.705	17:25	1.189	0.947	0.947	0.53
02/18/2025	23:45	3.43	07:35	4.09	3.77	04:55	4.49	07:35	4.84	4.67	23:45	0.690	07:35	0.944	0.812	0.812	0.03
02/19/2025	04:15	3.24	09:30	4.61	3.80	03:35	4.39	09:30	5.11	4.74	04:15	0.615	09:30	1.181	0.837	0.837	0.34
02/20/2025	23:55	3.09	06:40	3.64	3.43	23:55	4.36	08:10	4.67	4.54	23:55	0.571	06:40	0.766	0.689	0.689	-
02/21/2025	04:05	2.96	07:40	3.48	3.17	23:55	4.24	06:40	4.52	4.37	04:05	0.524	07:45	0.694	0.592	0.592	0.04
02/22/2025	04:30	2.76	23:55	6.08	3.62	04:25	4.06	23:55	5.76	4.47	04:25	0.451	23:55	1.957	0.764	0.764	0.95
02/23/2025	08:55	5.88	14:50	7.69	6.54	05:00	5.43	14:55	6.25	5.84	08:50	1.787	14:55	2.889	2.199	2.199	1.13
02/24/2025	05:05	5.55	23:20	7.41	6.11	04:25	5.48	23:30	6.35	5.87	10:25	1.677	23:30	2.805	2.012	2.012	1.03
02/25/2025	23:50	5.54	00:00	7.19	6.28	17:55	5.65	01:45	6.24	5.99	23:50	1.701	00:00	2.614	2.128	2.128	0.33
02/26/2025	23:50	4.52	00:00	5.55	5.08	23:35	5.08	00:00	5.73	5.42	23:50	1.142	00:00	1.717	1.438	1.438	-
02/27/2025	23:55	3.90	00:20	4.58	4.33	10:55	4.70	00:00	5.18	4.98	23:55	0.874	00:20	1.181	1.053	1.053	-
02/28/2025	23:55	3.51	06:55	4.06	3.80	23:55	4.55	10:10	4.87	4.75	23:55	0.714	07:00	0.928	0.834	0.834	-
03/01/2025	23:25	3.21	11:40	3.82	3.48	04:40	4.30	14:00	4.72	4.54	23:25	0.606	11:40	0.832	0.703	0.703	-
03/02/2025	23:55	3.05	10:05	3.59	3.27	03:00	4.20	10:05	4.57	4.37	23:55	0.539	10:05	0.740	0.620	0.620	-
03/03/2025	04:20	2.90	07:10	3.34	3.10	03:55	4.03	07:05	4.40	4.21	04:20	0.482	07:10	0.638	0.552	0.552	0.06
03/04/2025	03:30	2.70	09:35	3.34	3.06	03:00	3.89	20:55	4.37	4.14	03:20	0.418	09:35	0.627	0.533	0.533	0.10
03/05/2025	04:10	2.66	19:30	3.29	2.97	05:30	3.79	11:00	4.26	4.03	02:50	0.400	19:30	0.590	0.497	0.497	-
03/06/2025	04:50	2.52	07:50	3.14	2.83	23:10	3.64	16:55	4.18	3.94	04:40	0.362	07:50	0.552	0.453	0.453	-
03/07/2025	03:45	2.33	18:30	3.03	2.71	03:55	3.48	21:30	4.04	3.81	03:55	0.306	18:30	0.509	0.413	0.413	-
03/08/2025	05:40	2.29	10:00	3.22	2.74	18:00	3.45	11:15	3.92	3.70	05:40	0.293	11:20	0.530	0.408	0.408	-
03/09/2025	03:15	2.38	23:55	3.94	2.98	21:55	3.31	08:55	3.72	3.50	03:55	0.299	23:55	0.684	0.437	0.437	0.08
03/10/2025	23:50	3.70	06:30	5.07	4.51	23:40	3.25	06:30	4.03	3.79	23:40	0.559	06:30	1.062	0.851	0.851	0.58
03/11/2025	23:45	3.28	09:20	4.00	3.68	02:50	3.44	19:20	3.93	3.70	23:30	0.512	09:20	0.727	0.622	0.622	0.02
03/12/2025	03:55	3.17	22:25	5.06	3.95	02:00	3.41	22:25	4.48	4.00	04:05	0.469	22:25	1.177	0.753	0.753	0.71
03/13/2025	23:55	4.34	02:15	5.72	5.15	23:55	4.42	02:25	5.07	4.70	23:55	0.938	02:15	1.579	1.275	1.275	0.55
03/14/2025	23:55	3.88	14:00	4.46	4.25	04:50	4.32	14:05	4.61	4.46	23:55	0.789	14:00	1.015	0.920	0.920	0.14
03/15/2025	00:05	3.88	23:15	5.97	4.67	00:00	4.34	22:50	5.67	4.82	00:00	0.785	22:50	1.855	1.152	1.152	0.86
03/16/2025	22:25	4.70	00:05	5.83	5.20	20:30	4.98	00:35	5.64	5.25	20:45	1.191	00:05	1.803	1.441	1.441	0.22
03/17/2025	23:55	4.14	00:00	5.23	4.64	16:15	4.81	00:15	5.35	5.04	23:55	0.956	00:05	1.462	1.177	1.177	0.26
03/18/2025	23:55	3.74	06:25	4.25	4.06	23:55	4.57	07:40	4.94	4.82	23:55	0.785	06:40	1.007	0.932	0.932	0.02
03/19/2025	23:50	3.51	06:55	3.98	3.82	23:50	4.34	06:45	4.78	4.61	23:50	0.680	06:50	0.893	0.815	0.815	0.08
03/20/2025	02:40	3.31	17:25	4.53	3.99	01:40	4.28	17:15	4.83	4.62	02:40	0.621	17:15	1.086	0.874	0.874	0.36
03/21/2025	02:25	3.81	15:25	7.05	5.30	06:45	4.57	15:20	5.82	5.15	02:25	0.810	15:20	2.406	1.498	1.498	1.03
03/22/2025	23:55	4.30	00:00	5.76	5.07	18:15	5.02	00:25	5.45	5.21	23:55	1.057	00:05	1.715	1.378	1.378	0.01
03/23/2025	23:45	3.72	09:25	4.55	4.17	23:50	4.79	11:05	5.22	5.08	23:45	0.819	09:25	1.180	1.019	1.019	0.10
03/24/2025	23:45	3.34	13:25	3.86	3.69	23:40	4.49	13:20	4.99	4.81	23:40	0.655	13:25	0.890	0.811	0.811	-
03/25/2025	23:35	3.08	07:55	3.53	3.37	23:50	4.35	08:10	4.68	4.54	23:50	0.566	07:55	0.738	0.673	0.673	-
03/26/2025	03:15	2.94	19:20	3.78	3.19	01:20	4.22	19:35	4.77	4.41	03:10	0.516	19:20	0.821	0.606	0.606	0.14
03/27/2025	03:20	3.02	07:45	3.38	3.20	22:10	4.21	06:25	4.52	4.39	03:20	0.546	07:45	0.666	0.604	0.604	0.14
03/28/2025	00:45	3.28	19:30	5.18	3.60	17:20	4.17	19:30	4.95	4.48	00:45	0.629	19:30	1.347	0.733	0.733	0.20
03/29/2025	23:55	3.60	13:05	4.76	4.03	23:55	4.35	13:05	4.79	4.57	23:55	0.709	13:05	1.157	0.875	0.875	0.12

	DFINAL (in)					VFINAL (ft/s)					QFINAL (MGD - Total MG)						Rain (in)
Date	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Total	Total
03/30/2025	03:55	3.43	16:40	4.19	3.76	17:40	4.09	16:00	4.66	4.43	23:40	0.643	16:40	0.935	0.768	0.768	0.18
03/31/2025	03:00	3.36	18:25	4.74	3.74	02:50	4.04	19:05	4.63	4.37	02:50	0.598	18:25	1.110	0.754	0.754	0.16
04/01/2025	23:40	3.22	14:00	4.09	3.62	23:35	3.94	14:05	4.42	4.27	23:40	0.551	14:00	0.861	0.700	0.700	0.06
04/02/2025	23:35	3.06	18:50	3.70	3.35	23:30	3.91	09:10	4.31	4.11	23:35	0.505	18:50	0.716	0.604	0.604	0.11
04/03/2025	23:40	2.82	06:45	3.42	3.15	15:35	3.69	06:05	4.23	4.02	23:50	0.435	06:00	0.636	0.542	0.542	0.01
04/04/2025	03:30	2.69	07:55	3.20	2.93	02:55	3.70	06:25	4.10	3.92	02:55	0.398	06:25	0.559	0.475	0.475	-
04/05/2025	04:10	2.52	08:50	3.16	2.82	04:15	3.59	08:50	4.14	3.84	04:15	0.349	08:50	0.558	0.440	0.440	-
04/06/2025	02:55	2.47	21:35	4.27	3.21	02:40	3.52	21:35	4.67	4.05	02:40	0.335	21:35	0.968	0.579	0.579	0.68
04/07/2025	23:55	3.01	10:50	3.98	3.48	23:40	4.19	10:55	4.60	4.39	23:50	0.529	10:55	0.863	0.680	0.680	0.20
04/08/2025	02:30	2.89	14:45	3.79	3.31	01:25	4.10	14:45	4.70	4.39	02:30	0.491	14:45	0.822	0.636	0.636	0.24
04/09/2025	23:45	2.81	06:50	3.39	3.12	23:40	4.05	06:45	4.48	4.28	23:50	0.463	06:50	0.666	0.566	0.566	0.02
04/10/2025	03:20	2.69	15:05	4.32	3.07	01:25	3.92	15:10	4.66	4.23	02:45	0.424	15:05	0.976	0.551	0.551	0.23
04/11/2025	23:55	2.67	07:55	3.23	2.96	23:45	3.89	07:55	4.35	4.14	23:45	0.412	07:55	0.606	0.508	0.508	0.02
04/12/2025	03:45	2.55	08:35	3.17	2.82	20:55	3.57	08:35	4.31	3.99	03:45	0.377	08:35	0.584	0.459	0.459	-
04/13/2025	02:20	2.45	09:25	3.20	2.78	02:55	3.58	09:30	4.17	3.89	02:55	0.337	09:25	0.571	0.438	0.438	-
04/14/2025	23:35	2.38	18:00	2.99	2.68	23:35	3.50	11:25	4.04	3.79	23:35	0.313	18:00	0.499	0.406	0.406	-
04/15/2025	03:05	2.28	19:15	2.97	2.57	03:20	3.38	19:15	3.98	3.68	03:20	0.284	19:15	0.490	0.370	0.370	-
04/16/2025	04:25	2.31	19:50	2.86	2.56	23:30	2.96	19:50	3.92	3.59	03:55	0.284	19:50	0.458	0.359	0.359	-
04/17/2025	05:00	2.33	19:55	2.72	2.49	02:45	3.00	18:20	3.83	3.53	03:10	0.271	19:55	0.412	0.338	0.338	-
04/18/2025	22:55	2.28	07:55	2.73	2.46	03:35	2.80	07:55	3.84	3.52	03:35	0.240	07:55	0.420	0.331	0.331	-
04/19/2025	04:00	2.21	09:50	2.87	2.46	01:15	2.95	09:50	3.88	3.47	04:00	0.240	09:50	0.456	0.328	0.328	-
04/20/2025	05:00	2.16	10:20	2.80	2.43	02:55	2.76	10:20	3.91	3.47	02:55	0.219	10:20	0.442	0.322	0.322	0.01
04/21/2025	23:35	2.07	22:40	2.56	2.32	23:25	2.76	19:25	3.79	3.39	23:35	0.201	19:25	0.375	0.293	0.293	0.11
04/22/2025	00:10	2.07	20:05	2.58	2.29	02:05	2.59	20:00	3.76	3.31	00:10	0.199	20:05	0.375	0.281	0.281	-
04/23/2025	00:50	2.10	22:00	2.63	2.29	02:25	2.40	20:40	3.68	3.28	02:25	0.188	20:45	0.358	0.279	0.279	-
04/24/2025	01:45	2.09	13:30	2.59	2.30	03:15	2.43	06:05	3.78	3.23	00:35	0.186	19:20	0.350	0.275	0.275	-
04/25/2025	03:05	2.09	14:20	2.47	2.25	03:50	2.44	19:15	3.58	3.22	03:05	0.185	19:15	0.310	0.266	0.266	-
04/26/2025	04:10	1.96	11:00	2.56	2.24	04:00	2.30	11:00	3.82	3.22	04:00	0.158	11:00	0.380	0.266	0.266	-
04/27/2025	01:55	1.90	09:15	3.09	2.24	02:20	2.28	09:15	4.09	3.21	02:00	0.149	09:15	0.534	0.269	0.269	-
04/28/2025	01:40	1.89	15:20	2.40	2.16	01:55	2.28	19:15	3.67	3.16	02:40	0.152	19:15	0.324	0.248	0.247	-

01/17/2025 00:00 - 04/28/2025 23:59

	DFINAL (in)	VFINAL (ft/s)	QFINAL (MGD - Total MG)	Rain (in)
Total			63.239	14.59
Average	3.24	4.07	0.620	

ORC_10

Site Commentary

SITE INFORMATION

Pipe	Circular (10 in H x 10 in W)
Silt	0.00 (in)

OBSERVATIONS

Average flow depth, velocity, and quantity data observed during **Friday, 17 January 2025 to Monday, 28 April 2025**, along with observed minimum and maximum data, are provided in the following table.

The site operated under freeflow conditions for the duration of the study. This location is upstream from FM08. A review of balancing shows no complications.

Observed Flow Conditions			
Item	**DFINAL (in)**	**VFINAL (ft/s)**	**QFINAL (MGD - Total MG)**
Average	2.20	4.53	0.271
Minimum	1.32	1.97	0.075
Maximum	4.03	7.14	0.941
Min Time	01/30/2025 2:35:00 PM	01/27/2025 2:10:00 AM	01/27/2025 3:05:00 AM
Max Time	02/23/2025 4:45:00 PM	02/25/2025 12:20:00 AM	02/23/2025 4:45:00 PM

Based upon the quality and consistency of the observed flow depth and velocity data, the Continuity equation was used to calculate flow rate and quantities during the monitoring period.

Values in the Observed Flow Conditions are based on the 5-minute average.

Values in the graphical reports are based on the one hour average.

Values in the tabular report are based on the 5-minute average.

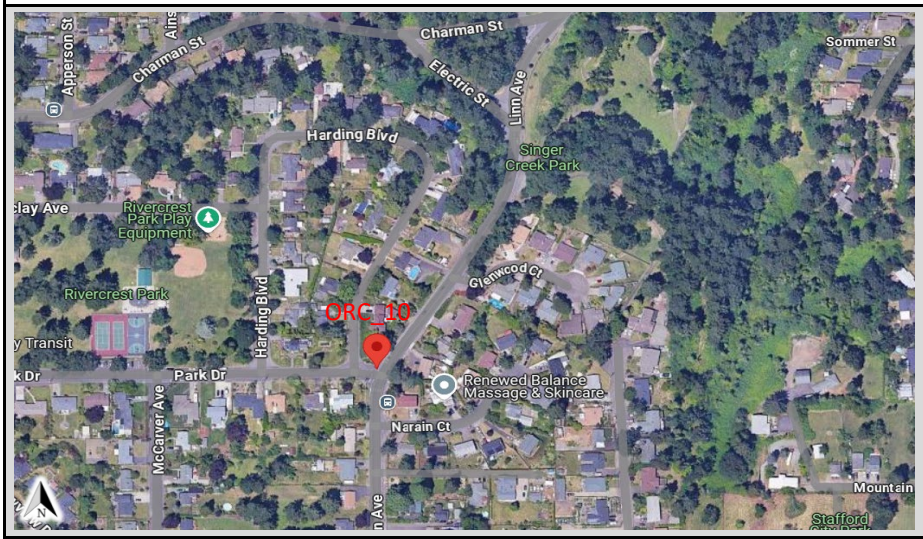
DATA UPTIME

Data uptime observed during **Friday, 17 January 2025 to Monday, 28 April 2025** is provided in the following table:

Percent Uptime	
DFINAL (in)	100
VFINAL (ft/s)	100
QFINAL (MGD - Total MG)	100

ORCity.Wallis.TFM.OR24		Site Name
Flow Monitoring Site Report	ADS ENVIRONMENTAL SERVICES®	ORC_10

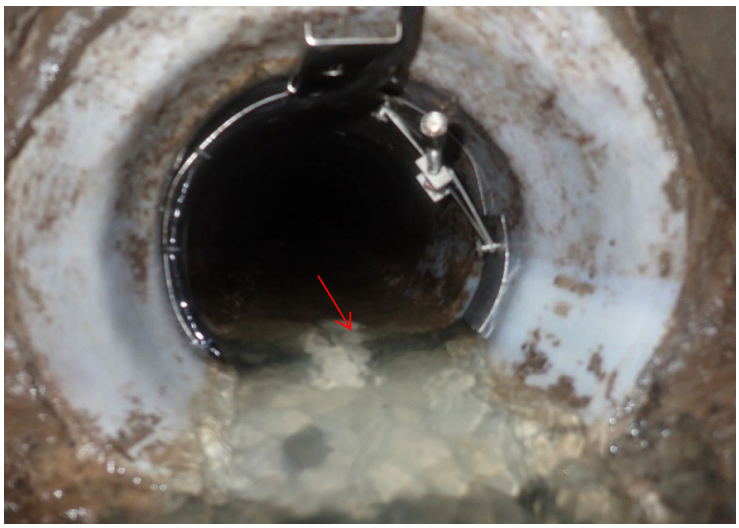
Site Address /Location:	781 Linn Ave, Oregon City, OR 97045			Monitor Series	Location Type
				TRITON+	Temporary
Site Access Details:	On Road	Latitude:	45.3445061	Pipe Size (H x W)	Pipe Shape
		Longitude:	-122.6050458	10.00 x 10.00	Circular



Manhole #	System Characteristics
10	Commercial
Access	Traffic
Drive	Medium







ADS Project Name:	ORCity.Wallis.TFM.OR24
ADS Project Number:	23119.11.325

Installation Information

Installation Date:	Installation Type:
Wednesday, January 15, 2025	Doppler Standard Ring and Crank
Monitoring Location (Sensors):	Monitor Location:
Upstream 0-5 FT	Manhole
Sensors / Devices:	Pressure Sensor Range (psi)
Peak Combo (CS4)	0 - 5 psi

Installation Confirmation:

Time	
2:44:00 PM	
Depth of Flow (Wet DOF) (in)	
2.00	
CS58 Physical Offset (in)	Measurement Confidence (in)
N/A	0.25"
Peak Velocity (fps)	Velocity Sensor Offset (in)
4.76	N/A
Silt (in)	Silt Type
0	

Manhole / Pipe Information:

Manhole Depth (Approx. FT):	Manhole Configuration
0	Single
Manhole Material:	Manhole Condition:
Concrete	Good
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):
24	26
Manhole Cover	Manhole Frame
Steel	Normal
Active Connections	Air Quality:
No	Normal
Pipe Material	Pipe Condition:
Relined Plastic	Good

Communication Information:

Communication Type	Antenna Location
Wireless	Manhole Pick / Vent Hole

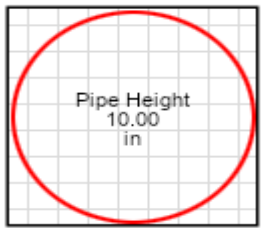
Additional Site Info. / Comments:

Hydrograph Report

ORC_10

Flow Monitor

ORC_10



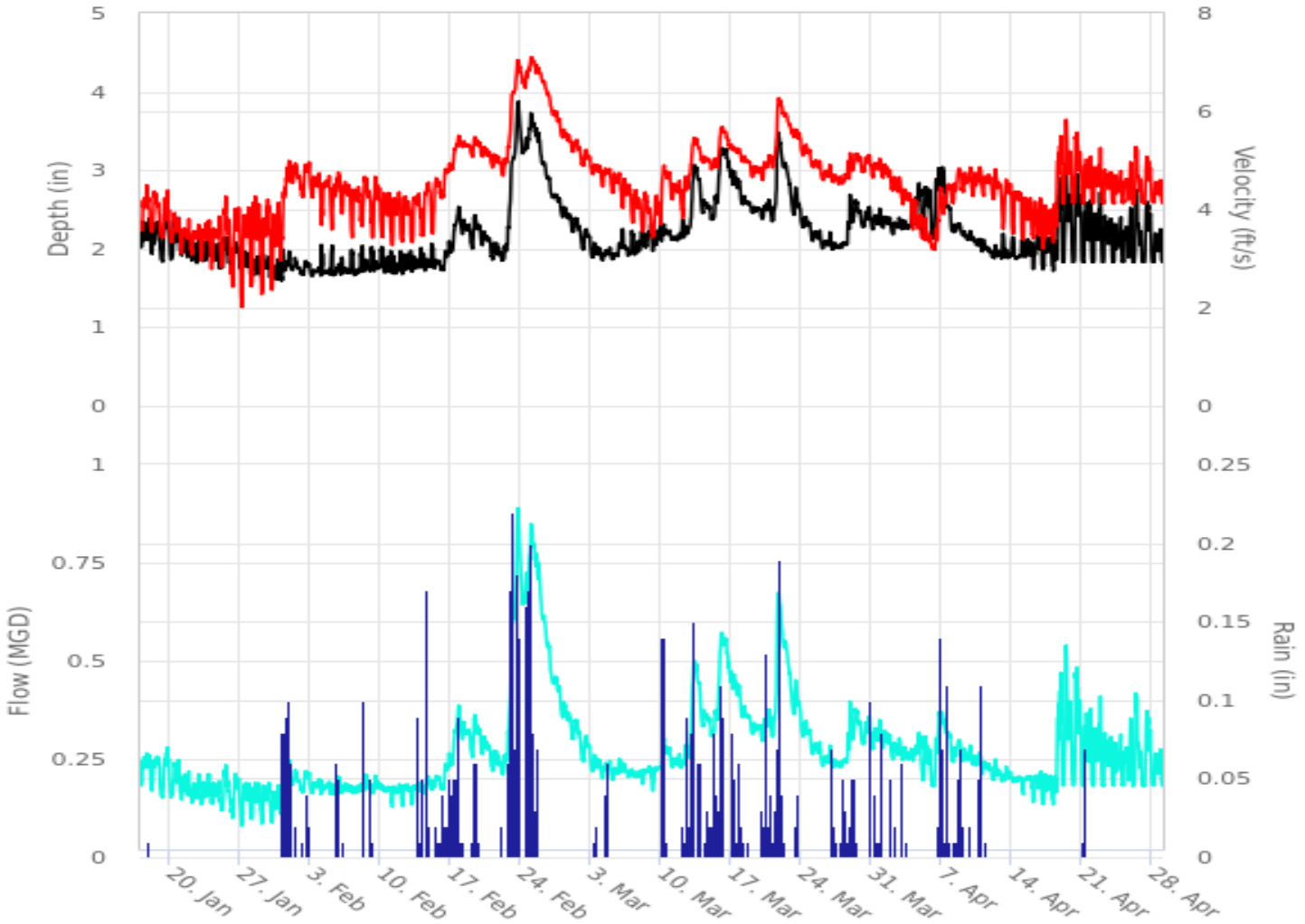
Report Period

01/17/2025
To
04/28/2025

Legend

DFINAL
Rain
VFINAL
QFINAL

ADS ENVIRONMENTAL SERVICES

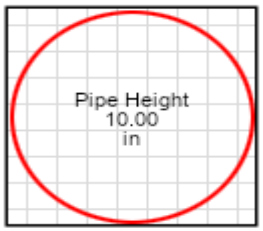


Scattergraph Report

ORC_10

Flow Monitor

ORC_10



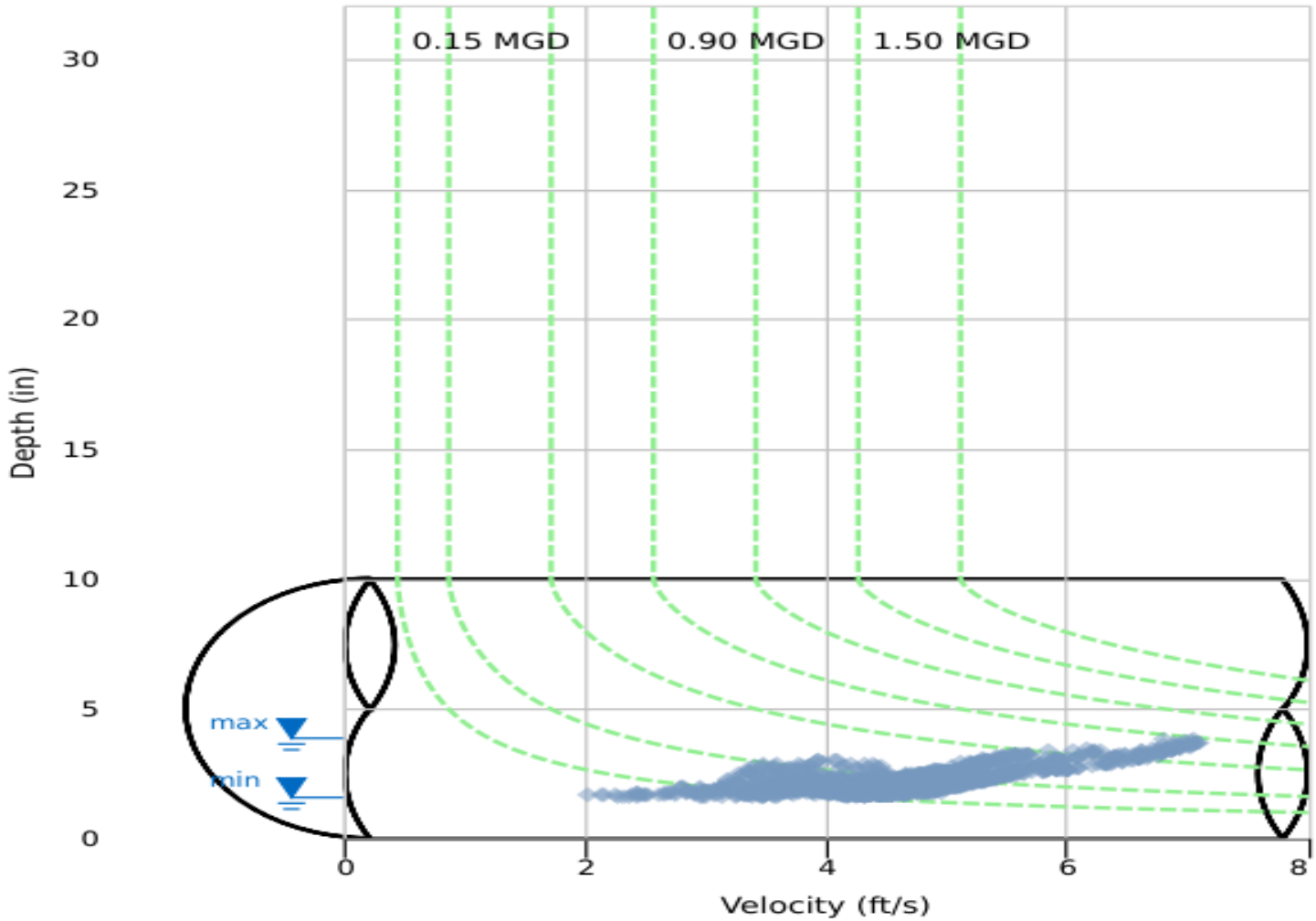
Report Period

01/17/2025
To
04/28/2025

Legend

- DFINAL - VFINAL
- Iso-Q™
- Min-Max Depth

ADS ENVIRONMENTAL SERVICES



Daily Tabular Report

01/17/2025 00:00 - 04/28/2025 23:59
ORC_10 Pipe: Circular (10 in H x 10 in W), Silt 0.00 in

	DFINAL (in)					VFINAL (ft/s)					QFINAL (MGD - Total MG)						Rain (in)
Date	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Total	Total
01/17/2025	03:35	1.98	08:10	2.51	2.21	04:20	3.49	15:35	5.57	4.02	03:35	0.174	15:35	0.363	0.233	0.233	0.01
01/18/2025	03:25	1.87	17:00	2.48	2.16	03:25	3.51	14:50	4.98	3.94	03:25	0.160	14:55	0.328	0.222	0.222	-
01/19/2025	05:25	1.80	18:55	2.52	2.14	04:40	3.31	17:35	4.92	3.79	04:40	0.146	17:35	0.324	0.213	0.213	-
01/20/2025	02:55	1.82	10:00	2.57	2.12	04:20	3.25	10:40	4.75	3.59	00:55	0.147	10:40	0.328	0.197	0.197	-
01/21/2025	17:10	1.83	09:55	2.54	2.05	04:00	2.99	20:00	4.33	3.45	04:10	0.139	09:55	0.265	0.180	0.180	-
01/22/2025	15:25	1.78	19:15	2.39	1.96	00:20	3.03	19:20	4.02	3.42	03:20	0.131	19:20	0.256	0.167	0.167	-
01/23/2025	04:20	1.77	17:40	2.46	1.96	03:50	2.75	12:20	4.82	3.41	04:25	0.122	12:20	0.268	0.167	0.167	-
01/24/2025	16:30	1.68	18:55	2.35	1.94	01:55	2.63	21:10	5.32	3.36	03:55	0.126	21:10	0.291	0.161	0.161	-
01/25/2025	21:50	1.70	09:35	2.30	1.94	01:35	2.65	12:30	4.82	3.45	05:40	0.113	12:30	0.287	0.168	0.168	-
01/26/2025	22:45	1.67	12:55	2.24	1.91	01:55	2.28	19:35	4.69	3.38	05:15	0.094	19:35	0.266	0.161	0.161	-
01/27/2025	23:40	1.56	11:40	2.11	1.82	02:10	1.97	13:50	4.69	3.31	03:05	0.075	13:50	0.239	0.148	0.148	-
01/28/2025	23:05	1.56	07:15	2.09	1.78	00:35	2.24	11:15	5.16	3.47	00:35	0.088	10:55	0.246	0.149	0.149	-
01/29/2025	15:30	1.51	16:40	2.06	1.75	02:35	2.12	16:55	5.23	3.47	02:35	0.076	14:45	0.269	0.146	0.146	-
01/30/2025	14:35	1.32	20:10	2.04	1.71	03:25	2.14	11:00	4.97	3.34	03:25	0.078	09:20	0.236	0.135	0.135	-
01/31/2025	01:15	1.47	20:40	2.64	1.79	00:30	2.60	20:40	5.60	4.30	01:00	0.097	20:40	0.417	0.185	0.185	0.87
02/01/2025	23:45	1.68	10:10	1.94	1.78	10:00	4.36	11:35	5.05	4.69	23:45	0.171	12:30	0.241	0.199	0.199	0.03
02/02/2025	04:05	1.64	20:20	1.96	1.75	04:35	4.16	19:45	5.13	4.65	03:55	0.162	20:20	0.244	0.194	0.194	0.09
02/03/2025	02:30	1.64	20:35	1.90	1.70	06:40	4.14	20:35	4.95	4.49	04:25	0.159	20:35	0.231	0.179	0.179	-
02/04/2025	00:45	1.63	04:00	2.40	1.74	02:50	3.33	20:45	4.84	4.35	00:45	0.156	04:00	0.221	0.178	0.178	-
02/05/2025	05:40	1.62	02:40	2.31	1.76	02:15	3.32	19:05	4.88	4.34	05:40	0.155	02:40	0.220	0.181	0.181	0.19
02/06/2025	00:40	1.65	04:00	2.13	1.73	03:50	3.63	10:55	4.79	4.32	00:50	0.158	10:55	0.206	0.176	0.176	0.01
02/07/2025	15:10	1.65	05:10	2.08	1.77	04:00	3.37	18:15	4.59	4.11	14:50	0.156	00:10	0.210	0.172	0.172	-
02/08/2025	07:40	1.69	01:25	2.17	1.81	00:05	3.42	09:25	4.75	4.24	06:30	0.162	14:35	0.218	0.184	0.184	0.25
02/09/2025	08:00	1.70	23:40	2.18	1.84	03:55	3.30	11:35	4.76	4.11	05:05	0.145	11:35	0.222	0.183	0.183	0.01
02/10/2025	21:00	1.65	02:20	2.12	1.82	04:20	3.33	20:05	4.59	4.00	10:55	0.155	20:05	0.205	0.174	0.174	-
02/11/2025	12:00	1.62	22:30	2.07	1.79	02:55	3.08	06:45	4.55	3.90	03:15	0.123	22:05	0.202	0.166	0.166	-
02/12/2025	03:55	1.58	08:25	2.19	1.81	03:45	3.29	07:00	4.45	3.88	04:00	0.120	08:25	0.210	0.169	0.169	-
02/13/2025	02:00	1.64	21:05	2.18	1.80	03:20	3.22	19:30	4.53	3.95	02:00	0.126	21:05	0.219	0.171	0.171	0.24
02/14/2025	09:05	1.68	07:10	2.14	1.85	02:05	3.31	19:15	4.62	4.09	05:55	0.141	16:15	0.217	0.183	0.183	0.30
02/15/2025	00:40	1.70	01:15	2.20	1.86	04:30	3.36	19:45	4.92	4.24	00:40	0.162	19:45	0.256	0.191	0.191	0.08
02/16/2025	00:35	1.71	19:40	2.14	1.88	01:15	4.06	20:25	4.97	4.64	00:40	0.167	19:50	0.272	0.215	0.215	0.32
02/17/2025	00:05	1.93	20:05	2.64	2.27	02:25	4.75	20:05	5.59	5.21	00:05	0.228	20:05	0.416	0.316	0.316	0.53
02/18/2025	23:40	2.05	07:05	2.42	2.25	17:25	5.06	07:10	5.48	5.30	23:40	0.267	07:05	0.360	0.314	0.314	0.03
02/19/2025	03:35	1.98	09:20	2.47	2.24	03:35	5.04	09:15	5.54	5.31	03:35	0.249	09:15	0.374	0.315	0.315	0.34
02/20/2025	23:55	1.91	07:05	2.26	2.12	23:00	4.95	07:10	5.33	5.15	23:55	0.234	07:05	0.319	0.281	0.281	-
02/21/2025	04:50	1.84	13:15	2.12	1.97	03:15	4.81	10:30	5.17	4.99	03:15	0.216	13:15	0.280	0.245	0.245	0.04
02/22/2025	03:15	1.83	23:55	2.94	2.11	04:10	4.65	23:40	6.00	5.07	05:05	0.208	23:55	0.514	0.280	0.280	0.95
02/23/2025	00:10	2.93	16:45	4.03	3.41	00:00	5.95	17:10	7.10	6.63	00:00	0.512	16:45	0.941	0.709	0.709	1.13
02/24/2025	05:05	3.14	23:15	3.78	3.36	10:55	6.03	23:25	7.14	6.74	10:55	0.619	23:15	0.866	0.702	0.702	1.03
02/25/2025	23:25	3.15	00:20	3.78	3.48	12:10	6.26	00:20	7.14	6.91	23:25	0.641	00:20	0.872	0.755	0.755	0.33
02/26/2025	23:55	2.68	00:00	3.23	2.97	23:40	6.04	00:00	6.76	6.44	23:55	0.460	00:00	0.666	0.566	0.566	-
02/27/2025	23:50	2.45	00:00	2.75	2.64	23:50	5.51	00:10	6.14	5.89	23:50	0.369	00:10	0.476	0.438	0.438	-
02/28/2025	22:55	2.31	09:25	2.57	2.44	23:00	5.31	18:30	5.78	5.49	22:45	0.329	07:10	0.404	0.365	0.365	-
03/01/2025	23:55	2.11	12:50	2.45	2.28	23:20	5.02	12:40	5.52	5.26	23:55	0.273	12:50	0.365	0.320	0.320	-
03/02/2025	23:35	1.94	12:30	2.31	2.12	23:35	4.80	12:30	5.38	5.02	23:35	0.230	12:30	0.331	0.274	0.274	-
03/03/2025	23:50	1.86	07:10	2.18	1.96	23:50	4.56	14:25	5.04	4.81	23:50	0.207	07:10	0.285	0.234	0.234	0.06
03/04/2025	03:50	1.84	20:40	2.12	1.93	03:45	4.44	20:40	4.91	4.70	03:50	0.198	20:40	0.268	0.224	0.224	0.10
03/05/2025	02:50	1.84	19:50	2.09	1.94	01:50	4.29	07:05	4.84	4.53	02:50	0.192	19:30	0.256	0.219	0.219	-
03/06/2025	17:05	1.89	03:05	2.43	2.02	02:25	3.87	09:00	4.74	4.33	23:00	0.194	03:05	0.271	0.220	0.220	-
03/07/2025	07:30	1.90	16:00	2.31	2.05	23:55	3.66	09:35	4.56	4.09	07:30	0.197	22:55	0.239	0.212	0.212	-
03/08/2025	05:10	1.95	22:00	2.36	2.14	23:45	3.34	08:45	4.55	3.91	05:10	0.170	21:50	0.248	0.216	0.216	-
03/09/2025	03:35	1.85	15:35	2.39	2.15	05:10	3.38	12:55	4.46	3.86	03:35	0.153	19:25	0.250	0.215	0.215	0.08
03/10/2025	00:40	2.09	05:55	2.42	2.20	00:10	4.15	05:45	4.99	4.66	00:10	0.222	05:55	0.323	0.269	0.269	0.58
03/11/2025	14:05	2.08	23:45	2.23	2.14	23:45	4.02	19:40	4.72	4.36	23:20	0.222	19:40	0.275	0.241	0.241	0.02
03/12/2025	05:40	2.12	22:15	2.46	2.26	02:55	3.61	23:55	4.97	4.45	04:50	0.223	22:15	0.335	0.265	0.265	0.71
03/13/2025	00:00	2.46	06:15	3.11	2.88	00:00	5.01	06:05	5.53	5.29	00:00	0.337	06:10	0.516	0.445	0.445	0.55
03/14/2025	23:45	2.36	09:05	2.73	2.52	23:55	4.75	09:15	5.14	5.00	23:55	0.302	09:05	0.397	0.349	0.349	0.14
03/15/2025	00:00	2.35	23:30	3.31	2.71	00:00	4.76	22:05	5.71	5.06	00:00	0.300	23:45	0.576	0.394	0.394	0.86
03/16/2025	23:10	2.79	00:45	3.32	3.15	21:55	5.14	00:55	5.73	5.47	22:00	0.413	00:45	0.582	0.521	0.521	0.22
03/17/2025	23:30	2.57	13:40	3.09	2.84	23:35	4.97	00:00	5.39	5.21	23:55	0.359	13:40	0.493	0.431	0.431	0.26
03/18/2025	23:40	2.45	06:15	2.71	2.58	23:45	4.67	06:05	5.14	4.97	23:40	0.313	06:15	0.396	0.358	0.358	0.02
03/19/2025	23:55	2.38	18:10	2.59	2.49	03:05	4.60	08:40	5.00	4.78	23:55	0.300	18:10	0.357	0.328	0.328	0.08
03/20/2025	02:10	2.36	16:45	2.69	2.50	02:30	4.55	17:50	5.17	4.90	02:10	0.290	16:45	0.388	0.337	0.337	0.36
03/21/2025	02:35	2.33	13:25	3.55	2.92	02:50	4.82	16:55	6.32	5.57	02:35	0.302	15:50	0.699	0.489	0.489	1.03
03/22/2025	23:30	2.59	00:00	3.22	2.96	22:50	5.58	01:10	6.15	5.86	23:50	0.406	00:00	0.598	0.512	0.512	0.01
03/23/2025	23:35	2.31	09:35	2.92	2.54	23:55	5.19	10:55	5.72	5.51	23:35	0.319	09:35	0.488	0.390	0.390	0.10
03/24/2025	23:35	2.12	06:05	2.48	2.31	23:25	4.84	10:20	5.42	5.17	23:25	0.268	09:50	0.365	0.320	0.320	-
03/25/2025	23:45	2.02	19:10	2.29	2.16	23:25	4.64	10:45	5.19	4.91	23:45	0.238	10:45	0.311	0.275	0.275	-
03/26/2025	01:35	1.98	19:20	2.39	2.07	02:55	4.53	19:25	5.09	4.72	02:55	0.225	19:20	0.328	0.249	0.249	0.14
03/27/2025	13:50	1.97	06:10	2.14	2.03	15:55	4.33	06:10	4.82	4.61	15:55	0.219	06:10	0.267	0.236	0.236	0.14
03/28/2025	05:15	2.02	19:25	3.00	2.21	00:15	4.47	14:35	5.86	4.73	00:35	0.231	19:25	0.488	0.275	0.275	0.20
03/29/2025	23:50	2.30	08:15	2.66	2.47	01:30	4.71	08:40	5.23	4.99	01:30	0.291	08:30	0.391	0.338	0.338	0.12

	DFINAL (in)					VFINAL (ft/s)					QFINAL (MGD - Total MG)						Rain (in)
Date	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Total	Total
03/30/2025	02:25	2.26	16:05	2.61	2.39	03:45	4.71	16:05	5.20	4.93	23:45	0.283	16:05	0.381	0.319	0.319	0.18
03/31/2025	02:45	2.22	09:25	2.73	2.36	02:45	4.57	09:25	5.20	4.85	02:45	0.266	09:25	0.406	0.308	0.308	0.16
04/01/2025	23:30	2.19	18:50	2.48	2.33	23:30	4.38	06:10	5.00	4.72	23:30	0.250	18:55	0.334	0.295	0.295	0.06
04/02/2025	02:50	2.15	08:55	2.48	2.30	23:15	4.19	08:55	4.92	4.48	02:50	0.242	08:55	0.336	0.274	0.274	0.11
04/03/2025	16:35	2.22	22:20	2.67	2.31	23:45	3.62	06:40	4.70	4.24	03:30	0.243	06:40	0.324	0.261	0.261	0.01
04/04/2025	05:45	2.28	17:30	2.93	2.57	23:40	3.33	06:05	4.31	3.77	23:45	0.209	20:40	0.343	0.269	0.269	-
04/05/2025	02:45	2.15	19:15	3.06	2.50	06:05	3.10	08:40	4.13	3.44	03:55	0.185	09:15	0.353	0.238	0.238	-
04/06/2025	02:10	2.09	16:40	3.21	2.64	02:30	3.06	19:30	4.52	3.71	02:15	0.171	16:40	0.408	0.280	0.280	0.68
04/07/2025	23:35	2.20	00:55	3.11	2.64	08:30	3.77	14:55	4.60	4.27	23:35	0.242	00:55	0.378	0.317	0.317	0.20
04/08/2025	23:45	2.16	02:05	2.41	2.27	01:45	4.07	17:45	4.91	4.53	01:45	0.236	16:50	0.312	0.272	0.272	0.24
04/09/2025	13:30	2.10	05:55	2.27	2.16	02:30	4.32	20:00	4.95	4.59	23:45	0.235	20:00	0.296	0.258	0.258	0.02
04/10/2025	23:20	1.95	03:05	2.22	2.08	03:00	4.22	21:25	4.93	4.59	23:35	0.214	20:30	0.275	0.244	0.244	0.23
04/11/2025	23:50	1.88	02:45	2.27	2.00	03:20	4.17	15:25	4.83	4.55	23:55	0.201	08:45	0.256	0.228	0.228	0.02
04/12/2025	22:00	1.85	23:55	2.12	1.93	23:55	3.85	08:25	4.94	4.44	22:00	0.184	08:25	0.262	0.212	0.212	-
04/13/2025	07:05	1.84	23:00	2.22	1.98	23:45	3.38	09:20	4.74	4.21	23:35	0.183	09:20	0.246	0.207	0.207	-
04/14/2025	09:15	1.85	22:45	2.21	1.96	23:55	3.33	05:40	4.55	4.08	23:55	0.170	05:40	0.221	0.198	0.198	-
04/15/2025	02:55	1.78	11:30	2.27	1.99	03:25	3.25	17:20	4.45	3.90	02:55	0.146	21:40	0.229	0.193	0.193	-
04/16/2025	03:00	1.67	21:35	2.39	1.99	23:35	3.29	19:05	4.39	3.79	03:00	0.131	21:35	0.245	0.190	0.190	-
04/17/2025	01:55	1.65	20:15	2.27	2.00	03:00	3.00	06:25	4.41	3.61	01:55	0.125	20:10	0.229	0.182	0.182	-
04/18/2025	02:25	1.66	20:15	3.14	2.23	01:40	3.19	18:50	5.93	4.38	02:20	0.124	20:15	0.561	0.268	0.268	-
04/19/2025	00:10	1.83	10:20	3.37	2.40	03:35	4.04	10:20	6.35	4.84	03:35	0.179	10:20	0.662	0.325	0.325	-
04/20/2025	00:05	1.83	07:40	3.29	2.37	23:40	4.04	07:45	6.17	4.79	23:40	0.179	07:40	0.621	0.318	0.318	0.01
04/21/2025	00:00	1.83	17:10	3.06	2.21	22:05	4.04	17:10	5.84	4.58	22:05	0.179	17:10	0.535	0.271	0.271	0.11
04/22/2025	00:00	1.83	19:35	2.99	2.19	00:20	4.05	19:35	5.70	4.56	00:20	0.179	19:35	0.506	0.266	0.266	-
04/23/2025	00:00	1.83	09:00	2.57	2.15	03:20	4.04	09:00	4.99	4.50	03:20	0.179	09:00	0.358	0.252	0.252	-
04/24/2025	00:00	1.83	20:20	2.68	2.07	02:40	4.04	20:20	5.19	4.41	02:40	0.179	20:20	0.395	0.235	0.235	-
04/25/2025	00:00	1.83	19:15	3.11	2.13	03:35	4.04	19:15	5.78	4.49	03:35	0.179	19:15	0.540	0.251	0.251	-
04/26/2025	00:00	1.83	11:45	3.04	2.16	23:40	4.04	11:45	5.77	4.52	23:40	0.179	11:45	0.522	0.260	0.260	-
04/27/2025	00:00	1.83	11:05	2.93	2.19	01:05	4.04	11:05	5.57	4.56	01:05	0.179	11:05	0.479	0.267	0.267	-
04/28/2025	00:00	1.83	06:00	2.77	2.01	04:00	4.04	06:00	5.24	4.35	04:00	0.179	06:00	0.418	0.222	0.222	-

01/17/2025 00:00 - 04/28/2025 23:59

	DFINAL (in)	VFINAL (ft/s)	QFINAL (MGD - Total MG)	Rain (in)
Total			27.665	14.59
Average	2.20	4.53	0.271	

ORC_12A

Site Commentary

SITE INFORMATION

Pipe	Circular (12 in H x 12 in W)
Silt	0.00 (in)

OBSERVATIONS

Average flow depth, velocity, and quantity data observed during **Friday, 17 January 2025 to Monday, 28 April 2025**, along with observed minimum and maximum data, are provided in the following table.

The site operated under mostly freeflow conditions for the duration of the study. Surcharge conditions were observed on **Thursday, 13 March 2025**. Lower confidence in data due to hydraulics at this location.

Observed Flow Conditions			
Item	**DFINAL (in)**	**VFINAL (ft/s)**	**QFINAL (MGD - Total MG)**
Average	7.14	0.46	0.120
Minimum	1.28	0.00	0.000
Maximum	97.30	2.78	0.730
Min Time	02/19/2025 3:00:00 PM	04/28/2025 11:15:00 PM	04/28/2025 11:15:00 PM
Max Time	03/13/2025 10:20:00 AM	04/18/2025 3:45:00 AM	04/26/2025 2:40:00 AM

Based upon the quality and consistency of the observed flow depth and velocity data, the Continuity equation was used to calculate flow rate and quantities during the monitoring period.

Values in the Observed Flow Conditions are based on the 5-minute average.

Values in the graphical reports are based on the one hour average.

Values in the tabular report are based on the 5-minute average.

DATA UPTIME

Data uptime observed during **Friday, 17 January 2025 to Monday, 28 April 2025** is provided in the following table:

Data was flagged between **Monday, 14 April 2025 to Saturday, 19 April 2025** due to a sensor malfunction.

Percent Uptime	
DFINAL (in)	95
VFINAL (ft/s)	95
QFINAL (MGD - Total MG)	95

ORCity.Wallis.TFM.OR24		Site Name
Flow Monitoring Site Report	ADS ENVIRONMENTAL SERVICES®	ORC_12A

Site Address /Location:	11519 Parrish Rd, Oregon City, OR 97045			Monitor Series	Location Type
				TRITON+	Temporary
Site Access Details:	On Road	Latitude:	45.322325	Pipe Size (H x W)	Pipe Shape
		Longitude:	-122.629892	12.00 x 12.00	Circular



Manhole #	System Characteristics
12A	Residential
Access	Traffic
Drive	None







ADS Project Name:	ORCity.Wallis.TFM.OR24
ADS Project Number:	23119.11.325

Installation Information

Installation Date:	Installation Type:
Thursday, January 16, 2025	Doppler Standard Ring and Crank
Monitoring Location (Sensors):	Monitor Location:
Upstream 0-5 FT	Manhole
Sensors / Devices:	Pressure Sensor Range (psi)
Peak Combo (CS4)	0 - 5 psi

Installation Confirmation:

Time	
8:00:00 AM	
Depth of Flow (Wet DOF) (in)	
6.00	
CS5 Physical Offset (in)	Measurement Confidence (in)
1"	0.25"
Peak Velocity (fps)	Velocity Sensor Offset (in)
0.33	N/A
Silt (in)	Silt Type
0	

Manhole / Pipe Information:

Manhole Depth (Approx. FT):	Manhole Configuration
0	Single
Manhole Material:	Manhole Condition:
Concrete	Good
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):
24	26
Manhole Cover	Manhole Frame
Steel	Normal
Active Connections	Air Quality:
No	Normal
Pipe Material	Pipe Condition:
PVC	Good

Communication Information:

Communication Type	Antenna Location
Wireless	Manhole Pick / Vent Hole

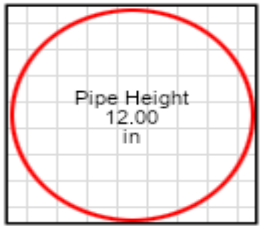
Additional Site Info. / Comments:

Hydrograph Report

ORC_12A

Flow Monitor

ORC_12A



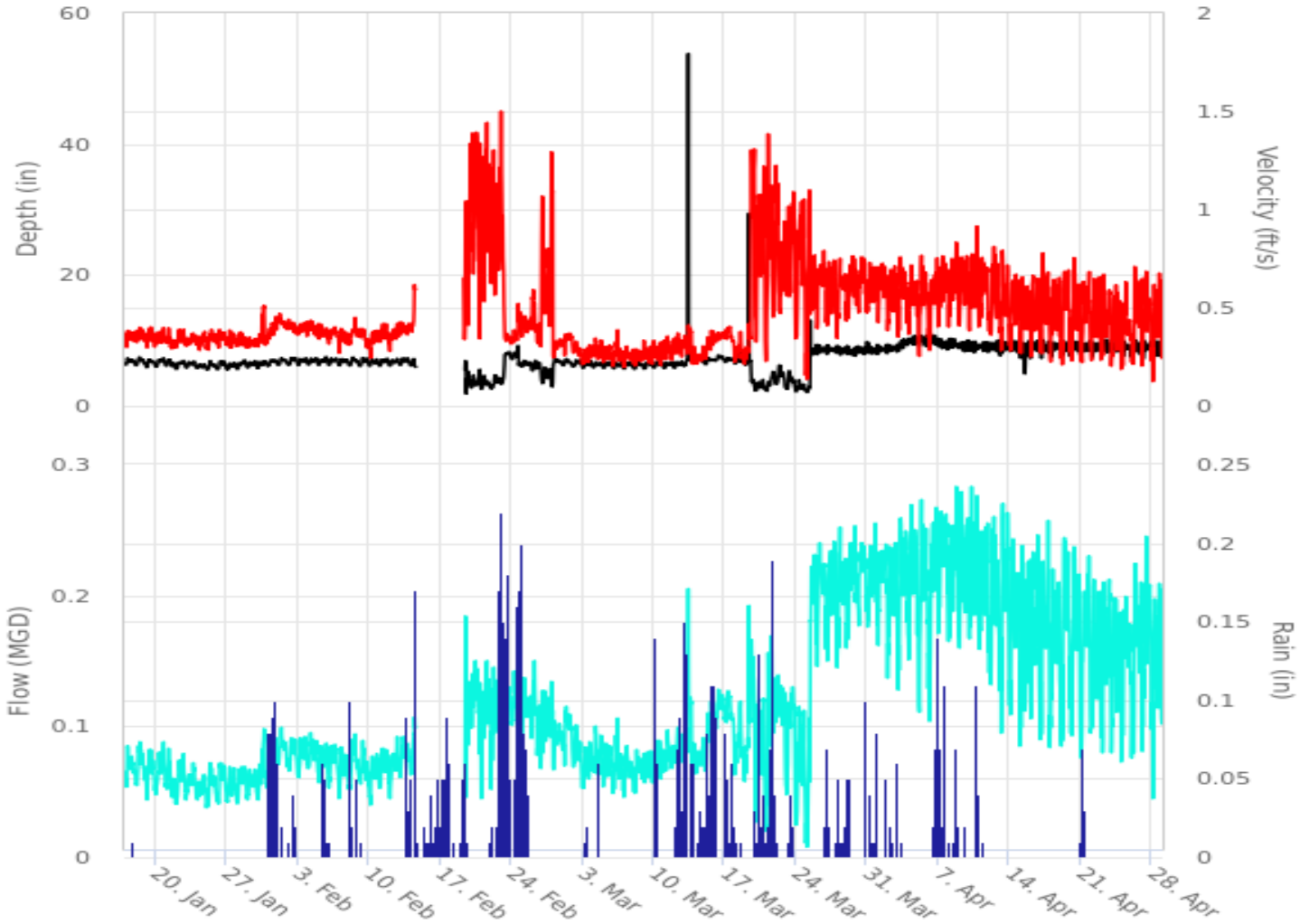
Report Period

01/17/2025
To
04/28/2025

Legend

DFINAL
Rain
VFINAL
QFINAL

ADS ENVIRONMENTAL SERVICES

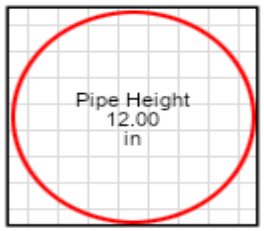


Scattergraph Report

ORC_12A

Flow Monitor

ORC_12A

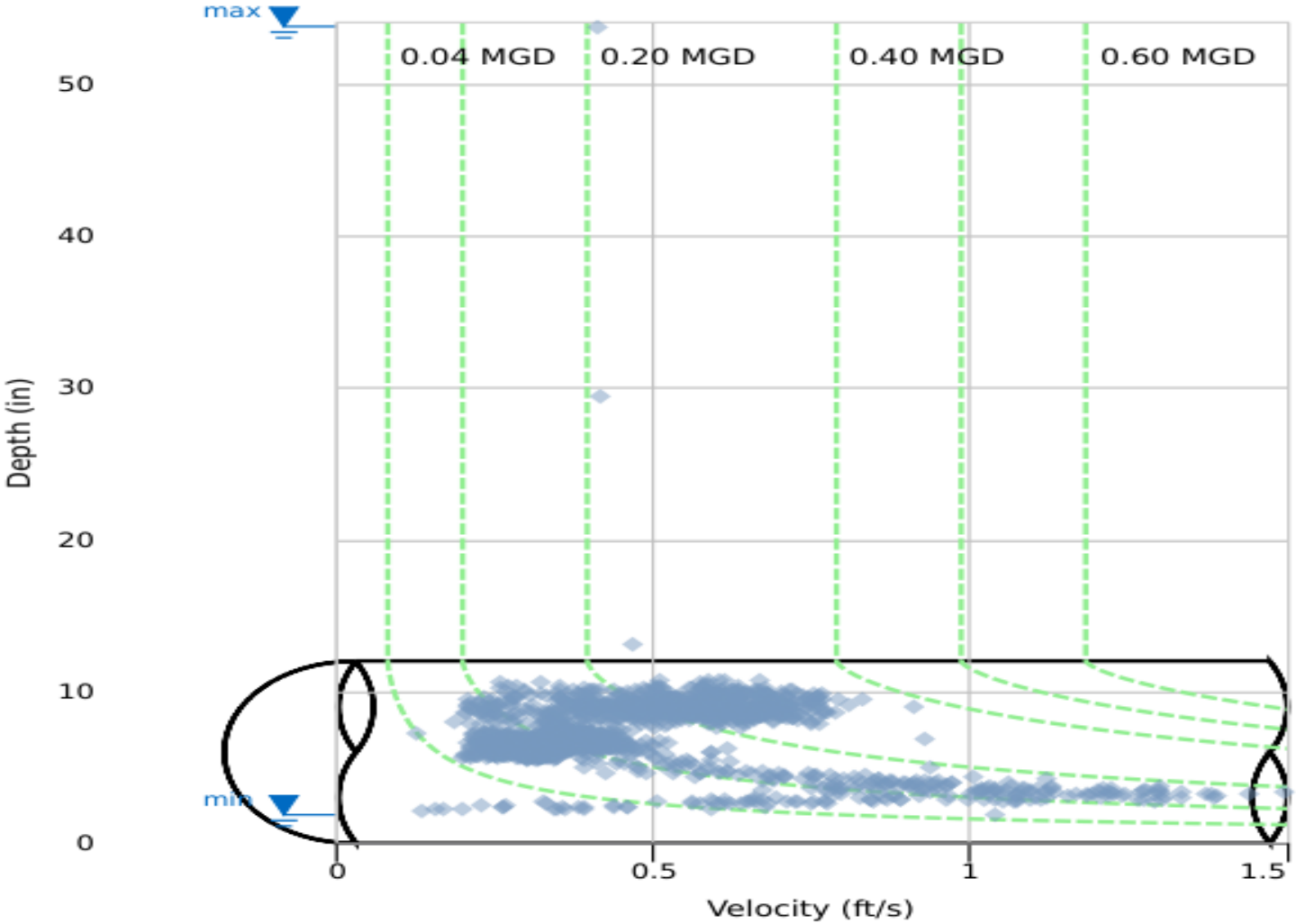


Report Period

01/17/2025
To
04/28/2025

Legend

DFINAL - VFINAL
Iso-Q™
Min-Max Depth



Daily Tabular Report

01/17/2025 00:00 - 04/28/2025 23:59
ORC_12A Pipe: Circular (12 in H x 12 in W), Silt 0.00 in

	DFINAL (in)					VFINAL (ft/s)					QFINAL (MGD - Total MG)						Rain (in)
Date	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Total	Total
01/17/2025	04:10	6.23	07:15	7.43	6.76	15:55	0.12	07:20	0.47	0.35	15:55	0.023	07:20	0.106	0.069	0.069	0.01
01/18/2025	03:15	6.16	11:50	7.70	6.77	11:50	0.15	15:35	0.71	0.36	20:35	0.033	15:35	0.155	0.071	0.071	-
01/19/2025	04:55	5.83	11:35	7.32	6.57	21:35	0.15	11:35	0.46	0.35	21:35	0.027	11:35	0.104	0.065	0.065	-
01/20/2025	02:35	5.94	20:10	7.47	6.68	11:25	0.13	20:40	0.86	0.35	06:55	0.025	20:40	0.193	0.067	0.067	-
01/21/2025	23:45	5.76	08:25	7.27	6.45	13:40	0.13	08:25	0.47	0.33	04:25	0.024	08:25	0.104	0.059	0.059	-
01/22/2025	02:10	5.60	19:00	7.01	6.31	02:55	0.14	19:50	0.46	0.34	02:55	0.019	19:50	0.093	0.058	0.058	-
01/23/2025	01:30	5.76	20:05	7.20	6.32	05:35	0.14	23:05	0.55	0.34	05:35	0.023	23:05	0.090	0.058	0.058	-
01/24/2025	03:45	5.71	17:45	6.51	6.04	06:55	0.13	18:45	0.44	0.33	06:55	0.021	18:45	0.078	0.052	0.052	-
01/25/2025	02:30	5.49	10:40	6.93	6.10	06:35	0.16	09:35	0.54	0.34	06:35	0.022	09:35	0.104	0.054	0.054	-
01/26/2025	02:05	5.53	13:20	6.95	6.22	06:50	0.15	10:10	0.46	0.34	06:50	0.021	10:10	0.092	0.057	0.057	-
01/27/2025	01:40	5.51	19:50	6.72	6.12	12:00	0.11	08:35	0.45	0.33	12:00	0.021	19:35	0.084	0.053	0.053	-
01/28/2025	02:35	5.57	19:40	7.11	6.33	04:25	0.22	11:15	0.70	0.34	04:25	0.029	11:15	0.127	0.058	0.058	-
01/29/2025	03:45	5.74	20:25	7.02	6.34	00:30	0.12	15:25	0.43	0.32	00:30	0.019	09:40	0.083	0.056	0.056	-
01/30/2025	01:45	5.75	18:55	7.29	6.38	03:45	0.23	17:20	0.68	0.37	03:45	0.033	17:20	0.134	0.066	0.066	-
01/31/2025	01:35	6.09	19:00	7.20	6.68	00:05	0.29	13:00	0.66	0.39	00:05	0.049	13:00	0.133	0.074	0.074	0.87
02/01/2025	04:05	6.20	10:10	7.56	6.77	15:45	0.36	06:30	0.63	0.43	04:05	0.068	11:35	0.115	0.083	0.083	0.03
02/02/2025	04:10	6.20	19:30	7.57	6.85	23:30	0.34	03:00	0.57	0.40	04:30	0.062	10:00	0.122	0.079	0.079	0.09
02/03/2025	02:25	6.17	20:35	7.48	6.80	03:40	0.27	10:05	0.48	0.39	03:40	0.045	21:30	0.099	0.078	0.078	-
02/04/2025	01:20	6.22	08:15	7.51	6.83	18:05	0.32	10:50	0.48	0.40	23:50	0.064	07:50	0.105	0.079	0.079	-
02/05/2025	02:45	6.21	19:35	7.76	6.82	03:05	0.15	02:00	0.54	0.38	03:05	0.026	21:50	0.101	0.075	0.075	0.19
02/06/2025	02:10	6.21	19:35	7.43	6.82	04:20	0.16	23:15	0.48	0.37	04:20	0.027	20:10	0.105	0.073	0.073	0.01
02/07/2025	04:50	6.15	08:05	7.50	6.75	02:00	0.13	22:30	0.57	0.35	02:00	0.023	22:30	0.111	0.068	0.068	-
02/08/2025	03:05	6.13	11:15	7.56	6.74	00:50	0.15	06:35	0.55	0.37	03:30	0.026	16:25	0.098	0.072	0.072	0.25
02/09/2025	03:45	6.05	09:50	7.52	6.71	21:50	0.15	03:45	0.60	0.35	21:50	0.028	07:45	0.102	0.068	0.068	0.01
02/10/2025	03:20	6.03	19:10	7.39	6.63	02:40	0.12	10:35	0.46	0.34	02:40	0.019	09:05	0.093	0.065	0.065	-
02/11/2025	02:10	6.08	19:30	7.53	6.67	04:00	0.16	17:25	0.66	0.37	04:00	0.026	17:25	0.127	0.070	0.070	-
02/12/2025	02:00	6.10	19:50	7.45	6.66	02:00	0.14	19:40	0.48	0.36	02:00	0.022	19:40	0.104	0.070	0.070	-
02/13/2025	02:55	6.20	19:10	7.65	6.83	02:25	0.33	03:15	0.59	0.39	02:25	0.056	09:05	0.099	0.078	0.078	0.24
02/14/2025	13:05	5.94	11:00	7.45	6.55	04:40	0.34	11:55	0.69	0.41	03:20	0.057	12:00	0.114	0.077	0.039	0.30
02/15/2025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.08
02/16/2025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.32
02/17/2025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.53
02/18/2025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.03
02/19/2025	15:00	1.28	12:35	7.97	4.27	11:40	0.18	12:10	1.77	0.76	11:40	0.015	12:10	0.351	0.109	0.057	0.34
02/20/2025	01:50	2.58	23:00	6.11	3.57	13:40	0.10	15:10	1.94	1.07	13:40	0.010	08:20	0.232	0.122	0.122	-
02/21/2025	01:30	2.50	07:55	5.66	3.35	18:05	0.10	12:05	1.95	1.01	18:05	0.009	12:05	0.228	0.111	0.111	0.04
02/22/2025	01:05	2.49	20:35	5.95	3.60	17:40	0.10	23:05	1.91	0.95	17:40	0.011	18:40	0.235	0.113	0.113	0.95
02/23/2025	01:05	2.96	19:30	8.98	6.51	02:50	0.11	02:15	1.94	0.56	01:05	0.011	04:00	0.212	0.123	0.123	1.13
02/24/2025	23:05	5.81	16:55	16.47	7.34	16:55	0.23	17:10	0.70	0.38	18:50	0.087	17:10	0.305	0.121	0.121	1.03
02/25/2025	17:00	5.75	08:25	7.76	6.41	00:55	0.19	10:05	0.59	0.42	00:55	0.046	06:05	0.160	0.114	0.114	0.33
02/26/2025	23:55	3.71	19:15	7.74	6.02	22:00	0.13	01:30	0.74	0.41	22:00	0.031	07:20	0.192	0.104	0.104	-
02/27/2025	23:45	2.90	07:40	6.37	4.56	03:25	0.11	23:55	1.87	0.68	03:25	0.011	17:10	0.220	0.109	0.109	-
02/28/2025	02:15	2.67	09:25	7.42	6.34	00:25	0.16	00:55	1.93	0.41	00:25	0.014	00:55	0.203	0.094	0.094	-
03/01/2025	02:50	6.14	09:55	7.39	6.63	06:10	0.21	18:35	0.42	0.34	06:10	0.058	11:15	0.126	0.097	0.097	-
03/02/2025	04:40	5.98	19:45	7.18	6.51	15:20	0.18	10:10	0.39	0.28	23:40	0.048	10:10	0.119	0.080	0.080	-
03/03/2025	03:10	5.81	19:55	7.08	6.33	00:40	0.10	13:00	0.46	0.26	00:40	0.024	13:00	0.121	0.069	0.069	0.06
03/04/2025	02:25	5.80	07:05	6.90	6.27	23:15	0.08	03:55	0.43	0.29	23:15	0.020	07:05	0.129	0.078	0.078	0.10
03/05/2025	04:00	5.71	19:10	7.24	6.24	02:05	0.09	01:35	0.43	0.27	02:05	0.022	19:10	0.123	0.073	0.073	-
03/06/2025	03:25	5.66	19:45	6.82	6.17	03:00	0.08	11:15	0.51	0.27	03:00	0.020	11:15	0.146	0.072	0.072	-
03/07/2025	03:50	5.60	11:30	6.92	6.18	02:40	0.09	01:05	0.42	0.25	02:40	0.021	07:25	0.106	0.067	0.067	-
03/08/2025	02:50	5.61	09:40	7.03	6.19	03:20	0.08	01:50	0.42	0.25	03:20	0.018	23:10	0.105	0.066	0.066	-
03/09/2025	03:30	5.64	19:00	7.05	6.25	17:40	0.07	09:55	0.45	0.26	02:35	0.017	19:40	0.131	0.070	0.070	0.08
03/10/2025	00:50	5.75	07:40	7.02	6.31	17:15	0.07	19:00	0.45	0.28	21:45	0.020	14:15	0.133	0.074	0.074	0.58
03/11/2025	02:35	5.72	19:00	6.84	6.26	05:40	0.08	20:25	0.45	0.30	05:15	0.023	20:25	0.129	0.079	0.079	0.02
03/12/2025	01:35	5.72	18:35	6.95	6.32	08:15	0.08	06:10	0.46	0.31	08:15	0.021	06:10	0.136	0.085	0.085	0.71
03/13/2025	00:00	6.08	10:20	97.30	8.81	04:00	0.07	10:55	1.00	0.32	04:00	0.019	10:55	0.464	0.100	0.100	0.55
03/14/2025	01:40	6.47	06:35	7.42	6.91	07:15	0.07	21:10	0.46	0.25	21:50	0.023	19:00	0.144	0.076	0.076	0.14
03/15/2025	03:35	6.32	10:35	7.44	6.89	02:25	0.08	20:35	0.47	0.31	02:25	0.023	20:35	0.148	0.095	0.095	0.86
03/16/2025	23:50	6.76	08:20	7.86	7.28	21:45	0.26	14:25	0.45	0.35	21:45	0.081	14:25	0.151	0.114	0.114	0.22
03/17/2025	23:55	6.43	19:45	7.49	6.99	23:45	0.09	03:15	0.56	0.36	23:45	0.024	03:15	0.163	0.110	0.110	0.26
03/18/2025	23:45	6.34	12:50	13.92	6.90	03:50	0.09	13:00	0.76	0.28	03:50	0.025	13:00	0.321	0.084	0.084	0.02
03/19/2025	23:50	2.42	09:25	49.32	6.54	02:55	0.08	20:00	1.95	0.63	20:10	0.012	09:45	0.441	0.113	0.113	0.08
03/20/2025	02:25	2.20	14:05	5.62	3.05	15:05	0.08	07:25	1.95	0.78	15:05	0.006	12:10	0.244	0.080	0.080	0.36
03/21/2025	04:00	2.03	18:10	6.20	3.73	00:40	0.07	06:30	1.94	0.70	03:00	0.004	15:30	0.287	0.094	0.094	1.03
03/22/2025	23:45	2.18	11:15	6.78	4.50	21:25	0.16	01:55	1.95	0.77	01:40	0.021	05:25	0.225	0.117	0.117	0.01
03/23/2025	04:50	2.07	08:10	6.29	3.58	23:10	0.08	18:05	1.94	0.75	23:10	0.005	16:05	0.204	0.092	0.092	0.10
03/24/2025	03:20	2.01	07:30	5.93	2.85	22:15	0.05	10:10	1.93	0.71	22:15	0.003	11:05	0.239	0.069	0.069	-
03/25/2025	00:20	2.05	10:20	31.19	6.15	01:25	0.05	08:55	1.91	0.57	01:25	0.003	13:50	0.462	0.139	0.139	-
03/26/2025	22:10	2.08	23:35	14.51	8.61	04:50	0.11	13:15	1.95	0.62	04:50	0.007	22:50	0.467	0.207	0.207	0.14
03/27/2025	02:20	2.11	02:10	14.66	8.60	20:25	0.07	01:25	1.90	0.59	20:25	0.005	00:30	0.518	0.201	0.201	0.14
03/28/2025	20:45	2.12	00:50	14.67	8.54	02:45	0.05	07:10	1.90	0.59	02:45	0.003	03:55	0.493	0.205	0.205	0.20
03/29/2025	04:45	2.15	00:45	14.43	8.29	01:20	0.08	03:15	1.58	0.61	16:10	0.005	02:45	0.478	0.207	0.207	0.12

	DFINAL (in)					VFINAL (ft/s)					QFINAL (MGD - Total MG)						Rain (in)
Date	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Total	Total
03/30/2025	21:55	2.16	23:45	14.09	8.53	20:40	0.07	01:15	1.82	0.63	20:40	0.004	01:35	0.510	0.216	0.216	0.18
03/31/2025	14:45	2.16	00:50	14.32	8.64	23:40	0.08	08:45	1.79	0.60	23:40	0.005	03:35	0.489	0.211	0.211	0.16
04/01/2025	02:00	2.20	02:40	14.28	8.67	00:25	0.06	12:45	1.92	0.61	00:25	0.004	02:20	0.533	0.214	0.214	0.06
04/02/2025	05:30	2.14	03:25	14.76	8.74	02:40	0.07	11:20	1.89	0.57	02:40	0.004	23:35	0.509	0.201	0.201	0.11
04/03/2025	00:35	2.14	23:30	15.56	9.39	02:55	0.06	15:45	1.89	0.58	02:55	0.004	13:20	0.532	0.213	0.213	0.01
04/04/2025	02:10	2.19	03:35	16.14	9.97	02:10	0.10	23:45	1.80	0.57	02:10	0.006	15:35	0.591	0.215	0.215	-
04/05/2025	01:55	2.20	04:05	16.11	10.04	03:05	0.05	07:45	1.94	0.55	03:05	0.003	23:20	0.578	0.207	0.207	-
04/06/2025	02:20	2.25	16:05	16.08	9.87	03:40	0.06	21:45	1.86	0.55	03:40	0.004	01:40	0.650	0.208	0.208	0.68
04/07/2025	21:45	2.28	15:05	15.39	9.48	12:40	0.07	09:10	1.63	0.63	12:40	0.005	22:50	0.565	0.231	0.231	0.20
04/08/2025	23:35	2.29	01:25	15.83	9.46	00:10	0.09	08:50	1.86	0.62	00:10	0.007	21:30	0.552	0.225	0.225	0.24
04/09/2025	15:50	1.93	00:20	15.81	9.14	14:40	0.04	19:05	1.91	0.62	14:40	0.002	01:50	0.592	0.222	0.222	0.02
04/10/2025	23:45	1.85	07:55	15.78	9.07	04:00	0.04	12:15	1.84	0.62	04:00	0.002	23:40	0.583	0.221	0.221	0.23
04/11/2025	21:00	1.79	23:55	15.88	9.10	10:50	0.07	18:40	1.71	0.59	10:50	0.004	13:05	0.572	0.208	0.208	0.02
04/12/2025	05:05	1.80	14:35	16.02	9.07	05:05	0.03	13:05	1.78	0.56	05:05	0.002	04:25	0.614	0.200	0.200	-
04/13/2025	13:55	1.86	23:05	15.93	9.13	14:45	0.06	07:10	1.95	0.53	14:45	0.003	03:15	0.621	0.198	0.198	-
04/14/2025	03:50	1.88	01:00	15.87	9.07	20:55	0.04	22:10	1.61	0.52	20:55	0.002	04:20	0.596	0.184	0.184	-
04/15/2025	04:45	1.95	14:10	15.88	8.64	04:45	0.05	23:00	1.73	0.47	04:45	0.003	02:40	0.618	0.168	0.168	-
04/16/2025	02:35	1.98	17:10	16.01	8.95	15:50	0.06	01:00	1.73	0.48	02:35	0.003	00:15	0.718	0.172	0.172	-
04/17/2025	17:55	1.90	10:40	15.82	8.86	04:30	0.04	11:55	1.77	0.49	04:30	0.002	03:40	0.669	0.166	0.166	-
04/18/2025	06:10	1.88	07:40	15.85	8.84	00:20	0.00	03:45	2.78	0.47	00:20	0.000	00:15	0.672	0.166	0.166	-
04/19/2025	22:00	1.84	02:05	15.81	8.97	00:30	0.00	07:20	1.97	0.48	00:30	0.000	00:25	0.664	0.172	0.172	-
04/20/2025	06:30	1.81	19:55	15.98	8.94	00:35	0.00	08:40	1.78	0.47	00:35	0.000	03:15	0.613	0.166	0.166	0.01
04/21/2025	12:25	1.75	23:05	15.86	8.97	00:15	0.00	12:50	1.85	0.46	00:15	0.000	03:10	0.639	0.161	0.161	0.11
04/22/2025	15:50	1.77	12:35	15.91	8.89	00:05	0.00	00:00	1.56	0.43	00:05	0.000	01:00	0.689	0.154	0.154	-
04/23/2025	07:45	1.77	04:55	15.83	8.98	00:10	0.00	21:50	1.79	0.44	00:10	0.000	12:25	0.623	0.159	0.159	-
04/24/2025	08:45	1.77	19:15	15.89	8.88	00:05	0.00	11:50	1.97	0.42	00:05	0.000	03:15	0.626	0.154	0.154	-
04/25/2025	21:30	1.75	20:25	15.83	8.90	00:50	0.00	10:05	1.70	0.39	00:50	0.000	23:30	0.648	0.148	0.148	-
04/26/2025	20:05	1.78	09:30	15.84	8.89	00:30	0.00	22:55	2.12	0.44	00:30	0.000	02:40	0.730	0.155	0.155	-
04/27/2025	21:25	1.79	12:40	15.89	8.86	00:45	0.00	05:30	2.35	0.44	00:45	0.000	23:35	0.622	0.158	0.158	-
04/28/2025	15:50	1.77	19:10	15.94	8.94	00:45	0.00	17:25	2.24	0.42	00:45	0.000	03:10	0.654	0.151	0.150	-

01/17/2025 00:00 - 04/28/2025 23:59

	DFINAL (in)	VFINAL (ft/s)	QFINAL (MGD - Total MG)	Rain (in)
Total			11.617	14.59
Average	7.13	0.46	0.119	

ORC_16

Site Commentary

SITE INFORMATION

Pipe	Circular (9.88 in H x 9.88 in W)
Silt	0.00 (in)

OBSERVATIONS

Average flow depth, velocity, and quantity data observed during **Friday, 17 January 2025 to Monday, 28 April 2025**, along with observed minimum and maximum data, are provided in the following table.

The site operated under freeflow conditions for the duration of the study.

Observed Flow Conditions			
Item	**DFINAL (in)**	**VFINAL (ft/s)**	**QFINAL (MGD - Total MG)**
Average	2.63	1.97	0.164
Minimum	0.90	1.02	0.016
Maximum	7.31	3.09	0.823
Min Time	01/30/2025 3:30:00 AM	04/22/2025 12:05:00 AM	01/30/2025 3:30:00 AM
Max Time	02/23/2025 7:35:00 PM	02/23/2025 5:05:00 PM	02/23/2025 7:40:00 PM

Based upon the quality and consistency of the observed flow depth and velocity data, the Continuity equation was used to calculate flow rate and quantities during the monitoring period.

Values in the Observed Flow Conditions are based on the 5-minute average.

Values in the graphical reports are based on the one hour average.

Values in the tabular report are based on the 5-minute average.

DATA UPTIME

Data uptime observed during **Friday, 17 January 2025 to Monday, 28 April 2025** is provided in the following table:

Percent Uptime	
DFINAL (in)	100
VFINAL (ft/s)	100
QFINAL (MGD - Total MG)	100

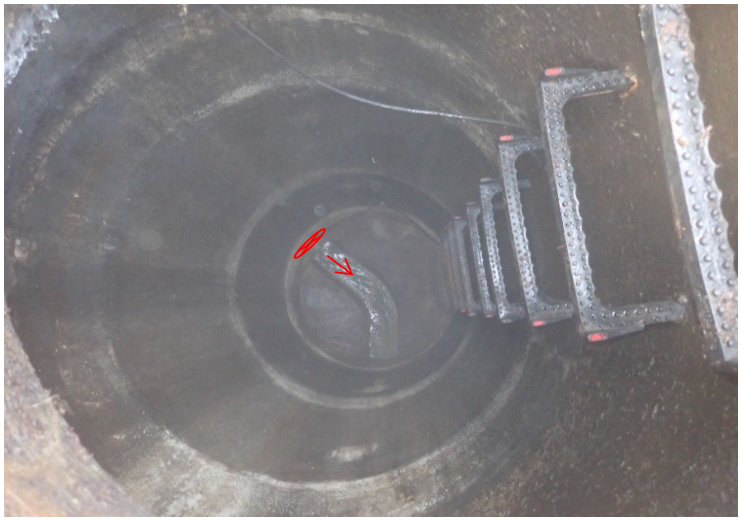
ORCity.Wallis.TFM.OR24		Site Name
Flow Monitoring Site Report	ADS ENVIRONMENTAL SERVICES®	ORC_16

Site Address /Location:	19464 S Wild Bill Ct, Oregon City, OR 97045			Monitor Series	Location Type
				TRITON+	Temporary
Site Access Details:	On Road	Latitude:	45.3236068	Pipe Size (H x W)	Pipe Shape
		Longitude:	-122.5979725	9.88 x 9.88	Circular



Manhole #	System Characteristics
16	Residential
Access	Traffic
Drive	None







ADS Project Name:	ORCity.Wallis.TFM.OR24
ADS Project Number:	23119.11.325

Installation Information	
Installation Date:	Installation Type:
Thursday, January 16, 2025	Doppler Standard Ring and Crank
Monitoring Location (Sensors):	Monitor Location:
Upstream 0-5 FT	Manhole
Sensors / Devices:	Pressure Sensor Range (psi)
Peak Combo (CS4)	0 - 5 psi
Installation Confirmation:	
Time	
1:17:00 PM	
Depth of Flow (Wet DOF) (in)	
2.50	
CS5 Physical Offset (in)	Measurement Confidence (in)
N/A	0.25"
Peak Velocity (fps)	Velocity Sensor Offset (in)
2.15	N/A
Silt (in)	Silt Type
0	

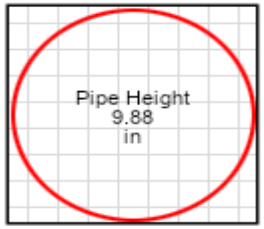
Manhole / Pipe Information:	
Manhole Depth (Approx. FT):	Manhole Configuration
12	Single
Manhole Material:	Manhole Condition:
Concrete	Good
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):
24	26
Manhole Cover	Manhole Frame
Steel	Normal
Active Connections	Air Quality:
No	Normal
Pipe Material	Pipe Condition:
PVC	Good
Communication Information:	
Communication Type	Antenna Location
Wireless	Manhole Pick / Vent Hole
Additional Site Info. / Comments:	

Hydrograph Report

ORC_16

Flow Monitor

ORC_16



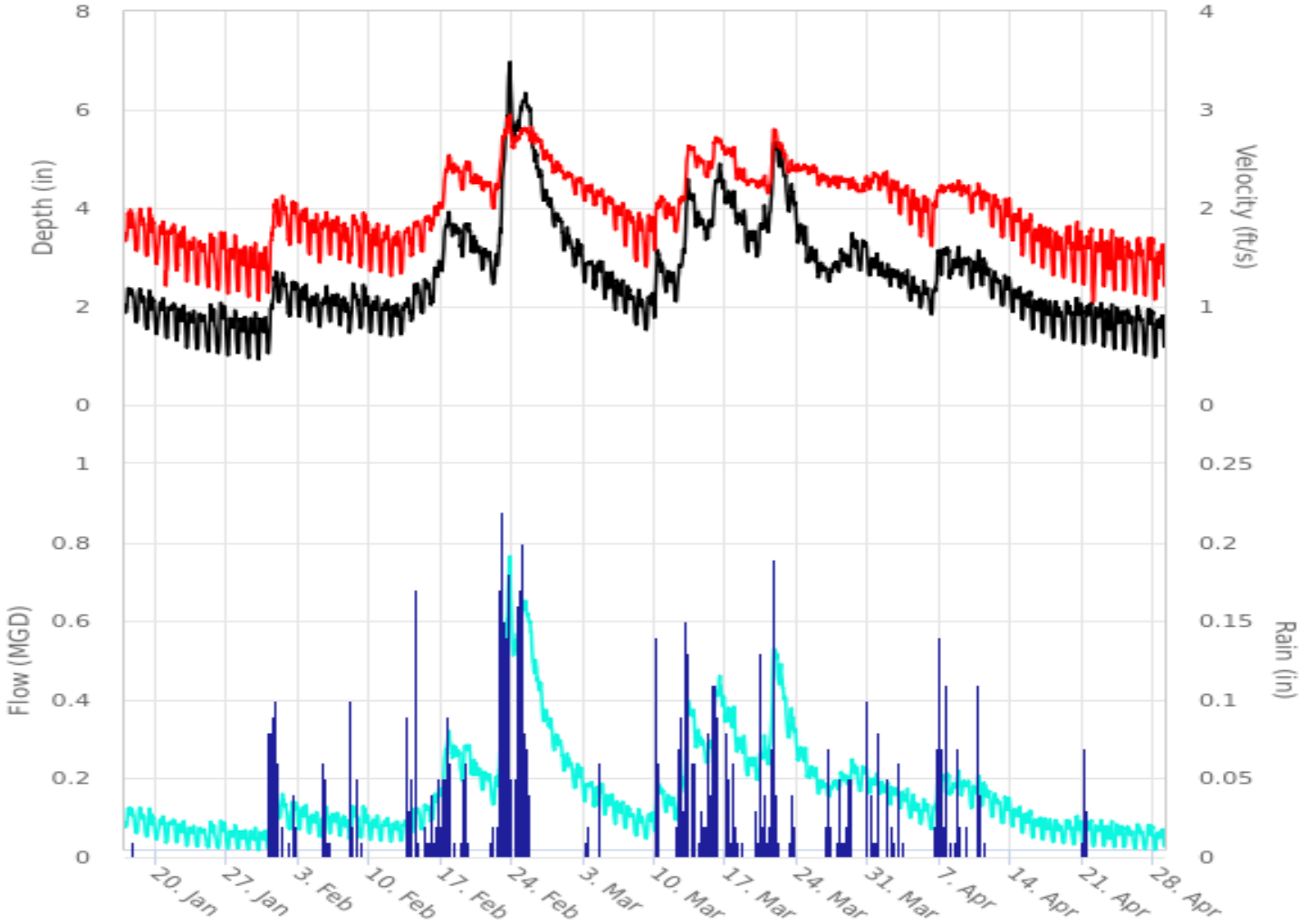
Report Period

01/17/2025
To
04/28/2025

Legend

DFINAL
Rain
VFINAL
QFINAL

ADS ENVIRONMENTAL SERVICES



Scattergraph Report

ORC_16

Flow Monitor

ORC_16

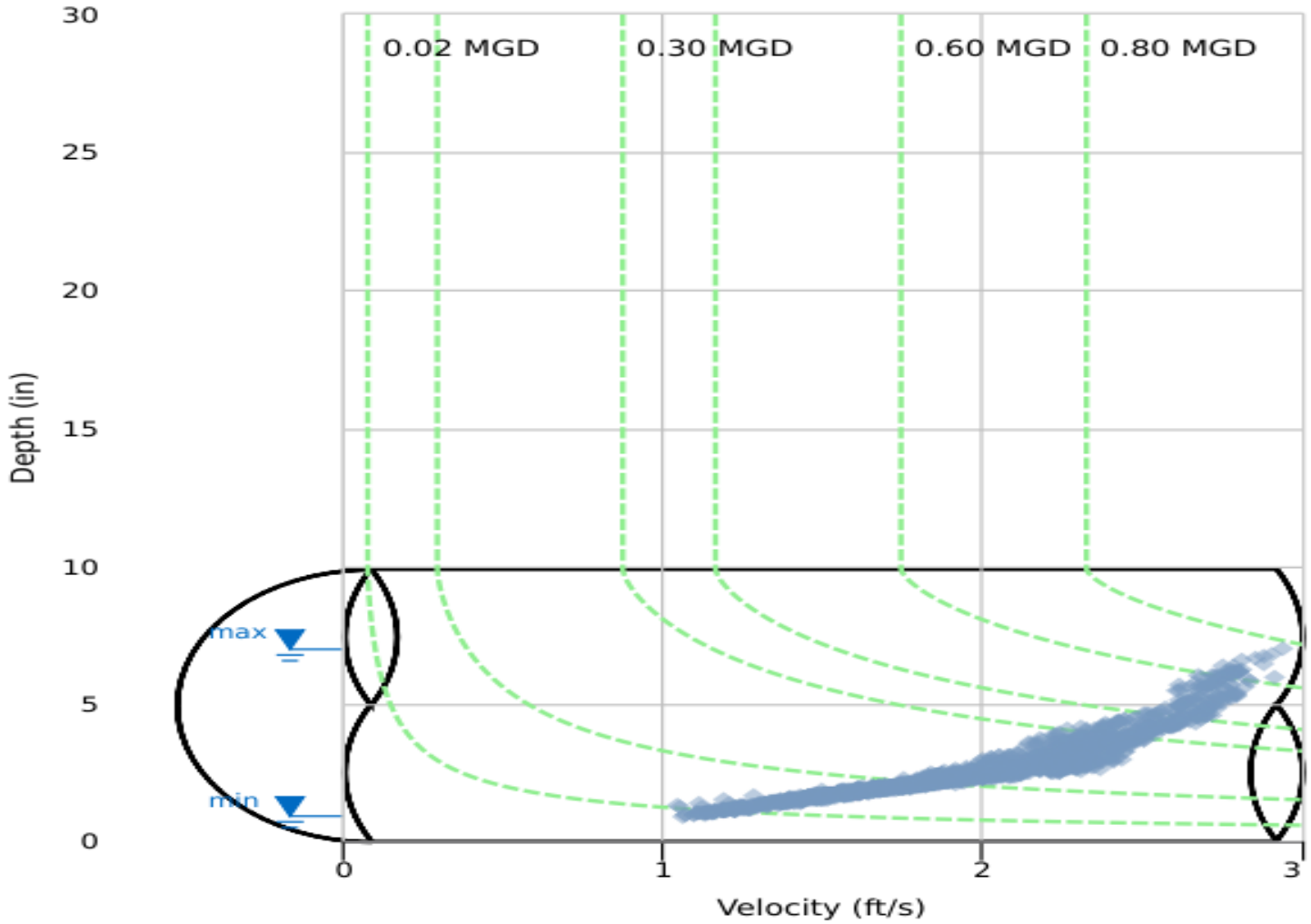
Pipe Height
9.88
in

Report Period

01/17/2025
To
04/28/2025

Legend

- DFINAL - VFINAL
- Iso-Q™
- Min-Max Depth



Daily Tabular Report

01/17/2025 00:00 - 04/28/2025 23:59
ORC_16 Pipe: Circular (9.88 in H x 9.88 in W), Silt 0.00 in

	DFINAL (in)					VFINAL (ft/s)					QFINAL (MGD - Total MG)						Rain (in)
Date	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Total	Total
01/17/2025	02:55	1.84	10:35	2.51	2.18	23:20	1.62	14:05	2.16	1.84	02:55	0.073	13:10	0.139	0.105	0.105	0.01
01/18/2025	06:10	1.64	12:45	2.48	2.05	04:30	1.54	11:30	2.04	1.79	04:25	0.058	12:45	0.137	0.094	0.094	-
01/19/2025	04:45	1.50	10:20	2.47	1.94	04:35	1.48	13:00	2.18	1.74	04:45	0.049	10:15	0.142	0.085	0.085	-
01/20/2025	03:40	1.41	18:35	2.34	1.85	05:35	1.36	13:50	1.94	1.68	03:40	0.043	18:40	0.120	0.076	0.076	-
01/21/2025	03:40	1.32	19:00	2.22	1.81	01:10	1.14	19:00	1.90	1.65	01:10	0.034	19:00	0.110	0.073	0.073	-
01/22/2025	02:30	1.28	19:20	2.18	1.72	02:50	1.34	11:35	1.96	1.60	02:30	0.035	19:55	0.105	0.066	0.066	-
01/23/2025	02:10	1.14	19:20	2.10	1.61	02:20	1.24	18:45	1.80	1.53	02:10	0.027	19:20	0.096	0.057	0.057	-
01/24/2025	04:05	1.09	09:20	1.94	1.58	04:05	1.19	11:40	1.78	1.49	04:05	0.025	09:20	0.083	0.055	0.055	-
01/25/2025	03:55	1.05	10:40	2.26	1.58	04:20	1.17	10:40	1.88	1.49	03:55	0.023	10:40	0.112	0.055	0.055	-
01/26/2025	04:25	1.02	11:10	2.26	1.60	04:50	1.15	10:00	1.91	1.49	04:50	0.022	10:00	0.110	0.057	0.057	-
01/27/2025	03:10	0.95	19:35	2.00	1.53	03:15	1.10	19:25	1.97	1.45	03:15	0.019	19:25	0.096	0.051	0.051	-
01/28/2025	04:00	0.99	11:30	1.96	1.51	04:00	1.12	17:50	1.76	1.43	04:00	0.020	17:50	0.079	0.050	0.050	-
01/29/2025	03:25	0.92	19:20	2.05	1.49	03:30	1.07	19:20	1.73	1.41	03:30	0.017	19:20	0.089	0.048	0.048	-
01/30/2025	03:30	0.90	19:00	1.95	1.45	03:30	1.04	19:00	1.70	1.37	03:30	0.016	19:00	0.082	0.045	0.045	-
01/31/2025	01:20	0.95	20:45	2.86	2.00	01:20	1.08	19:35	2.21	1.70	01:20	0.018	20:45	0.170	0.093	0.093	0.87
02/01/2025	03:00	2.04	12:55	2.79	2.36	23:55	1.77	11:35	2.26	1.95	23:55	0.092	11:00	0.175	0.124	0.124	0.03
02/02/2025	04:10	1.75	18:50	2.70	2.22	05:20	1.60	19:35	2.24	1.88	04:10	0.067	19:35	0.168	0.110	0.110	0.09
02/03/2025	04:20	1.76	19:25	2.62	2.13	05:35	1.61	18:10	2.16	1.84	04:45	0.068	19:25	0.150	0.102	0.102	-
02/04/2025	02:05	1.65	20:25	2.43	2.02	03:45	1.51	19:25	2.05	1.76	02:05	0.057	20:25	0.130	0.090	0.090	-
02/05/2025	04:00	1.53	19:00	2.58	2.02	05:25	1.41	19:45	2.04	1.76	04:00	0.048	18:55	0.144	0.090	0.090	0.19
02/06/2025	03:40	1.63	20:45	2.46	2.04	03:25	1.50	13:15	2.11	1.76	03:40	0.057	20:45	0.130	0.091	0.091	0.01
02/07/2025	04:05	1.58	11:50	2.34	1.94	23:30	1.45	13:55	1.92	1.69	04:15	0.052	11:50	0.117	0.082	0.082	-
02/08/2025	01:40	1.33	09:40	2.58	2.04	01:55	1.36	12:45	2.02	1.74	01:40	0.038	09:40	0.140	0.091	0.091	0.25
02/09/2025	03:40	1.53	10:30	2.60	2.01	03:20	1.38	10:45	2.23	1.70	04:25	0.047	10:45	0.152	0.088	0.088	0.01
02/10/2025	02:30	1.44	18:40	2.46	1.88	02:30	1.34	07:40	1.97	1.64	02:30	0.042	18:40	0.128	0.076	0.076	-
02/11/2025	02:30	1.39	19:45	2.29	1.85	05:00	1.33	18:10	1.87	1.61	02:30	0.040	19:45	0.113	0.073	0.073	-
02/12/2025	02:25	1.36	08:05	2.23	1.80	03:05	1.29	09:25	1.85	1.59	02:30	0.038	19:35	0.103	0.070	0.070	-
02/13/2025	02:00	1.37	18:30	2.27	1.86	01:45	1.30	20:50	1.91	1.63	01:45	0.038	18:30	0.110	0.075	0.075	0.24
02/14/2025	02:30	1.65	17:10	2.60	2.15	02:30	1.48	18:35	2.02	1.74	02:30	0.056	18:35	0.139	0.098	0.098	0.30
02/15/2025	04:25	1.82	10:10	2.73	2.24	04:30	1.51	12:55	2.17	1.78	04:30	0.066	10:45	0.151	0.106	0.106	0.08
02/16/2025	01:55	1.92	19:25	3.05	2.54	01:50	1.67	11:10	2.22	1.94	01:55	0.079	21:10	0.186	0.137	0.137	0.32
02/17/2025	00:20	2.68	20:00	4.05	3.41	01:45	1.97	20:50	2.56	2.29	03:15	0.150	20:00	0.337	0.246	0.246	0.53
02/18/2025	23:00	3.13	07:25	3.78	3.54	22:05	2.17	08:00	2.57	2.38	23:50	0.216	07:20	0.294	0.264	0.264	0.03
02/19/2025	04:15	2.96	10:20	3.85	3.45	04:15	2.16	20:30	2.58	2.35	04:15	0.187	10:20	0.303	0.253	0.253	0.34
02/20/2025	23:35	2.89	10:20	3.65	3.16	23:50	2.12	07:40	2.42	2.28	23:50	0.183	10:20	0.274	0.217	0.217	-
02/21/2025	23:55	2.65	07:10	3.35	2.97	17:45	2.09	07:00	2.43	2.22	23:55	0.158	07:50	0.230	0.194	0.194	0.04
02/22/2025	03:45	2.41	23:55	4.23	2.97	05:20	1.98	23:50	2.54	2.21	02:40	0.129	23:55	0.354	0.196	0.196	0.95
02/23/2025	00:00	4.20	19:35	7.31	5.72	00:10	2.54	17:05	3.09	2.79	00:00	0.354	19:40	0.823	0.577	0.577	1.13
02/24/2025	06:25	5.37	23:40	6.19	5.72	04:15	2.54	20:35	2.80	2.70	03:35	0.493	23:55	0.632	0.558	0.558	1.03
02/25/2025	23:45	5.19	07:20	6.46	6.03	19:55	2.53	07:20	2.86	2.78	23:45	0.502	07:20	0.680	0.610	0.610	0.33
02/26/2025	23:45	4.33	07:00	5.34	4.87	21:30	2.48	07:45	2.81	2.69	23:55	0.372	07:00	0.526	0.455	0.455	-
02/27/2025	23:50	3.80	07:20	4.54	4.17	23:30	2.38	09:40	2.72	2.52	23:55	0.291	07:20	0.389	0.348	0.348	-
02/28/2025	22:30	3.40	11:25	4.02	3.74	16:05	2.31	18:30	2.65	2.40	22:45	0.248	18:30	0.335	0.287	0.287	-
03/01/2025	23:40	3.02	12:55	3.75	3.31	22:55	2.21	12:50	2.56	2.33	22:55	0.203	12:55	0.300	0.236	0.236	-
03/02/2025	23:50	2.76	10:05	3.53	3.08	23:10	2.10	08:40	2.37	2.24	23:55	0.168	10:05	0.255	0.206	0.206	-
03/03/2025	23:55	2.40	19:10	3.09	2.79	22:10	2.03	18:45	2.30	2.17	23:55	0.133	19:35	0.208	0.173	0.173	0.06
03/04/2025	02:40	2.26	19:40	3.00	2.70	05:25	1.95	17:20	2.25	2.12	02:40	0.120	19:40	0.196	0.162	0.162	0.10
03/05/2025	03:45	2.09	20:05	2.96	2.46	03:35	1.88	14:15	2.16	2.05	03:45	0.100	20:05	0.184	0.137	0.137	-
03/06/2025	03:30	1.82	20:00	2.66	2.30	04:00	1.73	07:15	2.25	1.94	03:30	0.077	07:15	0.158	0.118	0.118	-
03/07/2025	03:20	1.84	08:00	2.58	2.14	03:20	1.59	12:30	2.06	1.84	03:20	0.070	08:00	0.145	0.101	0.101	-
03/08/2025	04:25	1.59	10:15	2.61	1.99	04:20	1.44	10:15	2.05	1.73	04:25	0.052	10:15	0.150	0.087	0.087	-
03/09/2025	05:00	1.49	19:25	2.37	1.95	04:55	1.39	10:25	2.13	1.70	05:00	0.046	19:25	0.122	0.084	0.084	0.08
03/10/2025	00:10	1.77	07:40	3.28	2.73	00:15	1.58	14:05	2.22	2.02	00:10	0.067	07:40	0.206	0.158	0.158	0.58
03/11/2025	23:10	2.13	07:00	2.83	2.50	23:55	1.78	10:40	2.07	1.95	23:55	0.097	07:00	0.165	0.133	0.133	0.02
03/12/2025	01:30	2.06	23:55	3.40	2.72	02:45	1.73	19:00	2.25	1.99	01:30	0.091	23:55	0.225	0.156	0.156	0.71
03/13/2025	00:10	3.34	06:25	4.72	4.17	00:25	2.13	14:20	2.69	2.54	00:10	0.220	06:40	0.416	0.352	0.352	0.55
03/14/2025	23:55	3.36	07:20	4.04	3.71	22:20	2.28	16:45	2.57	2.46	23:55	0.244	07:15	0.336	0.290	0.290	0.14
03/15/2025	00:50	3.24	23:30	4.63	3.76	02:40	2.28	20:30	2.82	2.46	00:50	0.227	23:35	0.427	0.297	0.297	0.86
03/16/2025	22:35	3.98	09:05	5.08	4.55	23:10	2.51	07:25	2.74	2.65	22:35	0.328	09:05	0.482	0.410	0.410	0.22
03/17/2025	22:35	3.80	18:20	4.44	4.15	23:10	2.32	18:20	2.65	2.55	23:55	0.284	18:20	0.397	0.350	0.350	0.26
03/18/2025	22:55	3.15	18:15	3.99	3.75	15:10	2.24	14:50	2.50	2.33	22:55	0.216	18:15	0.318	0.280	0.280	0.02
03/19/2025	01:15	3.04	12:45	3.69	3.35	05:00	2.16	14:35	2.33	2.27	01:15	0.200	12:45	0.268	0.233	0.233	0.08
03/20/2025	01:50	2.94	18:35	4.24	3.55	23:45	2.16	22:05	2.41	2.26	01:50	0.190	18:35	0.338	0.251	0.251	0.36
03/21/2025	01:40	3.48	16:55	5.65	4.47	03:45	2.14	21:15	2.86	2.47	03:45	0.231	16:55	0.566	0.382	0.382	1.03
03/22/2025	23:20	4.22	09:35	5.34	4.83	23:25	2.38	12:20	2.86	2.58	23:20	0.335	08:20	0.530	0.433	0.433	0.01
03/23/2025	23:15	3.43	10:25	4.66	4.10	01:05	2.29	16:30	2.56	2.40	23:15	0.258	10:25	0.403	0.324	0.324	0.10
03/24/2025	23:30	2.83	08:45	3.91	3.43	12:50	2.29	03:30	2.50	2.41	23:25	0.196	08:45	0.307	0.256	0.256	-
03/25/2025	23:40	2.64	19:35	3.37	3.02	21:05	2.21	14:15	2.51	2.38	23:15	0.169	19:35	0.245	0.212	0.212	-
03/26/2025	23:45	2.48	10:15	3.03	2.75	16:15	2.20	10:35	2.42	2.29	23:45	0.152	10:15	0.212	0.179	0.179	0.14
03/27/2025	03:20	2.44	20:20	3.06	2.74	16:30	2.10	16:00	2.36	2.27	03:20	0.147	20:20	0.205	0.176	0.176	0.14
03/28/2025	01:45	2.64	07:20	3.32	2.94	00:05	2.17	10:55	2.42	2.28	01:30	0.164	07:20	0.232	0.196	0.196	0.20
03/29/2025	05:35	2.73	08:40	3.56	3.17	22:35	2.11	09:55	2.40	2.23	02:20	0.173	09:55	0.262	0.213	0.213	0.12

	DFINAL (in)					VFINAL (ft/s)					QFINAL (MGD - Total MG)						Rain (in)
Date	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Total	Total
03/30/2025	23:55	2.63	09:10	3.55	3.06	14:35	2.15	17:25	2.49	2.23	04:25	0.159	19:30	0.250	0.203	0.203	0.18
03/31/2025	01:05	2.55	19:30	3.18	2.84	02:50	2.15	19:55	2.43	2.29	01:55	0.156	19:30	0.222	0.188	0.188	0.16
04/01/2025	13:05	2.52	07:40	3.02	2.70	23:55	2.11	11:55	2.42	2.27	23:55	0.146	07:40	0.202	0.173	0.173	0.06
04/02/2025	03:05	2.36	19:40	2.99	2.60	05:10	1.99	13:00	2.35	2.18	03:05	0.128	19:45	0.199	0.158	0.158	0.11
04/03/2025	23:00	2.18	19:10	2.89	2.53	02:55	1.89	16:05	2.30	2.11	23:00	0.110	19:10	0.186	0.147	0.147	0.01
04/04/2025	02:45	2.05	09:05	2.75	2.33	02:40	1.81	09:15	2.27	2.01	02:45	0.094	09:05	0.172	0.125	0.125	-
04/05/2025	03:15	1.93	09:00	2.77	2.23	23:45	1.68	19:50	2.27	1.94	03:15	0.080	09:00	0.173	0.114	0.114	-
04/06/2025	03:35	1.79	22:30	3.26	2.44	05:20	1.54	19:15	2.23	1.96	03:35	0.068	22:30	0.217	0.134	0.134	0.68
04/07/2025	23:00	2.53	09:35	3.31	2.99	05:45	2.13	21:55	2.28	2.20	22:45	0.155	20:55	0.228	0.193	0.193	0.20
04/08/2025	00:35	2.55	20:00	3.34	2.88	04:30	2.05	18:15	2.39	2.21	03:45	0.153	19:35	0.234	0.185	0.185	0.24
04/09/2025	23:50	2.47	21:05	3.11	2.84	21:45	1.98	06:25	2.40	2.17	23:25	0.137	06:25	0.210	0.177	0.177	0.02
04/10/2025	01:25	2.27	18:00	3.31	2.77	21:50	1.90	17:10	2.53	2.12	01:25	0.114	17:10	0.230	0.168	0.168	0.23
04/11/2025	23:25	2.27	07:15	3.07	2.69	23:20	1.90	13:45	2.31	2.09	23:25	0.114	07:15	0.203	0.159	0.159	0.02
04/12/2025	02:00	2.10	09:00	2.80	2.44	23:05	1.73	14:35	2.23	1.97	23:05	0.094	09:00	0.172	0.132	0.132	-
04/13/2025	03:10	1.95	08:20	2.78	2.34	03:10	1.67	09:00	2.30	1.92	03:10	0.080	09:00	0.173	0.121	0.121	-
04/14/2025	23:35	1.78	20:00	2.48	2.18	23:30	1.60	20:10	2.08	1.85	23:40	0.068	20:05	0.139	0.105	0.105	-
04/15/2025	02:40	1.68	18:40	2.45	2.04	02:45	1.49	14:05	2.30	1.76	02:40	0.059	18:40	0.129	0.091	0.091	-
04/16/2025	01:30	1.51	20:15	2.33	1.92	02:25	1.42	20:15	1.90	1.68	02:25	0.048	20:15	0.118	0.080	0.080	-
04/17/2025	03:15	1.40	06:20	2.32	1.85	03:05	1.36	19:25	2.00	1.63	03:15	0.040	19:25	0.116	0.074	0.074	-
04/18/2025	01:30	1.33	07:40	2.25	1.79	01:30	1.29	17:25	1.86	1.59	01:30	0.036	07:40	0.107	0.069	0.069	-
04/19/2025	03:45	1.27	08:30	2.24	1.77	03:40	1.26	17:50	2.33	1.58	03:45	0.033	17:50	0.126	0.068	0.068	-
04/20/2025	02:55	1.21	09:25	2.35	1.76	02:55	1.22	11:25	1.96	1.55	02:55	0.029	09:20	0.121	0.067	0.067	0.01
04/21/2025	02:40	1.21	18:20	2.27	1.75	22:25	1.03	20:30	1.87	1.53	23:55	0.028	19:40	0.109	0.065	0.065	0.11
04/22/2025	01:35	1.21	19:40	2.26	1.72	00:05	1.02	20:20	1.86	1.51	01:35	0.025	19:40	0.108	0.063	0.063	-
04/23/2025	01:55	1.17	20:05	2.16	1.65	03:25	1.19	19:55	1.89	1.49	01:55	0.028	20:10	0.102	0.058	0.058	-
04/24/2025	02:40	1.10	07:40	2.07	1.64	02:40	1.15	07:50	1.86	1.48	02:40	0.024	07:45	0.095	0.058	0.058	-
04/25/2025	01:20	1.09	09:00	2.10	1.60	01:20	1.14	08:20	1.75	1.45	01:20	0.023	09:00	0.091	0.055	0.055	-
04/26/2025	03:20	1.04	09:25	2.23	1.58	03:25	1.11	14:25	2.01	1.44	03:20	0.022	11:35	0.102	0.053	0.053	-
04/27/2025	03:55	0.96	12:45	2.11	1.57	02:45	1.08	18:45	1.84	1.45	02:45	0.019	18:45	0.098	0.054	0.054	-
04/28/2025	01:40	0.92	20:40	1.96	1.49	01:40	1.03	18:00	1.76	1.39	01:40	0.017	20:40	0.083	0.047	0.047	-

01/17/2025 00:00 - 04/28/2025 23:59

	DFINAL (in)	VFINAL (ft/s)	QFINAL (MGD - Total MG)	Rain (in)
Total			16.690	14.59
Average	2.63	1.97	0.164	

ORC_5B

Site Commentary

SITE INFORMATION

Pipe	Circular (12 in H x 12 in W)
Silt	0.00 (in)

OBSERVATIONS

Average flow depth, velocity, and quantity data observed during **Friday, 17 January 2025 to Monday, 28 April 2025**, along with observed minimum and maximum data, are provided in the following table.

The site operated under mostly freeflow conditions for the duration of the study. Surcharge conditions were observed on **Thursday, 6 February 2025**. Lower confidence in data due to hydraulic conditions at this site.

Observed Flow Conditions			
Item	**DFINAL (in)**	**VFINAL (ft/s)**	**QFINAL (MGD - Total MG)**
Average	1.90	8.39	0.439
Minimum	0.28	0.36	0.025
Maximum	25.22	12.45	1.428
Min Time	01/25/2025 5:15:00 AM	02/06/2025 10:40:00 AM	01/28/2025 2:40:00 AM
Max Time	02/06/2025 9:50:00 AM	02/24/2025 11:50:00 AM	02/23/2025 4:45:00 PM

Based upon the quality and consistency of the observed flow depth and velocity data, the Continuity equation was used to calculate flow rate and quantities during the monitoring period.

Values in the Observed Flow Conditions are based on the 5-minute average.

Values in the graphical reports are based on the one hour average.

Values in the tabular report are based on the 5-minute average.

DATA UPTIME

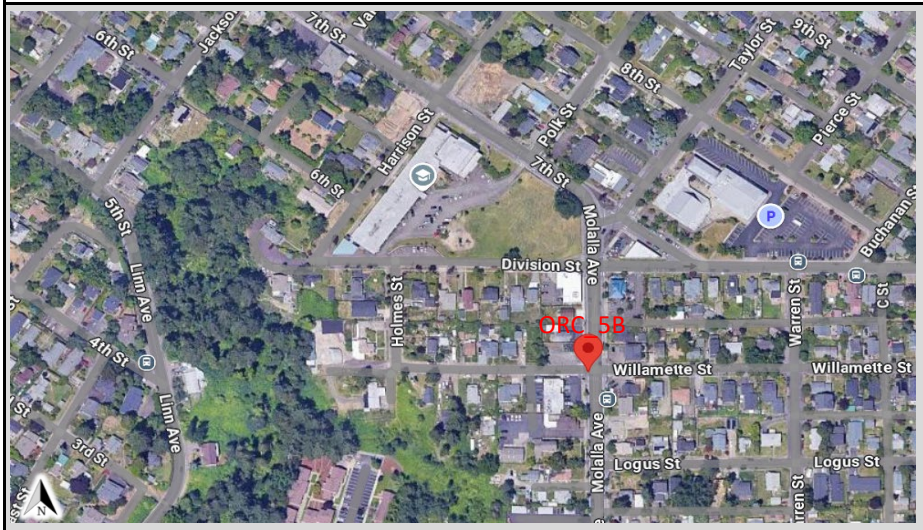
Data uptime observed during **Friday, 17 January 2025 to Monday, 28 April 2025** is provided in the following table:

Equipment was temporarily removed on **Tuesday, 28 January 2025** and reinstalled on **Tuesday, 4 February 2025.**

Percent Uptime	
DFINAL (in)	93
VFINAL (ft/s)	93
QFINAL (MGD - Total MG)	93

ORCity.Wallis.TFM.OR24		Site Name
Flow Monitoring Site Report	ADS ENVIRONMENTAL SERVICES®	ORC_5B

Site Address /Location:	124A Molalla Ave, Oregon City, OR 97045			Monitor Series	Location Type
				TRITON+	Temporary
Site Access Details:	On Road	Latitude:	47.6447822	Pipe Size (H x W)	Pipe Shape
		Longitude:	-122.3768394	12.00 x 12.00	Circular



Manhole #	System Characteristics
5B	Residential
Access	Traffic
Drive	Medium







ADS Project Name:	ORCity.Wallis.TFM.OR24
ADS Project Number:	23119.11.325

Installation Information

Installation Date:	Installation Type:
Thursday, January 16, 2025	Doppler Standard Ring and Crank
Monitoring Location (Sensors):	Monitor Location:
Upstream 0-5 FT	Manhole
Sensors / Devices:	Pressure Sensor Range (psi)
Peak Combo (CS4), Smart Depth (CS5)	0 - 5 psi

Installation Confirmation:

Time	
9:02:00 AM	
Depth of Flow (Wet DOF) (in)	
1.13	
CS58 Physical Offset (in)	Measurement Confidence (in)
2.38	0.38"
Peak Velocity (fps)	Velocity Sensor Offset (in)
12.69	N/A
Silt (in)	Silt Type
0	

Manhole / Pipe Information:

Manhole Depth (Approx. FT):	Manhole Configuration
9	Single
Manhole Material:	Manhole Condition:
Concrete	Good
Manhole Opening Diameter (in)	Manhole Diameter (Approx.):
24	26
Manhole Cover	Manhole Frame
Steel	Normal
Active Connections	Air Quality:
No	Normal
Pipe Material	Pipe Condition:
PVC	Good

Communication Information:

Communication Type	Antenna Location
Wireless	Manhole Pick / Vent Hole

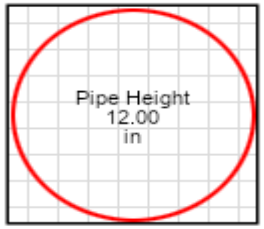
Additional Site Info. / Comments:

Hydrograph Report

ORC_5B

Flow Monitor

ORC_5B

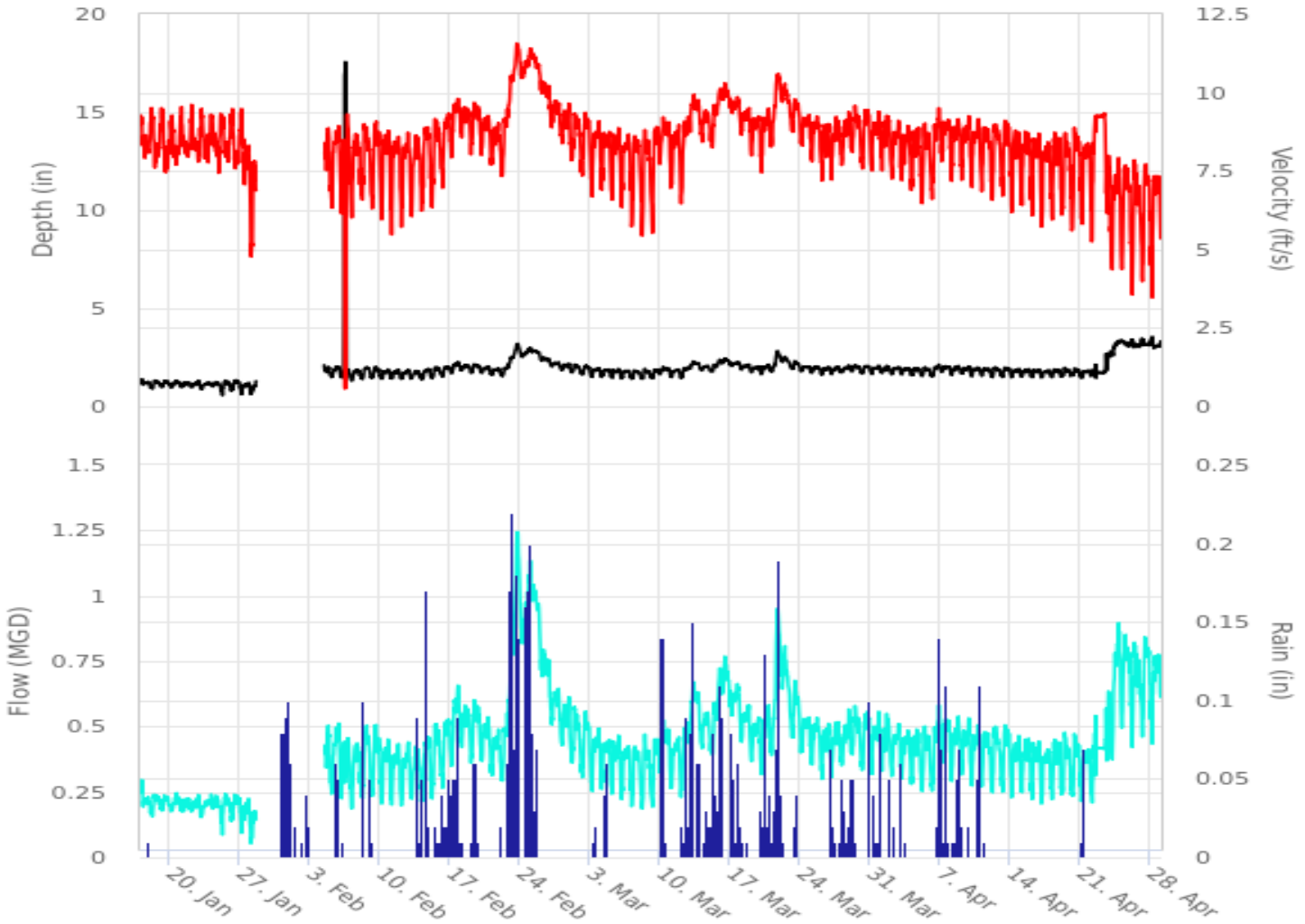


Report Period

01/17/2025
To
04/28/2025

Legend

DFINAL
Rain
VFINAL
QFINAL



Scattergraph Report

ORC_5B

Flow Monitor

ORC_5B

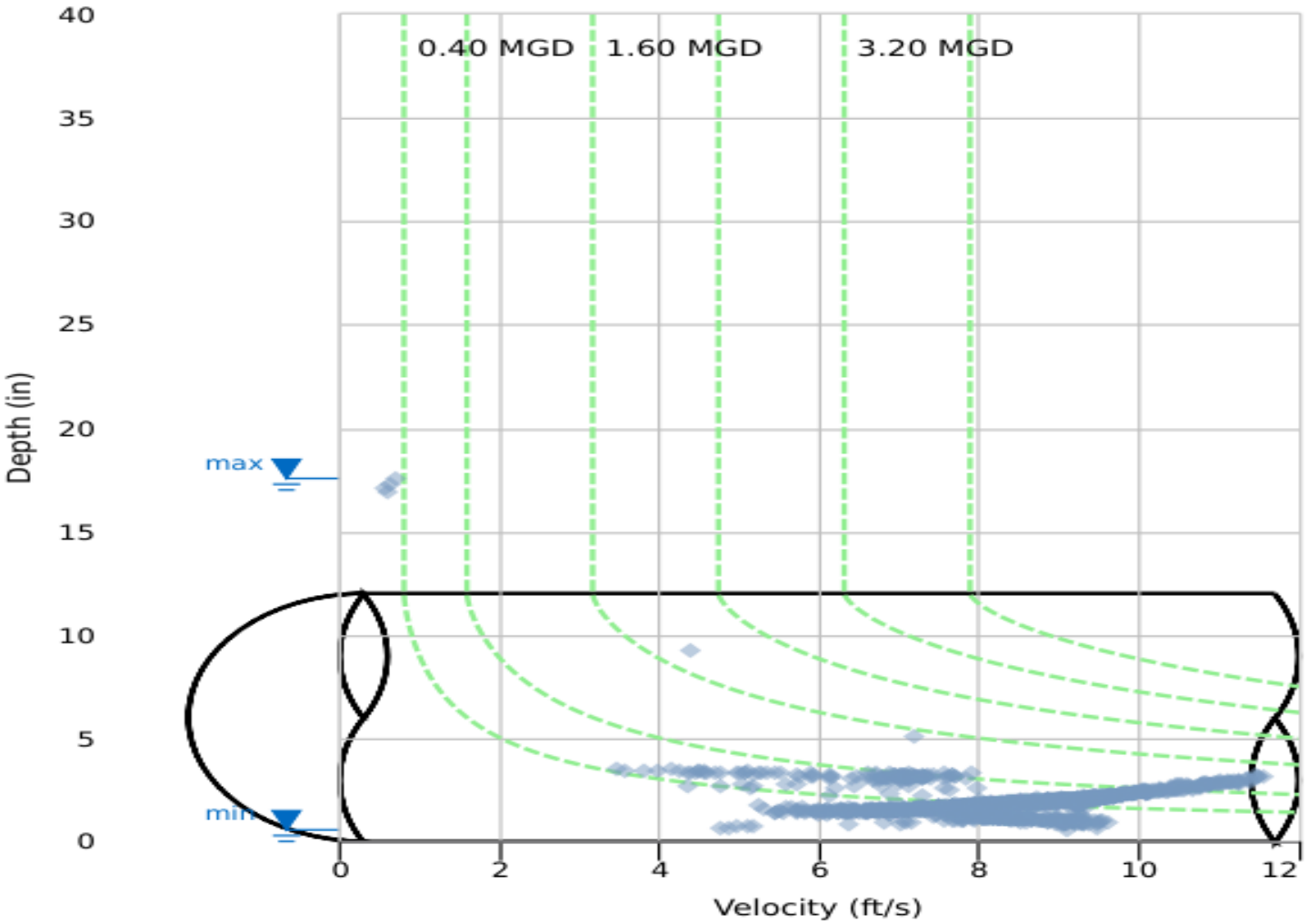
Pipe Height
12.00
in

Report Period

01/17/2025
To
04/28/2025

Legend

- DFINAL - VFINAL
- Iso-Q™
- Min-Max Depth



Daily Tabular Report

01/17/2025 00:59 - 04/28/2025 23:59
ORC_5B Pipe: Circular (12 in H x 12 in W), Silt 0.00 in

	DFINAL (in)					VFINAL (ft/s)					QFINAL (MGD - Total MG)						Rain (in)
Date	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Total	Total
01/17/2025	22:55	0.82	14:55	1.68	1.21	04:50	5.74	03:05	10.45	8.40	11:45	0.136	04:20	0.376	0.224	0.215	0.01
01/18/2025	05:25	0.75	19:05	1.72	1.15	11:25	5.62	06:45	11.87	8.51	04:40	0.100	19:05	0.367	0.208	0.208	-
01/19/2025	00:00	0.94	00:10	2.05	1.16	14:00	5.73	03:20	10.67	8.44	06:30	0.141	00:10	0.520	0.210	0.210	-
01/20/2025	00:00	0.94	22:10	1.75	1.14	08:25	5.22	01:50	11.23	8.44	08:25	0.096	22:10	0.390	0.206	0.206	-
01/21/2025	00:00	0.94	15:05	1.58	1.12	22:40	5.64	03:50	10.70	8.47	22:40	0.134	15:40	0.326	0.203	0.203	-
01/22/2025	00:00	0.94	15:25	1.75	1.12	05:00	6.57	01:10	11.28	8.51	05:00	0.121	15:25	0.380	0.203	0.203	-
01/23/2025	02:40	0.65	20:20	1.54	1.07	16:15	6.52	03:20	10.62	8.56	02:10	0.104	20:20	0.305	0.191	0.191	-
01/24/2025	06:40	0.80	14:00	1.82	1.13	20:35	4.18	01:50	10.61	8.60	20:35	0.077	14:00	0.423	0.209	0.209	-
01/25/2025	05:15	0.28	11:10	1.69	1.08	19:55	5.55	00:35	11.41	8.55	05:20	0.027	11:10	0.363	0.193	0.193	-
01/26/2025	02:35	0.38	09:45	1.85	1.12	17:00	5.59	04:50	10.93	8.38	02:35	0.044	09:45	0.417	0.199	0.199	-
01/27/2025	02:00	0.39	11:05	1.56	1.01	23:05	5.22	02:05	11.40	8.26	01:50	0.043	11:05	0.387	0.173	0.173	-
01/28/2025	00:40	0.43	10:40	1.35	0.88	04:00	3.58	09:30	9.83	6.47	02:40	0.025	10:40	0.299	0.121	0.066	-
01/29/2025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
01/30/2025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
01/31/2025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.87
02/01/2025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.03
02/02/2025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.09
02/03/2025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
02/04/2025	23:55	1.42	21:00	2.35	1.86	23:55	5.42	20:55	10.12	8.20	23:55	0.183	20:55	0.695	0.418	0.244	-
02/05/2025	04:20	1.32	15:15	2.42	1.80	04:15	4.83	12:40	9.95	7.94	04:15	0.148	15:15	0.706	0.392	0.392	0.19
02/06/2025	23:55	1.25	09:50	25.22	4.74	10:40	0.36	14:40	9.96	6.54	14:30	0.085	17:50	0.634	0.356	0.356	0.01
02/07/2025	03:30	1.17	18:45	2.15	1.66	04:40	4.25	12:20	9.91	7.74	04:40	0.112	13:50	0.597	0.344	0.344	-
02/08/2025	05:55	1.23	15:50	2.25	1.75	04:00	5.14	14:05	9.97	7.98	04:00	0.145	15:50	0.647	0.381	0.381	0.25
02/09/2025	02:55	1.30	14:30	2.39	1.74	04:55	4.56	12:40	10.19	7.95	04:55	0.142	14:30	0.701	0.375	0.375	0.01
02/10/2025	06:10	1.28	18:05	2.24	1.67	04:30	4.35	20:10	9.86	7.80	04:30	0.136	18:05	0.641	0.346	0.346	-
02/11/2025	05:25	1.28	17:55	2.11	1.67	03:40	4.30	09:15	9.76	7.73	04:30	0.142	17:55	0.571	0.342	0.342	-
02/12/2025	00:40	1.25	20:00	2.17	1.65	04:45	4.47	10:00	9.78	7.72	01:40	0.134	20:00	0.608	0.336	0.336	-
02/13/2025	01:05	1.28	13:00	2.15	1.65	04:00	4.45	12:00	10.00	7.71	02:45	0.149	13:00	0.605	0.334	0.334	0.24
02/14/2025	02:35	1.24	13:40	2.21	1.69	03:00	4.44	12:05	9.90	7.94	03:20	0.129	13:40	0.624	0.360	0.360	0.30
02/15/2025	04:10	1.26	14:05	2.32	1.77	05:00	5.17	09:50	9.87	8.13	05:00	0.149	14:05	0.670	0.391	0.391	0.08
02/16/2025	05:20	1.34	11:50	2.30	1.84	06:00	5.59	21:40	10.14	8.50	06:00	0.174	11:50	0.683	0.431	0.431	0.32
02/17/2025	02:50	1.49	19:55	2.53	2.02	04:20	6.58	12:20	10.86	9.20	03:20	0.253	19:55	0.804	0.526	0.526	0.53
02/18/2025	23:40	1.61	11:20	2.46	1.98	02:20	7.54	21:05	10.37	9.15	23:40	0.317	11:20	0.772	0.508	0.508	0.03
02/19/2025	04:00	1.50	12:30	2.35	1.97	03:35	6.61	09:40	10.36	9.09	03:35	0.253	09:40	0.720	0.501	0.501	0.34
02/20/2025	03:40	1.43	18:10	2.22	1.88	02:40	6.62	17:45	10.08	8.81	02:40	0.242	18:10	0.639	0.453	0.453	-
02/21/2025	03:45	1.40	08:05	2.23	1.80	05:30	6.06	08:05	10.24	8.48	05:30	0.205	08:05	0.666	0.412	0.412	0.04
02/22/2025	03:30	1.34	23:55	2.50	1.88	04:45	5.49	10:10	10.90	8.75	04:45	0.171	23:55	0.803	0.460	0.460	0.95
02/23/2025	05:50	2.23	16:45	3.44	2.79	05:50	9.62	18:10	11.92	10.93	05:50	0.626	16:45	1.428	0.989	0.989	1.13
02/24/2025	04:55	2.25	20:45	3.28	2.73	09:45	9.89	11:50	12.45	10.85	04:05	0.663	23:40	1.299	0.945	0.945	1.03
02/25/2025	23:10	2.25	14:15	3.15	2.78	23:40	9.70	04:00	11.93	11.01	23:40	0.640	14:15	1.184	0.983	0.983	0.33
02/26/2025	23:55	1.98	14:25	2.82	2.38	18:10	8.57	05:35	11.22	10.07	23:35	0.485	14:25	0.946	0.725	0.725	-
02/27/2025	03:10	1.81	08:20	2.56	2.15	23:10	7.37	18:25	10.56	9.42	23:10	0.355	08:20	0.824	0.586	0.586	-
02/28/2025	01:35	1.62	08:35	2.48	2.03	23:10	6.86	10:15	10.44	9.02	04:50	0.291	08:35	0.783	0.518	0.518	-
03/01/2025	04:40	1.50	10:50	2.35	1.94	02:55	6.20	09:10	10.22	8.70	02:55	0.238	16:25	0.711	0.470	0.470	-
03/02/2025	04:25	1.41	13:45	2.46	1.88	03:05	5.95	11:20	10.33	8.54	03:05	0.213	11:00	0.741	0.443	0.443	-
03/03/2025	04:15	1.32	20:05	2.39	1.79	04:05	5.07	07:55	10.22	8.28	04:05	0.164	20:05	0.734	0.401	0.401	0.06
03/04/2025	02:15	1.33	11:30	2.10	1.75	02:00	5.73	19:50	9.95	8.13	03:55	0.181	09:55	0.572	0.382	0.382	0.10
03/05/2025	02:35	1.30	10:40	2.12	1.71	03:20	4.67	10:40	9.98	7.95	03:20	0.144	10:40	0.603	0.362	0.362	-
03/06/2025	03:30	1.29	11:35	2.19	1.69	03:15	4.81	19:10	9.94	7.89	03:15	0.145	11:35	0.605	0.353	0.353	-
03/07/2025	02:15	1.31	10:40	2.04	1.66	02:30	4.39	08:00	9.81	7.72	03:35	0.135	08:05	0.552	0.340	0.340	-
03/08/2025	02:25	1.31	10:00	2.31	1.66	04:55	4.37	10:00	10.20	7.66	03:10	0.140	10:00	0.698	0.338	0.338	-
03/09/2025	00:30	1.29	09:50	2.19	1.70	05:35	4.30	09:50	9.84	7.78	05:35	0.139	09:50	0.625	0.354	0.354	0.08
03/10/2025	23:25	1.39	06:35	2.30	1.86	23:30	6.37	18:45	10.15	8.69	23:30	0.210	06:40	0.661	0.441	0.441	0.58
03/11/2025	01:40	1.29	11:05	2.30	1.74	04:05	5.12	08:35	9.80	8.14	04:05	0.150	11:05	0.663	0.379	0.379	0.02
03/12/2025	03:35	1.29	19:15	2.22	1.81	01:50	5.13	18:30	9.98	8.39	01:50	0.154	19:15	0.635	0.418	0.418	0.71
03/13/2025	23:45	1.71	08:55	2.51	2.15	23:40	7.67	08:20	10.37	9.57	23:45	0.352	08:55	0.795	0.596	0.596	0.55
03/14/2025	23:55	1.56	08:55	2.40	1.96	23:50	7.25	06:50	10.21	9.01	23:50	0.290	08:55	0.722	0.492	0.492	0.14
03/15/2025	03:05	1.57	21:50	2.59	2.05	04:25	7.02	23:10	10.60	9.30	04:55	0.281	21:50	0.832	0.546	0.546	0.86
03/16/2025	23:20	1.91	09:50	2.62	2.30	22:00	8.55	09:00	10.65	9.92	22:00	0.452	08:10	0.858	0.679	0.679	0.22
03/17/2025	23:40	1.80	00:40	2.50	2.17	23:40	7.82	14:25	11.91	9.56	23:40	0.374	14:25	0.852	0.602	0.602	0.26
03/18/2025	23:25	1.54	17:50	2.47	2.01	01:15	7.59	05:45	10.26	9.16	23:00	0.304	17:55	0.748	0.519	0.519	0.02
03/19/2025	02:20	1.52	12:20	2.29	1.91	02:15	6.55	10:25	10.14	8.77	02:15	0.255	12:20	0.673	0.463	0.463	0.08
03/20/2025	01:15	1.42	17:45	2.45	1.94	02:10	6.01	17:45	10.24	8.82	01:15	0.219	17:45	0.763	0.476	0.476	0.36
03/21/2025	02:45	1.54	17:40	3.14	2.30	02:45	7.00	18:30	10.89	9.67	02:45	0.267	17:40	1.111	0.675	0.675	1.03
03/22/2025	23:40	1.83	10:25	2.72	2.34	23:40	8.19	03:30	10.95	9.88	23:40	0.402	03:30	0.933	0.694	0.694	0.01
03/23/2025	23:35	1.64	10:10	2.52	2.10	23:35	7.21	16:25	11.41	9.33	23:35	0.301	10:10	0.800	0.562	0.562	0.10
03/24/2025	00:25	1.55	16:10	2.31	1.95	22:55	6.88	14:15	11.23	8.92	02:15	0.279	14:15	0.730	0.485	0.485	-
03/25/2025	03:50	1.49	11:20	2.43	1.90	03:45	6.13	11:20	10.27	8.68	03:45	0.234	11:20	0.755	0.457	0.457	-
03/26/2025	03:50	1.45	12:00	2.24	1.87	13:35	5.10	13:30	10.03	8.42	03:55	0.206	18:00	0.645	0.431	0.431	0.14
03/27/2025	02:20	1.44	16:20	2.24	1.87	03:00	5.76	17:35	9.94	8.47	02:25	0.202	16:20	0.647	0.433	0.433	0.14
03/28/2025	04:00	1.53	19:25	2.57	1.90	04:00	6.47	16:45	10.50	8.64	04:00	0.245	19:25	0.831	0.454	0.454	0.20
03/29/2025	01:30	1.59	08:35	2.35	1.95	00:30	6.98	18:40	10.21	8.86	00:30	0.285	08:35	0.712	0.480	0.480	0.12

	DFINAL (in)					VFINAL (ft/s)					QFINAL (MGD - Total MG)						Rain (in)
Date	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Time	Min	Time	Max	Avg	Total	Total
03/30/2025	03:45	1.50	13:15	2.32	1.91	02:25	6.36	11:00	10.59	8.69	03:40	0.244	16:00	0.697	0.461	0.461	0.18
03/31/2025	03:20	1.48	09:55	2.34	1.90	02:35	5.92	09:55	10.38	8.63	02:35	0.215	09:55	0.726	0.451	0.451	0.16
04/01/2025	02:05	1.49	14:10	2.65	1.89	11:35	6.24	14:10	10.52	8.60	02:05	0.229	14:10	0.876	0.448	0.448	0.06
04/02/2025	04:05	1.43	08:45	2.40	1.86	02:40	5.88	09:40	10.58	8.36	02:45	0.210	08:45	0.742	0.427	0.427	0.11
04/03/2025	02:00	1.41	12:40	2.55	1.83	09:20	5.60	12:40	10.41	8.25	02:50	0.203	12:40	0.820	0.412	0.412	0.01
04/04/2025	01:50	1.40	14:10	2.63	1.80	01:45	5.45	14:10	10.55	8.06	01:45	0.184	14:10	0.870	0.394	0.394	-
04/05/2025	03:15	1.40	18:35	2.25	1.79	04:00	5.11	08:15	10.12	8.03	04:00	0.188	18:35	0.664	0.390	0.390	-
04/06/2025	02:00	1.40	19:20	2.32	1.87	03:40	5.30	15:10	10.19	8.37	03:40	0.183	15:10	0.698	0.433	0.433	0.68
04/07/2025	09:50	1.49	11:10	2.41	1.93	02:55	6.77	11:10	10.33	8.66	09:50	0.265	11:10	0.750	0.462	0.462	0.20
04/08/2025	02:20	1.42	09:40	2.36	1.88	02:55	5.81	13:35	10.80	8.46	02:20	0.206	18:15	0.671	0.438	0.438	0.24
04/09/2025	23:35	1.47	10:10	2.44	1.86	02:50	5.95	10:10	10.20	8.42	02:50	0.229	10:10	0.753	0.429	0.429	0.02
04/10/2025	01:55	1.36	11:30	2.27	1.82	02:30	5.94	13:30	10.29	8.34	01:55	0.191	11:30	0.630	0.411	0.411	0.23
04/11/2025	02:55	1.37	10:00	2.16	1.80	02:15	5.45	18:05	10.18	8.24	02:55	0.182	17:40	0.594	0.401	0.401	0.02
04/12/2025	02:35	1.34	09:50	2.21	1.78	03:10	5.43	14:20	10.10	8.15	03:10	0.178	14:20	0.647	0.393	0.393	-
04/13/2025	04:15	1.36	19:20	2.27	1.80	23:45	5.23	09:15	10.14	8.22	23:45	0.172	19:20	0.644	0.402	0.402	-
04/14/2025	02:15	1.35	19:00	2.33	1.73	01:55	4.96	13:05	10.16	8.00	01:55	0.161	19:00	0.672	0.371	0.371	-
04/15/2025	00:45	1.39	19:35	2.07	1.73	02:45	4.72	11:50	10.07	7.93	02:35	0.171	11:50	0.558	0.367	0.367	-
04/16/2025	00:15	1.36	20:20	2.23	1.72	03:05	4.68	18:00	10.06	7.84	03:05	0.154	20:20	0.641	0.361	0.361	-
04/17/2025	04:10	1.38	17:30	2.19	1.70	03:40	4.65	18:25	9.94	7.58	04:10	0.157	17:30	0.620	0.345	0.345	-
04/18/2025	04:25	1.36	16:10	2.12	1.72	03:25	4.58	07:25	9.75	7.75	03:25	0.153	09:25	0.562	0.355	0.355	-
04/19/2025	05:15	1.38	09:45	2.25	1.74	03:55	4.63	09:45	9.81	7.65	05:15	0.161	09:45	0.645	0.360	0.360	-
04/20/2025	06:10	1.40	09:55	2.31	1.75	03:30	4.38	09:10	9.98	7.56	06:05	0.170	09:55	0.678	0.356	0.356	0.01
04/21/2025	04:25	1.34	15:10	2.09	1.70	02:00	4.29	08:55	9.70	7.57	04:30	0.152	08:55	0.561	0.344	0.344	0.11
04/22/2025	12:15	0.82	11:20	2.77	1.72	02:30	4.37	06:05	9.72	8.35	12:15	0.131	11:20	0.777	0.380	0.380	-
04/23/2025	14:30	0.77	14:40	3.76	2.13	11:35	3.43	18:00	9.73	7.99	14:25	0.079	13:25	1.032	0.474	0.474	-
04/24/2025	06:25	2.06	07:30	3.72	3.06	03:10	2.84	09:35	9.81	6.51	03:10	0.252	17:00	1.215	0.675	0.675	-
04/25/2025	19:10	2.70	10:15	3.60	3.23	03:55	3.05	20:35	10.04	6.42	03:55	0.350	20:35	1.265	0.708	0.708	-
04/26/2025	13:00	2.82	02:35	3.69	3.16	02:30	1.73	13:05	10.37	6.26	02:30	0.224	14:15	1.134	0.666	0.666	-
04/27/2025	08:25	2.88	04:00	3.55	3.23	03:50	2.73	10:10	9.68	6.32	03:50	0.340	17:35	1.182	0.693	0.693	-
04/28/2025	11:05	2.80	03:40	3.61	3.15	03:10	2.74	12:10	10.10	6.37	03:30	0.342	12:10	1.152	0.675	0.674	-

01/17/2025 00:59 - 04/28/2025 23:59

	DFINAL (in)	VFINAL (ft/s)	QFINAL (MGD - Total MG)	Rain (in)
Total			41.721	14.59
Average	1.90	8.38	0.437	

ORC_Raingauge

Site Commentary

SITE INFORMATION

Rain Gauge	8” Tipping Bucket

OBSERVATIONS

The total rainfall recorded for the study was 14.59 inches.

DATA UPTIME

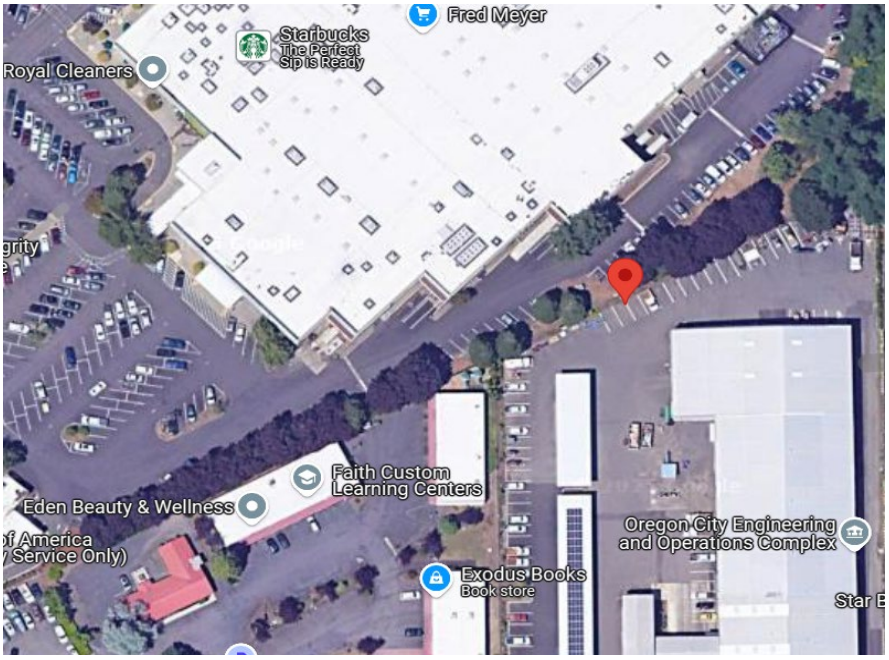
Data uptime observed during **Friday, 17 January 2025 to Monday, 28 April 2025** is provided in the following table:

Percent Uptime	
RAIN (in)	100

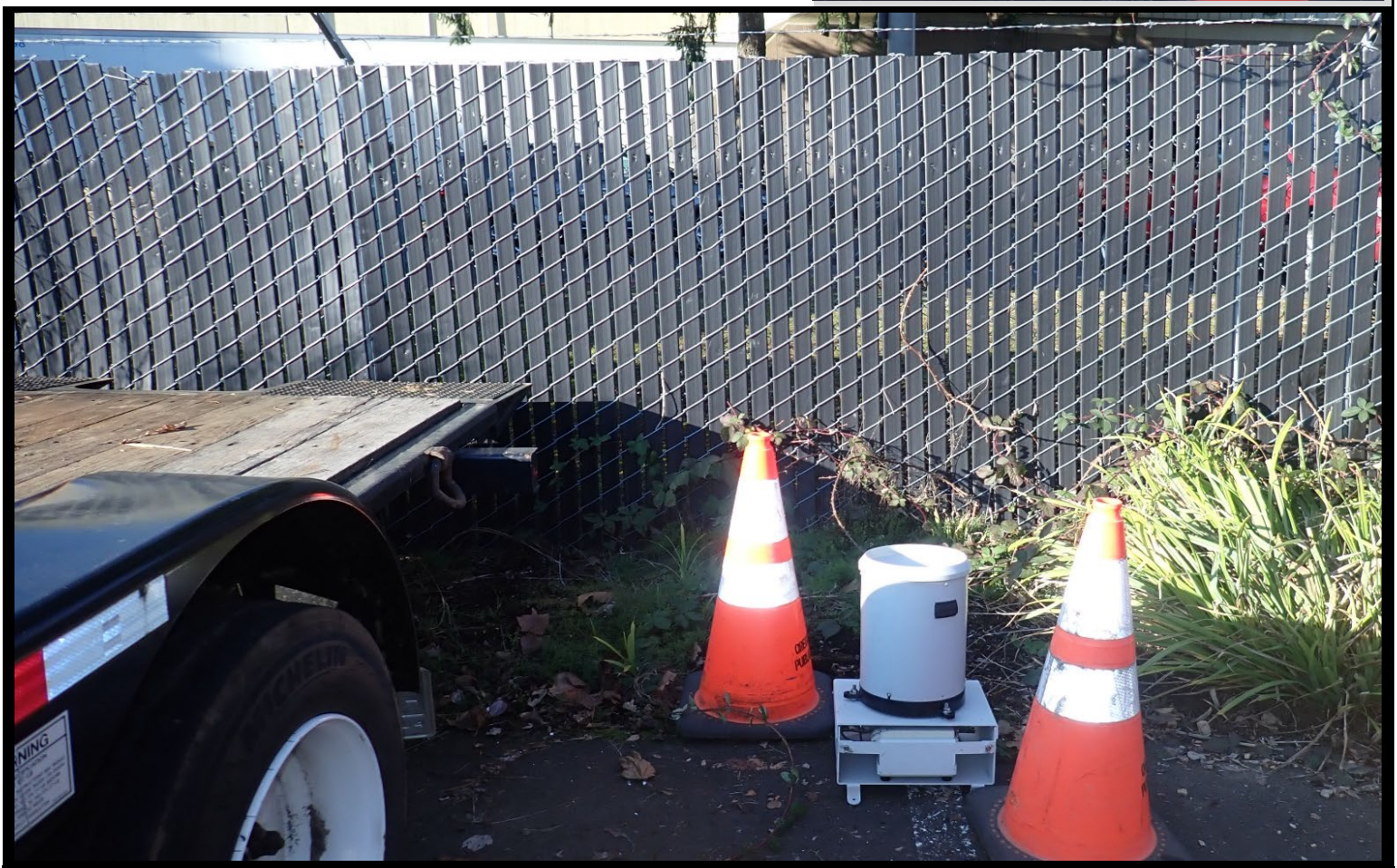
ORCity.Wallis.TFM.OR24		Site Name
Rainfall Monitoring Site Report	ADS ENVIRONMENTAL SERVICES®	ORC_Raingauge

Site Address /Location:	13895 Fir St, Oregon City, OR 97045			Monitor Series	Location Type
				Rain Alert III	Temporary
Site Access Details:	Located back parking lot	Latitude:	45.330614	Installation Date	
		Longitude:	-122.582381	1.15.2025	

Location	
On Ground	
Access	Traffic
Drive	None







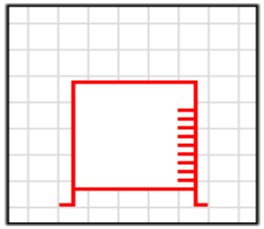
ADS Project Name:	ORCity.Wallis.TFM.OR24
ADS Project Number:	23119.11.325

Hydrograph Report

ORC_Raingauge

Rain Gauge

ORC_Raingage



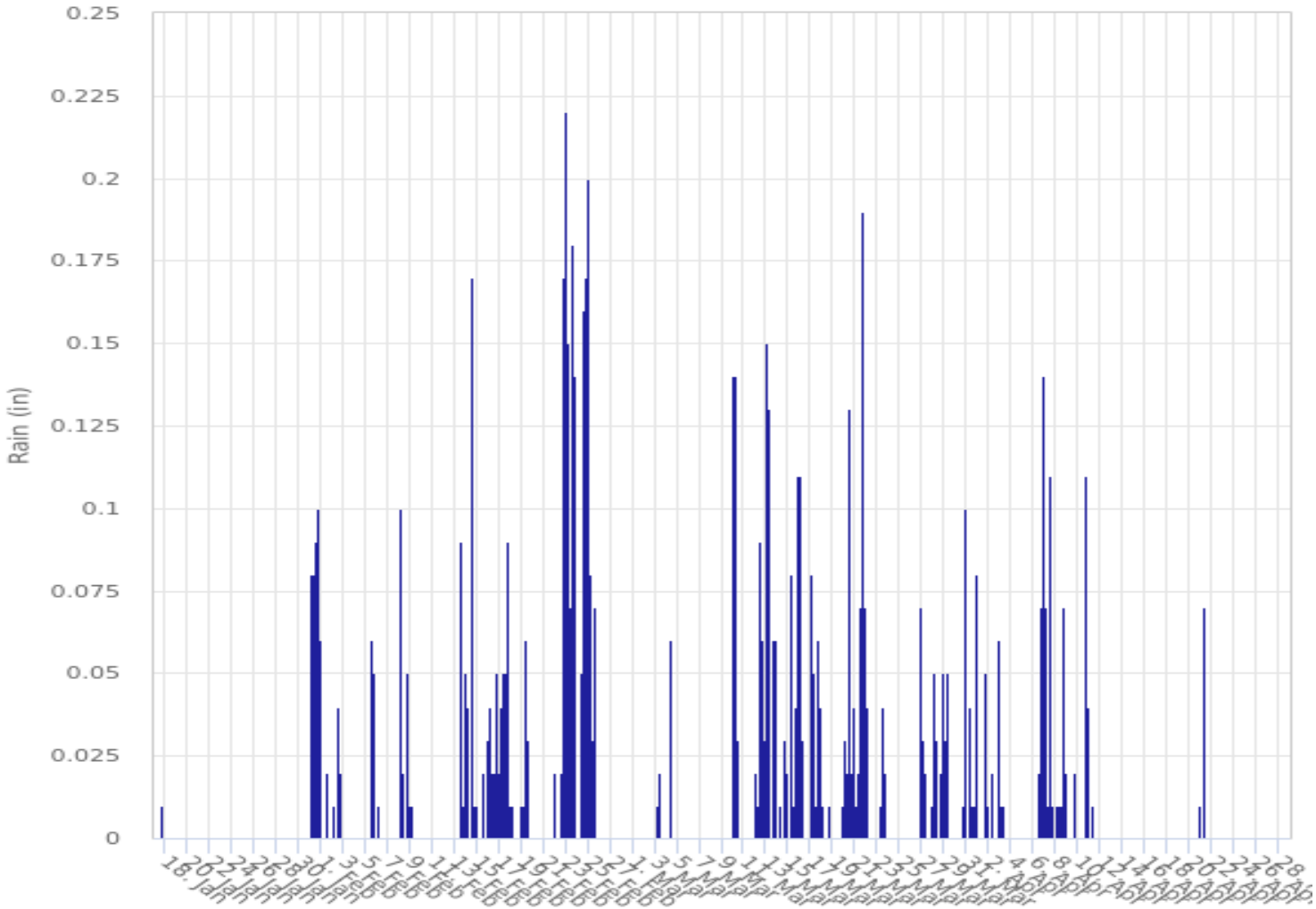
Report Period

01/17/2025
To
04/28/2025

Legend

DFINAL
Rain
VFINAL
QFINAL

ADS ENVIRONMENTAL SERVICES



Daily Tabular Report

01/17/2025 00:00 - 04/28/2025 23:59
ORC_Raingauge RainGauge: Unknown (0 H x 0 W), Silt 0.00

	Rain (in)
Date	Total
01/17/2025	0.01
01/18/2025	-
01/19/2025	-
01/20/2025	-
01/21/2025	-
01/22/2025	-
01/23/2025	-
01/24/2025	-
01/25/2025	-
01/26/2025	-
01/27/2025	-
01/28/2025	-
01/29/2025	-
01/30/2025	-
01/31/2025	0.87
02/01/2025	0.03
02/02/2025	0.09
02/03/2025	-
02/04/2025	-
02/05/2025	0.19
02/06/2025	0.01
02/07/2025	-
02/08/2025	0.25
02/09/2025	0.01
02/10/2025	-
02/11/2025	-
02/12/2025	-
02/13/2025	0.24
02/14/2025	0.30
02/15/2025	0.08
02/16/2025	0.32
02/17/2025	0.53
02/18/2025	0.03
02/19/2025	0.34
02/20/2025	-
02/21/2025	0.04
02/22/2025	0.95
02/23/2025	1.13
02/24/2025	1.03
02/25/2025	0.33
02/26/2025	-
02/27/2025	-
02/28/2025	-
03/01/2025	-
03/02/2025	-
03/03/2025	0.06
03/04/2025	0.10
03/05/2025	-
03/06/2025	-
03/07/2025	-
03/08/2025	-
03/09/2025	0.08
03/10/2025	0.58
03/11/2025	0.02
03/12/2025	0.71
03/13/2025	0.55
03/14/2025	0.14
03/15/2025	0.86
03/16/2025	0.22
03/17/2025	0.26
03/18/2025	0.02
03/19/2025	0.08
03/20/2025	0.36
03/21/2025	1.03
03/22/2025	0.01
03/23/2025	0.10
03/24/2025	-
03/25/2025	-
03/26/2025	0.14
03/27/2025	0.14
03/28/2025	0.20
03/29/2025	0.12
03/30/2025	0.18

	Rain (in)
Date	Total
03/31/2025	0.16
04/01/2025	0.06
04/02/2025	0.11
04/03/2025	0.01
04/04/2025	-
04/05/2025	-
04/06/2025	0.68
04/07/2025	0.20
04/08/2025	0.24
04/09/2025	0.02
04/10/2025	0.23
04/11/2025	0.02
04/12/2025	-
04/13/2025	-
04/14/2025	-
04/15/2025	-
04/16/2025	-
04/17/2025	-
04/18/2025	-
04/19/2025	-
04/20/2025	0.01
04/21/2025	0.11
04/22/2025	-
04/23/2025	-
04/24/2025	-
04/25/2025	-
04/26/2025	-
04/27/2025	-
04/28/2025	-

01/17/2025 00:00 - 04/28/2025 23:59

	Rain (in)
Total	14.59

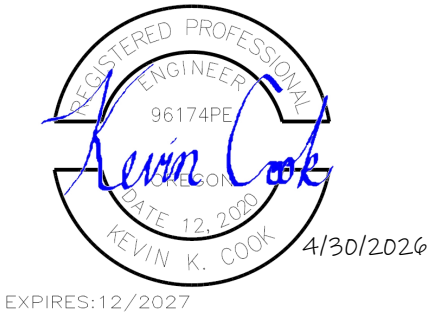
TECHNICAL MEMORANDUM

Date: April 30, 2026

To: Kenneth Cannady-Shultz, PE, Oregon City; Jason Hanauska, PE, Wallis Engineering

From: Kevin Cook, PE, Sudip Gautam, PhD; BHC Consultants, LLC

Subject: 2025 Oregon City Inflow and Infiltration Analysis



Kevin Karl Cook, PE
BHC Consultants, LLC

1. Introduction

The City of Oregon City (City) provides sanitary sewer collection services to approximately 33,000 residents across an area of roughly 9.3 square miles. The City owns and maintains more than 148 miles of gravity pipes, 6 miles of sanitary force mains, 3,700 manholes, and 12 major lift stations. As part of its ongoing commitment to reduce inflow and infiltration (I/I) in the sanitary sewer system, the City is advancing it's I/I Reduction Program.

Wallis Engineering (Wallis) is assisting the City in this task by administering the I/I Reduction Program. BHC Consultants, LLC (BHC) has been contracted by Wallis to provide support on the ongoing I/I Reduction Program. Wallis has requested that BHC perform the following tasks:

- Review flow monitoring data collected during the 2024–2025 wet season and assess its quality and suitability for evaluating I/I reduction.
- Perform preliminary evaluation of I/I reduction by comparing pre- and post-rehabilitation flow and rainfall data to assess the effectiveness of the reduction efforts.
- Calibrate the hydraulic model using the recent flow monitoring data to evaluate simulated reductions in I/I.

- Provide recommendations for future flow monitoring, analysis, and considerations based on the analysis results.

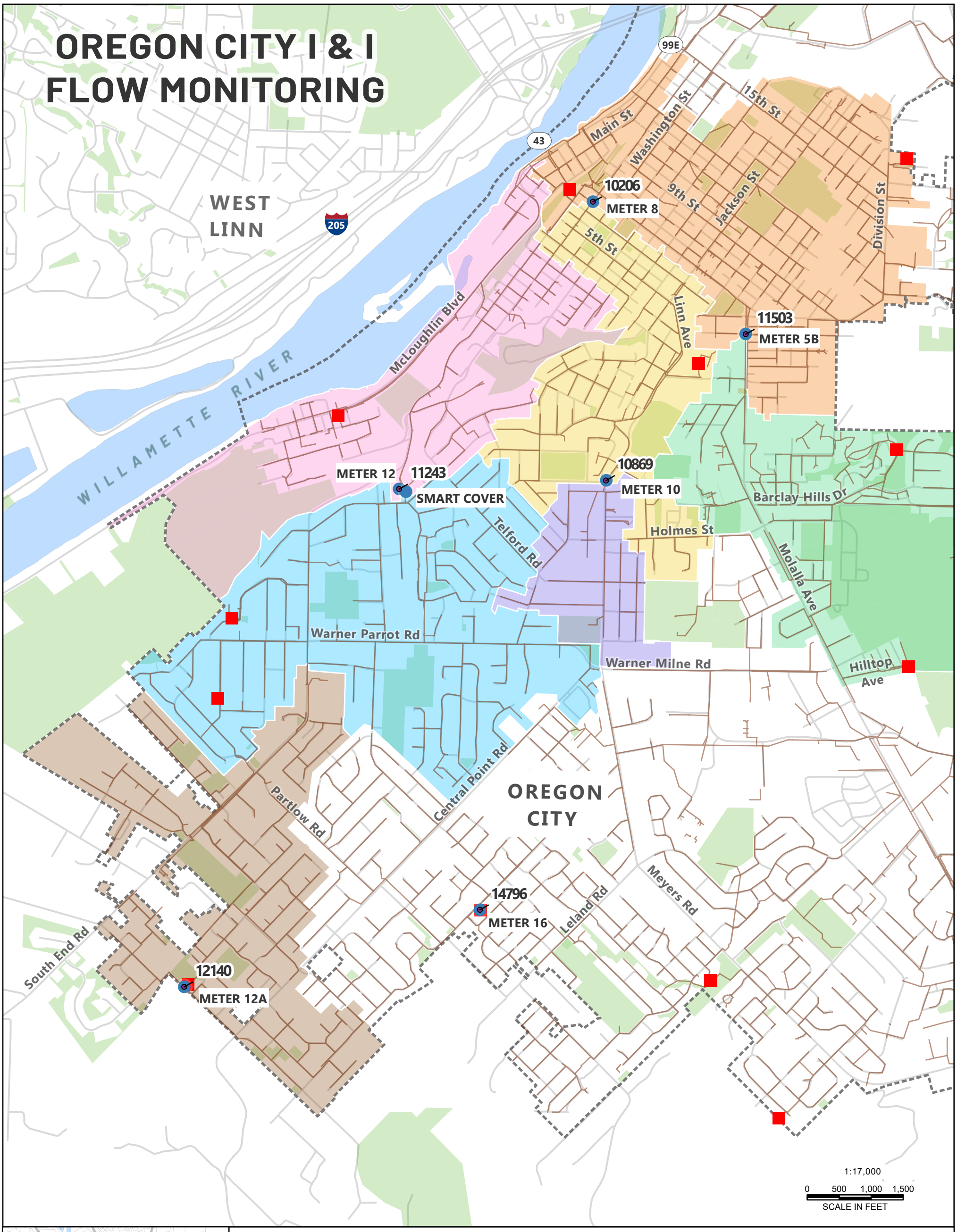
This Technical Memorandum presents a summary of findings from the I/I analysis, which is based on newly collected flow and rainfall data from the 2024–2025 wet season. These findings offer insight into the impact of recent sewer rehabilitation projects, assess the performance improvements realized through the I/I Reduction Program to date, and support the development of future I/I mitigation strategies.

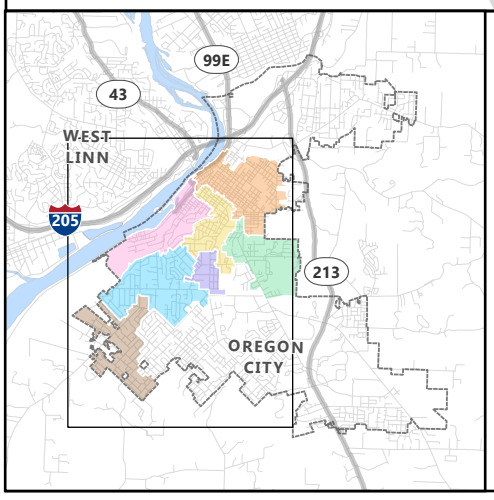
2. Flow and Rainfall Data Review

2.1 Data Sources

Flow and rainfall data were collected from six metering locations by ADS Environmental Services (ADS). These locations were selected based on their proximity to recent rehabilitation efforts and their relevance to key subbasins within the Oregon City sanitary sewer collection system. ADS has been responsible for recording and processing flow and rainfall data to support I/I reduction assessments since the 2022–2023 wet season. The basin map, Figure 1, shows the flow monitoring locations and flow schematic of all the monitoring locations.

OREGON CITY I & I FLOW MONITORING





- FALLS BASIN
- LINN BASIN
- MCLOUGHLIN BASIN
- NEWELL BASIN
- RIVERCREST BASIN
- SOUTH END BASIN
- WARNER PARROTT BASIN

- MANHOLE
- FLOW MONITORING
- PUMP STATION
- SEWER PIPES

Wallis Engineering has attempted to provide the most accurate information possible. This product is meant for informational objectives only and is not suitable for legal, engineering, or surveying purposes.

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For the 2024–2025 wet season, flow and rainfall monitoring began on January 15, 2025. The data for this season was downloaded from the ADS PRISM platform on April 24, 2025, following the conclusion of monitoring activities. Figure 2 illustrates the temporal coverage of the rainfall and flow data reviewed as part of this evaluation.

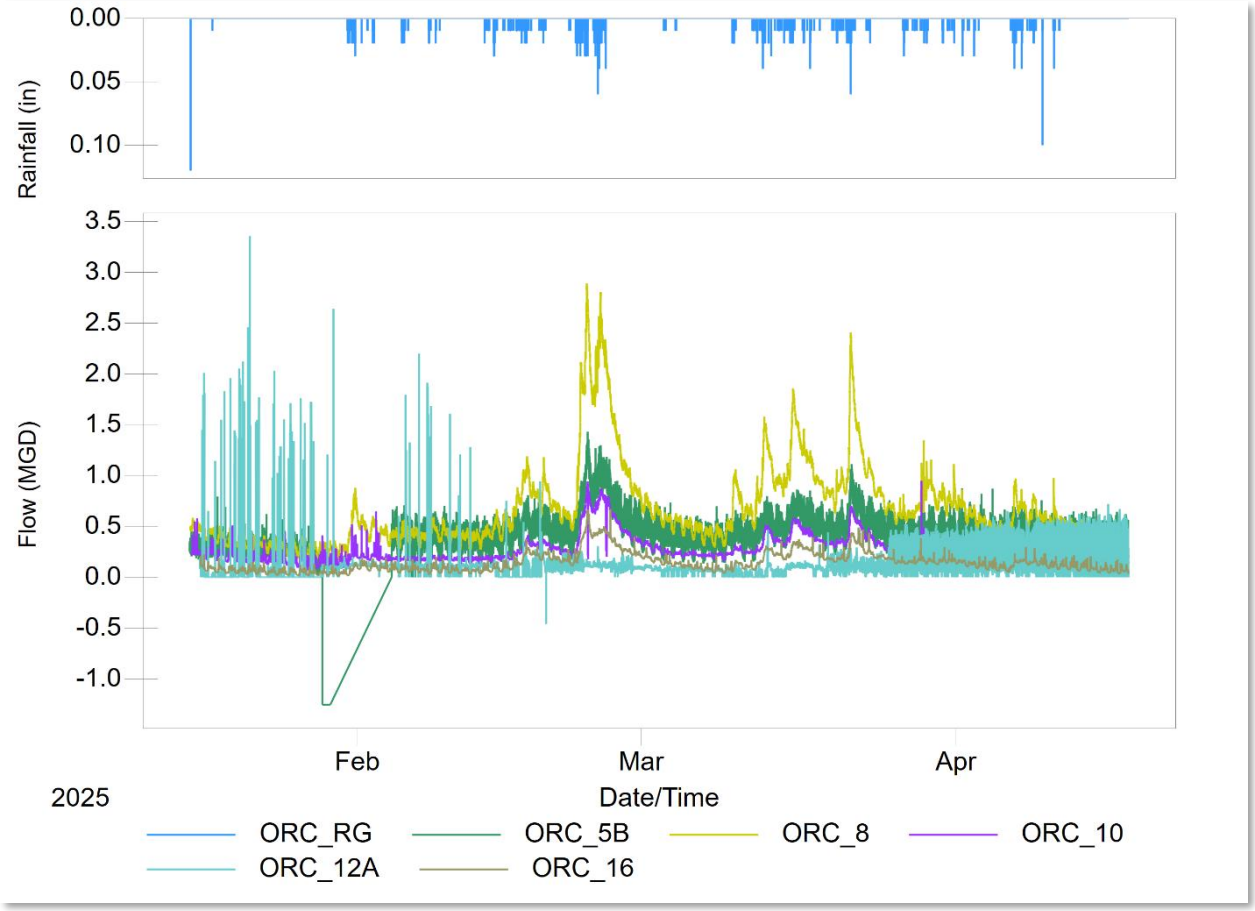


Figure 2 – Precipitation and Flow Data Reviewed

In addition to the ADS data, supplementary flow data from one Smart Cover meter located in Basin 12 was also reviewed. Flow monitoring at this site began on February 24, 2025, and, consistent with the ADS data, the recorded data was downloaded on April 24, 2025.

Data for the 2024-2025 period spanned 92 days (3 months), which is much higher compared to previous years. Table 1 provides a summary of monitoring periods in recent years. It should be noted that there are three meters with a 12 designation. Figure 3 indicates their positions. The 12A meter is located in the South End basin. Meters 12 and 12C are located in the Warner Parrot Basin, in close proximity. Meter 12C is a SmartCover flow monitor, a recent addition to the monitoring protocol that uses slightly different technology.

This meter's information will be integrated into the flow modeling analysis next year after calibration is performed to align the data with the other monitoring systems.

Table 1
Summary of Flow Monitoring Periods

Year	2023	2024	2025
Monitoring Period	47 Days	35 Days	92 Days
Meter 5B	3/22/2023 to 5/8/2023	N/A	1/15/2025 to 4/17/2025
Meter 8	3/22/2023 to 5/8/2023	2/16/2024 to 3/21/2024	1/15/2025 to 4/17/2025
Meter 10	3/22/2023 to 5/8/2023	2/16/2024 to 3/21/2024	1/15/2025 to 4/17/2025
Meter 12	3/22/2023 to 5/8/2023	2/16/2024 to 3/21/2024	1/15/2025 to 4/17/2025[2]
Meter 12A	N/A	N/A	1/15/2025 to 4/17/2025
Meter 16	N/A	N/A	1/15/2025 to 4/17/2025
Rain Gauge	3/22/2023 to 5/8/2023	2/16/2024 to 3/21/2024	1/15/2025 to 4/17/2025
Smart Cover[1] OC 12	N/A	N/A	2/24/2025 to 4/23/2025

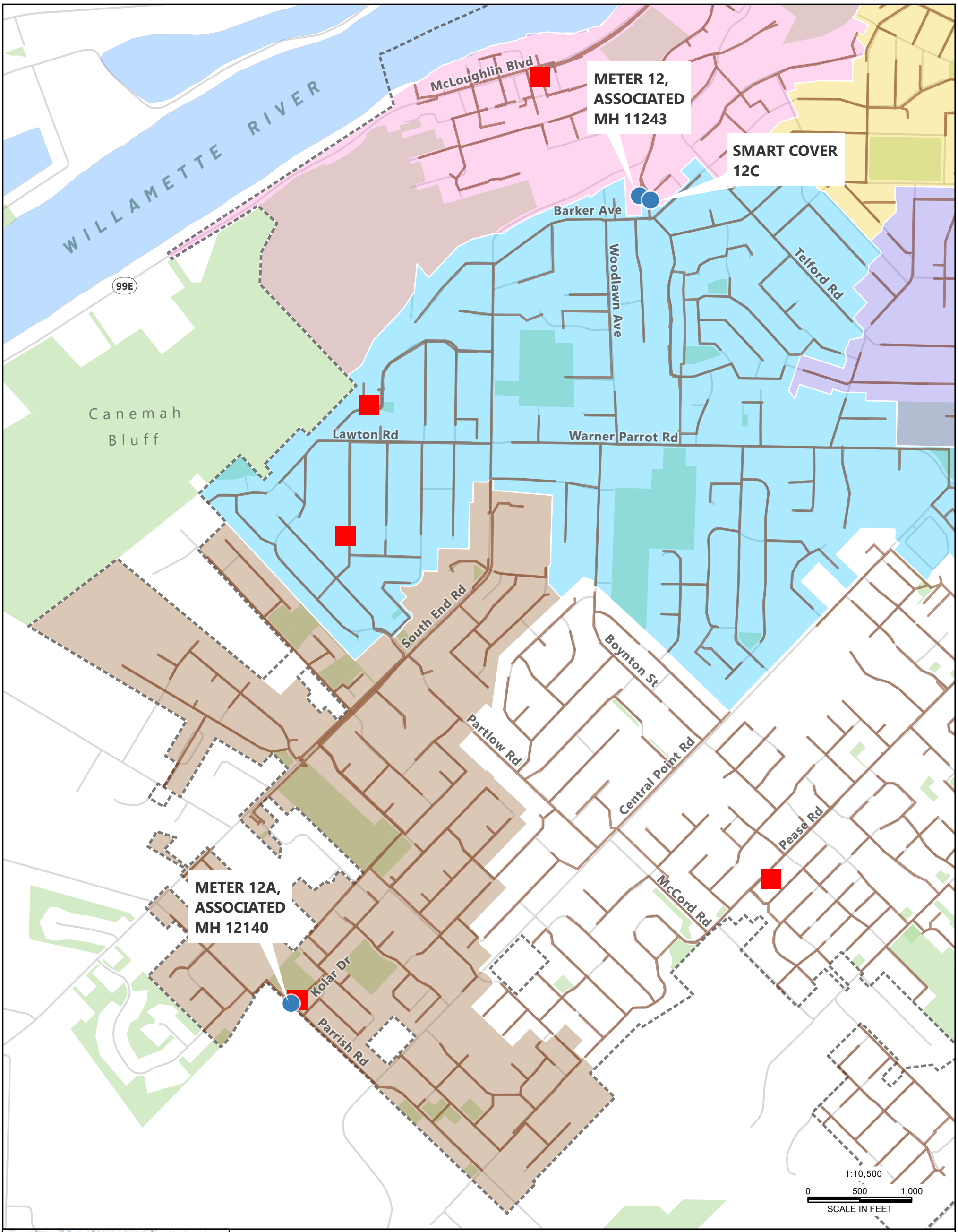
Notes:
1) Smart Cover meter was installed during the 2024-2025 monitoring period.
2) Monitor data not used for analysis.

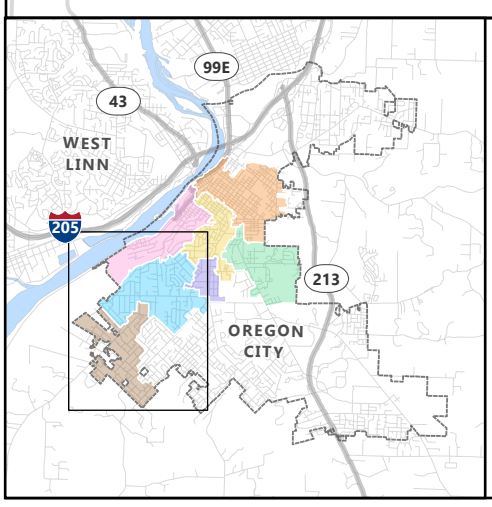
2.2 Data Review Approach

Each monitoring dataset was evaluated using a three-part quality assurance process: completeness, continuity, and consistency.

2.2.1 Data Completeness

The duration of available data was evaluated against the expected monitoring period to ensure completeness. This included checking for any missing daily records, identifying partial-day data, and reviewing coverage of key rainfall events, particularly those significant enough to influence I/I behavior. During this review, data gaps were identified at flow meter 5B, with no data recorded between January 29 and February 4.





OREGON CITY I & I FLOW MONITORING: METERS 12, 12A, AND SC12

- CITY LIMITS
- FALLS BASIN
- LINN BASIN
- RIVERCREST BASIN
- SOUTH END BASIN
- WARNER PARROTT BASIN
- FLOW MONITORING
- PUMP STATION
- SEWER PIPES

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2.2.2 Continuity in Data

Time series plots of flow and rainfall were used to assess whether monitoring was uninterrupted. Any meter failures, power outages, or other operational issues that might cause gaps or introduce inconsistencies were noted. Sudden flow drops or flatlining signals were flagged as potential instrumentation issues.

Several data issues were identified during this review:

- Meter 5B: A negative flow value was recorded on January 28, potentially indicating a sensor error or data anomaly. This was followed by a lapse in data from January 29 to February 4, 2025.
- Meter 12A: Flow response was unreliable from January 15 to February 19, 2025. A negative flow value was recorded on February 19.

2.2.3 Consistency in Data

A basic correlation review was conducted between rainfall events and corresponding flow responses to evaluate whether observed flows aligned with expected hydrologic behavior. This analysis helped identify anomalies, such as delayed flow responses or uncorrelated peak flows, which were considered when assessing data quality and usability.

The flow responses at Meter 12A were deemed unreliable between January 15 and February 19 due to numerous unexpected spikes. During this period, the maximum recorded flow was 3.35 million gallons per day (MGD), which is significantly higher than the post-February 20 values, where the maximum flow was 0.53 MGD. Furthermore, meter readings at Meter 12A appeared unstable from March 26 through April 4, suggesting intermittent measurement issues or potential sensor malfunction.

Additionally, flow-depth relationship analysis was performed for all monitored meters to further assess data quality. This method evaluates the consistency between measured flow rates and corresponding flow depths to help identify anomalies. Meters 5B and 12A exhibited significant anomalies in their flow-depth relationship, with unusual depth readings that deviated from typical patterns. These anomalies are illustrated in the flow-depth relation figures provided in Attachment A. Future flow monitoring efforts will feature data sets that will attempt to identify true anomalies and reduce outlier data points by repairing them or checking meter calibration.

One consideration of data quality is the impact of pump station run times on the metering locations. Data gathered during wet weather could be impacted by pump station activity. Future flow monitoring reporting will incorporate a correlation of pump run times and flows to metering station data and resulting data quality.

2.3 Data Quality Assessment

Each meter location was categorized based on its overall data usability. Meters with minimal data gaps, consistent response patterns, and well-aligned rainfall correlation were considered "good". Sites with significant periods of missing data or anomalous flow behavior were flagged as "fair" or "poor" quality. These classifications are intended to guide subsequent modeling and evaluation efforts and ensure that only high-quality datasets are used to assess I/I reduction.

The SmartCover flow monitor uses a different methodology to measure flow, leading to inability to directly correlate the information received to the ADS flow monitors in other basins. As such, the flow response recorded by the Smart Cover meter in Basin Oregon City (OC) 12C was found to be inconsistent with the data from ADS Meter 12A. Specifically, the Smart Cover meter reported significantly higher peak and mean flows compared to the ADS meter during the same monitoring period. Due to this inconsistency and concerns regarding data reliability, the Smart Cover meter was excluded from further analysis. The summary of the data quality assessment findings is provided in Table 2.

Table 2
Summary of Data Quality Assessment Findings

Location	Data Quality	Key Issues Identified
Meter 5B	Fair	• Missing data between January 29 and February 4. • Negative flow recorded on January 28.
Meter 8	Good	
Meter 10	Good	
Meter 12A	Poor	• Flow response at the Meter is unreliable from January 15 to February 19, with numerous unexpected spikes. • Negative flow recorded on February 19.
Meter 16	Good	
SmartCover 12C	Poor	• Flow response inconsistent with other meters in Basin 12.
Rain Gauge	Good	

3. Status of Rehabilitation Projects

Basins 5B, 8, and 10 were selected for inclusion in the rehabilitation program due to known or suspected deficiencies in the sanitary sewer system. Rehabilitation activities during the monitoring period varied by basin. These are described with the following:

- Rehabilitation works in Basin 8 started in December 2023 and completed in May 2024. The Linn 1 project, located in Basin 8, was fully completed prior to the 2024–2025 wet season and is considered 100% complete through the duration of flow monitoring. Overall, approximately 9,847

feet of pipe (25% of the basin), 134 laterals (19.4%), and 2 manholes have been rehabilitated within Basin 8.

- In contrast, construction on the Rivercrest 4 project (full lateral rehabilitation) in Basin 10 was still underway during the monitoring period and did not achieve substantial progress until after 2024-2025 flow monitoring was completed. Rivercrest 4 targets approximately 95% of private laterals in the basin, which had previously undergone mainline rehabilitation as part of other efforts. While 100% of the pipe length (14,200 feet) has been rehabilitated, lateral rehabilitation is still in progress, with approximately 194 laterals (55.6%) completed to date and 8 manholes rehabilitated.
- In the Newell Basin (Basin 5B), Molalla Avenue rehabilitation project (15% of basin) was in early phases of construction throughout the monitoring period. For this analysis, it is treated as not constructed during the flow monitoring period. To date, approximately 10,001 feet of pipe (23.6%), 91 laterals (14.1%), and 7 manholes have been rehabilitated within Basin 5B.

Limited manhole rehabilitation has been completed within these basins. Historically, only a small number of manholes were rehabilitated through the standalone Manhole Rehabilitation Program, with most manhole improvements occurring as part of construction projects. The City's approach is to complete remaining manhole rehabilitation following major pipeline and lateral projects, including addressing other identified suspect structures within reimbursable basins. The 2026 Manhole Rehabilitation Program is currently underway, and manhole improvements within the monitored basins will be tracked and incorporated into future analyses.

4. Preliminary I/I Reduction Assessment

Rainfall–flow responses were compared at flow monitoring locations during peak wet-weather events to evaluate the initial effectiveness of I/I reduction efforts. Changes in peak flow and total volume were analyzed to identify potential improvements following rehabilitation work.

4.1 Event Selection

Wet-weather events were selected for comparison based on similarities in rainfall depth, duration, and intensity, in order to minimize the influence of variability in storm characteristics on flow responses. Where possible, events were also chosen to reflect comparable antecedent moisture conditions, ensuring more reliable evaluation of I/I reduction. Table 3 summarizes the wet-weather events identified for this analysis.

Table 3
Summary of Rainfall Events

Event	Date	Duration (h)	Maximum Rainfall (in/hr)	Total Rainfall (in)
1	1/30/2025 10:35	42.50	0.36	0.87
2	2/4/2025 22:45	36.67	0.24	0.20
3	2/7/2025 18:30	16.83	0.24	0.19
4	2/14/2025 04:30	20.42	0.36	0.30
5	2/16/2025 13:25	29.92	0.24	0.74
6	2/18/2025 16:30	27.00	0.24	0.36
7	2/22/2025 07:20	39.42	0.36	2.08
8	2/24/2025 03:00	36.58	0.72	1.36
9	3/9/2025 22:00	9.50	0.24	0.66
10	3/12/2025 04:30	39.18	0.48	1.12
11	3/15/2025 14:00	12.92	0.24	0.73
12	3/16/2025 20:40	5.33	0.24	0.29
13	3/21/2025 03:05	19.58	0.72	1.03
14	3/23/2025 02:15	11.00	0.24	0.10

For each selected event, peak flows, total volumes, and runoff response timing were analyzed. Hydrographs were reviewed to evaluate variations in peak magnitude, recession slopes, and base flow levels.

Additionally, rainfall recurrence interval analysis was performed for the selected events using the 2020 Portland Bureau of Environmental Services Intensity-Duration-Frequency (IDF) curves. All 14 events had recurrence intervals of less than 2 years for durations ranging from 5 minutes to 24 hours, as shown in Table 4 below.

Table 4
Recurrence Intervals of Selected Rainfall Events

Event	Date	Duration (h)	5 min	10 min	15 min	30 min	1 hr	2 hr	3 hr	6 hr	12 hr	24 hr
1	1/30/2025	42.50	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr
2	2/4/2025	36.67	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr
3	2/7/2025	16.83	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	N/A
4	2/14/2025	20.42	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	N/A
5	2/16/2025	29.92	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr
6	2/18/2025	27.00	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr
7	2/22/2025	39.42	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr
8	2/24/2025	36.58	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr
9	3/9/2025	9.50	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	N/A	N/A
10	3/12/2025	39.18	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr
11	3/15/2025	12.92	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	N/A
12	3/16/2025	5.33	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	N/A	N/A	N/A
13	3/21/2025	19.58	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	N/A
14	3/23/2025	11.00	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	< 2-yr	N/A	N/A

4.2 Rainfall-Flow Response

Event-level rainfall–flow response analysis is valuable for understanding how the sewer system reacts to precipitation, particularly for identifying I/I behavior. In this analysis, event-based scatter plots were used to compare storm events by plotting total rainfall depth on the x-axis and corresponding sewer flow volume on the y-axis (Figure 4). A strong correlation between rainfall and flow volumes can indicate a high system responsiveness to rainfall and potential I/I contributions. In addition to total volume relationships, the relationship between peak rainfall intensity and peak I/I response is also a critical consideration. Evaluating whether higher intensity storm events consistently produce proportional increases in peak wet weather flows helps confirm that the system response is being appropriately characterized. While the current analysis focused primarily on rainfall-to-volume correlations, expanding the scope of future flow monitoring and modeling efforts to evaluate peak rainfall intensity versus peak I/I response is recommended. Comparing multiple events helps determine whether observed responses are consistent, seasonal, or localized.

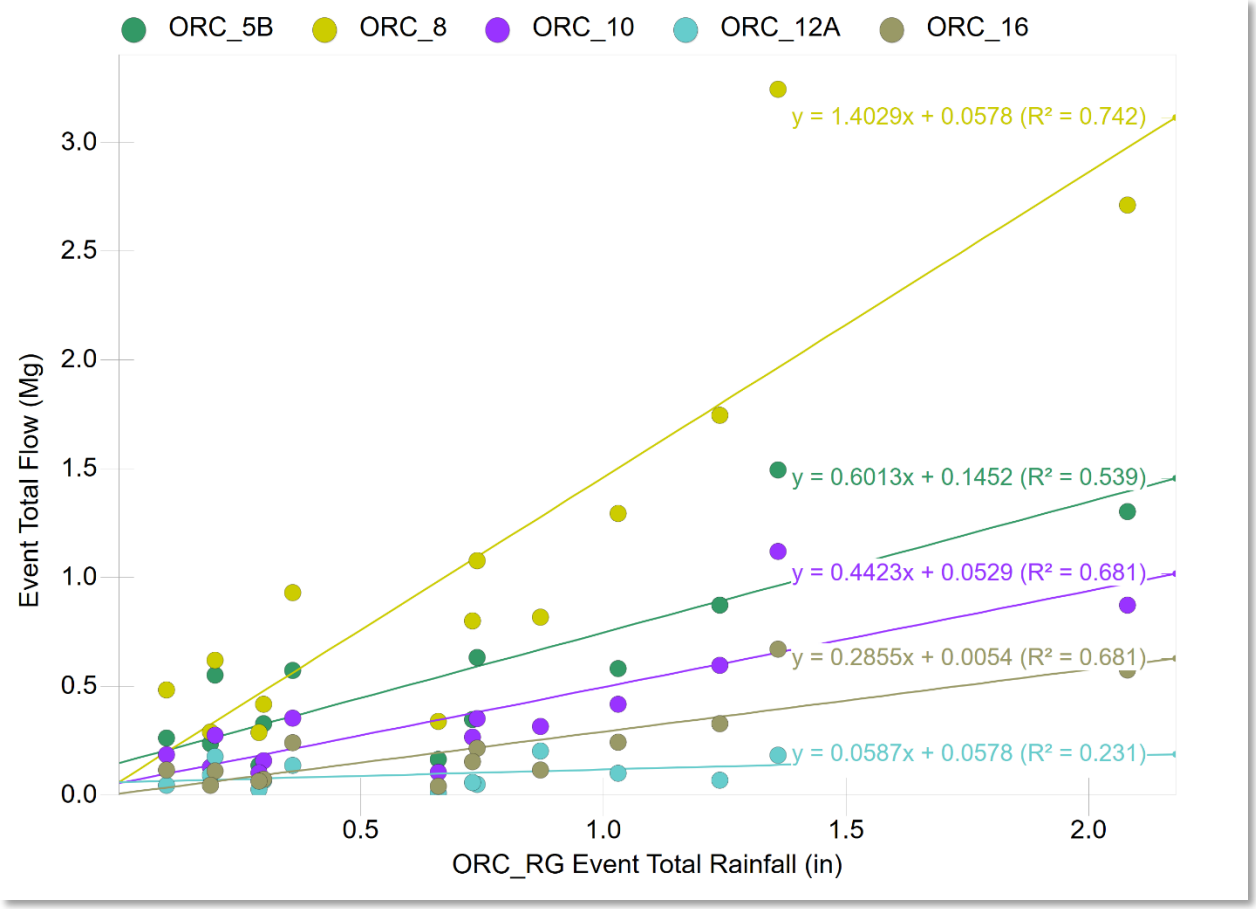


Figure 4 – Event-Level Rainfall-Flow Response

The analysis revealed notably higher rainfall–flow responses at Meters 8 and 5B compared to Meters 10 and 16, suggesting greater I/I influence in those basins. In contrast, Meter 12A exhibited an almost flat response to rainfall, with no noticeable increase in flow during storm events. This lack of correlation suggests potential data quality issues, such as sensor malfunction, data loss, or misalignment of timestamps. Additionally, it is also important to consider the hydraulic influence of the nearby pump station. Pump station operations can dampen the direct relationship between rainfall and upstream flow by regulating discharge rates, introducing storage effects, or creating time lags that weaken the rainfall-response signal at the meter. As a result, the low correlation observed at Meter 12A may be partially attributable to pump station controls rather than solely data quality concerns. This combined uncertainty underscores the need for caution when interpreting data from this location.

4.3 I/I Behavior for Peak Wet-Weather Events

The wet-weather response observed during the peak event of the 2024–2025 monitoring period was compared to peak events from the 2023 and 2024 monitoring periods. This comparative analysis allows for an assessment of temporal trends in I/I behavior and the potential effectiveness of rehabilitation efforts over time. Table 5 summarizes the results, highlighting varied levels of I/I response across the evaluated sites and offering insights into spatial differences in system performance.

Table 5
Comparison of Wet-Weather Response for Peak Events by Year

Monitoring Period	2023	2024	2025
Peak Event Date	4/10/2023	2/29/2024	2/22/2025
Peak 24 hr. Rainfall Total (inch)	1.16	1.51	1.92
Total Storm Duration[1] (hr)	91	204	40
Meter 5B Basin Flow (MGD)	1.23	N/A	0.87
Meter 8 Basin Flow (MGD)	3.00	3.00	1.95
Meter 10 Basin Flow (MGD)	0.60	0.68	0.60
Meter 12A Basin Flow (MGD)	N/A	N/A	0.13
Meter 16 Basin Flow (MGD)	N/A	N/A	0.40

Note:
1) Total storm duration represents the time from the beginning of the hydrograph's rising limb to when flow recedes back to base conditions.

The comparison of peak wet-weather event responses from 2023, 2024, and 2025 reveals meaningful trends in I/I behavior across Basins 5B, 8, and 10. These basins were selected based on data availability and ongoing or completed rehabilitation activities.

- Rainfall totals and storm characteristics varied significantly year to year, with 2025 having the most intense and shortest storm. This variability highlights the importance of using comparable storm conditions when assessing I/I reduction effectiveness.
- Basin 5B: Peak flow in 2023 was 1.23 MGD, which dropped to 0.87 MGD in 2025 despite a more intense rainfall event. This reduction suggests potential I/I improvement. However, the absence of 2024 data and known data quality issues at Meter 5B warrant cautious interpretation.
- Basin 8 (Linn): Flows remained steady at 3.00 MGD in 2023 and 2024 but dropped to 1.95 MGD in 2025 following the completion of the Linn 1 rehabilitation project. This 35% decrease during the highest intensity event of the 3 years indicates a strong, positive impact from the complete improvements.
- Basin 10 (Rivercrest): Peak flows in Basin 10 were consistent across all years, ranging from 0.60 to 0.68 MGD. Construction in Rivercrest 4 was still underway during 2025 monitoring, so significant I/I reduction is not yet evident.

5. Model RDII Parameters Update

The purpose of updating the Rainfall-Derived Infiltration and Inflow (RDII) parameters in this analysis was to reflect new system conditions following recent rehabilitation efforts and to take advantage of a larger and more representative set of wet-weather monitoring data. Expanded flow monitoring during the 2024–2025 season provided a broader range of storm events than previous years, allowing for refinement of model parameters to better capture observed I/I behavior. Updating these parameters improves the ability of the model to simulate wet-weather response under current conditions and enhances its reliability for assessing the effectiveness of rehabilitation measures.

RDII parameters were refined using the RTK method to better reflect observed wet-weather system response. The RTK method is a widely used approach for modeling rainfall-derived I/I by generating synthetic hydrograph. In this method:

- R represents the fraction of rainfall volume that contributes to RDII (i.e., the area under the hydrograph triangle),
- T is the time from the start of rainfall to the peak of the hydrograph, and
- K is the ratio of recession time to the time-to-peak, which defines the hydrograph's shape and duration.

Refining these parameters using current flow monitoring data allows for more accurate simulation of I/I behavior under updated system conditions.

While RDII parameters are a key component of wet weather calibration, it is also recognized that overall model performance can be influenced by other factors such as base wastewater flows, groundwater infiltration assumptions, and collection system characteristics (e.g., pipe roughness, storage, and routing parameters). Changes in land use, system operations, and ongoing rehabilitation efforts can affect these components over time and may alter model accuracy if not periodically reassessed.

As such, future flow monitoring and modeling efforts will include periodic evaluation and updating of these additional model parameters, as appropriate, to ensure the overall calibration remains representative of actual system conditions. This more comprehensive approach will help maintain model reliability for both wet weather response and baseline system performance.

The model calibration focused on Basins 5B, 8 and 10 based on the findings from the review of flow monitoring data and discussion with Wallis. The following metrics were used to guide the calibration process, supplemented by engineering judgment to ensure that calibration parameters were realistic and representative of the physical system:

- Quantitative and qualitative criteria for errors in hydrograph include the following:
  - Simulated peak flow should be within -15% and +25% of the observed peak flow.
  - Simulated flow volume should be within -10% and +20% of the flow volume for a given event.
  - Assessing validity of observed flow response to observed rainfall.
  - Hydrograph shape and timing of response.
- Additional quantitative measures of calibration include the following:
  - Nash-Sutcliffe Efficiency (NSE) greater than 0.60.
  - Pearson correlation coefficient (r) greater than 0.70.

These criteria were applied as part of a comprehensive evaluation of the model calibration, where statistical measures were not the sole basis for assessment. This approach helps mitigate the influence of data anomalies such as spikes, dropouts, and inconsistencies in rainfall or flow records. This also prevents overfitting model or unrealistic calibration parameters.

5.1 Basin 10 Update

The RTK parameters for Basin 10, originally recalibrated by BHC in 2024, were used as the starting point for the current model update. Prior to making parameter adjustments, simulated flows using the 2024 RTK parameters were compared with observed flows from the 2025 monitoring period. The comparison revealed that simulated flows were consistently lower than observed values, suggesting that the existing RTK parameters may underestimate I/I response, particularly under more intense or longer-duration storm conditions. With a larger storm event sample now available, refinement of the RTK parameters helps better

capture the basin's wet-weather behavior. Figure 5 shows the hydrograph for Basin 10 flows with updated RTK parameters.

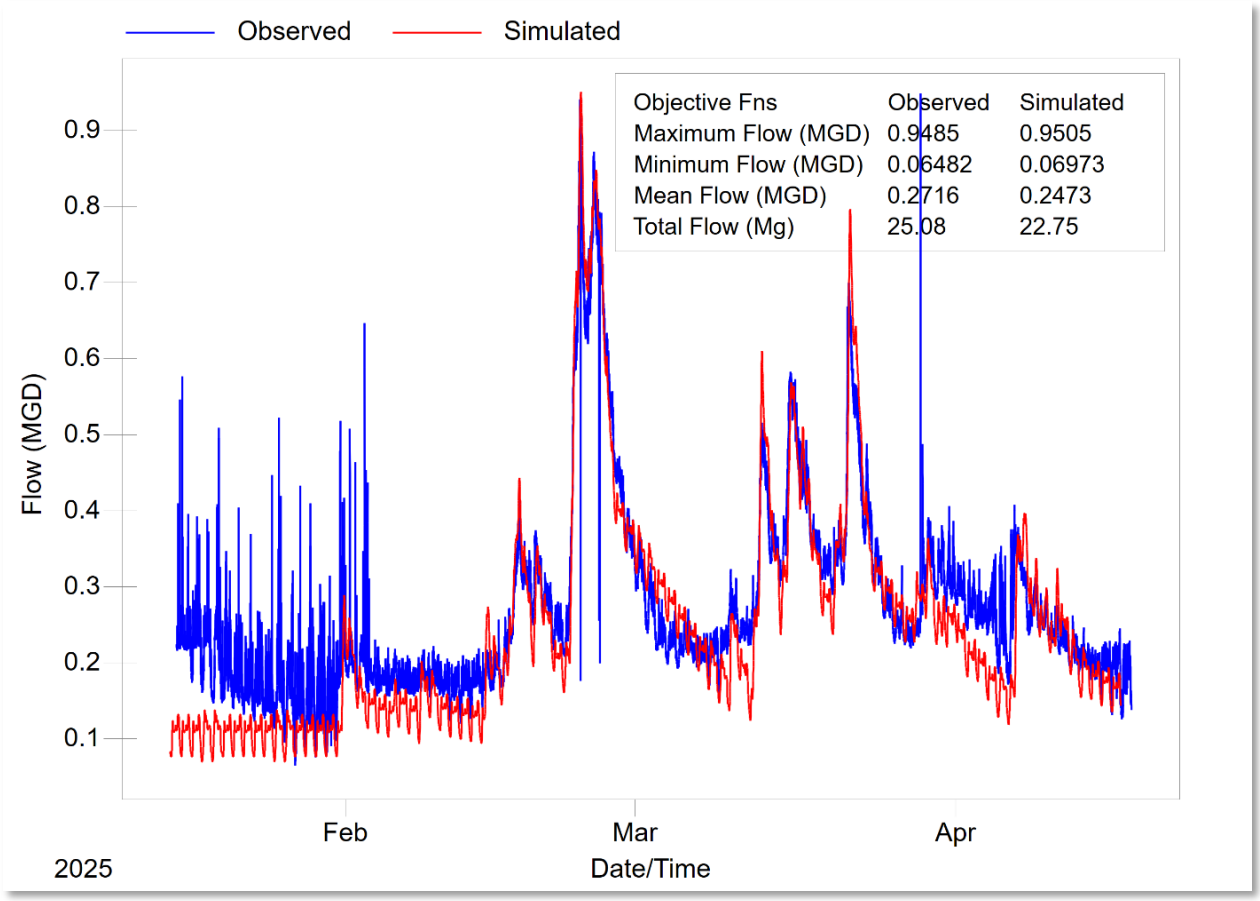


Figure 5 – Hydrograph for 2025 Basin 10 Flow with Updated RTK Parameters

Table 6 presents the updated RTK parameters for Basin 10 during the 2025 update, along with a comparison to the 2024 RTK parameters.

Table 6
Comparison of 2024 and 2025 RTK Parameters for Basin 10

Response	2024 Parameters			2025 Parameters		
	R	T	K	R	T	K
Short Term	0.035	2	2	0.03	2	2
Medium Term	0.07	3	6	0.12	4	4
Long Term	0.23	20	6	0.35	20	5

The model calibration statistics computed for Basin 10 flow after the 2025 update are provided in Table 7. It should be noted that the event statistics in the table are based on the defined event windows, while the hydrograph plots represent the entire monitoring period.

Table 7
Model Calibration Statistics for Basin 10

Errors in Hydrograph	Observed	Modeled	Error (%)
Peak Flow, MGD	0.95	0.95	0.0
Total Flow, MG	5.23	5.02	-2.7

Additional measures of calibration are as follows:

- Nash-Sutcliffe Efficiency = 0.848.
- Pearson correlation coefficient = 0.937.

5.2 Basin 8 Update

The RTK parameters for Basin 8, originally recalibrated by BHC in 2024, were used as the starting point for the current model update. Prior to making parameter adjustments, simulated flows using the 2024 RTK parameters were compared with observed flows from the 2025 monitoring period. The comparison revealed that simulated flows were consistently higher than observed values. With a larger storm event sample now available, refinement of the RTK parameters helps better capture the basin's current wet-weather behavior. Figure 6 shows the hydrograph for Basin 8 flows with updated RTK parameters.

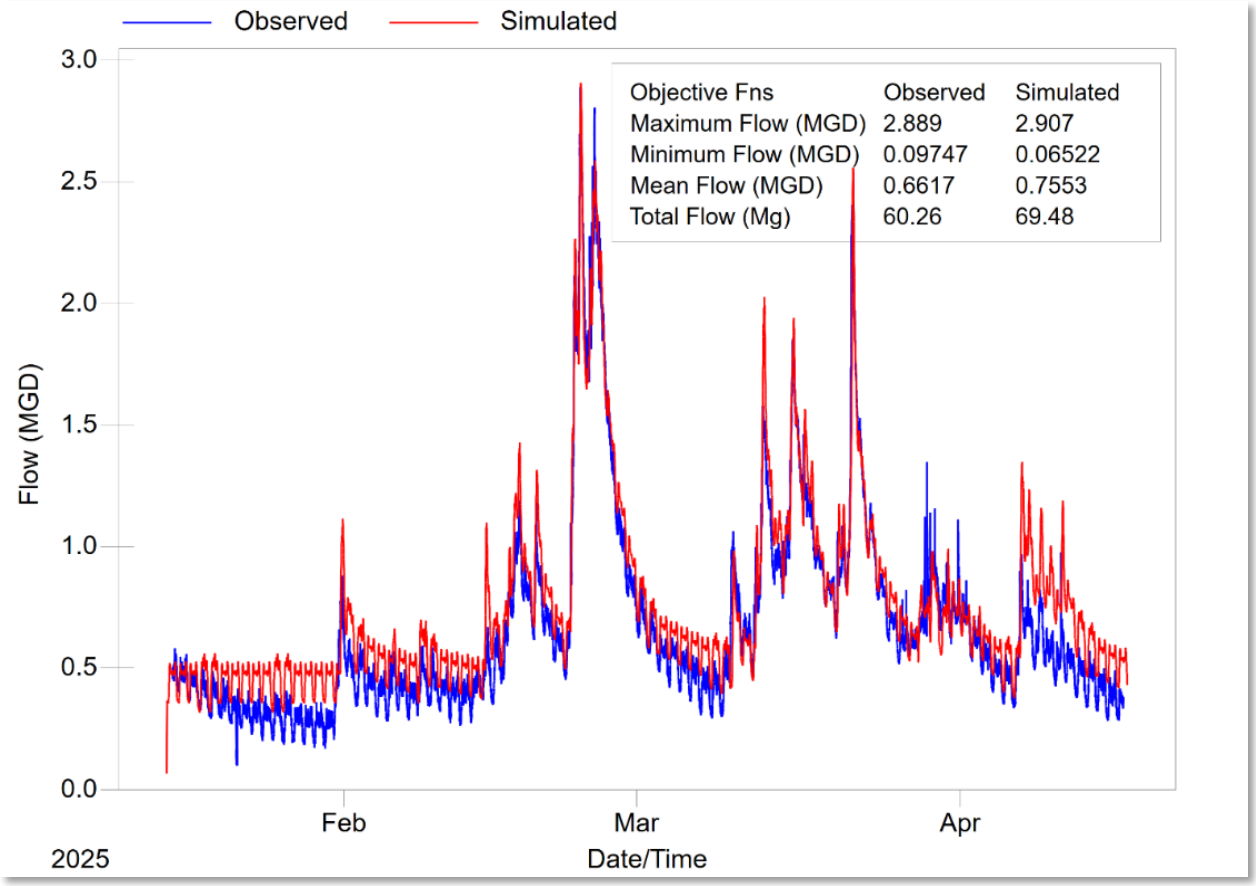


Figure 6 – Hydrograph for 2025 Basin 8 Flow with Updated RTK Parameters

Table 8 presents the updated RTK parameters for Basin 8 during the 2025 update, along with a comparison to the 2024 RTK parameters.

Table 8
Comparison of 2024 and 2025 RTK Parameters for Basin 8

Response	2024 Parameters			2025 Parameters		
	R	T	K	R	T	K
Short Term	0.05	2	2	0.045	2	2
Medium Term	0.06	4	4	0.05	4	4
Long Term	0.20	20	5	0.18	20	5

The model calibration statistics computed for Basin 8 flow after the 2025 update is provided in Table 9. It should be noted that the event statistics in the table are based on the defined event windows, while the hydrograph plots represent the entire monitoring period.

Table 9
Model Calibration Statistics for Basin 8

Errors in Hydrograph	Observed	Modeled	Error (%)
Peak Flow, MGD	2.89	2.91	0.7
Total Flow, MG	15.05	16.04	6.6

Additional measures of calibration are as follows:

- Nash-Sutcliffe Efficiency = 0.836.
- Pearson correlation coefficient = 0.958.

5.3 Basin 5B Update

The RTK parameters for Basin 5B were not recalibrated by BHC in 2024 as the basin was not monitored during the last monitoring period. Thus, the RTK parameters from 2023 were used as the starting point for the current model recalibration. Figure 7 shows the hydrograph for Basin 5B flows with updated RTK parameters.

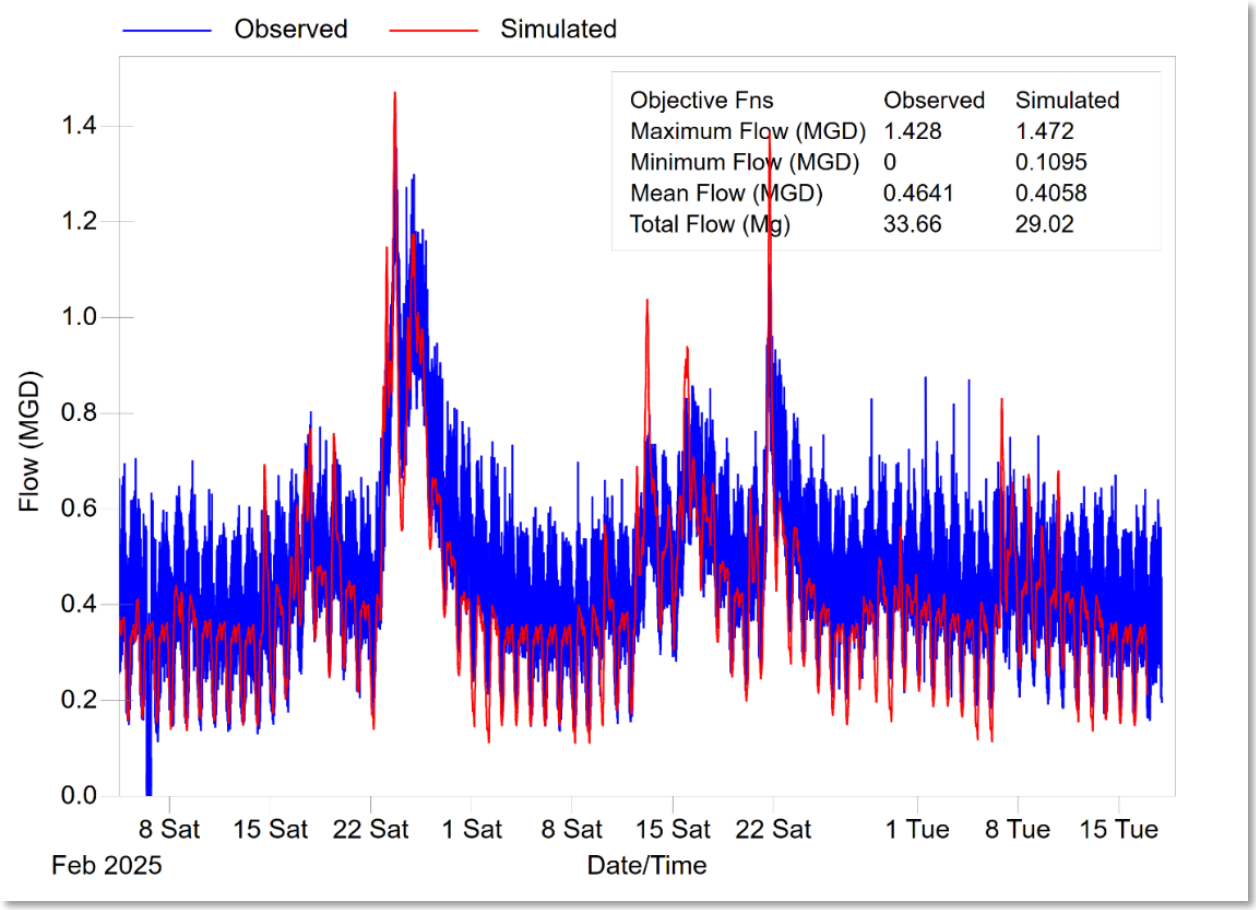


Figure 7 – Hydrograph for 2025 Basin 5B Flow with Updated RTK Parameters

Table 10 presents the updated RTK parameters for Basin 5B during the 2025 update, along with a comparison to the 2023 RTK parameters.

Table 10
Comparison of 2023 and 2025 RTK Parameters for Basin 5B

Response	2023 Parameters			2025 Parameters		
	R	T	K	R	T	K
Short Term	0.045	2.5	6	0.04	2	2
Medium Term	0.09	10	11	0.04	4	4
Long Term	0.10	20	7	0.09	20	5

The model calibration statistics computed for Basin 5B flow after the 2025 update is provided in Table 11. It should be noted that the event statistics in the table are based on the defined event windows, while the hydrograph plots represent the entire monitoring period.

Table 11
Model Calibration Statistics for Basin 5B

Errors in Hydrograph	Observed	Modeled	Error (%)
Peak Flow, MGD	1.43	1.47	3.1
Total Flow, MG	7.47	7.43	-0.5

Additional measures of calibration are as follows:

- Nash-Sutcliffe Efficiency = 0.619.
- Pearson correlation coefficient = 0.85.

6. Model Simulated Reduction of I/I

Following completion of the model updates for Basins 5B, 8, and 10 using 2025 flow data, the model was applied to simulate three design storms under both pre-rehabilitation (2023) and post-rehabilitation (2025) conditions. These simulations were conducted to assess the impact of rehabilitation efforts on peak flows and total wet-weather volumes, providing a basis for evaluating the effectiveness of I/I reduction measures under varying storm intensities.

6.1 Reduction in Peak Flow and Total Flow Volume

In Basin 5B, a reduction in peak flow was observed between 2023 and 2025 despite a more intense rainfall event, suggesting potential I/I improvement. However, this observation should be interpreted with caution due to the absence of 2024 data, known data quality issues at Meter 5B. Additionally, no measurable reduction in I/I response was observed in Basin 10 based on the available flow monitoring data. This outcome is not unexpected, as rehabilitation and construction activities within basins 5B and 10 were only partially complete at the time of monitoring. As a result, any potential system improvements may not yet be fully realized or reflected in the data. Continued monitoring following full completion of construction is recommended to more accurately assess the effectiveness of rehabilitation efforts in these basins.

For Basin 8 (Linn Basin), results showed measurable reductions in both peak flow and total volume, indicating positive system response following the completion of the Linn 1 rehabilitation project. Summaries of the simulation results are provided in Table 12 and Table 13. Similarly, Figure 8 shows the peak flow reduction for 5-year design storm in Basin 8.

Table 12
Peak Flow Reduction for Design Storms in Basin 8

Design Storm	2023 RTK Peak Flow (mgd)	2025 RTK Peak Flow (mgd)	Percent Reduction
5-year Storm	5.6	4.2	-24%
2 Year, 12 Hour SCS-IA Storm	5.2	3.5	-32%
10 Year, 24 Hour SCS-IA Storm	5.7	4.6	-20%

Table 13
Total Flow Volume Reduction for Design Storms in Basin 8

Design Storm	2023 RTK Total Flow (mg)	2025 RTK Total Flow (mg)	Percent Reduction
5-year Storm	8.1	5.9	-27%
2 Year, 12 Hour SCS-IA Storm	6.3	4.7	-25%
10 Year, 24 Hour SCS-IA Storm	8.9	6.7	-25%

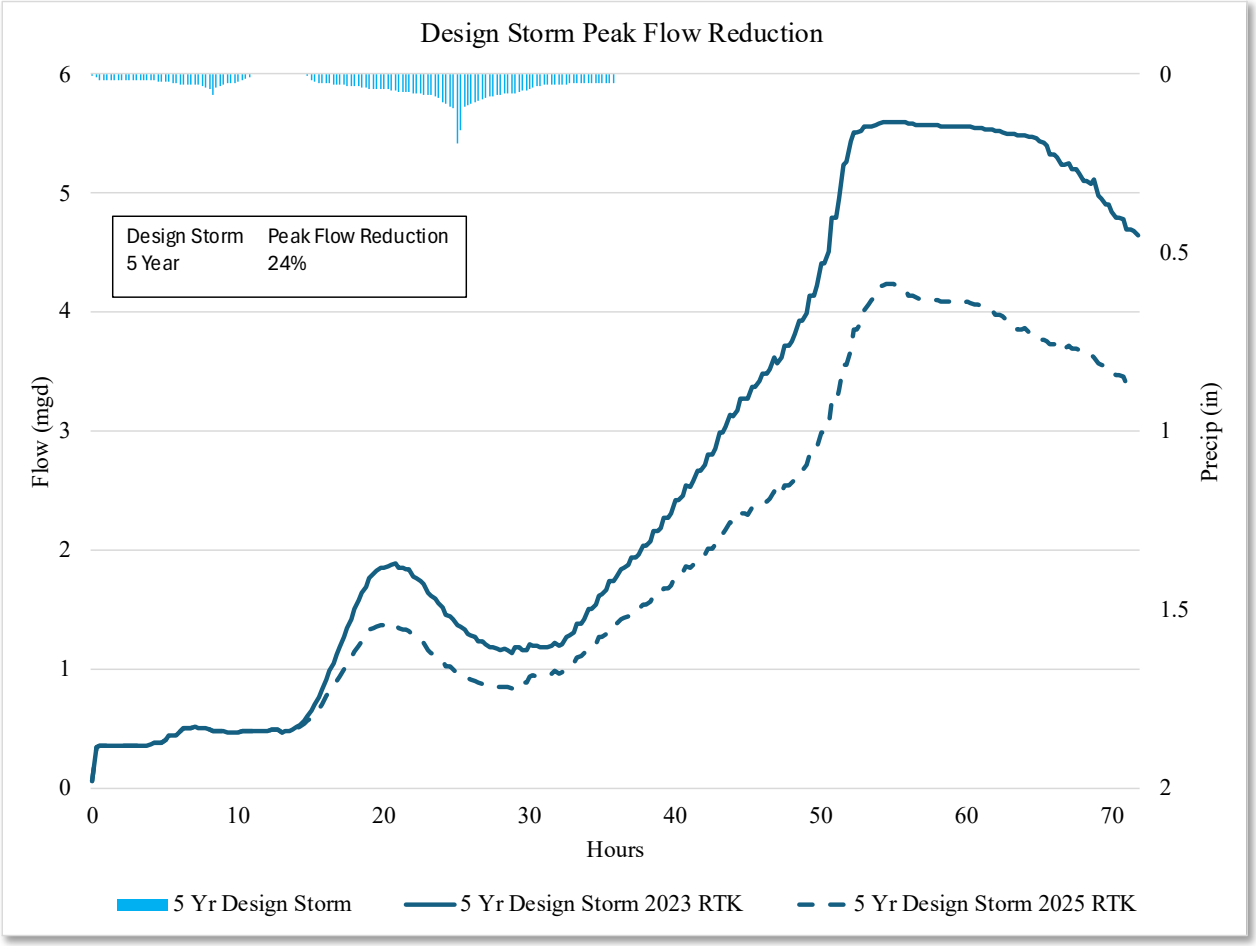


Figure 8 – Peak Flow Reduction for Design Storm in Basin 8
(Note: Rainfall shown for reference only and is not aligned with timing of the flow)

As shown in Figure 8, the initial increase in flow can be conceptualized in the model as a "priming" or "wetting" response that establishes initial conditions and accounts for factors such as depression storage and initial system losses. For planning purposes, this initial bump should be considered largely non-removable I/I. While this initial response is typically small relative to peak wet weather flows, it represents a baseline condition that is likely to persist even after rehabilitation. As such, it should not be used as a primary indicator of I/I reduction effectiveness, particularly when evaluating system performance at higher flow conditions.

The above results demonstrate a consistent reduction in both peak flow and volume across a range of design storms, supporting the conclusion that the completed rehabilitation efforts in Basin 8 have been effective in reducing I/I contributions.

The greatest reduction in peak flow (32%) occurred during the 2-year, 12-hour SCS-IA storm, a shorter-duration event with high intensity. This may indicate that the rehabilitation was particularly effective at addressing sources of rapid inflow (such as direct connections, defective laterals, or surface inflow points). The 10-year, 24-hour event showed slightly lower peak flow and volume reductions, which is typical for larger storms where system capacity and delayed responses from deeper groundwater infiltration may play a greater role.

The similar reduction percentages between peak flow and volume across events also indicate that both immediate inflow and delayed infiltration were likely reduced. This suggests a broad benefit across the hydrograph, reducing both the sharpness of peak flow and the overall stormwater loading on the sanitary sewer system.

6.2 Comparison of Rehabilitation to Simulated I/I Reduction

Table 14 summarizes the completed rehabilitation efforts and simulated I/I reduction in Basin 8. As of present, approximately 25% of the pipe length and 19.4% of laterals within the basin have been rehabilitated. Based on model simulations, these improvements correspond to an estimated 24% reduction in peak flow and a 27% reduction in total flow volume under the 5-year design storm. The results indicate that the level of rehabilitation completed to date is producing a significant reduction in wet weather response, suggesting that the implemented improvements are effectively reducing I/I contributions within the basin.

Table 14
Rehabilitation vs Simulated I/I Reduction in Basin 8

Rehabilitation	2025 Status
Length of Pipe Rehabbed (%)	25%
Count of Laterals Rehabbed (%)	19.4%
No. of MHs Rehabbed (%)	1.2%
5-Year Design Storm Peak Flow Reduction (%)	24%
5-Year Design Storm Total Flow Volume Reduction (%)	27%

However, it should be noted that additional increases in rehabilitation coverage may not result in proportional reductions in I/I. As higher levels of rehabilitation are achieved, the remaining sources of I/I may become less accessible or associated with system components that are more difficult to rehabilitate, resulting in diminishing returns on further investment. Additionally, rehabilitation activities in upstream Basin 10 may influence the simulated I/I reduction observed in Basin 8, as reductions in upstream contributions can affect downstream flow responses.

7. Future Recommendations

Continued progress in reducing I/I depends on aligning construction schedules with sufficient monitoring windows and maintaining a data-driven approach to evaluating effectiveness. The following recommendations are provided to guide future phases of the I/I reduction program.

7.1 Coordinate Construction and Monitoring Schedules

To effectively assess I/I reduction, construction activities should be planned to ensure substantial completion before the onset of the wet season, ideally by mid-December. This allows for meaningful post-rehabilitation monitoring during peak rainfall periods, typically January through April. Projects that are mid-construction or only partially complete during the monitoring period yield inconclusive data, making it difficult to isolate the impacts of rehabilitation.

7.2 Maintain and Expand Monitoring Coverage

The extended 2024–2025 monitoring period (92 days) demonstrated the value of longer-duration monitoring, particularly in capturing a wider range of storm intensities and antecedent moisture conditions. It is recommended that future monitoring efforts continue to target a minimum 90-day period during the core wet season and incorporate reliable rainfall and flow meters with verified calibration. Monitoring flows during the same period in following years helps compare the year-over-year effectiveness of rehabilitation projects. Additionally, meters with known data quality issues (e.g., Meter 12A in 2025) should be replaced or relocated, and new meters should be deployed strategically to capture under-monitored or high priority subbasins.

7.3 Continuing Rehabilitation Efforts

The program should continue implementing targeted rehabilitation projects in basins exhibiting strong I/I response until diminishing returns are observed. Reductions in peak flow and volume, as observed in Basin 8, provide clear justification for continued investment. However, once a basin consistently shows minimal or no response to rehabilitation, despite substantial coverage, resources may be better allocated to new areas with higher I/I potential. Post-construction evaluation using event-based analysis and design storm simulation should remain a standard practice to determine when sufficient reduction has been achieved in a given basin.

7.4 Refine Modeling and RTK Calibration

Model calibration and RTK refinement should remain iterative. As more storm data become available across multiple years and storm types, RTK parameters should be updated to better reflect observed behaviors. This supports both planning and predictive modeling and enhances the accuracy of reduction estimates under design storm conditions.

In addition to RDII parameter refinement, improved characterization of long-term groundwater infiltration (GWI) should also be incorporated into ongoing modeling efforts. Unlike RDII, GWI is not directly tied to rainfall events and instead exhibits seasonal variability driven by groundwater conditions. Periodic evaluation and refinement of base flow and seasonal GWI patterns using extended flow monitoring datasets will help ensure that the model more accurately represents baseline system conditions.

8. Limitations and Uncertainty

The hydraulic models previously developed for the City's sanitary sewer system were used to evaluate the impacts of rehabilitation projects in this analysis. As such, all prior model assumptions and limitations remain applicable. Additional limitations specific to this analysis include the following:

- Existing dry weather flow assumptions may not reflect current base flow conditions, as dry weather flow update was not performed.
- Some flow meters exhibited data anomalies (such as negative flows and data gaps). Meter 12A was excluded from analysis due to unreliable readings.
- Basins 10 and 5B were under construction during monitoring, so observed flows may not reflect fully rehabilitated conditions.
- Few large storm events were observed during the monitoring period. As a result, the effects of high-intensity storms were evaluated using design storm simulations rather than observed data. Actual I/I reduction during larger storms may differ from modeled estimates.
- The lack of summer or estimated dry weather flow data limits the ability to distinguish between base wastewater flows and long-term GWI.

ATTACHMENT A

Flow-Depth Analysis Plots

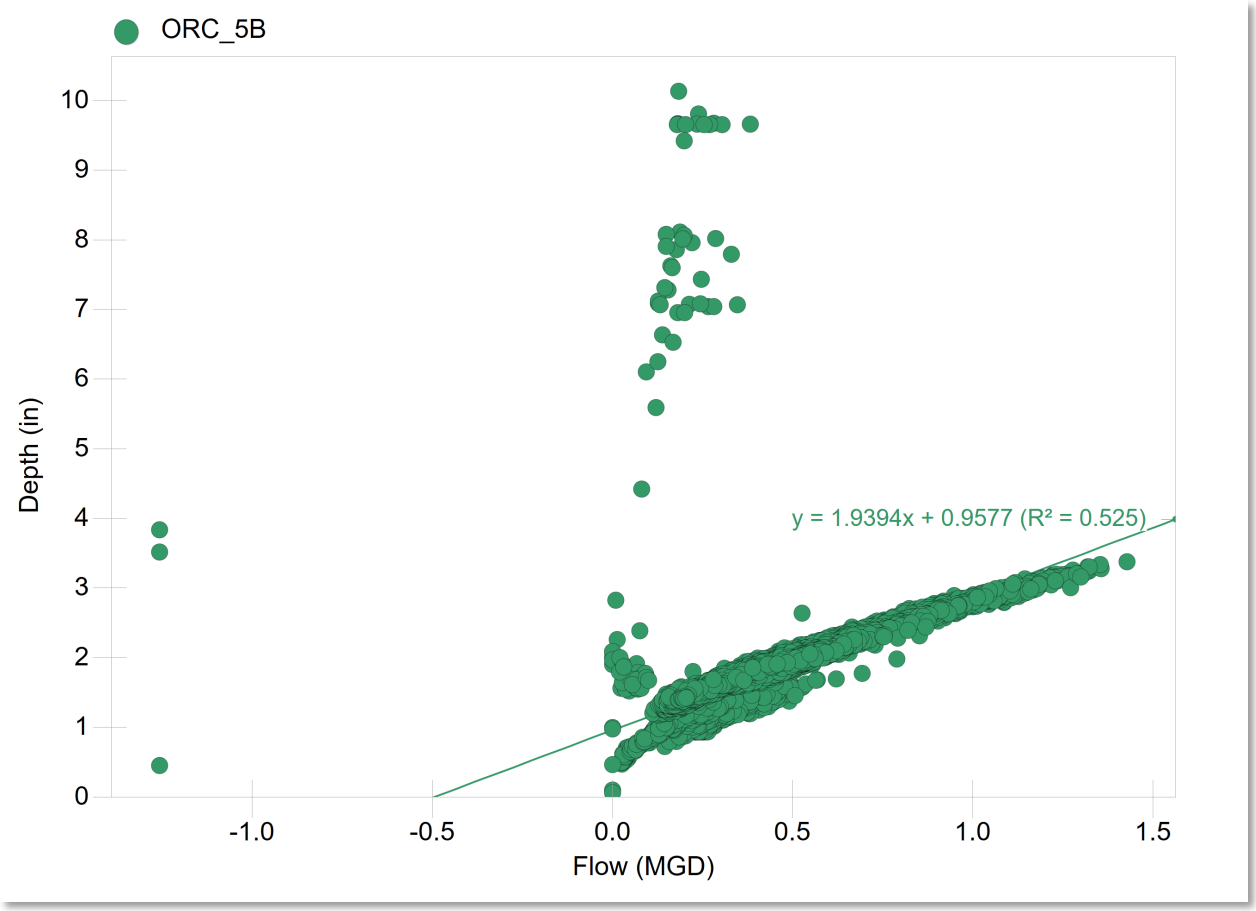


Figure A.1 – Scatterplot for Meter 5B

Note: Outlier data points (with really high depth and no flow) correspond to February 6 (no rainfall) and reflect unstable flow conditions, which could be in part due to data noise, monitoring equipment issues, operation or condition changes such as system blockages, and is not necessarily tied to wet weather response. A large portion of the data was usable, and inconsistences were accounted for during analysis.

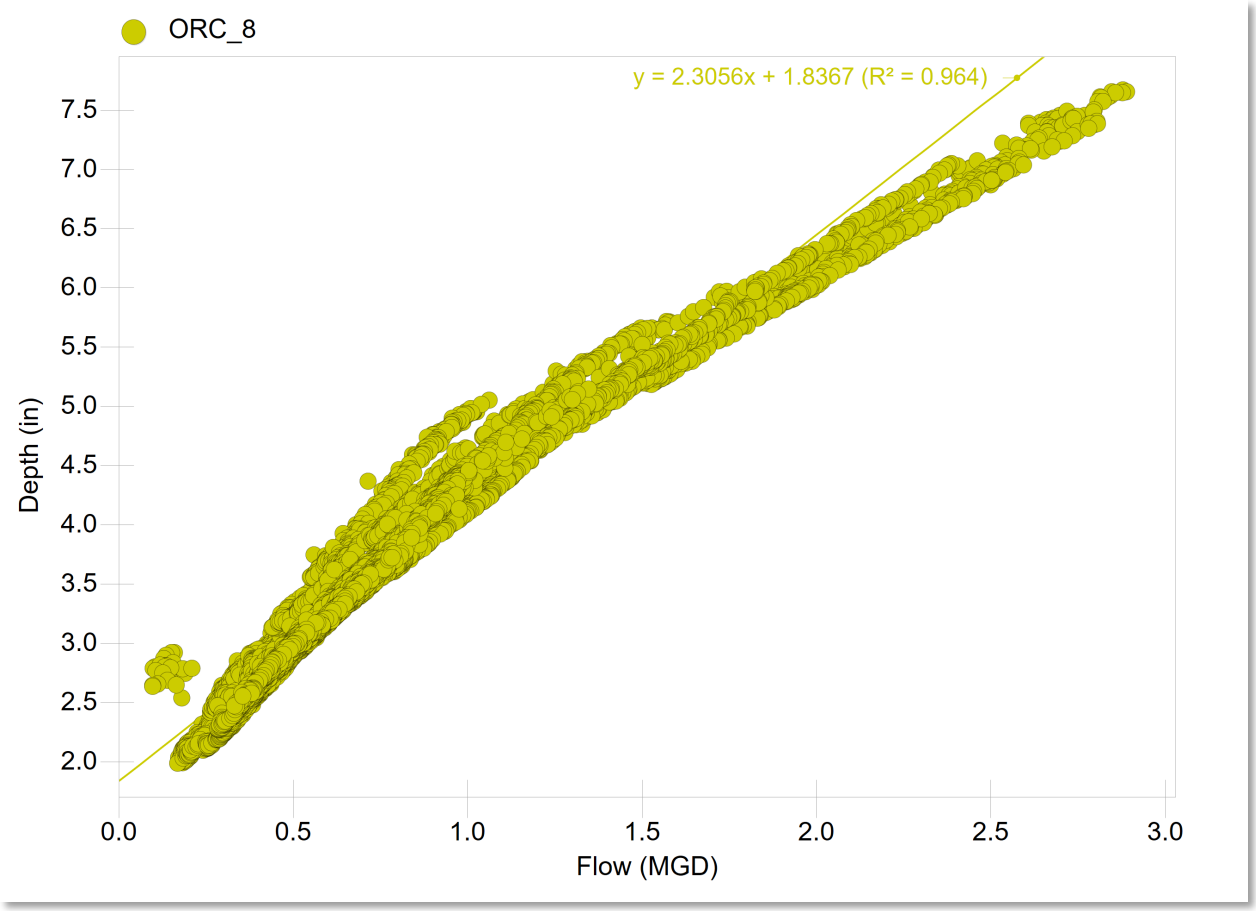


Figure A.2 – Scatterplot for Meter 8

Note: The outlier data points from January 21 (no rainfall) reflect a temporary drop in velocity and are not associated with wet weather response.

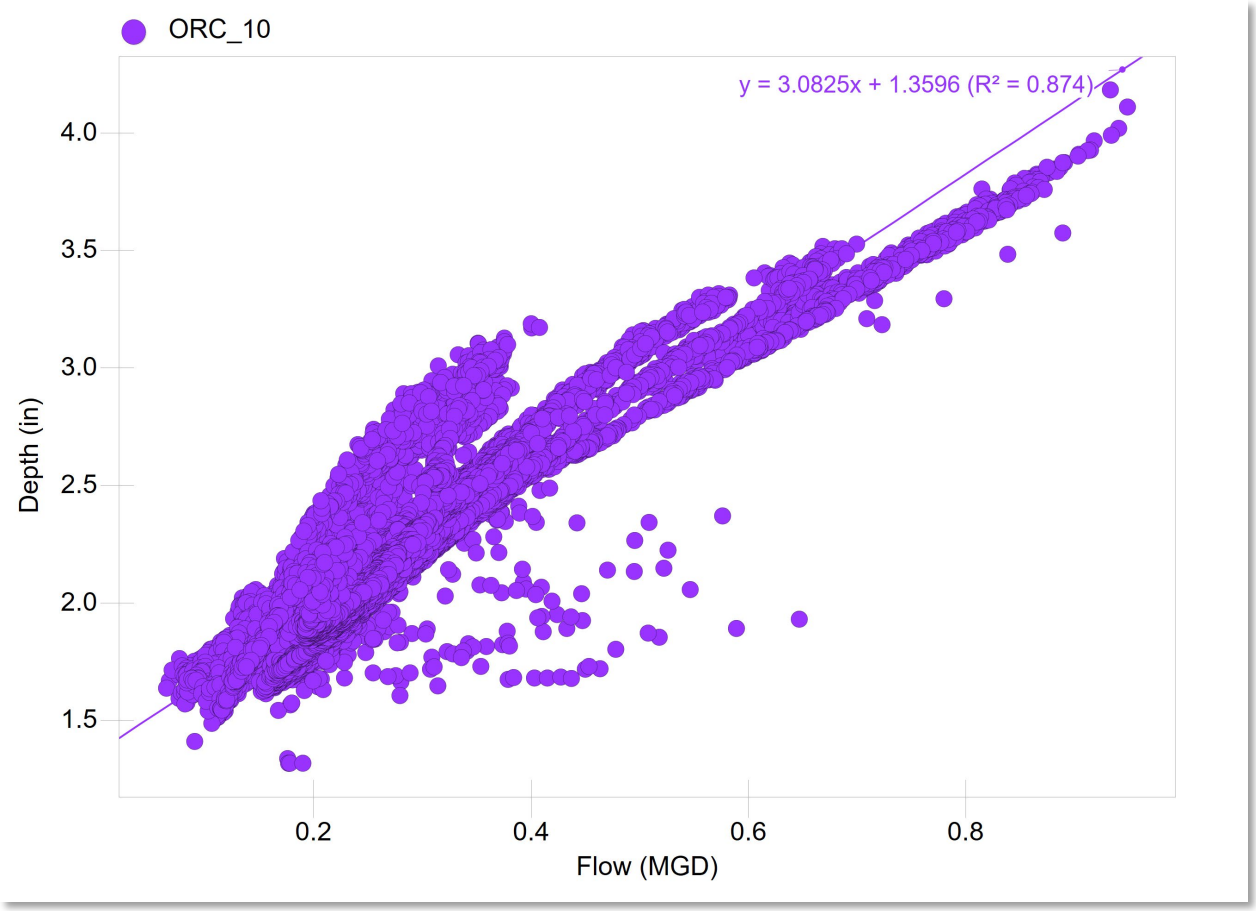


Figure A.3 – Scatterplot for Meter 10

Note: Data suggest two distinct flow regimes (likely varying hydraulic conditions). Increased scatter at low depths is observed, though velocities remain within a reasonable range.

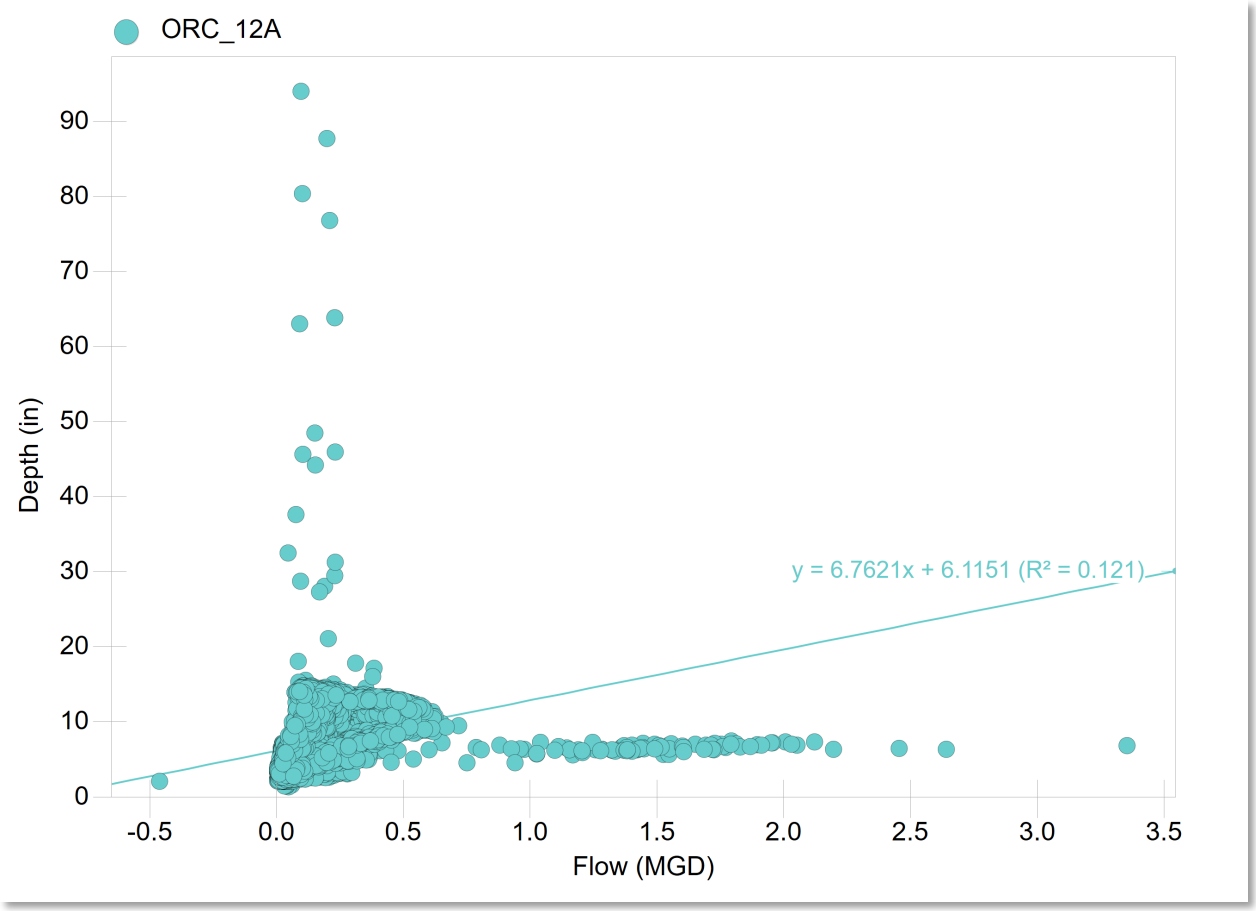


Figure A.4 – Scatterplot for Meter 12A

Note: Data for Meter 12A shows weak correlation between depth and flow, likely influenced by nearby pump station operations. Intermittent pump cycling and periods of rapid drawdown or discharge appear to control the observed patterns, rather than typical gravity-driven flow behavior.

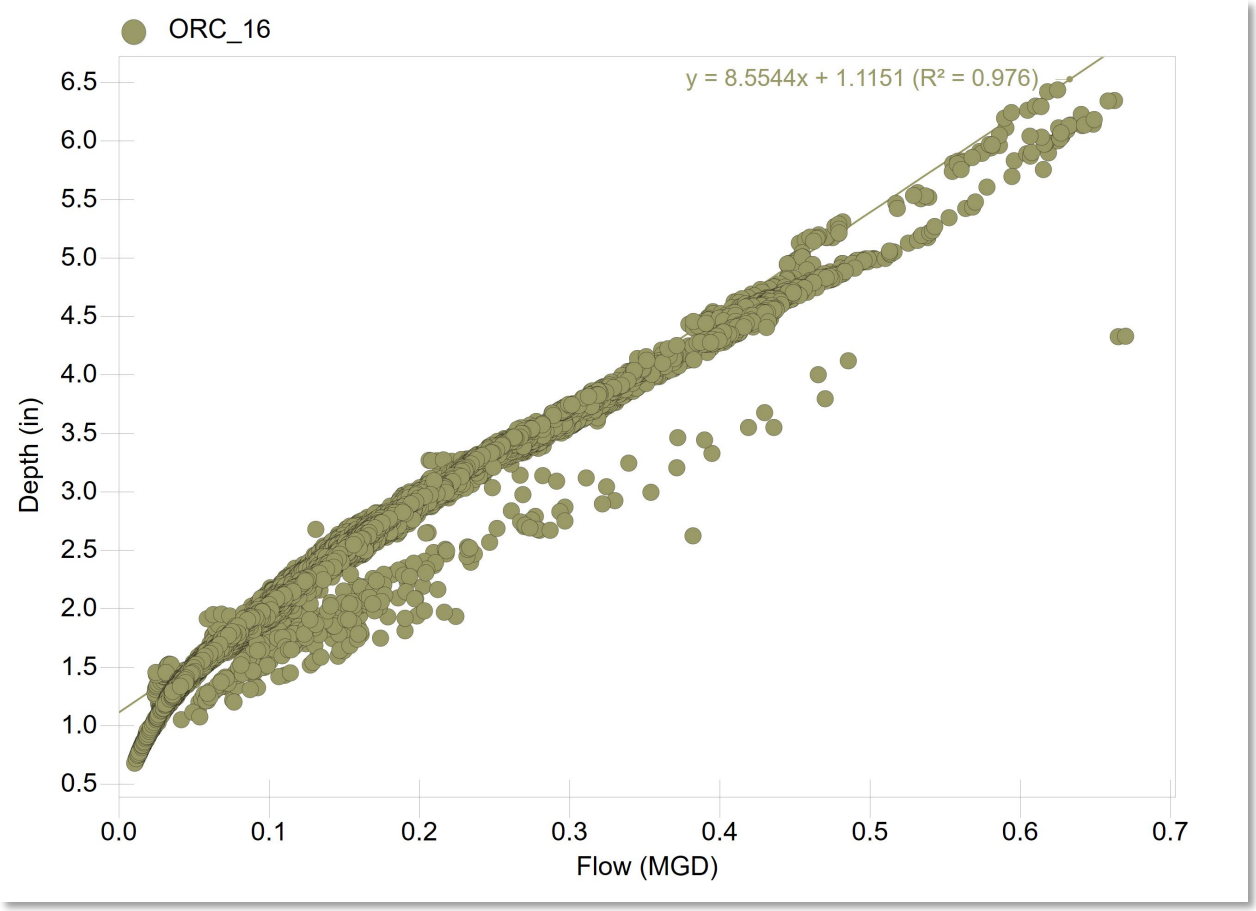


Figure A.5 – Scatterplot for Meter 16

Note: Lower-depth data exhibits a separate trend, potentially reflecting a different hydraulic regime. Overall trends remain consistent, suggesting stable flow behavior with some variation at lower depths.

Appendix D

FY 2025-2026 Budget (through April 2025)

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
	Hourly Labor	3,546,370.20	2,648,589.46					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	3,546,370.20	2,648,589.46		2,735,977.37	0.00	87,387.91	3,546,370.20
	Consultant (OCC)	4,134,498.43	2,971,823.75		3,016,123.38	2,858,764.83	44,299.63	4,134,498.43
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	11,986.62	19,725.47		19,895.62	19,770.42	170.14	11,986.62
	Total	7,692,855.25	5,640,138.68	5,640,138.68	5,771,996.37	2,878,535.25	131,857.68	7,692,855.25
	Non Reim./Write Off				0.01			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				17,968.20			5,405.00
OC23-I I.01 Program Administration								
	Hourly Labor	508,637.85	453,149.92					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	508,637.85	453,149.92		479,289.76	0.00	26,139.84	508,637.85
	Consultant (OCC)	28,401.50	23,462.10		23,462.10	22,344.85	0.00	28,401.50
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	3,063.05	2,874.88		2,874.89	2,874.89	0.00	3,063.05
	Total	540,102.40	479,486.90	0.00	505,626.75	25,219.74	26,139.84	540,102.40
	Non Reim./Write Off				0.01			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				3,274.80			1,012.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.01.01 Administration							
Hourly Labor	142,779.06	108,332.12					
Fixed Fee Labor	0.00	0.00					
Total Labor	142,779.06	108,332.12		115,732.46	0.00	7,400.34	142,779.06
Consultant (OCC)	28,401.50	23,462.10		23,462.10	22,344.85	0.00	28,401.50
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	1,503.44	1,503.44		1,503.45	1,503.45	0.00	1,503.44
Total	172,684.00	133,297.66	0.00	140,698.01	23,848.30	7,400.34	172,684.00
Non Reim./Write Off				0.01			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				856.10			775.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.01.02 Program Meetings							
Hourly Labor	233,814.59	230,254.46					
Fixed Fee Labor	0.00	0.00					
Total Labor	233,814.59	230,254.46		235,102.67	0.00	4,848.21	233,814.59
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	1,484.61	1,297.25		1,297.25	1,297.25	0.00	1,484.61
Total	235,299.20	231,551.71	0.00	236,399.92	1,297.25	4,848.21	235,299.20
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				1,475.60			120.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.01.03 Monthly Reports and Invoicing								
	Hourly Labor	42,632.20	35,122.37					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	42,632.20	35,122.37		35,122.37	0.00	0.00	42,632.20
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	42,632.20	35,122.37	0.00	35,122.37	0.00	0.00	42,632.20
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				194.10			62.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.01.04 Annual Report								
	Hourly Labor	89,412.00	79,440.97					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	89,412.00	79,440.97		93,332.26	0.00	13,891.29	89,412.00
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	75.00	74.19		74.19	74.19	0.00	75.00
	Total	89,487.00	79,515.16	0.00	93,406.45	74.19	13,891.29	89,487.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				749.00			55.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.01.05 Additional Services - Program Administration							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.02 Program Management								
	Hourly Labor	848,210.90	886,798.50					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	848,210.90	886,798.50		902,851.98	0.00	16,053.48	848,210.90
	Consultant (OCC)	613,629.50	484,295.26		484,295.26	461,233.56	0.00	613,629.50
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	6,482.74	4,673.50		4,805.94	4,805.94	132.44	6,482.74
	Total	1,468,323.14	1,375,767.26	0.00	1,391,953.18	466,039.50	16,185.92	1,468,323.14
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				6,713.80			3,934.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.02.01 Public Outreach							
Hourly Labor	182,067.83	206,315.11					
Fixed Fee Labor	0.00	0.00					
Total Labor	182,067.83	206,315.11		210,991.78	0.00	4,676.67	182,067.83
Consultant (OCC)	122,850.00	88,451.35		88,451.35	84,239.38	0.00	122,850.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	5,500.00	3,697.72		3,830.16	3,830.16	132.44	5,500.00
Total	310,417.83	298,464.18	0.00	303,273.29	88,069.54	4,809.11	310,417.83
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				1,391.05			104.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.02.02 CCTV Program							
Hourly Labor	67,686.57	63,212.18					
Fixed Fee Labor	0.00	0.00					
Total Labor	67,686.57	63,212.18		63,212.18	0.00	0.00	67,686.57
Consultant (OCC)	263,250.00	177,558.50		177,558.50	169,103.33	0.00	263,250.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	330,936.57	240,770.68	0.00	240,770.68	169,103.33	0.00	330,936.57
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				452.40			215.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.02.03 Basin Condition Assessment							
Hourly Labor	348,924.63	390,762.11					
Fixed Fee Labor	0.00	0.00					
Total Labor	348,924.63	390,762.11		397,026.11	0.00	6,264.00	348,924.63
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	20.90		20.90	20.90	0.00	0.00
Total	348,924.63	390,783.01	0.00	397,047.01	20.90	6,264.00	348,924.63
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				3,514.75			2,725.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.02.04 Smoke Testing Program							
Hourly Labor	42,954.00	32,868.63					
Fixed Fee Labor	0.00	0.00					
Total Labor	42,954.00	32,868.63		33,184.44	0.00	315.81	42,954.00
Consultant (OCC)	198,992.50	197,212.20		197,212.20	187,821.13	0.00	198,992.50
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	600.00	639.09		639.09	639.09	0.00	600.00
Total	242,546.50	230,719.92	0.00	231,035.73	188,460.22	315.81	242,546.50
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				220.30			130.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.02.05 Downspout Disconnection								
	Hourly Labor	34,227.00	19,188.07					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	34,227.00	19,188.07		19,907.32	0.00	719.25	34,227.00
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	34,227.00	19,188.07	0.00	19,907.32	0.00	719.25	34,227.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				117.80			335.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.02.06 Manhole Sealing Pilot Program							
Hourly Labor	60,340.87	60,340.87					
Fixed Fee Labor	0.00	0.00					
Total Labor	60,340.87	60,340.87		60,340.87	0.00	0.00	60,340.87
Consultant (OCC)	6,132.00	6,132.00		6,132.00	5,840.00	0.00	6,132.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	282.74	282.74		282.74	282.74	0.00	282.74
Total	66,755.61	66,755.61	0.00	66,755.61	6,122.74	0.00	66,755.61
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				411.30			95.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.02.07 Develop Project Design Criteria							
Hourly Labor	112,010.00	114,111.53					
Fixed Fee Labor	0.00	0.00					
Total Labor	112,010.00	114,111.53		118,189.28	0.00	4,077.75	112,010.00
Consultant (OCC)	22,405.00	14,941.21		14,941.21	14,229.72	0.00	22,405.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	100.00	33.05		33.05	33.05	0.00	100.00
Total	134,515.00	129,085.79	0.00	133,163.54	14,262.77	4,077.75	134,515.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				606.20			330.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.02.08 Additional Services - Program Management							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.03 Flow Monitoring and Analysis								
	Hourly Labor	120,684.01	92,806.17					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	120,684.01	92,806.17		96,486.89	0.00	3,680.72	120,684.01
	Consultant (OCC)	298,245.99	203,254.73		203,254.73	193,575.92	0.00	298,245.99
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	100.00	9,058.45		9,058.45	8,991.00	0.00	100.00
	Total	419,030.00	305,119.35	0.00	308,800.07	202,566.92	3,680.72	419,030.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				576.60			120.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.03.01 Flow Monitoring and Analysis							
Hourly Labor	105,684.01	89,011.56					
Fixed Fee Labor	0.00	0.00					
Total Labor	105,684.01	89,011.56		92,692.28	0.00	3,680.72	105,684.01
Consultant (OCC)	241,495.70	152,131.07		152,131.07	144,886.72	0.00	241,495.70
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	100.00	9,058.45		9,058.45	8,991.00	0.00	100.00
Total	347,279.71	250,201.08	0.00	253,881.80	153,877.72	3,680.72	347,279.71
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				554.90			120.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.03.02 Flow Modeling							
Hourly Labor	15,000.00	3,794.61					
Fixed Fee Labor	0.00	0.00					
Total Labor	15,000.00	3,794.61		3,794.61	0.00	0.00	15,000.00
Consultant (OCC)	56,750.29	51,123.66		51,123.66	48,689.20	0.00	56,750.29
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	71,750.29	54,918.27	0.00	54,918.27	48,689.20	0.00	71,750.29
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				21.70			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.04 Design Pkg 1 - Linn Basin SS #1								
	Hourly Labor	90,360.28	90,360.28					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	90,360.28	90,360.28		90,360.28	0.00	0.00	90,360.28
	Consultant (OCC)	276,440.19	276,440.19		276,440.19	263,276.33	0.00	276,440.19
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	8.25	8.25		8.25	8.25	0.00	8.25
	Total	366,808.72	366,808.72	0.00	366,808.72	263,284.58	0.00	366,808.72
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				517.60			34.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.04.01 Design Services for Construction Pkg 1								
	Hourly Labor	3,907.54	3,907.54					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	3,907.54	3,907.54		3,907.54	0.00	0.00	3,907.54
	Consultant (OCC)	40,514.44	40,514.44		40,514.44	38,585.18	0.00	40,514.44
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	44,421.98	44,421.98	0.00	44,421.98	38,585.18	0.00	44,421.98
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				31.70			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.04.02 Pre-Design Investigations / Data Review								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.04.03 QA/QC Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.04.04 Utility Coordination / Survey & Geotechnical								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	3,654.00	3,654.00		3,654.00	3,480.00	0.00	3,654.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	3,654.00	3,654.00	0.00	3,654.00	3,480.00	0.00	3,654.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.04.05 Right-of-Way and Easement Acquisition Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.04.06 Bidding Services							
Hourly Labor	14,053.84	14,053.84					
Fixed Fee Labor	0.00	0.00					
Total Labor	14,053.84	14,053.84		14,053.84	0.00	0.00	14,053.84
Consultant (OCC)	3,049.26	3,049.26		3,049.26	2,904.06	0.00	3,049.26
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	17,103.10	17,103.10	0.00	17,103.10	2,904.06	0.00	17,103.10
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				75.90			10.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.04.07 Construction Management Services							
Hourly Labor	72,398.90	72,398.90					
Fixed Fee Labor	0.00	0.00					
Total Labor	72,398.90	72,398.90		72,398.90	0.00	0.00	72,398.90
Consultant (OCC)	213,264.79	213,264.79		213,264.79	203,109.29	0.00	213,264.79
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	8.25	8.25		8.25	8.25	0.00	8.25
Total	285,671.94	285,671.94	0.00	285,671.94	203,117.54	0.00	285,671.94
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				410.00			24.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.04.08 Additional Services - Design							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.04.09 Additional Services - Construction								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	15,957.70	15,957.70		15,957.70	15,197.80	0.00	15,957.70
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	15,957.70	15,957.70	0.00	15,957.70	15,197.80	0.00	15,957.70
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.05 Design Pkg 2 - Linn Basin SS #2								
	Hourly Labor	448,732.52	419,357.93					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	448,732.52	419,357.93		445,186.96	0.00	25,829.03	448,732.52
	Consultant (OCC)	512,276.83	214,732.25		217,072.42	199,987.99	2,340.17	512,276.83
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	100.00	1,734.83		1,772.53	1,714.78	37.70	100.00
	Total	961,109.35	635,825.01	0.00	664,031.91	201,702.77	28,206.90	961,109.35
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				2,696.30			265.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.05.01 Design Services for Construction Pkg 2							
Hourly Labor	156,843.07	304,729.07					
Fixed Fee Labor	0.00	0.00					
Total Labor	156,843.07	304,729.07		304,729.07	0.00	0.00	156,843.07
Consultant (OCC)	38,076.00	38,075.11		38,075.11	36,262.00	0.00	38,076.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	395.73		395.73	395.73	0.00	0.00
Total	194,919.07	343,199.91	0.00	343,199.91	36,657.73	0.00	194,919.07
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				1,930.90			230.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.05.02 Pre-Design Investigations / Data Review								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.05.03 QA/QC Services								
	Hourly Labor	195.60	195.60					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	195.60	195.60		195.60	0.00	0.00	195.60
	Consultant (OCC)	4,180.90	4,180.90		4,180.90	3,981.81	0.00	4,180.90
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	4,376.50	4,376.50	0.00	4,376.50	3,981.81	0.00	4,376.50
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				1.50			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.05.04 Utility Coordination / Survey & Geotechnical								
	Hourly Labor	45.90	45.90					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	45.90	45.90		45.90	0.00	0.00	45.90
	Consultant (OCC)	143,100.98	143,100.98		143,100.98	136,286.63	0.00	143,100.98
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	143,146.88	143,146.88	0.00	143,146.88	136,286.63	0.00	143,146.88
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.50			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.05.05 Right-of-Way and Easement Acquisition Services								
	Hourly Labor	9,135.58	9,135.58					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	9,135.58	9,135.58		9,135.58	0.00	0.00	9,135.58
	Consultant (OCC)	7,602.39	7,602.39		7,602.39	7,240.37	0.00	7,602.39
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	16,737.97	16,737.97	0.00	16,737.97	7,240.37	0.00	16,737.97
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				57.70			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.05.06 Bidding Services							
Hourly Labor	21,229.79	21,229.79					
Fixed Fee Labor	0.00	0.00					
Total Labor	21,229.79	21,229.79		21,229.79	0.00	0.00	21,229.79
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	21,229.79	21,229.79	0.00	21,229.79	0.00	0.00	21,229.79
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				112.10			35.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.05.07 Construction Management Services								
	Hourly Labor	261,282.58	84,021.99					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	261,282.58	84,021.99		109,851.02	0.00	25,829.03	261,282.58
	Consultant (OCC)	301,018.00	20,274.31		21,515.94	13,743.75	1,241.63	301,018.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	100.00	1,339.10		1,376.80	1,319.05	37.70	100.00
	Total	562,400.58	105,635.40	0.00	132,743.76	15,062.80	27,108.36	562,400.58
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				593.60			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.05.08 Additional Services - Design							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	1,498.56	1,498.56		1,498.56	1,427.20	0.00	1,498.56
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	1,498.56	1,498.56	0.00	1,498.56	1,427.20	0.00	1,498.56
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.05.09 Additional Services - Construction							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	16,800.00	0.00		1,098.54	1,046.23	1,098.54	16,800.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	16,800.00	0.00	0.00	1,098.54	1,046.23	1,098.54	16,800.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.06 Design Pkg 3 - Molalla								
	Hourly Labor	377,553.58	386,542.44					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	377,553.58	386,542.44		386,542.44	0.00	0.00	377,553.58
	Consultant (OCC)	212,605.49	212,605.49		212,605.49	195,495.69	0.00	212,605.49
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	1,004.49	1,004.49		1,004.49	1,004.49	0.00	1,004.49
	Total	591,163.56	600,152.42	0.00	600,152.42	196,500.18	0.00	591,163.56
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				2,295.70			40.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.06.01 Design Services for Construction Pkg 3							
Hourly Labor	187,242.36	187,242.36					
Fixed Fee Labor	0.00	0.00					
Total Labor	187,242.36	187,242.36		187,242.36	0.00	0.00	187,242.36
Consultant (OCC)	4,890.16	7,390.16		7,390.16	7,038.24	0.00	4,890.16
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	143.78	143.78		143.78	143.78	0.00	143.78
Total	192,276.30	194,776.30	0.00	194,776.30	7,182.02	0.00	192,276.30
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				1,226.30			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.06.02 Pre-Design Investigations / Data Review							
Hourly Labor	9,746.46	9,746.46					
Fixed Fee Labor	0.00	0.00					
Total Labor	9,746.46	9,746.46		9,746.46	0.00	0.00	9,746.46
Consultant (OCC)	2,500.00	0.00		0.00	0.00	0.00	2,500.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	12,246.46	9,746.46	0.00	9,746.46	0.00	0.00	12,246.46
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				56.60			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.06.03 QA/QC Services							
Hourly Labor	3,156.17	3,156.17					
Fixed Fee Labor	0.00	0.00					
Total Labor	3,156.17	3,156.17		3,156.17	0.00	0.00	3,156.17
Consultant (OCC)	4,735.50	4,735.50		4,735.50	4,510.00	0.00	4,735.50
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	7,891.67	7,891.67	0.00	7,891.67	4,510.00	0.00	7,891.67
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				14.10			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.06.04 Utility Coordination / Survey & Geotechnical								
	Hourly Labor	5,336.52	5,336.52					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	5,336.52	5,336.52		5,336.52	0.00	0.00	5,336.52
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	5,336.52	5,336.52	0.00	5,336.52	0.00	0.00	5,336.52
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				37.40			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.06.05 Right-of-Way and Easement Acquisition Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.06.06 Bidding Services								
	Hourly Labor	1,987.40	1,987.40					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	1,987.40	1,987.40		1,987.40	0.00	0.00	1,987.40
	Consultant (OCC)	2,010.00	2,010.00		2,010.00	750.00	0.00	2,010.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	3,997.40	3,997.40	0.00	3,997.40	750.00	0.00	3,997.40
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				11.80			40.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.06.07 Construction Management Services								
	Hourly Labor	170,084.67	179,073.53					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	170,084.67	179,073.53		179,073.53	0.00	0.00	170,084.67
	Consultant (OCC)	198,032.77	198,032.77		198,032.77	182,781.20	0.00	198,032.77
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	860.71	860.71		860.71	860.71	0.00	860.71
	Total	368,978.15	377,967.01	0.00	377,967.01	183,641.91	0.00	368,978.15
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				949.50			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.06.08 Additional Services - Design							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.06.09 Additional Services - Construction							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	437.06	437.06		437.06	416.25	0.00	437.06
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	437.06	437.06	0.00	437.06	416.25	0.00	437.06
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.07 Design Pkg 4 - Rivercrest Lateral Rehab								
	Hourly Labor	71,940.71	70,972.83					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	71,940.71	70,972.83		70,972.83	0.00	0.00	71,940.71
	Consultant (OCC)	560,674.48	552,287.17		552,287.17	525,987.71	0.00	560,674.48
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	263.47	342.57		342.57	342.57	0.00	263.47
	Total	632,878.66	623,602.57	0.00	623,602.57	526,330.28	0.00	632,878.66
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				360.80			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.07.01 Design Services for Construction Pkg 4								
	Hourly Labor	7,850.14	7,850.14					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	7,850.14	7,850.14		7,850.14	0.00	0.00	7,850.14
	Consultant (OCC)	81,962.00	81,962.00		81,962.00	78,059.04	0.00	81,962.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	89,812.14	89,812.14	0.00	89,812.14	78,059.04	0.00	89,812.14
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				36.20			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.07.02 Pre-Design Investigations / Data Review								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	22,445.32	22,445.32		22,445.32	21,376.50	0.00	22,445.32
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	22,445.32	22,445.32	0.00	22,445.32	21,376.50	0.00	22,445.32
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.07.03 QA/QC Services							
Hourly Labor	4,752.30	4,752.30					
Fixed Fee Labor	0.00	0.00					
Total Labor	4,752.30	4,752.30		4,752.30	0.00	0.00	4,752.30
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	4,752.30	4,752.30	0.00	4,752.30	0.00	0.00	4,752.30
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				21.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.07.04 Utility Coordination / Survey & Geotechnical								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	1,846.43	1,846.43		1,846.43	1,758.50	0.00	1,846.43
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	1,846.43	1,846.43	0.00	1,846.43	1,758.50	0.00	1,846.43
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.07.05 Right-of-Way and Easement Acquisition Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	2,164.05	2,164.05		2,164.05	2,061.00	0.00	2,164.05
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	2,164.05	2,164.05	0.00	2,164.05	2,061.00	0.00	2,164.05
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.07.06 Bidding Services							
Hourly Labor	3,271.80	3,271.80					
Fixed Fee Labor	0.00	0.00					
Total Labor	3,271.80	3,271.80		3,271.80	0.00	0.00	3,271.80
Consultant (OCC)	862.68	862.68		862.68	821.60	0.00	862.68
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	4,134.48	4,134.48	0.00	4,134.48	821.60	0.00	4,134.48
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				14.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.07.07 Construction Management Services							
Hourly Labor	56,066.47	55,098.59					
Fixed Fee Labor	0.00	0.00					
Total Labor	56,066.47	55,098.59		55,098.59	0.00	0.00	56,066.47
Consultant (OCC)	424,708.12	424,006.02		424,006.02	403,815.22	0.00	424,708.12
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	263.47	342.57		342.57	342.57	0.00	263.47
Total	481,038.06	479,447.18	0.00	479,447.18	404,157.79	0.00	481,038.06
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				289.60			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.07.08 Additional Services - Design							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	2,485.88	385.88		385.88	367.50	0.00	2,485.88
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	2,485.88	385.88	0.00	385.88	367.50	0.00	2,485.88
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.07.09 Additional Services - Construction							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	24,200.00	18,614.79		18,614.79	17,728.35	0.00	24,200.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	24,200.00	18,614.79	0.00	18,614.79	17,728.35	0.00	24,200.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.08 Design Pkg 5 - Newell Basin 1 (Applegate)								
	Hourly Labor	41,973.20	26,007.43					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	41,973.20	26,007.43		26,007.43	0.00	0.00	41,973.20
	Consultant (OCC)	410,008.80	316,119.73		327,714.49	312,109.00	11,594.76	410,008.80
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	100.00	0.00		0.00	0.00	0.00	100.00
	Total	452,082.00	342,127.16	0.00	353,721.92	312,109.00	11,594.76	452,082.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				113.80			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.08.01 Design Services for Construction Pkg 5								
	Hourly Labor	13,848.00	24,483.18					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	13,848.00	24,483.18		24,483.18	0.00	0.00	13,848.00
	Consultant (OCC)	220,331.00	192,414.78		192,694.34	183,518.40	279.56	220,331.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	100.00	0.00		0.00	0.00	0.00	100.00
	Total	234,279.00	216,897.96	0.00	217,177.52	183,518.40	279.56	234,279.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				104.80			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.08.02 Pre-Design Investigations / Data Review								
	Hourly Labor	0.00	823.15					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	823.15		823.15	0.00	0.00	0.00
	Consultant (OCC)	34,041.00	51,712.85		51,712.85	49,250.32	0.00	34,041.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	34,041.00	52,536.00	0.00	52,536.00	49,250.32	0.00	34,041.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				6.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.08.03 QA/QC Services								
	Hourly Labor	14,617.00	701.10					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	14,617.00	701.10		701.10	0.00	0.00	14,617.00
	Consultant (OCC)	18,270.00	12,282.38		12,282.38	11,697.50	0.00	18,270.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	32,887.00	12,983.48	0.00	12,983.48	11,697.50	0.00	32,887.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				3.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.08.04 Utility Coordination / Survey & Geotechnical								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	96,925.00	54,693.35		58,696.61	55,901.53	4,003.26	96,925.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	96,925.00	54,693.35	0.00	58,696.61	55,901.53	4,003.26	96,925.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.08.05 Right-of-Way and Easement Acquisition Services							
Hourly Labor	1,231.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	1,231.00	0.00		0.00	0.00	0.00	1,231.00
Consultant (OCC)	16,853.00	5,016.37		12,328.31	11,741.25	7,311.94	16,853.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	18,084.00	5,016.37	0.00	12,328.31	11,741.25	7,311.94	18,084.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.08.06 Bidding Services							
Hourly Labor	2,277.20	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	2,277.20	0.00		0.00	0.00	0.00	2,277.20
Consultant (OCC)	5,912.00	0.00		0.00	0.00	0.00	5,912.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	8,189.20	0.00	0.00	0.00	0.00	0.00	8,189.20
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.08.07 Construction Management Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.08.08 Additional Services - Design							
Hourly Labor	10,000.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	10,000.00	0.00		0.00	0.00	0.00	10,000.00
Consultant (OCC)	13,476.80	0.00		0.00	0.00	0.00	13,476.80
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	23,476.80	0.00	0.00	0.00	0.00	0.00	23,476.80
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.08.09 Additional Services - Construction							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	4,200.00	0.00		0.00	0.00	0.00	4,200.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	4,200.00	0.00	0.00	0.00	0.00	0.00	4,200.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.09 Design Pkg 6 - Linn Basin SS #3								
	Hourly Labor	134,664.00	31,552.59					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	134,664.00	31,552.59		34,109.54	0.00	2,556.95	134,664.00
	Consultant (OCC)	400,366.00	327,013.40		357,378.10	340,360.05	30,364.70	400,366.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	70.00	0.00		0.00	0.00	0.00	70.00
	Total	535,100.00	358,565.99	0.00	391,487.64	340,360.05	32,921.65	535,100.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				162.80			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.09.01 Design Services for Construction Pkg 6								
	Hourly Labor	59,432.00	29,967.97					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	59,432.00	29,967.97		32,524.92	0.00	2,556.95	59,432.00
	Consultant (OCC)	277,337.00	234,858.75		261,207.19	248,768.75	26,348.44	277,337.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	50.00	0.00		0.00	0.00	0.00	50.00
	Total	336,819.00	264,826.72	0.00	293,732.11	248,768.75	28,905.39	336,819.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				150.60			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.09.02 Pre-Design Investigations / Data Review								
	Hourly Labor	0.00	658.97					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	658.97		658.97	0.00	0.00	0.00
	Consultant (OCC)	54,464.00	50,035.19		50,035.19	47,652.55	0.00	54,464.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	54,464.00	50,694.16	0.00	50,694.16	47,652.55	0.00	54,464.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				3.70			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.09.03 QA/QC Services								
	Hourly Labor	18,093.60	925.65					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	18,093.60	925.65		925.65	0.00	0.00	18,093.60
	Consultant (OCC)	10,500.00	8,033.82		11,640.57	11,086.25	3,606.75	10,500.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	20.00	0.00		0.00	0.00	0.00	20.00
	Total	28,613.60	8,959.47	0.00	12,566.22	11,086.25	3,606.75	28,613.60
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				8.50			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.09.04 Utility Coordination / Survey & Geotechnical							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	43,365.00	29,921.07		30,023.45	28,593.75	102.38	43,365.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	43,365.00	29,921.07	0.00	30,023.45	28,593.75	102.38	43,365.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.09.05 Right-of-Way and Easement Acquisition Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	5,250.00	4,164.57		4,471.70	4,258.75	307.13	5,250.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	5,250.00	4,164.57	0.00	4,471.70	4,258.75	307.13	5,250.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.09.06 Bidding Services							
Hourly Labor	7,138.40	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	7,138.40	0.00		0.00	0.00	0.00	7,138.40
Consultant (OCC)	9,450.00	0.00		0.00	0.00	0.00	9,450.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	16,588.40	0.00	0.00	0.00	0.00	0.00	16,588.40
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.09.07 Construction Management Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.09.08 Additional Services - Design							
Hourly Labor	50,000.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	50,000.00	0.00		0.00	0.00	0.00	50,000.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.09.09 Additional Services - Construction								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.10 Design Pkg 7 - McLoughlin Basin #2 (Singer Hill)								
	Hourly Labor	400,000.00	295.25					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	400,000.00	295.25		546.55	0.00	251.30	400,000.00
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	400,000.00	295.25	0.00	546.55	0.00	251.30	400,000.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				2.30			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.10.01 Design Services for Construction Pkg 7							
Hourly Labor	400,000.00	251.30					
Fixed Fee Labor	0.00	0.00					
Total Labor	400,000.00	251.30		502.60	0.00	251.30	400,000.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	400,000.00	251.30	0.00	502.60	0.00	251.30	400,000.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				2.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.10.02 Pre-Design Investigations / Data Review							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.10.03 QA/QC Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.10.04 Utility Coordination / Survey & Geotechnical								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.10.05 Right-of-Way and Easement Acquisition Services							
Hourly Labor	0.00	43.95					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	43.95		43.95	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	43.95	0.00	43.95	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.30			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.10.06 Bidding Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.10.07 Construction Management Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.10.08 Additional Services - Design							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.10.09 Additional Services - Construction								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.11 Design Pkg 8 - Center St Catch Basin Disconnect								
	Hourly Labor	52,300.97	52,300.97					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	52,300.97	52,300.97		52,300.97	0.00	0.00	52,300.97
	Consultant (OCC)	18,006.45	18,006.45		18,006.45	17,149.00	0.00	18,006.45
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	70,307.42	70,307.42	0.00	70,307.42	17,149.00	0.00	70,307.42
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				362.40			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.11.01 Design Services for Construction Pkg 8							
Hourly Labor	35,852.73	35,852.73					
Fixed Fee Labor	0.00	0.00					
Total Labor	35,852.73	35,852.73		35,852.73	0.00	0.00	35,852.73
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	35,852.73	35,852.73	0.00	35,852.73	0.00	0.00	35,852.73
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				253.20			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.11.02 Pre-Design Investigations / Data Review								
	Hourly Labor	10,936.74	10,936.74					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	10,936.74	10,936.74		10,936.74	0.00	0.00	10,936.74
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	10,936.74	10,936.74	0.00	10,936.74	0.00	0.00	10,936.74
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				69.70			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.11.03 QA/QC Services							
Hourly Labor	678.90	678.90					
Fixed Fee Labor	0.00	0.00					
Total Labor	678.90	678.90		678.90	0.00	0.00	678.90
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	678.90	678.90	0.00	678.90	0.00	0.00	678.90
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				3.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.11.04 Utility Coordination / Survey & Geotechnical							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	18,006.45	18,006.45		18,006.45	17,149.00	0.00	18,006.45
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	18,006.45	18,006.45	0.00	18,006.45	17,149.00	0.00	18,006.45
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.11.05 Right-of-Way and Easement Acquisition Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.11.06 Bidding Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.11.07 Construction Management Services							
Hourly Labor	4,832.60	4,832.60					
Fixed Fee Labor	0.00	0.00					
Total Labor	4,832.60	4,832.60		4,832.60	0.00	0.00	4,832.60
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	4,832.60	4,832.60	0.00	4,832.60	0.00	0.00	4,832.60
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				36.50			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.11.08 Additional Services - Design							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.11.09 Additional Services - Construction							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.12 Design Pkg 9 - McLoughlin Basin #1								
	Hourly Labor	65,799.80	46,362.92					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	65,799.80	46,362.92		53,680.59	0.00	7,317.67	65,799.80
	Consultant (OCC)	694,200.20	343,606.98		343,606.98	327,244.73	0.00	694,200.20
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	100.00	0.00		0.00	0.00	0.00	100.00
	Total	760,100.00	389,969.90	0.00	397,287.57	327,244.73	7,317.67	760,100.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				268.50			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.12.01 Design Services for Construction Pkg 9							
Hourly Labor	23,495.05	23,495.05					
Fixed Fee Labor	0.00	0.00					
Total Labor	23,495.05	23,495.05		23,495.05	0.00	0.00	23,495.05
Consultant (OCC)	157,424.19	157,424.19		157,424.19	149,927.81	0.00	157,424.19
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	180,919.24	180,919.24	0.00	180,919.24	149,927.81	0.00	180,919.24
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				111.70			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.12.01A Stormwater Analysis							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	34,397.12	34,397.12		34,397.12	32,759.16	0.00	34,397.12
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	34,397.12	34,397.12	0.00	34,397.12	32,759.16	0.00	34,397.12
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.12.01B Stormwater Imp Design								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	16,019.50	16,019.50		16,019.50	15,256.66	0.00	16,019.50
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	16,019.50	16,019.50	0.00	16,019.50	15,256.66	0.00	16,019.50
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.12.02 Pre-Design Investigations / Data Review								
	Hourly Labor	195.91	195.91					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	195.91	195.91		195.91	0.00	0.00	195.91
	Consultant (OCC)	38,500.80	38,500.80		38,500.80	36,667.43	0.00	38,500.80
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	38,696.71	38,696.71	0.00	38,696.71	36,667.43	0.00	38,696.71
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				1.10			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.12.03 QA/QC Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	4,551.96	4,551.96		4,551.96	4,335.20	0.00	4,551.96
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	4,551.96	4,551.96	0.00	4,551.96	4,335.20	0.00	4,551.96
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.12.04 Utility Coordination / Survey & Geotechnical								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	30,478.79	30,478.79		30,478.79	29,027.41	0.00	30,478.79
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	30,478.79	30,478.79	0.00	30,478.79	29,027.41	0.00	30,478.79
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.12.05 Right-of-Way and Easement Acquisition Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.12.06 Bidding Services							
Hourly Labor	1,654.75	1,654.75					
Fixed Fee Labor	0.00	0.00					
Total Labor	1,654.75	1,654.75		1,654.75	0.00	0.00	1,654.75
Consultant (OCC)	3,348.84	3,348.84		3,348.84	3,189.37	0.00	3,348.84
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	5,003.59	5,003.59	0.00	5,003.59	3,189.37	0.00	5,003.59
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				7.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.12.07 Construction Management Services								
	Hourly Labor	40,454.09	21,017.21					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	40,454.09	21,017.21		28,334.88	0.00	7,317.67	40,454.09
	Consultant (OCC)	409,479.00	58,885.78		58,885.78	56,081.69	0.00	409,479.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	100.00	0.00		0.00	0.00	0.00	100.00
	Total	450,033.09	79,902.99	0.00	87,220.66	56,081.69	7,317.67	450,033.09
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				148.70			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.12.08 Additional Services - Design							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.12.09 Additional Services - Construction							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.13 Design Pkg 10 - Linn Basin SS #4								
	Hourly Labor	200,000.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	200,000.00	0.00		0.00	0.00	0.00	200,000.00
	Consultant (OCC)	78,750.00	0.00		0.00	0.00	0.00	78,750.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	278,750.00	0.00	0.00	0.00	0.00	0.00	278,750.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.13.01 Design Services for Construction Pkg 10							
Hourly Labor	200,000.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	200,000.00	0.00		0.00	0.00	0.00	200,000.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	200,000.00	0.00	0.00	0.00	0.00	0.00	200,000.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.13.02 Pre-Design Investigations / Data Review							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	78,750.00	0.00		0.00	0.00	0.00	78,750.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	78,750.00	0.00	0.00	0.00	0.00	0.00	78,750.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.13.03 QA/QC Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.13.04 Utility Coordination / Survey & Geotechnical								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.13.05 Right-of-Way and Easement Acquisition Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.13.06 Bidding Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.13.07 Construction Management Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.13.08 Additional Services - Design							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.13.09 Additional Services - Construction							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.14 Design Pkg 11 - McLoughlin Basin #3								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.14.01 Design Services for Construction Pkg 11							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.14.02 Pre-Design Investigations / Data Review								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.14.03 QA/QC Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.14.04 Utility Coordination / Survey & Geotechnical								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.14.05 Right-of-Way and Easement Acquisition Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.14.06 Bidding Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.14.07 Construction Management Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.14.08 Additional Services - Design							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.14.09 Additional Services - Construction								
	Hourly Labor	0.00	0.00					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.15 Manhole Sealing Program								
	Hourly Labor	85,512.38	67,657.78					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	85,512.38	67,657.78		72,511.44	0.00	4,853.66	85,512.38
	Consultant (OCC)	30,893.00	0.00		0.00	0.00	0.00	30,893.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	594.62	14.00		14.00	14.00	0.00	594.62
	Total	117,000.00	67,671.78	0.00	72,525.44	14.00	4,853.66	117,000.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				465.90			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.15.01 Design Services for Manhole Sealing Program								
	Hourly Labor	85,512.38	67,657.78					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	85,512.38	67,657.78		72,511.44	0.00	4,853.66	85,512.38
	Consultant (OCC)	30,893.00	0.00		0.00	0.00	0.00	30,893.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	594.62	14.00		14.00	14.00	0.00	594.62
	Total	117,000.00	67,671.78	0.00	72,525.44	14.00	4,853.66	117,000.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				465.90			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.16 Design Pkg 13 - Main St. 10th-15th								
	Hourly Labor	100,000.00	24,424.45					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	100,000.00	24,424.45		25,129.71	0.00	705.26	100,000.00
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	100.00	14.50		14.50	14.50	0.00	100.00
	Total	100,100.00	24,438.95	0.00	25,144.21	14.50	705.26	100,100.00
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				156.90			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.16.16.1 Design Services for Const. Pkg 13							
Hourly Labor	63,097.00	14,559.55					
Fixed Fee Labor	0.00	0.00					
Total Labor	63,097.00	14,559.55		15,264.81	0.00	705.26	63,097.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	60.00	0.00		0.00	0.00	0.00	60.00
Total	63,157.00	14,559.55	0.00	15,264.81	0.00	705.26	63,157.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				85.40			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program								
WBS		Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.16.16.2 Pre-Design Investigations / Data Review								
	Hourly Labor	7,745.20	9,864.90					
	Fixed Fee Labor	0.00	0.00					
	Total Labor	7,745.20	9,864.90		9,864.90	0.00	0.00	7,745.20
	Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
	Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
	Reimbursable	40.00	14.50		14.50	14.50	0.00	40.00
	Total	7,785.20	9,879.40	0.00	9,879.40	14.50	0.00	7,785.20
	Non Reim./Write Off				0.00			
	Other Revenue		0.00					
	Late Charges		0.00					
	Retainage		0.00					
	Bad Debt		0.00					
	Unapplied Advances			0.00				
	Labor % Complete	0.00%						0.00%
	Hours				71.50			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.16.16.3 QA/QC Services							
Hourly Labor	1,668.80	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	1,668.80	0.00		0.00	0.00	0.00	1,668.80
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	1,668.80	0.00	0.00	0.00	0.00	0.00	1,668.80
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.16.16.4 Utility Coordination / Survey & Geotechnical							
Hourly Labor	1,198.20	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	1,198.20	0.00		0.00	0.00	0.00	1,198.20
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	1,198.20	0.00	0.00	0.00	0.00	0.00	1,198.20
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.16.16.5 Right-of-Way And Easement Acquisition Services							
Hourly Labor	0.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.16.16.6 Bidding Services							
Hourly Labor	1,936.80	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	1,936.80	0.00		0.00	0.00	0.00	1,936.80
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	1,936.80	0.00	0.00	0.00	0.00	0.00	1,936.80
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.16.16.7 Construction Management Services							
Hourly Labor	18,534.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	18,534.00	0.00		0.00	0.00	0.00	18,534.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	18,534.00	0.00	0.00	0.00	0.00	0.00	18,534.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.16.16.8 Additional Services - Design							
Hourly Labor	2,910.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	2,910.00	0.00		0.00	0.00	0.00	2,910.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	2,910.00	0.00	0.00	0.00	0.00	0.00	2,910.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Project PTD Figures

Project: OC23-I I Inflow / Infiltration Program							
WBS	Contract	Billed	Received	Effort	Cost	UnBilled	Budget
OC23-I I.16.16.9 Additional Services - Construction							
Hourly Labor	2,910.00	0.00					
Fixed Fee Labor	0.00	0.00					
Total Labor	2,910.00	0.00		0.00	0.00	0.00	2,910.00
Consultant (OCC)	0.00	0.00		0.00	0.00	0.00	0.00
Consultant (ICC)	0.00	0.00		0.00	0.00	0.00	0.00
Reimbursable	0.00	0.00		0.00	0.00	0.00	0.00
Total	2,910.00	0.00	0.00	0.00	0.00	0.00	2,910.00
Non Reim./Write Off				0.00			
Other Revenue		0.00					
Late Charges		0.00					
Retainage		0.00					
Bad Debt		0.00					
Unapplied Advances			0.00				
Labor % Complete	0.00%						0.00%
Hours				0.00			0.00

Appendix E

Five Year Plan

Appendix E Five Year Plan

Budget FY 25-26 TO FY 29-30

Project	2026				2027				2028				2029				2030			
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
Program Administration	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
Program Management	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
Flow Monitoring	$77,000				$77,000				$77,000				$77,000				$77,000			
Flow Modeling				$50,000				$50,000				$50,000				$50,000				
Smoke & Dye Testing			$50,000								$50,000								$50,000	
CCTV Investigations								$50,000								$50,000				
Condition Assessment	$50,000								$50,000								$50,000			
Design Package Development																				
Linn Basin 2		$2,916,000																		
Linn Basin 3				$6,000,000					WIFIA		PMUF									
Newell Basin 1	$370,000							$3,888,000												
Molalla Ave																				
McLoughlin Basin 1	$3,851,000				PMUF															
Main Street I&I		$330,000																		
McLoughlin Basin 2	$350,000				$3,586,000					PMUF										
Linn Basin 4					$388,000						$4,187,000									
Linn Basin 5									$250,000				$2,910,000							
Linn Basin 6											$416,000						$4,497,000			
2026 MH Project	$491,000																			
2027 MH Project			$42,000		$491,000															
2028 MH Project							$42,000		$491,000											
2029 MH Project											$42,000		$491,000							
2030 MH Project															$42,000		$491,000			
TOTALS BY QUARTER	$1,683,000	$3,183,800	$3,183,700	$2,038,700	$2,951,000	$2,723,000	$2,563,000	$2,232,000	$1,436,000	$1,361,000	$2,303,000	$1,427,000	$2,373,000	$2,348,000	$1,141,000	$299,000	$1,461,000	$1,386,000	$1,234,000	$1,184,000
TOTALS BY YEAR				**$10,089,200**				**$10,469,000**				**$6,527,000**				**$6,161,000**				**$5,265,000**

Project Coordination **On-going** **Design** **Construction**

Appendix E Five Year Plan

Schedule

Project	2026				2027				2028				2029				2030			
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
Program Administration																				
Flow Monitoring																				
Flow Modeling																				
Smoke & Dye Testing																				
CCTV Investigations																				
Condition Assessment																				
Design Package Development																				
Linn Basin 2																				
Linn Basin 3									WIFIA		PMUF									
Newell Basin 1																				
Molalla Ave																				
McLoughlin Basin 1									PMUF											
Main Street I&I																				
McLoughlin Basin 2											PMUF									
Linn Basin 4																				
Linn Basin 5																				
Linn Basin 6																				
2026 MH Project																				
2027 MH Project																				
2028 MH Project																				
2029 MH Project																				
2030 MH Project																				

PW CIP Project Timeline **On-going** **Design** **Construction**

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

CITY OF OREGON CITY

Staff Report

To:	City Commission	**Agenda Date:**	June 17, 2026
From:	Dayna Webb, Public Works Director		

SUBJECT:
Item 7.a. - Resolution No. 26-10, A Resolution Amending the Oregon City Sidewalk Replacement Assistance Program Policy

STAFF RECOMMENDATION:
Approve Resolution No. 26-10, adopting amendments to the Sidewalk Replacement Assistance Program Policy.

EXECUTIVE SUMMARY:
On April 16th 2025, the City Commission approved amendments to Oregon City Municipal Code Chapter 12.04 Streets, Sidewalks and Public Places through adoption of Ordinance No. 25-1004. The amendments included Section 12.04.033, "City may do work", which now allows property owners 180 days from first notice of code violation to complete sidewalk repairs prior to escalation of the code violation. This new timeline conflicts with the Oregon City Sidewalk Replacement Assistance Program Policy, which requires property owners to complete work within 150 days of permit issuance.

Resolution No. 26-10 will align the Sidewalk Replacement Assistance Program policy with the recent amendments to Oregon City Municipal Code Chapter 12.04 Streets, Sidewalks and Public Places, and will also allow grant program applicants to request a one-time 30-day extension 24 hours prior to permit expiration.

BACKGROUND:
The Sidewalk Replacement Assistance Program (Program) policy was first established as a pilot program on February 2, 2022, when the City Commission (Commission) adopted Resolution No. 22-02. Following the success of the program, on November 16, 2022, the Commission adopted Resolution No. 22-36, making the Program permanent.

As the program was implemented, several areas were identified where clarification would improve administering the Program. Therefore, on May 1, 2024, the Commission adopted Resolution No. 24-12, amending the Program to address these operational issues.

Most recently, on April 16, 2025, the Commission adopted Ordinance No. 25-1004, amending Oregon City Municipal Code Chapter 12.04 Streets, Sidewalks and Public Places. The amendments included in Section 12.04.033, "City may do work," which provides property owners 180 days from first notice of code violation to complete required sidewalk repairs before the City takes action as outlined in the chapter.

This 180-day timeline conflicts with the Oregon City Sidewalk Replacement Assistance Program policy, which requires property owners to complete work within 150 days of permit issuance. Under the current program, eligible property owners who do not complete repairs within 150 days receive a fifty-percent reduction in their awarded grant assistance.

Resolution No. 26-10 aligns the Sidewalk Grant Replacement Assistance Program policy with the recent amendments to Oregon City Municipal Code Section 12.04.033 by updating the program's timelines to match the 180-day repair window now provided in code. The resolution also addresses an administrative issue with the permanent program policy related to permit extension. Currently, applicants must request a one-time 30-day extension at least 14 days before permit expiration; however, staff frequently receive extension requests within 24 to 48 hours of permit expiration. The proposed amendments to the Program policy revise the permit extension request deadline to 24 hours before permit expiration, providing property owners greater flexibility to complete repairs when unforeseen circumstances arise while still maintaining a clear and enforceable timeline.

OPTIONS:

1. Approve Resolution No. 26-10, A Resolution Amending the Oregon City Sidewalk Replacement Assistance Program Policy.
2. Approve Resolution No. 26-10, A Resolution Amending the Oregon City Sidewalk Replacement Assistance Program Policy with Amendments.
3. Deny Resolution No. 26-10, A Resolution Amending the Oregon City Sidewalk Replacement Assistance Program Policy and provide further direction.

BUDGET IMPACT:

Amount $ N/A
Fiscal Year(s): N/A
Funding Source(s): N/A
Included in Approved Budget: N/A

RESOLUTION NO. 26-10

A RESOLUTION AMENDING THE OREGON CITY SIDEWALK REPLACEMENT ASSISTANCE PROGRAM POLICY

WHEREAS, on February 2, 2022, the Oregon City Commission (Commission) approved Resolution No. 22-02, adopting the Sidewalk Replacement Assistance Program (Program) as a pilot program; and

WHEREAS, on November 16, 2022, the Commission approved Resolution No. 22-36, establishing the Program as a permanent program; and

WHEREAS, on May 1, 2024, the Commission approved Resolution No. 24-12, amending the Program; and

WHEREAS, the Program policy, adopted in Resolution No. 24-12 requires sidewalk replacement work to be completed within 150 days of permit approval, otherwise the grant applicant receives a fifty-percent reduction in eligible grant funds; and

WHEREAS, on April 16, 2025, the Commission approved amendments to the Oregon City Municipal Code (OCMC) Chapter 12.04 *Streets, Sidewalks and Public Places* through adoption of Ordinance 25-1004; and

WHEREAS, amendments to OCMC Chapter 12.04 included revisions to Section 12.04.033, *City may do work*, allowing property owners 180 days from the first code violation notice to complete required sidewalk repairs prior to the City undertaking the work as authorized in Section 12.04.033; and

WHEREAS, the amended timeline requirements to Oregon City Municipal Code Chapter 12.04, Streets, Sidewalks and Public Places conflicts with the Oregon City Sidewalk Replacement Assistance Program policy, which requires property owners to complete work within 150 days of permit issuance; and

WHEREAS, the amendments of this resolution will align the Program policy with the current Oregon City Municipal Code Section 12.04.033 to match the 180-day repair window.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City hereby adopts amendments to the Program policy, shown in **Exhibit A** – Clean, and **Exhibit B** – Redline, attached to this Resolution and incorporated herein by reference.

Section 2. This resolution shall take effect immediately upon its adoption by the Commission.

Approved and adopted at a regular meeting of the City Commission held on the 17th day of June, 2026.

_____
Denyse C. McGriff, Mayor

Attested to this 17th day of June, 2026:

_____
Jakob S. Wiley, City Recorder

Approved as to legal sufficiency:

_____
City Attorney

EXHIBIT A

Oregon City Sidewalk Replacement Assistance Program Policy

Updated 11/16/2022
Revised 5/1/2024
Revised 6/17/2026

OVERVIEW

The goal of the Oregon City Sidewalk Replacement Assistance Program is to address sidewalk panels that have been lifted by street trees, to prevent the associated sidewalk trip hazards in a timely manner, and to assist property owners with the related replacement costs.

The original pilot program was approved February 2, 2022. This permanent program replaced the pilot program and was adopted on November 16, 2022. This update replaces the current program.

Emphasis on Pedestrian Travel

The City's Transportation System Plan (TSP) provides a long-term guide for City Transportation investments. With the growing need to address vehicle congestion, the city has been imposing standards and requirements that placed construction of sidewalks and pedestrian ways on all new development since the 1970's. In 2013, the TSP provided solutions for dealing with congestion by taking a multimodal network approach to enable more cost-effective solutions to increase transportation capacity and encourage multiple travel options. Oregon City Streets include 158 miles of sidewalks and over 2,600 curb ramps. Safe and accessible pedestrian ways is a major part of the City's overall transportation vision. Supporting property owner needs in maintaining the existing infrastructure is a critical element to maintain safe pedestrian access.

Program Summarizing Facts

Program Annual Budget: This Sidewalk Replacement Assistance Program was a new program developed as a pilot during the (2021-2023) biennial budget. This pilot was administered between February 2, 2022 and November 16, 2022. The budget allotted was $200,000 for the period February 2, 2022 to February 1, 2023. The program was made permanent on November 16, 2022.

The permanent program alloted $200,000 per fiscal year starting July 1, 2023 (FY24) until such time the need increases or decreases as assessed during each adopted 2-year budget at the discretion of the Public Works Director if the budget is found to be excessive or not sufficient. Funds cannot be decreased unless it is found that the amount of requests no longer sustains the need for the budget.

The capital outlay for Transportation over the two-year biennium (2021-2023) was nearly 9 million. Based on existing data and future projections, the pilot program was anticipated to expend the entire $200,000 budget within the 12-month pilot period. This program has been absorbed within the Transportation Fund budget. The program expended $225,438.25 from the beginning of the program on February 2022 through June 30,2023.

During the assessment of the program in October 2022, it was recommended by the Public Works Director to continue to the program and make it permanent due to its need throughout the community and its success as a program. Additional funds were requested from the Transportation Fund to complete the Fiscal Year (February 2, 2023-June 30, 2023) and this permanent program now allots $200,000 per fiscal year as previously described.

The program has expended $79,139.09 from July 1, 2023 to April 1, 2024 showing interest in the program has decreased; however, at this time, the recommendation remains to budget $200,000 per year due to the anticipated needs throughout the City for the foreseeable future.

An update to this program was made on May 1, 2024 to provide clarifications to program details as learned through the initial 2 years of the program.

An update to this program was made on June 17, 2026 to align work completion timelines within the program policy with recent amendments to timelines in Oregon Municipal Code (OCMC) Chapter 12.04 Streets, Sidewalks and Public Places.

BACKGROUND

Industry Practice and Responsibility for Sidewalks

According to the U.S. Department of Transportation Federal Highway Administration (FHWA), city charters commonly specify that the city is not liable for any accidents or injuries incurred due to sidewalk conditions. Most Oregon charters assign complete responsibility for sidewalk maintenance to the owner of the adjacent property.

Pursuant to the Oregon City Municipal Code 12.04.030-12.04.040, the City assigns sidewalk responsibility to abutting property owners. This assistance test program is in no way intended to relieve property owners of their responsibilities, but rather it is intended to assist property owners with the cost of replacing damaged sidewalks.

Compliance History

Oregon City has a long history of working with property owners to uphold the sidewalk code. In the past, enforcement of trip hazards in Oregon City has been a complaint-driven process. Many property owners take the initiative to repair sidewalks before a complaint is submitted, while others wait until the sidewalk damage is reported by others.

Individual sidewalk enforcement and repair efforts have varied depending on the property owner and the disposition of the area. Often sidewalk complaints are limited to one address. In other cases, an areawide problem is reported. Regardless of the complaint, the sidewalk problem is verified, and the fronting property owner is notified of the City's code and requirements for replacement.

Trees and Tree Impacts on Sidewalks

Oregon City recognizes that the maintenance and repair of sidewalks within the city is necessary to protect the health, safety, and welfare of residents and visitors. This program has been developed in recognition of the inherent conflict between tree roots and sidewalks, and the accompanying financial burden these public policies place upon homeowners.

Street Tree Removal and Replacement Permits are **free**. The City requires them in order to ensure that street trees are replaced if removed from the public right-of-way. Permits are also the City's way of tracking the overall change in tree canopy city-wide, which is an important component of being a designated member of Tree City USA. For permit information visit https://www.orcity.org/1141/Remove-Replace-a-Street-Tree. Contact the Planning Division at ocplanning@orcity.org or (503) 722-3789 for further information about street tree removal.

ELIGIBILITY

1. Applications for the Sidewalk Replacement Assistance Program will only be accepted for properties with fronting sidewalks located within the public right-of-way for which the City has jurisdiction where the street tree(s) has lifted or is negatively impacting the sidewalk grade.
   ***Note: street trees considered in the eligibility determination include street trees in tree wells or the planter strip between the curb and the sidewalk.** Sidewalks damaged by trees that are located beyond the back of sidewalk would not be eligible for the Sidewalk Replacement Assistance Program.
2. Applications will only be accepted for sidewalk replacements (removal of existing sidewalk and pouring of new sidewalk) and street tree removals (which includes stump removal) along public City streets.
3. Applicants may only apply for one grant (may include multiple sidewalk replacement "sites") for one property in a calendar year.
4. Applications will only be accepted for sidewalk panel replacements once. Sidewalk panel replacements completed under this program will be tracked by property and specific location and will not qualify for grant funding more than once.

5. Eligibility for reimbursement is contingent upon funds available within the $200,000 annual spending limit authorized unless additional funding is approved by the City Commission or if the budget is reduced over time due to a lack of use as determined by the Public Works Director through the biennial budget process.
6. Except for work accomplished under a permit received before enactment of the program, permit applications for construction must be received and approved by the city before the sidewalk work begins and prior to application of the Sidewalk Replacement Assistance Program.
7. Grant funds are only eligible for the applicant who owned the home or applied for the grant at the time of the replacements and can provide a copy of the sidewalk replacement permit (aka right-of-way permit), documentation for payment of work including a copy of the receipt for payment, and proof the permitted work was completed under their ownership. If a tree was removed, a tree removal and replacement permit is also required. Evidence of a previous permit or application of a new permit is acceptable.
8. Applications for sidewalk replacement cost and tree removal reimbursements that are retroactive to the enactment of this Program will be considered for sidewalk replacements and tree removals that were permitted by the City and determined in compliance with sidewalk standards.
9. Applicants must sign the application form including a statement that they are able to pay for the work out of pocket as the Sidewalk Replacement Assistance Program is an assistance program created as a cost reimbursement to the applicant.
   *Negatively affecting sidewalk grade shall be defined as a tripping hazard of minimum ¼" (changes of level between sidewalk panels of ¼" or more) or the heaving of a sidewalk with a running slope of more than 5.0% running slope and cross slope exceeding 2.0% as designated by the Americans with Disabilities Act (ADA) as determined by the Standards for Accessible Design.

   Work completed under the Sidewalk Replacement Assistance Program must be completed within 180 days of permit application approval. If this deadline is not able to be met, applicant may apply for a one-time 30-day extension. Applicant must contact the city at least 24 hours prior to the work deadline if an extension is necessary. Time extensions beyond 210 days may be approved on a limited basis by the Public Works Director, or their designee, conditioned upon monthly update communication undertaken by the applicant with the permitting staff and will result in a reduced grant of up to 50% of the panel rate for all work required

PROCEDURES

Use of Funds

1. Grant funds must be used for the replacement of existing sidewalk sections **that have been damaged by the growth of street tree roots or street tree trunk**.

2. Grant funds can be applied to costs associated with the removal of the street tree and street tree roots, including stump removal.
3. Grant funds are only eligible for sidewalk removal and replacement displaced or damaged by the growth of the street tree; adjacent sidewalk replacement not displaced or damaged by the street tree will not be considered a reimbursable expense.
4. Grant funds can be applied to costs associated with the street tree damaged sidewalk such as creation of safe work zones, creation of temporary pedestrian routes, traffic control, demolition, disposal, root removal, subgrade preparation, forming, pouring, and finishing sidewalk, protection from adverse weather and security of the finished sidewalk.
5. Grant funds can be used for applicant costs incurred for sidewalk replacement work associated with permitted sidewalk replacements that have been deemed complete and compliant with City standards.

Eligibility for a Grant

1. Applicants are responsible for obtaining and complying with the conditions of the City's Sidewalk/ROW permit for jobs that require sidewalk replacement.
2. Applicant must show tree roots caused or likely caused the out of compliance condition of the sidewalk. While tree removal is not required, if a tree is removed, a tree removal and replacement permit application shall be sought.
3. To be eligible, applicants must first submit a complete and signed right-of-way permit application.
4. Applications submitted by applicants not self-performing the sidewalk replacement work must include at least two price quotes from a qualified contractor to complete the work; self-performed work should include an equipment and materials cost estimate.
5. Competitive bids help applicants choose the most rational way to proceed, helps the city ascertain industry cost trends for the program for future budgeting needs, and ensures the City extends the funds in a cost efficient manner reimbursing the lowest of bids no matter the chosen contractor; two competitive bids are required.
6. Work not self-performed must include verification that the work is performed by an Oregon licensed contractor who is also maintaining a current Oregon City or Metro business license.
7. The maximum grant reimbursement will be in accordance with the funding assistance section listed below.
8. For jobs where sidewalk replacement is not the preferred treatment, such as grinding or sidewalk lift, no grant reimbursement will be provided.

9. All grant awards and reimbursements will be made on a first-come, first-served basis, subject to the availability of funds as allocated and approved by the City Commission. Once the program budgeted amount has been expended, no further applications will be approved without further spending authority provided by the City Commission.

Notes:

1. The lack of sufficient funds to cover the number of applications received by the City in any given year will not excuse the homeowner from the responsibility of maintaining the adjoining sidewalk in a safe condition nor create any liability to the City for any unsafe sidewalks.
2. The lack of sufficient funds in the program or material and contractor availability does not excuse the homeowner from the responsibility of following any code enforcement requests. The City will work with applicants to the degree reasonable to guide the applicant through the code enforcement process.
3. Permitting costs and installation of any new street trees are not eligible for reimbursement.
4. Existing street trees are not required to be removed when removing and replacing sidewalk. The property owner has the option to risk the impact of the existing street tree to the new sidewalk and lifespan of the existing street tree understanding that the reimbursement program is a one time allowance.

FUNDING ASSISTANCE

Grant Rates

Annual Sidewalk Replacement Assistance Program Grant Award **unit rate**:

Up to a maximum of $1,500 per each "site". A site is comprised of the street tree damaging the sidewalk and the associated damaged sidewalk area.

Example grant scenarios:

1) One property owner who has one tree which damages five sidewalk panels. This would constitute one site and the property owner would qualify for one grant award for the cost of the tree/root removal and sidewalk replacement work up to $1,500.
2) One property owner who has one tree which damages 1 sidewalk panel. This would constitute one site and would qualify for one grant award for the cost of the tree/root removal and sidewalk replacement work up to $1,500.
3) One property owner has three trees damaging sidewalk. One tree damages one sidewalk panel, another tree damages two sidewalk panels, and the third tree damages five sidewalk panels. This scenario constitutes three sites, and the property owner would qualify for the cost reimbursement of the tree/root removal and sidewalk replacement work of up to $1,500 each site for a total maximum grant amount of $4,500.
4) One property owner has one tree damaging one sidewalk panel on their property and two sidewalk panels on their neighbor's property. This scenario constitutes one site for each property owner, and one property owner would qualify for the cost reimbursement of the tree/root removal and sidewalk replacement work of up to $1,500 each site for a total maximum grant amount of $1,500 and the other property owner would qualify for the cost sidewalk replacement work of up to $1,500 each site for a total maximum grant amount of $1,500.
5) A tree is located on the property line in the right-of-way exactly between two properties. One property owner has two sidewalk panels on their property and the othe property owner has two sidewalk panels on their property. This scenario constitutes one site for each property owner, and one property owner would qualify for the cost reimbursement of the tree/root removal and sidewalk replacement work of up to $1,500 each site for a total maximum grant amount of $1,500 and the other property owner would qualify for the cost sidewalk replacement work of up to $1,500 each site for a total maximum grant amount of $1,500. Only one property owner can qualify for the

tree removal itself if it is removed. Property owners may choose to work together whereby the tree removal could be split 50/50 as part of the reimbursable cost.

Note: Grant award will be based on documentation provided by the applicant which includes the quotes (estimates if self-performed) and final receipt for services performed (equipment and materials if self-performed). Final grant amount will be the actual cost of the work as documented in receipt up to a maximum grant listed above unless the applicant chooses the higher bid. In the event the applicant chooses the higher bid, the maximum grant amount will be based on the low bid.

Example 1:	1 site, Bid 1: $1,600, Bid 2 : $1,800
Allowed Reimbursement:	Up to $1,500
Maximum Reimbursement:	$1,500

Example 2:	2 sites, Bid 1 : $2,500, Bid 2 : $3,200
Allowed Reimbursement:	Up to $3,000
Maximum Reimbursement:	$2,500

Exclusions

Items not reimbursable under the City of Oregon City Sidewalk Replacement Assistance Program include the following:

1. Reimbursable funds may only be used for the removal of the street tree and associated roots and replacement of existing sidewalk panels that have been damaged by the roots of street trees and are considered out of compliance with tripping hazards or slopes as defined by the Standards for Accessible Design. Funds are not allowed for street tree replacement installations or sidewalk which is not hazard as defined by ADA.
2. Work performed without prior City authorization as described under Procedures.
3. Work not completed in compliance with the City's standard requirements for construction.
4. Short-term repair work including, but not limited to, sidewalk grinding or sidewalk lifting.
5. Extended root removal or property damages onto private property.
6. Adjacent concrete repair beyond the original sidewalk width.
7. Adjacent concrete panels beyond the tree-lifted panels.
8. Landscape restoration, repairs, or extra cosmetics (shrubs, rocks).
9. New tree installation*
10. Broken, damaged, or new sprinkler or irrigation systems or other utility appurtenances.

*Abutting property owners are responsible for replanting trees that are removed. Property owners may be able to obtain a high-quality replacement street tree at a discount through the City's partnership with Friends of Trees. Contact Friends of Trees to sign up: https://friendsoftrees.org/get-a-tree/.

Procedures

Sidewalk work complete and eligible for look back reimbursement:

Step 1 Submit the Sidewalk Grant Program Application with completed IRS W-9 Form

Step 2 Submit copies of the right of way permit, tree permit (if applicable), final receipt for services performed, documentation that the final payment was made by the current applicant.

Step 3 City confirms prior permit(s) obtained, confirm sidewalk work resulting from tree root damage, and confirm permit closed as complete.

Step 4 City to confirm applicant was in ownership at time of permitted work.

Step 5 Upon verification that Steps 2, 3, and 4 are confirmed the application will be deemed approved and routed to Finance for issuance of a reimbursement payment.

Step 6 Grant check will be prepared within **10 business days** and mailed to applicant.

Sidewalk Work required and yet to be completed:

Step 1 Applicant (might be citizen/property owner, might be contractor) applies for a sidewalk permit

Step 2 Permit Staff reviews reason sidewalk is being replaced

a. If sidewalk is being replaced for a non-tree reason, no further process exists, and sidewalk reimbursement program does not apply

b. If sidewalk is being replaced for a tree reason, move on to Step 3

Step 3 Permit Staff informs the applicant of a sidewalk reimbursement program and provides them with a paper application (form)

a. If the applicant is a contractor, permit staff ask contractor to provide this form to their citizen/property owner with a business card to contact them with questions

b. If the applicant is a citizen/property owner, permit staff provides the form

Step 4 Before proceeding, the property owner reviews the Oregon City Sidewalk Replacement Assistance Program webpage for program understanding.

Step 5 Before the work begins, property-owner submits:

i. A Right of Way Permit application and fee. Permit applications may be submitted by a contractor on behalf of the property owner.

Application may be emailed to OCpublicworks@orcity.org ,mail to Oregon City Permitting at 13895 Fir Street, Oregon City Oregon 97045, or submit in person at 13895 Fir Street – 2nd floor.

* Assistance Program application form along with support documentation can submitted with the sidewalk permit (Step 5)or when the work has been completed(Step 8).

Step 6 Upon verification that the sidewalk has been damaged by the roots of protected trees, the Sidewalk Replacement Reimbursement Application may be submitted. The applicant will be notified that the work is eligible to receive funds and that their work permit is ready for applicant signature.

Step 7 Work begins. With approved permit in hand, the work must then be completed within 120 days. If the work is unable to be completed within the 120 days due to unforeseen circumstances, the applicant may request a one-time 30-day extension. Applicant must contact the city for an extension prior to permit expiration. Time extensions beyond 150 days may be approved on a limited basis by the Public Works Director or their designee conditioned upon monthly update communication undertaken by the applicant with the permitting staff and will result in a reduced grant of up to 50% of the panel rate for all work required.

Step 8 Work is completed. Property owner pays contractor and then submits proof of payment and a reimbursement request with project documentation which at a minimum must include a final invoice from the contractor with a signature indicating the work was paid in full.

Step 9 Upon verification that all prior steps are confirmed the application will be deemed approved and routed to Finance for issuance of a reimbursement payment.

Step 10 Grant check will be prepared within **5 business days** and mailed to applicant.

Document Checklist

___ Sidewalk Reimbursement Program Grant Application
____ W-9 Form
___ Approved Right-of-Way permit
___ Approved Tree Removal permit (if required)
___ Evidence of Two Bids (or effort to get two bids) Evidence of Invoices, proof of payment, or project receipts for any work completed by the property owner.
___ Proof of Property Ownership (tax bill, utility bill, or other proof)

EXHIBIT B-REDLINE
RESOLUTION NO. 26-010

EXHIBIT A

Oregon City Sidewalk Replacement Assistance Program Policy

Updated 11/16/2022
Revised 5/1/2024
Revised 6/17/2026

OVERVIEW

The goal of the Oregon City Sidewalk Replacement Assistance Program is to address sidewalk panels that have been lifted by street trees, to prevent the associated sidewalk trip hazards in a timely manner, and to assist property owners with the related replacement costs.

The original pilot program was approved February 2, 2022. This permanent program replaced the pilot program and was adopted on November 16, 2022. This update replaces the current program.

Emphasis on Pedestrian Travel

The City's Transportation System Plan (TSP) provides a long-term guide for City Transportation investments. With the growing need to address vehicle congestion, the city has been imposing standards and requirements that placed construction of sidewalks and pedestrian ways on all new development since the 1970's. In 2013, the TSP provided solutions for dealing with congestion by taking a multimodal network approach to enable more cost-effective solutions to increase transportation capacity and encourage multiple travel options. Oregon City Streets include 158 miles of sidewalks and over 2,600 curb ramps. Safe and accessible pedestrian ways is a major part of the City's overall transportation vision. Supporting property owner needs in maintaining the existing infrastructure is a critical element to maintain safe pedestrian access.

Program Summarizing Facts

Program Annual Budget: This Sidewalk Replacement Assistance Program was a new program developed as a pilot during the (2021-2023) biennial budget. This pilot was administered between February 2, 2022 and November 16, 2022. The budget allotted was $200,000 for the period February 2, 2022 to February 1, 2023. The program was made permanent on November 16, 2022.

The permanent program alloted $200,000 per fiscal year starting July 1, 2023 (FY24) until such time the need increases or decreases as assessed during each adopted 2-year budget at the discretion of the Public Works Director if the budget is found to be excessive or not sufficient. Funds cannot be decreased unless it is found that the amount of requests no longer sustains the need for the budget.

The capital outlay for Transportation over the two-year biennium (2021-2023) was nearly 9 million. Based on existing data and future projections, the pilot program was anticipated to expend the entire $200,000 budget within the 12-month pilot period. This program has been absorbed within the Transportation Fund budget. The program expended $225,438.25 from the beginning of the program on February 2022 through June 30,2023.

During the assessment of the program in October 2022, it was recommended by the Public Works Director to continue to the program and make it permanent due to its need throughout the community and its success as a program. Additional funds were requested from the Transportation Fund to complete the Fiscal Year (February 2, 2023-June 30, 2023) and this permanent program now allots $200,000 per fiscal year as previously described.

The program has expended $79,139.09 from July 1, 2023 to April 1, 2024 showing interest in the program has decreased; however, at this time, the recommendation remains to budget $200,000 per year due to the anticipated needs throughout the City for the foreseeable future.

An update to this program was made on May 1, 2024 to provide clarifications to program details as learned through the initial 2 years of the program.

An update to this program was made on June 17, 2026 to align work completion timelines within the program policy with recent amendments to timelines in Oregon Municipal Code (OCMC) Chapter 12.04 Streets, Sidewalks and Public Places.

BACKGROUND

Industry Practice and Responsibility for Sidewalks

According to the U.S. Department of Transportation Federal Highway Administration (FHWA), city charters commonly specify that the city is not liable for any accidents or injuries incurred due to sidewalk conditions. Most Oregon charters assign complete responsibility for sidewalk maintenance to the owner of the adjacent property.

Pursuant to the Oregon City Municipal Code 12.04.030-12.04.040, the City assigns sidewalk responsibility to abutting property owners. This assistance test program is in no way intended to relieve property owners of their responsibilities, but rather it is intended to assist property owners with the cost of replacing damaged sidewalks.

Compliance History

Oregon City has a long history of working with property owners to uphold the sidewalk code. In the past, enforcement of trip hazards in Oregon City has been a complaint-driven process.

Many property owners take the initiative to repair sidewalks before a complaint is submitted, while others wait until the sidewalk damage is reported by others.

Individual sidewalk enforcement and repair efforts have varied depending on the property owner and the disposition of the area. Often sidewalk complaints are limited to one address. In other cases, an areawide problem is reported. Regardless of the complaint, the sidewalk problem is verified, and the fronting property owner is notified of the City's code and requirements for replacement.

Trees and Tree Impacts on Sidewalks

Oregon City recognizes that the maintenance and repair of sidewalks within the city is necessary to protect the health, safety, and welfare of residents and visitors. This program has been developed in recognition of the inherent conflict between tree roots and sidewalks, and the accompanying financial burden these public policies place upon homeowners.

Street Tree Removal and Replacement Permits are **free**. The City requires them in order to ensure that street trees are replaced if removed from the public right-of-way. Permits are also the City's way of tracking the overall change in tree canopy city-wide, which is an important component of being a designated member of Tree City USA. For permit information visit https://www.orcity.org/1141/Remove-Replace-a-Street-Tree. Contact the Planning Division at ocplanning@orcity.org or (503) 722-3789 for further information about street tree removal.

ELIGIBILITY

1. Applications for the Sidewalk Replacement Assistance Program will only be accepted for properties with fronting sidewalks located within the public right-of-way for which the City has jurisdiction where the street tree(s) has lifted or is negatively impacting the sidewalk grade.
   ***Note: street trees considered in the eligibility determination include street trees in tree wells or the planter strip between the curb and the sidewalk.** Sidewalks damaged by trees that are located beyond the back of sidewalk would not be eligible for the Sidewalk Replacement Assistance Program.
2. Applications will only be accepted for sidewalk replacements (removal of existing sidewalk and pouring of new sidewalk) and street tree removals (which includes stump removal) along public City streets.
3. Applicants may only apply for one grant (may include multiple sidewalk replacement "sites") for one property in a calendar year.
4. Applications will only be accepted for sidewalk panel replacements once. Sidewalk panel replacements completed under this program will be tracked by property and specific location and will not qualify for grant funding more than once.
5. Eligibility for reimbursement is contingent upon funds available within the $200,000

annual spending limit authorized unless additional funding is approved by the City Commission or if the budget is reduced over time due to a lack of use as determined by the Public Works Director through the biennial budget process.

6. Except for work accomplished under a permit received before enactment of the program, permit applications for construction must be received and approved by the city before the sidewalk work begins and prior to application of the Sidewalk Replacement Assistance Program.
7. Grant funds are only eligible for the applicant who owned the home or applied for the grant at the time of the replacements and can provide a copy of the sidewalk replacement permit (aka right-of-way permit), documentation for payment of work including a copy of the receipt for payment, and proof the permitted work was completed under their ownership. If a tree was removed, a tree removal and replacement permit is also required. Evidence of a previous permit or application of a new permit is acceptable.
8. Applications for sidewalk replacement cost and tree removal reimbursements that are retroactive to the enactment of this Program will be considered for sidewalk replacements and tree removals that were permitted by the City and determined in compliance with sidewalk standards.
9. Applicants must sign the application form including a statement that they are able to pay for the work out of pocket as the Sidewalk Replacement Assistance Program is an assistance program created as a cost reimbursement to the applicant.
   *Negatively affecting sidewalk grade shall be defined as a tripping hazard of minimum ¼" (changes of level between sidewalk panels of ¼" or more) or the heaving of a sidewalk with a running slope of more than 5.0% running slope and cross slope exceeding 2.0% as designated by the Americans with Disabilities Act (ADA) as determined by the Standards for Accessible Design.

   Work completed under the Sidewalk Replacement Assistance Program must be completed within ~~120~~ 180 days of permit application approval. If this deadline is not able to be met, applicant may apply for a one-time 30-day extension. Applicant must contact the city at least ~~14 days~~ 24 hours prior to the work deadline if an extension is necessary. Time extensions beyond ~~150~~ 210 days may be approved on a limited basis by the Public Works Director, or their designee, conditioned upon monthly update communication undertaken by the applicant with the permitting staff and will result in a reduced grant of up to 50% of the panel rate for all work required

PROCEDURES

Use of Funds

1. Grant funds must be used for the replacement of existing sidewalk sections **that have been damaged by the growth of street tree roots or street tree trunk**.
2. Grant funds can be applied to costs associated with the removal of the street tree

and street tree roots, including stump removal.

3. Grant funds are only eligible for sidewalk removal and replacement displaced or damaged by the growth of the street tree; adjacent sidewalk replacement not displaced or damaged by the street tree will not be considered a reimbursable expense.
4. Grant funds can be applied to costs associated with the street tree damaged sidewalk such as creation of safe work zones, creation of temporary pedestrian routes, traffic control, demolition, disposal, root removal, subgrade preparation, forming, pouring, and finishing sidewalk, protection from adverse weather and security of the finished sidewalk.

5. Grant funds can be used for applicant costs incurred for sidewalk replacement work associated with permitted sidewalk replacements that have been deemed complete and compliant with City standards.

Eligibility for a Grant

1. Applicants are responsible for obtaining and complying with the conditions of the City's Sidewalk/ROW permit for jobs that require sidewalk replacement.
2. Applicant must show tree roots caused or likely caused the out of compliance condition of the sidewalk. While tree removal is not required, if a tree is removed, a tree removal and replacement permit application shall be sought.
3. To be eligible, applicants must first submit a complete and signed right-of-way permit application.
4. Applications submitted by applicants not self-performing the sidewalk replacement work must include at least two price quotes from a qualified contractor to complete the work; self-performed work should include an equipment and materials cost estimate.
5. Competitive bids help applicants choose the most rational way to proceed, helps the city ascertain industry cost trends for the program for future budgeting needs, and ensures the City extends the funds in a cost efficient manner reimbursing the lowest of bids no matter the chosen contractor; two competitive bids are required.
6. Work not self-performed must include verification that the work is performed by an Oregon licensed contractor who is also maintaining a current Oregon City or Metro business license.
7. The maximum grant reimbursement will be in accordance with the funding assistance section listed below.
8. For jobs where sidewalk replacement is not the preferred treatment, such as grinding or sidewalk lift, no grant reimbursement will be provided.
9. All grant awards and reimbursements will be made on a first-come, first-served basis, subject to the availability of funds as allocated and approved by the City

Commission. Once the program budgeted amount has been expended, no further applications will be approved without further spending authority provided by the City Commission.

Notes:

1. The lack of sufficient funds to cover the number of applications received by the City in any given year will not excuse the homeowner from the responsibility of maintaining the adjoining sidewalk in a safe condition nor create any liability to the City for any unsafe sidewalks.
2. The lack of sufficient funds in the program or material and contractor availability does not excuse the homeowner from the responsibility of following any code enforcement requests. The City will work with applicants to the degree reasonable to guide the applicant through the code enforcement process.
3. Permitting costs and installation of any new street trees are not eligible for reimbursement.
4. Existing street trees are not required to be removed when removing and replacing sidewalk. The property owner has the option to risk the impact of the existing street tree to the new sidewalk and lifespan of the existing street tree understanding that the reimbursement program is a one time allowance.

FUNDING ASSISTANCE

Grant Rates

Annual Sidewalk Replacement Assistance Program Grant Award **unit rate**:

Up to a maximum of $1,500 per each "site". A site is comprised of the street tree damaging the sidewalk and the associated damaged sidewalk area.

Example grant scenarios:

1) One property owner who has one tree which damages five sidewalk panels. This would constitute one site and the property owner would qualify for one grant award for the cost of the tree/root removal and sidewalk replacement work up to $1,500.
2) One property owner who has one tree which damages 1 sidewalk panel. This would constitute one site and would qualify for one grant award for the cost of the tree/root removal and sidewalk replacement work up to $1,500.
3) One property owner has three trees damaging sidewalk. One tree damages one sidewalk panel, another tree damages two sidewalk panels, and the third tree damages five sidewalk panels. This scenario constitutes three sites, and the property owner would qualify for the cost reimbursement of the tree/root removal and sidewalk replacement work of up to $1,500 each site for a total maximum grant amount of $4,500.
4) One property owner has one tree damaging one sidewalk panel on their property and two sidewalk panels on their neighbor's property. This scenario constitutes one site for each property owner, and one property owner would qualify for the cost reimbursement of the tree/root removal and sidewalk replacement work of up to $1,500 each site for a total maximum grant amount of $1,500 and the other property owner would qualify for the cost sidewalk replacement work of up to $1,500 each site for a total maximum grant amount of $1,500.
5) A tree is located on the property line in the right-of-way exactly between two properties. One property owner has two sidewalk panels on their property and the othe property owner has two sidewalk panels on their property. This scenario constitutes one site for each property owner, and one property owner would qualify for the cost reimbursement of the tree/root removal and sidewalk replacement work of up to $1,500 each site for a total maximum grant amount of $1,500 and the other property owner would qualify for the cost sidewalk replacement work of up to $1,500 each site for a total maximum grant amount of $1,500. Only one property owner can qualify for the

tree removal itself if it is removed. Property owners may choose to work together whereby the tree removal could be split 50/50 as part of the reimbursable cost.

Note: Grant award will be based on documentation provided by the applicant which includes the quotes (estimates if self-performed) and final receipt for services performed (equipment and materials if self-performed). Final grant amount will be the actual cost of the work as documented in receipt up to a maximum grant listed above unless the applicant chooses the higher bid. In the event the applicant chooses the higher bid, the maximum grant amount will be based on the low bid.

Example 1:	1 site, Bid 1: $1,600, Bid 2 : $1,800
Allowed Reimbursement:	Up to $1,500
Maximum Reimbursement:	$1,500

Example 2:	2 sites, Bid 1 : $2,500, Bid 2 : $3,200
Allowed Reimbursement:	Up to $3,000
Maximum Reimbursement:	$2,500

Exclusions

Items not reimbursable under the City of Oregon City Sidewalk Replacement Assistance Program include the following:

1. Reimbursable funds may only be used for the removal of the street tree and associated roots and replacement of existing sidewalk panels that have been damaged by the roots of street trees and are considered out of compliance with tripping hazards or slopes as defined by the Standards for Accessible Design. Funds are not allowed for street tree replacement installations or sidewalk which is not hazard as defined by ADA.
2. Work performed without prior City authorization as described under Procedures.
3. Work not completed in compliance with the City's standard requirements for construction.
4. Short-term repair work including, but not limited to, sidewalk grinding or sidewalk lifting.
5. Extended root removal or property damages onto private property.
6. Adjacent concrete repair beyond the original sidewalk width.
7. Adjacent concrete panels beyond the tree-lifted panels.
8. Landscape restoration, repairs, or extra cosmetics (shrubs, rocks).
9. New tree installation*
10. Broken, damaged, or new sprinkler or irrigation systems or other utility appurtenances.

*Abutting property owners are responsible for replanting trees that are removed. Property

owners may be able to obtain a high-quality replacement street tree at a discount through the City's partnership with Friends of Trees. Contact Friends of Trees to sign up: https://friendsoftrees.org/get-a-tree/.

Procedures

Sidewalk work complete and eligible for look back reimbursement:

Step 1 Submit the Sidewalk Grant Program Application with completed IRS W-9 Form

Step 2 Submit copies of the right of way permit, tree permit (if applicable), final receipt for services performed, documentation that the final payment was made by the current applicant.

Step 3 City confirms prior permit(s) obtained, confirm sidewalk work resulting from tree root damage, and confirm permit closed as complete.

Step 4 City to confirm applicant was in ownership at time of permitted work.

Step 5 Upon verification that Steps 2, 3, and 4 are confirmed the application will be deemed approved and routed to Finance for issuance of a reimbursement payment.

Step 6 Grant check will be prepared within **10 business days** and mailed to applicant.

Sidewalk Work required and yet to be completed:

Step 1 Applicant (might be citizen/property owner, might be contractor) applies for a sidewalk permit

Step 2 Permit Staff reviews reason sidewalk is being replaced

a. If sidewalk is being replaced for a non-tree reason, no further process exists, and sidewalk reimbursement program does not apply

b. If sidewalk is being replaced for a tree reason, move on to Step 3

Step 3 Permit Staff informs the applicant of a sidewalk reimbursement program and provides them with a paper application (form)

a. If the applicant is a contractor, permit staff ask contractor to provide this form to their citizen/property owner with a business card to contact them with questions

b. If the applicant is a citizen/property owner, permit staff provides the form

Step 4 Before proceeding, the property owner reviews the Oregon City Sidewalk Replacement Assistance Program webpage for program understanding.

Step 5 Before the work begins, property-owner submits:

i. A Right of Way Permit application and fee. Permit applications may be submitted by a contractor on behalf of the property owner.

Application may be emailed to OCpublicworks@orcity.org ,mail to Oregon City Permitting at 13895 Fir Street, Oregon City Oregon 97045, or submit in

person at 13895 Fir Street – 2nd floor.

* Assistance Program application form along with support documentation can submitted with the sidewalk permit (Step 5)or when the work has been completed(Step 8).

Step 6 Upon verification that the sidewalk has been damaged by the roots of protected trees, the Sidewalk Replacement Reimbursement Application may be submitted. The applicant will be notified that the work is eligible to receive funds and that their work permit is ready for applicant signature.

Step 7 Work begins. With approved permit in hand, the work must then be completed within 120 days. If the work is unable to be completed within the 120 days due to unforeseen circumstances, the applicant may request a one-time 30-day extension. Applicant must contact the city for an extension prior to permit expiration. Time extensions beyond 150 days may be approved on a limited basis by the Public Works Director or their designee conditioned upon monthly update communication undertaken by the applicant with the permitting staff and will result in a reduced grant of up to 50% of the panel rate for all work required.

Step 8 Work is completed. Property owner pays contractor and then submits proof of payment and a reimbursement request with project documentation which at a minimum must include a final invoice from the contractor with a signature indicating the work was paid in full.

Step 9 Upon verification that all prior steps are confirmed the application will be deemed approved and routed to Finance for issuance of a reimbursement payment.

Step 10 Grant check will be prepared within **5 business days** and mailed to applicant.

Document Checklist

___ ~~Right-of-Way Permit Application incl.:~~ ___ ~~Site Plan~~ ___ ~~Ex. Sidewalk Photos~~
___ ~~Application (if required) incl.:~~ ___ ~~Site Plan~~ ___ ~~Ex. Tree Photos~~
___ Sidewalk Reimbursement Program Grant Application ~~incl.~~ ___ ~~W-9 Form~~
W-9 Form
___ Approved Right-of-Way permit ~~incl.~~ ___ ~~Licensed Contractor (CCB, and Metro/City)~~
___ Approved Tree Removal permit (if required)
___ Evidence of Two Bids (or effort to get two bids)
___ Evidence of Invoices, proof of payment, or project receipts for any work completed by the property owner. ~~or paid work~~
___ Proof of Property Ownership (tax bill, utility bill, or other proof)

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

CITY OF OREGON CITY

Staff Report

To:	City Commission	**Agenda Date:**	June 17, 2026
From:	Shaun Davis, Police Chief		

SUBJECT:
Item 7.b. - Resolution No. 26-14, A Resolution Updating the Fines for Parking Infractions

STAFF RECOMMENDATION:
Approve Resolution No. 26-14 – Updating the Fines for Parking Infractions

EXECUTIVE SUMMARY:
Parking fines are intended to improve compliance with City parking regulations and promote access to limited parking resources throughout the City. The Commission approved a parking fine increase at the May 20, 2026, regular commission meeting. Resolution 26-14 will adopt the Commission approved parking fine increases and will create a consistent adjustment in the future.

BACKGROUND:

At the May 20, 2026 Commission regular meeting, staff shared an updated parking fine schedule. Staff have reviewed current police and code fines and fees. During the review, staff found the current parking fines have not been updated since 2011. Staff also compared our fines to neighboring jurisdictions and determined our current parking fines are below our neighboring jurisdictions and not comparable.

Staff proposed a new fine schedule which was in alignment and comparable with neighboring jurisdictions. After discussion, the Commission voted to approve the new fine schedule, except for leaving “Expired/No Receipt” at the current $20 fine. Staff has made the changes and brought forward the approved parking fine schedule in Resolution 26-14 and Exhibit A.

OPTIONS:
1. Approve Resolution No. 26-14, A Resolution Updating the Fines for Parking Infractions.
2. Approve Resolution No. 26-14, A Resolution Updating the Fines for Parking Infractions with Amendments.
3. Deny Resolution No. 26-14, A Resolution Updating the Fines for Parking Infractions and provide further direction.

BUDGET IMPACT:
Amount $

Fiscal Year(s):	
Funding Source(s):	
Included in Approved Budget:	Revenue estimates are included in the current budget.

RESOLUTION NO. 26-14

A RESOLUTION UPDATING THE FINES FOR PARKING INFRACTIONS

WHEREAS, At the May 20, 2026 City Commission Regular Meeting, the City Commission approved the update of parking fines; and

WHEREAS, The last update to parking fines was in 2011 and have not kept up with inflation; and

WHEREAS, The fines included in this resolution align with comparable jurisdictions, support consistent enforcement, and encourage voluntary compliance while maintaining accountability for offenders.

WHEREAS, These fines should be adjusted for inflation to ensure their effectiveness into the future.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The Parking Fine Schedule attached as Exhibit A to this resolution are adopted and replace all prior parking fines.

Section 2. The Parking Fine Schedule, Exhibit A, shall continue to be adjusted approximately every four years on January 1st to account for inflation. The first CPI increase will occur approximately on 1-1-2030 and generally every four years. The adjustment to account for all fees, shall be based on changes in the CPI-W for the Pacific Division of the West Region, compounded annually from the effective date year. Inflated fees shall be rounded to the nearest five-dollar increment.

Section 3. This resolution shall take effect on July 3, 2026.

Approved and adopted at a regular meeting of the City Commission held on the 17th day of June 2026.

DENYSE C. MCGRIFF
Mayor

Attested to this 17th day of June 2026:

Jakob Wiley, City Recorder

Approved as to legal sufficiency:

City Attorney

Resolution 26-14
Exhibit A

2026 Oregon City Parking Fines

Violation	OCMC Code Citation	Fine
Expired/No Receipt	10.16.080	$20.00
Overtime	10.16.070	$30.00
Space line	10.08.010 & 10.16.100(C)	$20.00
Boat Trailer Only	10.08.090(A)(9)	$30.00
Vehicle Storage	10.08.080(A) & (B)	$30.00
Expired Tags	10.08.080(B)(2)	$40.00
Recreational Vehicle Prohibited	10.12.010	$30.00
Abandon Vehicle	10.04 & 10.08.080	$100.00
Wrong Direction	10.08.010(A)	$30.00
No Parking Anytime/Yellow Curb	10.08.090(A)(9) & (B)(7)	$50.00
Prohibited Time	10.08.090(A)(9)	$40.00
Bike Lane	10.08.090(A)(9)	$80.00
Over-Crosswalk/Sidewalk/Curb	10.08.090(A)(1) & (A)(3) & (A)(12) & (B)(4)	$50.00
10 ft from Fire Hydrant	10.08.090(B)(3)	$100.00
Unauthorized/Permit Zone	10.08.090(A)(9) & (C)	$75.00
Handicap Stall	10.08.090(A)(11)	$250.00
Loading Zone	10.08.020(A)	$50.00
Hazard Vehicle	10.04 & 10.08.090	$100.00
Blocking Driveway	10.08.090(B)(2)	$30.00
Over 12 inches from Curb	10.16.090	$30.00
Within 10 ft from Mail Box	10.08.090(A)(11)	$50.00
Parked In Fire Lane	10.08.090(A)(9)	$100.00
Any Violation Not Listed	OCMC Title 10	$30.00

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

CITY OF OREGON CITY

Staff Report

To: City Commission **Agenda Date:** June 17, 2026
From: Scott Archer, Parks and Recreation Director
Thomas Kissinger, Assistant Parks and Recreation Director

SUBJECT:
Item 7.c. - Resolution No. 26-15, Authorizing an Application for a Local Government Grant to Support the Chapin Playground Replacement Project

STAFF RECOMMENDATION:
Staff recommend approval of this resolution to apply for a Local Government Grant from the Oregon Parks and Recreation Department.

EXECUTIVE SUMMARY:
As part of the FY25-27 biennial budget, Parks and Recreation budgeted $200,000 in SDC funds to support a playground replacement at Chapin Park. These funds are intended to be matched 1:1 with a Local Government Grant from the Oregon Parks and Recreation Department, for a total of $400,000 in available project funds. Staff have prepared two playground options with our design team for review by the community. One option for the replacement playground focuses on a "Farm Theme" as a nod to the history of the parkland. The alternative option is a "Nature Theme," similar to play areas at Tyrone S. Woods and D.C. Latourette parks. A survey is currently open to gather community feedback on the two options. These options have also been shared with various neighborhood associations as part of our regular outreach. Staff will continue to conduct community outreach throughout the summer to confirm community preference before formally presenting the selected option for a recommendation by PRAC and approval by City Commission.

Staff have prepared a grant application to the Local Government Grant program to secure matching funds of $200,000 to support the project. The grant application requires an approved resolution from the governing body in order to proceed to the review stage. The attached resolution provides the required authorization to apply for the grant. If the grant is awarded, staff will bring back a grant agreement for approval by City Commission.

BACKGROUND:
The Local Government Grant Program (LGGP) is a voter approved, State lottery funded grant program administered by the Oregon Parks and Recreation Department. Typically, the program awards over $15 million annually to qualified projects, and has awarded over $100 million in grant funding since the program began in 1999. Oregon City Parks and Recreation has successfully leveraged LGGP funds in the past to support park improvements and development. The Chapin Park Playground Replacement project fits well within the grant program's priorities and criteria. The Advisory Committee will meet in late September/early October to review proposals and recommend approval of grant applications.

OPTIONS:

1. Approve Resolution No. 26-15, Authorizing an Application for a Local Government Grant to Support the Chapin Playground Replacement Project.
2. Approve Resolution No. 26-15, Authorizing an Application for a Local Government Grant to Support the Chapin Playground Replacement Project with Amendments.
3. Deny Resolution No. 26-15, Authorizing an Application for a Local Government Grant to Support the Chapin Playground Replacement Project and provide further direction.

BUDGET IMPACT:

Amount	$200,000 in grant funds
Fiscal Year(s):	FY26-27
Funding Source(s):	Local Government Grant Program
Included in Approved Budget:	Yes

RESOLUTION NO. 26-15

A RESOLUTION AUTHORIZING THE CITY OF OREGON CITY TO APPLY FOR A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR REHABILITATION OF THE PLAY AREAS AT CHAPIN PARK AND DELEGATING AUTHORITY TO CITY MANAGER TO SIGN THE APPLICATION

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

WHEREAS, the City of Oregon City desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

WHEREAS, the City Commission have identified playground improvements at Chapin Park as a high priority need in Oregon City; and

WHEREAS, this project will replace the existing 20+ year old play structure with a modern, fully inclusive play area and restore the existing location of the play structure into natural area and stormwater infrastructure; and

WHEREAS, the City of Oregon City has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

WHEREAS, the City of Oregon City will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission demonstrates its support for the submittal of a grant application to the Oregon Park and Recreation Department for rehabilitation of the play areas at Chapin Park.

Section 2. 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 17th day of June 2026.

_____
DENYSE C. MCGRIFF
Mayor

Attested to this 17th day of June 2026:

_____
Jakob Wiley, City Recorder

Approved as to legal sufficiency:

_____
City Attorney



CHAPIN PARK

OPTION A - REVISION 1

Northwest Playground EQUIPMENT INC.

PLAYWORLD The world needs play

cre8play

IHD_451_25AR1 Color Option : A

DESIGN SHOWN IS CONCEPTUAL ONLY. FINAL PRODUCTS MAY DIFFER .

COLOR KEY

POST & COMPONENTS				ROTO			SHEET PLASTIC			ROPE	DECK
DARK BROWN	GREEN	CHARTREUSE	BEIGE	LIME	BROWN-STONE	TROPICAL YELLOW	BEIGE	LIME-SAND	LIME	GREEN	GRAY

CHAPIN PARK

OPTION A - REVISION 1

Northwest Playground EQUIPMENT INC.

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POST & COMPONENTS				ROTO			SHEET PLASTIC			ROPE	DECK
DARK BROWN	GREEN	CHARTREUSE	BEIGE	LIME	BROWN-STONE	TROPICAL YELLOW	BEIGE	LIME-SAND	LIME	GREEN	GRAY

CHAPIN PARK

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POST & COMPONENTS				ROTO			SHEET PLASTIC			ROPE	DECK
DARK BROWN	GREEN	CHARTREUSE	BEIGE	LIME	BROWN-STONE	TROPICAL YELLOW	BEIGE	LIME-SAND	LIME	GREEN	GRAY



CHAPIN PARK

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COLOR KEY

POST & COMPONENTS				ROTO			SHEET PLASTIC			ROPE	DECK
DARK BROWN	GREEN	CHARTREUSE	BEIGE	LIME	BROWN-STONE	TROPICAL YELLOW	BEIGE	LIME-SAND	LIME	GREEN	GRAY

CHAPIN PARK

OPTION A - REVISION 1

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PLAYWORLD The world needs play.

cre8play

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COLOR KEY

POST & COMPONENTS: DARK BROWN, GREEN, CHARTREUSE, BEIGE

ROTO: LIME, BROWN-STONE, TROPICAL YELLOW

SHEET PLASTIC: BEIGE, LIME-SAND, LIME

ROPE: GREEN

DECK: GRAY


CHAPIN PARK
OPTION A - REVISION 1
IHD_451_25AR1 Color Option : A
Northwest Playground EQUIPMENT INC.
PLAYWORLD The world needs play.
cre8play
DESIGN SHOWN IS CONCEPTUAL ONLY. FINAL PRODUCTS MAY DIFFER .
COLOR KEY
POST & COMPONENTS
DARK BROWN
GREEN
CHARTREUSE
BEIGE
ROTO
LIME
BROWN-STONE
TROPICAL YELLOW
SHEET PLASTIC
BEIGE
LIME-SAND
LIME
ROPE
GREEN
DECK
GRAY



CHAPIN PARK

OPTION A - REVISION 1

Northwest Playground EQUIPMENT INC.

PLAYWORLD The world needs play.

cre8play

IHD_451_25AR1 Color Option : A

DESIGN SHOWN IS CONCEPTUAL ONLY. FINAL PRODUCTS MAY DIFFER .

COLOR KEY

POST & COMPONENTS				ROTO			SHEET PLASTIC			ROPE	DECK
DARK BROWN	GREEN	CHARTREUSE	BEIGE	LIME	BROWN-STONE	TROPICAL YELLOW	BEIGE	LIME-SAND	LIME	GREEN	GRAY

CHAPIN PARK

OPTION A - REVISION 1

Northwest Playground EQUIPMENT INC.

PLAYWORLD The world needs play.

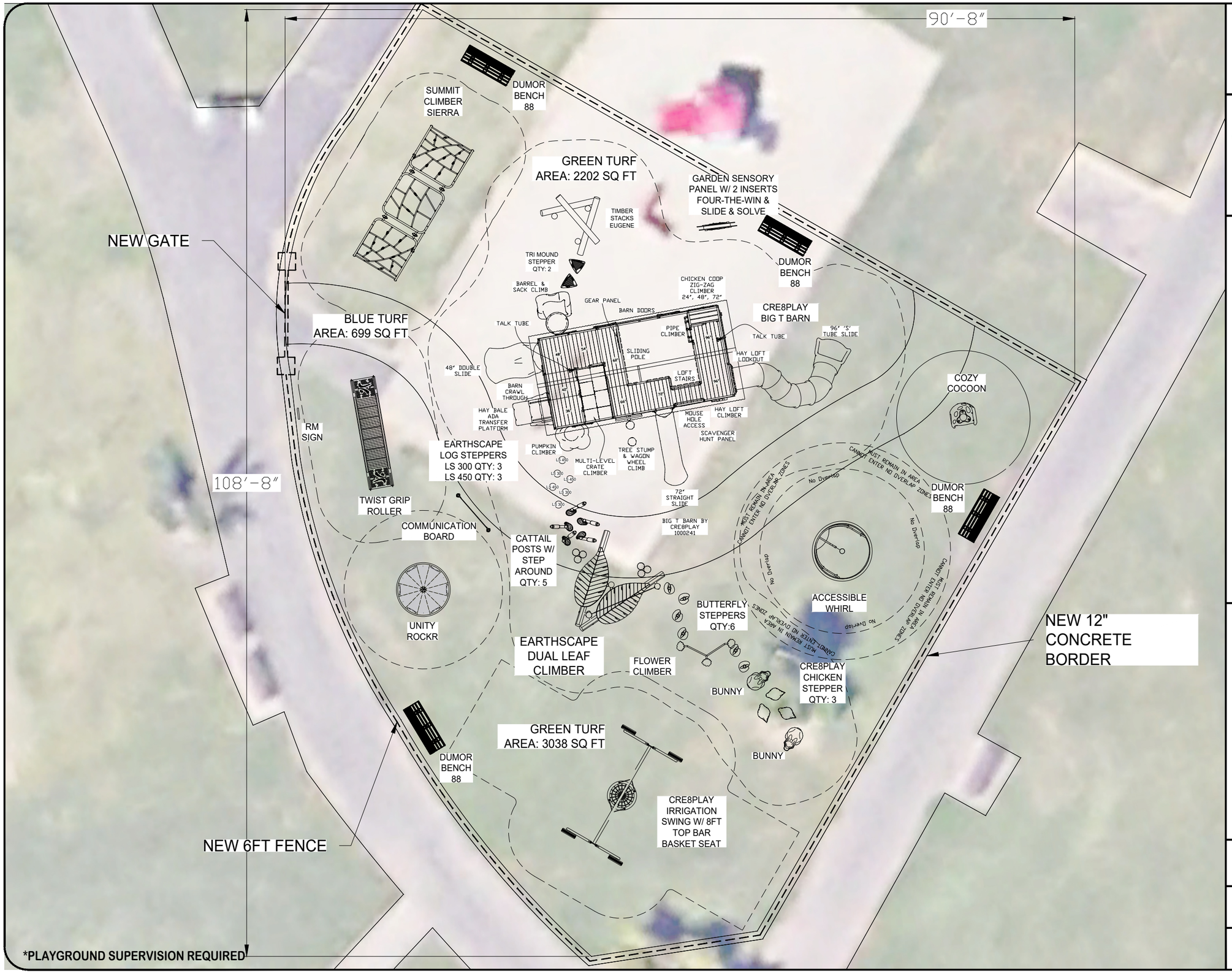
cre8play

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COLOR KEY

POST & COMPONENTS				ROTO			SHEET PLASTIC			ROPE	DECK
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Toll Free: 1.800.726.0031
www.nwplayground.com
sales@nwplayground.com

cre8play

earth

AREA: **SEE PLAN**

PERIMETER:

FALL HEIGHT: **9 Ft.**

USER CAPACITY: **73+**

AGE GROUP: **5-12**

ADA SCHEDULE	Total Elevated Play Activities: 11		
	Total Ground-Level Play Activities: 14		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	6	4	3
Provided	11	14	7

✓ ASTM F1487-21
✓ CPSC #325

PROJECT NO:	SCALE:
IHD_451_25AR1	**3/32" = 1'-0"**
DRAWN BY: **BPL**	Paper Size **B**
DATE: **8-Jan-26**	

CHAPIN PARK

PLAYGROUND PLAN - OPT A - REV 1



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sales@nwplayground.com

FOOTING LEGEND

COMPONENT FOOTING (DETAIL 3)

SPIRAL SLIDE CENTER POST FOOTING (DETAIL1)

112"

SUPPORT POST FOOTING (DETAIL 1 or 4)
(112" INDICATES POST LENGTH)

ZZCH 1850

CANTILEVER, "T" POST, AND COMPONENT POST FOOTING (DETAIL 2)
(ZZCH1850 INDICATES PART NUMBER)

144" GZ

GROUND ZERO POST FOOTING (DETAIL 2)
(144" INDICATES POST LENGTH)

PROJECT NO:	SCALE:
IHD_451_25AR1	**3/32" = 1'-0"**
DRAWN BY: **BPL**	Paper Size **B**
DATE: **8-Jan-26**	

CHAPIN PARK

FOOTING PLAN - OPT A - REV 1


CHAPIN PARK
OPTION B - REVISION 1
Northwest Playground EQUIPMENT INC.
PLAYWORLD The world needs play.
earthscape
IHD_451_25BR1 Color Option : A
DESIGN SHOWN IS CONCEPTUAL ONLY. FINAL PRODUCTS MAY DIFFER .
COLOR KEY
POST & COMPONENTS
DARK BROWN
GREEN
ROTO
BURGUNDY
SHEET PLASTIC
LIME-SAND
ROPE
GREEN



CHAPIN PARK

OPTION B - REVISION 1

Northwest Playground EQUIPMENT INC.

PLAYWORLD The world needs play.

earthscape

IHD_451_25BR1 Color Option : A

DESIGN SHOWN IS CONCEPTUAL ONLY. FINAL PRODUCTS MAY DIFFER .

COLOR KEY

POST & COMPONENTS		ROTO	SHEET PLASTIC	ROPE
DARK BROWN	GREEN	BURGUNDY	LIME-SAND	GREEN


CHAPIN PARK
OPTION B - REVISION 1
Northwest Playground EQUIPMENT INC.
PLAYWORLD The world needs play.
earthscape
IHD_451_25BR1 Color Option : A
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COLOR KEY
POST & COMPONENTS
DARK BROWN
GREEN
ROTO
BURGUNDY
SHEET PLASTIC
LIME-SAND
ROPE
GREEN


CHAPIN PARK
OPTION B - REVISION 1
Northwest Playground EQUIPMENT INC.
PLAYWORLD The world needs play.
earthscape
IHD_451_25BR1 Color Option : A
DESIGN SHOWN IS CONCEPTUAL ONLY. FINAL PRODUCTS MAY DIFFER .
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POST & COMPONENTS
DARK BROWN
GREEN
ROTO
BURGUNDY
SHEET PLASTIC
LIME-SAND
ROPE
GREEN


CHAPIN PARK
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POST & COMPONENTS
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BURGUNDY
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CHAPIN PARK

OPTION B - REVISION 1

Northwest Playground EQUIPMENT INC.

PLAYWORLD The world needs play.

earthscape

IHD_451_25BR1 Color Option : A

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DARK BROWN	GREEN	BURGUNDY	LIME-SAND	GREEN


CHAPIN PARK
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POST & COMPONENTS
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GREEN
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SHEET PLASTIC
LIME-SAND
ROPE
GREEN



*PLAYGROUND SUPERVISION REQUIRED

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ID SCULPTURE
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earth

AREA: **SEE PLAN**

PERIMETER:

FALL HEIGHT: **8 Ft.**

USER CAPACITY: **73+**

AGE GROUP: **5-12**

ADA SCHEDULE	Total Elevated Play Activities: 3		
	Total Ground-Level Play Activities: 12		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	1	1	1
Provided	3	12	4

✓ ASTM F1487-21
✓ CPSC #325

PROJECT NO: **IHD_451_25BR1**

SCALE: **1/16" = 1'-0"**

DRAWN BY: **BPL**

Paper Size **B**

DATE: **8-Jan-26**

CHAPIN PARK

PLAYGROUND PLAN - OPT B - REV 1



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144" GZ

GROUND ZERO POST FOOTING (DETAIL 2)
(144" INDICATES POST LENGTH)

CHAPIN PARK

FOOTING PLAN - OPT B - REV 1

PROJECT NO:	SCALE:
IHD_451_25BR1	**1/16" = 1'-0"**
DRAWN BY: **BPL**	Paper Size **B**
DATE: **8-Jan-26**	

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

CITY OF OREGON CITY

Staff Report

To:	City Commission	**Agenda Date:**	June 17, 2026
From:	Shaun Davis, Police Chief		

SUBJECT:
Item 7.d. - OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Full On-Premises, Other Public Location; Neanderthals Family Fun Center, LLC (dba Neanderthals), 230 12th St., Oregon City

STAFF RECOMMENDATION:
Staff recommends the City Commission approve the OLCC Application for Neanderthals Family Fun Center, LLC (dba Neanderthals), 230 12th St., Oregon City

EXECUTIVE SUMMARY:
The attached application is for OLCC Retail On-Premises Sales & Consumption, Full On-Premises, Other Public Location; Neanderthals Family Fun Center, LLC (dba Neanderthals). This is a new license application.

BACKGROUND:

Beginning August 12, 2024, OLCC no longer accepts paper applications for new annual licenses, changes to existing annual licenses, or special event licenses. All applications are now electronic, which is why the OLCC form has a different look.

The Oregon City Police Department ran a background check on Timothy Simmons and he is eligible to hold a liquor license. This is a new license application for Retail On-Premises Sales & Consumption, Full On-Premises, Other Public Location for Neanderthals Family Fun Center, LLC. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:
1. Approve OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Full On-Premises, Other Public Location; Neanderthals Family Fun Center, LLC (dba Neanderthals), 230 12th St., Oregon City.
2. Approve OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Full On-Premises, Other Public Location; Neanderthals Family Fun Center, LLC (dba Neanderthals), 230 12th St., Oregon City with Amendments.
3. Deny OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Full On-Premises, Other Public Location; Neanderthals Family Fun Center, LLC (dba Neanderthals), 230 12th St., Oregon City and provide further direction.

BUDGET IMPACT:
N/A

OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Per OAR 845-005-0304(3): The Commission requires an applicant for issuance of a new license issued under ORS chapter 471, to provide written notice of the application to the local government in the form of a complete, accurate, and legible Commission form.

The local government is as follows:
(a) If the address of the premises proposed to be licensed is within a city's limits, the local government is the city.
(b) If the address of the premises proposed to be licensed is not within a city's limits, the local government is the county.

INSTRUCTIONS:

Step 1: Applicant completes all of Section 1 (including top of Page 2).

Step 2: Applicant submits both pages of the form to the appropriate local government. NOTE: The local government may require additional forms and/or fees.

Step 3: Local government completes at least Section 2 and returns all pages of the form, or a copy thereof, to the applicant. The local government is allowed up to 45 days to complete Section 3.

Step 4: Applicant takes the form with at least Sections 1 and 2 completed and includes it with their CAMP application to meet the Local Government Recommendation document requirement. Submissions that do not have at least Sections 1 and 2 completed will not be accepted.

Step 5: The local government issues its final recommendation in Section 3 and returns the completed form to the applicant. If the applicant has already submitted their initial application via CAMP, they hold on to the final recommendation and provide it to their investigator, when requested. If they have not already submitted their application, they upload the fully completed Local Government Recommendation form with their initial application submission.

Applicants within the city of Portland ONLY: After completing the attached form, please follow these steps to complete the Local Government Recommendation process:

- Apply via the City of Portland website.
- Once you have completed the application with the City of Portland, you will receive an email notifying you that your application has been accepted, usually within two business days. The email will contain an attachment titled "ABC Public Notice."
- Upload the ABC Public Notice document with your CAMP application to meet the Local Government Recommendation document requirement.

NOTE: This document only provides proof of submission. Once you receive your final recommendation from the City of Portland, you will need to provide that to your assigned OLCC investigator.

OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Neanderthals Family Fun Center, LLC

Proposed Trade Name: Neanderthals

Premises Address: 230 12th St Unit:

City: Oregon City County: Clackamas Zip: 97045

Application Type: (●) New License Application ( ) Change of Ownership ( ) Change of Location

License Type: Full On Premise, Other Public Location ☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Timothy Simmons Phone: 971-293-7636

Mailing Address:

City: Gresham State: OR Zip: 97030

Email Address: Tim.Simmons@NeanderthsalsFFC.Com

Business Details

Please check all that apply to your proposed business operations at this location:

☐ Manufacturing/Production

☐ Retail Off-Premises Sales

☒ Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

☒ Indoor Consumption ☐ Outdoor Consumption

☒ Proposing to Allow Minors

Section 1 continued on next page

Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): Neanderthals Family Fun Center, LLC

Proposed Trade Name: Neanderthals

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC. Section 2 must be completed ***by the local government*** for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: Optional Date Received Stamp

Date Application Received:

Received by:

Section 3 – Recommendation - To be completed by Local Government:

- ○ **Recommend this license be granted**
- ○ **Recommend this license be denied** (Please include documentation that meets OAR 845-005-0308)
- ○ **No Recommendation/Neutral**

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.

OREGON LIQUOR & CANNABIS COMMISSION

BUSINESS INFORMATION – LIQUOR LICENSE

Applicant Name	Neanderthals Family Fun Center, LLC
Trade Name	Neanderthals
Premises Street Address	230 12th St Oregon City, OR 97045
License Type	

Business Contact	Tim Simmons
Mailing Address	[redacted]
Phone Number	(971) 293-7636
Email Address	Tim.Simmons@NeanderthalsFFC.Cor

Operating Hours

Day of Week	Open Time	Closed Time
Monday	11:00 am	11:00 pm
Tuesday	11:00 am	11:00 pm
Wednesday	11:00 am	11:00 pm
Thursday	11:00 am	11:00 pm
Friday	11:00 am	11:00 pm
Saturday	11:00 am	11:00 pm
Sunday	11:00 am	6:00 pm

Seasonal Variation: Yes ☑

Explanation: During the summertime we may open earlier or stay open later.

☐ Not open to the public or by appointment only

Seating

Restaurant Seating: 35 Outdoor Seating: 0 Other Seating: 0

☐ No On-Premises Consumption

ENTERTAINMENT

Check all that apply:

- ☒ Live Music
- ☒ Recorded Music
- ☒ DJ Music
- ☒ Dancing
- ☒ Karaoke
- ☒ Coin-operated Games
- ☐ Social Gaming
- ☒ Pool Tables
- ☐ Video Lottery Machines
- ☐ Nude Dancing
- ☐ Live Entertainment
- ☐ Minor Entertainers
- ☐ Minor Entertainers in an Area Prohibited to Minors **Need prior OLCC approval
- ☐ Other:

Rev: 11.19.24

OREGON LIQUOR & CANNABIS COMMISSION

INDIVIDUAL HISTORY FORM

WHO MUST COMPLETE THIS FORM?

You must complete this form if:

- Your name is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.

- A corporation is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:

  → President, a Vice President with responsibility over the operation of the business, Secretary, or Treasurer.
  → A Director with 3% or more voting stock.
  → An individual who owns 20% or more of issued stock.

- A limited liability company (LLC) is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:

  → A Managing Member of the LLC (this is an individual designated to manage the LLC; it may or may not be the same individual designated to manage the business).
  → A Member who owns 20% or more of the membership.
  → An Officer (such as a President or Secretary) with responsibilities over the operation of the business.

You must work with the OLCC to determine who must complete this form if you are:

- Part of an entity *other than* a corporation or LLC that is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form, or
- Part of an entity that owns 10% or more of an entity listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.

IN ADDITION, THE OLCC MAY REQUIRE OTHER PEOPLE TO COMPLETE THIS FORM WHEN THERE IS REASON TO BELIEVE IT MAY HELP THE OLCC IN ITS INVESTIGATION.

PRINT FORM

RESET FORM

OREGON LIQUOR & CANNABIS COMMISSION

INDIVIDUAL HISTORY FORM

1. Name (Print):	Simmons (Last)	Timothy (First)	William (Middle)

2. Other names used (maiden, other):

3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes [X] No [ ]
If yes, you must list your SSN: [redacted]

SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC§ 552(a).

4. Do you consent to the OLCC's use of my SSN as described above? Check this box: [X]

5. Date of Birth (DOB):	[redacted] (mm)	(dd)	(yyyy)

6. Driver License or State ID #: [redacted] 7. State OR

8. Contact Phone: (503) 701-9052

9. E-mail Address: TIM.SIMMONS@NEANDERTHALSFFC.COM

10. Mailing Address:	[redacted] (Number and Street)	GRESHAM (City)	OR (State)	97030 (Zip Code)

11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon?

No [X] Yes [ ] (If yes, explain in the space provided, below) Unsure [ ] Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.

OREGON LIQUOR & CANNABIS COMMISSION

INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, **currently hold** or **have you previously held** a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No [X] Yes [ ] Please list licenses (and year(s) licensed) below Unsure [ ] Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No [X] Yes [ ] Please list licenses (and year(s) licensed) below Unsure [ ] Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No [X] Yes [ ] Please list applications below Unsure [ ] Please include an explanation:

Waiting on Local Gaernment Recommendation to come back so we can submit our Application to OLCC on their CAMP Site.

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, ***may not*** sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Simmons (Last)	Timothy (First)	William (Middle)

Signature: Timothy W Simmons **Date:** 6-8-2026

This box for OLCC use ONLY

_____ Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?

Rev.11.27.23

OREGON LIQUOR & CANNABIS COMMISSION

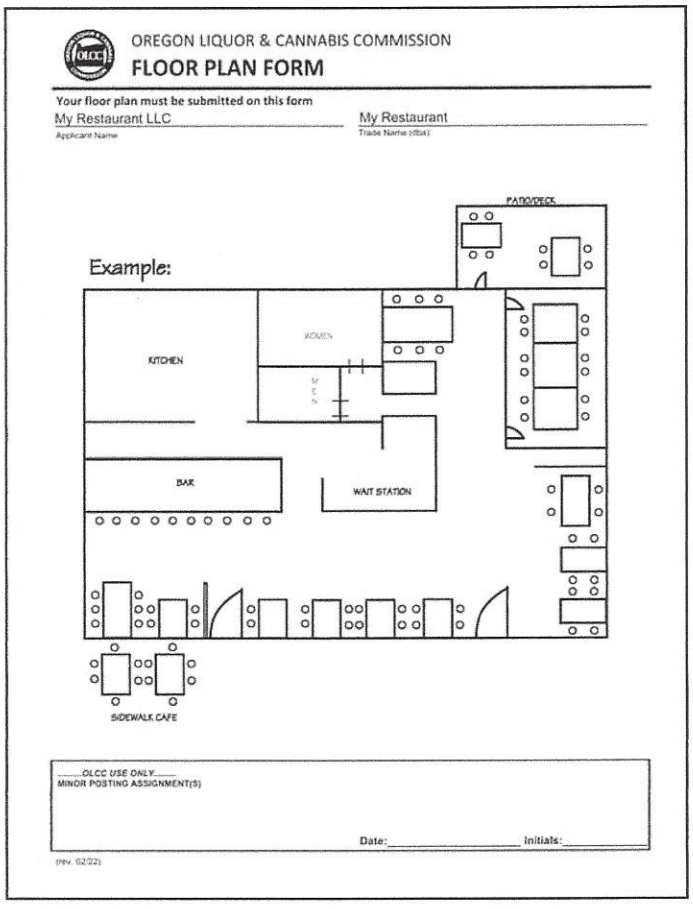
FLOOR PLAN

INSTRUCTIONS

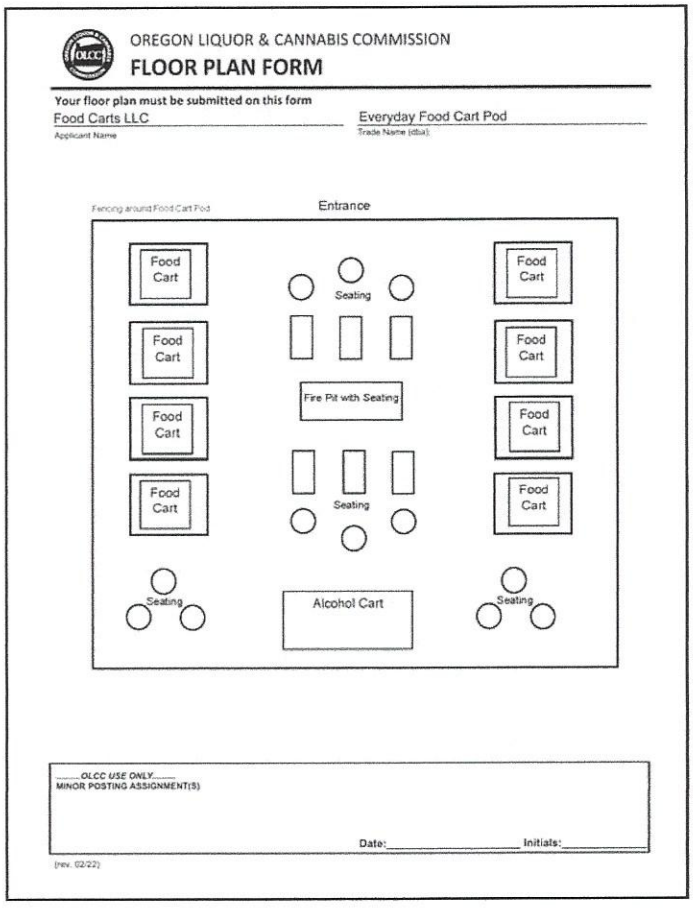
1. **Your floor plan MUST be submitted on the Floor Plan Form below**
2. Use a separate Floor Plan Form for each level or floor of the building. The floor plan(s) must show the specific areas of your premises.
3. Label areas i.e. dining area, bar, lounge, lottery, outside patio and sidewalk cafe areas.
4. Food Counters should be labeled as such, and not as a Bar. At a Food Counter, food service/consumption is the predominant activity. At a Bar, alcohol service/consumption is the predominant activity. Please label Food Counters and Bars accordingly.
5. Include all tables and chairs. (See Example below)
6. If you have an outdoor area, please show it in reference to the licensed building.
7. If you have sidewalk seating please contact your local government to see if a permit is required for use.
8. If this is a Food Cart Pod please label the floor plan where the alcohol will be served from, where food will be served, where the seating will be and any other food carts that are in the pod.

Please do not use complex architect drawings as your floor plan, unless they are clearly readable and show all the tables and chairs.

RESTAURANT EXAMPLE



FOOD CART POD EXAMPLE



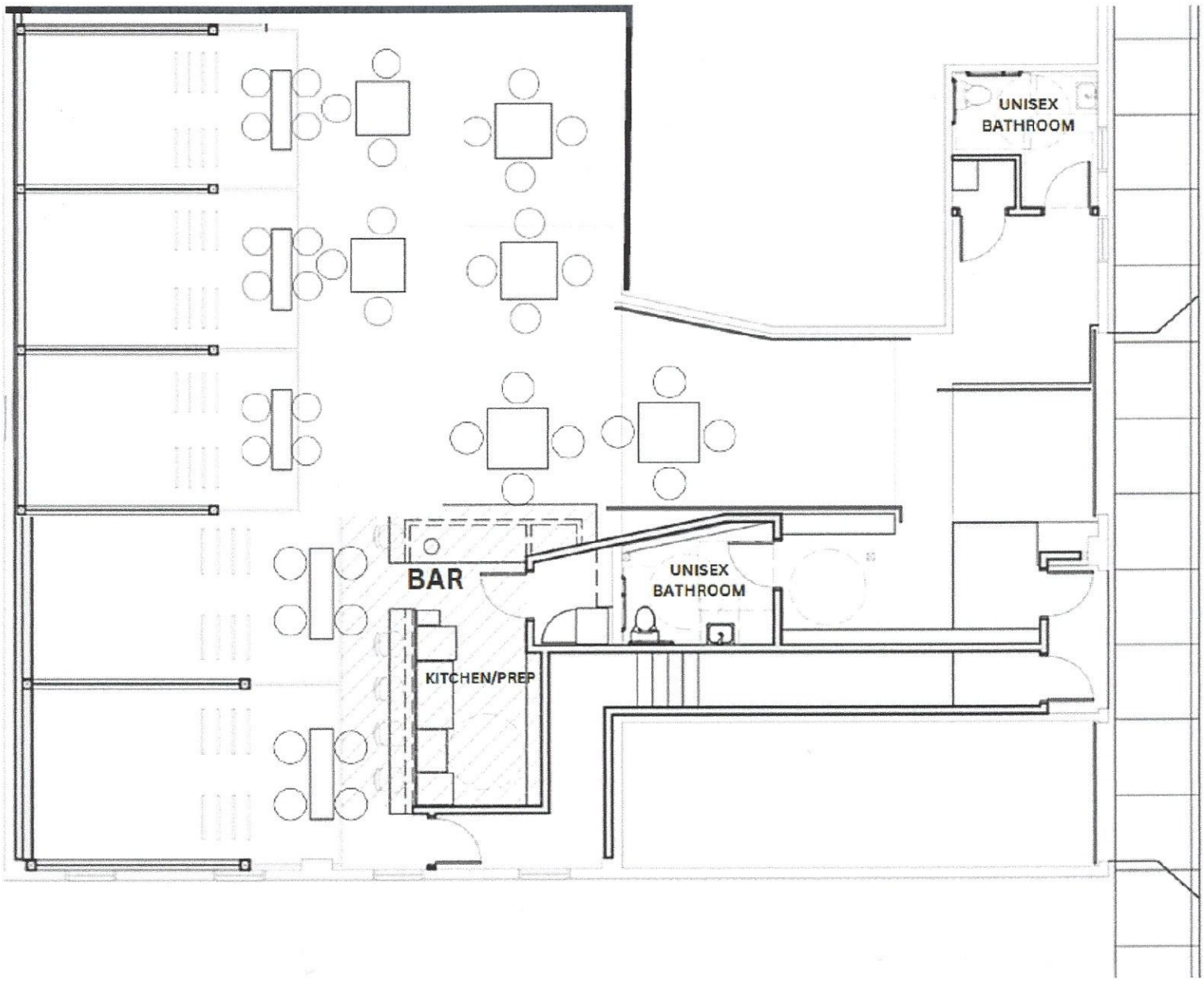
OREGON LIQUOR & CANNABIS COMMISSION

FLOOR PLAN FORM

Your floor plan must be submitted on this form

Neanderthals Family Fun Center
Applicant Name

Neanderthals
Trade Name (dba)



.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date:_____ **Initials:**_____

(rev. 03/22)

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

CITY OF OREGON CITY

Staff Report

To:	City Commission	**Agenda Date:**	June 17, 2026
From:	Shaun Davis, Police Chief		

SUBJECT:
Item 7.e. - OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Limited On-Premises Sales; Seventh and Monroe, LLC (dba Pepper Lunch Restaurants), 920 7th St., Oregon City

STAFF RECOMMENDATION:
Staff recommends the City Commission approve the OLCC Application for Seventh and Monroe, LLC (dba Pepper Lunch Restaurants), 920 7th St., Oregon City

EXECUTIVE SUMMARY:
The attached application is for OLCC Retail On-Premises Sales & Consumption, Limited On-Premises Sales for Seventh and Monroe, LLC (dba Pepper Lunch Restaurants. This is a new license application.

BACKGROUND:

Beginning August 12, 2024, OLCC no longer accepts paper applications for new annual licenses, changes to existing annual licenses, or special event licenses. All applications are now electronic, which is why the OLCC form has a different look.

The Oregon City Police Department ran a background check on Peter and Benthana Ng and they are eligible to hold a liquor license. This is a new license application for Retail On-Premises Sales & Consumption, Limited On-Premises Sales for Seventh and Monroe, LLC. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:
1. Approve OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Limited On-Premises Sales; Seventh and Monroe, LLC (dba Pepper Lunch Restaurants), 920 7th St., Oregon City.
2. Approve OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Limited On-Premises Sales; Seventh and Monroe, LLC (dba Pepper Lunch Restaurants), 920 7th St., Oregon City with Amendments.
3. Deny OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Limited On-Premises Sales; Seventh and Monroe, LLC (dba Pepper Lunch Restaurants), 920

7th St., Oregon City and provide further direction.

BUDGET IMPACT:
N/A

Docusign Envelope ID: 9FCF2149-8C3B-453C-BB1B-2FFBC1D9DAEC

OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Per OAR 845-005-0304(3): The Commission requires an applicant for issuance of a new license issued under ORS chapter 471, to provide written notice of the application to the local government in the form of a complete, accurate, and legible Commission form.

The local government is as follows:
(a) If the address of the premises proposed to be licensed is within a city's limits, the local government is the city.
(b) If the address of the premises proposed to be licensed is not within a city's limits, the local government is the county.

INSTRUCTIONS:

Step 1: Applicant completes all of Section 1 (including top of Page 2).

Step 2: Applicant submits both pages of the form to the appropriate local government. NOTE: The local government may require additional forms and/or fees.

Step 3: Local government completes at least Section 2 and returns all pages of the form, or a copy thereof, to the applicant. The local government is allowed up to 45 days to complete Section 3.

Step 4: Applicant takes the form with at least Sections 1 and 2 completed and includes it with their CAMP application to meet the Local Government Recommendation document requirement. Submissions that do not have at least Sections 1 and 2 completed will not be accepted.

Step 5: The local government issues its final recommendation in Section 3 and returns the completed form to the applicant. If the applicant has already submitted their initial application via CAMP, they hold on to the final recommendation and provide it to their investigator, when requested. If they have not already submitted their application, they upload the fully completed Local Government Recommendation form with their initial application submission.

Applicants within the city of Portland ONLY: After completing the attached form, please follow these steps to complete the Local Government Recommendation process:

- Apply via the City of Portland website.
- Once you have completed the application with the City of Portland, you will receive an email notifying you that your application has been accepted, usually within two business days. The email will contain an attachment titled "ABC Public Notice."
- Upload the ABC Public Notice document with your CAMP application to meet the Local Government Recommendation document requirement.

NOTE: This document only provides proof of submission. Once you receive your final recommendation from the City of Portland, you will need to provide that to your assigned OLCC investigator.

Docusign Envelope ID: 9FCF2149-8C3B-453C-BB1B-2FFBC1D9DAEC

OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales X	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Seventh & Monroe, LLC

Proposed Trade Name: Pepper Lunch Restaurants

Premises Address: 920 7th Street Unit:

City: Oregon City County: Clackamas Zip: 97045

Application Type: (●) New License Application ( ) Change of Ownership ( ) Change of Location

License Type: Limited On-Premises Sales ☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Peter Ng Phone: 503-969-9905

Mailing Address: [redacted]

City: Oregon City State: OR Zip: 97045

Email Address: ng@iinet.com

Business Details

Please check all that apply to your proposed business operations at this location:

☐ Manufacturing/Production

☐ Retail Off-Premises Sales

☒ Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

☒ Indoor Consumption ☐ Outdoor Consumption

☒ Proposing to Allow Minors

Section 1 continued on next page

Docusign Envelope ID: 9FCF2149-8C3B-453C-BB1B-2FFBC1D9DAEC

OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:
Legal Entity/Individual Applicant Name(s): Seventh & Monroe, LLC Proposed Trade Name: Pepper Lunch Restaurants **IMPORTANT**: You MUST submit this form to the local government PRIOR to submitting to OLCC. Section 2 must be completed ***by the local government*** for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:
Local Government Recommendation Proof of Acceptance After accepting this form, please return a copy to the applicant with received and accepted information City or County Name: Optional Date Received Stamp Date Application Received: Received by:

Section 3 – Recommendation - To be completed by Local Government:
○ **Recommend this license be granted** ○ **Recommend this license be denied** (Please include documentation that meets OAR 845-005-0308) ○ **No Recommendation/Neutral** Name of Reviewing Official: Title: Date: Signature: After providing your recommendation and signature, please return this form to the applicant.

Application Copy

File Number: 323244

LICENSE TYPE	APPLICATION DATE RECEIVED
Limited On-Premises Sales	2026-05-04

ENDORSEMENT(S)

None selected

LICENSEE LEGAL NAME(S)

SEVENTH & MONROE, LLC

LICENSEE TYPE	SOS BUSINESS REGISTRY NUMBER
Limited Liability Company	2338793-94
BIN	FEIN
009862	33-3909876
INCORPORATION DATE	
2024-12-09	

CORRESPONDENCE ADDRESS

c/o WAYFINDER LLC
5200 Meadows Rd, Ste 200
Lake Oswego, OR 97035

MAILING ADDRESS

[redacted]
Oregon City, OR 97045

PHYSICAL ADDRESS

920 7th St
Oregon City, OR 97045

CONTACT NAME	CONTACT PHONE
Peter Ng	(503) 969-9905

ALTERNATE PHONE	FAX
EMAIL ng@iinet.com	

BUSINESS STRUCTURE

TYPE	NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Limited Liability Company	NG PL LLC	Owner	None	100
Individual	Peter Ng	Manager		
Individual	Benthana Ng	Manager		
Trust	Benthana Ng Revocable Trust, u/a/dated June 10, 2013			50
Trust	Peter T. Ng Revocable Trust, u/a/dated June 10, 2013			50

ADDITIONAL INFORMATION

NG PL LLC is the parent company for Seventh & Monroe, LLC.
NG PL LLC is owned 50% by Benthana's Trust and 50% Peter's Trust.
Peter and Benthana are each managers of both entities.

MANAGED BY AGENT	
Yes	
PREMISES TYPE	TRADE NAME
Restaurant	Seventh & Monroe, LLC
OPERATOR	COUNTY
Peter Ng	Clackamas

PHYSICAL ADDRESS

920 7th St
Oregon City, OR 97045

MAILING ADDRESS

920 7th St
Oregon City, OR 97045

CONTACT NAME	
Peter Ng	
CONTACT PHONE	ALTERNATE PHONE
(503) 969-9905	
FAX	EMAIL
	ng@iinet.com

RELATED LICENSE(S)

None selected

QUESTIONS

Limited On-Premises Sales

1. Do you also want to be able to cater some private events off of the annually licensed premises?

   NOTE: If you have not already added the Catering Privilege to this application, please go back to Step 1, "Getting Started". Under Endorsement(s), you may add the Catering Privilege, then continue your application.

   No

2. Does this premises have a current liquor license?

   No

3. According to {ORS 471.394,|https://www.oregonlegislature.gov/bills_laws/ors/ors471.html} a retail licensee may not hold interest in a manufacturer/wholesaler license and vice versa unless an exception applies. Exceptions are outlined in {ORS 471.396|https://www.oregonlegislature.gov/bills_laws/ors/ors471.html}.

   Retail licenses include Full On-Premises, Limited On-Premises, Off-Premises sales licenses. Manufacturer/wholesaler licenses include Brewery, Brewery-Public House, Distillery, Grower Sales Privilege, Winery, Warehouse, Wholesale Malt Beverage and Wine.

   Do you currently hold any interest in any OLCC manufacturer/wholesaler license?

   No

4. Are you allowing minors on the premises?

   *Minor means a person under the age of 21.

   Yes

5. Are you moving your existing licensed business to a new location?

   No

6. OLCC requires the alcohol license applicant to read the {Law Orientation for Retailers | https://www.oregon.gov/olcc/docs/liquor_license_and_license_process/law_orientation/law_orientation_retailers.pdf} booklet.

   Please list the name of the applicant who has read the Law Orientation for Retailers booklet.

   Peter Ng

7. Per {OAR 845-005-0400|https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=297387}, this license type requires the licensee to maintain liquor liability insurance or bond.

   For proof of liquor liability insurance, the Commission typically accepts an ACORD 25 form that lists the following:
   - The correct LLC/Corporation/Applicant name(s)
   - The complete physical address of the building
   - Specifies Liquor Liability Insurance
   - The dates the liquor liability coverage starts and ends
   - The amount of liquor liability coverage not less than $300,000 per occurrence
   - The policy number
   - Names OLCC as the certificate holder, with address: PO Box 22297, Milwaukie, OR, 97269-2297

   If you have the ACORD 25 form already, please upload it in the Documents tab before submission. If you do not have this yet, it will be needed before issuing the license.

   I understand that this requirement will need to be met prior to license issuance and maintained at all times the license is active.

   Yes

8. Does this premises have any current recreational marijuana licenses or other recreational marijuana license applications pending? If yes please provide license/application number.

   No

9. Do you plan on having Lottery on this premises?

   No

10. Are any of the applicants for this license under 21 years of age?

    No

11. Does at least one applicant listed in the Licensee section or the Business Structure section have the legal right to occupy and control the real physical property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document?

    Yes

12. Does the applicant for this license have any other pending liquor application(s)?

    No

13. Is everyone that has an ownership interest in the business listed in the Licensee section or Business Structure section, unless the person qualifies to have that ownership interest waived under {OAR 845-005-0311|https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=297374}?

    Yes

14. Will you provide food service?

    Yes

15. Please acknowledge that, in order to submit an acceptable Local Government Recommendation document, you must submit a document that includes at least the following pieces of information:

    - Date the local government received the application
    - Trade name of the business
    - Premises street address (where the business will be located)
    - Name of the local government (city or county name)
    - That the submission is for a Liquor License

    If you use the OLCC-provided Local Government Recommendation form, you must complete Section 1 and must also have the local government complete at least Section 2, otherwise your application may not be accepted.

    Yes

16. Does the premises include any common areas?

    A “common area” is an area that will be used by the applicant as part of their premises, but the area is not exclusively leased to the applicant. For example: The premises is located in a multi-tenant building and there is a patio that is shared by all tenants of the multi-tenant building. The applicant is proposing to license the patio, even though the applicant does not have the exclusive right to use the patio. The patio would be considered a “common area.”

    No

17. Please indicate whether or not an Authorized Representative will be overseeing this license on behalf of the Licensee. An Authorized Representative is an authorized person, other than the licensee, who is authorized to preform renewals, apply for amendments and applications, and add endorsements. Examples of an Authorized Representative may include but are not limited to a business manager, compliance manager, or a third-party entity such as a lawyer, compliance specialist, or consultant who helps with licensing activities.

    Yes
    (document uploaded)

18. If the premises includes common areas, does anyone else besides you have the authority to sell or serve alcohol in the common area?
    **If there is no common area, select NO.

    No

19. Per ORS 471.313: the applicant/licensee(s) for an license that allows for on-premises consumption is required to either:
1) Hold a valid service permit or temporary service permit issued under ORS 471.375; or
2) Designate an individual who both:
A)Holds a valid service permit or temporary service permit; and
B)Exercises, or is entitled to exercise, control or responsibility over setting, implementing and changing the applicant's practices for selling and serving alcoholic beverages at the premises.

Please provide the first name, last name, and date of birth of the designated person(s) that will maintain a service permit to meet this requirement, even if it is the licensee themselves.

Peter Ng
[redacted]

20. Do you acknowledge responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including the common areas (if applicable)?

Yes

21. Does the premises to be licensed have any area(s) like sidewalk or street seating etc. on the property controlled by a public entity (i.e. a city, county, or state)?

No

22. Do you have a target date you would like to begin operating by, should this license be approved by OLCC?

Yes
2026-10-01

23. With this license type, you would be eligible to apply for the {Responsible Vendor Program|https://www.oregon.gov/olcc/lic/Pages/responsible_vendor_program.aspx}.
You can apply to this program after you are licensed or you can add it to this application by selecting the RVP endorsement in the "Getting Started Step" of this application.

Are you aware of the Responsible Vendor Program?

Yes

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Add/Remove Authorized Representative	1._OLCC_Authorized_Representative.pdf	
Business Information Form	2._OLCC_Business_Information_Form.pdf	
Entity Structure Form	3._OLCC_Entity_Structure.pdf	
Floor Plan - Liquor	4._OLCC_Floor_Plan.pdf	
Liquor Liability Insurance Certificate	5._Pepper_Lunch_LLI_Cert_03_24_26.pdf	
Local Government Recommendation (LGR)	6. OLCC Local Government Recommendation - EXECUTED.pdf	
Menu	7._Menu_-_Pepper_Lunch.pdf	

APPLICANT

Elliott Dale

DECLARATION

☑ I affirm that all my answers are true and complete. I also understand that OLCC may deny my proposed amendment application if my answers are found to be incorrect.

By checking this box, I affirm that all information submitted is true and correct to the best of my knowledge.

I have reviewed all information submitted as part of the application including, but not limited to, information regarding business operation, residence information, and financial involvement in the business. All information submitted is true and correct to the best of my knowledge.

Data Use Agreement
By checking the box below, Licensee acknowledges that the Oregon Liquor and Cannabis Commission (OLCC) owns all data entered into the Cannabis and Alcohol Management Program (CAMP) and has full rights to its use and dissemination, subject to existing law and current OLCC rules. Except for information exempt under Oregon law, information collected from Licensee, including through CAMP, is subject to Oregon Public Records Law, including ORS 192.410 to 192.505 and the provisions for the custody and maintenance of public records, ORS 192.005 to 192.170.

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

CITY OF OREGON CITY

Staff Report

To:	City Commission	**Agenda Date:**	June 17, 2026
From:	Shaun Davis, Police Chief		

SUBJECT:
Item 7.f. - OLCC: Liquor License Application–Manufacturing/Production, Retail Off-Premises Sales, and Retail On-Premises Sales & Consumption; Beaver B Dam, LLC, 14214 Fir St., Oregon City

STAFF RECOMMENDATION:
Staff recommends the City Commission approve the OLCC Application for Beaver B Dam, LLC, 14214 Fir St., Oregon City

EXECUTIVE SUMMARY:
The attached application is for OLCC Manufacturing/Production, Retail Off-Premises Sales, and Retail On-Premises Sales & Consumption for Beaver B Dam, LLC. This is a new license application.

BACKGROUND:

Beginning August 12, 2024, OLCC no longer accepts paper applications for new annual licenses, changes to existing annual licenses, or special event licenses. All applications are now electronic, which is why the OLCC form has a different look.

The Oregon City Police Department ran a background check on Nate Yovu, and he is eligible to hold a liquor license. This is a new license application for Manufacturing/Production, Retail Off-Premises Sales, and Retail On-Premises Sales & Consumption for Beaver B Dam, LLC. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:
1. Approve OLCC: Liquor License Application–Manufacturing/Production, Retail Off-Premises Sales, and Retail On-Premises Sales & Consumption; Beaver B Dam, LLC, 14214 Fir St., Oregon City.
2. Approve OLCC: Liquor License Application–Manufacturing/Production, Retail Off-Premises Sales, and Retail On-Premises Sales & Consumption; Beaver B Dam, LLC, 14214 Fir St., Oregon City with Amendments.
3. Deny OLCC: Liquor License Application–Manufacturing/Production, Retail Off-Premises Sales, and Retail On-Premises Sales & Consumption; Beaver B Dam, LLC, 14214 Fir St., Oregon City and provide further direction.

BUDGET IMPACT:
N/A

OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types

Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Beaver B Dam LLC

Proposed Trade Name: Yovu Beer

Premises Address: 14214 FIR ST Unit: H

City: Oregon City County: Clackamas Zip: 97045

Application Type: (●) New License Application ( ) Change of Ownership ( ) Change of Location

License Type: Brewery Public-House [ ] Additional Location for an Existing License

Application Contact Information

Contact Name: Nate Yovu Phone: 7183444845

Mailing Address: [redacted]

City: Portland State: OR Zip: 97203

Email Address: nate@yovubeer.com

Business Details

Please check all that apply to your proposed business operations at this location:

[■] Manufacturing/Production

[■] Retail Off-Premises Sales

[■] Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

[■] Indoor Consumption [■] Outdoor Consumption

[ ] Proposing to Allow Minors

Section 1 continued on next page

OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): Beaver B Dam LLC

Proposed Trade Name: Yovu Beer

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC. Section 2 must be completed ***by the local government*** for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: Optional Date Received Stamp

Date Application Received:

Received by:

Section 3 – Recommendation - To be completed by Local Government:

○ **Recommend this license be granted**

○ **Recommend this license be denied** (Please include documentation that meets OAR 845-005-0308)

○ **No Recommendation/Neutral**

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.

Application Copy

File Number: 417960

LICENSE TYPE Brewery Public House	APPLICATION DATE RECEIVED 2026-05-04
ENDORSEMENT(S) None selected	
LICENSEE BEAVER B. DAM LLC	LICENSEE TYPE Limited Liability Company
MANAGED BY AGENT No	
PREMISES TYPE Brewpub	TRADE NAME Beaver B Dam LLC
OPERATOR Nate Yovu	COUNTY Clackamas
PHYSICAL ADDRESS 14214 FIR ST Ste H Oregon City, OR 97045	
MAILING ADDRESS [redacted]	
CONTACT NAME Nathan Yovu	
CONTACT PHONE (718) 344-4845	ALTERNATE PHONE

FAX	EMAIL
	nate@yovubeer.com

RELATED LICENSE(S)

None selected

QUESTIONS

Brewery Public House

1. Do you have a TTB (Federal Alcohol and Tobacco Tax and Trade Bureau) Brewer's Notice?

   Yes
   (document uploaded)

2. According to {ORS 471.394|https://www.oregonlegislature.gov/bills_laws/ors/ors471.html} and the supplier/retailer guidelines, manufacturers and/or wholesalers (Brewery, Brewery-Public House, Grower Sales Privilege, Winery, Warehouse, Wholesale Malt Beverage and Wine), any applicant or member of the applying entity for such license, may not hold interest in a retailer license and vice versa unless an exception as outlined in {ORS 471.396|https://oregon.public.law/statutes/ors_471.396} applies.

   Do you or any member of the applying entity currently hold any other OLCC retail licenses?

   No

3. Are you moving your existing licensed business to a new location?

   No

4. OLCC requires the alcohol license applicant to read the {Law Orientation for Retailers | https://www.oregon.gov/olcc/docs/liquor_license_and_license_process/law_orientation/law_orientation_retailers.pdf} booklet.

   Please list the name of the applicant who has read the Law Orientation for Retailers booklet.

   Nate Yovu

5. Are you allowing minors on the premises?

   *Minor means a person under the age of 21.

   No

6. Does this premises have a current liquor license?

   No

7. Is there another Manufacturer or Wholesaler licensed at this premises?

   No

8. The OLCC requires that an applicant for this license type read the {Supplier-Retailers Guidelines| https://www.oregon.gov/olcc/docs/publications/supplierretailerguidelines.pdf}. Please list the name of the applicant who has read the Supplier-Retailer Guidelines.

   Nate Yovu

9. Will you be producing at this location?

   Yes

10. Per {OAR 845-005-0400|https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=297387}, this license type requires the licensee to maintain liquor liability insurance or bond.

    For proof of liquor liability insurance, the Commission typically accepts an ACORD 25 form that lists the following:
    - The correct LLC/Corporation/Applicant name(s)
    - The complete physical address of the building
    - Specifies Liquor Liability Insurance
    - The dates the liquor liability coverage starts and ends
    - The amount of liquor liability coverage not less than $300,000 per occurrence
    - The policy number
    - Names OLCC as the certificate holder, with address: PO Box 22297, Milwaukie, OR, 97269-2297

    If you have the ACORD 25 form already, please upload it in the Documents tab before submission. If you do not have this yet, it will be needed before issuing the license.

    I understand that this requirement will need to be met prior to license issuance and maintained at all times the license is active.

    Yes

11. Do you plan on having Lottery on this premises?

    No

12. Does this premises have any current recreational marijuana licenses or other recreational marijuana license applications pending? If yes please provide license/application number.

    No

13. Does at least one applicant listed in the Licensee section or the Business Structure section have the legal right to occupy and control the real physical property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document?

    Yes

14. Are any of the applicants for this license under 21 years of age?

    No

15. Is everyone that has an ownership interest in the business listed in the Licensee section or Business Structure section, unless the person qualifies to have that ownership interest waived under {OAR 845-005-0311|https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=297374}?

    Yes

16. Will you provide food service?

    No

17. Does the applicant for this license have any other pending liquor application(s)?

    No

18. Does the premises include any common areas?

    A “common area” is an area that will be used by the applicant as part of their premises, but the area is not exclusively leased to the applicant. For example: The premises is located in a multi-tenant building and there is a patio that is shared by all tenants of the multi-tenant building. The applicant is proposing to license the patio, even though the applicant does not have the exclusive right to use the patio. The patio would be considered a “common area.”

    No

19. Please acknowledge that, in order to submit an acceptable Local Government Recommendation document, you must submit a document that includes at least the following pieces of information:

    - Date the local government received the application
    - Trade name of the business
    - Premises street address (where the business will be located)
    - Name of the local government (city or county name)
    - That the submission is for a Liquor License

    If you use the OLCC-provided Local Government Recommendation form, you must complete Section 1 and must also have the local government complete at least Section 2, otherwise your application may not be accepted.

    Yes

20. If the premises includes common areas, does anyone else besides you have the authority to sell or serve alcohol in the common area? **If there is no common area, select NO.

    No

21. Please indicate whether or not an Authorized Representative will be overseeing this license on behalf of the Licensee. An Authorized Representative is an authorized person, other than the licensee, who is authorized to preform renewals, apply for amendments and applications, and add endorsements. Examples of an Authorized Representative may include but are not limited to a business manager, compliance manager, or a third-party entity such as a lawyer, compliance specialist, or consultant who helps with licensing activities.

    No

22. What is your expected weekly barrel production?

    12

23. Per ORS 471.313: the applicant/licensee(s) for an license that allows for on-premises consumption is required to either:
1) Hold a valid service permit or temporary service permit issued under ORS 471.375; or
2) Designate an individual who both:
A)Holds a valid service permit or temporary service permit; and
B)Exercises, or is entitled to exercise, control or responsibility over setting, implementing and changing the applicant's practices for selling and serving alcoholic beverages at the premises.

Please provide the first name, last name, and date of birth of the designated person(s) that will maintain a service permit to meet this requirement, even if it is the licensee themselves.

Nate Yovu[redacted]

24. Do you acknowledge responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including the common areas (if applicable)?

Yes

25. Does the premises to be licensed have any area(s) like sidewalk or street seating etc. on the property controlled by a public entity (i.e. a city, county, or state)?

No

26. Do you have a custom order agreement with another brewery to produce for you?

No

27. Do you have a target date you would like to begin operating by, should this license be approved by OLCC?

Yes
2026-06-01

28. Will your facility produce malt beverage for others?

No

29. With this license type, you would be eligible to apply for the {Responsible Vendor Program|https://www.oregon.gov/olcc/lic/Pages/responsible_vendor_program.aspx}.
You can apply to this program after you are licensed or you can add it to this application by selecting the RVP endorsement in the "Getting Started Step" of this application.

    Are you aware of the Responsible Vendor Program?

    No

30. Please review the {Brewery and Brewery-Public House|https://www.oregon.gov/olcc/lic/Docs/BP-vs-BRW.pdf} license comparison chart.

    Please list the name of the applicant who has read the document.

    Nate Yovu

31. Do you plan to distribute more than 7,500 barrels of malt beverages to an OLCC retail licensee? If you plan on using a distributor -check no

    No

32. Do you plan to distribute malt beverages produced by others? If you plan on using a distributor -check no

    No

33. Will you be serving distilled spirits by the glass for consumption on the premises?

    If yes - Once you have finished this application, you will ALSO need to apply for a Full On-Premises, Commercial license at this premises.

    No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
TTB Brewer's Notice	Beaver B Dam Brewers	

	Notice.pdf
Business Information Form	OLCC Business Information Form.pdf
Floor Plan - Liquor	Untitled_Artwork.pdf
Local Government Recommendation (LGR)	Local Government recommendation.pdf

APPLICANT

Nathan Yovu

DECLARATION

☑ I affirm that all my answers are true and complete. I also understand that OLCC may deny my application if my answers are found to be incorrect.

By checking this box, I affirm that all information submitted is true and correct to the best of my knowledge.

I have reviewed all information submitted as part of the application including, but not limited to, information regarding business operation, residence information, and financial involvement in the business. All information submitted is true and correct to the best of my knowledge.

Data Use Agreement
By checking the box below, Licensee acknowledges that the Oregon Liquor and Cannabis Commission (OLCC) owns all data entered into the Cannabis and Alcohol Management Program (CAMP) and has full rights to its use and dissemination, subject to existing law and current OLCC rules. Except for information exempt under Oregon law, information collected from Licensee, including through CAMP, is subject to Oregon Public Records Law, including ORS 192.410 to 192.505 and the provisions for the custody and maintenance of public records, ORS 192.005 to 192.170.

OREGON LIQUOR & CANNABIS COMMISSION

BUSINESS INFORMATION – LIQUOR LICENSE

Applicant Name	Beaver B Dam LLC
Trade Name	Yovu Beer
Premises Street Address	14214 FIR ST Unit H Oregon City, OR 97045
License Type	Brewery

Business Contact	Nate Yovu
Mailing Address	[redacted]
Phone Number	718 344-4845
Email Address	nate@yovubeer.com

Operating Hours

Day of Week	Open Time	Closed Time	Seasonal Variation	Explanation
Wednesday	4pm	9pm	Yes ☐	
Thursday	4pm	9pm		
Friday	4pm	9pm		
Saturday	1pm	9pm		
Sunday	1pm	8pm		

☐ Not open to the public or by appointment only

Seating

Restaurant Seating: yes 20 Outdoor Seating: _____ Other Seating: _____

☑ No On-Premises Consumption

ENTERTAINMENT

Check all that apply:

- ☐ Live Music
- ☐ Recorded Music
- ☐ DJ Music
- ☐ Dancing
- ☐ Karaoke
- ☐ Coin-operated Games
- ☐ Social Gaming
- ☐ Pool Tables
- ☐ Video Lottery Machines
- ☐ Nude Dancing
- ☐ Live Entertainment
- ☐ Minor Entertainers
- ☐ Minor Entertainers in an Area Prohibited to Minors
  **Need prior OLCC approval
- ☐ Other:

625 Center Street
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503-657-0891

CITY OF OREGON CITY

Staff Report

To:	City Commission	**Agenda Date:**	June 17, 2026
From:	Greg Williams, Library Director		

SUBJECT:
Item 7.g. - Elimination of Library Overdue Fines

STAFF RECOMMENDATION:
Approve the Library Board's recommendation to eliminate overdue fines at the Oregon City Public Library and waive outstanding overdue fine balances on Oregon City Public Library patron accounts.

EXECUTIVE SUMMARY:
As a follow-up to the discussion at the June 9th, 2026 City Commission work session, staff are seeking formal City Commission approval to implement the Library Board's recommendation that the Oregon City Public Library 1) discontinue charging fines on overdue library materials, and 2) waive outstanding overdue fine balances on Oregon City Public Library patron accounts.

BACKGROUND:
Note: the following recommendations and discussion pertain only to overdue fines, namely the daily charges (typically $0.10/day) assessed when borrowed library materials are not returned or renewed by the due date; no changes in the assessment or collection of any other library fees, including those pertaining to lost, damaged, or stolen materials, are desired or recommended.

At their February 25, 2026 meeting, the Oregon City Library Board unanimously voted to recommend to the City Commission that the Oregon City Public Library 1) eliminate overdue fines on library materials, and 2) waive outstanding overdue fine balances on Oregon City library patron accounts. The proposal is strongly supported by the Library Director and Library staff.

The estimated financial impact of these proposals is relatively minor:

RECOMMENDATION	FINANCIAL IMPACT	FREQUENCY
1) Eliminate overdue fines on library materials.	Approx. $6,500 (anticipated to decline in future years)	Annual
2) Waive outstanding overdue fine balances on OC patron accounts	Approx. $24,000	One-time

The elimination of overdue fine revenue would have no negative patron service reductions or impacts; beginning in FY 23/24, overdue fine revenue has not been included in the Library Fund budget, and the reduction in overdue fine collection will not result in any reduction to library materials, staff, programs, or services. In addition, the actual financial impact of waiving outstanding fine balances will likely be less than $24,000; public libraries (Oregon City Public Library included) do not routinely collect 100% of outstanding overdue fine receivables, and (per LINCC policy and County record retention schedules) after 3 years with no activity on a patron account, many unpaid bills are purged from the shared Integrated Library System (ILS).

As discussed at the June 9, 2026 work session, the Library Board believes that the continued collection of overdue fines is inconsistent with the City Commission priorities, inconsistent with existing City policy, and inconsistent with the purpose and goals of the Oregon City Public Library. In addition, the Library Board also believes that eliminating fines will better align the Oregon City Public Library with national, state, and regional library practices, and will improve the overall library experience for both patrons and staff.

At the June 9th, 2026 City Commission work session, Library Board Chair Cynthia Andrews, Library Director Greg Williams, and Library Operations Manager Denise Butcher presented the details of the Library Board's recommendations to the City Commission and answered Commission questions. The City Commission expressed consensus support for the Library Board's recommendation, with direction to bring the proposal to a subsequent regular meeting for formal action by the City Commission.

If approved, Library staff will work closely with Clackamas County's LINCC Library Support Services office to make necessary configuration changes to the shared Integrated Library System (ILS) to eliminate overdue fines and waive overdue fine balances. Library staff will also work with the City's Communications staff to publicize the change to our patrons. Staff intend to implement these changes as quickly as is practical and feasible, with complete implementation anticipated no later than Fall, 2026.

An abridged version of the Library Board's full June 9, 2026 work session presentation has been included with this staff report.

OPTIONS:

1. Approve the Library Board's recommendation to eliminate overdue fines at the Oregon City Public Library and waive outstanding overdue fine balances on Oregon City Public Library patron accounts.
2. Deny the Library Board's proposal and provide the Library Board and Library staff with alternate direction.

BUDGET IMPACT:

Amount	$6,500 (est) annual / $24,000 (est) one-time
Fiscal Year(s):	FY 25/26
Funding Source(s):	Library approved budget

Included in Approved Budget:	Yes (Overdue fine revenue has not been included in Library operating budget since BY 23/25)

LIBRARY OVERDUE FINES

Recommendation by the Oregon City Library Board to the City Commission

June 17, 2026



Definitions

- **Overdue fines** only refer to fines assessed when materials are not renewed or returned by the due date (typically $0.10/day).







Definitions

- Overdue fines do not include charges for materials that are:

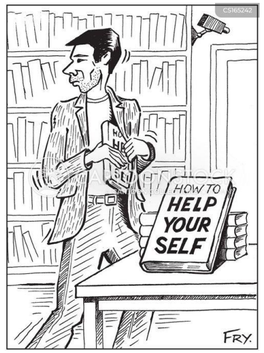
Damaged



Lost



Stolen *



**The Library works with OCPD to investigate and press charges in cases of theft.*

No changes to any of these charges are being proposed.



Library Board Recommendations

RECOMMENDATION	FINANCIAL IMPACT (amount/frequency)
#1) Eliminate overdue fines on Library materials.	Approx. **$6,500 / year** (declining in future)
#2) Waive outstanding overdue fine balances on OC patron accounts.	Approx. **$24,000 / one-time**

If approved, anticipated implementation date for both recommendations is Fall, 2026



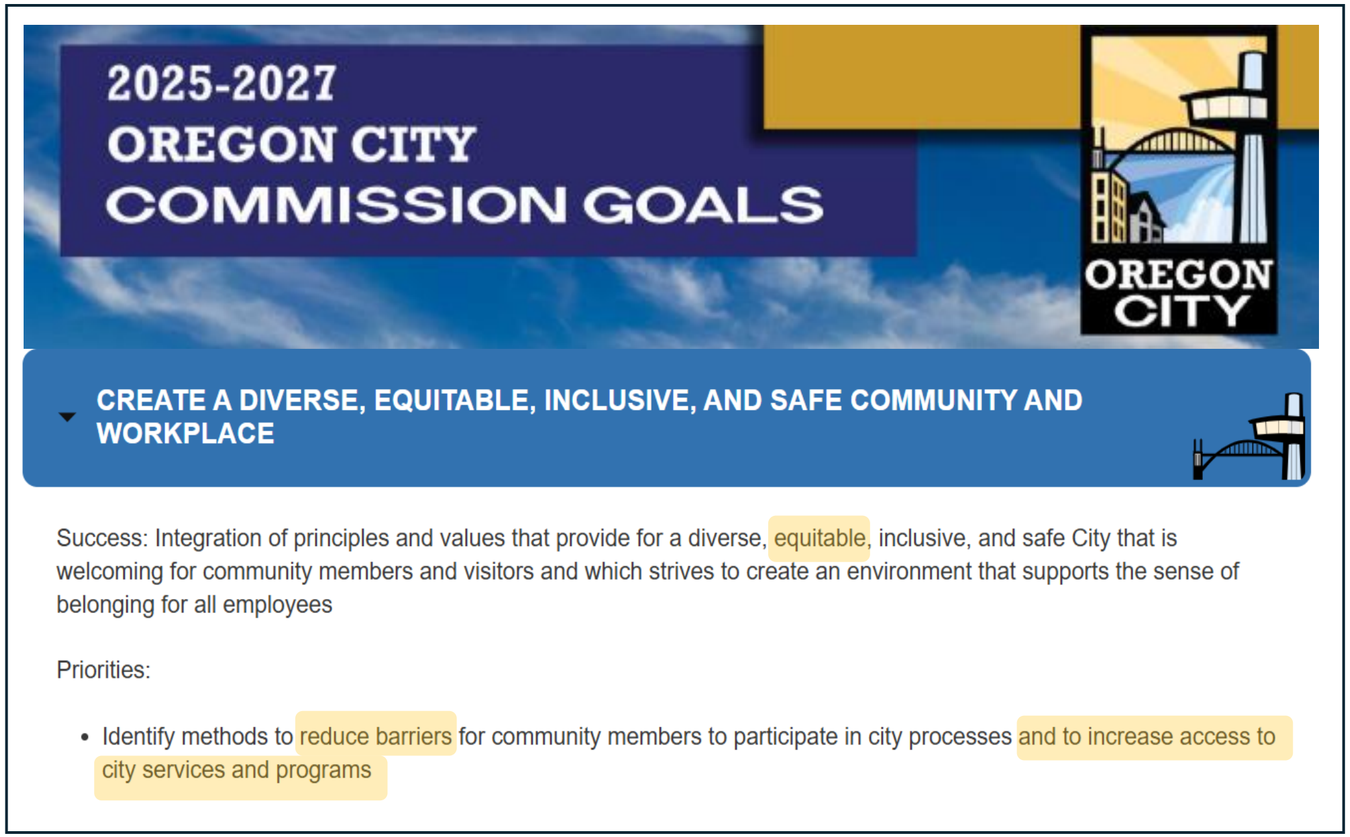
Library Board Recommendations

Why is the Library Board recommending eliminating overdue fines?

1. **Directly supports City Commission access and equity goals.**
2. **Improves consistency with existing City policy.**
3. **Better alignment with statewide public library practices.**
4. **Minimal financial impact.**
5. **Better overall Library experience for our community.**



#1) Supports Commission Access and Equity Goals





#2) Improves consistency with existing City policy

- Per City Policy, departmental fees are intended to reimburse the City for costs incurred in providing specific services.

- Overdue fines are not related to any Library expenditure or cost (Historically, their purpose has been to incentivize specific behavior).

Management Policy 3-29
July 1, 2025

REIMBURSABLE COSTS FOR MISCELLANEOUS CITY SERVICES

PURPOSE

The purpose of this policy is to provide for a biennial examination of miscellaneous City services offered, requested or required by specific individuals, organizations, businesses, etc., and to establish a uniform schedule of fees for the reimbursement of the costs of those services.

APPLICABILITY

This policy is applicable to all persons requesting or requiring these miscellaneous City services and to all City departments providing the requested or required services.

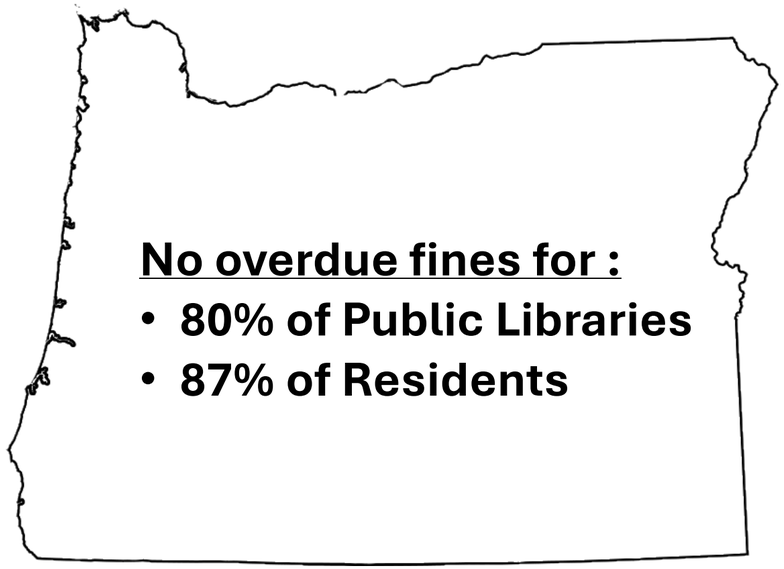
IN GENERAL

This policy requires each department to set fees for certain miscellaneous City services not specifically regulated by Oregon State Statutes, City Charter, City Code, City Ordinance or City Resolution, at a rate that covers the actual cost to the City, and to review those costs at least on a biennial basis.



#3) Better alignment with statewide public library practices

- Most public libraries in Oregon no longer charge overdue fines





OR Libraries still charging overdue fines

Library Name	Population	City	District or cooperative membership
Happy Valley Public Library	62,066	Happy Valley	LINCC
Oregon City Public Library	61,065	Oregon City	LINCC
Sandy Public Library	33,928	Sandy	LINCC
Clackamas County - Oak Lodge Public Library	31,871	Oak Grove	LINCC
Hermiston Public Library	28,129	Hermiston	UCSLD
Ontario Library District	26,259	Ontario	
Canby Public Library	25,462	Canby	LINCC
Pendleton Public Library	22,164	Pendleton	UCSLD
Gladstone Public Library	21,543	Gladstone	LINCC
Silver Falls Library District	20,628	Silverton	CCRLS
The Dalles-Wasco County Library	20,599	The Dalles	WCLSD
Lebanon Public Library	19,936	Lebanon	
Estacada Public Library	19,880	Estacada	LINCC
Baker County Library District	16,746	Baker City	
Cottage Grove Public Library	10,879	Cottage Grove	
Astoria Public Library	10,131	Astoria	
C. Giles Hunt Memorial Library	8,679	Sutherlin	
Lake County Library District	8,221	Lakeview	
Junction City Public Library	7,410	Junction City	
Seaside Public Library	7,268	Seaside	
Lower Umpqua Library District	6,371	Reedsport	
Winston Public Library	5,666	Winston	
Union Carnegie Public Library	4,316	Union	
Amity Public Library	4,077	Amity	CCRLS
Nyssa Public Library	3,290	Nyssa	
Oakridge Public Library	3,167	Oakridge	
Stanfield Public Library	2,839	Stanfield	UCSLD
Vernonia Public Library	2,433	Vernonia	
Emma Humphrey Library	1,870	Vale	
Brownsville Community Library	1,830	Brownsville	
Yoncalla Public Library	1,086	Yoncalla	
North Powder City Library	812	North Powder	
Helix Public Library	418	Helix	UCSLD

#4) Minimal Financial Impact

FISCAL YEAR	OVERDUE FINES COLLECTED
FY 22-23	$15,104
FY 23-24	$12,326
FY 24-25	$9,075
FY 25-26	***$6,500 (est)***

- Overdue fine revenue will likely continue to decline in the future due to various factors (more usage of eBooks, planned LINCC-wide automatic renewals, better patron due date communications, empowering staff to reduce barriers, etc…).

- Since BY 23/25, overdue fine revenue has not been included in Library operating budget (overdue fine elimination will have no negative service impacts).



- For the proposed one-time $24,000 waiver, it is unlikely that the full amount would be collected before historical records are purged (after 3 years of no activity, per LINCC policy and County retention schedule)

#5) Better overall Library experience for our community

“Some of our patrons will think that one simple transgression such as returning materials a few days late leaves you embarrassed and financially culpable. Who would want to return to such a place?” (Kohn, 2015)



- The Library’s reputation as a welcoming, accessible community space is harmed by the association with overdue fines.
- Staff time and energy expended in dealing with overdue fines and negative interactions could be better spent on supporting patrons and addressing their needs.
- The community goodwill lost through negative interactions over overdue fines is far more valuable than the small amount of revenue received.



625 Center Street
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CITY OF OREGON CITY

Staff Report

To:	City Commission	**Agenda Date:**	June 17, 2026
From:	Greg Williams, Library Director		

SUBJECT:
Item 7.h. - Nomination of Bill Carton to Library District Advisory Committee (LDAC)

STAFF RECOMMENDATION:
Nominate Bill Carton to serve as the Oregon City representative to the Clackamas County Library District Advisory Committee for the duration of his service on the Oregon City Library Board.

EXECUTIVE SUMMARY:
David Goldberg, who previously served as Oregon City's representative to the Library District Advisory Committee (LDAC), recently resigned from the Library Board. The Library Board is recommending that the City Commission nominate current Library Board Vice Chair Bill Carton to be Oregon City's new LDAC representative.

BACKGROUND:
The Clackamas County Library District Advisory Committee (LDAC) serves as an advisory body to the Clackamas Board of County Commissioners, in their role as the governing body of the Library District of Clackamas County ("District Board"). Per Ballot Measure 3-310 (which approved the creation of the Clackamas County Library District, attached), representatives to LDAC are to be drawn from local Library Boards. Per the Cooperative Intergovernmental Agreement Between The Library District Of Clackamas County And Member Cities ("Library District IGA", attached), the District Board "shall appoint the individual nominated by the Library City governing body to fill the service area's representative seat." Per LDAC's bylaws (attached), the term of office for a City's LDAC representative shall be determined by the City.

David Goldberg, who previously served as the City's LDAC representative, recently moved out of the Oregon City Library Service Area and resigned his position on the Oregon City Library Board. At their May 27, 2026 meeting, the Oregon City Library Board formally and unanimously recommended the City Commission nominate Bill Carton to fill the current LDAC vacancy.

Upon approval by the City Commission, the Library Director will forward Mr. Carton's nomination as Oregon City's LDAC representative to Clackamas County for official appointment by the District Board, with his term of service as LDAC representative to continue for the duration of his service on the Oregon City Library Board.

OPTIONS:

1. Nominate Bill Carton to serve as the Oregon City representative to the Clackamas County Library District Advisory Committee for the duration of his service on the Oregon City Library Board.
2. Nominate Bill Carton to serve as the Oregon City representative to the Clackamas County Library District Advisory Committee, with an alternate term of service.
3. Do not nominate Bill Carton to serve as the Oregon City representative to the Clackamas County Library District Advisory Committee, and provide further direction.

BUDGET IMPACT:

Amount	$0.00
Fiscal Year(s):	n/a
Funding Source(s):	n/a
Included in Approved Budget:	n/a

625 Center Street | Oregon City OR 97045
Ph (503) 657-0891 | Fax (503) 657-7026

Board/Commission/Committee Appointment Recommendation Ranking Form

Date of interviews/Board discussion: May 27, 2026

Position: Representative to Clackamas County Library District Advisory Committee (LDAC)

Name of person completing this form: Greg Williams, Library Director (on behalf of the Oregon City Library Board)

Please rank candidates from your top recommended candidate (#1) to your least recommended candidate (#5). Note that the rankings will be forwarded to the City Commission for consideration.

1. Bill Carton
2. _____
3. _____
4. _____
5. _____

Additional Comments/Notes: Per Ballot Measure 3-310, each City's representative to LDAC is to be drawn from the local Library Board. Per the Library District IGA, the Board of County Commissioners (acting as Library District Board) "shall appoint the individual nominated by the Library City governing body to fill the service area's representative seat." Per LDAC bylaws, the term of service for an LDAC representative is determined by the City.

Measure 3-310

Ballot Title

ESTABLISH A COUNTYWIDE LIBRARY SERVICE DISTRICT IN CLACKAMAS COUNTY

QUESTION: Shall District be formed for countywide libraries to restore hours and retain services; $0.3974 per $1000 assessed value beginning FY2009?

SUMMARY: If approved, the "Library Service District of Clackamas County" ("Library District") would be formed. Its territory would be countywide, exempting the cities of Damascus, Johnson City, and that portion of Tualatin within Clackamas County. Creation of the Library District would do the following:

- Provide permanent and dedicated library funding;
- Allow libraries to make basic repairs and library improvements;
- Restore all libraries' ability in the Library District to purchase more books and materials; and
- Prevent reductions in services and closure of some city libraries.

Declining federal funding to counties creates a shortfall for local programs, including libraries. The creation of a Library Service District would ensure a dedicated long-term funding source for library services, allowing libraries to retain educational resources and programs.

The Library District would be governed by the Board of County Commissioners and advised by an independent citizen committee. All of the monies shall be spent on library operations and services. An annual audit is available to the public.

Explanatory Statement

If approved, the "Library Service District of Clackamas County" ("Library District") would be formed. Its territory would be countywide, exempting the cities of Damascus, Johnson City, and that portion of Tualatin within Clackamas County.

Current Library Services

The libraries of Clackamas County currently work together to provide important community services, including:

- ***Educating youth:*** Public libraries shoulder a greater proportion of this role today as school library budgets are cut.
- ***Fostering literacy:*** Libraries support literacy education efforts by providing teaching resources and space for tutoring.
- ***Providing information and referral services:*** Libraries provide information in areas of personal interest, research, business development, or to support recreational interests.
- ***Serving pre-school children:*** Libraries provide educational opportunities by supplying rotating collections of books to pre-school centers, holding weekly story hours and craft events and special programs directed at pre-school children.
- ***Serving the elderly and home-bound:*** Libraries provide rotating collections housed in retirement centers and direct loan service to home-bound, and provide large print and audio books.
- ***Providing cultural opportunities:*** Artistic, musical, and cultural experiences are held at libraries usually without fee and libraries in Clackamas County provide "Cultural Passes" so that patrons can take their children to museums and gardens free of charge.

This work is currently supported by annual payments from the County general fund to supplement city libraries and provide funding for County operation of three libraries serving unincorporated residents. The County also funds the Library Network allowing the libraries to connect electronically, share their collections and work together to more efficiently provide library services.

Rationale for Proposal

However, declining federal funding to counties, including Clackamas County, has created a shortfall for local programs, including libraries. Clackamas County can no longer provide supplemental funding to city libraries or operate the three existing county libraries. The county has announced that, barring new funding, the three county libraries will close on June 30, 2009, and county-provided supplemental funding to city libraries will be reduced by 20% per year for the next five years, ending completely in 2014.

What the New District Would Provide

The creation of a Library District would ensure a stable, dedicated, and long-term funding source for library services, allowing libraries to retain their educational resources and programs. The Library District would implement a permanent rate of $0.3974 per $1,000 assessed value to exclusively fund library services. A home assessed at $200,000 would pay approximately $79.48 per year. This dedicated funding would allow the libraries in Clackamas County to stay open and continue their programs.

District Governance

The Library District would be governed by the Board of County Commissioners and advised by an independent citizen committee representing each library in the District. Each of these libraries would be required to ensure representation of both city and unincorporated residents on their local library board, whose designated member will then serve and represent their library on the District Advisory Board. An annual audit of District finances would be conducted and made available to the public.

(This information furnished by Christopher B. Storey, Assistant County Counsel.)

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY
AND
MEMBER CITIES

THIS COOPERATIVE INTERGOVERNMENTAL AGREEMENT (this "Agreement"), is entered into this ____ day of _____, 2009, by and between the Library District of Clackamas County (the "District") a county service district formed under ORS Chapter 451, and each of the Cities of Barlow, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Rivergrove, Sandy, West Linn, and Wilsonville (each, a "City" and collectively, the "Cities").

WHEREAS, voters approved formation of the District to provide financial support to the library service providers of Clackamas County (the "Library Cities"); and

WHEREAS, the Parties desire to work in a cooperative manner to support and provide library services to their residents; and

WHEREAS, many of the Cities participate in the Clackamas County-supported Library Network of Clackamas County, which is discussed in an intergovernmental agreement by and between the participating Cities and Clackamas County; and

WHEREAS, the Cities desire funding by the District and to provide the levels of service described herein;

NOW, THEREFORE, the District and Cities each covenant and agree to the following:

Section 1 Obligations of the District

1.1 District Board. The Board of County Commissioners acting under the provisions of ORS 451 is the governing body of the District and shall be known as the District Board.

1.2 District Advisory Committee. The District Board shall organize and appoint a District Advisory Committee consisting of one nominee from each Library City consistent with the policies and procedures of Clackamas County and/or the District for advisory committees. The District Board shall appoint the individual nominated by the Library City governing body to fill the service area's representative seat. The District Advisory Committee shall be responsible for meeting at least annually to consider: (i) the evaluation reports of participating libraries as submitted pursuant to Section 2.3, (ii) any proposed changes to this Agreement pursuant to the amendment process described in Section 3.3, and (iii) any impact of the annexation or withdrawal of territory from the District pursuant to Sections 3.4 and 3.5 hereof.

Library District Bylaws

Article I. Name

This organization shall be known as the Library District Advisory Committee (LDAC).

Article II. Purpose

As the recognized advisory board to the Clackamas County Library District Board the LDAC adopts the following purposes consistent with the policies and procedures of Clackamas County and/or the District for Advisory Committees: (IGA Section 1.2)

Section 1. To consider the evaluation reports of district libraries. (Section 2.3)

Section 2. To consider any proposed changes to the Intergovernmental Agreement (IGA) establishing the District between the County and member Cities. (Section 3.3)

Section 3. To consider any impact of the annexation or withdrawal of territory from the District. (Section 3.4 and 3.5)

Section 4. After consideration of changes to the District, to review service area maps and the distribution formula and to recommend any amendments to the IGA adjusting to such changes.

Section 5. To determine whether a newly-incorporated city qualifies as a service provider and to what extent the formula should be adjusted to allow for a distribution to such new service provider.

Article III. Membership

Section 1. The voting membership of LDAC shall consist of one representative or alternate nominated by the Library Service Provider and appointed by the District Board. The term of office shall be determined by the Provider.

Section 2. Non-voting participants may include the Network Manager and the chair of the Director's Group (DG) who act as liaisons. Non-voting participants may not hold office and may be excluded from executive session of the LDAC.

Section 3. Three consecutive unexcused absences by a Library Service Provider representative from regularly scheduled LDAC meetings will result in a request to that jurisdiction to appoint a new representative and alternate.

Article IV. Officers

Section 1. The elected officers of LDAC shall be a Chair and Vice Chair who shall be voting members of LDAC. Secretarial support shall be provided by the Network Manager's staff.

Section 2. The Chair shall establish the agenda with the assistance of the Network Manager and shall preside over meetings, select committee members and be responsible for all other business of the organization. The Vice Chair shall preside in the absence of the Chair.

Section 3. The officers shall hold office for a term of one year or until their successors are elected with the term commencing immediately after their election at the annual meeting.

Section 4. An officer may be removed for any reason by a two-thirds (2/3) vote of the LDAC representatives.

Section 5. In the event of a vacancy in the office of Chair the Vice Chair shall assume this office. A vacancy in the officer of Vice Chair shall be filled by LDAC election.

Article V. Election of Officers

Section 1. The election of officers shall be held as the first order of business following the reading of the minutes at the annual meeting.

Section 2. The officer of Chair may rotate among the representatives from the Library Service Providers.

Article VI. Meetings

Section 1. The LDAC shall meet at least annually (1.2).

Section 2. The LDAC membership may establish a meeting schedule to meet its needs.

Section 3. The District Board shall be invited to attend at least one meeting annually.

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

CITY OF OREGON CITY

Staff Report

To:	City Commission	**Agenda Date:**	June 17, 2026
From:	Dayna Webb, Public Works Director		

SUBJECT:
Item 7.i. - Amendment No. 4 to the Personal Services Agreement with Wallis Engineering for Inflow and Infiltration Program Management (CI 21-015)

STAFF RECOMMENDATION:
Authorize the City Manager to execute Amendment No. 4 to the Inflow and Infiltration Program Management Personal Services Agreement (CI 21-015) in the amount of $2,564,836.99.

EXECUTIVE SUMMARY:
Amendment No. 4 renews the City's Personal Services Agreement with Wallis Engineering for Inflow and Infiltration Program Management for Fiscal Year 2026-2027.

BACKGROUND:
On May 6, 2022, the City entered into a Personal Services Agreement (PSA) with Wallis Engineering, in the amount of $1,402,000.00, for Program Management services for the Inflow and Infiltration (I&I) Program. Through this PSA, Wallis and their subconsultants provide the following services to support the I&I Program:

- Scoping, design, and construction management services for all projects delivered by the I&I Program.
- Development and maintenance of program-wide project scoping, design, and drafting guidelines.
- Oversight of subconsultants performing specialized I&I Program Tasks (i.e. flow monitoring, hydraulic modeling, CCTV inspection, smoke testing, etc.).

The City's 2014 Sanitary Sewer Master Plan identifies I&I as a pervasive problem within older portions of the City and recommends an I&I Removal Program to address this. Prior and current budgets have allocated substantial funding to address I&I, exceeding Staff's capacity to oversee design and construction; therefore, the City has adopted a consultant-led program management approach.

Program management leverages the knowledge, experience, and staff power of the Consultant to increase City staff's capacity to deliver projects. The City has been utilizing this model to deliver the I&I Program since 2022, to substantial success.

Amendment No. 4, for a total of $2,564,836.99, covers all anticipated I&I Program

Management expenses for the 2026-2027 Fiscal Year. Primary I&I Program tasks funded by this amendment include the following:

- $648,774.80 for oversight and administration of the I&I Program.
- $317,000.00 to monitor winter 2025-2026 sewer flows and update modeling which includes $35,000.00 to support development of the Sanitary Sewer Master Plan.
- $1,599,062.19 to design and manage construction of the I&I Projects this fiscal year.

The I&I Program Annual Report also being presented during this City Commission meeting, provides more information about the program activities planned for the 2026-2027 fiscal year that this PSA amendment will support.

The City has executed three previous annual contract renewal amendments for this PSA, which are summarized below:

PSA and Amendments	Fiscal Year(s)	Total PSA Amount
Original PSA	2021-2022; 2022-2023	$1,402,000.00
Amendment #1	2023-2024	$2,977,231.08
Amendment #2	2024-2025	$2,430,071.25
Amendment #3	2025-2026	$1,963,992.90
Amendment #4	2026-2027	$2,564,836.99
Total PSA	**2022-2027**	**$11,338,132.22**

I&I project delivery schedules and ongoing activities continue to exceed Staff's capacity to effectively oversee, so I&I Program Management continues to deliver the best value to the community. The original contract price was awarded at $1,402,000.00. The net increase of Amendments No. 1 through 4 is $9,936,132.22, resulting in a contract price with amendments equal to $11,338,132.22.

The recently approved biennium budget includes adequate funding for this amendment to the I&I Program Management.

OPTIONS:

1. Approve Amendment No. 4 to the Personal Services Agreement with Wallis Engineering for Inflow and Infiltration Program Management (CI 21-015).
2. Approve Amendment No. 4 to the Personal Services Agreement with Wallis Engineering for Inflow and Infiltration Program Management (CI 21-015) with Amendments.
3. Deny Amendment No. 4 to the Personal Services Agreement with Wallis Engineering for Inflow and Infiltration Program Management (CI 21-015) and provide further direction.

BUDGET IMPACT:

Amount	$2,564,836.99
Fiscal Year(s):	2026-2027
Funding Source(s):	Sanitary Sewer Fund
Included in Approved Budget:	Yes

CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT

INFLOW / INFILTRATION PROGRAM MANAGEMENT (CI 21-015)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **WALLIS ENGINEERING, PLLC** ("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 shall be from the date the contract is fully executed until **June 30, 2023**, unless sooner terminated pursuant to provisions set forth below. However, such expiration 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 **one million, four hundred and two thousand dollars and no cents ($1,402,000.00).**

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. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

6. 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.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. 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
13895 Fir Street
Oregon City, OR 97045
Attention: John M. Lewis

To Consultant:

Wallis Engineering, PLLC
215 W. 4th Street, Suite 200
Vancouver, WA 98660
Attention: Jane Vail, PE

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

8. 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 _____ day of _____, 20____.

CITY OF OREGON CITY

By: _____
John M. Lewis, P.E.
Title: Public Works Director

DATED: 5-5, 2022

By: _____
Anthony J. Konkol III
Title: City Manager

DATED: May 4, 2022

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

WALLIS ENGINEERING, PLLC

By: Jane Vail

Digitally signed by Jane Vail
DN: CN=Jane Vail, dnQualifier=A01410D0000017EEB6E16D8000E4933, O=Wallis Engineering PLLC, C=US
Location: Wallis Engineering
Reason: I have reviewed this document
Contact Info: jane.vail@walliseng.net
Date: 2022.05.06 10:45:27-07'00'

Name: Jane Vail

Title: Principal Engineer

DATED: May 6, 2022

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: May 4, 2022

\\depot\Departments\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 21-015 I&I Program Management\CONSULTANT\Contract\Contract Agreement V2.docx

PROJECT DESCRIPTION

The City of Oregon City is seeking a comprehensive Inflow/Infiltration Program Management Team that can deliver a complete program in a highly efficient and effective manner.

SCOPE OF WORK

Under this master agreement Wallis Engineering will manage and deliver a 15-month pilot program for the City of Oregon City's I/I Reduction Program. This master service agreement will provide budget to deliver the following minimum tasks:

- Program Management Plan
- Public Outreach Plan
- Condition Assessment of Basin 8 (McLoughlin Basin), and a recommended approach to sub-basin for moving forward
- Develop Rehabilitation Guidelines and Specifications
- Providing the design, bid documents, bidding assistance, and construction services of Basin 8
- CCTV inspection services of remaining sub-basins in Basin 8, including scheduling and contract management
- Flow monitoring services to collect post-construction flow data and provide analysis report of Basin 8
- Flow monitoring services to collect post-construction flow data and provide analysis report of the Basin 10 (Rivercrest Basin) Project
- Assist with the I/I Private Lateral Policy Adoption

Individual work orders will be generated to complete the pilot program elements within the agreed upon budget. These work orders will be submitted to the City for approval prior to work being done.

Should the City elect to extend the contract beyond the pilot program, a supplement to this master agreement will be submitted.

COST OF SERVICES

The engineering fee to provide the services as described above is a not-to-exceed amount of $1,402,000.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until June 30, 2023.

GENERAL SCOPE OF PROJECT

Wallis Engineering requests approval of Work Order No. 1 for Program Administration and Program Management Services. This work order will provide program administration and management services for the first 15 months of City of Oregon City's I/I Reduction Program, hereinafter referred to as the Pilot Program. Following a determination of specific project improvements, additional work orders may be issued for design and construction phase services for specific projects.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in this work order's scope of work. Consultants anticipated for this work order are listed below, with the project responsibilities which they will complete.

Consultant	*Responsibilities*
Wallis Engineering (Wallis)	Program Management and Project Engineering
Leeway Engineering (Leeway)	Project Engineering
Brown and Caldwell (BC)	Project Engineering
Keller Associates (Keller)	Project Engineering
Jeanne Lawson & Associates (JLA)	Public Involvement

SPECIFIC SCOPE OF WORK

TASK 1 – PROGRAM ADMINISTRATION

Wallis Engineering (Wallis) will administer the City's I/I Reduction Pilot Program, ensuring all tasks are on schedule and within budget, coordinating and managing the project team, and ensuring the City is fully informed of program progress.

Subtask 1.1 Administration

As program administrator, Wallis will schedule and lead program meetings, manage the schedule, track program budget and expenditures, ensure quality assurance and control, maintain accurate records, contract with subconsultants, and oversee completion of all work within the program.

Subtask 1.2 Kickoff Meeting

At the start of the program, Wallis will organize, lead, and attend a virtual kickoff meeting with City staff and key team members. At this meeting we will define the program goals, review the Pilot Program's scope of work and confirm assumptions in the program management plan including team member roles and responsibilities, communication protocols, schedule and proposed deliverables, key stakeholders, and critical path elements.

Subtask 1.3 Program Meetings

Our program manager will lead a series of program meetings throughout the duration of the Pilot Program with City staff and key team members.

On a monthly basis, the program manager will lead a virtual monthly program meeting with the City's project manager and primary team members who are actively working on tasks. At this meeting, we will review the Pilot Program schedule and anticipated deliverables, provide an update on the program budget, identify and discuss critical path items, and discuss any outstanding decisions.

On a bi-weekly basis, the program manager will hold a virtual check-in meeting with the City's project manager to provide an update of progress.

On a weekly basis, the program manager will check in with primary team members to discuss progress, issues requiring attention, and outstanding items still needing resolution.

Early in the Pilot Program schedule, we will conduct a Maintenance Coordination Meeting with maintenance personnel to identify SSO locations, known manhole problems, maintenance challenges, and known basement sump locations.

In conjunction with the annual report to the City, the program manager will lead a lessons learned meeting between the City project manager and key team members. At this meeting, we will discuss challenges encountered during the program and will include discussion of any revisions to the program.

Subtask 1.4 Monthly Reports and Invoicing

Wallis Engineering will track and complete monthly reports and invoices, submitting them to the City for review. Each monthly report will include the following information:

- Summary of the work accomplished to date, including a statement on the overall Program budget and schedule.
- Cost summary detailed out by task and subtask, including percent of task complete and dollar value this month and to date, and the percent and dollar value of the total Program completed.
- A summary of the Public Outreach Work and Communications completed that month.
- Elements of budget and schedule risk, along with mitigation strategies.
- Summary of any unanticipated events, and how issues are being resolved. This shall include any adjustments to the schedule for the Program as well as Program costs.
- Data for each construction project in progress including:
    - Progress pay estimate values
    - Budget balances
    - Total construction budget summaries
- Monthly invoice with format that meets with City approval.

Subtask 1.5 Annual Report

Wallis will complete annual reporting, submitting a Program Annual Report at least one month prior to the end of the calendar year. The annual report will include the following:

- Full and final accounting of all expenditures by program management and by project.
- A description of work accomplished.
- A description of the work anticipated in the upcoming year, including scope/schedule/budget.
- Data on success indicators of the Program.

- General summary of the results of flow monitoring after completion of the projects, including comparison of flowrates of before and after projects are completed in each basin. The Sanitary Sewer Master Plan will be referenced for collected flowrate data.

Task 1 Assumptions:

- Project administration assumed through June 2023
- Program meetings assumed to be virtual
- Bi-weekly program meetings budgeted for 15 months. (Total of 32 meetings)
- Subconsultants have assumed the following allocations of time for Task 1

Firm	Task 1.1 hours	Task 1.2 hours	Task 1.3 hours	Task 1.4 hours
Leeway	4	2	41	34
BC	4	2	8	9
Keller	4	2	14	2
JLA	4	2	12	

- Kickoff meeting will be in person and attended by staff from the following firms:
    - Wallis, JLA, Leeway, BC, Keller

Task 1 Deliverables:

- Agenda and minutes for: kickoff meeting, maintenance coordination meeting, master plan coordination meeting, and annual lessons learned meeting
- Monthly meeting agenda and minutes
- Biweekly meeting minutes (as needed)
- Monthly reports and invoices (15 assumed)
- Annual Report

TASK 2 – PROGRAM MANAGEMENT

Wallis Engineering will manage the program schedule, budget, and quality for all project elements comprising the overall program. Management of the Pilot Program will consist of formulating a program management plan, managing public outreach, and assisting with adoption of the private lateral and downspout disconnection programs.

The Program Manager will provide leadership and resources to manage and facilitate the work of the teams formed to complete each project. The Program Manager will be responsible for reviewing/approving project plans for conformance with the program strategy, plan, schedule, and all other applicable specifications, codes, and standards. The Program Manager will function as a liaison for transfer of information between project management teams, and City leadership, and will conduct periodic briefings/status updates. The following specific task elements will be completed:

Subtask 2.1 Program Management Plan

Wallis Engineering shall develop a program management plan (PMP) that will be reviewed and approved by the City. A draft plan shall be shared with the City to discuss at the kickoff meeting. The plan will include the following:

- Program Objectives
- Team Structure and Responsibilities
- Financial Management Protocols
- Decision Making Protocols
- Communication and Coordination Protocols
- Overall Schedule and Task Schedules
- Project Development and Scoping
- Quality Assurance Plan

Leeway Engineering to provide support to project scheduling and project development aspects of the PMP.

Subtask 2.2 Public Outreach

JLA will prepare a general public outreach plan that can be used for each project of the program. This shall include methods of outreach, key messaging, and timing. JLA, with support from Wallis Engineering, will create general flyers that can be shared with the project areas during each project and placed on the City website. These flyers will include information about what the City is doing, why it is being done, what the homeowner will experience, etc. Working alongside the City's Communications Coordinator, JLA, working closely with Wallis Engineering, will prepare a draft Public Outreach Program Plan (POPP) immediately following the kickoff meeting.

The draft POPP will focus on the work needed to share information with the community, and will describe the outreach methods, messaging, and implementation for investigation work, downspout disconnection policy, and construction. A detailed approach to informing, managing, and addressing citizen concerns about the private lateral policy will be included in a separate work order.

JLA will also support implementation of the private commercial inflow reduction project with communication to commercial owners regarding any unlawful connections and recommendations.

Project outreach flyers will include the following:

- Project Factsheet
- CCTV
- Smoke Testing
- Pipe and Manhole inspections on private property
- Construction (CIPP, Pipe Bursting, and Open Cut Methods)
- Downspout Disconnection
- Private Commercial Catch Basin Reconnection

Subtask 2.3 Rehabilitation Guidelines and Specifications

Wallis Engineering will create rehabilitation guidelines that will be reviewed and approved by the City. The draft guidelines will be reviewed and discussed with key team members from Leeway Engineering, Brown and Caldwell, and Keller Associates. The rehabilitation guidelines will provide clear guidance for which rehabilitation method will be used for each type of condition or deficiency noted during condition assessment, and will describe the limits of the work for projects with and without private laterals.

Wallis will also develop boilerplate special provisions for each type of rehabilitation that will be used during the program. Special provisions will be based upon the 2021 Oregon Standard Specifications for Construction, and will include revisions to Sections 411, 412, 413 and 445. New Section 408 for lateral

lining will be developed and detailed updates to Section 490 for manhole rehabilitation will be included as well. Key team members from Leeway Engineering, Brown and Caldwell and Keller Associates will provide comment and input on these special provisions prior to submittal to the City for review and comment.

We will submit the draft guidelines and boilerplate special provisions to City public works and maintenance personnel for review and comment. After incorporating City input, both documents will be used for project development and contract document use.

Subtask 2.4 Lateral and Downspout Disconnection Policies

Wallis Engineering and Leeway Engineering will assist City staff in finalizing the private property I/I source removal policy and downspout disconnection policy. This approach will start with an initial meeting to closely review policy language and City goals, and to discuss the implications of each policy element. The project team will review the draft policy, provide recommendations to the policy, prepare for and present at up to three City Commission meetings, four neighborhood association meetings, and develop one public education letter to residents. Wallis Engineering will prepare responses to technical questions submitted by the public. The objective of the City Commission meetings is to adopt the policy, which may include establishing a fee for property owners for reducing I/I from the private-side laterals.

Subtask 2.5 Downspout Disconnection

Upon adoption of the downspout disconnection policy, Wallis Engineering and JLA will implement the downspout disconnection project. This includes public outreach, educating the public of the disconnection policy, providing smoke test results to homeowners, and recommendations as outlined in the policy. A total of 32 downspouts were detected as potential unlawful connections to the sanitary sewer.

Subtask 2.6 Private Commercial Catch Basin Reconnection

Wallis Engineering and JLA will implement the private commercial inflow reduction project. This includes sending out notices and smoke test results to commercial owners of illegal connections and providing recommendations to properly eliminate the inflow source. About five private catch basins were detected as potential illegal connections to the sanitary sewer.

Task 2 Assumptions:

- Anticipated six public outreach flyers plus one project factsheet generated as part of Task 2.2, with one revision each.
- Distribution of flyers included for Tasks 2.5 and 2.6 only. Smoke testing results to be provided by the City.
- Anticipated two meetings to present and discuss guidelines and special provisions (anticipate attendance by Wallis, Leeway, BC, at virtual meetings).
- Assumed two revisions to guidelines and special provisions.
- Anticipated two meetings to present and discuss lateral and downspout disconnection policies (anticipate attendance by Wallis, Leeway, JLA at virtual meetings)
- Two City Commission Meetings (one for presentation of the policy and one for adoption – attendance by Wallis only)
- No presentations at community meetings anticipated at this time.
- Anticipated two revisions to the policy language.
- Lateral Policy Engineering fee schedule to be set by the City.

- Public outreach for the private lateral policy will be included in a future work order.
- Flyers will be designed by JLA with the City covering the costs of printing and postage. JLA will print and distribute all flyers to be used during canvassing outreach.
- City will review JLA's flyer content and batch the revisions when submitting them to JLA.
- An allocation of 16 hours for Wallis Engineering to respond to technical questions from residents.

Task 2 Deliverables:

- Program Management Plan
- Public Outreach Plan
- Draft and Final Rehabilitation Guidelines
- Draft and Final Boilerplate special provisions developed for the following 2021 ODOT specification sections:
    - 411, 412, 413, 418, 445, 490
- Draft and Final Private Lateral Policy
- Draft and Final Downspout Disconnection Policy
- Distribution of outreach materials for downspout disconnection and catch basin reconnection tasks for Basin 8.

TASK 3 FLOW MONITORING AND ANALYSES

Subtask 3.1 Flow Monitoring and Analysis

As a continuation of flow monitoring work done on a previous project to collect post construction data for the Basin 10 (Rivercrest Basin) project area and Basin 5 and 8 inflow disconnections completed by the City, as well as pre-construction data for Basin 8, Leeway Engineering will conduct customer training on website and/or software navigation and features, including report generation. Technical support will be provided on as-needed basis. At the end of the project, all data collected will become the property of the City.

Subtask 3.2 Basin 10, 8, and 5 Model Recalibration

Leeway Engineering will utilize the flow monitoring data to recalibrate the collection system model and reforecast peak wet-weather flows at each basin. This method will help demonstrate collection system rehabilitation effectiveness and reproject the updated basins' response to the 10-year design storm. A brief Technical Memorandum will be provided to document the results of the updated H/H model.

Task 3 Assumptions:

- Training meeting in use of web-based real-time data management tool will be virtual.
- H/H model recalibration will be performed using three appropriate wet-weather events captured by the flow monitors
- City will provide full access to the previous modeling files.

Task 3 Deliverables:

- Post-construction analysis for Basins 5 and 10
- Pre-construction analysis for Basin 8

COST OF SERVICES

Attached is the fee estimate for a detailed engineering cost.

AUTHORIZATION

City of Oregon City Authorization: _____ Date: _____

Wallis Engineering: _____ Date: _____

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GENERAL SCOPE OF PROJECT

Wallis Engineering requests approval of Work Order No. 2 for Condition Assessment and Pre-Design efforts.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in this Work Order's scope of work. Our team is listed below, with the project responsibilities which they will complete.

Consultant	*Responsibilities*
Wallis Engineering (Wallis)	**Program Management and Project Engineering**
Leeway Engineering (Leeway)	Project Engineering
Brown and Caldwell (B&C)	Project Engineering
Keller Associates (Keller)	Project Engineering
Jeanne Lawson & Associates (JLA)	Public Involvement
DKS	Traffic Engineering
Greenworks	Landscape Architecture
Pacific Habitat Services	Environmental Permitting
Geodesign/NV5	Geotechnical Engineering
GRI	Geotechnical Engineering
AIMS	Investigations
Lovett	Investigations
Pacific Int-R-Tek	Investigations
VacX	Investigations
Epic	Right of Way
CESNW	Surveying
Compass	Surveying

SPECIFIC SCOPE OF WORK

TASK 4 CONDITION ASSESSMENT FOR SEWER BASIN 8

Wallis Engineering will complete and review all investigative work necessary to complete condition assessment of Basin 8. This includes review of already-completed CCTV work by the City.

A condition assessment spreadsheet will be prepared for all mainline segments with CCTV footage within Basin 8. The spreadsheet will be used to categorize repair methodologies, prepare a preliminary cost for rehabilitation, and create a prioritized list of segments. Plan sheets will be developed for each mainline section with defects labeled using PACP standard notation and recommended corrective actions.

A prioritized list of projects will be prepared based upon 150% of the first-year budget to be moved into the first-year design package. A work order will be developed following development of the 150% project list to initiate pre-design investigative work.

Task 4 Assumptions:

- Condition assessment will be completed on pipe segments with CCTV video provided by the City. ***Length of mainline video assessment to be determined.***
- Laterals and manholes will not be assessed as part of this task, but will be reviewed as part of Task 6 of this Work Order.
- No smoke and dye testing to be included.

Task 4 Deliverables:

- Sewer condition assessment spreadsheet
- Condition assessment Plan &Profile sheets
- 150% prioritized project list

Task 4 Anticipated not to exceed budget: $100,000

TASK 5 WORK ORDER DEVELOPMENT

Consultant shall prepare scoping documents to authorize pre-design investigations work for basins identified on the 150% prioritized project list and design services required to develop construction plans.

Task 5 Anticipated not to exceed budget: $10,000

TASK 6 PRE-DESIGN INVESTIGATIONS

Wallis Engineering will authorize required surveying, potholing for conflict utilities, smoke and dye testing, CCTV investigations including lateral launching and pinning, and geotechnical investigations as required for design efforts. Wallis Engineering will perform manhole investigations as required.

Task 6 Assumptions:

- Task 6 efforts are dependent upon conditions of elements and recommended corrective actions identified on the 150% prioritized project list in Task 4.
- Establishment of right of way not included.

Task 6 Deliverables:

- Topographic survey as required.
- Lateral launch videos and surface pinning of laterals.

- Potholing reports as required.
- Smoke Testing reports as required.
- Geotechnical reports as required.
- Manhole assessment reports for the 150% prioritized list.
- Pre-construction record of surveys as needed.

Task 6 Anticipated not to exceed budget: $100,000

COST OF SERVICES

The engineering fee to provide the services as described above is estimated to be the not-to-exceed amount of $210,000.

AUTHORIZATION

City of Oregon City Authorization: _____ Date: _____

Wallis Engineering: _____ Date: _____

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GENERAL SCOPE OF PROJECT

Work Order No. 3 will include design services associated with the pilot program initial construction packages. Pilot Program construction packages estimated to be on the order of a $4M construction budget. Design approach assumes up to three separate design packages will be prepared for bidding.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in this Work Order's scope of work. Our team is listed below, with the project responsibilities which they will complete.

Consultant	*Responsibilities*
Wallis Engineering (Wallis)	**Program Management and Project Engineering**
Leeway Engineering (Leeway)	Project Engineering
Brown and Caldwell (B&C)	Project Engineering
Keller Associates (Keller)	Project Engineering
Jeanne Lawson & Associates (JLA)	Public Involvement
DKS	Traffic Engineering
Greenworks	Landscape Architecture
Pacific Habitat Services	Environmental Permitting
Geodesign/NV5	Geotechnical Engineering
GRI	Geotechnical Engineering
AIMS	Investigations
Lovett	Investigations
Pacific Int-R-Tek	Investigations
VacX	Investigations
Epic	Right of Way Services
CESNW	Surveying
Compass	Surveying

SPECIFIC SCOPE OF WORK

TASK 7 DESIGN SERVICES FOR PROJECT #1

Wallis Engineering and select subconsultants will provide deliverables, including 60%, 90%, and Final Plans, for the Pilot Program projects. Design submittal packages will include at a minimum an engineer's cost estimate, updated schedule, and applicable specifications.

Consultant shall prepare complete contract documents, including the front section of the bid document (using the City template), bid schedule, and specifications.

Design services shall include any necessary permitting. Consultant shall work with other agencies as needed to coordinate delivery of program elements that cross jurisdictional boundaries, including Clackamas County, Union Pacific Railroad, U.S. Army Corps of Engineers, Oregon Department of Environmental Quality, Oregon Department of State Lands, and Oregon Department of Fish and Wildlife.

Task 7 Assumptions:

- Pilot Program projects will not require right-of-way or easement acquisition.
- Pilot Program projects will not require extensive environmental permitting.

Task 7 Deliverables:

- Pilot Program 60%, 90% and Final PS&E.
- Applicable permit approvals.

Task 7 Anticipated not to exceed budget: $450,000

TASK 8 UTILITY COORDINATION

Wallis Engineering and select subconsultants shall identify and lead all work related to franchise utility coordination and relocation work required to ensure that all franchise utilities identified in the corridor are aware of the Pilot Program and prepared with relocation plans, if necessary. Consultant shall hold utility coordination meetings with all franchise utility providers along the corridor following the 60%, 90%, and final plans, if necessary. Contractor shall be responsible for utility relocation coordination once the project is awarded. Consultant shall be responsible for overseeing that the contractor is coordinating the necessary franchise utility work.

Task 8 Deliverables:

- Utility coordination log and contact list

Task 8 Anticipated not to exceed budget: $50,000

TASK 9 RIGHT-OF-WAY AND EASEMENT ACQUISITION SERVICES

Wallis Engineering and selected subconsultants shall provide right-of-way acquisition services as needed to acquire necessary right-of-way, permanent easements, right-of-entry, and temporary construction easements for each project. This shall include all items necessary to provide completed acquisition files to the City for execution. In the event that condemnation is necessary, the City will contract directly with an attorney for those services. It is unknown the number of permanent or temporary easements that may be necessary; that information would be determined during the Condition Assessment and Pre-Design Task.

Per Oregon City Municipal Code 13.08.125 – Right of Entry: Agents of the Public Works Department may have free access to view the inside of private sewer laterals located on private property that connect to City mains by a camera. Public Works Department staff will not enter into private property without notice and consent of the property owner. Consultant, and any construction contractors, would be working as agents of the City in this regard.

Task 9 Assumptions:

- Pilot program projects will only require right-of-entry and temporary construction easements. No permanent right of way or easement acquisition is anticipated.
- Temporary construction easements will not require legal descriptions.
- Temporary construction easements will not require appraisals or appraisal reviews.
- Owner compensation costs not included.

Task 9 Deliverables:

- Right of entries as needed
- Temporary construction easement exhibits and agreements as needed.

Task 9 Anticipated not to exceed budget: $50,000

TASK 10 BIDDING SERVICES

Wallis Engineering and selected subconsultants will conduct pre-bid meetings (as required), respond to bidder inquiries, prepare technical addenda, review bids received (including pricing), and provide Recommendation of Award Letters.

Task 10 Assumptions:

- Bidding services for up to three separate construction contracts.

Task 10 Deliverables:

- Pre-bid meeting agenda and minutes
- Addenda as required.
- Bid tabulations
- Recommendation of award letters.

Task 10 Anticipated not to exceed budget: $50,000

TASK 11 CONSTRUCTION MANAGEMENT SERVICES

Wallis Engineering and selected subconsultants shall provide all construction management services necessary to support the Program. This work shall include, but is not limited to, attending preconstruction meeting, reviewing shop drawings and material submittals, performing all necessary inspections and providing daily inspection reports, attending progress meetings, reviewing and making recommendation on contractor monthly progress payments, responding to all RFI's, conducting final walk through and punch list, and providing final asbuilt record drawings and a post-construction survey. The City shall not be responsible for any construction management services.

Task 11 Assumptions:

- Budget based upon anticipated construction packages totaling approximately $4M.

Task 11 Deliverables:

- Meeting agenda and minutes
- Daily inspection reports
- Pay estimate reviews
- RFI and submittal review
- Punch list
- As-built drawings
- Post construction record of survey

Task 11 Anticipated not to exceed budget: $300,000

COST OF SERVICES

The engineering fee to provide the services as described above is estimated to be the not-to-exceed amount of $900,000.

AUTHORIZATION

City of Oregon City Authorization: _____ Date: _____

Wallis Engineering: _____ Date: _____

P:\City of Oregon City\OC21-I I Inflow Infiltration Program Management\100 Agmt\102 Working Docs\Work Orders\Work Order 3\DRAFT Work Order #3.docx

														Subconsultants				Total
		AE	EM3	EM1	PE9	PE3	SE3	T3	A6	A4	Wallis Labor	Expenses		JLA	Leeway	BC	Keller	Cost
		$157.48	$197.11	$184.25	$178.90	$142.48	$118.91	$119.98	$115.69	$97.49								
Work Order No. 1																		
Task 1	**Program Administration**																	
1.1	Administration	15			120				75	75	$ 39,818.70			$503.00	$987.00	$845.00	$819.00	$ 42,972.70
1.2	Kickoff Meeting	2	2	2	8	2				1	$ 2,891.33			$252.00	$494.00	$423.00	$389.00	$ 4,449.33
1.3	Program Meetings		16		64	16				16	$ 18,442.88	$ 100.00	(M)	$1,447.00	$9,647.00	$1,689.00	$2,804.00	$ 34,129.88
1.4	Monthly Reports and Invoicing	4			30				30	30	$ 12,392.32			$0.00	$5,257.00	$1,515.00	$389.00	$ 19,553.32
1.5	Annual Report	2	2	2	16	2			4	8	$ 5,467.72			$0.00	$0.00	$0.00	$0.00	$ 5,467.72
	TASK 1 SUBTOTAL	**23**	**20**	**4**	**238**	**20**	**0**	**0**	**109**	**130**	**$ 79,012.95**	**$ 100.00**		**$ 2,202.00**	**$ 16,385.00**	**$ 4,472.00**	**$ 4,401.00**	**$ 106,572.95**
Task 2	**Program Management**																	
2.1	Program Management Plan	8	40		40					20	$ 18,250.04			$0.00	$4,356.00	$0.00	$0.00	$ 22,606.04
2.2	Public Outreach	20			40			40			$ 15,104.80			$18,936.00	$0.00	$0.00	$0.00	$ 34,040.80
2.3	Rehabilitation Guidelines and Specifications	8	20		20	20				8	$ 12,409.56			$0.00	$2,961.00	$2,993.00	$4,095.00	$ 22,458.56
2.4	Lateral and Downspout Disconnection Policies	20			40						$ 10,305.60	$ 100.00	(M)	$1,660.00	$3,948.00	$0.00	$0.00	$ 16,013.60
2.5	Downspout Disconnection		4		16		40		4	4	$ 9,259.96			$2,485.00	$0.00	$0.00	$0.00	$ 11,744.96
2.6	Private Commercial Catch Basin Reconnection		4		16		40		4	4	$ 9,259.96			$2,003.00	$0.00	$0.00	$0.00	$ 11,262.96
	TASK 2 SUBTOTAL	**56**	**68**	**0**	**172**	**20**	**80**	**40**	**8**	**36**	**$ 74,589.92**	**$ 100.00**		**$ 25,084.00**	**$ 11,265.00**	**$ 2,993.00**	**$ 4,095.00**	**$ 118,126.92**
Task 3	**Flow Monitoring and Analysis**																	
3.1	Flow Monitoring and Analysis	1			16						$ 3,019.88			$0.00	$37,133.00	$0.00	$0.00	$ 40,152.88
3.2	Basin 10, 8, and 5 Model Recalibration				4						$ 715.60			$0.00	$26,320.00	$0.00	$0.00	$ 27,035.60
	TASK 3 SUBTOTAL	**1**	**0**	**0**	**20**	**0**	**0**	**0**	**0**	**0**	**$ 3,735.48**	**$ -**		**$ -**	**$ 63,453.00**	**$ -**	**$ -**	**$ 67,188.48**
	WORK ORDER 1 SUBTOTAL																	**$ 291,888.35**
Work Order No. 2																		
Task 4	**Condition Assessment for Sewer Basin 8**																	**$100,000**
Task 5	**Work Order Development**																	**$10,000**
Task 6	**Pre-Design Investigations**																	**$100,000**
	WORK ORDER 2 SUBTOTAL																	**$210,000**
Work Order No. 3																		
Task 7	**Design Services for Project No. 1**																	**$450,000**
Task 8	**Utility Coordination**																	**$50,000**
Task 9	**Right-of-Way and Easement Acquisition Services**																	**$50,000**
Task 10	**Bidding Services**																	**$50,000**
Task 11	**Construction Management Services**																	**$300,000**
	WORK ORDER 3 SUBTOTAL																	**$900,000**
	Task Order Total	**80**	**88**	**4**	**430**	**40**	**80**	**40**	**117**	**166**	**$ 157,338.35**	**$ 200.00**		**$ 27,286.00**	**$ 91,103.00**	**$ 7,465.00**	**$ 8,496.00**	**$ 1,401,888.35**

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

FEE SUMMARY		
Work Order No. 1 Wallis Labor Breakdown	$	157,338.35
Wallis Expenses	$	200.00
(M) = Mileage at current IRS Rate, (P) = Printing		
Subconsultants		
JLA	$	27,286.00
Leeway	$	91,103.00
BC	$	7,465.00
Keller	$	8,496.00
NOTE: Fee includes 5% markup		
Allocations		
Work Order No 2		$210,000
Work Order No. 3		$900,000
TOTAL BUDGET	**$**	**1,401,888.35**

wallis
*engineering

RATE SCHEDULE

Rate Schedule good through December, 31, 2023

Title	Range	
Associate Engineer	$157.48	$157.48
Senior Engineer	$214.25	$214.25
Engineering Manager I - VI	$184.25	$211.04
Project Engineer I - IX	$127.48	$178.90
Staff Engineer I - IV	$106.06	$125.34
Engineering Intern I - III	$65.35	$72.84
Designer	$124.26	$149.97
Landscape Architect	$160.68	$160.68
Construction Manager	$139.26	$139.26
Inspector	$97.49	$114.63
Technician I-IV	$85.70	$126.40
Administrative I – VI	$51.42	$115.69

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

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

EXHIBIT B

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.

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.

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

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.

EXHIBIT B

CITY OF OREGON CITY
Amendment No. 1 to Personal Services Agreement

INFLOW / INFILTRATION PROGRAM MANAGEMENT (CI 21-015)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **WALLIS ENGINEERING, PLLC**, hereinafter called "PS Consultant," which was previously entered into on **May 6, 2022** ("Contract") for **INFLOW / INFILTRATION PROGRAM MANAGEMENT (CI 21-015)** and
Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Work** is hereby amended as follows:

   The Scope of Work is being amended as outlined in Amendment 1 Exhibit A.

2. The **Duration of Contract** is hereby amended as follows:

   The Duration of Contract is being extended from June 30, 2023 through **June 30, 2024.**

3. The **Payment Provisions** are hereby amended as follows:

   For provision of revision of fee schedule described above, the contract price shall be increased by an amount not to exceed **two million, nine hundred and seventy-seven thousand, two hundred and thirty-one dollars and eight cents ($2,977,231.08).** The total not to exceed amount of the Agreement shall be **four million, three hundred and seventy-nine thousand, two hundred and thirty-one dollars and eight cents ($4,379,231.08).**

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

CITY OF OREGON CITY

By: _____
John M. Lewis, P.E.
Title: Public Works Director

DATED: 7-21, 2023.

By: _____
Anthony J. Konkol III
Title: City Manager

DATED: July 19, 2023

WALLIS ENGINEERING, PLLC

By: _____

Name: Jane Vail

Title: Principal

DATED: July 24, 2023

ORIGINAL CITY COMMISSION APPROVAL:
DATE: 5/4/2022

P:\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 21-015 I&I Program Management\CONSULTANT\Contract\Amendments\2023-2024 Annual Renewal\Amendment 1 - Wallis Engineering CI 21-015.docx

CITY OF OREGON CITY
Amendment No. 2 to Personal Services Agreement

INFLOW / INFILTRATION PROGRAM MANAGEMENT (CI 21-015)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **WALLIS ENGINEERING, PLLC**, hereinafter called "PS Consultant," which was previously entered into on **May 6, 2022** ("Contract") for **INFLOW / INFILTRATION PROGRAM MANAGEMENT (CI 21-015)** and
Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Work** is hereby amended as follows:

   The Scope of Work is being amended as outlined in Amendment 2 Exhibit A.

2. The **Duration of Contract** is hereby amended as follows:

   The Duration of Contract is being extended from June 30, 2024, through **June 30, 2025.**

3. The **Payment Provisions** are hereby amended as follows:

   For provision of revision of fee schedule described above, the contract price shall be increased by an amount not to exceed **two million, four hundred and thirty thousand, seventy-one dollars and twenty-five cents ($2,430,071.25).** The total not to exceed amount of the Agreement shall be **six million, eight hundred and nine thousand, three hundred and two dollars and thirty-three cents ($6,809,302.33).**

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

CITY OF OREGON CITY

By: John Lewis (Jul 10, 2024 13:14 PDT)
John M. Lewis, P.E.
Title: Public Works Director
DATED: Jul 10, 2024

By: Anthony J Konkol III (Jul 12, 2024 08:53 PDT)
Anthony J. Konkol III
Title: City Manager
DATED: Jul 12, 2024

WALLIS ENGINEERING, PLLC

By: Jane Vail (Jul 10, 2024 13:50 PDT)
Name: Jane Vail
Title: Principal Engineer
DATED: Jul 10, 2024

ORIGINAL CITY COMMISSION APPROVAL:
DATE: 5/4/2022

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Amendment No. 2

Final Audit Report 2024-07-12

Created:	2024-07-10
By:	Jakob Wiley (recorderteam@orcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb66gzA6TEVAxVprvQKToAPh58C2iTnl8

"Amendment No. 2" History

Document created by Jakob Wiley (recorderteam@orcity.org)
2024-07-10 - 6:28:59 PM GMT

Document emailed to Tony Konkol (tkonkol@orcity.org) for signature
2024-07-10 - 6:29:04 PM GMT

Document emailed to John Lewis (jmlewis@orcity.org) for signature
2024-07-10 - 6:29:04 PM GMT

Document emailed to David Brokaw (david.brokaw@walliseng.net) for signature
2024-07-10 - 6:29:04 PM GMT

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CITY OF OREGON CITY
Amendment No. 3 to Personal Services Agreement

INFLOW / INFILTRATION PROGRAM MANAGEMENT (CI 21-015)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **WALLIS ENGINEERING, PLLC** hereinafter called "PS Consultant," which was previously entered into on **May 6, 2022** ("Contract") for **INFLOW / INFILTRATION PROGRAM MANAGEMENT (CI 21-015)** and
Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Work** is hereby amended as follows:

   The Scope of Work is being amended as outlined in Amendment 3 Exhibit A.

2. The **Duration of Contract** is hereby amended as follows:

   The Duration of Contract is being extended from June 30, 2025, through **June 30, 2026**.

3. The **Payment Provisions** are hereby amended as follows:

   For provision of revision of fee schedule described above, the contract price shall be increased by an amount not to exceed **one million, nine hundred sixty-three thousand, nine hundred ninety-two dollars and ninety cents ($1,963,993.00)**. The total not to exceed amount of the Agreement shall be **eight million, seven hundred seventy-three thousand, two hundred ninety-five and twenty-three cents ($8,773,295.33)**.

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

CITY OF OREGON CITY

By: Dayna Webb (Jun 20, 2025 13:17 PDT)

Name: Dayna Webb, P.E.

Title: Public Works Director

DATED: Jun 20, 2025, 20___

By: Anthony J. Konkol, III (Jun 20, 2025 14:40 PDT)

Name: Anthony J. Konkol III

Title: City Manager

DATED: Jun 20, 2025, 20___.

APPROVED AS TO LEGAL SUFFICIENCY:

By: Carrie Richter (Jun 20, 2025 14:43 PDT)
City Attorney

WALLIS ENGINEERING, PLLC

By: Jane Vail (Jun 20, 2025 14:47 PDT)

Name: Jane Vail, P.E.

Title: Principal Engineer

DATED: Jun 20, 2025

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: 5/4/2022

PROJECT BACKGROUND

The City of Oregon City (City) provides sanitary sewer collection services to nearly 33,000 people spread across an area of approximately 9.3 square miles.

The City owns the following infrastructure: over 148 miles of gravity pipelines of various materials ranging in size from 2 to 42 inches in diameter; 3,700 manholes; 12 major sewage lift stations; and 6 miles of sanitary force mains.

The City of Oregon City requires a project administrator to provide continuing support in delivering its stated goals of reducing inflow and infiltration (I&I) into the sanitary sewer collection system across eight identified sewer basins. These basins contain over 70 miles of gravity pipelines, 1,600 manholes, and almost 5,600 customers. Wallis Engineering will administer the I/I Reduction Program over the next year.

PROJECT TEAM

Consultant	Responsibilities
Wallis Engineering (Wallis)	Program Management and Project Engineering
ADS	Flow Monitoring
AINW	Archaeologist
BHC	Flow Modeling
Century West Engineering	Project Engineering
Compass Land Surveyors	Surveying
Epic Land Solutions	Right-of-Way
GRI	Geotechnical Engineeing
Jeanne Lawson & Associates (JLA)	Public Involvement
Keller Associates (Keller)	Project Engineering
Kramer Gehlen & Associates Inc	Structural Engineering
Leeway Engineering (Leeway)	Project Engineering
Mackay Sposito	Construction Inspection
Morgan Holen & Associates	Arborist
Pacific Habitat Services	Environmental Permitting
Pace	Surveying
Pacific Int-R-Tek	CCTV Inspection
Pro-Vac	CCTV Inspection
Todd Prager & Associates	Arborist

Consultant	Responsibilities
VacX	Potholing
Windsor Engineers	Project Engineering

SUPPLEMENTAL SCOPE OF WORK

This scope of work is an amendment to the original contract and is for FY 2025-2026 of the project which is anticipated to be complete by June 30, 2026. This supplemental scope of work is prepared with a more concise layout of program management, condition assessment and investigation, design services package development and delivery, and other billable tasks associated with the City's stated goals of reducing I&I. This scope of work will cover year four of the anticipated 4-year program and will provide budget to deliver the following minimum tasks:

- Continue the implementation of the Public Outreach Plan
- Pursue continued Condition Assessment of all WES-designated reimbursable regions of the City sewer system consisting of Basin 5 (McLoughlin), Basin 5A (Central), Basin 5AA (Canemah), Basin 5B (Newell), Basin 8 (Linn), Basin 10 (Rivercrest), Basin 12 (Warner Parrot) and Basin 12A (South End).
- Refinement of Rehabilitation Guidelines and Specifications.
- Provide the design, bid documents, bidding assistance, and construction services of selected rehabilitation phases within the designated sewer basins.
- Administer inspection services including CCTV inspection services of sewer infrastructure within the designated basins, including scheduling and contract management.
- Flow monitoring and modeling services to collect post-construction flow data and provide analysis reports of completed rehabilitation phases, including the previously completed Basin 10 (Rivercrest) project.
- Continue implementation of the Cross-Connection Disconnect program including contract management, downspout disconnection policy development, and storm infrastructure design and construction services as required to meet the dictates of the program.
- Coordinate with Oregon City Public Works and City Operations departments to identify and rehabilitate manholes as part of the yearly manhole rehabilitation program.

TASK 1 – PROGRAM ADMINISTRATION

Wallis Engineering (Wallis) will administer the City's I/I Reduction Program, ensuring all tasks are on schedule and within budget, coordinating and managing the project team, and ensuring the City is fully informed of program progress.

1.1 Administration

As program administrator, Wallis will schedule and lead program meetings, manage the schedule, track program budget and expenditures, ensure quality assurance and control, maintain accurate records, contract with subconsultants, and oversee completion of all work within the program.

1.2 Program Meetings

The program manager will lead a series of program meetings throughout the duration of the contract with City staff and key team members.

On a monthly basis, the program manager will lead a virtual monthly program meeting with the City's project manager and primary team members who are actively working on tasks. At this meeting, we will

review the schedule and anticipated deliverables, provide an update on the program budget, identify, and discuss critical path items, and discuss any outstanding decisions.

On a bi-weekly basis, the program manager will hold a virtual check-in meeting with the City's project manager to provide an update of progress.

On a weekly basis, the program manager will check in with primary team members to discuss progress, issues requiring attention, and outstanding items still needing resolution.

On a quarterly basis, the design lead check-in with design subconsultant project managers to evaluate guidelines and promote uniformity in program deliverables.

On a quarterly basis, a program meeting will be held between Wallis's program / project leads and City staff to discuss program direction and deliverables.

1.3 Monthly Reports and Invoicing

Wallis will execute subconsultant agreements for design projects, service contracts (CCTV, Surveying, etc.), track and complete monthly reports and invoices, submitting them to the City for review. Each monthly report will include the following information:

- Summary of the work accomplished to date, including a statement on the overall Program budget and schedule.
- Cost summary detailed out by task and subtask, including percent of task complete and dollar value this month and to date, and the percent and dollar value of the total Program completed.
- A summary of the Public Outreach Work and Communications completed that month.
- Elements of budget and schedule risk, along with mitigation strategies.
- Summary of any unanticipated events, and how issues are being resolved. This shall include any adjustments to the schedule for the Program as well as Program costs.
- Data for each construction project in progress including:
    - Progress pay estimate values
    - Budget balances
    - Total construction budget summaries
- Monthly invoice with format that meets with City approval.

1.4 Annual Report

Wallis will complete annual reporting, submitting a Program Annual Report at least one month prior to the end of the fiscal year. The annual report will include the following:

- Full and final accounting of all expenditures by program management and by project.
- A description of work accomplished.
- A description of the work anticipated in the upcoming year, including scope/schedule/budget.
- Data on success indicators of the Program.
- General summary of the results of flow monitoring after completion of the projects, including comparison of flowrates of before and after projects are completed in each basin. The Sanitary Sewer Master Plan will be referenced for collected flowrate data.

1.5 Additional Services - Program Administration Contingency

An allotment of $15,000 is included in this task for additional Program Administration services as required. Consultant will perform additional services as requested and approved by the City Project Manager.

Task 1 Conditions:

- Project administration assumed through June 2026
- Program meetings to be virtual
- Bi-weekly program meetings

Task 1 Deliverables:

- Agenda and minutes for maintenance coordination meeting and construction lessons learned meetings
- Monthly meeting agenda and minutes
- Biweekly meeting minutes (as needed)
- Monthly reports and invoices
- Annual Report

TASK 2 – PROGRAM MANAGEMENT

The Program Manager will provide leadership and resources to manage and facilitate the work of the teams formed to complete each project. The Program Manager will be responsible for reviewing/approving project plans for conformance with the program strategy, plan, schedule, and all other applicable specifications, codes, and standards. The Program Manager will function as a liaison for transfer of information between project management teams, and City leadership, and will conduct periodic briefings/status updates. The following specific task elements will be completed:

2.1 Public Outreach

JLA has prepared a general outreach plan that is being used for each project of the program. This includes method of outreach, key messaging, and timing. JLA with the support of Wallis Engineering, will continue to create updates as needed for all outreach materials and create and review updated content for the city's website.

JLA will continue to focus on the public outreach tasks to share information with the community, and will describe the outreach methods, messaging, and implementation for investigation work, private lateral program, and construction. JLA will engage with the community as needed – providing information, addressing concerns, and managing outreach – depending on the specific needs of the program.

JLA will also support implementation of the private commercial inflow reduction project with communication to commercial owners regarding any unlawful connections and recommendations.

Updated project outreach flyers include the following:

- Project Factsheet
- CCTV – not anticipated for FY 25-26
- Smoke Testing– not anticipated for FY 25-26
- Pipe and Manhole inspections on private property
- Catch Basin Disconnect Program
- Construction (CIPP, Pipe Bursting, and Open Cut Methods)

Wallis will continue to administer the Right of Entry process for each design package. Authorization forms will be prepared, sent to property owners to further design of the improvements. Each request will include mailing a Letter of Request for ROE, one stamped and self-addressed envelope. If requests are not responded to within 45 days, Wallis will repeat this process with personal door knocking prior to bidding.

All copies of each ROE request will be scanned and compiled in an MS Excel spreadsheet, including address, ownership, date of all mailings, and summaries of any conversations with property owners. This ROE project log will be updated as needed.

Task 2.1 Conditions:

- Anticipated four public outreach flyers plus one project factsheet generated, with one revision each.
- Monthly meetings with Wallis team and City Project Manager
- Bi-weekly website updates for package construction
- Participate, as needed, in public meetings with Wallis and City Project Managers

Task 2.1 Deliverables:

- Public outreach flyers and program fact sheet
- Oregon City website updates
- Construction signage

2.2 CCTV Program

The continuing condition assessment for this year will include CCTV of mainline in the Mcloughlin, and Warner Parrott basins. The inspection will meet the NASSCO standards and will be compatible with Oregon City's PACP compliant software. It will include documenting the size and material of all existing sewer laterals. The station of each lateral will be documented along with noting any identification of a wye connection to the mainline. All identifiable defects will be identified, rated and a location for each will be included in the report.

Draft CCTV survey scope maps will be prepared for City project manager review and approval. Approved CCTV survey packages will be provided to the subconsultant; program manager, City, and subconsultant will coordinate to finalize a list of properties the City will need to obtain rights of entry for. Ongoing coordination with all parties during the survey will be performed as needed.

2.3 Basin Condition Assessment

A condition assessment database has been prepared for all mainline segments with CCTV footage within reimbursable Basins. The database is used to categorize repair methodologies, prepare a preliminary cost for rehabilitation, and create a prioritized list of segments. CCTV video will be reviewed, and plan sheets developed for each mainline section with defects labeled using PACP standard notation and recommended corrective actions.

Task 2.3 Conditions:

- Laterals and manholes will not be assessed as part of this task but will be reviewed under the construction contract
- No smoke and dye testing or CCTV surveying to be included

Task 2.3 Deliverables:

- Sewer condition assessment database
- Condition assessment sheets

2.4 Smoke Testing Program

No work anticipated for FY 25-26.

2.5 Downspout Disconnection

This task is now an ongoing downspout disconnection investigation package that will make recommendations to the City for repair or elimination storm drain cross connections.

2.6 Manhole Sealing Program

This task is now a yearly ongoing manhole rehabilitation package the City intends to incorporate into its routine maintenance efforts.

2.7 Develop Project Design Criteria

A prioritized list of projects will be prepared and bundled into design/construction packages based off the reviewed CCTV data and additional investigative work including smoke and dye testing. A subconsultant agreement will be issued following development of the package to initiate design work. Right of entry needs and property contact information for developed project packages will be created for use in right of entry acquisition and public outreach efforts.

Continued refinement of the design guidelines and boilerplate specifications will continue as program packages are developed. Wallis will prepare and manage a plan production standard template for distribution to subconsultant and design team members to standardize program deliverables.

Implementation and updates to the lateral and downspout disconnection policies will be updated periodically under this task.

Task 2.7 Conditions:

- Anticipated one meeting to present and discuss guidelines and special provisions updates (virtual meetings)
- Assumed three revisions to guidelines and special provisions

Task 2.7 Deliverables:

- Prioritized project list
- Right of Entry address list
- Updated guidelines and special provisions at end of FY 24-25, if necessary
- Updated lateral and downspout policy at end of FY 24-25, if necessary

2.8 Additional Services - Program Management

An allotment of $10,000 is included in this task for additional management tasks as required. Consultant will perform additional services as requested and approved by the City Project Manager

TASK 3 FLOW MONITORING AND ANALYSES

3.1 Flow Monitoring and Analysis

As a continuation of prior flow monitoring work done, Wallis will continue the contract with ADS to install monitors and provide Winter 2025 flow data for the Basin 10 (Rivercrest Basin), Basin 8 (Linn Basin), Basins 5B (Newell Basin), Basin 12A (South End), and Basin 12 (Warner Parrott), the initial basins prioritized due to I & I levels.

In the upcoming year, flow monitoring and analysis will continue monitoring designated locations, to add data to the existing data set. Baseline flows will be established for upcoming FY 25-26 packages. The

length of monitoring time will remain at 4 months unless additional time is necessary to capture special weather conditions.

Work with Oregon City Public Works Operations to study pump station meter run times and development of overall operations plan, could be an additional action item.

3.2 Flow Modeling

The design team will utilize the flow monitoring data to reforecast peak wet-weather flows at each basin. This will help demonstrate collection system rehabilitation effectiveness and reproject the updated basins' response to the 10-year design storm. A brief Technical Memorandum will be provided to document the results of the updated flow projections.

Task 3 Conditions:

- Meeting with Oregon City Public Works Ops to review information (virtual)
- Model recalibration will be performed using three appropriate wet-weather events captured by the flow monitors
- ADS flow monitors in place for desired monitoring period(s)

Task 3 Deliverables:

- Analysis of flow monitoring information and pump station run time meter information
- Update of flow monitoring information and flow monitoring report
- Plan to increase monitoring areas prior to late FY 24-25 and early FY 25-26 construction
- Additional flow monitoring planning and installation as required by additional design packages

TASKS 4 – 15 ENGINEERING SERVICES FOR DESIGN PACKAGES

An assumed budget has been allocated in the proposed contract fee for each design package, a more detailed scope of services will be produced as the packages are created.

This task includes design and plan preparation for the replacement or rehabilitation of the sanitary sewer system at the identified locations. Included is preparing contract documents necessary to competitively bid the project. The plan and profile contract drawings will be scaled at 1" = 20'H and 1" = 5'V. The City's standard details will be utilized and supplemented with project specific details as required. The contract will be a unit-based contract structure following the 2021 ODOT Standard Specifications for Construction and amended with project specific special provisions. The table below contains a list of anticipated packages to be included in this year's contract. Specific design subtasks are detailed in the subsections below.

TASK #.1 DESIGN SERVICES FOR DESIGN PACKAGES

Project Kick-off Meeting

Schedule and attend a Project Kickoff Meeting with the Program Administrator and City Project Manager at the OC PW facility (virtual option possible). This meeting will set expectations and determine which design elements, if any, might require closer coordination between City Staff and the design team.

#.1.1 30% Design Documents

Plans will be prepared to 30% design level for sewer rehabilitation and replacement work as determined in previous phases. Drawing format will be AutoCAD Civil 3D, and will be prepared using standard Program title block template as provided by Wallis Engineering. Plans will include the following:

- Plans and detail sheets. This includes utility improvement plans, utility coordination and contact sheet, demolition plans, and sewer bypass plans as deemed necessary.
- NROD, Historic, Seismic, and Geohazard overlay information
- Detailed traffic control plans will be prepared for work within roadways classified as collector and above
- Erosion control plans prepared to meet City standards.
- The following is the anticipated list of plan sheets:

Description	Sheets
Cover, Drawing Index	2
Legend and General Notes	1
Erosion Control Notes and Standard Details	2-3
Traffic Control Notes and Standard Details	1-3
Plan and Profile Sheets	-
Details	1-3

A 30% engineer's opinion of cost will be prepared. A set of 30% plans will be provided to City ops managers and independent QA/QC engineer for a preliminary review.

#.1.2 60% Design Documents

Plans will be prepared to 60% design level for sewer rehabilitation and replacement work when Program Manager determines that package complexity would benefit from an intermediary design phase between 30% and 90%. Plans will include the following:

- Plans and detail sheets. This includes utility improvement plans after utility coordination meetings, updated demolition plans, and sewer bypass plans as deemed necessary.
- Updates to NROD, Historic, Seismic, and Geohazard overlay information as necessary
- Updated traffic control plans will be prepared for work within roadways classified as collector and above
- Additional General Notes, Sanitary Sewer Notes, and/or legend items if necessary
- Increased information on standard detail sheets if necessary
- Erosion control plans prepared to meet City standards

A 60% engineer's opinion of cost will be prepared. A set of 60% plans will be provided to City ops managers and independent QA/QC engineer for a preliminary review.

#.1.3 90% Design Documents

The City's and independent QA's 30%, or 60% if required, submittal review comments will be incorporated into the 90% plans. The Consultant will submit a PDF file of 90% half size plan sheets, specifications, and an engineer's opinion of cost for City review. Specifications will be refined from the boilerplate special provisions developed as part of other I&I Program efforts.

#.1.4 Final Design Documents

90% submittal review comments will be incorporated into the final plans and specifications and a master set of signed contract documents will be provided to the City in PDF format to distribute through its online bidding system. A final engineer's opinion of cost will be submitted.

#.1.5 Permitting and Land Use approvals

When required by construction activities that cross environmental boundaries or land use approval, project design teams will prepare all necessary applications and documents to acquire environmental permits or land use approvals prior to construction.

Conditions:

- Lateral rehabilitation will include rehabilitation from the connection to the mainline to within 5' of the existing structure within private property. Guideline for lateral rehabilitation for all property types to be lateral rehabilitation to the second clean out, a branch in the line, or a private pump station. A clean out to be installed at branch or at private pump station to complete the rehabilitation
- Lateral rehabilitation will include installation of a new property line cleanout and/or private cleanout if none currently exist
- Public outreach efforts will be completed as part of a separate work order as needed
- Right of way and proposed cleanout location to be assumed from GIS information
- No upsizing of existing lines anticipated
- Right of entry required for site investigations or for construction will be identified by Consultant but obtained by the City
- Land Use research and investigation needs will be identified and coordinated by consultant in conjunction with City Engineer.
- Coordination with private property owners regarding cleanouts at the property line will be managed by the City
- Before issuing a stamped signed copy of the Construction Contract Documents, a MS Word copy will be sent to the City for issuance approval

Deliverables:

- Boilerplate specifications and specials to designers
- Environmental permits as needed
- Land Use approval as needed
- Project base map in AutoCAD format
- 30% Design Plans and Estimate
- Public Outreach Coordination
- 60% Design Plans, Specifications, and Estimate, if applicable
- 90% Design Plans, Specifications, and Estimate
- Final Contract Documents in MS Word format
- Final Signed Contract Documents

TASK #.2 PRE-DESIGN INVESTIGATIONS / DATA REVIEW

The selected subconsultant will review as-built/record drawings, pipe inspection videos, existing mapping, aerial photos, condition assessment sheets and recommendations and GIS information provided

by the City. The consultant will conduct a site investigation of the project areas to verify mapping accuracy and examine the condition of manholes. Contact utility locate companies as required to identify possible project conflict locations. Prepare a project base map utilizing City GIS data and measurements taken on site.

TASK #.3 QA/QC SERVICES

Consultant will perform an internal QA check on deliverables prior to submittal. An independent QA check will be performed at all deliverable levels by an independent design consultant. Following completion of independent QA, design plans shall be submitted to City department of public works and operations staff for review.

Deliverables:

- QA reviews for 30-90-final design plans, specifications and estimate

TASK #.4 UTILITY COORDINATION / SURVEY & GEOTECHNICAL

The selected subconsultant shall identify and lead all work related to franchise utility coordination and relocation work required to ensure that all franchise utilities identified in the corridor and prepared with relocation plans, if necessary. Consultant shall hold utility coordination meetings with all franchise utility providers along the corridor following the 90%, and final plans, if necessary. Contractor shall be responsible for utility relocation coordination once the project is awarded. Consultant shall be responsible for overseeing that the contractor is coordinating the necessary franchise utility work.

Task #.4 Deliverables:

- Utility coordination log and contact list

TASK #.5 RIGHT-OF-WAY AND EASEMENT ACQUISITION SERVICES

The selected subconsultant shall provide right-of-way acquisition services as needed to acquire necessary right-of-way, permanent easements, and temporary construction easements for each project. This shall include all items necessary to provide completed acquisition files to the City for execution. In the event that condemnation is necessary, the City will contract directly with an attorney for those services. It is unknown the number of permanent or temporary easements that may be necessary; that information would be determined during the Condition Assessment and Pre-Design Task.

Right of entry, per Oregon City Municipal Code 13.08.125 – Right of Entry: Agents of the Public Works Department may have free access to view the inside of private sewer laterals located on private property that connect to the City mains by a camera. Public Works Department staff will not enter into private property without notice and consent of the property owner. Consultant, and any construction contractors, would be working as agents of the City in this regard.

Task #.5 Conditions:

- Projects will only require right-of-entry and temporary construction easements
- Temporary construction easements will not require legal descriptions
- Temporary construction easements will not require appraisals or appraisal reviews
- Owner compensation costs not included

Task #.5 Deliverables:

- Right of entries for package area

- Right of Way and Easement acquisition as needed
- Temporary construction easement exhibits, and agreements as needed

#.6 Bidding Services

Wallis Engineering and selected subconsultants will conduct pre-bid meetings (as required), respond to bidder inquiries, prepare technical addenda, review bids received (including pricing), and provide Recommendation of Award Letters.

Task #.6 Conditions:

- Bidding services for construction contracts
- Pre-bid meeting could be required

Task #.6 Deliverables:

- Pre-bid meeting agenda and minutes
- Addenda as required (assumed two addenda)
- Bid tabulation
- Recommendation of award letter

#.7 Construction Management Services

Wallis Engineering and selected subconsultants shall provide all construction management services necessary to support the Program. This work shall include, but is not limited to, attending preconstruction meeting, reviewing shop drawings and material submittals, performing all necessary inspections and providing daily inspection reports, attending progress meetings, reviewing and making recommendation on contractor monthly progress payments, responding to all RFI's, conducting final walk through and punch list, and providing final asbuilt record drawings and a post-construction survey.

Task #.7 Conditions:

- Budget based upon anticipated construction package cost

Task #.7 Deliverables:

- Meeting agenda and minutes
- Daily inspection reports
- Pay estimate reviews
- RFI and submittal review
- Punch list
- As-built drawings
- Post construction record of survey

#.8 Additional Services – Design

An allotment of 15% of Design Allotment is included in this task for additional design services as required. Consultant will perform additional services as requested and approved by the City Project Manager.

#.9 Additional Services – Construction

An allotment of 20% of Design Allotment is included in this task for additional construction services as required. Consultant will perform additional services as requested and approved by the City Project Manager

FY 25–26 PROGRAM SCOPE CHANGES FROM FY 24-25 SCOPE

TASK 4 Linn Basin SS #1

Construction completed. Record Drawings to be finalized June 2025

TASK 5 Linn Basin SS #2

Project is currently in the bidding phase. Additional design services were needed for shifting constructability issues, Geohazard and Type II Land-use planning. Construction anticipated July 2025.

TASK 6 Molalla Ave Rehab Project

Package is in substantial completion phase. Record Drawings to be finalized July 2025

TASK 7 Rivercrest Lateral Rehabilitation

Package is currently in construction phase. Construction extended to July 2025 to include Harrison St. to coordinate with City PMUF program.

TASK 8 Newell Basin 1

Package in design stage. Design completion in FY 25-26 with Construction in FY 26-27.

TASK 9 Linn Basin SS #3

Package is in scoping phase with Windsor Engineers; design scheduled for FY 25-26. Construction anticipated to start FY 26-27.

TASK 10 McLoughlin Basin #2

Package scoping to be initiated in FY 25-26.

TASK 11 Center Street Catch Basin Disconnect (Eliminated)

Package has been removed from the program.

TASK 12 McLoughlin Basin #1

Package is anticipated to be bid in July 2025. Construction phase to start FY 25-26.

TASK 13 Linn Basin SS #4

Package to begin design in FY 25-26. Construction anticipated for FY 28-29.

TASK 14 McLoughlin Basin #3

Package is on hold.

TASK 15 Manhole Rehabilitation Package (FY 25-26)

Former task 2.6, pilot program now a yearly package. Due to non-performance of the contractor in FY 24-25 this will be constructed in FY 25-26.

TASK 16 Main St. 10th – 15th Improvements

Design to be FY 25-26. Construction FY 26-27.

		25-26 Wallis Labor	Expenses	Subconsultants	Total Cost
Task 1	Program Administration	$ 150,000.00	$ 500.00	$ -	$ 150,500.00
Task 2	Program Management	$ 154,110.00	$ 500.00	$ 80,750.00	$ 235,360.00
Task 3	Flow Monitoring and Analysis	$ 20,000.00	$ 100.00	$ 107,000.00	$ 127,100.00
Task 4	Engineering Services for Design Package 1 - Linn Basin SS #1	$ -	$ -	$ -	$ -
Task 5	Engineering Services for Design Package 2 - Linn Basin SS #2	$ 628.00	$ -	$ 349,065.00	$ 349,693.00
Task 6	Engineering Services for Design Package 3 - Molalla Ave	$ -	$ -	$ 13,290.00	$ 13,290.00
Task 7	Engineering Services for Design Package 4 - Rivercrest Lateral Rehabilitation	$ -	$ -	$ 100,800.00	$ 100,800.00
Task 8	Engineering Services for Design Package 5 - Newell Basin 1	$ -	$ -	$ 6,300.00	$ 6,300.00
Task 9	Engineering Services for Design Package 6 - Linn Basin SS #3	$ 250,000.00	$ -	$ -	$ 250,000.00
Task 10	Engineering Services for Design Package 7 - McLoughlin Basin #2	$ 250,000.00	$ -	$ -	$ 250,000.00
Task 11	Engineering Services for Design Package 8 - Center Street Catch Basin Disconnect (eliminated)	$ -	$ -	$ -	$ -
Task 12	Engineering Services for Design Package 9 - McLoughlin Basin #1	$ 50,000.00	$ 100.00	$ 210,000.00	$ 260,100.00
Task 13	Engineering Services for Design Package 10 - Linn Basin SS #4	$ -	$ -	$ 78,750.00	$ 78,750.00
Task 14	Engineering Services for Design Package 11 - McLoughlin Basin #3	$ -	$ -	$ -	$ -
Task 15	Manhole Sealing Program	$ -	$ -	$ 42,000.00	$ 42,000.00
Task 16	Engineering Services for Design Package 13 - Engineering Services for Main St. 10th - 15th	$ 75,000.00	$ 100.00	$ 25,000.00	$ 100,100.00
	Project Subtotal	**$ 949,738.00**	**$ 1,300.00**	**$ 1,012,955.00**	**$ 1,963,993.00**

Pkg#	Proposed FY 25-26 Allocations	Proposed Design Engineer
1	Linn Basin SS #1	Leeway
2	Linn Basin SS #2	Wallis
3	Molalla Ave	Wallis
4	Rivercrest #4 Lateral Rehabilitation	Century West
5	Newell Basin #1	Keller
6	Linn Basin SS #3	TBD
7	McLoughlin Basin #2	Windsor
8	Center Street Catch Basin Disconnect	Wallis
9	McLoughlin Basin #1	Leeway
10	Linn Basin SS #4	TBD
11	McLoughlin Basin #3	TBD
12	Manhole Sealing Program	Wallis
13	Main St. 10th - 12th	TBD

FEE SUMMARY		
Wallis Labor	$	949,738.00
Wallis Expenses	$	1,300.00
Subconsultants		
ADS	$	67,000.00
AINW	$	15,750.00
BHC	$	40,000.00
Compass	$	-
Cent. West	$	42,000.00
EPIC	$	-
GRI	$	116,804.00
JLA	$	15,750.00
Keller	$	-
KGA	$	56,164.00
Leeway	$	36,750.00
Mackay Sposito	$	476,500.00
Morgan Holen	$	46,600.00
Pace	$	6,287.00
Pacific Int-r-Tek	$	-
Pro-Vac	$	80,750.00
Prager	$	12,600.00
Windsor	$	-
NOTE: Fee includes 5% markup		
TOTAL BUDGET	**$**	**1,963,993.00**

CITY OF OREGON CITY
INFLOW / INFILTRATION PROGRAM MANAGEMENT (CI 21-015)

PROGRAM COST SUMMARY

Task #	Task Title	21-23 Contract	21-23 Remaining budget adjustments	23-24 Amendment	24-25 Amendment	25-26 Amendment	Program Total	Program Billed (Through April 2025)	Program Unbilled
OC23-I I.01	Program Administration	$ 119,927.98	$ 11,199.00	$ 244,602.40	$ 145,000.00	$ 150,500.00	$ 671,229.38	$ 351,530.78	$ 188,571.62
OC23-I I.02	Program Management	$ 573,222.13	$ (96,080.85)	$ 1,044,122.40	$ 189,000.00	$ 235,360.00	$ 1,945,623.68	$ 960,785.20	$ 507,697.20
OC23-I I.03	Flow Monitoring and Analysis	$ 142,631.03	$ (67,378.13)	$ 136,930.00	$ 155,000.00	$ 127,100.00	$ 494,282.90	$ 221,359.05	$ 197,670.95
OC23-I I.04	Design Pkg 1 - Linn Basin SS #1*	$ 409,948.37	$ (178,461.05)	$ 233,282.70	$ 144,714.58	$ -	$ 609,484.60	$ 365,588.62	$ 12,408.66
OC23-I I.05	Design Pkg 2 - Linn Basin SS #2	$ 156,158.84	$ 9,113.50	$ 235,668.50	$ 375,747.85	$ 349,693.00	$ 1,126,381.69	$ 461,615.00	$ 499,494.35
OC23-I I.06	Design Pkg 3 - Molalla Ave	$ -		$ 466,685.00	$ 100,000.00	$ 13,290.00	$ 579,975.00	$ 541,745.38	$ 38,229.62
OC23-I I.07	Design Pkg 4 - Rivercrest Lateral Rehab	$ -		$ 192,200.00	$ 339,878.66	$ 100,800.00	$ 632,878.66	$ 385,108.47	$ 247,770.19
OC23-I I.08	Design Pkg 5 - Newell Basin #1	$ -		$ 285,100.00	$ 160,682.00	$ 6,300.00	$ 452,082.00	$ 161,194.78	$ 290,887.22
OC23-I I.09	Design Pkg 6 - Linn Basin SS #3	$ -		$ 285,100.00	$ -	$ 250,000.00	$ 535,100.00	$ -	$ 535,100.00
OC23-I I.10	Design Pkg 7 - McLoughling Bain #2	$ -		$ -	$ 150,000.00	$ 250,000.00	$ 400,000.00	$ -	$ 400,000.00
OC23-I I.11	Design Pkg 8 - Center St Catch Basin Disconnect	$ -		$ 175,100.00	$ (104,792.58)	$ -	$ 70,307.42	$ 70,307.42	$ -
OC23-I I.12	Design Pkg 9 - McLoughlin Basin #1	$ -		$ -	$ 500,000.00	$ 260,100.00	$ 760,100.00	$ 249,068.64	$ 511,031.36
OC23-I I.13	Design Pkg 10 - Linn Basin SS #4	$ -		$ -	$ 200,000.00	$ 78,750.00	$ 278,750.00	$ -	$ 278,750.00
OC23-I I.14	Design Pkg 11 - McLoughlin Basin #3	$ -		$ -	$ -	$ -	$ -	$ -	$ -
OC23-I I.15	Manhole Sealing Program	$ -		$ -	$ 75,000.00	$ 42,000.00	$ 117,000.00	$ 28,325.65	$ 88,674.35
OC23-I I.16	Main St. 10th - 15th Improvements	$ -	$ -	$ -	$ -	$ 100,100.00	$ 100,100.00	$ 28,326.65	$ 71,773.35
	Contract In Full	$ 1,401,888.35	$ (321,607.53)	$ 3,298,791.00	$ 2,430,230.51	$ 1,963,993.00	$ 8,773,295.33	$ 3,824,955.64	$ 3,868,058.87
								Subconsultant Contracted (unbilled)	$ (1,873,908.43)
								Available Program Budget	**$ 1,994,150.44**

* Original Contract T7 was LS , remaining budget at FY was removed by the Contract adjustment

UNEXECUTED 2025-06-18 Wallis Engineering - Amendment No. 3

Final Audit Report 2025-06-20

Created:	2025-06-20
By:	Jakob Wiley (recorderteam@orcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6MTFrCkvhj3jxGt-eQv4ajPJU_k_dPY_

"UNEXECUTED 2025-06-18 Wallis Engineering - Amendment No. 3" History

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CITY OF OREGON CITY
Amendment No. 4 to Personal Services Agreement

INFLOW / INFILTRATION PROGRAM MANAGEMENT (CI 21-015)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **WALLIS ENGINEERING, PLLC** hereinafter called "PS Consultant," which was previously entered into on **May 6, 2022** ("Contract") for **INFLOW / INFILTRATION PROGRAM MANAGEMENT (CI 21-015)** and
Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Work** is hereby amended as follows:

   The Scope of Work is being amended as outlined in Amendment 4 **Exhibit A.**

2. The **Duration of Contract** is hereby amended as follows:

   The Duration of Contract is being extended from June 30, 2026, through **June 30, 2027**.

3. The **Payment Provisions** are hereby amended as follows:

   For provision of revision of fee schedule described above, the contract price shall be increased by an amount not to exceed **$2,564,836.99 (two million five hundred-sixty four thousand, eight hundred thirty six and 99 cents).** The total not to exceed amount of the Agreement shall be **$11,338,132.22 (eleven million, three hundred thirty eight thousand one hundred thirty two dollars and twenty-two cents).**

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

CITY OF OREGON CITY

By: _____

Name: Dayna Webb, P.E.

Title: Public Works Director

DATED: _____, 20____

By: _____

Name: Anthony J. Konkol III

Title: City Manager

DATED: _____, 20____.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

WALLIS ENGINEERING, PLLC

By: _____

Name: _____

Title: _____

DATED: _____, 20____

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: 5/4/2022

PROJECT BACKGROUND

The City of Oregon City (City) provides sanitary sewer collection services to nearly 33,000 people spread across an area of approximately 9.3 square miles.

The City owns the following infrastructure: over 148 miles of gravity pipelines of various materials ranging in size from 2 to 42 inches in diameter; 3,700 manholes; 12 major sewage lift stations; and 6 miles of sanitary force mains.

The City of Oregon City requires a project administrator to provide continuing support in delivering its stated goals of reducing inflow and infiltration (I&I) into the sanitary sewer collection system across eight identified sewer basins. These basins contain over 70 miles of gravity pipelines, 1,600 manholes, and almost 5,600 customers. Wallis Engineering will administer the I/I Reduction Program over the next year.

PROJECT TEAM

Consultant	Responsibilities
Wallis Engineering (Wallis)	Program Management and Project Engineering
ADS	Flow Monitoring
AINW	Archaeologist
BHC	Flow Modeling
Century West Engineering	Project Engineering
Compass Land Surveyors	Surveying
Epic Land Solutions	Right-of-Way
GRI	Geotechnical Engineering
Keller Associates (Keller)	Project Engineering
Kramer Gehlen & Associates Inc	Structural Engineering
Leeway Engineering (Leeway)	Project Engineering
Mackay Sposito	Construction Inspection
Morgan Holen & Associates	Arborist
Pacific Habitat Services	Environmental Permitting
Pace	Surveying
Pacific Int-R-Tek	CCTV Inspection
Todd Prager & Associates	Arborist
VacX	Potholing
Windsor Engineers	Project Engineering

SUPPLEMENTAL SCOPE OF WORK

This scope of work is an amendment to the original contract and is for FY 2026-2027 of the project which is anticipated to be complete by June 30, 2027. This supplemental scope of work is prepared with a more concise layout of program management, condition assessment and investigation, design services package development and delivery, and other billable tasks associated with the City's stated goals of reducing I&I. This scope of work will cover year five of the program and will provide budget to deliver the following minimum tasks:

- Continue the implementation of the Public Outreach Plan
- Pursue continued Condition Assessment of all WES-designated reimbursable regions of the City sewer system consisting of Basin 5 (McLoughlin), Basin 5A (Central), Basin 5AA (Canemah), Basin 5B (Newell), Basin 8 (Linn), Basin 10 (Rivercrest), Basin 12 (Warner Parrot) and Basin 12A (South End).
- Refinement of Rehabilitation Guidelines and Specifications.
- Provide the design, bid documents, bidding assistance, and construction services of selected rehabilitation phases within the designated sewer basins.
- Administer inspection services including CCTV inspection services of sewer infrastructure within the designated basins, including scheduling and contract management.
- Flow monitoring and modeling services to collect post-construction flow data and provide analysis reports of completed rehabilitation phases, including the previously completed Rivercrest Phase 4, Linn 1, and Molalla Avenue projects.
- Flow monitoring, modeling, and other services as required to support the City Wastewater Master Plan Update (WWMP) efforts during the fiscal year, including correcting the sizing of the Singer Hill mainline in the hydraulic model and completing all required recalibrations and extended monitoring services.
- Continue implementation of the Cross-Connection Disconnect program including contract management, downspout disconnection policy development, and storm infrastructure design and construction services as required to meet the dictates of the program.
- Coordinate with Oregon City Public Works and City Operations departments to identify and rehabilitate manholes as part of the yearly manhole rehabilitation program.

TASK 1 PROGRAM ADMINISTRATION

Wallis Engineering (Wallis) will administer the City's I/I Reduction Program, ensuring all tasks are on schedule and within budget, coordinating and managing the project team, and ensuring the City is fully informed of program progress.

1.1 Administration

As program administrator, Wallis will schedule and lead program meetings, manage the schedule, track program budget and expenditures, ensure quality assurance and control, maintain accurate records, contract with subconsultants, and oversee completion of all work within the program.

As appropriate, Wallis will track tasks, budget, and expenditures supporting the City's WWMP preparation from all other program tasks.

1.2 Program Meetings

The program manager will lead a series of program meetings throughout the duration of the contract with City staff and key team members.

On a monthly basis, the program manager will lead a virtual monthly program meeting with the City's project manager and primary team members who are actively working on tasks. At this meeting, we will

review the schedule and anticipated deliverables, provide an update on the program budget, identify, and discuss critical path items, and discuss any outstanding decisions.

On a bi-weekly basis, the program manager will hold a virtual check-in meeting with the City's project manager to provide an update of progress.

On a weekly basis, the program manager will check in with primary team members to discuss progress, issues requiring attention, and outstanding items still needing resolution.

On a quarterly basis, the design lead check-in with design subconsultant project managers to evaluate guidelines and promote uniformity in program deliverables.

On a quarterly basis, a program meeting will be held between Wallis's program / project leads and City staff to discuss program direction and deliverables.

On an as-needed basis, coordination meetings between Wallis's program leads, City Staff, and the City's WWMP Consultant to discuss division of duties and coordination of work.

1.3 Monthly Reports and Invoicing

Wallis will execute subconsultant agreements for design projects, service contracts (CCTV, Surveying, etc.), track and complete monthly reports and invoices, submitting them to the City for review. Each monthly report will include the following information:

- Summary of the work accomplished to date, including a statement on the overall Program budget and schedule.
- Cost summary detailed out by task and subtask, including percent of task complete and dollar value this month and to date, and the percent and dollar value of the total Program completed.
- A summary of the Public Outreach Work and Communications completed that month.
- Elements of budget and schedule risk, along with mitigation strategies.
- Summary of any unanticipated events, and how issues are being resolved. This shall include any adjustments to the schedule for the Program as well as Program costs.
- Data for each construction project in progress including:
    - Progress pay estimate values
    - Budget balances
    - Total construction budget summaries
- Monthly invoice with format that meets with City approval.

If requested, Wallis will prepare monthly invoices and reports for all work specifically supporting the City's WWMP preparation separately from all other I&I Program work.

1.4 Annual Report

Wallis will complete annual reporting, submitting a Program Annual Report at least one month prior to the end of the fiscal year. The annual report will include the following:

- Full and final accounting of all expenditures by program management and by project.
- A description of work accomplished.
- A description of the work anticipated in the upcoming year, including scope/schedule/budget.
- Data on success indicators of the Program.
- General summary of the results of flow monitoring after completion of the projects, including comparison of flowrates of before and after projects are completed in each basin. The Sanitary Sewer Master Plan will be referenced for collected flowrate data.

1.5 Additional Services - Program Administration Contingency

An allotment of $30,000 is included in this task for additional Program Administration services as required. Consultant will perform additional services as requested and approved by the City Project Manager.

Task 1 Conditions:

- Project administration assumed through June 2027
- Program meetings to be virtual
- Bi-weekly program meetings

Task 1 Deliverables:

- Agenda and minutes for maintenance coordination meeting and construction lessons learned meetings
- Monthly meeting agenda and minutes
- Biweekly meeting minutes (as needed)
- WWMP coordination meeting minutes (as needed)
- Monthly reports and invoices, with WWMP support activities submitted separated (if requested)
- Annual Report

TASK 2 PROGRAM MANAGEMENT

The Program Manager will provide leadership and resources to manage and facilitate the work of the teams formed to complete each project. The Program Manager will be responsible for reviewing/approving project plans for conformance with the program strategy, plan, schedule, and all other applicable specifications, codes, and standards. The Program Manager will function as a liaison for transfer of information between project management teams, and City leadership, and will conduct periodic briefings/status updates. The following specific task elements will be completed:

2.1 Public Outreach

Wallis has prepared a general outreach plan that is being used for each project of the program. This includes method of outreach, key messaging, and timing. Wallis Engineering, will continue to create updates as needed for all outreach materials and create and review updated content for the city's website.

Wallis will continue to focus on the public outreach tasks to share information with the community, and will describe the outreach methods, messaging, and implementation for investigation work, private lateral program, and construction. Wallis will engage with the community as needed – providing information, addressing concerns, and managing outreach – depending on the specific needs of the program.

Wallis will also support implementation of the private commercial inflow reduction project with communication to commercial owners regarding any unlawful connections and recommendations.

Updated project outreach flyers including the following:

- Project Factsheet
- Smoke Testing
- Pipe and Manhole inspections on private property
- Catch Basin Disconnect Program
- Construction (CIPP, Pipe Bursting, and Open Cut Methods)

Wallis will continue to administer the Right of Entry process for each design package. Authorization forms will be prepared, sent to property owners to further design of the improvements. Each request will include mailing a Letter of Request for ROE, one stamped and self-addressed envelope. If requests are not responded to within 45 days, Wallis will repeat this process with personal door knocking prior to bidding. All copies of each ROE request will be scanned and compiled in an MS Excel spreadsheet, including address, ownership, date of all mailings, and summaries of any conversations with property owners. This ROE project log will be updated as needed.

Task 2.1 Conditions:

- Anticipated four public outreach flyers plus one project factsheet generated, with one revision each.
- Monthly meetings with Wallis team and City Project Manager
- Bi-weekly website updates for package construction
- Participate, as needed, in public meetings with Wallis and City Project Managers

Task 2.1 Deliverables:

- Public outreach flyers and program fact sheet
- Oregon City website updates
- Construction signage

2.2 CCTV Program

The continuing condition assessment for this year will include CCTV of mainline in the Mcloughlin, and Warner Parrott basins. The inspection will meet the NASSCO standards and will be compatible with Oregon City's PACP compliant software. It will include documenting the size and material of all existing sewer laterals. The station of each lateral will be documented along with noting any identification of a wye connection to the mainline. All identifiable defects will be identified, rated and a location for each will be included in the report.

Draft CCTV survey scope maps will be prepared for City project manager review and approval. Approved CCTV survey packages will be provided to the subconsultant; program manager, City, and subconsultant will coordinate to finalize a list of properties the City will need to obtain rights of entry for. Ongoing coordination with all parties during the survey will be performed as needed.

2.3 Basin Condition Assessment

A condition assessment database has been prepared for all mainline segments with CCTV footage within reimbursable Basins. The database is used to categorize repair methodologies, prepare a preliminary cost for rehabilitation, and create a prioritized list of segments. CCTV video will be reviewed, and plan sheets developed for each mainline section with defects labeled using PACP standard notation and recommended corrective actions.

Wallis will assist the City pilot an AI-assisted PACP coding and rehabilitation method selection process for all I&I Program Basins, coordinating directly with the City-selected AI firm. Wallis will contract with the selected firm and will coordinate the effort in coordination with the City Project Manager. The selected firm will complete the AI PACP and defect coding of all available CCTV data in the I&I Program area, which Wallis will utilize as the basis to evaluate all program sewer mainlines for rehabilitation method recommendations and estimate the cost of rehabilitating all program mainlines, laterals, and manholes.

Task 2.3 Conditions:

- Laterals and manholes will not be assessed as part of this task but will be reviewed under the construction contract
- Only available GIS and CCTV data will be utilized to complete the AI-assisted PACP coding an rehabilitation method analysis
- No smoke and dye testing or CCTV surveying to be included

Task 2.3 Deliverables:

- Sewer condition assessment database
- Condition assessment sheets
- Rehabilitation recommendation and estimated cost summaries for each program basin

2.4 Smoke Testing Program

Smoke testing for FY 26-27 will incorporate assessment of completed rehabilitation to confirm project effectiveness.

2.5 Downspout Disconnection

This task is now an ongoing downspout disconnection investigation package that will make recommendations to the City for repair or elimination storm drain cross connections.

2.6 Manhole Sealing Program

This task is now a yearly ongoing manhole rehabilitation package the City intends to incorporate into its routine maintenance efforts. This task is now reflected in Task 15 – Manhole Sealing Program.

2.7 Develop Project Design Criteria

A prioritized list of projects will be prepared and bundled into design/construction packages based off the reviewed CCTV data and additional investigative work including smoke and dye testing. A subconsultant agreement will be issued following development of the package to initiate design work. Right of entry needs and property contact information for developed project packages will be created for use in right of entry acquisition and public outreach efforts.

Continued refinement of the design guidelines and boilerplate specifications will continue as program packages are developed. Wallis will prepare and manage a plan production standard template for distribution to subconsultant and design team members to standardize program deliverables.

Implementation and updates to the lateral and downspout disconnection policies will be updated periodically under this task.

Task 2.7 Conditions:

- Anticipated one meeting to present and discuss guidelines and special provisions updates (virtual meetings)
- Assumed three revisions to guidelines and special provisions

Task 2.7 Deliverables:

- Prioritized project list
- Right of Entry address list
- Updated guidelines and special provisions at end of FY 26-27, if necessary
- Updated lateral and downspout policy at end of FY 26-27, if necessary

2.8 Additional Services - Program Management

An allotment of $10,000 is included in this task for additional management tasks as required. Consultant will perform additional services as requested and approved by the City Project Manager.

2.9 Piezometer Study

Oregon City has requested that GRI implement a piezometer study in specific locations in the City to track groundwater levels. This study will potentially become an on-going monitoring, depending on the results of this year's study.

TASK 3 FLOW MONITORING AND ANALYSES

3.1 Flow Monitoring and Analysis

As a continuation of prior flow monitoring work done, Wallis will continue the contract with ADS to install monitors and provide Winter 2025 flow data for the Basin 10 (Rivercrest Basin), Basin 8 (Linn Basin), Basins 5B (Newell Basin), Basin 12A (South End), and Basin 12 (Warner Parrott), the initial basins prioritized due to I & I levels.

In the upcoming year, flow monitoring and analysis will continue monitoring designated locations, to add data to the existing data set. Baseline flows have been established for upcoming FY 26-27 packages. The length of monitoring time will remain at 4 months unless additional time is necessary to capture special weather conditions.

Work with Oregon City Public Works Operations to study pump station meter run times and development of overall operations plan, could be an additional action item.

Coordination of the current SmartCover flow monitor and the potential additional SmartCover velocimeter calibration and testing to align results with ADS flow monitors.

All flow monitoring and analysis tasks required to coordinate with the City's WWMP preparation effort will be included in Task 3.3.

3.2 Flow Modeling

The design team will utilize the flow monitoring data to reforecast peak wet-weather flows at each basin. This will help demonstrate collection system rehabilitation effectiveness and reproject the updated basins' response to the 10-year design storm. A brief Technical Memorandum will be provided to document the results of the updated flow projections.

Task 3 Conditions:

- Meeting with Oregon City Public Works Ops to review information (virtual)
- Model recalibration will be performed using three appropriate wet-weather events captured by the flow monitors
- ADS flow monitors in place for desired monitoring period(s)
- All modeling tasks required to coordinate with the City's WWMP preparation effort will be included in Task 3.3.

Task 3 Deliverables:

- Analysis of flow monitoring information.
- Update of flow monitoring information and flow monitoring report
- Velocimeter testing and SmartCover/Badger result alignment.

- Additional flow monitoring planning and installation as required by additional design packages

3.3 WWMP Preparation Coordination and Support

The I&I Program has been tasked with supporting preparation of the WWMP within the I&I Program area. Wallis will coordinate monitoring and modeling efforts with the City's WWMP consultant by performing the following tasks:

- Include summer flow monitoring in locations specified by the City, aligning the monitoring window with the WWMP Consultant's summer flow monitoring
- Provide precipitation depth monitoring for both WWMP flow monitoring windows
- Share all Program monitoring data and flow monitoring and modeling reports with the WWMP Consultant
- Correct the diameter of the Singer Creek sewer main in the hydraulic coordination with the City, complete any recalibration and modifications to the base and I&I model parameters required by this change, and provide the WWMP Consultant with the corrected model.
- Provide the WWMP Consultant with the most recent calibrated I&I hydraulic models when requested.
- Provide other services and assistance to the WWMP Consultant as directed by the City Project Manager.

TASKS 4 – 16 ENGINEERING SERVICES FOR DESIGN PACKAGES

An assumed budget has been allocated in the proposed contract fee for each design package, a more detailed scope of services will be produced as the packages are created.

This task includes design and plan preparation for the replacement or rehabilitation of the sanitary sewer system at the identified locations. Included is preparing contract documents necessary to competitively bid the project. The plan and profile contract drawings will be scaled at 1" = 20'H and 1" = 5'V. The City's standard details will be utilized and supplemented with project specific details as required. The contract will be a unit-based contract structure following the 2021 ODOT Standard Specifications for Construction and amended with project specific special provisions. The table below contains a list of anticipated packages to be included in this year's contract. Specific design subtasks are detailed in the subsections below.

TASK #.1 DESIGN SERVICES FOR DESIGN PACKAGES

Project Kick-off Meeting

Schedule and attend a Project Kickoff Meeting with the Program Administrator and City Project Manager at the OC PW facility (virtual option possible). This meeting will set expectations and determine which design elements, if any, might require closer coordination between City Staff and the design team.

30% Design Documents

Plans will be prepared to 30% design level for sewer rehabilitation and replacement work as determined in previous phases. Drawing format will be AutoCAD Civil 3D, and will be prepared using standard Program title block template as provided by Wallis Engineering. Plans will include the following:

- Plans and detail sheets. This includes utility improvement plans, utility coordination and contact sheet, demolition plans, and sewer bypass plans as deemed necessary.

- NROD, Historic, Seismic, and Geohazard overlay information
- Detailed traffic control plans will be prepared for work within roadways classified as collector and above
- Erosion control plans prepared to meet City standards.
- The following is the anticipated list of plan sheets:

Description	*Sheets*
Cover, Drawing Index	2
Legend and General Notes	1
Erosion Control Notes and Standard Details	2-3
Traffic Control Notes and Standard Details	1-3
Plan and Profile Sheets	-
Details	1-3

A 30% engineer's opinion of cost will be prepared. A set of 30% plans will be provided to City ops managers and independent QA/QC engineer for a preliminary review.

60% Design Documents

Plans will be prepared to 60% design level for sewer rehabilitation and replacement work when Program Manager determines that package complexity would benefit from an intermediary design phase between 30% and 90%. Plans will include the following:

- Plans and detail sheets. This includes utility improvement plans after utility coordination meetings, updated demolition plans, and sewer bypass plans as deemed necessary.
- Updates to NROD, Historic, Seismic, and Geohazard overlay information as necessary
- Updated traffic control plans will be prepared for work within roadways classified as collector and above
- Additional General Notes, Sanitary Sewer Notes, and/or legend items if necessary
- Increased information on standard detail sheets if necessary
- Erosion control plans prepared to meet City standards

A 60% engineer's opinion of cost will be prepared. A set of 60% plans will be provided to City ops managers and independent QA/QC engineer for a preliminary review.

90% Design Documents

The City's and independent QA's 30%, or 60% if required, submittal review comments will be incorporated into the 90% plans. The Consultant will submit a PDF file of 90% half size plan sheets, specifications, and an engineer's opinion of cost for City review. Specifications will be refined from the boilerplate special provisions developed as part of other I&I Program efforts.

Final Design Documents

90% submittal review comments will be incorporated into the final plans and specifications and a master set of signed contract documents will be provided to the City in PDF format to distribute through its online bidding system. A final engineer's opinion of cost will be submitted.

Permitting and Land Use approvals

When required by construction activities that cross environmental boundaries or land use approval, project design teams will prepare all necessary applications and documents to acquire environmental permits or land use approvals prior to construction.

Conditions:

- Lateral rehabilitation will include rehabilitation from the connection to the mainline to within 5' of the existing structure within private property. Guideline for lateral rehabilitation for all property types to be lateral rehabilitation to the second clean out, a branch in the line, or a private pump station. A clean out to be installed at branch or at private pump station to complete the rehabilitation
- Lateral rehabilitation will include installation of a new property line cleanout and/or private cleanout if none currently exist
- Public outreach efforts will be completed as part of a separate work order as needed
- Right of way and proposed cleanout location to be assumed from GIS information
- No upsizing of existing lines anticipated
- Right of entry required for site investigations or for construction will be identified by Consultant but obtained by the City
- Land Use research and investigation needs will be identified and coordinated by consultant in conjunction with City Engineer.
- Coordination with private property owners regarding cleanouts at the property line will be managed by the City
- Before issuing a stamped signed copy of the Construction Contract Documents, a MS Word copy will be sent to the City for issuance approval

Deliverables:

- Boilerplate specifications and specials to designers
- Environmental permits as needed
- Land Use approval as needed
- Project base map in AutoCAD format
- 30% Design Plans and Estimate
- Public Outreach Coordination
- 60% Design Plans, Specifications, and Estimate, if applicable
- 90% Design Plans, Specifications, and Estimate
- Final Contract Documents in MS Word format
- Final Signed Contract Documents

TASK #.2 PRE-DESIGN INVESTIGATIONS / DATA REVIEW

The selected subconsultant will review as-built/record drawings, pipe inspection videos, existing mapping, aerial photos, condition assessment sheets and recommendations and GIS information provided by the City. The consultant will conduct a site investigation of the project areas to verify mapping accuracy and examine the condition of manholes. Contact utility locate companies as required to identify possible project conflict locations. Prepare a project base map utilizing City GIS data and measurements taken on site.

TASK #.3 QA/QC SERVICES

Consultant will perform an internal QA check on deliverables prior to submittal. An independent QA check will be performed at all deliverable levels by an independent design consultant. Following completion of independent QA, design plans shall be submitted to City department of public works and operations staff for review.

Deliverables:

- QA reviews for 30-90-final design plans, specifications and estimate

TASK #.4 UTILITY COORDINATION / SURVEY & GEOTECHNICAL

The selected subconsultant shall identify and lead all work related to franchise utility coordination and relocation work required to ensure that all franchise utilities identified in the corridor and prepared with relocation plans, if necessary. Consultant shall hold utility coordination meetings with all franchise utility providers along the corridor following the 90%, and final plans, if necessary. Contractor shall be responsible for utility relocation coordination once the project is awarded. Consultant shall be responsible for overseeing that the contractor is coordinating the necessary franchise utility work.

Task #.4 Deliverables:

- Utility coordination log and contact list

TASK #.5 RIGHT-OF-WAY AND EASEMENT ACQUISITION SERVICES

The selected subconsultant shall provide right-of-way acquisition services as needed to acquire necessary right-of-way, permanent easements, and temporary construction easements for each project. This shall include all items necessary to provide completed acquisition files to the City for execution. In the event that condemnation is necessary, the City will contract directly with an attorney for those services. It is unknown the number of permanent or temporary easements that may be necessary; that information would be determined during the Condition Assessment and Pre-Design Task.

Right of entry, per Oregon City Municipal Code 13.08.125 – Right of Entry: Agents of the Public Works Department may have free access to view the inside of private sewer laterals located on private property that connect to the City mains by a camera. Public Works Department staff will not enter into private property without notice and consent of the property owner. Consultant, and any construction contractors, would be working as agents of the City in this regard.

Task #.5 Conditions:

- Projects will only require right-of-entry and temporary construction easements
- Temporary construction easements will not require legal descriptions
- Temporary construction easements will not require appraisals or appraisal reviews
- Owner compensation costs not included

Task #.5 Deliverables:

- Right of entries for package area
- Right of Way and Easement acquisition as needed
- Temporary construction easement exhibits, and agreements as needed

TASK #.6 BIDDING SERVICES

Wallis Engineering and selected subconsultants will conduct pre-bid meetings (as required), respond to bidder inquiries, prepare technical addenda, review bids received (including pricing), and provide Recommendation of Award Letters.

Task #.6 Conditions:

- Bidding services for construction contracts
- Pre-bid meeting could be required

Task #.6 Deliverables:

- Pre-bid meeting agenda and minutes
- Addenda as required (assumed two addenda)
- Bid tabulation
- Recommendation of award letter

TASK #.7 CONSTRUCTION MANAGEMENT SERVICES

Wallis Engineering and selected subconsultants shall provide all construction management services necessary to support the Program. This work shall include, but is not limited to, attending preconstruction meeting, reviewing shop drawings and material submittals, performing all necessary inspections and providing daily inspection reports, attending progress meetings, reviewing and making recommendation on contractor monthly progress payments, responding to all RFI's, conducting final walk through and punch list, and providing final asbuilt record drawings and a post-construction survey.

Task #.7 Conditions:

- Budget based upon anticipated construction package cost

Task #.7 Deliverables:

- Meeting agenda and minutes
- Daily inspection reports
- Pay estimate reviews
- RFI and submittal review
- Punch list
- As-built drawings
- Post construction record of survey

TASK #.8 ADDITIONAL SERVICES – DESIGN

An allotment of 15% of Design Allotment is included in this task for additional design services as required. Consultant will perform additional services as requested and approved by the City Project Manager.

TASK #.9 ADDITIONAL SERVICES – CONSTRUCTION

An allotment of 20% of Design Allotment is included in this task for additional construction services as required. Consultant will perform additional services as requested and approved by the City Project Manager

FY 26–27 PROGRAM SCOPE CHANGES FROM FY 25-26 SCOPE

TASK 4 Linn Basin SS #1

Package is completed.

TASK 5 Linn Basin SS #2

Project is in construction. Construction anticipated to continue until October 2026.

TASK 6 Molalla Ave Rehab Project

Package is completed.

TASK 7 Rivercrest Lateral Rehabilitation

Package is completed.

TASK 8 Newell Basin 1

Package has completed 30% design stage and is currently holding at 90% design. Design completion including submission of 90% and Type II Land Use application is anticipated during FY 26-27. Final Design and Construction anticipated during FY 27-28 with Construction starting end of 2027.

TASK 9 Linn Basin SS #3

Package is at the end of design with bidding to take place in August 2026. Construction anticipated to stretch into early FY 27-28.

TASK 10 McLoughlin Basin #2

Package in design. 30%, 60%, 90% and Final design submittals anticipated for FY 26-27. Construction projected for summer 2027.

TASK 11 Center Street Catch Basin Disconnect (Eliminated)

Package has been removed from the program.

TASK 12 McLoughlin Basin #1

Package is in construction. Construction is expected to continue until September 2026.

TASK 13 Linn Basin SS #4

Package scoping began in FY 25-26. Some preliminary design efforts completed in FY 25-26. Due to significant geohazard challenges, design anticipated to span two fiscal years. Anticipated 30% design phase completed in FY 26-27. 60%, type II application, 90% and Final design anticipated during FY 27-28. Construction anticipated for FY 28-29.

TASK 14 McLoughlin Basin #3

Package is on hold. Design not anticipated to restart within project 5-year plan. This project is currently intended to follow the future Linn 6 as shown in the 5-year plan.

TASK 15 Manhole Rehabilitation Package (FY 26-27)

Former task 2.6, pilot program now a yearly package. Package will be bid in fourth quarter 2026 for work in early 2027.

TASK 16 Main St. 10th – 15th Improvements

90% Design underway anticipated for construction in FY 26-27, but no construction services are anticipated under this contract.

		26-27 Wallis Labor	Expenses	Subconsultants	Total Cost
Task 1	Program Administration	$ 105,000.00	$ -	$ -	$ 105,000.00
Task 2	Program Management	$ 352,724.80	$ 100.00	$ 190,950.00	$ 543,774.80
Task 3	Flow Monitoring and Analysis	$ 71,000.00	$ 9,000.00	$ 237,000.00	$ 317,000.00
Task 4	Engineering Services for Design Package 1 - Linn Basin SS #1 - COMPLETED	$ -	$ -	$ -	$ -
Task 5	Engineering Services for Design Package 2 - Linn Basin SS #2	$ 159,172.00	$ 3,108.48	$ 38,756.00	$ 201,036.48
Task 6	Engineering Services for Design Package 3 - Molalla Ave - COMPLETED	$ 8,988.86	$ -	$ -	$ 8,988.86
Task 7	Engineering Services for Design Package 4 - Rivercrest Lateral Rehabilitation-COMPLETED	$ 1,000.00	$ -	$ 20,000.00	$ 21,000.00
Task 8	Engineering Services for Design Package 5 - Newell Basin 1	$ 91,000.00	$ -	$ 575,436.85	$ 666,436.85
Task 9	Engineering Services for Design Package 6 - Linn Basin SS #3	$ 93,000.00	$ -	$ 543,600.00	$ 636,600.00
Task 10	Engineering Services for Design Package 7 - McLoughlin Basin #2	$ -	$ -	$ 10,000.00	$ 10,000.00
Task 11	Engineering Services for Design Package 8 - Center Street Catch Basin Disconnect (ELIMINATED)				
Task 12	Engineering Services for Design Package 9 - McLoughlin Basin #1	$ 35,000.00	$ -	$ 10,000.00	$ 45,000.00
Task 13	Engineering Services for Design Package 10 - Linn Basin SS #4	$ -	$ -	$ 10,000.00	$ 10,000.00
Task 14	Engineering Services for Design Package 11 - McLoughlin Basin #3	$ -	$ -	$ -	$ -
Task 15	Manhole Sealing Program	$ -	$ -	$ -	$ -
Task 16	Engineering Services for Design Package 13 - Engineering Services for Main St. 10th - 15th	$ -	$ -	$ -	$ -
	Project Subtotal	**$ 916,885.66**	**$ 12,208.48**	**$ 1,635,742.85**	**$ 2,564,836.99**

Pkg#	Proposed FY 26-27 Allocations	Proposed Design Engineer
1	Linn Basin SS #1	Leeway
2	Linn Basin SS #2	Wallis
3	Molalla Ave	Wallis
4	Rivercrest #4 Lateral Rehabilitation	Century West
5	Newell Basin #1	Keller
6	Linn Basin SS #3	Windsor
7	McLoughlin Basin #2	Century West
8	Center Street Catch Basin Disconnect - Cancelled	Wallis
9	McLoughlin Basin #1	Leeway
10	Linn Basin SS #4	Wallis
11	McLoughlin Basin #3	TBD
12	Manhole Sealing Program	Wallis
13	Main St. 10th - 12th	Wallis

FEE SUMMARY		
Wallis Labor	$	916,885.66
Wallis Expenses	$	12,208.48
Subconsultants		
ADS	$	25,000.00
Badger / Smart Cover	$	12,000.00
BHC	$	200,000.00
Compass	$	-
Cent. West	$	10,000.00
EPIC	$	-
GRI	$	176,411.00
JLA	$	-
Keller	$	310,436.85
KGA	$	-
Leeway	$	-
Mackay Sposito	$	600,000.00
Arborist	$	60,000.00
Pace	$	8,295.00
CCTV	$	-
Pro-Vac	$	-
Windsor	$	233,600.00
NOTE: Fee includes 5% markup		
TOTAL BUDGET	**$**	**2,564,836.99**

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

CITY OF OREGON CITY

Staff Report

To:	City Commission	**Agenda Date:**	June 17, 2026
From:	Shaun Davis, Police Chief		

SUBJECT:
Item 7.j. - Five-year agreement with Axon Enterprise, Inc. for equipment hardware, software, and unlimited digital evidence storage.

STAFF RECOMMENDATION:
Staff recommends the City Commission authorize the City Manager to enter into the agreement with Axon Enterprise, Inc. for the purchase of Axon devises, including body-worn-cameras, Tasers and accessories, interview room camera systems, drone, associated hardware, analytical Cloud and Software services, training, and unlimited digital evidence storage for a 5-year period in an amount not to exceed $822,107.94.

EXECUTIVE SUMMARY:

Staff is seeking Commission approval of a five-year contract with Axon Enterprise, Inc. body-worn-cameras, Tasers and accessories, interview room camera systems, drone, associated hardware, analytical Cloud and Software services, training, and unlimited digital evidence storage to meet the needs of the Oregon City Police Department, the City of Oregon City, and our community.

The purchase is being made through the State of Oregon Participating Addendum 27163 to the NASPO ValuePoint Cooperative Master Agreement No. OK-MA-145-21-100.

BACKGROUND:

Our officers regularly respond to domestic violence incidents, behavioral health crises, and other urgent calls that require careful documentation, de-escalation, and strong coordination with prosecutors. These cases depend on reliable digital evidence, secure storage, and efficient information sharing to ensure accountability and successful case outcomes.

To meet these demands, OCPD continues to integrate public safety technology systems through Axon Enterprises, Inc. The continuation of this system and services is necessary to upgrade equipment and utilize existing infrastructure currently in place including conducted energy devices (Tasers), body-worn cameras (BWCs), cloud-based interview room recording systems, drone, and digital evidence management software.

The department began deploying Tasers to provide officers with safer de-escalation options

and reduce the risk of serious injury. In 2021, the technology infrastructure expanded by implementing Axon body-worn cameras and full fleet in-car camera systems in 2023. Both camera systems help to improve transparency and preserve evidence integrity. Body-worn cameras can be an effective tool to improve the understanding of interactions between law enforcement and members of the community and can aid in timely resolutions of inquiries and complaints. The fleet 3 vehicle mounted cameras better pair with our BWCs and aid in capturing evidence along with the driving behaviors that traffic officers are enforcing. The video recordings are safely stored as evidence and easily shared with the District Attorney's Office and/or City Prosecutor through the Axon portal.

This technology is now part of everyday operations and reflects the expectations of our community. These tools are critical in supporting law enforcement strategies to improve public safety, enhance transparency, reduce crime, bolster prosecution efforts, and strengthen relationships between law enforcement and the community.

The contract provides cameras and applicable licenses for each uniformed member of the Oregon City Police Department. In addition, the agreement provides necessary hardware, cloud storage, service, and training for staff members. The five-year contract provides for automatic camera and Taser replacement at years 2.5 and 5.

Total expenditure on this five-year agreement, listed below, is included in the 2026-27 and 2027-28 fiscal years at a lesser amount to accommodate for the remaining in-car fleet contract the department has with Axon Enterprise, Inc, which is approximately $51,000 each year. At the end of the in-car fleet contract, there will be no contract and we own the equipment. The remaining three fiscal years, 2028-29, 2029-30, and 2030-31 will be evenly distributed for the remainder of the contract.

The purchase is being made through the State of Oregon Participating Addendum 27163 to the NASPO ValuePoint Cooperative Master Agreement No. OK-MA-145-21-100.

Year 1: $107,999.98 – hardware, data storage, training, and software subscriptions.
Year 2: $126,816.93 – hardware maintenance, data storage, and software subscriptions.
Year 3: $195,763.68 – hardware replacement, hardware maintenance, data storage, and software subscriptions.
Year 4: $195,763.68 – hardware maintenance, data storage, and software subscriptions.

Year 5: $195,763.67 – hardware replacement, hardware maintenance, data storage, and software subscriptions.

OPTIONS:

1. Approve Five-year agreement with Axon Enterprise, Inc. for equipment hardware, software, and unlimited digital evidence storage..
2. Approve Five-year agreement with Axon Enterprise, Inc. for equipment hardware, software, and unlimited digital evidence storage. with Amendments.
3. Deny Five-year agreement with Axon Enterprise, Inc. for equipment hardware, software, and unlimited digital evidence storage. and provide further direction.

BUDGET IMPACT:

Amount	$822,107.94
Fiscal Year(s):	2026-2031
Funding Source(s):	Equipment Reserves and General Fund
Included in Approved Budget:	Contract Extension

Q-845699-46162AA

Issued: 05/20/2026

Quote Expiration: 06/30/2026

Estimated Contract Start Date: 09/01/2026

Account Number: 113165

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Oregon City Police Dept. - OR 1234 Linn Ave Oregon City, OR 97045-3637 USA	Oregon City Police Dept. - OR PO Box 3040 Oregon City OR 97045-0304 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Alex Aguilar Phone: (253) 389-2615 Email: alaguilar@axon.com Fax:	Joseph Pagano Phone: 503-905-3548 Email: jpagano@orcity.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$822,107.94
ESTIMATED TOTAL W/ TAX	$822,107.94

Discount Summary

Average Savings Per Year	$51,615.92
TOTAL SAVINGS	$258,079.62

Payment Summary

Date	Subtotal	Tax	Total
Aug 2026	$107,999.98	$0.00	$107,999.98
Aug 2027	$126,816.93	$0.00	$126,816.93
Aug 2028	$195,763.68	$0.00	$195,763.68
Aug 2029	$195,763.68	$0.00	$195,763.68
Aug 2030	$195,763.67	$0.00	$195,763.67
Total	**$822,107.94**	**$0.00**	**$822,107.94**

Quote Unbundled Price:	**$928,039.10**
Quote List Price:	**$843,693.50**
Quote Subtotal:	**$822,107.94**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			$1.00	($588.94)	($588.94)	$0.00	($588.94)
100552	TRANSFER BALANCE - GOODS	1			$1.00	$12,907.08	$12,907.08	$0.00	$12,907.08
BWCamTAP	Body Worn Camera TAP Bundle	46	60	$54.91	$39.00	$39.00	$107,640.00	$0.00	$107,640.00
IR2CA	Interview Room 2 Camera Standard	5	60	$509.41	$446.09	$334.57	$100,371.00	$0.00	$100,371.00
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	60	$14.54	$10.48	$10.48	$1,886.40	$0.00	$1,886.40
C00018	BUNDLE - TASER 7 CERTIFICATION	45	60	$91.93	$85.58	$85.58	$231,066.00	$0.00	$231,066.00
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	46	60			$114.02	$5,245.00	$0.00	$5,245.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	60	$82.31	$62.52	$62.52	$11,253.60	$0.00	$11,253.60
A00046	AXON AIR DFR PATROL PLAN	1	60			$0.00	$0.00	$0.00	$0.00
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	3			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00003	AB4 1-Bay Dock Bundle	3			$229.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	46	60		$10.85	$10.85	$29,946.00	$0.00	$29,946.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	60		$10.85	$10.85	$29,946.00	$0.00	$29,946.00
102610	AXON COMMUNITY LINK	46	60		$16.27	$16.27	$44,905.20	$0.00	$44,905.20
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	46	60		$32.55	$32.55	$89,838.00	$0.00	$89,838.00
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	46	60		$32.76	$32.76	$90,417.60	$0.00	$90,417.60
BasicLicense	Basic License Bundle	48	60		$16.27	$16.25	$46,800.00	$0.00	$46,800.00
ProLicense	Pro License Bundle	7	60		$48.82	$48.75	$20,475.00	$0.00	$20,475.00
Total							**$822,107.94**	**$0.00**	**$822,107.94**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	3	1	08/01/2026
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	3	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	5	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	41	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	51	1	08/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 CONNECTED HARDWARE BUNDLE	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	51	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	51	1	08/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	1	08/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	08/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	08/01/2026
AXON AIR DFR PATROL PLAN	102765	AXON AIR - SKYDIO X10 PATROL DFR HW KIT	1	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	100591	AXON TASER - CLEANING KIT	1	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	45	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	1	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	54	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	45	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	225	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	225	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	90	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	90	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	45	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	45	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	08/01/2026
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10	1	08/01/2026
Interview Room 2 Camera Standard	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	5	1	08/01/2026
Interview Room 2 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	08/01/2026
Interview Room 2 Camera Standard	50298	AXON INTERVIEW - CAMERA - OVERT DOME	10	1	08/01/2026
Interview Room 2 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	5	1	08/01/2026
Interview Room 2 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	90	1	08/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	90	1	08/01/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	90	1	08/01/2028
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	90	1	08/01/2028
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	90	1	08/01/2028
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	90	1	08/01/2028
AXON AIR DFR PATROL PLAN	102767	AXON AIR - SKYDIO SAFE - X10 PATROL DFR HW KIT - REFRESH 1	1	1	02/01/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	3	1	02/01/2029
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	3	1	02/01/2029
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	47	1	02/01/2029
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE)	90	1	08/01/2029

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		NS			
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	90	1	08/01/2029
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	90	1	08/01/2030
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	90	1	08/01/2030
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	3	1	08/01/2031
Body Worn Camera Single-Bay Dock TAP Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	3	1	08/01/2031
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	47	1	08/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR DFR PATROL PLAN	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	1	09/01/2026	08/31/2031
AXON AIR DFR PATROL PLAN	102678	AXON AIR - SKYDIO X10 PATROL DFR SUBSCRIPTION PLAN W/ DATA	1	09/01/2026	08/31/2031
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	48	09/01/2026	08/31/2031
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	48	09/01/2026	08/31/2031
BUNDLE - TASER 7 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	45	09/01/2026	08/31/2031
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	45	09/01/2026	08/31/2031
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	09/01/2026	08/31/2031
Interview Room 2 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	09/01/2026	08/31/2031
Interview Room 2 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	09/01/2026	08/31/2031
Interview Room 2 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	09/01/2026	08/31/2031
Interview Room 2 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	09/01/2026	08/31/2031
Interview Room 2 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	10	09/01/2026	08/31/2031
Interview Room 2 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	09/01/2026	08/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	21	09/01/2026	08/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	7	09/01/2026	08/31/2031
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	46	09/01/2026	08/31/2031
A la Carte	102610	AXON COMMUNITY LINK	46	09/01/2026	08/31/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	46	09/01/2026	08/31/2031
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	09/01/2026	08/31/2031
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	46	09/01/2026	08/31/2031

Services

Bundle	Item	Description	QTY
AXON AIR DFR PATROL PLAN	102526	PSO 1-DAY ONSITE TRAINING	1
AXON AIR DFR PATROL PLAN	102667	AXON AIR - SKYDIO X10 PATROL DFR SERVICES - PREMIUM SOLUTION	1
AXON AIR DFR PATROL PLAN	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	45
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	45
Interview Room 2 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	5

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	3	09/01/2026	08/31/2031
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	3	09/01/2026	08/31/2031
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	46	09/01/2026	08/31/2031
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	1	09/01/2026	08/31/2031
Interview Room 2 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	5		
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	54	08/01/2027	08/31/2031
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	1	08/01/2027	08/31/2031
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	45	08/01/2027	08/31/2031
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	08/01/2027	08/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1234 Linn Ave	Oregon City	OR	97045-3637	USA

Payment Details

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	46	$10,163.61	$0.00	$10,163.61
Annual Payment 1	102610	AXON COMMUNITY LINK	46	$5,047.68	$0.00	$5,047.68
Annual Payment 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	46	$3,366.15	$0.00	$3,366.15
Annual Payment 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	$3,366.15	$0.00	$3,366.15
Annual Payment 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	46	$10,098.46	$0.00	$10,098.46
Annual Payment 1	A00046	AXON AIR DFR PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 1	BasicLicense	Basic License Bundle	48	$5,260.67	$0.00	$5,260.67
Annual Payment 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$1,264.99	$0.00	$1,264.99
Annual Payment 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$212.04	$0.00	$212.04
Annual Payment 1	BWCamTAP	Body Worn Camera TAP Bundle	46	$12,099.53	$0.00	$12,099.53
Annual Payment 1	C00018	BUNDLE - TASER 7 CERTIFICATION	45	$25,973.56	$0.00	$25,973.56
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	3	$0.00	$0.00	$0.00
Annual Payment 1	H00003	AB4 1-Bay Dock Bundle	3	$0.00	$0.00	$0.00
Annual Payment 1	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	46	$5,245.00	$0.00	$5,245.00
Annual Payment 1	IR2CA	Interview Room 2 Camera Standard	5	$11,282.46	$0.00	$11,282.46
Annual Payment 1	ProLicense	Pro License Bundle	7	$2,301.54	$0.00	$2,301.54
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	$12,907.08	$0.00	$12,907.08
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	($588.94)	$0.00	($588.94)
Total				**$107,999.98**	**$0.00**	**$107,999.98**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	46	$14,252.14	$0.00	$14,252.14
Annual Payment 2	102610	AXON COMMUNITY LINK	46	$7,078.21	$0.00	$7,078.21
Annual Payment 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	46	$4,720.26	$0.00	$4,720.26
Annual Payment 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	$4,720.26	$0.00	$4,720.26
Annual Payment 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	46	$14,160.78	$0.00	$14,160.78
Annual Payment 2	A00046	AXON AIR DFR PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 2	BasicLicense	Basic License Bundle	48	$7,376.88	$0.00	$7,376.88
Annual Payment 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$1,773.86	$0.00	$1,773.86
Annual Payment 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$297.35	$0.00	$297.35
Annual Payment 2	BWCamTAP	Body Worn Camera TAP Bundle	46	$16,966.82	$0.00	$16,966.82
Annual Payment 2	C00018	BUNDLE - TASER 7 CERTIFICATION	45	$36,421.94	$0.00	$36,421.94
Annual Payment 2	IR2CA	Interview Room 2 Camera Standard	5	$15,821.04	$0.00	$15,821.04
Annual Payment 2	ProLicense	Pro License Bundle	7	$3,227.39	$0.00	$3,227.39

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				**$126,816.93**	**$0.00**	**$126,816.93**

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	46	$22,000.62	$0.00	$22,000.62
Annual Payment 3	102610	AXON COMMUNITY LINK	46	$10,926.44	$0.00	$10,926.44
Annual Payment 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	46	$7,286.53	$0.00	$7,286.53
Annual Payment 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	$7,286.53	$0.00	$7,286.53
Annual Payment 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	46	$21,859.59	$0.00	$21,859.59
Annual Payment 3	A00046	AXON AIR DFR PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 3	BasicLicense	Basic License Bundle	48	$11,387.48	$0.00	$11,387.48
Annual Payment 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$2,738.24	$0.00	$2,738.24
Annual Payment 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$459.00	$0.00	$459.00
Annual Payment 3	BWCamTAP	Body Worn Camera TAP Bundle	46	$26,191.21	$0.00	$26,191.21
Annual Payment 3	C00018	BUNDLE - TASER 7 CERTIFICATION	45	$56,223.53	$0.00	$56,223.53
Annual Payment 3	IR2CA	Interview Room 2 Camera Standard	5	$24,422.49	$0.00	$24,422.49
Annual Payment 3	ProLicense	Pro License Bundle	7	$4,982.02	$0.00	$4,982.02
Total				**$195,763.68**	**$0.00**	**$195,763.68**

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	46	$22,000.62	$0.00	$22,000.62
Annual Payment 4	102610	AXON COMMUNITY LINK	46	$10,926.44	$0.00	$10,926.44
Annual Payment 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	46	$7,286.53	$0.00	$7,286.53
Annual Payment 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	$7,286.53	$0.00	$7,286.53
Annual Payment 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	46	$21,859.59	$0.00	$21,859.59
Annual Payment 4	A00046	AXON AIR DFR PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 4	BasicLicense	Basic License Bundle	48	$11,387.48	$0.00	$11,387.48
Annual Payment 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$2,738.24	$0.00	$2,738.24
Annual Payment 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$459.00	$0.00	$459.00
Annual Payment 4	BWCamTAP	Body Worn Camera TAP Bundle	46	$26,191.21	$0.00	$26,191.21
Annual Payment 4	C00018	BUNDLE - TASER 7 CERTIFICATION	45	$56,223.53	$0.00	$56,223.53
Annual Payment 4	IR2CA	Interview Room 2 Camera Standard	5	$24,422.49	$0.00	$24,422.49
Annual Payment 4	ProLicense	Pro License Bundle	7	$4,982.02	$0.00	$4,982.02
Total				**$195,763.68**	**$0.00**	**$195,763.68**

Aug 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	46	$22,000.62	$0.00	$22,000.62
Annual Payment 5	102610	AXON COMMUNITY LINK	46	$10,926.44	$0.00	$10,926.44
Annual Payment 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	46	$7,286.53	$0.00	$7,286.53
Annual Payment 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	$7,286.53	$0.00	$7,286.53
Annual Payment 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	46	$21,859.59	$0.00	$21,859.59
Annual Payment 5	A00046	AXON AIR DFR PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 5	BasicLicense	Basic License Bundle	48	$11,387.48	$0.00	$11,387.48
Annual Payment 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$2,738.24	$0.00	$2,738.24
Annual Payment 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$459.00	$0.00	$459.00
Annual Payment 5	BWCamTAP	Body Worn Camera TAP Bundle	46	$26,191.21	$0.00	$26,191.21
Annual Payment 5	C00018	BUNDLE - TASER 7 CERTIFICATION	45	$56,223.52	$0.00	$56,223.52
Annual Payment 5	IR2CA	Interview Room 2 Camera Standard	5	$24,422.49	$0.00	$24,422.49

Aug 2030						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 5	ProLicense	Pro License Bundle	7	$4,982.02	$0.00	$4,982.02
Total				**$195,763.67**	**$0.00**	**$195,763.67**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO OK-MA-145-21-100 (PA-Oregon #PO-10700-00027163) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Rewritten Quotes --->>> Q-322458, Q-367232, Q-370662, Q-406056, Q-413133, Q-441211, Q-505868, Q-562435, Q-565010, Q-580979, Q-286144

Agency is terminating those contracts effective 9/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

Transfer Balance --->>> The parties agree that Axon is applying a Transfer Balance of $12,318.14

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Pending Billing Contingency --->>> Pending Billing - Q-367232 - 3/1/2026 - $10,799.80

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated

shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

5/20/2026



DocuSign Envelope ID: F6119CB7-D198-4588-A136-B65FE2B441A2



The State of Oklahoma
by and through the
Office of Management and Enterprise Services

In conjunction with



And

AXON ENTERPRISE, INC.

NASPO ValuePoint Master Agreement Award for Public Safety / Law Enforcement Video Products, Services, and Solutions

Master Agreement Number: OK-MA-145-21-100

DocuSign Envelope ID: F6119CB7-D198-4588-A136-B65FE2B441A2

You are hereby notified that your response to Solicitation OK-MA-145-21, which opened August 18, 2021 is accepted. The following documents, are incorporated herein by reference and constitute the entire Contract between you and the State: 1) A Participating Entity's Participating Addendum ("PA"); 2) This NASPO ValuePoint Master Agreement Award which includes Exhibit A Terms, Conditions and Exhibit B Service Level Agreement and Exhibit C Price and Cost Proposal; 3) The Request for Proposal; and 4) The Contractors response to the Request for Proposal.

Axon Enterprise, Inc. awarded categories include:

Category 1 – Body Worn Video Cameras and Recording Devices.

Category 2 – Vehicle Mounted Video and Recording Devices.

Category 4 – Interrogation / Interview Room Video and Recording Equipment

Category 5 – Video Storage, Data Security, Software and Peripherals

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties have caused this Contract to be duly executed intending to be bound thereby.

STATE OF OKLAHOMA **Office of Management and Enterprise Services** By: Amanda L Otis Amanda Otis (Sep 21, 2023 16:02 CDT)	**CONTRACTOR** **Axon Enterprise, Inc..** By: DocuSigned by: 55DAEBB131A4424...
Date: 09/21/2023	Date: 9/21/2023 | 12:34 PM MST
Title:State Purchasing Director	Title: VP, Assoc. General Counsel

**Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.*

Master Agreement Number: OK-MA-145-21-100

DocuSign Envelope ID: F6119CB7-D198-4588-A136-B65FE2B441A2

OKLAHOMA AND NASPO VALUEPOINT MASTER AGREEMENT AWARD

SUMMARY

1. Scope of Work Defined. The goal of this Master Agreement is to provide State(s) requirements for competitive proposals along with value-added solutions which allow State and Local Governments to easily equip their public safety transportation equipment and employees with the best competitive pricing, cutting edge technology, and superior customer services without the need for individual competitive proposals.

   With the volatile speed of technology designs, growing demands and unique customizable configurations, these product categories shall remain flexible and may be redefined during the life of this contract.

   Note: the following items will not be included in this contract award: *Body Armor, LED Light Bars, Public Safety Radios, Radar, and Lidar Equipment.* These items are on separate NASPO ValuePoint Master Agreements.

2. Master Agreement Order of Precedence. Any Order placed under this Master Agreement shall consist of the following documents:

   (1) Participating Entity's Participating Addendum ("PA")
   (2) Oklahoma NASPO ValuePoint Master Agreement Award
      a. Summary
      b. NASPO ValuePoint Master Agreement Terms and Conditions, inclusive of any terms proposed by Contractor and accepted by the Lead State
      c. Oklahoma Terms and Conditions
      d. Service Level Agreement
      e. Price and Cost Proposal
   (3) A Purchase Order issued against the Master Agreement
   (4) The Solicitation; and
   (5) Contractor's response to the Solicitation, including but not limited to Contractor's Terms and Conditions Contained in Response, as revised and accepted by the Lead State.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

Master Agreement Number: OK-MA-145-21-100

DocuSign Envelope ID: F6119CB7-D198-4588-A136-B65FE2B441A2



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract, or other document used by a Purchasing Entity to order the Products.

1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.12 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

2.1 **Initial Term.** The initial term of this Master Agreement is for two (2) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

2.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

2.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 Order. Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA").

3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto.

3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement.

3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions.

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 Participating Addenda. Participating Addenda will not be construed to dimmish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering

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document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Eligibility for a Participating Addendum. Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but

not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage, or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

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5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, *e.g.* local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (*e.g.*, names, addresses, social security numbers or any other numerical identifier) may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint

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Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to

future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.

6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or

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amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms, and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 Order Numbers. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated, or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

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7.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered.

7.6.2 A shipping address and other delivery requirements, if any.

7.6.3 A billing addresses.

7.6.4 Purchasing Entity contact information.

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor.

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

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7.7 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

8.1 Shipping Terms. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 Inside Deliveries. To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 Packaging. All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

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IX. Inspection and Acceptance

9.1 Laws and Regulations. Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 Inspection. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing,

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Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates.

12.2.1.2 specified by the Contractor to work with the Product.

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been

avoided by substituting another reasonably available product, system, or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information, and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

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13.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not 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 purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

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14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

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14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements.

14.8.1.2 A material breach of any term or condition of this Master Agreement.

14.8.1.3 Any certification, representation, or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading.

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law.

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof.

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement.

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations.

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution

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of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state 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 state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating

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Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

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OKLAHOMA
Office of Management
& Enterprise Services

EXHIBIT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

1.1 Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.

1.2 At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.

1.3 If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or

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otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.

1.4 The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

A. any Addendum;

B. any applicable Solicitation;

C. any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;

D. the terms contained in this Contract Document;

E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;

F. any statement of work, work order, or other similar ordering document as applicable; and

G. other mutually agreed Contract Documents.

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2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2 **Addendum** means a mutually executed, written modification to a Contract Document.

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4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.

4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.

4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.

4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.

4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.

4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.

4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.

4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.

4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.

4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law

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of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

4.14 **OAC** means the Oklahoma Administrative Code.

4.15 **OMES** means the Office of Management and Enterprise Services.

4.16 **Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.

4.17 **State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.

4.18 **Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.

4.19 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.

4.20 **Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.

4.21 **Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions,

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formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

5.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

5.2 Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

5.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

6.1 Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

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6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to

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perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.

6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.

B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.

C. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.

D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.

E. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.

F. Supplier shall have no right of setoff.

G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

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H. The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than $5,000,000 per occurrence;

C. Automobile Liability Insurance with limits of liability of not less than $5,000,000 combined single limit each accident;

D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than $5,000,000 per occurrence;

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E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits $5,000,000 per occurrence; and

F. Additional coverage required in writing in connection with a particular Acquisition.

8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

8.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;

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C. Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;

D. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;

E. Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);

G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;

H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at **www.dhs.gov/E-Verify**;

I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and

J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at

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https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.

9.5 The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

9.6 As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

9.7 The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.

9.8 Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

9.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.

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9.10 If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

10.1 As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

10.2 The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

10.3 Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

11.1 The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with

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and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

11.2 Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.

11.3 Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.

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11.4 Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.

11.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent

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that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a

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subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or

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subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

A. Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

B. To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents,

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representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

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In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

A. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

B. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.

C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

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17.1 Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

17.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with

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confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days'

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written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption

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of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not

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received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:
State Purchasing Director
5005 North Lincoln Boulevard, Suite 300

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Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:
Purchasing Division Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier

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in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq*. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.

B. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.

C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.

D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service

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under the Contract may be transitioned after termination or expiration of the Contract.

E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents

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entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

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EXHIBIT C

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms ("Information Technology Terms"), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services ("OMES-IS") is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 Definitions

1.1 **COTS** means software that is commercial off the shelf.

1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.

1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.

1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.

1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

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by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

1.8 **Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.

1.9 **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.

1.10 **State CIO** means the State Chief Information Officer or authorized designee.

1.11 **Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

1.12 **Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.

1.13 **Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

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personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

2.1 Customer removes the product for which the services are provided, from productive use or;

2.2 The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at https://omes.ok.gov/services/information-services/accessibility-standards. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

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All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

4.1 Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.

4.2 Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 Compliance with Technology Policies

6.1 The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at http://eclipse.omes.ok.gov.

6.2 Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

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6.3 Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

9.1 A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;

9.2 An assignment by the Supplier for the benefit of its creditors;

9.3 A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;

9.4 The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;

9.5 The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;

9.6 The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;

9.7 Supplier's ceasing of maintenance and support of the software; or

9.8 Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

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10 Commercial Off The Shelf Software

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

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shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

12.1 As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.

12.2 Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier's signature due to the dissolution of Supplier or Supplier's failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier's agent and Supplier's attorney-in-fact to act for and in Supplier's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer's sole expense, in the preparation and

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prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

12.3 Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.

12.4 All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

12.5 These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.

12.6 Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.

12.7 Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

12.8 To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

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necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

12.9 Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.

12.10 To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

12.11 If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

13.1 If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

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13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:
Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

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Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).

2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.

3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

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Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.

3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.

4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.

5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.

6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards

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during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D. **Security Incident or Data Breach Notification:** Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.

2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).

3. Supplier shall:

a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;

b. Make summary information regarding such procedures available to Customer at Customer's request;

c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

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d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.

3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. Notices

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

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G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.

2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.

3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.

4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or though the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

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opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

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Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation ("FBI"), Criminal Justice Information Services (CJIS) Division's CJIS Security Policy ("CJIS Security Policy" or "Security Policy" herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer ("CSO") and the FBI CJIS Division's Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information ("CJI"). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency ("CJA") and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix "A" to said Security Policy, "access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI."**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System ("OLETS") which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices "A" & "B";

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2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices "D", "E", "F" & "H"; and
5. the Supplemental Guidance in Appendices "J" & "K".

This FBI Security Policy is located and may be downloaded at: https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist	Compliance checklist –
Policy Area 1	Information Exchange Agreements
Policy Area 2	Security Awareness Training
Policy Area 3	Incident Response
Policy Area 4	Auditing and Accountability
Policy Area 5	Access Control
Policy Area 6	Identification and Authentication
Policy Area 7	Configuration Management
Policy Area 8	Media Protection
Policy Area 9	Physical Protection
Policy Area 10	Systems and Communications Protection and Information Integrity
Policy Area 11	Formal Audits
Policy Area 12	Personnel Security

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EXHIBIT D

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

1.1 The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.

1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.

2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.

2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

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3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract

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management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

i. Electronic submission in Microsoft Excel format to **strategic.sourcing@omes.ok.gov**;

ii. Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;

iii. Submission no later than forty-five (45) days following the end of each calendar quarter;

iv. Contract quarterly reporting periods shall be as follows:

a. January 01 through March 31;

b. April 01 through June 30;

c. July 01 through September 30; and

d. October 01 through December 31.

v. Reports must include the following information:

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a. Procuring entity;
b. Order date;
c. Purchase Order number or note that the transaction was paid by Purchase Card;
d. City in which products or services were received or specific office or subdivision title;
e. Product manufacturer or type of service;
f. Manufacturer item number, if applicable;
g. Product description;
h. General product category, if applicable;
i. Quantity;
j. Unit list price or MSRP, as applicable;
k. Unit price charged to the purchasing entity; and
l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

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Negotiated Exceptions and Additional Terms
STATE OF OKLAHOMA CONTRACT WITH AXON ENTERPRISE, INC.

RESULTING FROM SOLICITATION NO. OK-MA-145-21

Negotiated Exceptions and Additional Terms to the Solicitation

The Solicitation is hereby amended to include the terms as set forth below and supersedes all prior terms submitted by **Axon Enterprise, Inc.** discussed by the parties, or the terms in the exhibits or attachments in the NASPO ValuePoint Master Agreement.

Requested Exceptions and Additional Terms not addressed below are declined by the State of Oklahoma.

Term & Section	Language
Exhibit A, NASPO ValuePoint Master Agreement Terms and Conditions, Definitions, Participating Addendum, Section 2.1	**This section is deleted in its entirety and replaced with the following:** **Initial Term.** The initial term of this Master Agreement ~~is for two~~ shall begin on the date of award and run through June 30, 2025. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
Attachment A, NASPO ValuePoint Master Agreement Terms and Conditions ('Terms and Conditions'), Order of Precedence (Section 3.1, pg 3)	**This subsection shall be deleted in its entirety**
Attachment A, Terms and Conditions, Most Favored Customer (Section 5.4.5, pg 7)	**This subsection is deleted in its entirety and replaced with the following provision:** **5.4.5** Contractor shall, within a reasonable period of time of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third party contracts or agreement that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

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Attachment A, Terms and Conditions, Pricing (Section 6.1.1 through 6.1.3, pg 8)	**This subsection is deleted in its entirety and replaced with the following provision:** **6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement. **6.1.2** Following the initial term of the Master Agreement~~,~~ any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date. **6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State
Attachment A, Terms and Conditions, Payment (Section 6.2, pg 9)	**This subsection is deleted in its entirety and replaced with the following provision:** **6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the goods are delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
Attachment A, Terms and Conditions, Shipping Terms (Section 8.1.1, pg 11)	**This subsection is deleted in its entirety and replaced with the following provision:** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until delivery to the Purchasing Entity when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
Attachment A, Terms and Conditions, Inspection (Section 9.3.2, pg 12)	**This subsection shall be deleted in its entirety**
Attachment A, Terms and Conditions, Acceptance Testing	**This subsection is deleted in its entirety and replaced with the following provision:** **9.5.1** The Acceptance Testing period will be fifteen (15) calendar days, unless otherwise specified starting from the day after the Product is delivered or, if installed by Contractor, the day after

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(Section 9.5.1 through 9.5.5, pg 12)	the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. **9.5.2** If the Product does not conform to specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, reject the Product. **9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. **9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. **9.5.5** Products which are not rejected within the timeframe specified herein shall be deemed Accepted for all purpose under the Agreement. Products which are found to be non-conforming after this timeframe shall be handled in accordance with the Contractor's warranty procedure.
Attachment A, Terms and Conditions, Warranty (Section 10.2, pg 13)	**This subsection is deleted in its entirety and replaced with the following provision:** **10.2 Warranty.** The Contractor warrants for a period of one year upon arrival of the product at the point of delivery (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects in workmanship and materials.
Attachment A, Terms and Conditions, Warranty (Section 10.5, pg 13)	**This subsection is deleted in its entirety and replaced with the following provision:** **10.5 Warranty Period Start Date.** The warranty period will begin upon arrival of the product at the point of delivery.
Attachment A, Terms and	**This subsection is deleted in its entirety and replaced with the following provision:**

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Conditions, Conveyance of Title (Section 11.1, pg 14)	**11.1 Conveyance of Title.** Upon delivery to the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
Attachment A, Terms and Conditions, General Indemnification (Section 12.1, pg 14)	**This subsection is deleted in its entirety and replaced with the following provision:** **12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees (the "Indemnified Parties"), from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any negligent act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement, except to the extent such claim arises out of the gross negligence or willful misconduct of an Indemnified Party.
Attachment A, Terms and Conditions, Intellectual Property Indemnification (Section 13.4, pg 16)	**This subsection is deleted in its entirety and replaced with the following provision:** **13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within thirty (30) days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur which would result in reduction of coverage below limits specified herein.
Attachment A, Terms and Conditions, Records Administration and Audit (Section 14.1.1, pg 17)	**This subsection is deleted in its entirety and replaced with the following provision:** **14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it which shall reflect performance and administration of payments and fees; such records shall be those which Contractor maintains in its ordinary course of business. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the

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	purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of three (3) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. Such audit shall occur only once in any twelve month period at a time and place mutually agreed between the parties during normal business hours.
Attachment A, Terms and Conditions, Confidentiality, Non-Disclosure, and Injunctive Relief (Section 14.2.2.3, pg 17)	**This subsection is deleted in its entirety and replaced with the following provision:** **14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
Attachment A, Terms and Conditions, Records Administration and Audit (Section 14.3.1, pg 20)	**This subsection is deleted in its entirety and replaced with the following provision:** **14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the written approval of the Lead State. Such approval shall not be unreasonably withheld. For the avoidance of doubt, the Lead State retains the right to terminate or cancel the Contract if this section is violated by Contractor.
Attachment A, Terms and Conditions, Cancellation (Section 14.6, pg 20)	**This subsection is deleted in its entirety and replaced with the following provision:** **14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, including for Products delivered on a delayed payment schedule, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and

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	audit. Cancellation of the Master Agreement due to Contractor default may be immediate
Attachment A, Terms and Conditions, Default and Remedies (Section 14.8.2, pg 21)	**This subsection is deleted in its entirety and replaced with the following provision:** **14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
Attachment A, Terms and Conditions, Limitation of Liability, new Subsection 14.14	**Subsection 14.14 is added to the Contract as follows:** A. To the extent permitted by law, Contractor's cumulative liability to NASPO ValuePoint, Lead State, Participating Entity and any Purchasing Entity for any loss or damage resulting from any claim, demand, or action under this Agreement shall be limited, as applied to each party individually, to the greater of (a) the amount paid by Purchasing Entity to Contractor in the twelve months preceding the claim; or (b) one million dollars ($1,000,000.00) however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory. The foregoing limitation of liability shall not apply to claims that are subject to this Master Agreement's general indemnification and intellectual property indemnification obligations. B. Notwithstanding anything to the contrary in the Agreement, no provision shall limit Contractor's liability for actual direct damages, expenses, costs, actions, claims, and liabilities arising from or related the bad faith, gross negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Contractor or its employees, agents or subcontractors. To the extent permitted by law, Supplier's liability to NASPO ValuePoint, Lead State, Participating Entity Purchasing Entity for damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death, indemnity, security or confidentiality obligations

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	under the Contract shall be subject to a limitation of liability of ten million dollars ($10,000,000.00) but only as applied to each party individually. C. In connection with Contractor's performance under the Agreement, Contractor may have access to NASPO ValuePoint, Lead State, Participating Entity and Purchasing Entity's personnel, premises, data, records, equipment and other property. Contractor shall use commercially reasonable efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of NASPO ValuePoint, Lead State, Participating Entity and Purchasing Entity. . Contractor shall be responsible for damage to such intangible, real or personal property to the extent such damage is caused by its employees' or subcontractors' breach of this Agreement, and shall be responsible for loss of NASPO ValuePoint, Lead State, Participating Entity and Purchasing Entity real or tangible personal property in its possession, regardless of cause, but in no case will Supplier's liability exceed ten million dollars ($10,000,000.00) as applied to each party individually. If Contractor fails to comply with NASPO ValuePoint's, Lead State's, Participating Entity's or Purchasing Entity's security requirements, Contractor is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.
Exhibit B, State of Oklahoma General Terms ('General Terms') Order of Precedence (Section 2.2, pg 2 of 29)	**This subsection shall be deleted in its entirety.**
Exhibit B, General Terms, Ordering, Inspection, and Acceptance (Section 6.2-6.4, pg 7 of 29)	**This subsection is deleted in its entirety and replaced with the following provision:** **6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service. Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty

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	material and workmanship for a warranty period of the greater of ninety (90) days from the date of delivery or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period. Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination within fifteen (15) days of delivery, or such longer time as may be agreed upon between Customer and Supplier. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and repair or replace the Acquisition at Supplier's expense–or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy. **6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract. 6.4 Product warranty and return policies will not be more restrictive than warranty and return policies for other similarly situated customers for a like product.
Exhibit B, General Terms, Audit and Records Clause (Section 10.1, pg 13 of 29)	**This subsection is deleted in its entirety and replaced with the following provision:** 10.1 As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type

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	and regardless of whether such items are in written form, in the form of computer data, or in any other form Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer all records relevant to the performance of and amounts charged under the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract. Such audit shall occur only once in the Customer's then current fiscal period and at a reasonable location and time selected by Customer during normal business hours. The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7)years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
Exhibit B, General Terms, Confidentiality (Section 11.3, pg 14 of 29)	**This subsection is deleted in its entirety and replaced with the following provision:** 11.3 Supplier shall report to the Customer within 48 hours or sooner, unless a shorter time is required by applicable law, any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all reasonable costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years that are required by applicable law, all notice-related costs and toll free telephone call center services.

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Exhibit B, General Terms, Confidentiality (Section 11.6, pg 14 of 29)	**This subsection is deleted in its entirety and replaced with the following provision:** **11.6** The Supplier shall within 3 business days forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
Exhibit B, General Terms, Assignment and Permitted Subcontractors (Section 13.2, 13.3 pg 16 of 29)	**Subsections 13.2 and 13.3 are deleted in their entirety and replaced with the following provisions:** **13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prompt written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void. **13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide written notice to the State that Supplier has a written agreement with the subcontractor to comply, as applicable, with the terms of the Contract Documents. Supplier agrees that providing the written notice,

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	maintaining such an agreement with the subcontractor and obtaining prior written approval by the State of any subcontractor or associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
Exhibit B, General Terms, Limitation of Liability (Section 16.5, pg 20 of 29)	**B. This subsection is deleted in its entirety**
Exhibit B, General Terms, Security of Property and Personnel (Section 24, pg 25 of 29)	**This subsection is deleted in its entirety.**
Exhibit C, State of Oklahoma Information Technology Terms ("IT Terms"), Security Incident (Section 1.9, Page 2)	**Section 9.1 is deleted in its entirety and replaced with the following:** **Security Incident** means the reasonable suspicion of or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
Exhibit C, State of Oklahoma Information Technology Terms ("IT Terms"), Source Code Escrow (Section 1.11, Page 2)	**This subsection is deleted in its entirety and replaced with the following.** **Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, including any derivatives thereof developed after the effective date of the Contract.
Exhibit C, State of Oklahoma Information Technology Terms ("IT Terms"), Source	**This subsection is deleted in its entirety and replaced with the following:** **Source Code Escrow** State and Supplier agree that Supplier will not provide Customer

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Code Escrow (Section 9, Page 5)	customized computer software developed or modified exclusively for a state agency or the State under this Contract. Should Supplier and State explicitly agree, in writing, in a separate agreement, to the acquisition of customized computer software developed or modified exclusively, then the following terms will apply: Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following: **9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer; **9.2** An assignment by the Supplier for the benefit of its creditors; **9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature; **9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date; **9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property; **9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency; **9.7** Supplier's ceasing of maintenance and support of the software; or **9.8** Such other condition as may be statutorily imposed

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	by the future amendment or enactment of applicable Oklahoma law.
Exhibit C, IT Terms, Ownership Rights & Intellectual Property Ownership (Sections 11-12, Pages 6-9)	**12 Intellectual Property Ownership** The following terms apply to ownership and rights related to Intellectual Property: **12.1** State and Supplier agree that Supplier will not provide Customer Work Product developed or modified exclusively for a Customer. Supplier and State will address, in a separate written agreement, to the acquisition of Work Product developed or modified exclusively for a Customer. Notwithstanding the foregoing, Customer shall retain Intellectual Property Rights in its own preexisting intellectual property. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier. 12.2 To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non- exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier

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	Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product. 12.3 Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. 12.4 To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such. 12.5 If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.
Exhibit C, IT Terms, Change Management (Section 14, Page 10)	**This subsection is deleted in its entirety and replaced with the following:** When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such

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	product or service, Supplier shall provide written advance notice of such change as addressed in Axon's Service Offerings Agreement.
Administrative and Technical Response Requirements, Returns Due to User Error. (Section 2.2.11, page 16)	**This subsection is deleted in its entirety and replaced with the following:** Authorized Users may return unopened items ordered in error for up to thirty (30) calendar days from delivery. Authorized Users must identify the product and obtain written agreement from Supplier to return the unopened items. Such agreement shall not be unreasonably withheld. All returns of unopened items should be provided free-of-charge to Authorized User if scheduled at a normal delivery schedule. Otherwise, Authorized Users should be responsible for all costs associated with the preparation and shipment to Suppliers nearest location. No additional charges are allowed, including restocking fees.

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Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". The Master Agreement, including this Agreement, govern Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that the Master Agreement acts as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote. The Parties therefore agree as follows:

1 Definitions.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices.. Orders are subject to prior credit approval. Shipping dates are estimates only. Typographical errors may occur in any offer by Axon, and Axon reserves the right to notify Agency of the error and to modify or cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 Intentionally Omitted

3 Intentionally Omitted.

4 Taxes. Taxes are addressed in the Participating Entity's or the Participating State's Participating Addendum.

5 Intentionally Omitted.

6 Intentionally Omitted.

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's will repair or replace the Device with the same or like Device. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part from Axon, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon, to the extent permitted by applicable law, is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

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7.3 **Spare Axon Devices**. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with the Master Agreement. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 Intentionally Omitted.

7.4.2 Intentionally Omitted

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency. Such changes will not reduce functionality of the Axon Device or Service purchased by Agency.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Intentionally Omitted**

13 **Intentionally Omitted**

14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **Intentionally Omitted**

16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 **Termination**.

17.1 Intentionally Omitted

17.2 Intentionally Omitted

17.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price established in the Master Agreement ("MSRP") and Agency terminates this Agreement before the end of the Term

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for a reason other than due to Axon's failure to cure a material breach or default then, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Agency may request a termination breakdown of the MSRP charges should Agency chose to termination for convenience. Agency may make a request for this information at any time prior to execution or during the Agreement or after termination. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale as established in the Master Agreement. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18 Intentionally Omitted

19 General.

19.1 Intentionally Omitted

19.2 Intentionally Omitted

19.3 Intentionally Omitted

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based any class protected by applicable law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Intentionally Omitted

19.7 Intentionally Omitted

19.8 Intentionally Omitted

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Intentionally Omitted

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.	Agency:
Attn: Legal	Attn:
17800 N. 85th Street	Street Address
Scottsdale, Arizona 85255	City, State, Zip
legal@axon.com	Email

19.12 Intentionally Omitted

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Axon Cloud Services Terms of Use Appendix

1 **Definitions**.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6 **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy attached hereto as Exhibit E Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, or Axon's affiliates; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension but Axon will continue to provide services including security of Agency Content. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors that occur before Agency uploads data to Axon Cloud Services.

12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the completion of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- **13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- **13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- **13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- **13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- **13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- **13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- **13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Professional Services Appendix

1 **Utilization of Services**. Intentionally Omitted

2 **Body-Worn Camera Full Service (BWC Full Service)**. BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3 **Body-Worn Camera Starter Service (BWC Starter)**. BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

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System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency

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TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

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12 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in conformance with the Master Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 15 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 15 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

13 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. To the extent permitted by applicable law, in no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency will accept or reject the TASER CEW and accessories as provided in Master Agreement.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP in the Master Agreement for the offered BWC or Dock Upgrade and the MSRP in the Master Agreement for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect in the Master Agreement at the time of the upgrade.

8 **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 45 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

- **9.1** TAP and OSP coverage terminate as of the date of termination.
- **9.2** Axon will not and has no obligation to provide the Upgrade Models.
- **9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

8 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

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8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility only to the extent permitted by applicable law. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on delivery of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

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Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2 **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

- **4.1** Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
- **4.2** Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- **4.3** Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- **4.4** Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- **4.5** Promptly install and implement any software updates provided by Axon;
- **4.6** Ensure that all appropriate data backups are performed;
- **4.7** Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- **4.8** Provide Axon with remote access to Agency's Axon Evidence account when required;
- **4.9** Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- **4.10** Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

1 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2 **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3 **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4 **Wireless Offload Server.**

4.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3 **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4 **WOS Support**. Upon request by Axon, Agency will provide Axon with necessary access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 **Axon Vehicle Software.**

5.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

5.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6 **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

8.1 Axon Fleet subscription coverage terminates.

8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

1 **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2 **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3 **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent, but will provide Agency notice of said change.

4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5 **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

   If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage. For clarity, Axon will divide the annual subscription cost by the number of months that have passed. Axon will utilize full months that have passed, partial months will not be counted. For example, if six (6) months have passed then Agency will only owe for six (6) months.

2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.

3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.

4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

1 **Term**. The Quote will detail the duration of the Virtual Reality Content license.

2 **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.

3 **License Restrictions**. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:

- **3.1** modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
- **3.2** reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
- **3.3** copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
- **3.4** use trade secret information contained in Virtual Reality Content;
- **3.5** resell, rent, loan or sublicense Virtual Reality Content;
- **3.6** access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
- **3.7** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.

4 **Intentionally Omitted**

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Axon Commander™ Software Appendix

5 **License**. Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

6 **Term**. The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.

7 **License Restrictions**. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:

7.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
7.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
7.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
7.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
7.5 use trade secret information contained in Commander;
7.6 resell, rent, loan or sublicense Commander;
7.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
7.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.

8 **Support**. Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.

9 **Termination**. Upon termination, Axon may disable Agency's right to login to Axon Commander.

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Axon Application Programming Interface Appendix

1 Definitions.

"**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"**Axon Evidence Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"**Use**" means any operation on Agency's data enabled by the supported API functionality.

2 Purpose and License.

2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 Agency Responsibilities. When using API Service, Agency and its end users may not:

4.1 use API Service in any way other than as expressly permitted under this Agreement;

4.2 use in any way that results in, or could result in, any security breach to Axon;

4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;

4.9 make available to a third-party, any token, key, password or other login credentials to API Service;

4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

5 API Content. All content related to API Service, other than Agency Content or Agency's API Client

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content, is considered Axon's API Content, including:

5.1 the design, structure and naming of API Service fields in all responses and requests;

5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and

5.3 the structure of and relationship of API Service resources; and

5.4 the design of API Service, in any part or as a whole.

6 **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3 misrepresent the source or ownership; or

6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

1 **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2 **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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Axon Channel Services Appendix

1 **Definitions**.
"**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

7.4 Ensure all appropriate data backups are performed;

7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

7.6 Notify Axon of any network or machine maintenance that may impact the performance of

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the Channel Services; and

7.7 Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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Axon Support Engineer Appendix

1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("**ASE**") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2 **Full-Time ASE Scope of Services.**

2.1 A Full-Time ASE will work on-site four (4) days per week.

2.2 Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.

2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration • Assisting with assigning cameras and registering docks • Maintaining Agency's Axon Evidence account • Connecting Agency to "Early Access" programs for new devices
Account Maintenance • Conducting on-site training on new features and devices for Agency leadership team(s) • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly meetings to cover current issues and program status
Data Analysis • Providing on-demand Axon usage data to identify trends and insights for improving daily workflows • Comparing Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support • Providing on-site, tier 1 and tier 2 technical support for Axon devices • Proactively monitoring the health of Axon equipment • Creating and monitoring RMAs on-site • Providing Axon app support • Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy • Coordinating bi-annual voice of customer meetings with Axon's Device Management team • Recording and tracking Agency feature requests and major bugs

3 **Regional ASE Scope of Services**

3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.

3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

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Account Maintenance • Conducting remote training on new features and devices for Agency's leadership • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly conference calls to cover current issues and program status • Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices
Direct Support • Providing remote, tier 1 and tier 2 technical support for Axon devices • Creating and monitoring RMAs remotely
Data Analysis • Providing quarterly Axon usage data to identify trends and program efficiency opportunities • Comparing an Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy • Coordinating bi-yearly Voice of Agency meetings with Device Management team • Recording and tracking Agency feature requests and major bugs

4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5 **ASE Leave Time**. The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

Public Safety/Law Enforcement Video Products, Services and Solutions
Attachment D - Pricing Template

CATEGORY DISCOUNTS

1. BASELINE PRICING

Identify Baseline/List pricing Utilized

Axon Enterprise, Inc.
2021 Pricing
United States

2. CATEGORY DISCOUNT

In space provided below, list the discount percentage you will be bidding for each category of products.
If offering a range of discount, i.e., 10 - 80%, only the lowest discount will be evaluated.

CATEGORY:	DISCOUNT
CATEGORY 1 - BODY WORN VIDEO AND RECORDING	1.25% - 10% (Based on volume, see below)
CATEGORY 2 - VEHICLE MOUNTED VIDEO AND RECORDING	1.25% - 10% (Based on volume, see below)
CATEORY 3 - AUTOMATED LICENSE PLATE READERS AND RECORDING	N/A - Axon is not proposing this Category.
CATEGORY 4 - INTERVIEW ROOM VIDEO AND RECORDING	No Discount Offered
CATEGORY 5 - VIDEO STORAGE, SECURITY, SOFTWARE, AND PERIPHERALS	No Discount Offered

3. VOLUME DISCOUNTS

CATEGORY:	Volume	DISCOUNT
CATEGORY 1, Hardware Discount	1-50 Units	1.25%
	50-249	2.50%
	250-499	5%
	500+	10%
CATEGORY 1, Discount on Unlimited Licenses	No minimum	5%
CATEGORY 2, Bundle Discount	1-50 Units	1.25%
	50-249	2.50%
	250-499	5%
	500+	10%

4. ADDITIONAL DISCOUNTS OFFERED

CATEGORY:		DISCOUNT

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Part 1 – Axon Evidence Service Level Agreement

This Service Level Agreement (**SLA**) identifies the Axon Evidence Service Offerings and the expected level of services between Axon[1] (**Axon, us** or **we**) and users of Service Offerings (**Customer** or **you**). Unless otherwise provided in this SLA, this SLA is subject to the terms of the purchase agreement, or other similar agreement, if any, between Axon and Customer. This SLA applies separately to each Customer using Service Offerings. By using Service Offerings, you agree that you understand this SLA and you accept and agree to be bound by the following terms and conditions If there are adverse material changes to this SLA, we will inform you by directly sending you a notification. We encourage you to periodically review the most current version of the Axon Cloud Services Maintenance Schedule by visiting: https://www.axon.com/products/axon-evidence/maintenance-schedule.

Definitions

- **"Axon Cloud Services"** means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- **"Downtime"** means periods of time, measured in minutes, in which the Service Offering is Unavailable to you. "Downtime" does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described under the section Exclusions.
- **"Incident"** means a disruption of Service Offerings during which the Customer experiences Downtime.
- **"Maximum Available Minutes"** means the total amount of accumulated minutes during a Service Month for the Service Offering.
- **"Monthly Uptime Percentage"** means (Maximum Available Minutes - Downtime) / Maximum Available Minutes * 100.
- **"Scheduled Downtime"** means periods of time, measured in minutes, in which the Service Offering is unavailable to Customer, which fall within scheduled routine maintenance or planned maintenance timeframes.
- **"Service Month"** means a calendar month at Coordinated Universal Time (UTC).
- **"Service Credits"** means credits received by users of Service Offerings in the event that the service level objectives are not achieved.
- **"Service Offerings"** means all Axon Evidence services provided by Axon pursuant to this SLA.

[1] "Axon" refers to the Axon entity that you are in a contractual agreement with for the provision of Axon Cloud Services, including but not limited to Axon Public Safety UK Limited, Axon Public Safety Germany SE, etc.

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- **"Unavailable"** and **"Unavailability"** means a situation where the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

Service Level Objective

Axon will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time. Guaranteed service level & Service Credits:

Monthly Uptime Percentage	Service Credit in Days
Less than 99.9%	3
Less than 99.0%	7

Requesting Service Credits

In order for Axon to consider a claim for Service Credits, you must submit the claim to Axon Customer Support (https://www.axon.com/contact)including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

Service Maintenance

- Maintenance will take place according to the prevailing Axon Cloud Services Maintenance Schedule: https://www.axon.com/products/axon-evidence/maintenance-schedule.
- Maintenance periods may periodically result in the Service Offerings being Unavailable to you. Downtime falling within scheduled routine or planned maintenance is Scheduled Downtime and is not eligible for Service Credits.
- Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. Emergency maintenance falling outside scheduled routine or planned maintenance is eligible for Service Credits.
- Axon will make available updates as released by Axon to the Axon Cloud Services. The Customer is responsible for maintaining the computer equipment and internet connections necessary for use of Axon Cloud Services.
- For the support of Android & iOS Applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event the Customer does not update

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their Android/iOS application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

Terms

Axon must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five days of receipt. If we determine that a Service Credit is owed to you, we will apply the Service Credit to the end of your Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

Exclusions

This SLA does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Axon Evidence performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attack or Customer internet access and related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside our direct control); (b) that result from any actions or inactions of you or a third party; (c) that result from your communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from you, or any other data issues related to the communication or data received from or through you; (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from our suspension and termination of your right to use the Service Offerings in accordance with the agreement for the provision of Axon Evidence between you and Axon.

Planned Maintenance

Axon may schedule and plan maintenance windows outside of the timeframes detailed in “Scheduled Routine Maintenance”.

Scheduled Routine Maintenance: routine maintenance is scheduled on the fourth Tuesday of each month in Pacific Time (PT)*. Axon reserves the right to change this schedule, provided that changes shall be posted on Axon’s Cloud Services Maintenance Schedule athttps://www.axon.com/products/axon-evidence/maintenance-schedule:

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DEPLOYMENT	DAY OF WEEK (PT)	PACIFIC TIME (PT)*	COORDINATED UNIVERSAL TIME (UTC)
Australia**	Tuesday	02:00 - 05:00	10:00 - 12:00
Brazil	Tuesday	10:00 - 11:00	17:00 - 19:00
European Union	Tuesday	13:00 - 14:00	20:00 - 22:00
United Kingdom**	Tuesday	14:00 - 15:00	21:00 - 23:00
Canada	Tuesday	16:00 - 17:00	23:00 - 01:00***
United States - Federal Region	Tuesday	17:00 - 18:00	00:00 - 02:00****
United States	Tuesday	21:00 - 22:00	04:00 - 06:00****

* Pacific Time (PT) observes daylight savings. UTC time data is reflective of maintenance windows regardless of daylight savings observation. Refer to UTC to calculate local time of maintenance.
** Maintenance performed on UK and AU a week after the fourth Tuesday of each month
*** Time period includes time on Wednesday in UTC
**** Time period is on Wednesday in UTC

Emergency Maintenance

Patches and emergency releases are used to deliver ad-hoc application fixes and are typically seamless to customers. Whenever possible, patches and emergency releases are deployed during off-peak hours and without Downtime. Emergency releases are conducted on an as-needed basis and can occur any day of the week.

Axon Device Firmware Updates

Firmware updates and enhancements to Axon devices are pushed from Axon Cloud Services. Customer interaction is not required. Updates are retrieved, installed and validated during the normal device charging and data transfer process. Firmware updates are systemically rolled out to customers in waves.

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Notification of Maintenance

Notification of upcoming routine maintenance is not provided in advance unless there has been a change to the Scheduled Routine Maintenance. Approximately one (1) week prior to the routine maintenance, release notes are provided to Axon Evidence customer administrators.

If planned maintenance is required, Axon will communicate via email to Axon Evidence Customer administrators at least one (1) week in advance.

In the event of scheduled routine or planned maintenance that requires customer action (e.g. updating network settings), Axon will communicate via email at least sixty (60) days prior to the maintenance. Please Note: If emergency maintenance that requires customer action is necessary, Customers may be notified less than one (1) week in advance.

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Part 2 - Customer Support Response Statement

Axon has implemented Incident response policies and practices for Axon devices and Axon Cloud Services, which follow industry best practice standards. Axon reserves the right to change the terms of these response policies.

Definitions

- "**Business Day**" means Monday to Friday 08:00 – 17:30, excluding public holidays.
- "**BOD**" means the Board of Directors
- **"Incident"** means a fault related to an Axon product or Axon Cloud Services experienced by the Customer.
- **"Targeted Response Time"** means the target timeframe for Axon to respond to Customer and/or escalate the Incident within the "*Axon Customer Support Solution".*
- **"Targeted Resolution Time"** means the target timeframe for the full resolution of the Incident. It excludes time delays caused by Customer or third parties outside of Axon's reasonable control.
- "**Workaround**" means a method for overcoming an Incident allowing the Customer to operate the core function of Axon devices and/or Axon Cloud Services.

Axon Support Channels

Axon Resource Centre: https://my.axon.com

Telephone:

US & Canada: 800-978-2737
UK: +44 (0)1327 709 666

Email:

UK: uksupport@axon.com
Germany: support-dach@axon.com
Rest of EMEA: customerservice@axon.com or support@axon.com

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Incident Classifications and Response Times

Incident Classification	Description	Targeted Response Time	Targeted Resolution Time	Customer Response Commitment
Severity 1	- Business critical function is down - Material impact to Customer's business - No Workaround exists	Less than 1 hour	Less than 24 hours	Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
Severity 2	- Business critical function is impaired or degraded - There are time-sensitive issues that materially impact ongoing production - Workaround exists, but it is only temporary	1 Business Day	Less than 2 weeks	Customer shall remain accessible by phone or other electronic means for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
Severity 3	- Non-critical function down or impaired - Does not have significant current production impact - Performance is degraded	1 Business Day	Mutually agreed timeframe based on prioritization	

For Customers with 4 levels of Incident classification such as Critical, High, Medium and Low, Axon will recognize this and will consider the two highest categories as “Severity 1”. For example: Critical and High would be classed as a “Severity 1” Incident and managed accordingly.

Severity Level Determination

Customer shall reasonably self-diagnose each Incident and recommend to Axon an appropriate severity level designation. Axon shall validate your severity level designation or notify you of a proposed change to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate severity level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties’ management, during which time the parties shall continue to handle the Incident support in accordance with Axon’s severity level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

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Escalation

Escalation Level	Description	Escalation	Targeted Response Time	Targeted Resolution Time
Tier 1	**Basic technical or commercial issues - Non-time critical**	None	Less than 6 hours	Less than 1 business day
Tier 2	**Advanced technical or commercial issues - Non-time critical.**	BoD / Country Manager	Less than 4 hours	Less than 1 business day
Tier 3	**Technical or commercial issues - Time critical**	Country Manager to Axon BoD/Support Team	Less than 2 hours	Less than 1 business day

Exclusions

This Customer Support Response Statement does not apply to any unavailability, suspension, or termination of the Service Offerings caused by all the exclusion events under Part 1 of this document, nor to services or hardware not within Axon's control. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered. Please see Part 3 for "Return of Merchandise Authorization".

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Part 3 – Return of Merchandise Authorization (RMA)

The *Axon Evidence Device Return Service* provides Customers with the ability to manage return merchandise authorization (RMA) requests within Axon Evidence.com. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered.

Targeted Replacement Time:

Axon aims to have replacement devices shipped to the Customer within 48 hours from receipt of the faulty device (excluding weekends or public holidays).

Exclusions

The Return of Merchandise Authorization does not apply to services or hardware not within Axon's control. Axon's customer support will provide detail on return times as soon as possible to the Customer's point of contact.

N.B. *TASER products (conducted electrical devices) are not covered under the terms of this Return of Merchandise Authorization. Customers are requested to contact Customer support directly to report a faulty TASER device.*

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AXON CLOUD SERVICES PRIVACY POLICY

Last Updated: August 9th, 2021

*This Axon Cloud Services Privacy Policy ("**Policy**") applies only to the information that Axon Enterprise, Inc. ("**Axon**") collects and you or your employer (collectively, "**Customer**") provide to Axon in connection with Customer's use of Axon Cloud Services (as defined below). Axon's marketing sites and other public websites are governed by the Axon Privacy Policy. Usage of Axon Citizen is governed by the Axon Citizen Privacy Policy.*

Unless otherwise provided in this Policy, this Policy is subject to the terms of the Master Services Purchasing Agreement, or other similar agreement, if any, between Axon and Customer ("**Agreement**"). To the extent this Policy contains terms and conditions that differ from those contained in the Agreement, the Agreement shall control. A concept or principle covered in this Policy shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized and defined terms referenced, but not defined, in this Policy shall have the meanings assigned to them in the Agreement.

Axon complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework ("Privacy Shield") as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, the United Kingdom, and Switzerland to the United States in reliance on Privacy Shield. Axon has certified to the U.S. Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If any conflict exists between the terms of this Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit https://www.privacyshield.gov/.

By using Axon Cloud Services, Customer acknowledges that Customer has read and understand this Policy and Customer agrees to be bound by its terms and conditions. Axon may occasionally update this Policy. When Axon posts changes, Axon will revise the "last updated" date at the top of this page. Customer's continued use of

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Axon Cloud Services will signify Customer's agreement and acceptance to any such changes.

Definitions

- "**Axon Cloud Services**" means Axon's web services hosted on evidence.com including **Axon Evidence**, **Axon Records,** and **Axon Dispatch**, and other related offerings, including, without limitation, interactions between Axon Cloud Services and Axon Products (as defined below).
- "**Axon Products**" means:
  (1) Axon Cloud Services;
  (2) devices sold by Axon (including, without limitation, conducted energy weapons, cameras, sensors, and docking systems) (collectively, "**Axon Devices**");
  (3) other software offered by Axon (including, without limitation, Axon Capture, Axon Evidence SYNC, Axon Device Manager, Axon View, Axon Interview, Axon Commander, Axon Uploader XT, and Axon View XL) (collectively, "**Axon Client Applications**"); and
  (4) ancillary hardware, equipment, software, services, cloud-based services, documentation, and software maintenance releases and updates. Axon Products do not include any third-party applications, hardware, warranties, or the 'my.evidence.com' services.
- "**Customer Data**" means:
  (1) "Customer Content", which means data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including, without limitation, media or multimedia uploaded into Axon Cloud Services by Customer ("Evidence"); and
  (2) "Non-Content Data", which means:
  (a) "Customer Entity and User Data", which means Personal Data and non-Personal Data regarding Customer's Axon Cloud Services tenant configuration and users;
  (b) "Customer Entity and User Service Interaction" Data which means data regarding Customer's interactions with Axon Cloud Services and Axon Client Applications;
  (c) "Service Operations and Security Data", which means data within service logs, metrics and events and vulnerability data, including, without limitation: (i) application, host, and infrastructure logs; (ii) Axon Device and Axon Client Application logs; (iii) service metrics and events logs; and (iv) web transaction logs;
  (d) "Account Data", which means information provided to Axon during sign-up, purchase, or administration of Axon Cloud

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Services, including, without limitation, the name, address, phone number, and email address Customer provides, as well as aggregated usage information related to Customer's account and administrative data associated with the account; and (e) "Support Data", which means the information Axon collects when Customer contacts or engages Axon for support, including, without limitation, information about hardware, software, and other details gathered related to the support incident, such as contact or authentication information, chat session personalization, information about the condition of the machine and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files.

For purposes of clarity, Customer Content does not include Non-Content Data, and Non-Content Data does not include Customer Content.

- **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data (as defined below).
- **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- **"Data Exporter"** means the Data Controller who transfers the Personal Data.
- **"Data Importer"** means the Data Processor who agrees to receive from the Data Exporter Personal Data intended for processing on Data Exporter's behalf after the transfer in accordance with the Agreement and who is not subject to a third country's system ensuring adequate protection with in the meaning of the General Data Protection Regulation (EU) 2016/679 of the European Parliament ("**GDPR**")
- **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- "**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,

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dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- **“Sub-processor”** means any processor engaged by the Data Importer or by any other sub-processor of the Data Importer who agrees to receive from the Data Importer or from any other sub-processor of the Data Importer Personal Data exclusively intended for processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract.

Axon's Role

Axon is a Data Processor of Customer Content. Customer controls and owns all right, title, and interest in and to Customer Content and Axon obtains no rights to the Customer Content. Customer is solely responsible for the uploading, sharing, withdrawal, management and deletion of Customer Content. Customer grants Axon limited access to Customer Content solely to provide and support Axon Cloud Services to and for Customer and Customer’s end-users. Customer represents and warrants to Axon that: (1) Customer owns Customer Content; (2) and Customer Content, and Customer’s end-users’ use of Customer Content and Axon Cloud Services, does not violate this Policy or applicable data protection laws and regulations.

Axon may also collect, control, and process Non-Content Data. Axon is a Data Controller for Non-Content Data. Axon collects, controls, and processes Non-Content Data to provide Axon Cloud Services and to support the overall delivery of Axon Products including business, operational, and security purposes. With Non-Content Data, Axon may analyze and report anonymized and aggregated data to communicate with external and internal stakeholders. In regard to Customer Entity & User Data, Axon is a Data Controller and Customer is an independent Data Controller, not a joint Data Controller with Customer.

Data Collection and Processing Activities

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CUSTOMER CONTENT

Axon will only use Customer Content to provide Customer Axon Cloud Services. Axon will not use Customer Content for any advertising or similar commercial purposes.

Axon periodically upgrades or changes Axon Cloud Services to provide customers with new features and enhancements in alignment with the Axon Evidence Maintenance Schedule. Axon communicates such upgrades or changes to customers one week prior to release via mechanisms outlined in the Maintenance Schedule. Changes to Axon Cloud Services may increase the capabilities of the service and ways in which Customer Content can be processed.

NON-CONTENT DATA

Non-Content Data includes data, configuration, and usage information about customer's Axon Cloud Services tenant, Axon Devices, Axon Client Applications, and users that is transmitted or generated when using Axon Products. Non-Content Data includes the following:

Customer Entity And User Data

Customer Entity and User Data includes personal and non-personal data regarding Customer's Axon Cloud Services tenant configuration and users. Axon uses Customer Entity and User Data to: (1) provide Axon Cloud Services, including, without limitation, user authentication and authorization functionality; (2) improve the quality of Axon Products or provide enhanced functionality and features; (3) contact Customer to provide information about its account, tenant, subscriptions, billing, and updates to Axon Cloud Services, including, without limitation, information about new features, security and other technical issues; and (4) market our products or services to Customer via email, by sending promotional communication including targeted advertisements, or presenting a Customer with relevant offers.

Customer cannot unsubscribe from non-promotional communications
but may unsubscribe from promotional communications at any time.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data includes data regarding Customers' interactions with Axon Cloud Services and Axon Client Applications. Axon uses Customer Entity and User Service Interaction Data to improve the quality of Axon Products and provide enhanced functionality and features.

Service Operations and Security Data

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Axon uses Service Operations and Security Data to provide service operations and monitoring.

Account Data

Axon uses Account Data to provide Axon Cloud Services, manage Customer's accounts, market to, and communicate with Customer. Customer may unsubscribe from promotional communications at any time.

Support Data

Axon uses Support Data to resolve Customer's support incident, and to operate, improve, and personalize Axon Products. If Customer shares Customer Content to Axon in a support scenario, the Customer Content will be treated as Support Data but will only be used for resolving support incidents. Axon currently does not possess the capability to automatically delete Support Data from our support ticketing system. However, Axon is able to delete tickets that includes Support Data upon Agency's data deletion request via email to customerservice@axon.com. Legal restrictions may prevent Axon from deleting certain data temporarily.

Axon may provide support through phone, email, or online chat. With Customer's permission, Axon may use Guest Access ("GA") to temporarily navigate Customer's Axon Cloud Service's tenant to view data in order to resolve a support incident. Phone conversations, online chat sessions, or GA sessions with Axon support professionals may be recorded and/or monitored.

Server and Data Location

CUSTOMER CONTENT

Axon offers Axon Cloud Services in numerous geographic regions. Before creating an account in Axon Cloud Services, Customer determines where Axon will store Customer Content by designating an economic area.

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REGION CODE	ECONOMIC AREA	3RD PARTY INFRASTRUCTURE SUB-PROCESSORS	DATA CENTER LOCATION(S)
AU	Southeast Asia	Microsoft Azure	Canberra, ACT
LA	South America	Microsoft Azure	Sao Paulo, Brazil & Texas, United States
CA	Canada	Microsoft Azure	Toronto, ON & Quebec City, QC
EU	European Union	Amazon Web Services	Ireland *Starting Q2 2021, new customers will not be added to this region
EUR	European Union	Microsoft Azure	Netherlands, Ireland
UK	United Kingdom	Microsoft Azure and Amazon Web Services	London, England & Cardiff, Wales
US	United States	Microsoft Azure and Amazon Web Services	Texas & Virginia, United States
US	United States (Federal Region)	Microsoft Azure	Texas & Virginia, United States
ENT	Global	Microsoft Azure	Washington & Wyoming, United States

Axon ensures that all Customer Content in Axon Cloud Services remains within the selected economic area, including, without limitation, all backup data, replication sites, and disaster recovery sites. Customer selected economic areas can be determined through review of Customer's Axon Cloud Services URL. Customer URLs conform to the *<youragency>.<regioncode>.evidence.com* scheme with the exception of US customers where the scheme may exclude the region code and is *<youragency>.evidence.com*. US Federal customers conform to the scheme *<youragency>.us.evidence.com*

NON-CONTENT DATA

Customer Entity and User Data

Customer Entity and User Data is located in Customer's selected economic area for Customer Content. Customer Entity and User Data may be copied or transferred to the United States.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data is located in Customer's selected economic area for Customer Content and the United States.

Service Operations and Security Data

Service Operations and Security Data is located in Customer's selected economic area for Customer Content and the United States.

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Account Data and Support Data

Account and Support data is located is in the United States and may be located in Customer's selected economic area for Customer Content.

Information Sharing

Axon may transfer data with its direct and indirect subsidiaries and Sub-processors, including, without limitation, service providers and other partners to support the overall delivery of Axon Products as described in “Data Collection and Processing Activities” section of this Policy.

Axon exercises commercially reasonable efforts in connection with contractual obligations to ensure its Sub-processors are compliant with all applicable data protection laws and regulations surrounding the Sub-processors access and scope of work in connection with Customer Content.

Customer consents to the transfer of Customer Content to Axon's Sub-processors for the purpose of storing Customer Content. Such Sub-processors responsible for storing Customer Content are contracted by Axon for data storage services. Ownership of Customer Content remains with Customer.

Axon may hire Sub-processors to provide or enhance Axon Products on its behalf. Axon will only permit any such Sub-processors to obtain Customer Content from Axon Cloud Services to deliver services to Axon and will be prohibited from using Customer Content for any other purpose. Axon may engage new Sub-processors. Axon will give Customer notice (by updating the website) of any new Sub-processor.

Prior to onboarding Sub-processors, Axon conducts an audit of the security and privacy practices of Sub-processors to ensure Sub-processors provide a level of security and privacy appropriate to its access to data and scope of services.

Under Privacy Shield's “Onward Transfer Principle”, Axon remains responsible for personal data that may be shared with Axon's Sub-processors.

Customer can transfer data from Axon Cloud Services to third parties. Customer must ensure data sharing agreements are in place with third parties to protect data throughout its lifecycle.

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Axon Sub-Processors

Understand the server locations, data processed, and functions performed.
Axon maintains an up-to-date list of the names and locations of all Sub-processors. This list is below.

If you are a current Axon Cloud Services customer with a data processing agreement in place with Axon, you may subscribe to receive notifications of a new Sub-processor(s) before Axon authorizes any new Sub-processor to process personal data in connection with the provision of your service.

You can subscribe to receive email notifications for changes to Axon Cloud Services Sub-processor(s) by submitting a request here.

For a complete list of Axon Sub-Processors, click here.

TELECOMMUNICATION SUB-PROCESSORS

Axon Body 3 includes embedded cellular technologies used to connect to telecommunication networks in order to provide connectivity between Axon Body 3 and Axon Cloud Services. Cellular technologies enable Axon Aware services. Customer's Axon Body 3 cameras will send data to the respective Axon Cloud Services region selected telecommunications providers as needed to enable cellular connectivity. Data includes Personal Data, such as location data. For Axon Body 3, Axon manages all cellular registration and account management associated to the cellular subscription. Personal Data of Customers is not collected by Axon or telecommunications providers for the purposes of cellular account management.

Outlined below is the telecommunication sub-processors. In regions where there are more than one telecommunication sub-processor, Axon will manage customers' Axon Body 3 cellular registration.

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REGION CODE	ECONOMIC AREA	TELECOMMUNICATION SUB-PROCESSORS
AU	Southeast Asia	Telstra
LA	South America	TBD / TBA
CA	Canada	Telus
EU/EUR	European Union	T-Systems
UK	United Kingdom	BTEE
US	United States	Verizon and AT&T (FirstNet)
US	United States (Federal Region)	Verizon and AT&T (FirstNet)
ENT	Global	Verizon and AT&T (FirstNet)

Customer URLs conform to the *<youragency>.<regioncode>.evidence.com* scheme with the exception of US customers where the scheme may exclude the region code and is *<youragency>.evidence.com*. US Federal customers conform to the scheme *<youragency>.us.evidence.com*

Required Disclosures

Axon will not disclose Customer Content except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Content so Customer may file an objection with the court or administrative body.

Customer's Access and Choice

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Customer Content

Customer can access Customer's tenant to manage Customer Content.

Non-Content Data

Within the scope of Axon's authorization to do so, and in accordance with Axon's commitment under the Privacy Shield, Axon will work with Customers to provide access to Personal Data about Customer that Axon or Sub-processors holds. Axon will also take reasonable steps to enable Customers to correct, amend, or delete Personal Data that is demonstrated to be inaccurate.

If at any time after registering an account on Axon Cloud Services you desire to update Personal Data you have shared with us, change your mind about sharing Personal Data with us, desire to cancel your Customer account, or request that Axon no longer use provided Personal Data to provide you services, please contact us at privacy@axon.com. We will retain and use Personal Data for as long as needed to provide you services, comply with our legal obligations, resolve disputes, and enforce our agreements.

Certain data processing is determined by Customer based on Axon Product usage, Customer network or device configuration, and administrative settings made available with Axon Cloud Services or Axon Client Applications:

Axon Body 3 WiFi Positioning

Axon Body 3 cameras offer customers a feature to enhance location services where GPS/GNSS signals may not be available, for instance within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. When WiFi Positioning is enabled, Non-Content and Personal Data including location, device and network information data will be sent to Skyhook Holdings, Inc (Skyhook) to facilitate the WiFi Positioning functionality. Skyhook will act as both a data sub-processor (as reflected in this policy) and as a data controller. Skyhook becomes a data sub-processor for Axon when Skyhook processes data from Axon Body 3 devices to determine a location. Skyhook acts a data controller when it collects data sent from Axon Body 3 cameras to maintain their services and to develop new products, services or datasets. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

Client Push Notifications

Axon Products leverage push notification services made available by mobile operating system providers (i.e. Google’s Cloud Messaging and Apple’s Push Notification Service to deliver functional notifications to client applications. Push notification services can be managed by leveraging notification settings made available in both mobile applications and the mobile operating system.

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User Analytics

Customers can opt-out of user analytics tracking on Axon Cloud Services by disabling cookies or preventing Customer's browser or device from accepting new cookies. To prevent data from being collected by Mixpanel, network or device access to *.mixpanel.com should be blocked

Service Support

Mobile client application crash analytics are used provide Axon personnel insight to crashes when using Axon client applications. To opt out of crash reporting, network or device access to *.crashlytics.com should be blocked.

Geolocation Services

Geolocation services are critical to proper user functionality of many of Axon products. However, customers can chose to opt out of mapping and geolocation functionality by blocking network or device access to *.mapbox.com and *.arcgisonline.com

Data Security Measures

Axon is committed to help protect the security of Customer Data. Axon has established and implemented policies, programs, and procedures that are commercially reasonable and in compliance with applicable industry practices, including administrative, technical and physical safeguards to protect the confidentiality, integrity and security of Customer Content and Non-Content Data against unauthorized access, use, modification, disclosure or other misuse.

Axon will take appropriate steps to ensure compliance with the data security measures by its employees, contractors and Sub-processors, to the extent applicable to the respective scope of performance.

CONFIDENTIALITY

Customer Content and Non-Content Data is encrypted in transit over public networks. Customer Content is encrypted at rest in all Axon Cloud Service regions.

Axon protects all Customer Content and Non-Content Data with strong logical access control mechanisms to ensure only users with appropriate business needs have access

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to data. Third-party specialized security firms periodically validate access control mechanisms. Access control lists are reviewed periodically by Axon.

INTEGRITY

As Evidence is ingested into Axon Cloud Services, a Secure Hash Algorithm ("SHA") checksum is generated on the upload device and again upon ingestion into Axon Cloud Services. If the SHA checksum does not match, the upload will be reinitiated. Once upload of Evidence is successful, the SHA checksum is retained by Axon Cloud Services and is made viewable by users with access to the Evidence audit trail for the specific piece of Evidence. Tamper-proof audit trails are created automatically by Axon Cloud Services upon ingestion of any Evidence.

AVAILABILITY

Axon takes a comprehensive approach to ensure the availability of Axon Cloud Services. Axon replicates Customer Content over multiple systems to help to protect against accidental destruction or loss. Axon Cloud Services systems are designed to minimize single points of failure. Axon has designed and regularly plans and tests its business continuity planning and disaster recovery programs.

ISOLATION

Axon logically isolates Customer Content. Customer Content for an authenticated customer will not be displayed to another customer (unless Customers explicitly create a sharing relationship between their tenants or shared data between themselves). Centralized authentication systems are used across an Axon Cloud Service region to increase uniform data security.

Additional role-based access control is leveraged within Customer's Axon Cloud Service tenant to define what users can interact with or access Customer Content. Customer solely manages the role based access control mechanisms within its Axon Cloud Services tenant.

Within the Axon Cloud Services supporting infrastructure, access is granted based on the principle of least privilege. All access must be approved by system owners and undergo at least quarterly user access reviews. Any shared computing or networking resource will undergo extensive hardening and is validated periodically to ensure appropriate isolation of Customer Content.

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Non-Content Data is logically isolated within information systems such that only appropriate Axon personnel have access.

PERSONNEL

Axon personnel are required to conduct themselves in a manner consistent with applicable law, the company's guidelines regarding confidentiality, business ethics, acceptable usage, and professional standards. Axon personnel must complete security training upon hire in addition to annual and role-specific security training.

Axon personnel undergo an extensive background check process to the extent legally permissible and in accordance with applicable local labor laws and statutory regulations. Axon personnel supporting Axon Cloud Services are subject to additional role-specific security clearances or adjudication processes, including Criminal Justice Information Services background screening and national security clearances and vetting.

Data Breach

NOTIFICATION

If Axon becomes aware that Customer Data has been accessed, disclosed, altered, or destroyed by an unlawful or unauthorized party, Axon will notify relevant authorities and affected customers.

Within 48 hours of an incident confirmation, Axon will notify Customer administrators registered on Axon Cloud Services. Authorities will be notified through Axon's established channels and timelines. The notification will reasonably explain known facts, actions that have been taken, and make commitments regarding subsequent updates. Additional details are available in the Axon Cloud Services Security Incident Handling and Response Statement.

Data Portability, Migration, and

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Transfer Back Assistance

DATA PORTABILITY

Evidence uploaded to Axon Cloud Services is retained in original format. Evidence may be retrieved and downloaded by Customer from Axon Cloud Services to move data to an alternative information system. Evidence audit trails and system reports may also be downloaded in various industry-standard, non-proprietary formats.

DATA MIGRATION

In the event Customer's access to Axon Cloud Services is terminated, Axon will not delete any Customer Content during the 90 days following termination. During this 90-day period, Customer may retrieve Customer Content only if Customer has paid all amounts due (there will be no application functionality of the Axon Cloud Services during this 90-day period other than the ability for Customer to retrieve Customer Content). Customer will not incur any additional fees if Customer downloads Customer Content from Axon Cloud Services during this 90-day period. Axon has no obligation to maintain or provide any Customer Content after the 90-day period and thereafter, unless legally prohibited, may delete Customer Content upon termination as part of normal retention and data management instructions from customers. Upon written request, Axon will provide written proof that all Customer Content has been successfully deleted and removed from Axon Cloud Services.

POST-TERMINATION ASSISTANCE

Axon will provide Customer with the same post-termination data retrieval assistance that is generally made available to all customers. Requests for additional assistance to Customer in downloading or transferring Content will result in additional fees and Axon cannot warrant or guarantee data integrity or readability in the external systems.

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Data Retention, Restitution, and Deletion

Axon maintains internal disaster recovery and data retention policies in accordance with applicable laws and regulations. The disaster recovery plan relates to Axon's data and extends to Axon Cloud Services and Customer Content stored within. Axon's data retention policies relate to Axon's Non-Content data. Axon's data retention policies instruct for the secure disposal of Non-Content Data when such data is no longer necessary for the delivery and support of Axon product and services and in accordance with applicable regulations. As outlined below, Customer is responsible for adhering to its own retention policies and procedures.

Evidence Retention

Customer defines Evidence retention periods pursuant to Customer’s internal retention policies and procedures. Customer can establish its retention policies within Axon Cloud Services. Therefore, customer controls the retention and deletion of its Evidence within Axon Cloud Services. Axon Cloud Services can automate weekly messages summarizing upcoming agency-wide deletions to all customer Axon Cloud Services administrators. Customer users can receive a weekly message regarding Evidence uploaded within their user account to protect against accidental deletions. Customer can recover Evidence up to 7 days after Customer queues such Evidence for deletion. After this 7-day grace period, Axon Cloud Services initiates deletion of Evidence. Data deletion processing may occur asynchronously across storage systems and data centers. During and after data deletion processing, Evidence will not be recovered or recoverable by any party.

Accountability

As outlined herein, Axon is committed to maintaining compliance with relevant security and privacy standards to ensure the continued security, availability, integrity, confidentiality, and privacy of Axon Cloud Services and Customer Data stored within.

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In addition to the security efforts outlined herein, Axon will maintain its ISO/IEC 27001:2013 certification or comparable assurances for Axon Cloud Services. Customers may review the certificate.

Social Media Publishing

Axon provides social media features that enable Customer's and their end users ("Users") to share Customer Content directly from the Evidence Detail page in Axon Evidence to social media websites ("Publish to Social Media Feature"). For example: when a User uploads a video directly to YouTube from Axon Evidence. This may include Customer Content such as video, audio, images or other types of media or multimedia; and the title, description and tags associated with those media. Customer Axon Evidence administrators can manage the enablement of this feature, for all Users, within the administrative functions of Axon Evidence. The use of this feature by Users may result in the collection or sharing of information about them, depending on the feature. The privacy and security practices of the social media website is not covered by this Policy, and Axon is not responsible for, or makes attestations regarding, their privacy or security practices. When Users enable the Publish to Social Media Feature, and/or publish content to a social media website using this feature, they acknowledge and agree to be bound by the terms of service and privacy policy(s), if applicable, of the social media website in which the Customer Content is published to. Axon encourages Users to review the terms of service and privacy policy(s) of the social media website, to make sure they understand the data that may be collected, used, and shared by the website.

- **Google LLC, (YouTube API Services)**: Axon uses YouTube's API services in connection with our Publish to Social Media Feature. When Users link, connect, or login ("Connect") their Google account(s) with Axon Evidence, they are agreeing to be bound by the YouTube Terms of Service (https://www.youtube.com/t/terms). In addition, they are directing Google to send Axon data as controlled by Google or as authorized by the User via their privacy settings at Google. Through YouTube's API services, Axon only accesses, collects, and stores a token which Axon uses to Connect the associated Google account(s) with Axon Evidence. The token is only used to enable a user to upload a video to YouTube and is not shared with external parties. Axon does not obtain or store the associated Google account(s) login credentials, through YouTube's API

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services.

Google has settings that list which apps can connect to a Google account(s). When Users Connect an associated Google account(s) to Axon Evidence, Axon Evidence gets authorized in these settings as a connected site or app. If Users remove Axon Evidence from these settings, its access to the account is revoked. Users may revoke this access at any time by following the instructions here: https://help.axon.com/hc/en-us/articles/360052689392-Removing-Axon-Evidence-Access-to-Your-YouTube-Account. Revoking Axon Evidence access will prevent Users from publishing videos to YouTube from Axon Evidence.

Axon encourages Users to review YouTube's Terms of Service (https://www.youtube.com/t/terms) and Google's Privacy Policy (http://www.google.com/policies/privacy) to make sure they understand the data that may be collected, used, and shared by Google.

Insurance

Axon will maintain, during the term of the Agreement, a cyber-insurance policy and will furnish certificates of insurance following Customer's written request.

How to Contact Us

Axon commits to resolve complaints about Customer privacy and use of Axon Products. Complaints surrounding this Policy can be directed to Customer's local Axon representative or privacy@axon.com. If Customer has any questions or concerns regarding privacy and security of Customer Content or Axon's handling of Customer's Personal Data under Privacy Shield, please contact privacy@axon.com.

If Customer is an EU citizen and we are unable to satisfactorily resolve any complaint relating to the Privacy Shield, or if Axon fails to acknowledge Customer's complaint in a timely fashion, Customer can contact the relevant EU Data Protection Authorities (DPAs) or the Swiss Federal Data Protection and Information Commissioner (FDPIC). In certain circumstances, the Privacy Shield provides the right to invoke binding arbitration to resolve complaints not resolved by other means, as described in Annex I to the Privacy Shield Principles in each of the Privacy Shield Frameworks. Axon is

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subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission.

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NASPO ValuePoint

PARTICIPATING ADDENDUM NO. PO-10700-00027163 ("Addendum")

PUBLIC SAFETY / LAW ENFORCEMENT VIDEO PRODUCTS, SERVICES, AND SOLUTIONS

Led by the State of Oklahoma

Master Agreement #: OK-MA-145-21-100

Contractor: Axon Enterprise, Inc.

Participating Entity/State: **STATE OF OREGON**

On June 10, 2021, the State of Oklahoma ("Lead State") issued a Request for Proposal, OK-MA-145-21 on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program ("NASPO ValuePoint"), and other purchasing entities seeking offers from qualified and responsible proposers to provide Public Safety / Law Enforcement Video Products, Services, and Solutions. Lead State executed Master Agreement No. OK-MA-145-21-100 ("Master Agreement"), which consists of contract terms and conditions and other attachments.

The State of Oregon ("State" or "Oregon") is a member of NASPO ValuePoint. The State, by and through the Department of Administrative Services, Enterprise Products and Services, State Procurement Services ("DAS SPS"), on behalf of the State of Oregon and its agencies and members of the Oregon Cooperative Procurement Program ("ORCPP") ("Purchasing Entity" or "Purchasing Entities" as defined in Exhibit 1 or "Agency" or "Customer" in the Axon Master Services and Purchasing Agreement), has elected to participate in the Master Agreement, subject to the terms and conditions of this Addendum as a Participating State, also and in the alternative referred to in the Master Agreement as a Participating Entity. This Addendum is effective when all necessary approvals have been obtained and signed by the parties ("Effective Date").

DAS SPS and Contractor agree:

Master Agreement Terms and Conditions:

1. **Scope:**
   - **1.1. Products and Services Available under Addendum.** This Addendum covers the Public Safety / Law Enforcement Video Products, Services, and Solutions contract led by the State of Oklahoma for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

     The following products or services are included in this Addendum:

     Category 1 – Body Worn Video Cameras and Recording Devices.
     Category 2 – Vehicle Mounted Video and Recording Devices.
     Category 4 – Interrogation / Interview Room Video and Recording Equipment
     Category 5 – Video Storage, Data Security, Software and Peripherals

1.2. Terms and Conditions; Order of Precedence. This Addendum contains additional terms and conditions applicable to individual Contracts between Contractor and Purchasing Entities. In the event of a conflict between the terms and conditions of this Addendum, the Master Agreement, and a Contract, the following descending order of precedence applies:

1) This Addendum, less its exhibits;
2) Exhibit 1 of this Addendum (Oregon Terms and Conditions);
3) Exhibit 7 of this Addendum (Federal Terms and Conditions, as may be applicable);
4) Exhibit 6 of this Addendum (State of Oregon Information Security Requirements);
5) Special Terms and Conditions of a Contract;
6) Statement of Work of a Contract;
7) Additional insurance requirements of a Contract;
8) Exhibit 2 of this Addendum (Insurance);
9) Exhibit 3 of this Addendum (Contractor Data);
10) Exhibit 5 Volume Sales Report (VSR) and Vendor Collected Administrative Fee (VCAF) Instructions;
11) Terms and conditions of the Master Agreement and its exhibits and attachments;
12) Exhibit 4 of this Addendum (Purchase Order form), and then,
13) Terms and conditions or other provisions included in any preprinted or online Contractor materials, guidelines, specifications, underlying Contractor agreements or Contractor policies, or any other provisions related to the Services published by Contractor after the Effective Date of this Addendum and not added through the amendment process.

1.3. The above referenced exhibits to this Addendum are hereby incorporated by this reference. Nothing in this Addendum limits Contractor's obligations under the Master Agreement unless otherwise noted herein. If a Contractor obligation in this Addendum conflicts with a Contractor obligation of the Master Agreement, the order of precedence in this Section 1.2 applies.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Oregon ("Purchasing Entities"). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Contractor

Name:	Sean Lake
Address:	17800 N 85th Street, Scottsdale, AZ 85255
Telephone:	623-225-9909
Email:	slake@axon.com

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Participating Entity

Name:	Melissa Esser
Address:	1225 Ferry St. SE, Salem, OR 97301
Telephone:	971-283-4439
Email:	Melissa.j.esser@das.oregon.gov

4. **Participating Entity Modifications or Additions to the Master Agreement**. These modifications or additions apply only to actions and relationships within the Participating Entity.

   Participating Entity must check one of the boxes below.

   [___] No changes to the terms and conditions of the Master Agreement are required.

   [XX] The following changes are modifying or supplementing the Master Agreement terms and conditions, in addition to the provisions set forth in Exhibits 1-7.

5. **Threshold.** State Agency Purchasing Entities may enter into Contracts under this Addendum for any dollar amount without further delegation of procurement authority from DAS SPS. Notwithstanding the foregoing DAS SPS delegation, State Agency Purchasing Entities must obtain all other necessary approvals, including but not limited to legal sufficiency approval as required.

6. **Lease Agreements**: ***"Reserved".***

7. **Subcontractors:** All contractors, dealers, and resellers authorized in the State of Oregon, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement and referencing this Addendum and the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. For avoidance of doubt, notwithstanding anything to the contrary, if an order issued prior to expiration or cancellation of this Participating Addendum and extends beyond the expiration or termination of this Participating Addendum, the terms of the Participating Addendum in addition to those in the Master Agreement shall govern that order and continue until all obligations by both the Contractor, Participating Entity or Purchasing Entity are completed.

9. **Tax Compliance:** Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state. Contractor shall, throughout the duration of this Addendum and any extensions, 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,

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"tax laws" includes: (i) all tax laws of this state, including but not limited to taxes referenced in ORS 305.380(4), 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 Contractor, or to Products, 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 violation of this Section 9 constitutes a material breach of this Addendum and any Contract issued under this Addendum. Any violation entitles DAS SPS or Purchasing Entity to terminate this Addendum or the applicable Contract, to pursue any and all allowable damages that arise from the breach and the termination of this Addendum or the applicable Contract, and to pursue any or all of the remedies available under this Addendum, a Contract, at law, or in equity, including but not limited to:

- Termination of this Addendum or the applicable Contract, in whole or in part;
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief in accordance with the terms of the Master Agreement and this Addendum;
- DAS SPS or Purchasing Entity may pursue any and all allowable damages suffered as the result of Contractor's breach of this Addendum or the applicable Contract.

These remedies are cumulative to the extent the remedies are not inconsistent, and DAS SPS or Purchasing Entity may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

10. **Participating Addendum Integration:** This Addendum, including its exhibits, and the Master Agreement, set forth the entire agreement between Contractor and Participating State with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to, the terms and conditions of this Addendum and the Master Agreement through a Contract or other document is null and void and hereby rejected.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: THE STATE OF OREGON, acting by and through the Department of Administrative Services, State Procurement Services	**Contractor:** AXON Enterprises, Inc.
Signature: Brent Lutz Digitally signed by Brent Lutz Date: 2025.04.03 17:39:59 -07'00' Adobe Acrobat version: 2025.001.20432	Signature: Signed by: Robert E. Driscoll, Jr. 55DAEBB131A4424...
Name: Brent Lutz	Name: Robert E. Driscoll, Jr.
Title: Procurement Services Manager	Title: Deputy General Counsel
Date: 4/3/25	Date: 4/1/2025 | 7:14 AM MST

Enterprise Information Services (EIS) Review:
Cyber Security Services (CSS) Review: Paul Levigne, via email dated 10-24-24.

LEGAL APPROVAL: Pursuant to ORS 291.047, this Addendum was reviewed and approved by Oregon Department of Justice Sr. Assistant Attorney General, Karen Johnson via email dated March 31, 2025.

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Exhibit 1

Oregon Specific Terms and Conditions

1. Applicability. This Addendum pertains to the Public Safety / Law Enforcement Video Products and Services ("Products and Services"), including related intellectual property (such as documentation) to be provided by Contractor to Purchasing Entities under Contracts entered into under this Addendum.

2. Definitions.

The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits. A Contract entered into between Purchasing Entity and Contractor may also include additional defined terms.

"Contract" means the fully executed written agreement formed between Contractor and a Purchasing Entity with authority to enter into an agreement under this Addendum, including a Purchase Order, the terms and conditions of this Addendum, terms required by the Master Agreement, any additional terms required by the Purchasing Entity (if applicable), and all its exhibits and attachments.

"DAS SPS" means the State of Oregon acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services.

"ORCPP" means the "Oregon Cooperative Purchasing Program". State agencies with their own procurement authority, institutions of higher institution, political subdivisions and other entities may become members of the ORCPP and then are authorized to use statewide contracts in the State of Oregon.

"Master Agreement" means the Master Agreement #OK-MA-145-21-100 between Contractor and the State of Oklahoma, on behalf of the member states of the National Association of State Procurement Officials and the NASPO ValuePoint, and its attachments, as may be amended from time to time. The Master Agreement together with this Addendum sets forth terms, conditions and requirements for purchase by Purchasing Entities of the Products and Services described in the Master Agreement.

"Purchasing Entity" means an executive department agency of the State of Oregon with authority, or with advance written authorization from a State Agency with authority, that enters into a Contract with Contractor, or an ORCPP member that enters into a Contract with Contractor and includes "Agency" and "Customer" as referenced in the Axon Master Services and Purchasing Agreement.

"Purchase Order" means a purchase document submitted to Contractor by a Purchasing Entity that is part of the Contract, and specifies the quantity and type of Products and/or Services that Contractor will provide to the Purchasing Entity under the Contract.

"State" for the purposes of this Addendum, means the State of Oregon.

3. Purchase Orders.

3.1 Form of Purchase Orders. Purchasing Entities may use their own forms for Purchase Orders. State Agencies may use the Purchase Order, substantially in the form attached to this Addendum as Exhibit 4. To the extent the terms of any form differ from the terms of this Addendum, the terms of this Addendum supersede such contrary

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terms. Each Purchase Order must contain, on the front page, the following language:

THIS PURCHASE IS PLACED AGAINST THE STATE OF OKLAHOMA MASTER AGREEMENT NO.OK-MA-145-21-100 AND STATE OF OREGON PARTICIPATING ADDENDUM NO. PO-10700-00027163. THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

3.2 No Third-Party Beneficiaries. DAS SPS and Contractor are the only parties to this Addendum and are the only parties entitled to enforce its terms. Purchasing Entities are intended beneficiaries of this Addendum.

The Purchasing Entity and Contractor are the only parties to a Contract, unless the Contract specifically states otherwise, and are the only parties entitled to enforce a Contract's terms.

Contractor shall look solely to the respective contracting party for any rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Products and/or Services and the resulting contractual relationship, if any, with each such contracting party. The State bears no liability for and expressly disclaims any liability for purchases made by State Agencies, non-State Agency Purchasing Entities, or any other entity, without the authority or authorization described in this Addendum.

3.3 Verification of Purchasing Entities that are ORCPP members. Contractor shall verify that it provides Products and/or Services under this Addendum only to Purchasing Entities who are ORCPP members or that are State Agencies with appropriate authority or written authorization. Purchasing Entities shall provide such verification to the Contractor before placing any order. Contractor may also verify that a particular entity is an ORCPP member on-line at http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx

4. Payment Provisions. Purchasing Entity's obligation to make payment under this Addendum, if any, and the obligation to pay late charges is subject to ORS 293.462.

5. Funds Available and Authorized/Non-Appropriation. The State of Oregon's and its agencies' payment obligations under Contracts entered into under this Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Contract entered into under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Contract from any part of Oregon state government other than Purchasing Entity. Nothing in this Addendum or any Contract is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Contract entered into under this Addendum.

6. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF). Contractor shall submit Volume Sales Reports (VSRs) and submit Vendor Collected Administrative Fees (VCAFs) in accordance Exhibit 5 of this Addendum.

7. Warranties. Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement, and this Addendum for any Contracts entered into by Purchasing Entities under this Addendum. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to DAS SPS and

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Purchasing Entity that:

7.1 Contractor has the power and authority to enter into and perform this Addendum and each Contract entered into under this Addendum, and that this Addendum and any Contract entered into under this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

7.2 Products will be new or like new, unused, current production models, where applicable, and will be free from defects in materials, and manufacture for manufacturer's standard warranty period. Where specifications have been made a part of the RFP, Contractor further warrants that all Products conform to the specifications and meet or exceed all quality and safety standards set forth in the RFP;

7.3 All Services to be performed under Contracts entered into under this Addendum will be performed in accordance with the applicable professional or industry standards, and that only workmanship meeting or exceeding industry standard shall be employed in the performance of this Addendum;

7.4 To the extent Contractor provides Purchasing Entity with any third party Products under this Addendum, all applicable manufacturer's warranties covering the third party Products will be provided to the Purchasing Entity directly from the manufacturer; and

7.5 To the best of Contractor's knowledge, Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any agency, board, commission, department or division of the State.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this Addendum are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

8. Oregon Information Security; Data Protection

In addition to the confidentiality provisions in the Master Agreement, all purchases of Products and Services under this Addendum are subject to the provisions of Exhibit 6, State of Oregon Information Standards, to the extent those provisions are applicable, and to any other data privacy or security provisions designated by the Purchasing Entity.

9. Indemnification.

9.1 General Indemnity. Subject to the provisions of ORS 180.220, Contractor shall defend, save, hold harmless, and indemnify the State of Oregon, DAS SPS, Purchasing Entity and their officers, employees and agents for third party claims under this Addendum, as set forth in the Master Agreement.

9.2 Infringement Indemnity. In addition to and without limiting the generality of Section 9.1 and subject to the provisions of ORS 180.220, Contractor expressly agrees to indemnify, defend and hold the State of Oregon, Purchasing Entity and their agencies, subdivisions, officers, directors, employees and agents for claims under this Addendum, as set forth in the Master Agreement.

10. Term and Termination of Addendum.

10.1 Term. Subject to DAS SPS' right to terminate this Addendum, it is the intent of the parties that this Addendum be co-terminus with the Master Agreement. In the event the Lead State extends the term of the Master Agreement, the term of this Addendum will extend to such new expiration date without further action by DAS SPS. This Addendum remains in effect until the earlier of (i) the expiration or termination of the

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Master Agreement, or (ii) expiration or termination of this Addendum in accordance with its terms.

10.2 **Termination for Convenience**. DAS SPS may terminate this Addendum, in whole or in part, at any time upon 30 calendar days' prior written notice to Contractor.

10.3 **DAS SPS Right to Terminate for Other Reasons.** DAS SPS may terminate this Addendum, in whole or in part, immediately upon written notice to Contractor, or at such later date as DAS SPS may establish in such notice, for any reason, or upon the occurrence of any of the following events:

10.3.1 State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Services to be purchased under the Addendum.

10.3.2 Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Products and/or Services under this Addendum is prohibited or the State is prohibited from paying for such Products and/or Services from the planned funding source.

10.3.3 Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any agency, board, commission, department or division of the State.

10.4 **DAS SPS' Right to Terminate for Cause.** In addition to any other rights and remedies DAS SPS may have under this Addendum, DAS SPS may terminate this Addendum, in whole or in part, immediately upon written notice to Contractor of Contractor's material breach of this Addendum that is not cured within 30 calendar days of Contractor's receipt of the State's written notice of the breach.

10.5 Upon receipt of written notice of termination, Contractor will stop performance under Contracts if and as directed by State.

10.6 Termination under any provision of this Addendum does not extinguish or prejudice State's or a Purchasing Entity's right to enforce this Addendum or a Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or an Purchasing Entity to indemnification by Contractor.

11. Term and Termination of Contracts.

11.1 Individual Contracts may be terminated at any time by written consent of Purchasing Entity and Contractor.

11.2 Purchasing Entity may, at its sole discretion, terminate a Contract, in whole or in part, upon 30 calendar days' written notice to Contractor.

11.3 Purchasing Entity may terminate a Contract, in whole or in part, immediately upon written notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events:

11.3.1 Purchasing Entity fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Products and/or Services to be purchased under the Contract.

11.3.2 Federal or State laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Products and/or Services under the Contract is prohibited, or Purchasing Entity is prohibited from paying for such Products and/or Services from the planned funding source.

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11.3.3 Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any agency, board, commission, department or division of the State.

11.3.4 Contractor commits any material breach of this Addendum or the Contract and has failed to cure the breach within 30 calendar days after receipt of the notice.

11.4 Upon receipt of written notice of termination, Contractor will stop performance under the Contract as directed by Purchasing Entity.

11.5 Termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce the Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of Purchasing Entity to indemnification by Contractor. In addition, termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum or a Contract. If a Contract is so terminated, Purchasing Entity will pay Contractor in accordance with the terms of the Master Agreement.

11.6 Any Contract that is terminated under this Section 11 is subject to the "Effect of Termination" clause under the Master Agreement.

12. Compliance with Law.

12.1 Compliance with Law Generally. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor, this Addendum, and Contracts entered into under this Addendum. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Addendum and Contracts: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 (ARRA); (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated. DAS SPS' and Purchasing Entities' performance is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

12.2 Federal Terms and Conditions. In addition to the provisions set forth in Section 12.1, Contractor shall comply with the federal terms and conditions set forth in Exhibit 6 to the extent they are applicable to any Contract.

12.3 Oregon False Claims Act. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Addendum or a Contract, including the procurement process relating to this Addendum, which constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Addendum, Contractor certifies that to the best of its knowledge, the truthfulness, completeness, and accuracy of any statement or claim it has made, it

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makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State of Oregon under this Contract or any other provision of law.

12.4 Changes in Law Affecting Performance. Each party will immediately provide notice to the other of any knowledge of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Addendum or a Contract.

12.5 Pay Equity. As required by ORS 279B.235, 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 Addendum and a failure to comply constitutes a breach that entitles DAS SPS or Purchasing Entity to terminate this Addendum or a Contract for cause.

12.6 Non-Discrimination. Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Addendum and each Contract.

12.7 General Data Protection Regulation. To the best of its knowledge, DAS SPS or Purchasing Entity, as may be applicable, represent that neither DAS SPS nor Purchasing Entity process or retain any data subject to the provisions of the GDPR and therefore, the GDPR does not apply to DAS SPS or Purchasing Entity.

13. Oregon Public Records Law. Contractor acknowledges that any disclosures Contractor makes to Purchasing Entity under this Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311 – 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475. The non-disclosure of documents or of any portion of a document submitted by Contractor to DAS SPS or Purchasing Entity may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified promptly prior to DAS SPS' or Purchasing Entity's release of documents. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense. Except for as otherwise required by law, DAS SPS' or Purchasing Entity may, but neither is obligated to, provide any reasonable assistance required to Contractor; any such assistance, if given, will be at Contractor's expense.

14. Recycled Products. Contractor will comply with ORS 279A.125 Preference for recycled materials to the extent applicable and economically feasible.

15. Notices. Except as otherwise provided in a Contract (including for security incident and breach notifications), any formal communications between Purchasing Entity and Contractor, or notices to be given under a Contract will be given in writing by personal delivery of an electronic

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transmission or mailing the notice, postage prepaid, at the address or number set forth in the Contract. Any communication so addressed and mailed will be deemed to have been received five calendar days after mailing. Any communication delivered electronically will be deemed to be given when a confirming report for the transmission is generated by the transmitting machine. To be effective against the receiving party, such electronic transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Contract. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

15.1 As between Contractor and the State with respect to this Addendum, the Primary Contacts of Contractor and the State are set forth in the Addendum.

16. Governing 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 Addendum and resulting Contracts, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

17. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between the State of Oregon (including DAS SPS, Purchasing Entities who are State Agencies, OCRPP Purchasing Entities that are Oregon executive department agencies, and any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Addendum or a Contract under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or the consent to jurisdiction in State or Federal Court.

Any Claims between Contractor and a Purchasing Entity other than the State of Oregon or a State Agency that arise from or are related to individual Contracts or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the Party's discretion, to the extent allowable and approved by court.

18. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that department relative to the Addendum or any Contract. A Purchasing Entity may withhold final payment under a Contract until Contractor has provided the Oregon Department of Revenue with the required information.

19. Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of Purchasing Entity. Contractor has no right or authority to incur or create any obligation for or legally bind Purchasing Entity in any way. Contractor is not an "officer", "employee", or "agent" of Purchasing Entity (or any agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements,

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representations, nor commitments of any kind or take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

20. Access to Records. Contractor will maintain all fiscal records relating to its performance under this Addendum and each Contract in accordance with generally accepted accounting principles and will maintain any other records relating to its performance in such a manner as to clearly document Contractor's performance. Purchasing Entity, the State and its agencies, and the Oregon Secretary of State Audits Division and its duly authorized representatives, will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which directly relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Purchasing Entities. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law following final payment and termination of this Addendum and all Contracts entered into under this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum or any Contract, whichever date is later.

21. Severability. If any term or provision of this Addendum or any Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum or Contract did not contain the particular term or provision held to be invalid.

22. Survival. Any terms of this Addendum or any Contract, which by their nature are intended to survive termination or expiration do so survive. Terms include but are not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions.

23. Insurance. No later than ten days following the Effective Date, Contractor must provide insurance as set forth on Exhibit 2, Insurance, of this Addendum. No Contracts may be placed or accepted until proof is provided that these requirements have been met.

24. Amendments. This Addendum or any Contract issued under this Addendum may only be modified in writing, agreed to, and executed by the Parties, and approved in accordance with applicable law.

25. Waiver. No waiver, consent, modification or change of terms of this Addendum binds either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Addendum does not constitute a waiver by that Party of that or any other provision.

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Exhibit 2
Insurance

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit 2 prior to performing under this Addendum or any Contract and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all Contracts, and 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 the State of Oregon with an AM Best rating of no less than A: VII or Standard and Poor's rating of not less than BBB. Coverage must 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.

1. INSURANCE REQUIRED.

1.1 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 require and ensure that each of its out-of-state subcontractors complies with these requirements.

1.2 Professional Liability.

Contractor shall provide Technology Errors & Omissions insurance in an amount of not less than $3,000,000 per occurrence covering Contractor's liability arising from acts, errors or omissions in rendering or failing to render computer or information technology services, including the failure of technology products to perform the intended function as set forth under Contractor's technical documentation. This insurance must include coverage for violation of intellectual property rights including trademark and software copyright, privacy liability, the failure of computer or network security to prevent a computer or network attack, misrepresentations, and unauthorized access or use of computer system or networks. This insurance must also include coverage for unauthorized disclosure, access or use of Purchasing Entity (or Customer) Data (which may include, but is not limited to, Personally Identifiable Information ("PII"),) in any format. Coverage must extend to Business Associates (if applicable) and independent contractors providing Services on behalf of or at the direction of Contractor.

1.3 Commercial General Liability.

Contractor shall provide Commercial General Liability Insurance covering bodily injury, and property damage, on or at least as broad as ISO GC 00 01 10 01 or CG 00 01 04 13. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Participating Addendum, and no limit of coverage to designated premises, project, or operation. Coverage

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must be written on an occurrence basis in an amount of not less than $2,000,000 per occurrence and $4,000,000 aggregate.

1.4 AUTOMOBILE LIABILITY INSURANCE.

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 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.

2. EXCESS/UMBRELLA INSURANCE.

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

3. ADDITIONAL INSURED.

The Commercial General Liability, and Automobile Liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, and 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 under this Addendum and any Contract. The Additional Insured endorsement with respect to liability arising out of Contractor's 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 07 04 or equivalent.

4. 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 twenty-four (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 twenty-four (24) months following the later of (i) Contractor's completion and Purchasing Entity's acceptance of all Services required under this Addendum and any Contract, or, (ii) The expiration of all Warranty Periods provided under this Addendum or any Contract.

5. CERTIFICATE(S) AND PROOF OF INSURANCE.

Contractor shall provide to DAS SPS Certificate(s) of Insurance for all required insurance before delivering any goods or performing any Services required under this Addendum. The Certificate(s) must list the State of Oregon, and its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured as specified in this exhibit. 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 DAS SPS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Addendum.

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6. NOTICE OF CHANGE OR CANCELLATION.

Once Contractor is notified by its insurance carrier, Contractor or its insurer must endeavor to provide at least thirty (30) calendar days' written notice to DAS SPS before cancellation of, or non-renewal of the required insurance coverage(s).

7. INSURANCE REQUIREMENT REVIEW. Contractor agrees to periodic review of insurance requirements by DAS SPS under this Addendum and to meet updated requirements as agreed upon by Contractor and DAS SPS.

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Exhibit 3

Contractor Data

Contractor Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS): Axon Enterprise, Inc.

Street address: 17800 North 85th Street

City, state, zip code: Scottsdale, Arizona 85255

Email address: contracts@axon.com

Telephone: (800) 978-2737 Fax: (480) 991-0791

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?

(Check one box): ☐ YES ☑ NO

Business Designation: (*Check one box*):

☐ Professional Corporation	☐ Nonprofit Corporation	☐ Limited Partnership
☐ Limited Liability Company	☐ Limited Liability Partnership	☐ Sole Proprietorship
☑ Corporation	☐ Partnership	☐ Benefit Company

☐ Other

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Exhibit 4

Purchase Order

	STATE OF OREGON	**PURCHASE ORDER (PO) NO.**	

Purchasing Entity's Authorized Representative	**Purchase Order Date**	**Requisition No.**

Contractor Name and Address	**Purchasing Entity's Invoicing Address**

Contractor FEIN	**Participating Addendum number** **PO-10700-00027163**	**Purchasing Entity's Authorized Representative** **Email Address**

Deliver to Address	**Purchasing Entity'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 IS PLACED AGAINST THE STATE OF OKLAHOMA MASTER AGREEMENT NO. OK-MA-145-21-100 AND STATE OF OREGON PARTICIPATING ADDENDUM NO. PO-10700-00027163.THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

Purchasing Entity's Authorized Representative to Make Purchase	**Date**

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Exhibit 5

Volume Sales Report (VSR) and Vendor Collected Administrative Fee (VCAF) Instructions

Volume Sales Report (VSR)

1. Contractor shall submit a Volume Sales Report (VSR) to Department of Administrative Services, State Procurement Services (DAS SPS) no later than thirty (30) calendar days after the end of each calendar quarter. Calendar quarters end March 31, June 30, September 30, and December 31.

2. Contractor shall not reflect the Vendor Collected Administrative Fees (VCAF) as a separate line-item charge to Purchasing Entities.

3. The VSR must contain:

    a) Complete and accurate details of all receipts for the reported period;

    b) The information identified in DAS SPS document titled Volume Sales Report Template. This document should be supplied by the DAS SPS Contract Administrator at time of execution.

    c) Such other information as DAS SPS may reasonably request. Contractor shall send a VSR to DAS SPS each quarter, whether or not there are sales. When no sales have been recorded for the quarter a report must be submitted stating “No Sales for the Quarter.” This report may be sent by e-mail without any attachment provided the subject title clearly identifies Contractor’s company name, the relevant Participating Addendum Number, and the reporting period for the VSR.

4. Contractor shall provide the VSR in MS Excel (.xls, .xlsx) format and in spreadsheet form and must be submitted by e-mail.

5. Contractor shall submit the first VSR to the DAS SPS Contract Administrator for review and approval. The approved first VSR and subsequent VSRs must be submitted to VCAF.REPORTING@OREGON.GOV. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to the Participating Addendum shall not preclude DAS SPS from challenging the validity thereof at any time.

6. DAS SPS reserves the right to terminate the Participating Addendum if VSRs are not received as scheduled or in the prescribed format in accordance with the Termination section(s) of this Addendum.

Vendor Collected Administrative Fee (VCAF)

1. The Department of Administrative Services (DAS) will invoice the Contractor based on the approved VSR. Within 30 days from the date of invoice receipt, the Contractor shall remit payment to DAS to the “remit to” address listed on the invoice.

2. Contractor shall not reflect the VCAF as a separate Quote, PO or Invoice line-item charge to Purchasing Entities.

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3. Contractor shall keep records showing the sales of Goods pursuant to the Participating Addendum in sufficient detail to enable DAS SPS to determine the VCAF payable by Contractor and further agrees to permit its books and records to be examined from time to time to the extent necessary to verify the Volume Sales Reports. Such examination is to be made at the expense of DAS SPS by any auditor appointed by DAS SPS who is reasonably acceptable to Contractor, or, at the option and expense of Contractor, by a certified public accountant appointed by Contractor.

4. In the event that such examination reveals underpayment of the VCAF, Contractor shall immediately pay to DA SPS the amount of deficiency, together with any interest owed. If the examination reveals an underpayment of 5% or more of the VCAF fee, Contractor shall reimburse DAS SPS for the cost of the audit.

5. The VCAF charge for this Participating Addendum is 2% (Two Percent) of Contractor's gross total sales, less any credits or refunds, made to Purchasing Entities during the calendar quarter.

6. If VCAF is not paid by the invoice due date, the past due balance may accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such past due amount has been paid in full. In addition, the account balance may be assigned to the Oregon Department of Revenue, and subsequently a private collection firm, for collection as required by Oregon Revised Statute 293.231. At that time, you may also become responsible for the payment of an additional collection fee in accordance with ORS 293.231(11) and (12). This additional percentage will apply to any increase in the amount you owe due to the accrual of interest on the unpaid principal amount. DAS SPS' right to interest on late payments shall not preclude DAS SPS from exercising any of its other rights or remedies pursuant to the Participating Addendum or otherwise with regards to Contractor's failure to make timely remittances.

7. Contractor shall make VCAF payments by Automated Clearing House (ACH) transactions, wherever possible.

8. ACH Credit transactions will be initiated by Contractor to initiate transfer of funds from a bank account of Contractor's choosing to the bank for DAS SPS after Contractor receives from Department of Administrative Services Shared Financial Services (DAS SFS) a completed authorization agreement for ACH Credits. These payment transactions will be processed upon receipt of invoice from DAS SFS. Contractor shall comply with DAS SFS's reasonable instructions to facilitate this method of payment as noted with the receipt of the first invoice email.

   In the event ACH is not available as a means of invoice payment, the Contractor may remit in the form of a check. The check MUST reference the PS invoice number. Payments must be mailed to:

   DAS-SFS-Cashier
   155 Cottage ST NE
   Salem, OR 97301

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Exhibit 6

SECURITY AND HOSTING REQUIREMENTS

Contractor's obligations under the Participating Addendum include the requirements of this exhibit.

1. DATA CLASSIFICATION AND COMPLIANCE WITH APPLICABLE LAWS.

1.1. Data Classification. Contractor shall assume that Agency Data contains information that has been classified as Level 3 Information under the State of Oregon's Information Asset Classification policy, available online at https://www.oregon.gov/das/Policies/107-004-050.pdf. Contractor certifies the Services provide the appropriate level of protection for Level 3 Information.

1.2. Compliance with Laws, Regulations, and Policies. Contractor and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing Agency Data and its use and disclosure, including as those laws, regulations, and policies may be updated from time to time. Contractor will be notified of any policy changes affecting this Participating Addendum and shall comply with any applicable updates. Applicable laws, regulations, and policies include but are not limited to:

1.2.1. The Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628, to the extent applicable. For purposes of OCIPA, Contractor is a vendor.

1.3. Responsible for Compliance. Contractor is responsible for the compliance of its employees, agents, and subcontractors with this Participating Addendum, and all applicable state and federal laws and regulations, and State of Oregon policies governing Agency Data and its use and disclosure.

1.4. Privacy and Security Measures. Contractor represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Agency Data. Contractor shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.

2. DATA PRIVACY. In addition to Contractor's obligations under Participating Addendum regarding Confidential Information:

2.1. Privacy and Security Training. Contractor shall ensure its employees, agents, and contractors receive periodic training on privacy and security obligations.

2.2. Background Checks. Contractor has completed a criminal background check on its employees, agents, and contractors providing services related to this Participating Addendum [and who have administrator-level access to Agency Data]. Upon reasonable written request of Agency, Contractor shall certify in writing that such background checks have been completed, and the checks revealed no negative findings pertaining to dishonesty, fraud, or theft on employees, agents, or contractors providing services related to this Participating Addendum.

2.3. Limited Purposes. Contractor shall limit the use or disclosure of Agency Data to only those persons directly connected with the administration of this Participating Addendum.

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2.4. No Overseas Access, Storage, or Transmission. Agency Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.

2.5. Prohibition on Data Mining. Contractor shall not capture, maintain, scan, index, share or use Agency Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, "non-authorized activity" means data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Participating Addendum.

2.6. Privacy Protections. Contractor shall maintain protections required by law or this Participating Addendum for any retained Agency Data for so long as Contractor (including through any third party) retains Agency Data.

2.7. Access. Contractor shall not suspend Agency's access to Agency Data at any time during the Term of this Participating Addendum or during the post-termination access period.

2.8. Post-Termination Access. Contractor shall ensure Agency has access and the ability to retrieve Agency Data for at least a ninety (90) Calendar Day period following termination ("Post Termination Period"). This ninety (90) day Post Termination Period will be at no additional charge to Agency. Contractor shall not retain any copies of Agency Data following the Post Termination Period, unless another time frame is mutually agreed to between the parties in writing, except as necessary to meet its obligations under Section 20, Access to Records.

2.9. Sanitization. Contractor shall not destroy Agency Data without Agency's written authorization during the Post Termination Period. Contractor shall notify Agency of any conditions that make deleting all Agency Data not feasible. Upon Agency's written acknowledgement that deleting all Agency Data is not feasible and consent, Contractor shall purge or destroy all other retained Agency Data in all its forms (including copies of returned data) in accordance with the most current version of NIST SP 800-88 [or other agreed-upon standard] and provide Agency with written certification of sanitization.

3. Notifications.

3.1. Incidents and Breaches. In the event Contractor or its subcontractor or agents discover or are notified of a suspected or confirmed security incident, or a suspected or confirmed breach of security or privacy, Contractor shall notify Agency's point of contact (or delegate) immediately, and in no event more than 48 hours following discovery or notification. An incident is an observable, measurable occurrence that is a deviation from expected operations or activities. Breaches include a failure to comply with Contractor's confidentiality obligations. If Agency determines that a breach requires notification of its clients, or other notification required by law, Agency will have sole control over the notification content, timing, and method, subject to Contractor's obligations under applicable law.

3.2. Requests for Agency Data. In the event Contractor receives a third-party request for Agency Data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give Agency notice and provide such information as may reasonably be necessary to enable Agency to take action to protect its interests.

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3.3. Changes in Law. Each party will provide notice to the other of any knowledge of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.

4. SECURITY AND HOSTING

4.1. Hosting Services. Services are provided through Axon Enterprise, Inc., and are located within the continental United States. This is a material representation of fact upon which Agency may rely. Contractor shall not transfer or materially modify these hosting services without advanced notice to the Agency, through the following link to receive such notices: https://go.axon.com/l/636291/2020-09-11/42s1s9 Contractor networks and systems and Agency Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.

4.2. Security Risk Management Plan. Contractor shall ensure the level of security and privacy protection required by the Master Agreement and this Participating Addendum for the Services is documented in a security risk management plan. Contractor will make its plan available to Agency for review upon request.

4.3. Testing. Agency reserves the right to conduct periodic security testing upon reasonable advanced notice to Agency of the Services.

4.4. Third Party Audit. Contractor shall ensure it and its subservice organizations undergo annual SOC2 Type II examination from an independent auditor to assess the relevant services. Contractor shall provide an exact copy of the SOC 2 Type II report to Agency upon request.

4.5. Security Logs and Reports. Contractor shall allow Agency access to system security logs that affect the Services, Agency Data, or processes. This includes the ability for Agency to request a report of the records that a specific user accessed over a specified period of time.

4.6. Agency Audit Rights and Access. Contractor shall maintain records in such a manner as to clearly document its compliance with and performance under this Participating Addendum, and provide Agency, the Oregon Secretary of State, and their duly authorized representatives access to Contractor's officers, agents, contractors, subcontractors, employees, facilities, and records to:

4.6.1. Determine Contractor's compliance with this Participating Addendum,

4.6.2. Validate Contractor's written security risk management plan, or

4.6.3. Gather or verify any additional information Agency may require meeting any state or federal laws, rules, or orders, including those regarding Agency Data.

4.6.4. **Notice.** Except as stated below for security logs, access to facilities, systems, and records under this section will be granted following reasonable notice to Contractor. Records include paper or electronic form, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

4.6.5. **System Security Logs.** Contractor shall provide designated Agency staff on-demand access to system security logs for the Services, including user-level access logs for both Agency and Contractor users.

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Exhibit 7

Federal Terms and Conditions

Without limiting the generality of the Compliance with Law sections in the Master Agreement and the Participating Addendum, Contractor shall comply with all federal law, regulations and executive orders, as indicated, and to the extent applicable, and shall cause all subcontractors to comply with all federal law, regulations and executive orders including the following. For purposes of this Participating Addendum and all Contracts, all references to federal laws are references to federal laws as they may be amended from time to time.

1. Equal Employment Opportunity. If a Contract, including amendments, is for more than $10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

During the performance under this Participating Addendum and a Contract, Contractor agrees as follows:

1.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

1.4 Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Addendum or a Contract or with any of the said rules, regulations, or orders, this Addendum or a Contract may be

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canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.8 Contractor will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1 through subsection 1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act.

2.1. All transactions under this Participating Addendum regarding a Contract will be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt.5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2.2. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

2.3. Additionally, Contractor shall pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act.

3.1. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt.3 as may be applicable, which are incorporated by reference into this Participating Addendum and a Contract.

3.2. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency (FEMA) may be appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

3.3. A breach of the contract clauses above may be grounds for termination of the Participating Addendum or Contract and for debarment as a contractor and subcontractor as provided in 29 C.F.R.§5.12.

4. Contract Work Hours and Safety Standards Act.

4.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such workweek.

4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 4.1, Contractor or subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 4.1, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by subsection 4.1.

4.3. Withholding for unpaid wages and liquidated damages. The Purchasing Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under the Addendum or a Contract or any other Federal contract with Contractor or

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subcontractor or any other federally-assisted contract subject to the same Contract Work Hours and Safety Standards Act, which is held by Contractor or subcontractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection 4.2.

4.4. Subcontracts. Contractor or subcontractor shall insert in any subcontract the clauses set forth in subsections 4.1 through 4.4 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor with these provisions.

5. Clean Air Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. §7401 et. seq.). The Act provides, in part:

5.1. No agency may enter into any contract with any person who is convicted of any offense under the Act for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under the Act, the condition giving rise to the conviction also shall be considered to include any substantive violation of the Act associated with the violation of the Act.

5.2. The Administrator may extend this prohibition to other facilities owned or operated by the convicted person. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (1).

5.3. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

5.4. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

5.5. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

5.6. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

5.7. Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Water Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued under the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387).

6.1. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

6.2. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (1). In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation’s water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

6.2.1. Requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

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6.2.2. Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

6.3. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

6.4. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

6.4.1. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

6.4.2. In paragraph (1), the term “commercial item” has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

6.5. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

6.6. Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Solid Waste Disposal Act. Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. EPA Regulations. Contractor shall comply with all applicable standards, orders, or requirements under Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the State, HHS and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than $100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

9. Resource Conservation and Recovery. Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

10. Recycled Materials. In the performance of the Participating Addendum or a Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with this Participating Addendum or Contract performance schedule, (ii) meeting Participating Addendum and Contract performance requirements, or (iii) at a reasonable price.

11. Byrd Anti-Lobbying Amendment; Truth in Lobbying. This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110. Contractor certifies, to the best of the Contractor’s knowledge and belief that:

11.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of

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any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

11.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

11.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Participating Addendum and a Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Participating Addendum and a Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure.

12. Substance Abuse Prevention and Treatment and Drug Free Workplace. Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64). In addition, the Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, Contractor acknowledges the following:

12.1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

12.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

12.3. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

12.4. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.

Contractor certifies that it will provide drug-free workplaces for their employees.

13. Access to Records; Audits. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Contractor shall provide the State of Oregon, Purchasing Entity, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of Contractor which are directly pertinent to this Participating Addendum or a Contract issued under this Participating Addendum for the purpose of making audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor and Purchasing Entity acknowledge and agree that no language in this Participating Addendum or a Contract is intended

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to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, Contractor principles as defined in 2 C.F.R. §180.995 or its affiliates, as defined in 2 C.F.R. §180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 C.F.R. §180.940 or disqualified as defined in 2 C.F.R. §180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:

14.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

14.2. Contractor has not within a three-year period preceding the Effective Date of this Participating Addendum and any Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

14.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 18.2 of this certification; and

14.4. Contractor has not within a three-year period preceding the Effective Date of this Participating Addendum and any Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

15. Americans with Disabilities Act. Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

16. Federal Tax Information. Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.

17. Whistleblower Protection Act. Contractor shall comply with the requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, 10 U.S.C. Section 4712, 10 U.S.C. 2324, 41 U.S.C. Sections 4304 and 4310.

18. Rehabilitation Act of 1973. Contractor shall comply with requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended.

19. Trafficking Victims Protection Act of 2000. Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 U.S.C. section 7104.

20. Age Discrimination Act. Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. C. section 6101 et. seq.).

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21. Buy American and Hire American. Contractor shall comply with any applicable provisions of the Buy American Act (41 U.S.C. section 83-1 through 8305) and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.

22. Use of Logos. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

23. False Statements. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Participating Addendum or a Contract.

24. General Provisions. The Federal government is not a party to this Participating Addendum or a Contract and is not subject to any obligations or liabilities to Purchasing Entity, Contractor or any other party pertaining to any matter resulting from the Participating Addendum or a Contract.

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

CITY OF OREGON CITY

Staff Report

To:	City Commission	**Agenda Date:**	June 17, 2026
From:	Scott Archer, Parks and Recreation Director Thomas Kissinger, Assistant Parks and Recreation Director		

SUBJECT:
Item 7.k. - Purchase Agreement with Northwest Playground Equipment, Inc. for Site Amenities for the Upcoming Wesley Lynn Park Improvement Project

STAFF RECOMMENDATION:
Staff recommend approval of the purchase agreement with Northwest Playground Equipment, Inc.

EXECUTIVE SUMMARY:
This purchase agreement with Northwest Playground Equipment, Inc. (NW Playground) will procure two (2) benches and two (2) shelters for installation as part of the upcoming capital improvement project at Wesley Lynn Park. This purchase is made utilizing a NASPO Value Point Cooperative Purchasing agreement, led by the State of Oregon, for park and playground amenities. The selected shelters and benches meet Parks and Recreation departmental goals and standards for this project site. Site amenities were reviewed by the Parks and Cemetery Division during project design to ensure they are low maintenance and durable for long-term use. Procuring these items in advance of the invitation to bid for the project's qualified contractor ensures they will be manufactured in time to meet project schedules. This purchase is part of our budgeted capital improvement project at Wesley Lynn Park.

BACKGROUND:
Beginning in 2024, Oregon City Parks and Recreation began to explore potential options for new off-leash dog area improvements. Fenced dog parks were identified as a top priority of the community during the recent Oregon City Parks and Recreation Master Planning process. Several sites were considered, but ultimately Wesley Lynn Park was selected for the following reasons:

- This site is already a highly-successful off-leash dog area.
- The site is relatively flat and easier to develop than other options considered.
- This site can support the number of expected users.
- This site offers unique attributes that increase the likelihood of funding through Metro Local Share (on-site habitat, nearby accessible routes, opportunities for habitat expansion, etc.)

Oregon City Parks and Recreation contracted with Lango Hansen, Landscape Architects in

2025 to develop site concepts and assist with community engagement efforts to refine the site plan. Following several rounds of engagement with local neighborhood associations, as well as the Parks and Recreation Advisory Committee (PRAC), a refined site concept was developed for submission to Metro for Local Share funding. The project was further refined through that process to meet Local Share funding criteria. The refined concept was reviewed by PRAC, with positive feedback.

City Commission approved the agreement for Metro Local Share funding at the February 18th regular meeting. Staff and their consultant team are finalizing construction documents for bidding. Substantial completion of this project is currently estimated for Fall 2026. This project is primarily supported by Oregon City's Local Share of Metro's 2019 Parks and Nature Bond. A small portion of the project will be funded through Parks and Recreation System Development Charges (SDCs).

OPTIONS:

1. Approve Purchase Agreement with Northwest Playground Equipment, Inc. for Site Amenities for the Upcoming Wesley Lynn Park Improvement Project.
2. Approve Purchase Agreement with Northwest Playground Equipment, Inc. for Site Amenities for the Upcoming Wesley Lynn Park Improvement Project with Amendments.
3. Deny Purchase Agreement with Northwest Playground Equipment, Inc. for Site Amenities for the Upcoming Wesley Lynn Park Improvement Project and provide further direction.

BUDGET IMPACT:

Amount	$52,014.75
Fiscal Year(s):	FY25-26, FY26-27
Funding Source(s):	Metro Local Share
Included in Approved Budget:	Yes

Northwest Playground Equipment, Inc.
PO Box 2410, Issaquah, WA 98027-0109
Phone (425) 313-9161 FAX (425) 642-8117
Email: sales@nwplayground.com

QUOTE

Quote # KA-652026-00015911

Quote Name: Oregon City, Cof- dumor and poligon-2026 R1

Date: 06-05-2026

Bill To: Oregon City, City of
PO Box 3040
Oregon City, OR 97045-0304

Ship To: Oregon City, City of
PO Box 3040
Oregon City, OR 97045-0304

Site Address: TBD
Oregon City, OR 97045

Name: Thomas Kissinger
Email: tkissinger@orcity.org

Phone: (971) 204-4712
Cell:

Item #	Qty	Description	Price	Total Price
		EQUIPMENT		
		DuMor		
523-60TX	2	6' Backless Steel Bench, Wood Grain Poly Lumber Seat, Walnut	$1,430.00	$2,860.00
		Poligon		
Poligon PreFabShelter	1	Poligon 12x12 ft. Hip Sunshelter with Primary Multi-Rib Roof, IBC 2022 Building Code, Wind Speed 100, Ground Snow Load 15, Min Clearance Height 7'5", Upper Roof Slope 6/12 and Anchor Bolts.	$15,145.00	$15,145.00
Poligon PreFabShelter	1	Poligon 12x18 ft. Rectangular Hip Shelter with Primary Multi-Rib Roof, IBC 2022 Building Code, Wind Speed 100, Ground Snow Load 15, Min Clearance Height 7'5", Upper Roof Slope 4/12 and Anchor Bolts.	$19,800.00	$19,800.00
Poligon Drawing	2	Sealed and Stamped Engineered Drawings with Calculations	$1,000.00	$2,000.00
			Equipment Subtotal (less tax):	$39,805.00
		CONTRACT DISCOUNT		
Poligon		NASPO - NASPO Value Point Cooperative Purchasing Discount:#10700-00015852	5%	($1,847.25)
DuMor		NASPO - NASPO Value Point Cooperative Purchasing Discount:#10700-00015852	5%	($143.00)
		FREIGHT		
Poligon			FREIGHT	$12,900.00
DuMor			FREIGHT	$1,300.00
			Equipment Total (less tax):	$52,014.75

CERTIFIED INSTALLATION

Installation is NOT provided but AVAILABLE Upon Request

Installation Total: $0.00

Performance Bond (If Required): 3.0%

Thank you for considering Northwest Playground Equipment, Inc for your Park, Playground, Shelter and Sports Equipment requirements

Northwest Playground Equipment, Inc.
PO Box 2410, Issaquah, WA 98027-0109
Phone (425) 313-9161 FAX (425) 642-8117
Email: sales@nwplayground.com

		Credit Card Fee (If Required):	3.5%	
Location Code:	Resale Certificate Required for Tax Exemption:	Tax:	%	$0.00
		ORDER TOTAL:		$52,014.75

Acceptance of Proposal:

(Please be sure you have read, signed, initialed and understand the Terms and Conditions on the next page of this Quote)

The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Justin Patterson		
Sales Rep	Customer Signature	Date

Thank you for considering Northwest Playground Equipment, Inc for your Park, Playground, Shelter and Sports Equipment requirements

Northwest Playground Equipment, Inc.
PO Box 2410, Issaquah, WA 98027-0109
Phone (425) 313-9161 FAX (425) 642-8117
Email: sales@nwplayground.com

Project Name: Oregon City, Cof- dumor and poligon-2026 Quote # KA-652026-00015911

TERMS AND CONDITIONS

SCOPE:

These General Terms and Conditions of Sale apply to all sales of goods and services by Northwest Playground Equipment, Inc. ("Seller", "we", "us", "our") notwithstanding any conflicting, contrary or additional terms and conditions from the buyer named in this order ("Buyer"). No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us until we expressly confirm our acceptance in writing.

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 30 days.

***_____(*Initial*) It is the Buyer's responsibility to verify quantities and description of items quoted. Once an order has been placed, any changes including additions, deletions, or color changes, could result in price increases, additional fees, and impact order lead time.

EXCLUSIONS:

Unless specified, this quote EXCLUDES all the following but is not limited to:

- Permits/inspections
- Removal of existing equipment.
- Unloading; receiving of inventory or equipment; storage of equipment.
- Site work, saw cutting/core drilling, and landscaping.
- Equipment assembly and/or installation.
- Safety surfacing; borders or drainage requirements.
- Site restoration/landscaping repairs DUE to poor access or inclement weather.
- Background checks
- Wage Requirements: Davis Bacon, prevailing wage or certified payroll.
- Insurance limits beyond our standard coverages and endorsements.
- Performance/payment bonds.

FREIGHT AND DELIVERY (if applicable):

Delivery is subject to equipment availability and varies by manufacturer and product, with custom equipment requiring an extended lead time. Please confirm an approximate delivery for your order with your local sales team. Estimated ship dates are subject to change.

Handling Disputes Over Lead Time Changes: In the event of significant lead time changes, we will notify the Buyer promptly and work to mitigate delays. Northwest Playground Equipment will not be held liable for consequential damages arising from such delays. Adjustments to project timelines due to lead time changes will be mutually agreed upon in writing.

Shipping is FOB Origin (Buyer accepts the title of the goods at the shipment point and assumes all risk once the Seller ships the product). All equipment will arrive unassembled. If Buyer is responsible for receiving delivery, please review and initial below:

***_____(*Initial*) Buyer is responsible to meet and provide adequate personnel/equipment to unload truck. A Check List, detailing all items shipped, will be included with the shipment unless taking delivery is specifically included in quote. Buyer is responsible for ensuring the Sales Order Breakdown and Item Numbers on all boxes and pieces match the Check List.

***_____(*Initial*) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the Buyer's financial responsibility. Please notify us immediately of any damage. Shortages and concealed damage must be reported to us within 48 hours of delivery. A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

If the Buyer cannot accept the delivery on the agreed-upon date, Seller may accept the delivery and provide short term storage at an additional scope and cost which must be paid in full prior to release of equipment.

PRICES, TAXES, AND TERMS OF PAYMENT:

The prices for goods and services shall be those set forth in the order. All prices are exclusive of taxes, including, but not limited to, sales, use, excise, value added, and similar taxes or charges imposed by any government authority, all of which must be paid by Buyer. The tax amounts listed on this quote are estimates only and are subject to change based on applicable tax rates at the time of invoice. If Buyer claims any exemption, a valid, signed reseller certificate or letter of exemption for each respective jurisdiction must be provided.

An approved Credit Application is required for new customers or customers that haven't been active in the last 24 months.

Unless expressly stated otherwise, our standard payment terms are as follows:

- 50% deposit due on full contract amount. Orders will be placed once the deposit is received.
- Progress invoices for equipment, freight, and installation will be invoiced upon project milestones completed with Net 30 terms.
- 100 % prepayment is required on replacement parts.
- A 3.5% charge will be added to all credit card orders.
- For all non-taxpayer-funded entities, a 1.5% monthly service charge will be assessed on all balances over 30 days.

INSTALLATION: (if applicable)

If installation services are included as part of this quote, the following stipulations apply:

Buyer is responsible for obtaining all necessary permits, approvals, and inspections required for installation and use of the equipment. Northwest Playground Equipment assumes no responsibility for delays or additional costs arising from the Buyer's failure to secure required permits.

Permits/inspections and associated costs are the owner's responsibility. Additional charges may apply if inspections are required.

A public locate for underground utilities is included in this scope. Buyer will identify any known utilities in work area prior to executing agreement. If utilities exist directly under work area a third-party private utility service is recommended and can be provided at an additional cost if necessary.

Northwest Playground Equipment is not responsible for incorrectly marked utilities.

Irrigation is not typically identified during locate service and any damage or repair to irrigation lines in work area is the Buyer's responsibility.

Site Readiness:

- Site must be level and free of loose debris with a minimum 10-foot opening for access.
- Additional charges may apply if underground obstructions impact installation (such as large rocks, concrete, stumps, etc.).
- Additional charges may apply due to poor soil.
- Spoils are to remain onsite unless removal of debris is specifically outlined in scope.
- Arrangements must be made in advance for removal/disposal of equipment packaging.
- Access to power and water must be available to work area.
- Buyer is responsible for ensuring that the site is accessible and safe for the Company's personnel and equipment.
- Delays caused by restricted site access, unsafe conditions, or lack of readiness may result in additional charges.
- Buyer assumes all liability for injuries or damages caused by unsafe site conditions not disclosed prior to the start of work.
- Northwest Playground Equipment is not liable for delays caused by unforeseen site conditions, weather, or third-party contractors.
- Any changes to the agreed-upon scope of work (e.g., modifications to design, installation location, or product specifications) must be documented in writing and may result in additional fees.

OCIP/CCIP Clause:

If the Buyer requires that we and/or our subcontractors/suppliers participate in an Owner Controlled Insurance Program (OCIP) or Contractor Controlled Insurance Program (CCIP) on this project, we reserve the right to refuse participation or to adjust our pricing to account for any additional costs or administrative burdens associated with participating in the OCIP/CCIP. This includes, but is not limited to, the following:

- Insurance Coverage: The costs of any additional insurance coverage required by the OCIP/CCIP that exceeds our standard coverage will be passed on to the Buyer.
- Administrative Fees: Any administrative fees or costs associated with enrollment and participation in the OCIP/CCIP will be passed on to the Buyer.
- Reporting Requirements: The costs of complying with any additional reporting requirements imposed by the OCIP/CCIP will be passed on to the Buyer.
- Compliance Costs: Any other costs associated with ensuring compliance with the OCIP/CCIP will be passed on to the Buyer.

MAINTENANCE/WARRANTY:

Northwest Playground Equipment, Inc.
PO Box 2410, Issaquah, WA 98027-0109
Phone (425) 313-9161 FAX (425) 642-8117
Email: sales@nwplayground.com

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only. For projects including installation, a 1-year installation warranty is extended. Seller offers no additional warranties.

Maintenance of all equipment and safety surfacing is the responsibility of the Buyer. **Failure to follow manufacturer directed maintenance schedules may void warranties and could result in safety and/or compliance issues.**

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

TERMINATION:

Either party may terminate this agreement upon written notice if the other party breaches a material term and fails to remedy such breach within 30 days of receiving notice.

Upon termination by the Buyer, the Northwest Playground Equipment is entitled to recover all costs incurred up to the date of termination, including but not limited to deposits, equipment costs, and labor fees.

FORCE MAJEURE:

Northwest Playground Equipment shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, labor strikes, supply chain disruptions, or transportation delays. Delivery timelines may be extended for the duration of the delay caused by such events.

LIMITATION OF LIABILITY:

The Company's total liability for any claim arising out of or relating to the goods or services provided under this agreement shall not exceed the total amount paid by the Buyer for the specific goods or services at issue. Under no circumstances shall Northwest Playground Equipment be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, even if advised of the possibility of such damage.

INDEMNIFICATION:

TO THE FULLEST EXTENT PERMITTED BY LAW BUYER HEREBY AGREES TO HOLD HARMLESS, INDEMNIFY, PROTECT AND DEFEND NW PLAYGROUND AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND INSURERS, FROM AND AGAINST ANY/ALL RISKS, DEMANDS, CLAIMS, CAUSES OF ACTION, LAWSUITS, SETTLEMENTS, JUDGMENTS, DAMAGES, FINES, PENALTIES, LOSSES OR EXPENSES, ATTORNEY'S FEES AND COSTS, INCLUDING, BUT NOT LIMITED TO, FOR DAMAGES RELATING TO BODILY OR PERSONAL INJURY, DEATH, DESTRUCTION OR LOSS OF PROPERTY, AND ANY OTHER KIND OF DAMAGE OR HARM (COLLECTIVELY "CLAIMS'), MADE BY BUYER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CUSTOMERS, INVITEES, THIRD PARTIES, THEIR INSURERS AND/OR ANYONE CLAIMING BY OR THROUGH THEM (COLLECTIVELY "BUYER PARTIES"), ARISING OUT OF, RESULTING FROM AND/OR RELATED TO BUYER PARTIES' USE, MAINTENANCE, MODIFICATION OF MATERIALS, WORK AND/OR SERVICES PROVIDED BY NW PLAYGROUND AND ANY/ALL OTHER ACTS/OMISSIONS OF BUYER PARTIES.

ACCEPTANCE OF TERMS AND CONDITIONS

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

_____

Customer Signature

_____

Printed Name and Title

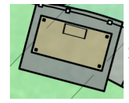
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Date

KEY CALLOUTS

1. LARGE DOG AREA (1.65 AC)
2. SMALL/TIMID DOG AREA (0.23 AC)
3. EXISTING WETLAND (0.50 AC)
4. RESTORATION PLANTING (0.35 AC)
5. 4' TALL CHAIN LINK FENCE
6. 16' MAINTENANCE ACCESS GATES
7. HARD PIPED DRAINAGE CONNECTION
8. SHELTER (ADD ALTERNATE)
9. PICNIC TABLE (ADD ALTERNATE)
10. BENCH (ADD ALTERNATE)
11. DOG AGILITY COURSE (ADD ALTERNATE)

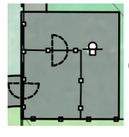
LEGEND


SHELTER

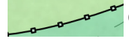

PICNIC TABLE


PET WASTE DISPENSER


DOG AGILITY COURSE


CONCRETE PAVING


GRAVEL PATH


CHAIN LINK FENCE

REDDAWAY AVE

0' 40' 80'

Refined Site Plan

Wesley Lynn Dog Park 2025.07.07

NASPO ValuePoint Master Agreement PO-10700-00015852

This NASPO ValuePoint Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Northwest Playground Equipment, Inc ("Contractor"). This Master Agreement is effective on the date it has been signed by the parties and has been approved as required by applicable law ("Effective Date").

This Master Agreement sets forth the terms and conditions applicable to Purchasing Entity's purchase of Goods that are subject to this Master Agreement. Purchasing Entities intend to enter into binding and enforceable Contracts with Contractor for the purchase of Goods by execution of an ordering instrument in accordance with the Terms and Conditions of this Master Agreement and a particular Participating Entity's Participating Addendum. Each such ordering instrument creates a separate Contract between the parties (consisting of the ordering instrument together with the terms and conditions) enforceable in accordance with the terms thereof and independent of all other such contracts.

1. Master Agreement; Order of Precedence

1.1. This Agreement consists of the following and shall read as set forth in Section 1.3 below:

1) The general Master Agreement terms and conditions, less their Exhibits;
2) Exhibit 4 – Provisions Required by Federal Law, as may be applicable for a specific Contract;
3) Exhibit 1 – NASPO ValuePoint Master Agreement Terms and Conditions;
4) Exhibit 3 – Description of Goods and/or Services, Prices, and Discount Percentages;
5) Exhibit 2- Sample Participating Addendum ("PA")
6) Exhibit 5 – NASPO ValuePoint Detailed Sales Report Form

1.2. Any Order placed under this Master Agreement consists of the following documents and shall be read as set forth in Section 1.3 below:

1) A Participating Entity's Participating Addendum ("PA"), substantially in the form attached hereto as Exhibit 2;

2) NASPO ValuePoint Master Agreement and its exhibits in the order listed above; and
3) A Purchase Order issued against a PA.

1.3. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Terms for the Master Agreement are defined in Exhibit 1, and terms for specific PAs are in the applicable PA.

3. Term of the Master Agreement

This Master Agreement becomes effective upon signature by all the parties ("Effective Date"). The initial term of this Master Agreement ends December 31, 2023 ("Initial Term"). This Master Agreement may be extended beyond the Initial Term for additional terms, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance, provided however the term may not be extended more than 4 years beyond the end date of the Initial Term.

4. Goods and Services

Contractor may provide and Purchasing Entity may acquire the Goods and/or Services as described in Exhibit 3.

5. Pricing

Except as provided in this Section, during the term of the Master Agreement, Contractor shall offer Goods and/or Services to Purchasing Entities at the discount percentage listed in Exhibit 3. The discount percentage will remain the same (or increase) throughout the term of the Master Agreement, including any renewals. The discount percentage may never decrease.

All prices and rates are guaranteed for the initial term of the Master Agreement. Commencing after the initial term of the Master Agreement, Contractor may request price increases no more than two times a calendar year. Contractor must submit a request to the Lead State at least 60 days before the proposed effective date of the increase. The request must include sufficient documentation supporting the request (PPI Standard https://www.bls.gov/PPI/ which includes but not limited to screen shots of current PPI Standard and manufactures letters) that is acceptable to the Lead State.

Contractor may request for Goods and/or Services to be added or deleted every 6 months (unless special circumstances arise) as approved by the Lead State. The Lead State may prohibit goods on this Master Agreement for environmental health or performance reasons. All Goods and/or Services added will be at the same discounts listed Exhibit 3, Description of Services and Discount Percentages.

6. Counterparts

This Master Agreement may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Master Agreement so executed shall constitute an original.

7. Representations and Warranties

Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Effective Date and for the duration of the Master Agreement.

8. Governing Law; Jurisdiction and Venue

This Master Agreement is governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

Venue for any claim, dispute or action concerning the terms of the Master Agreement is in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum is in the Purchasing Entity's State.

If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the Master Agreement or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

CONTRACTOR BY EXECUTION OF THIS MASTER AGREEMENT AND AN APPLICABLE PARTICIPATING ADDENDUM HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THE APPLICABLE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS.

9. Certifications

By signature on this Master Agreement, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that, to the best of the undersigned's knowledge,

- Contractor is not subject to backup withholding because: (i) Contractor is exempt from backup withholding, (ii) 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 (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;

- The individual signing on behalf of Contractor is authorized to act on Contractor's behalf, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the signatory's knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation: i) Those tax laws listed in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply 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 apply to Contractor, or 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.

- Contractor is an independent contractor as defined in ORS 670.600.

- The supplied Contractor tax identification number below is true and accurate.

Authorized Signatures:

Contractor:

Signature and Date: 2/6/23

Printed Name and Title: CHRIS McGARVEY, PRESIDENT

Tax ID: 91-1719261

The State of Oregon acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services (Lead State)

Signature and Date: John ANGLEMIER 02/07/2023

Printed Name and Title: John Anglemier DAS PS Procurement Manager

Approved Pursuant to ORS 291.047
Printed Name and Title and Date Approved: January 17, 2023
Matter: 107090, GF 1365-21

Exhibit 1
NASPO ValuePoint Master Agreement Terms and Conditions

1. Definitions

1.1 **Acceptance** means acceptance of Goods as set forth in Section 9 of this Exhibit 1 to the Master Agreement.

1.2 **Contract** means any Order or Purchase Order or other agreed-upon ordering instrument issued by a Purchasing Entity under this Master Agreement, together with the terms and conditions of this Master Agreement.

1.3 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers Goods and/or Services under the terms set forth in this Master Agreement.

1.4 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.5 **"Environmentally Preferable Product" or "EPP"** means products and services that have a lesser or reduced effect on human health and the environment when compared to competing products or services that serve the same purpose.

1.6 **Forced Substitution** means the act of replacing any item with an alternative item via the use of software or any other method, resulting in the substitution of any item on any order without the prior consent of the ordering agency.

1.7 **Goods** means supplies, equipment or materials supplied by the Contractor pursuant to this Master Agreement.

1.8 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.9 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.10 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.11 **"MSRP"** means the price at which the manufacturer suggests that retailers sell the product.

1.12 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of

state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.13 **Order** or **Purchase Order** means any purchase order, sales order, or other document used by a Purchasing Entity to order the Goods and/or Services.

1.14 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.15 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.16 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.17 **Products** includes, but is not limited to: Athletic Equipment, Bleachers, Bundled Playgrounds, Commercial Play Equipment, Dog Parks, Outdoor Fitness Equipment, Independent Play, Recycled Material Equipment, Replacement Parts, Site Furnishings, Shade and Shelter, Surfacing, Swing Sets and Waterpark Equipment, and Barbecue Grills, Barbecue Smoker Grills, Banquet Tables, Benches, Bike Racks, Bleachers, Grandstands, Bus Stop Shelters, Canopy Tents, Cigarette Receptacles, Drinking Fountains, Exercise Equipment, Fire Rings, Flags, Floor Matting, Message Centers, Park Benches, Park Grills, Camp Stoves, Parking Lot Equipment, Patio and Café Furniture, Pet Products, Picnic Tables, Planters, Playground Equipment, Pool Furniture, Sanitation Equipment, Security, Sports Equipment, Tables, Trash Receptacles, Umbrellas, Shelters, Floating Dock.

1.18 **Product Support includes,** but is not limited to, system design services, equipment configuration, technical support services, equipment installations, equipment warranty, and equipment repair services.

1.19 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.20 **Services** means all effort to be expended by Contractor under this Master Agreement.

1.21 **"UNSPSC"** means the United Nations Standard Products and Services Code (UNSPSC), a taxonomy of products and services for use in eCommerce. It is a four-level hierarchy coded as an eight-digit number, with an optional fifth level adding two more digits.

2. Term of Master Agreement

2.1 **Initial Term.** See Master Agreement Section 1.

3. Order of Precedence

3.1 **Order.** See Section 1 of the Master Agreement.

4. Participants and Scope

4.1 **Requirement for a Participating Addendum.** Contractor may not deliver Goods and/or Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section 3. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order) used by the Purchasing Entity to place the Order.

4.3 **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a

Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Goods and/or Services purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Goods and/or Services; sales of Goods and/or Services to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 **No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing

Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

5. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 5 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of Goods under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, *e.g.* local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing

Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Exhibit 5.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Goods for personal use and the amount of sales. No personal identification numbers (*e.g.*, names, addresses, **social security numbers or any other numerical identifier)** may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with, and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement , including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and Participating Addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addenda are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Performance Review. Contractor shall participate in a mandatory annual performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than the end of the Initial Term after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to

the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

6. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed for the Initial Term of the Master Agreement.

6.1.2 Following the Initial Term of the Master Agreement, any request for a price or rate adjustment must be made at least 60 days prior to the effective date.

6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Goods under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

7. Ordering

7.1 Order Numbers. Master Agreement and Purchase Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be

used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Goods contemplated by this Master Agreement.

7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.5.6 If an ordered item is out of stock, Contractor shall notify the Participating Entity for prior approval before substituting the out-of-stock item. The practice of Forced Substitution will not be accepted.

7.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The Goods and/or Services being delivered or performed;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the Goods and/or Services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery, as set forth in Exhibit No. 4 and as may be applicable to the specific Contract. Additional federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

8. Shipping and Delivery

8.1 Shipping Terms. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 Inside Deliveries or Site Deliveries. To the extent applicable, deliveries will be either "Inside Deliveries or Site Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the Order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) or site caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 Packaging. All Goods must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

9. Inspection and Acceptance

9.1 Laws and Regulations. Any and all Goods and/or Services offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations, as may be adopted or modified from time to time.

9.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 9 will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 Inspection. All Goods are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Goods that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when Goods are put to use.

9.3.2 Acceptance of such Goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Goods rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any Services do not conform to the requirements in this Master Agreement or in any Contract, the Purchasing Entity may require the Contractor to perform the Services again in conformity with requirements of

this Master Agreement or in any Contract, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to requirements in this Master Agreement or in any Contract and reduce the Contract price to reflect the reduced value of Services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Goods and/or Services meet the specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day the Services are performed and the day after the Good is delivered or, if installed by Contractor, the day after the Good is installed and Contractor certifies that the Good is ready for Acceptance Testing.

9.5.2 If the Good and/or Service does not meet the specifications, Purchasing Entity may, at its discretion, reject the Good and/or Service or continue Acceptance Testing on a day-to-day basis until the specifications are met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Good and/or Service still has not met the specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Good or reperformance of the Service from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Goods returned pursuant to the section.

9.5.5 No Good and/or Service will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

10. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 10 will apply.

10.2 Warranty. The Contractor warrants for a period of 1 year from the date of Acceptance that: (a) the Good performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Good is suitable for the ordinary purposes for which such Good is used, (c) the Good is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Good is designed

and manufactured in a commercially reasonable manner, (e) the Good is free of defects, and (f) the Services will meet or exceed all requirements.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Good whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Good proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section 9.

11. Title to Goods

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Good free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Good must include an irrevocable and perpetual license to use any Embedded Software in the Good. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Good title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Good, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

12. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property

arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Good and/or Service or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Good with any other product, system or method, unless the Good, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Good;

12.2.1.3 reasonably required to use the Good in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Good.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by

the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative insurance requirements in its Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section 13, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

14. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit Contractor's obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing Goods and/or Services under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not 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 purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a

Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of Master Agreement contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Goods delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master

Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver 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.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state 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 state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Amendment. This Agreement may be amended, modified, or supplemented only by a written amendment signed by Lead State and Contractor.

Exhibit 2
Sample Participating Addendum

Master Agreement #: **PO-10700-00015852**

Contractor: **Northwest Playground Equipment, Inc.**

Participating Entity: **STATE OF [PARTICIPATING STATE]**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

[Removable Instruction: Check one of the boxes below. If Participating Entity has no exclusions or limitations to the scope of the Master Agreement, check the first box.]

1. Scope:

   ☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

   ☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

   - *[Removable Example: Product modifications.]*
   - *[Removable Example: Installation services.]*

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

[Removable Instruction: Participating States should ensure that Section 2 properly defines the scope of participation, including any excluded entities.]

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Oregon and Contractor for office supplies. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

[Removable Instruction: Check one of the boxes below. If Participating Entity wishes to co-term the Participating Addendum with the Master Agreement, check the first box.]

3. Term:

   ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

   ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance

with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	
Address:	
Telephone:	
Email:	

PARTICIPATING ENTITY:

Name:	
Address:	
Telephone:	
Email:	

Participating Entity Modifications and Additions to the Master Agreement

[Removable Instruction: Check one of the boxes below. If Participating Entity has no changes or additions to the terms and conditions of the Master Agreement, check the first box.]

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

[Removable Instruction: Insert text here to describe any changes or additions to the terms and conditions of the Master Agreement. Indicate which section numbers of the Master Agreement are being modified.]

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements: *[Removable Instruction: If applicable, specify if lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating Entity, and include any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "**Reserved**".]*

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum.

Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY **CONTRACTOR**

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

[Removable Instruction: Additional signatures may be added if required by the Participating Entity.]

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Exhibit 3
Description of Goods and/or Services and Discount Percentages

1.1 SERVICES AND GOODS AVAILABLE UNDER THIS MASTER AGREEMENT

Contractor has been awarded all products and services available via the Contractors catalog link: https://nwplayground.com/naspo

The Products and Services on this Master Agreement are available nationally.

1.2 PERCENTAGE OFF PER CATEGORY AWARDED

Category:	Percentage off all items in Category:
Indoor & Outdoor Fitness Equipment:	10%
Outdoor Furniture:	5%
Park Site Furnishings:	10%
Safety Surfacing:	6%
Track and Field:	6%
Shelters and Shades:	5%

1.3 RETURN POLICY

Contractor doesn't not allow returns.

Exhibit 4
Provisions Required by Federal Law

As may be applicable to a specific Contract, Contractor shall comply with all federal law, regulations and executive orders, as indicated, and shall cause all subcontractors to comply with all federal law, regulations and executive orders including the following. For purposes of this Master Agreement, all references to federal laws are references to federal laws as they may be amended from time to time.

1. **Equal Employment Opportunity.** If this Master Agreement, including amendments, is for more than $10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

During the performance of the Master Agreement, Contractor agrees as follows:

1.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

1.4 Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Master Agreement or with any of the said rules, regulations, or orders, this Master Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.8 Contractor will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1 through subsection 1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act.

2.1. All transactions regarding this Master Agreement will be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt.5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2.2. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

2.3. Additionally, Contractor shall pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act.

3.1. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt.3 as may be applicable, which are incorporated by reference into this Master Agreement.

3.2. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency (FEMA) may be appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these Master Agreement clauses.

3.3. A breach of the contract clauses above may be grounds for termination of the Master Agreement and for debarment as a contractor and subcontractor as provided in 29 C.F.R.§5.12.

4. Contract Work Hours and Safety Standards Act.

4.1. Overtime requirements. No contractor or subcontractor contracting for any part of the Master Agreement work which may require or involve the employment of laborers or mechanics

shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such workweek.

4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 4.1, Contractor or subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 4.1, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by subsection 4.1.

4.3. Withholding for unpaid wages and liquidated damages. The Purchasing Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under the Master Agreement or any other Federal contract with Contractor or subcontractor or any other federally-assisted contract subject to the same Contract Work Hours and Safety Standards Act, which is held by Contractor or subcontractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection 4.2.

4.4. Subcontracts. Contractor or subcontractor shall insert in any subcontract the clauses set forth in subsections 4.1 through 4.4 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor with these provisions.

5. Clean Air Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. §7401 et. seq.). The Act provides, in part:

5.1. No agency may enter into any contract with any person who is convicted of any offense under the Act for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under the Act, the condition giving rise to the conviction also shall be considered to include any substantive violation of the Act associated with the violation of the Act.

5.2. The Administrator may extend this prohibition to other facilities owned or operated by the convicted person. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

5.3. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

5.4. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

5.5. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

5.6. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

5.7. Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Water Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued under the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387).

6.1. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

6.2. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

6.2.1. Requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

6.2.2. Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

6.3. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

6.4. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

6.4.1. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

6.4.2. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

6.5. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

6.6. Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Solid Waste Disposal Act. Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. EPA Regulations. Contractor shall comply with all applicable standards, orders, or requirements under Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the State, HHS and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than $100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

9. Resource Conservation and Recovery. Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

10. Recycled Materials. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the Contract performance schedule, (ii) meeting Contract performance requirements, or (iii) at a reasonable price.

11. Energy Efficiency. Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

12. Byrd Anti-Lobbying Amendment; Truth in Lobbying. This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110. Contractor certifies, to the best of the Contractor's knowledge and belief that:

12.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

12.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

12.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts

under grants, loans, and cooperative agreements) and that all sub-recipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure.

13. HIPAA Compliance. If the work performed under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, work performed under this Contract is covered by HIPAA. Contractor shall comply and cause all subcontractors to comply with the following:

13.1. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and the State for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the State's Privacy Rules, OAR 407-014-0000 et. seq., or the State's Notice of Privacy Practices, if done by Purchasing Entity. A copy of the most recent State Notice of Privacy Practices is posted on the State web site at:
http://www.oregon.gov/OHA, or may be obtained from Purchasing Entity.

13.2. Data Transactions Systems. If Contractor intends to exchange electronic data transactions with Purchasing Entity in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDI Trading Partner Agreement with the State and shall comply with the State's EDI Rules.

13.3. Consultation and Testing. If Contractor reasonably believes that the Contractor's or the State's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the State's HIPAA officer. Contractor or State may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the State's testing schedule.

13.4. If Contractor is deemed to be a business associate of State under HIPAA's Privacy Rule, 45 CFR Parts 160 and 164, Contractor hereby provides the State with satisfactory assurances that if it receives from the State or any trading partner any protected health information of any individual, it shall maintain the security and confidentiality of such information as required by the HIPAA's Privacy Rule, and other applicable laws and regulations. Without limiting the foregoing, Contractor agrees that:

13.4.1. Contractor will not use or further disclose Protected Health Information otherwise than as permitted or required by this Contract or as required by law;

13.4.2. Contractor will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as provided for by this Contract;

13.4.3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of the Contract;

13.4.4. Contractor will report to Purchasing Entity any use or disclosure of PHI not provided for by this Contract of which Contractor becomes aware;

13.4.5. Contractor agrees to ensure that any agents, including subcontractors, to whom it provides PHI, agree to the same restrictions and conditions that apply to Contractor with respect to such information;

13.4.6. Contractor shall make available to Purchasing Entity such information as they may require to fulfill their obligations to account for disclosures of such information;

13.4.7. Contractor shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the State or trading partner (or created or received by Contractor on behalf of the State or trading partner) available to the State and to the Secretary of the United States Department of Health and Human Services, for purposes of determining the State's or trading partners' compliance with HIPAA; and

13.4.8. If feasible, upon termination of this Contract, Contractor shall return or destroy all PHI received from the State or trading partners (or created or received by Contractor on behalf of the State or trading partners) that Contractor still maintains in any form, and shall retain no copies of such information or, if return or destruction is not feasible, Contractor shall continue to extend the protections of this Contract to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

Subject to the foregoing restrictions, Purchasing Entity agrees that Contractor may use such PHI in the process of providing transaction mapping, trading partner profiling and training and mentoring services for Purchasing Entity and trading partners under this Contract.

14. Medicaid Compliance. To the extent Contractor performs any work whose costs are paid in whole or in part by Medicaid, Contractor shall comply with and cause its subcontractors to comply with the federal and State Medicaid statutes and regulations applicable to the work, including but not limited to:

14.1. Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information Purchasing Entity, the Medicaid Fraud Control Unit and the Secretary of Health and Human Services;

14.2. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;

14.3. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and

14.4. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

14.5. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving Medicaid, language requiring the subcontractor to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

15. Substance Abuse Prevention and Treatment and Drug Free Workplace. Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x

through 300x-64). In addition, the Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, Contractor acknowledges the following:

15.1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
15.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
15.3. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.
15.4. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.

Contractor certifies that will provide drug-free workplaces for their employees.

16. Funding Agreements. If Contractor is a small business firm or nonprofit organization and the Contract provides for the performance of experimental, developmental or research work funded in whole or in part by the Federal government, Purchasing Entity shall comply with the provisions of 37 C.F.R. pt.401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by FEMA. See 2 C.F.R. pt. 200, Appendix II ¶F.

17. Access to Records; Audits. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Contractor shall provide the State of Oregon, Purchasing Entity, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. If applicable, Contractor shall provide the FEMA Administrator or his authorized representatives access to construction sites pertaining to the work being completed under the Contract. Contractor and Purchasing Entity acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

18. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, Contractor principles as defined in 2 C.F.R. §180.995 or its affiliates, as defined in 2 C.F.R. §180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared

ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 C.F.R. §180.940 or disqualified as defined in 2 C.F.R. §180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:

18.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

18.2. Contractor has not within a three-year period preceding the Effective Date of this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

18.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection, 16.2 of this certification; and

18.4. Contractor has not within a three-year period preceding the Effective Date of this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

19. Americans with Disabilities Act. Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

20. Pro-Children Act. Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

21. Federal Tax Information. Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.

22. Educational Records. Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681, et. seq) and the implementing regulations at 6 CFR Part 17 and 44 CFR Part 19.

23. Whistleblower Protection Act. Contractor shall comply with the requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, 10 U.S.C. Section 4712, 10 U.S.C. 2324, 41 U.S.C. Sections 4304 and 4310.

24. US Patriot Act of 2001. Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 U.S.C. section 175-175c.

25. Rehabilitation Act of 1973. Contractor shall comply with requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended.

26. Trafficking Victims Protection Act of 2000. Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 U.S.C. section 7104.

27. Age Discrimination Act. Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. C. section 6101 et. seq.).

28. Buy American and Hire American. Contractor shall comply with any applicable provisions of the Buy American Act (41 U.S.C. section 83-1 through 8305 and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.

29. Use of Logos. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific FEMA pre-approval.

30. False Statements. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

31. General Provisions. The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to Purchasing Entity, Contractor or any other party pertaining to any matter resulting from the Contract.

Exhibit 5
NASPO ValuePoint Detailed Sales Data Report Form

Field Name		Field Description
VENDOR		The awarded Contractor's name
VENDOR CONTRACT NUMBER		Lead State assigned contract number (using Lead State's numbering protocol)
STATE		State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)		State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO NAME		Customer (agency) Bill to name
BILL TO ADDRESS		Customer (agency) Bill to address
BILL TO CITY		Customer (agency) Bill to city
BILL TO ZIPCODE		Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME		Customer (agency) Ship to name
SHIP TO ADDRESS		Customer (agency) Ship to address
SHIP TO CITY		Customer (agency) Ship to city
SHIP TO ZIPCODE		Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER		Vendor assigned order number
CUSTOMER PO NUMBER		Customer provided Purchase Order Number
CUSTOMER NUMBER		Vendor assigned account number for the purchasing entity
ORDER TYPE		Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]
PO DATE (ORDER DATE)		(mm/dd/ccyy)
SHIP DATE		(mm/dd/ccyy)
INVOICE DATE		(mm/dd/ccyy)
INVOICE NUMBER		Vendor assigned Invoice Number
PRODUCT NUMBER		Product number of purchased product
PRODUCT DESCRIPTION		Product description of purchased product
UNSPSC		Commodity-level code based on UNSPSC code rules (8 Digits)
CATEGORY		Product Category
LIST PRICE/MSRP/CATALOG PRICE		List Price - US Currency ($99999.999) [determined by industrial practice for each contract - uniform for each contract]
QUANTITY		Quantity Invoiced (99999.999)
TOTAL PRICE		Extended Price (unit price multiplied by the quantity invoiced) - US Currency ($999999999.99
VAR/Reseller/Distributor		If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Energy Star Compliant		Yes = 1 No = 2 Energy Star Does not Apply = 0
Optional		More information

VENDOR	VENDOR CONTRACT NUMBER	STATE	CUSTOMER TYPE (SEGMENT)	BILL TO NAME	BILL TO ADDRESS	BILL TO CITY	BILL TO ZIPCODE	SHIP TO NAME	SHIP TO ADDRESS	SHIP TO CITY	SHIP TO ZIPCODE	ORDER NUMBER	CUSTOMER PO NUMBER	CUSTOMER NUMBER	ORDER TYPE	PO DATE (ORDER DATE)	SHIP DATE	INVOICE DATE	INVOICE NUMBER	PRODUCT NUMBER	PRODUCT DESCRIPTION	UNSPSC	CATEGORY	LIST PRICE/MSRP/ CATALOG PRICE	QUANTITY	TOTAL PRICE	VAR/ Reseller/ Distributor	Energy Star Compliant	Optional

Amendment No. 5 to Master Agreement PO-10700-00015852

This is Amendment No. 5 to PO-10700-00015852, dated February 7, 2023, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services ("DAS SPS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Northwest Playground Equipment, 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").

AMENDMENT

The parties agree:

1. The Master Agreement is amended as follows:

   1.1. Section 3 Term of Master Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

   3. Term of the Master Agreement

   This Master Agreement becomes effective upon signature by all the parties ("Effective Date"). The initial term of this Master Agreement ends ~~December 31, 2025~~ **December 31, 2027**. This Master Agreement may be extended beyond the Initial Term for additional terms, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance, provided however the term may not be extended more than 4 years beyond the end date of the Initial Term.

2. Except as expressly amended above, all other terms and conditions of the Master Agreement, including as previously amended, are still in full force and effect. Contractor certifies that the representations, warranties, and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

3. 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:

   3.1. The number set forth in the Master Agreement is Contractor correct taxpayer identification number; and

   3.2. Contractor is not subject to backup withholding because:

   3.2.1. Contractor is exempt from backup withholding,

   3.2.2. 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

   3.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

   3.3. 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:

   3.3.1. 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

   3.3.2. 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

   3.3.3. 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

   3.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

3.4. 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: Northwest Playground Equipment, Inc.:

Signature: _____ Date: 8/14/25

Printed Name, Title: Chris McGarvey, President

Federal Tax ID: 91-1719261 Oregon Tax ID: 601697-88

STATE OF OREGON, acting by and through its Department of Administrative Services, State Procurement Services:

Signature: _____ Date: 08/14/2025

Printed Name, Title: John Anglemier State Procurement Manager

Approved for pursuant to ORS 291.047:

Not applicable

Signature: _____ Date: Not applicable

Not appliable.

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

CITY OF OREGON CITY

Staff Report

To:	City Commission	**Agenda Date:**	June 17, 2026
From:	Alexandra Troutman, Assistant City Manager		

SUBJECT:
Item 7.I. - Contract Approval for ADA Self-Assessment and Transition Plan Project

STAFF RECOMMENDATION:

Staff recommends City Commission authorize the City Manager to execute a contract with MIG Consulting for the ADA Self-Assessment and Transition Plan Project in the amount of $219,158.00.

EXECUTIVE SUMMARY:

The Americans with Disabilities Act (ADA) requires that public entities must reasonably modify their policies, practices and procedures to avoid discrimination against people with disabilities. As a part of this requirement, the City must develop an ADA Self-Assessment and Transition Plan.

A Request for Proposals (RFP) for the ADA Self-Assessment and Transition Plan Project was issued on March 16th, 2026, and six proposals were received on April 22nd, 2026. Following review of the proposals and interviews with the top three candidates, the City identified MIG as the top candidate and then completed negotiations for project cost. Staff are now recommending City Commission authorize the City Manager to execute the contract with MIG.

BACKGROUND:

The Americans with Disabilities Act (ADA) is a federal civil rights law that prohibits discrimination against people with disabilities. Under this law, people are entitled to all the rights, privileges, advantages and opportunities that others have when participating in civic activities.

Title II of the ADA covers state and local government services and requires that public entities must reasonably modify policies, practices and procedures to avoid discrimination against people with disabilities. As a part of this requirement, the City must develop an ADA Self-Assessment and Transition Plan. The Plan will include a review of the City's existing policies, programs and facilities to identify barriers and modifications that need to be made; a prioritization of the identified modifications; public engagement and final approval from

City Commission.

The City issued a Request for Proposals for the ADA Self-Assessment and Transition Plan Project on March 16th, 2026, and received six proposals on April 22nd, 2026. A Selection Committee comprised of staff reviewed and scored the proposals, identifying three candidates to advance to interviews. After completing interviews, the City identified MIG as the top candidate and then completed negotiations for project cost.

OPTIONS:

1. Authorize the City Manager to sign the contract with MIG for the Self-Assessment and Transition Plan Project.
2. Authorize the City Manager to sign the contract with MIG for the ADA Self-Assessment and Transition Plan Project with Amendments.
3. Deny authorization to the City Manager to sign the contract with MIG for the ADA Self-Assessment and Transition Plan Project and provide further direction to staff.

BUDGET IMPACT:

Amount	$219,158.00
Fiscal Year(s):	26-27
Funding Source(s):	The cost for this project will be spread across all budgets, consistent with the City's existing methodology for internal service charges.
Included in Approved Budget:	Not identified in the approved budget, existing contingency and ending-fund balances would be utilized.

Oregon City | ADA Self-Evaluation and Transition Plan

Understanding & Approach

As required by the Americans with Disabilities Act (ADA) Title II, the City of Oregon City must make changes to its programs and facilities to ensure that everyone — regardless of ability — has equal access to opportunities to live, work, and play. An ADA Self-Evaluation and Transition Plan will list barriers to accessibility, identify methods for improving access, establish a timeline for removing ADA barriers, identify the person responsible for Title II compliance, and involve people with disabilities in preparing the Plan. It will provide a strategic approach and tools for continued access improvements as the City implements its ADA Self-Evaluation and Transition Plan in the coming years.

COMPONENTS

The ADA legislation requires the following list of Self-Evaluation and Transition Plan (SETP) elements:

§ 35.105 Self-Evaluation

- Evaluate services, policies, and practices;
- Identify modifications needed to services, policies, and practices; and
- Involve people with disabilities to participate in the self-evaluation process.

§ 35.150 (d) Transition Plan

- List barriers;
- Identify feasible solutions to each barrier;
- Establish a timeline for removing barriers;
- Identify the person responsible for Title II compliance; and
- Involve people with disabilities in the preparation of the Plan.

This scope of work addresses each of these requirements and will specify the steps needed to accomplish this work.

APPLICABLE STANDARDS

The following accessibility standards are understood to apply to Oregon City facilities:

- 2010 Americans with Disabilities Act Standards (ADAS)
- 2022 Oregon Structural Specialty Code (OSSC) Chapter 11
- 2017 International Code Council (ICC) A117.1 Accessible and Usable Buildings and Facilities, as referenced in the OSSC
- 2023 Oregon Transportation Commission (OTC) Standards for Accessible Parking Places

Additionally, MIG recommends adhering to the following standards to ensure ADA-compliant program access and maximize utility of public spaces:

- 2015 Architectural Barriers Act Standards (ABAS) for Outdoor Developed Areas
- 2023 Public Right-of-Way Accessibility Guidelines (PROWAG)

Scope of Work

TASK 1: PROJECT INITIATION, PROJECT MANAGEMENT AND ADMINISTRATION

1.1 Project Initiation Meeting and Schedule (Staff Meeting #1)

Following the execution of the contract, MIG will facilitate a 90-minute meeting with Oregon City staff. MIG will deliver a presentation introducing the ADA Title II context, explaining requirements for the self-evaluation and transition plan (SETP), identifying key considerations for the transition planning process, and providing an overview of the project scope and approach. As part of this meeting, MIG will work with the City to refine the proposed tasks and schedule and discuss Oregon City's current approach to data and asset management and public communications.

Training Objective: Establish a shared understanding of the context, goals, and approach for the project.

Target Audience: Oregon City project leadership team, City staff involved in supporting and communicating about the project, and facility management leads.

Topics Addressed:

- Introduction to ADA Title II
- Components of an SETP
- Opportunities and obstacles
- Project tasks, responsibilities, and schedule

City Participation: Coordinate the meeting schedule, invite relevant staff to the project initiation meeting, engage with workshop topics.

MIG Deliverable: Meeting agenda, presentation content, and meeting notes summarizing decisions reached and next steps will be provided in PDF format.

1.2 Project Management and Progress Reports

MIG will maintain project files, invoices, records of meetings, reports, and recommendations. MIG Project Manager/Principal will be available and in communication with Oregon City's Project Manager and team throughout the project. This task includes one (1) one-hour coordination meeting per month for an estimated twelve (12) months.

City Participation: Attend monthly coordination meetings.

MIG Deliverable: Monthly invoices with notes on work progress; meeting notes summarizing decisions reached and next steps provided in PDF format.

TASK 2: ADA POLICY, PROCESSES AND PROGRAM EVALUATION AND REPORT

2.1 Staff Questionnaire, Orientation, and Analysis (Staff Meeting #2)

MIG will identify and evaluate current de facto practices regarding the implementation of accessibility requirements at the City recreation facilities and make recommendations for improvements to internal processes to align with federal requirements. The focus of this task is to identify training topics, processes, and resources that can assist staff in providing accessible programs and services to the public. Oregon City staff to be consulted include those engaged in designing and delivering City

programs and services, and those involved in design, development, maintenance, and management of public facilities. Informal practices and staff perspectives will be collected via an online survey. Prior to distributing the survey, MIG will discuss the purpose and contents of the survey during a monthly project management meeting. The results of the evaluation and associated recommendations will be included in the Accessible Policies and Practices Self-Evaluation Report (Task 2.4).

City Participation: Distribute the survey link to relevant City staff and issue reminders regarding response deadlines.

MIG Deliverable: Online staff questionnaire.

2.2 Policy, Process, and Program Review

MIG will collect and review policy documents to identify issues that should be addressed regarding the accessibility of policies, programs, and activities associated with the City public facilities. Policy documents may include department and facility rules and regulations, administrative bulletins, planning documents, design standards, and maintenance management practices.

City Participation: Provide policy documents for review.

MIG Deliverable: Based on the review, MIG will recommend modifications to policies and standards to ensure compliance with current accessibility regulations and standards to be included in the Accessible Policies and Practices Self-Evaluation Report (Task 2.4).

2.3 Engineering Department Standard Details Review

Consor will review City of Oregon City Engineering Department infrastructure details and standards pertinent to accessibility. Work will include developing markups of applicable City details and drafting a narrative with recommendations for updates. MIG will review Consor-provided information, provide supplemental insight and recommendations based on MIG experience, and include all content in a combined report deliverable in Task 2.4.

City Participation: Provide engineering department standard details for review.

MIG Deliverable: Markups will be provided in PDF format; additional recommendations will be incorporated into the report in Task 2.4.

2.4 Policy, Process, and Program Accessibility Summary Report

Based on the information collected from Tasks 2.1 - 2.3, MIG will create an Accessible Policies and Practices Self-Evaluation Report summarizing findings and providing detailed recommendations for modifications to policies and practices as required by the ADA and supporting resources.

City Participation: Review the draft report and provide one round of consolidated comments.

MIG Deliverable: MIG will provide a draft policies and practices self-evaluation report in PDF form for one round of client comments. The revisions to this document will be made by MIG and provided as a final PDF version. Report content will then be integrated into the final Self-Evaluation and Transition Plan documents.

TASK 3: PARKS AND FACILITIES EVALUATIONS

3.1 Prepare Facility Diagrams

MIG will prepare diagrams of facilities to be evaluated based on available satellite imagery for parks and exterior spaces, and facility floorplans provided by the City for building interiors. Facility diagrams will be approximately positioned within the GIS map and be used to locate barrier items during facility evaluations and reporting tasks.

City Participation: Provide floorplans of interior facility areas (if available)

MIG Deliverable: Results will be included as part of Task 4.

3.2 Facility Evaluations – Parks (28 sites)

MIG will evaluate all portions of the exterior and interior features of City parks where members of the public engage in City programs, activities, and services. This does not include areas that are for authorized personnel only, staff workspaces, or maintenance spaces. The evaluation will identify physical barriers in each facility that limit accessibility for the public and compare each facility to the applicable standards. The facilities that are included in this scope of work are listed in Exhibit A. MIG will work with Oregon City staff to identify and obtain all necessary documents and materials to support the facility evaluations.

City Participation: Provide floorplans of interior facility areas (if available), coordinate access to locked facilities (restrooms, gates, etc.) and identify potential conflicts between facility evaluation activities and City programming, events, reservations, etc.

MIG Deliverable: Results will be included as part of Task 4.

3.3 Facility Evaluations – Buildings / Other (13 sites)

MIG will evaluate all portions of the exterior and interior features of City buildings where members of the public engage in City programs, activities, and services. This does not include areas that are for authorized personnel only, staff workspaces, or maintenance spaces. The evaluation will identify physical barriers in each facility that limit accessibility for the public and compare each facility to the applicable standards. The facilities that are included in this scope of work are listed in Exhibit A. MIG will work with Oregon City staff to identify and obtain all necessary documents and materials to support the facility evaluations.

City Participation: Provide floorplans of interior facility areas (if available), coordinate access to locked facilities (restrooms, gates, etc.) and identify potential conflicts between facility evaluation activities and City programming, events, reservations, etc.

MIG Deliverable: Results will be included as part of Task 4.

TASK 4: BARRIER REPORTS AND CATEGORIZATION

4.1 Facility Reports and Implementation Data – Parks (28 sites)

MIG will produce a report for each City park surveyed in Task 3 with a master list detailing each barrier identified within state and federal accessibility regulations. The facilities that are included in this scope of work are listed in Exhibit A. The reports will be provided in PDF and Excel spreadsheet format. Each report will include:

- Executive Summary: A one-page summary of the detailed report content capturing overall facility accessibility condition, key barrier types, and high-level remediation cost estimates.
- Barrier Identification Table: A list of specific barriers encountered during the evaluation process. Barriers will be organized by architectural element and located by reference number on the facility diagram. MIG will include as-built dimensions, required dimensions or condition, and code reference citations.
- Conceptual Solution: MIG will provide a conceptual solution to resolving the barrier in text format and/or recommend alternative solutions when feasible.
- Planning Cost Estimate: Each barrier removal action, such as replacing a doorknob with lever-type door hardware, is assigned a cost. Costs represent a planning level estimate based on the cost of construction, which can be used to determine the cost for removing barriers at facilities.
- Barrier Category: Barriers will be assigned a draft Barrier Category, which will be reviewed and confirmed by the City Staff during the prioritization process (Task 6.1).
- Reference Diagram: The report will include a reference diagram locating the barriers on a floor plan, site plan, or aerial photograph of the facility.
- Photographs: Images of the facility barriers will be provided for each facility.

MIG will also provide Oregon City with GIS data locating each barrier identified during the evaluation. The GIS data will be cross-referenced to additional detailed information provided in the facility barrier reports and Excel spreadsheet.

City Participation: Review draft barrier reports.

MIG Deliverable: MIG will provide the barrier report content in PDF and Excel spreadsheet format, as well as a geodatabase file and photos organized by location and barrier identification number. After the City confirms the barrier categorization strategy, MIG will conduct one revision of the barrier categories and re-issue the final facility barrier reports. Alternative report formats can be negotiated as an additional service if requested by the City.

4.2 Facility Reports and Implementation Data – Buildings / Other (13 sites)

MIG will produce a report for each City building or other facility with a master list detailing each barrier identified within state and federal accessibility regulations. The facilities that are included in this scope of work are listed in Exhibit A. The reports will be provided in PDF and Excel spreadsheet format using the same outline provided in Task 4.1. MIG will also provide Oregon City with GIS data locating each barrier identified during the evaluation. The GIS data will be cross-referenced to additional detailed information provided in the facility barrier reports and Excel spreadsheet.

City Participation: Review draft barrier reports.

MIG Deliverable: MIG will provide the barrier report content in PDF and Excel spreadsheet format, as well as a geodatabase file and photos organized by location and barrier identification number. After the City confirms the barrier categorization strategy, MIG will conduct one revision of the barrier categories and re-issue the final facility barrier reports. Alternative report formats can be negotiated as an additional service if requested by the City.

4.3 Right-of-Way Transition Plan Review (Staff Meeting #3)

Consor will review the City's existing ADA ROW Transition Plan and make recommendations for any additions or revisions. Consor will provide review comments by marking up the City's current plan.

MIG will coordinate review with the City and incorporate agreed-upon changes in the Citywide ADA Self-Assessment and Transition Plan. No field work is anticipated as part of this task; any follow-up actions needed will be taken by the City or incorporated into an additional services agreement.

City Participation: Provide Right-of-Way Transition Plan and supporting data for review; discuss recommendations and approve changes at Staff Meeting #3.

MIG Deliverable: Plan markups and meeting notes will be provided in PDF format; document revisions will be incorporated into the citywide report draft in Task 6.3.

TASK 5: INVOLVING PEOPLE WITH DISABILITIES

5.1. Develop and Distribute Online Survey

MIG will expand public input opportunities beyond the focused digital workshop participants through an online survey that can be completed by as many interested people as possible. This exercise will include multiple-choice and open-ended questions to explore the barriers that impact participants the most and solicit suggestions for prioritizing improvements. This activity will be distributed through networks and social accounts, relying on existing networks to maximize reach, and may integrate information associated with reservations and permits for the City sites if feasible. After a minimum one-month data collection period (during which MIG will provide tracking about the number of responses), MIG will provide a full set of response tables and open-ended responses.

City Participation: Share survey link and invitation broadly across the networks identified by MIG (including City social network accounts, email lists, and additional identified contacts).

MIG Deliverable: MIG will provide a draft of the survey questions, adding changes into a final online survey instrument provided as an accessible web form.

5.2 Review Meetings

MIG will present an overview presentation of the project at up to four (4) of the City's elected/appointed review bodies, such as the City Commission, Citizen Involvement Committee, Parks and Recreation Advisory Committee, and /or Planning Commission. MIG will attend each meeting in-person unless otherwise requested, at a location coordinated by the City.

City Participation: Coordinate dates, times, locations, and attendees for various meetings.

MIG Deliverable: MIG will prepare one Powerpoint presentation (to be delivered at multiple meetings), facilitate each meeting and take notes of meeting comments. Presentation content and notes will be summarized and included as part of Task 5.3.

5.3 Analyze and Summarize Engagement Results

MIG will compile and document the feedback received from the online survey, committee meetings, and public review period in a summary document. This document will describe the design, implementation, and results of the survey and other public engagement activities and provide recommendations for how the feedback can be incorporated into the development and implementation of the Self-Evaluation and Transition Plan.

City Participation: Review the draft Outreach and Engagement Summary document and provide one round of consolidated comments.

MIG Deliverable: MIG will provide a draft outreach and summary document in PDF form for one round of client comments. The revisions to this document will be made by MIG and provided as a final PDF version. Summary content will then be integrated into the final Self-Evaluation and Transition Plan document during TASK 6.

5.4 Review Public Comments (Staff Meeting #4)

MIG will meet with the City's project leadership team to review comments received during the public engagement activities and discuss any related revisions to the Transition Plan to be incorporated in Task 6.5.

City Participation: Collect public comments to be shared with MIG. Coordinate the meeting schedule and invite relevant staff to the meeting.

MIG Deliverable: Meeting notes will be provided in PDF format.

TASK 6: PREPARE THE ADA TRANSITION PLAN

6.1 Facility Barrier Prioritization Work Session (Staff Meeting #5)

MIG will facilitate an interactive meeting to assist Oregon City with prioritizing the list of facilities and developing a transition plan schedule to remove accessibility barriers. During the workshop we will create a framework for prioritization and discuss strategic methods for resolving accessibility barriers, either through modification of the facilities, or by other programmatic solutions. Potential interim measures will be identified and discussed.

Training Objective: Decide on an approach to prioritizing and scheduling barrier removal.

Target Audience: Oregon City project leadership team

Topics Addressed:

- Facility and barrier categorization
- Prioritization criteria
- Public engagement feedback
- Barrier removal schedule examples
- City budgeting and planning processes
- Interim measures

City Participation: Coordinate the workshop schedule, invite relevant staff to the workshop, engage with workshop topics.

MIG Deliverable: Meeting agenda and presentation content will be provided in PDF format. The facility prioritization strategy will be summarized in a memo draft in RTF format following the workshop. MIG will incorporate one round of client comments and issue a revised strategy memo in PDF format. The resulting strategy will be used to guide the creation of the barrier removal schedule.

6.2 Refine Tracking Tools (Spreadsheet and GIS)

Based on the approach determined during the Facility Barrier Prioritization Work Session (Task 6.1), MIG will further refine the barrier spreadsheet and GIS data developed during Task 4 to support future tracking of Transition Plan progress by City Staff.

City Participation: Decide on an approach to prioritizing and scheduling barrier removal.

MIG Deliverable: Revised barrier tracking spreadsheet and geodatabase file.

6.3 Administrative Draft of the Transition Plan

MIG will create a public-facing summary document that expresses the City's commitment to providing accessible recreation programs and facilities under the law, encapsulates feedback received from people with disabilities, identifies changes to be made to the City policies and practices, outlines the City's facility barrier prioritization approach and provides a schedule for barrier. This document will also include notice of the City's non-discrimination policy and accessibility grievance procedure and will identify the person responsible for maintaining accessibility compliance, in accordance with federal requirements. The Self-Evaluation and Transition Plan document will serve to inform members of the public interested in the City's progress towards providing equitable access to its recreation programs and facilities.

City Participation: Review the draft Self-Evaluation and Transition Plan and provide one set of consolidated comments.

MIG Deliverable: A draft of the Self-Evaluation and Transition Plan document will be provided to the City for review in narrative format.

6.4 Public Review Draft of the Transition Plan

MIG will incorporate City comments on the Draft ADA Transition Plan and provide a revised draft in a tagged, screen-reader accessible PDF format and rich text file (RTF) suitable for publication on the City website and public review.

City Participation: Publish the Public Review Draft of the Transition Plan and collect public comments to be shared with MIG.

MIG Deliverable: Revised Transition Plan draft in accessible PDF and RTF formats for online publication.

6.5 Prepare the Final ADA Transition Plan

MIG will conduct one revision of the Public Review Draft of the Self-Evaluation and Transition Plan from Task 6.4 based on City comments, and decisions made during Task 5.4. Once the document contents are finalized, MIG will create a final screen-reader accessible version of the document.

City Participation: Review the Self-Evaluation and Transition Plan document and provide one set of consolidated comments.

MIG Deliverable: The final document will be provided in accessible PDF and RTF formats for online publication.

6.6 City Council Presentation

MIG will present a summary overview of the self-evaluation and transition plan process and results at a City Council meeting, work session, or adoption hearing. The meeting will be attended by MIG's Project Manager or Principle-in-Charge, who will deliver the overview presentation and respond to questions. This scope item assumes one (1) in-person meeting.

City Participation: Coordinate the city council meeting schedule, review draft presentation content, attend the city council meeting.

MIG Deliverable: Draft presentation content will be provided in PDF format, attend meeting, deliver presentation and respond to council questions.

Assumptions

Public Meetings

The City project manager will manage communications with the outreach and engagement participants. Any materials requested by the public, including ASL interpreters, alternative formats, or other program modifications will be the responsibility of the City.

Project Meetings and Work Sessions

Unless noted otherwise, project meetings, work sessions and workshops will be conducted virtually. The City project manager will identify and contact the appropriate City staff for attendance at each of the meetings/workshops. At a minimum, MIG's Project Manager and/or Principal-in-Charge will be in attendance.

Project Management Changes

If the primary City contact or project manager changes during the project and necessitates more than an hour of MIG staff time to reinitiate the project, this will be considered extra services. If the MIG project manager changes during the project, MIG will provide a thorough briefing and update, limiting the additional time required by the City to reinitiate the project to one hour.

Schedule Changes

This fee proposal assumes a project duration of approximately twelve (12) months. Additional fee will be requested for project management if the schedule extends beyond that term due to delays caused by the City, or if additional phases of work are requested, except when notified in advance by the City about extended delays or that the project is put on hold. The City is responsible for ensuring that client reviews, approvals, and comments are completed in a timely fashion in order to maintain the proposed schedule.

Site Visits

MIG will coordinate with City staff for access to the facilities to be evaluated. Facility evaluations will be scheduled to minimize conflicts with visitors' use of the facilities, to the extent feasible. The fee proposal assumes MIG labor hours on-site unimpeded by public events, dangerous wildlife, natural disasters, or severe weather conditions.

Evaluation Scope

Facility evaluations are limited to architectural elements within the project boundary and do not include elements in the public rights-of-way. Employee-only areas that do not affect program access are excluded.

Disclaimer

Facilities will be evaluated for compliance with the applicable requirements of the codes listed under "Applicable Standards" above. Assessment of these facilities shall not be held to permit or approve any violation of applicable codes or standards. The City retains responsibility for compliance with appliable local, state, and federal requirements.

City of Oregon City | ADA Self-Evaluation and Transition Plan
Fee Proposal

		MIG, Inc.		Subconsultants (incl direct costs)		MIG Direct Costs	Sub/Direct costs mark up 5%	Professional Fees Totals
		MIG Labor Totals		Consor Engineering	Sub Totals			
Task 1: Project Initiation, Project Management and Administration								
1.1	Project Initiation Meeting and Schedule (Staff Meeting #1)	*8*	*$1,560*		$0		$0	$1,560
1.2	Project Management and Progress Reports	*66*	*$12,600*		$0		$0	$12,600
	Subtotal	74	$14,160	$0	$0	$0	$0	**$14,160**
Task 2: ADA Policy, Processes and Program Evaluation and Report								
2.1	Staff Questionnaire, Orientation, and Analysis (Staff Meeting #2)	*38*	*$5,760*		$0		$0	$5,760
2.2	Policy, Process, and Program Review	*44*	*$6,540*		$0		$0	$6,540
2.3	Engineering Department Standard Details Review	*4*	*$800*	$5,030	$5,030		$252	$6,082
2.4	Policy, Process, and Program Accessibility Summary Report	*40*	*$5,820*		$0		$0	$5,820
	Subtotal	126	$18,920	$5,030	$5,030	$0	$252	**$24,202**
Task 3: Parks and Facilities Evaluations								
3.1	Prepare Facility Diagrams	*73*	*$11,730*		$0		$0	$11,730
3.2	Facility Evaluations - Parks (28 sites)	*240*	*$37,200*		$0	$1,320	$66	$38,586
3.3	Facility Evaluations - Buildings / Other (13 sites)	*140*	*$21,700*		$0	$800	$40	$22,540
	Subtotal	453	$70,630	$0	$0	$2,120	$106	**$72,856**
Task 4: Barrier Reports and Categorization								
4.1	Facility Reports and Implementation Data - Parks (28 sites)	*225*	*$35,000*		$0		$0	$35,000
4.2	Facility Reports and Implementation Data - Buildings / Other (13 sites)	*120*	*$18,600*		$0		$0	$18,600
4.3	Right-of-Way Transition Plan Review (Staff Meeting #3)	*4*	*$840*	$9,916	$9,916		$496	$11,252
	Subtotal	349	$54,440	$9,916	$9,916	$0	$496	**$64,852**
Task 5: Involving People with Disabilities								
5.1	Develop and Distribute Online Survey	*36*	*$5,400*		$0		$0	$5,400
5.2	Review Meetings	*36*	*$6,920*		$0	$100	$5	$7,025
5.3	Analyze and Summarize Online Survey Results	*31*	*$4,400*		$0		$0	$4,400
5.4	Review Public Comments (Staff Mtg #4)	*6*	*$1,100*		$0		$0	$1,100
	Subtotal	109	$17,820	$0	$0	$100	$5	**$17,925**
Task 6: Prepare the ADA Transition Plan								
6.1	Facility Prioritization Work Session (Staff Meeting #5)	*12*	*$2,080*		$0		$0	$2,080
6.2	Refine Tracking Tools (Spreadsheet and GIS)	*26*	*$4,200*		$0		$0	$4,200
6.3	Administrative Draft of the Transition Plan	*58*	*$8,560*		$0		$0	$8,560
6.4	Public Review Draft of the Transition Plan	*26*	*$3,740*		$0		$0	$3,740
6.5	Prepare the Final ADA Transition Plan	*26*	*$3,740*		$0		$0	$3,740
6.6	City Council Presentation	*14*	*$2,760*		$0	$80	$4	$2,844
	Subtotal	162	$25,080	$0	$0	$80	$4	**$25,164**
SUBTOTAL		**1273**	**$201,050**	**$14,946**	**$14,946**	**$2,300**	**$862**	**$219,158**
TOTAL PROJECT COSTS								**$219,158**

SECTION III B
PUBLIC IMPROVEMENT STANDARD CONDITIONS

This Standard Condition Agreement shall be applicable to all public improvement contracts obtained through a formal bid procedure.

1. Definitions. In this Standard Conditions Agreement, the following terms shall be as defined below:

(a) **Agent** means a person who is authorized to act on behalf of the Contractor or the Owner.

(b) **Applicable Laws** means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work to the Contract or to the Parties individually.

(c) **Amendment** means a written alteration which, when fully executed by the Parties of the Contract, constitutes a change to the to the contract price, contract time or contract scope. An Amendment shall not be effective until executed by both parties.

(d) **Contract Documents** means the full and complete contract for goods or services including the Goods or Personal Service Agreement, Scope of Work and these Standard Conditions.

(e) **Contractor** means the Person awarded the Contract for the Work contemplated.

(f) **Design-Build** means an alternative form of procurement for public improvements in which the Contractor provides or obtains specified design services, participates on the project team with the Owner, and manages both design and construction.

(g) **Public Improvement** means contracts for construction, reconstruction or major renovation of real property by or for the Owner.

(h) **Owner** means the City of Oregon City or any component unit thereof including the City of Oregon City Urban Renewal Agency. Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent.

(i) **Parties** means the any individual, group or organization who execute a written agreement to complete Work to be done.

(j) **Person** means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, a nonprofit, a trust, or any other entity possessing the legal capacity to contract.

(k) **Project** means the total undertaking to be accomplished for Owner by Contractors, and others, including planning, study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.

(l) **Subcontractor** means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of Work.

(m) **Work** means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits and regulatory approvals not provided by the Owner necessary to successfully comply any individual items or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.

2.

2. Time of Completion. The Owner and the Contractor recognize that time is of the essence in this agreement, and the Owner 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 Owner, 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 Owner's contract rights.

3. Payments, Statement of Compliance and Subcontractor Payments.

a. Contract Sum and Owner Payments.

Owner 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 Owner 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 Owner a sworn statement by each of its subcontractors to the same effect.

c. Progress Payments and Retainage or Bond.

i) Partial payments may be made by the Owner 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.

ii) The Owner may reserve, as retainage from progress payments, an amount not to exceed five percent of the payment. In lieu of retainage, the Contractor may elect to submit a Oregon-authorized surety issued general obligation bond or an irrevocable, bank-issued letter of credit as specified in ORS 279C.560. Contractor shall reimburse Owner for any additional costs for exercising this option by reducing the final payment and any additional costs that the Contractor incurs are not reimbursable.

iii) Cash retainage held in an interest bearing account or interest on a bond or other securities shall accrue to the Contractor. Interest on the retainage amount accrues from the date the payment request is approved until the date the retainage is paid to the Contractor to which it is due.

iv) When Owner accepts a surety bond in lieu of retainage from Contractor, Contractor shall accept surety bonds from subcontractors or for supplies from which Contractor would otherwise withhold retainage subject to the conditions set forth in ORS 279C.560(8).

v) Within 30 days after receiving a surety bond that otherwise complies with ORS 279C.560 requirements, Owner shall release any held retainage equivalent to the amount of the surety bond.

d. Certified Payroll Statements.

The Contractor shall file certified payroll statements with the Owner at a minimum of once per month. Failure to do so shall result in the Owner 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 Owner's final acceptance of the work, which shall include the taking of final measurements of quantities, the Owner shall make its final payment to the Contractor. Retainage held by the Owner 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 Owner 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 Owner. To facilitate the Owner's inspection, the Contractor shall notify the Owner in writing when the Contractor considers the work complete.

f. Subcontractor Payments.

i) The Contractor shall pay the subcontractor for satisfactory performance under the subcontract, out of amounts that are paid by the Owner to the

Contractor, within 10 days of the Contractor's receipt of such payments from the Owner.

ii) 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 Owner, 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 Owner, 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 coverages 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 Owner may carry. A copy of each policy or a certificate satisfactory to the Owner shall be delivered to the Owner 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 Owner 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 Owner shall have the right to require the Contractor to increase the Contractor's coverages 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 Owner. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination by the Owner.

i) <u>Comprehensive General Liability</u>.

The Contractor shall maintain a broad form general liability insurance policy with coverage of not less than $2,000,000 combined single limit per occurrence, with aggregate of $4,000,000. Coverage shall be for bodily injury, personal injury or property damage and occurring as a result of, or in any way related to, Contractor's operation. 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 Owner, its officers, agents and employees as additional insureds, in a form satisfactory to the Owner, and expressly providing that the interest of the Owner 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 $2,000,000 combined single limit per occurrence, with aggregate of $4,000,000 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 Owner, its officers, agents and employees as additional insureds, in a form satisfactory to the Owner, and expressly providing that the interest of the Owner 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 Owner with such further assurances as the Owner 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 Owner, 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 Owner, the Contractor shall, if the Owner so elects and upon tender by the Owner, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the Owner or to the Owner and the Contractor jointly, and reimburse the Owner for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the Owner.

c. Termination and Suspension.
The Owner may terminate this contract or suspend the work at any time for any reason considered by the Owner, 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 Owner, 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 Owner 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 Owner'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 Owner's right to collect any additional damages that the Owner 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.

A contractor who has been assessed liquidated damages in a contract with the Owner shall be ineligible to bid on contracts from the Owner for a period of five (5) years from the date that the liquidated damages have been assessed.

5. Work Schedule.
The Contractor shall notify the City Engineer 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. Owner 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 Owner may, at the discretion of the City Engineer, 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 Engineer 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 Owner 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 Engineer.

10. Control of Work.
All work done under this contract shall not be deemed complete until accepted by the City Engineer. The City Engineer 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 Engineer.

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 Contractor Work.
It will be the direct responsibility of the Contractor to furnish every subcontractor a complete set of project plans and ensure 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 engineer and performed on all surfaces regardless of density requirements unless otherwise directed by the City Engineer or Owner's engineering consultant. All test results shall be provided in written report form to the City Engineer.

The Contractor shall give the attention necessary to keep the work progressing at a rate satisfactory to the City Engineer or Owner's engineering consultant. 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 Engineer or Owner's engineering consultant's instructions and orders and to make arrangements for necessary materials, equipment, and labor.

The Contractor shall allow the City Engineer 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 engineer facts necessary to determine actual cost of any part of all of the work. The City Engineer will consider a request for confidentiality to protect trade secrets.

If the City Engineer is not provided proper facilities for reviewing Contractor's strict accounting of cost, then the Contractor agrees to waive any claim for extra compensation.

Contractor shall schedule work Monday through Friday only. Contractor shall establish a standard daily work schedule for hours to begin and end work that is acceptable to the Owner.

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 Owner 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 Owner 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 Owner 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 Owner's order to return to work, at no penalty to the Owner.

Debris shall not be permitted to remain on site and shall be disposed daily and/or as directed by Owner.

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 or all personnel and the public.

15. Contractor Identification.
Contractor shall furnish to Owner 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 Owner.

17. Access to Records.
Owner 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 Owner. 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 Owner 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 Owner or produced by Contractor 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 Owner, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to the Owner. Contractor shall not publish, republish, display or otherwise use Work Products resulting from this Agreement without the prior written agreement of Owner. No reports, information and/or data given to or prepared or assembled by the Contractor under this contract shall be made available to any individual or organization by the Contractor without the prior written approval of the Owner.

19. Legal Expenses.
In the event legal action is brought by Owner 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 email and by either 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 Owner 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 Owner 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 Owner. Contractor shall furnish Owner, 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 Owner, but may remain with Contractor. Copies as requested shall be provided free of cost to Owner.

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 III 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 performance 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 pay promptly a person's claim for labor or services that the person provides to the CONTRACTOR or a subcontractor in connection with the public contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality, or municipal corporation or a subdivision, of the state, county, school district, municipality or municipal corporation, may pay the amount of the claim to the person that provides 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 pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor owes the person the amount due plus interest charges that begins at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

ORS 279C.515(3) If the CONTRACTOR or a subcontractor fails, neglects, or refuses to pay a person that provides 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.515(4) Paying a claim by the contracting agency as specified above does not relieve the contractor or the contractor's surety from obligation with respect to an unpaid claim.

ORS 279C.520 (see also ORS 279.540)
(1) A CONTRACTOR may not employ an employee 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 otherwise, and in such cases, the contractor shall pay the employee at least time and a half pay for:

(a)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.

(2) The CONTRACTOR shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.
(c) The CONTRACTOR may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and 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.

(2) CONTRACTOR shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins 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 contractor may require the employees 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, the 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 comply with these requirements.

ORS 279C.537 Where a project is valued at $20 million or more, at least 80 percent of the total fleet of motor vehicles that are motor vehicles powered by diesel engines and equipment powered by nonroad diesel engines used on site and in the course of performing the contract to be:
(a) Motor vehicles powered by model year 2010 or newer diesel engines; and
(b) Equipment powered by nonroad diesel engines, whether or not capable of being powered by alternative fuel, that meet or exceed United States Environmental Protection Agency Tier 4 exhaust emission standards for nonroad compression ignition engines.

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, bond or surety and payment under the terms of this Agreement shall be governed by the terms of ORS 279C.550 - 570.

ORS 279C.570 The OWNER 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 OWNER. A progress

payment is not considered acceptance or approval of any work or waiver of any defects therein. The OWNER shall pay to the CONTRACTOR interest if any payment becomes overdue.

ORS 279C.580
(1) CONTRACTOR shall pay first-tier subcontractors for satisfactory performance under subcontract out of amounts that are paid by the OWNER to the CONTRACTOR within 10 days of CONTRACTOR's receipt of such payments from the OWNER.

(2) CONTRACTOR shall provide first-tier subcontractors with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from CONTRACTOR.

(3) CONTRACTOR, except as otherwise provided in this paragraph, shall use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. CONTRACTOR may change the form or the regular administrative procedures used for processing payments if CONTRACTOR:
(A) Notifies the subcontractor in writing at least 45 days before the date on which the change is made; and
(B) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(4) If CONTRACTOR does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, the CONTRACTOR shall pay the first-tier subcontractor an interest penalty as provided in ORS 279C.580(3)(d).

(5) 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. In addition, CONTRACTOR shall require a first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of ORS 279C.580(3) in each of its subcontracts and CONTRACTOR shall require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

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.830(1) (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 and CONTRACTOR shall pay the higher of the applicable state or federal prevailing rate of wage to all workers on the public works and include this requirement in all subcontracts.

(2) CONTRACTOR shall pay all workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840, and CONTRACTOR shall require this provision be included in all subcontracts.

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 ORS 279C.845. 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 ORS 279C.845, 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 ORS 279C.845. CONTRACTOR shall verify that the first-tier subcontractor has filed the certified statements before the CONTRACTOR may pay the subcontractor any amount retained under ORS 279C.845(7). 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 ORS 279C.845.

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 or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

OAR 137-049-0200(2). CONTRACTOR shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the OWNER's prior Written consent. Unless otherwise agreed by the OWNER in Writing, such consent shall not relieve CONTRACTOR of any obligations under the Contract. Any assignee or transferee shall be considered the agent of CONTRACTOR and be bound to abide by all provisions of the Contract. If the OWNER consents in Writing to an assignment, sale, disposal, or transfer of CONTRACTOR's rights or delegation of CONTRACTOR's duties, CONTRACTOR and its surety, if any, shall remain liable to the OWNER for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the OWNER otherwise agrees in Writing.

CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT

Project/Service Title

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and XXX ("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 shall be from the date the contract is fully executed until **January XX, XXXX**, unless sooner terminated pursuant to provisions set forth below. However, such expiration 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 **XX thousand and 00/100 dollars ($XX000.00).**

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. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

6. 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.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. 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.

SAMPLE

To the City:	City of Oregon City Attention: 625 Center Street Oregon City, OR 97045
To Consultant:	XXX Attention: XXX Main St. Port;and, OR XXXXX

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

8. 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 _____ day of _____, 20____.

CITY OF OREGON CITY	Consultant Name
By: _____	By: _____
Title: Assistant City Manager	Title: _____
DATED: _____, 20___.	DATED: _____, 20___.
By: _____	
Title: City Manager	
DATED: _____, 20___.	

Document1

SAMPLE

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

CITY OF OREGON CITY

Staff Report

To:	City Commission	**Agenda Date:**	June 17, 2026
From:	Patrick Foiles, Human Resources Director		

SUBJECT:
Item 7.m. - Management, Supervisory, and Confidential Employee Salary Cost of Living Adjustment (COLA) FY 2026-27

STAFF RECOMMENDATION:

Staff recommends the City Commission approve a three percent (3.0%) COLA increase to salary ranges for the City's thirty-eight (38) budgeted Management, Supervisory and Confidential positions for fiscal year July 1, 2026 to June 30, 2027.

EXECUTIVE SUMMARY:

Represented employee groups receive an annual COLA increase to salary as a function of their negotiated and Commission approved collective bargaining agreements. Management and non-represented employees require separate Commission notice and approval of salary range adjustments.

Staff recommends a three percent (3.0%) COLA effective July 1, 2026. This adjustment is aligned with recent increases approved for represented employees and helps maintain competitive and equitable salary relationships across the organization. The estimated financial impact is approximately $193,000, including benefits and payroll tax roll-ups, and is fully supported by the adopted 2025–27 Biennial Budget.

BACKGROUND:

Represented employees receive a COLA based increase to salary as a function of their negotiated and Commission approved collective bargaining agreements. Management and non-represented employees require separate Commission notice and approval of salary range adjustments.

The City Commission ratified the OCPEA and AFSCME collective bargaining agreements in early 2026. Both agreements include a three percent (3.0%) COLA increase for FY 2026-27. Providing a corresponding three percent (3.0%) COLA for Management, Supervisory, and Confidential employees helps avoid salary compression between represented and management employee salaries and is supported by the City’s approved budget.

The CPI-W West, Size Class B/C (Consumer Price Index for All Urban Consumers), which reflects the buying habits of urban wage earners and clerical workers and is based on cities with populations of less than 2,500,000 in 13 Western states, increased two and eight-tenths percent (2.8%) for the calendar year of December 2024 to December 2025. The rate was released in April 2026. The annual average for the same index in 2025 was 2.6%. The CPI has been used in the past to guide and provide context to determine an appropriate adjustment to salaries.

OPTIONS:

1. Approve the three percent (3.0%) COLA increase to salary ranges for Management, Supervisory and Confidential positions for FY 2026-27.
2. Discuss and change the percentage of the COLA increase for Management, Supervisory and Confidential positions for FY 2026-27.
3. Deny the three percent (3.0%) COLA increase to salary ranges for Management, Supervisory and Confidential positions for FY 2026-27.

BUDGET IMPACT:

Amount	Approx. $193,000
Fiscal Year(s):	2026-27
Funding Source(s):	Multiple funds throughout the budget. The BY 2025-27 budget sufficiently includes this action.
Included in Approved Budget:	Yes

CITY OF OREGON CITY
CITY COMMISSION REGULAR MEETING
DRAFT MEETING MINUTES

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, November 5, 2025 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:06 P.M.

PRESENT: 5 - Commissioner Adam Marl, Commissioner Mike Mitchell, Commissioner Rocky Smith, Commissioner Scott Wilson, Mayor McGriff

STAFFERS: 12 - City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Chief Shaun Davis, Public Works Director Dayna Webb, Library Director Greg Williams, Parks and Recreation Director Scott Archer, Communications Manager Jarrod Lyman, Human Resources Director Patrick Foiles, Economic Development Manager James Graham Events and Rentals Coordinator Taylor Miller, Social Service and Community Center Manager Cecily Rose

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

a. Oath of Office for New Oregon City Police Sergeant

Shaun Davis, Police Chief, introduced Officer Allen Farmer.

Mayor McGriff administered the Oath of Office to newly appointed Sergeant Farmer.

b. Law Enforcement Service and Sacrifice Proclamation

Mayor McGriff read the proclamation recognizing officers who were killed in the line of duty.

c. Extra Mile Day Proclamation

Mayor McGriff read the proclamation declaring November 1, 2025, as Extra Mile Day. She presented awards to Beverly Ellis, members of the Oregon City Parks Foundation, and the Greater Oregon City Watershed Council.

d. Taylor Miller Employee Recognition and Video

Scott Archer, Parks and Recreation Director, introduced Taylor Miller, Events and Rentals Coordinator, and explained how he had received a Rising Professional Award. A video of Mr. Miller's coworkers praising his work was shared.

The Commission thanked him for his work. Mr. Miller thanked everyone for the recognition.

The Commission took a break from7:38 P.M. to 7:40 P.M.

4. PUBLIC COMMENTS

James Nicita, resident of Oregon City, said a group of citizens was planning to put a measure on the ballot to amend the Charter so the City Attorney would be employed by and be accountable to the City Commission. This effort would need funding, and he planned to give fundraising lectures on Oregon City's history. He

thought the Commission could vote to refer the matter to voters themselves.

Dorothy Dahlsrud, resident of Oregon City, was in support of the change to the Charter and for the Commission to refer it to the voters to make the process easier. She was willing to help collect signatures. She discussed the need for retail development in the Elyville neighborhood, especially near the Molalla and Pearl intersection. She also discussed illegal cutting of trees and the need to follow the tree code.

Zach Knudson, representing the Oregon City Police Employee Association, gave an update on the Records Department and how they were very understaffed due to budget cuts. There was a large backlog of cases and reports waiting to be processed and the front office was overwhelmed with calls about the status of cases. They needed an increase in personnel to manage the records in a timely, organized manner. He gave statistics from other nearby agencies.

Steven Kang, Network Analyst, had a deep passion for public service. There were many employees who served the public faithfully and diligently. He asked the Commission to keep the employees in mind when they made difficult budget decisions. With the hiring freeze and short staff, there was only so much that could be done before morale crashed.

Chris Koehnke, Patrol Sergeant, said currently contract negotiations had failed to the point of mediation. He explained the difficulty of recruiting and retention and how contractual benefits were important to gain and keep quality officers. Through retirements and resignations, they had as many as eight vacancies in the next six months, and it took about a year to get someone to solo status at a cost of $100,000 per officer. This put a burden on the current officers and filling assignments. Without a strong contract, the task would be even more difficult to fill the positions. They could not afford to lose their competitive edge and the longer the contract went unsettled, the greater the issues would be magnified.

Jordan Edholm, resident of Oregon City, agreed about the comments made about the City Attorney. She presented the Commission with exhibits for reference. One was an excerpt from the Oregon Constitution that she thought required the City Attorney office to be located within Oregon City. The second was an excerpt from the Oregon City Municipal Code about the City Attorney being the public prosecutor at Municipal Court. If the attorney had an office in Oregon City, they would not have to contract out for an attorney to appear at court and could have a true proactive code enforcement. She asked that the office of City Attorney be reformed and become an employee of the Commission.

Judy Schaefer, resident of Oregon City, said in 2022 there was a measure on the ballot to amend the City Charter to eliminate the numbered positions of the City Commission and have the top two vote getters be elected to the two open seats. The measure passed and there was another amendment needed for the City Attorney. Only Oregon City and Tualatin gave authority of the City Attorney to the City Manager. It was long past time to change the control of the City Attorney to the City Commission. The attorney should be there for the interest of the people, through their elected representatives.

Suzanne Mills worked at the library and spoke about the services the library provided to the community. The library was consistently ranked at the top and more than once had been the number one department in citizen satisfaction surveys. Every department in the City mattered, and if they wanted to retain talented employees, they needed to encourage city administration to do their part to settle on a fair contract.

Hunter Hauer was a utility worker for Oregon City and AFSCME union president. The City's employees were dedicated members of the community that kept the City running smoothly every day. However, their efforts could only continue if they were treated with respect and the compensation they deserved. They were asking the Commission for support to continue delivering the high-quality services residents expected and treating workers justly.

Alex Mawson, President of the Oregon City Police Employees Association, said the police had been working without a contract since June 30. As they prepared to enter mediation next week, they were coming to the Commission to ask for help to find a resolution and ensure members had competitive pay and benefits. The lack of a contract created uncertainty and concern. They stood with the AFSCME union who also were working without a contract. The members of these two unions were the City's greatest asset and kept the City running. They were committed to working with the City to adopt a contract that fairly compensated its members.

Austin Pilcher, Vice President of the Oregon City Police Employees Association, said that employees supported and bettered the community. He used to feel like part of a family at work where his employer

wanted to make sure officers were supported and taken care of; however, he had begun to doubt that. They were trying to negotiate a contract, and it seemed the City had dug in its heels. Rising costs were the same for everyone, and he asked for the Commission's help to move the contract forward. It was time to give City employees the support they deserved.

The Commission took a break from 8:13 P.M. to 8: 21 P.M.

5. PRESENTATIONS

a. Clackamas Fire District No. 1 Presentation

Nick Browne, Fire Chief, gave a Clackamas Fire emergency services levy update. He discussed the number of service calls for Quarter 3 and spoke about Clackamas Fire, how the levy funding was used, staffing, reopening stations 12 & 13, quick vehicle response program, wildfire mitigation updates, and incidents since the levy.

There was discussion regarding staffing, Station 17, expanding the district by annexing Gladstone, economies of scale, service levels, and board vacancies.

b. Greater Oregon City Watershed Council Annual Presentation

Tom Gaskill, Executive Director of the Greater Oregon City Watershed Council, acknowledged the participation of several board members at the meeting. He discussed the history of the Council; their vision and work; restoring habitat and waterways on Abernethy, Holcomb, and Singer Creeks; community engagement and partnerships; building capacity and commitment; Strategic Plan 2024-2028; and financial support and expenditures 2023-2024.

There was discussion regarding protection efforts at Newell Creek, Metro land acquisitions, and board vacancies.

6. ADOPTION OF THE AGENDA

Item 7c was pulled from the consent agenda. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion by Commissioner Mitchell, seconded by Mayor McGriff, to approve the consent agenda except Item 7c. The motion carried by the following vote:

YES: Mayor McGriff, Commissioner Mitchell, Commissioner Wilson, Commissioner Marl, and Commissioner Smith

a. Resolution No. 25-34 Authorizing Acquisition of Property and Property Interests Through Eminent Domain Related to the Construction of the Downtown Quiet Zone Project (CI 22-015)

b. Personal Services Agreement with RH2 Engineering, Inc. for McLoughlin Neighborhood Waterline Replacement Project WIFIA 2-4 (CI 25-006)

c. Resolution No. 25-33 Initiating Vacation of 142 Square Feet from McLoughlin Promenade Park Property Located at 300 3rd Street in the City of Oregon City and Establishing a Public Hearing Date for December 3, 2025

Commissioner Wilson wanted to make sure the vacation was strictly for the foundation on the Promenade property, nothing outside of that.

Alex Rains, Assistant City Manager, said it would also include the eaves of the house.

Motion by Commissioner Wilson, seconded by Commissioner Mitchell, to approve Resolution No. 25-33, initiating vacation of 142 square feet from McLoughlin Promenade Park Property located at 300 3rd Street in the City of Oregon City and establishing a public hearing date for December 3, 2025. The motion carried by the following vote:

YES: Mayor McGriff, Commissioner Mitchell, Commissioner Wilson, Commissioner Marl, and Commissioner Smith

d. Purchase of Five Natural Gas-Powered Generators and Associated Equipment for the Sanitary Pump Station Generator Replacement Project (CI 24-007)

e. Intergovernmental Agreement for Judicial Services

f. Minutes of the February 10, 2025 City Commission Special Interview Meeting

g. Minutes of the August 13, 2024 City Commission Work Session

h. Minutes of the August 21, 2024 City Commission Work Session

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

a. Adaptive Re-Use Historic Facade Improvements Update - 703 Main Street

James Graham, Economic Development Manager, said this project was previously approved as a project of interest. The Commission had asked to see some renderings of the front façade to reflect the historical aspects of the building.

Derek Metson, representing the applicant, explained the project location, existing street view, and showed photos of what the original storefront looked like. The applicant wanted to preserve the mural, bring back the fabric awning, and unify the front façade by bringing the gorge stone all the way across the base. He then presented the proposed street façade, proposed views looking south and north, and proposed alley improvements where they planned to remove the shed and add glazing. He described the project vision and asked for approval to move forward with the process.

There was discussion regarding the historic remnants of the building. A plaque designating the building as the former OK Barber Shop and portions of the rear facade would be preserved.

Commissioner Smith requested that the line about historic features being added to the façade be removed from the application. Mr. Metson agreed to remove that language from the application. Commissioner Smith also raised concerns with using gorge stone on the façade because it did not match other façades on Main Street, with the presentation not showing a good, consistent representation of what the façade and doors would look like, and with the visibility from the street.

Commissioner Smith said he could not support the project as the renderings were not the same as what was being described.

Mr. Metson noted this was the first step. The project still had to go through several reviews by the City Commission and staff.

There was more discussion about making the doors match and being able to see inside the building from the sidewalk.

Motion by Commissioner Mitchell, seconded by Commissioner Marl, to continue the discussion for the adaptive re-use historic facade improvements project on 703 Main Street. The motion passed by the following vote:

YES: Mayor McGriff, Commissioner Mitchell, Commissioner Wilson, and Commissioner Marl
NO: Commissioner Smith

There was consensus for the applicant to bring back another rendering to the Commission that more accurately reflected the comments made before going down the financial approval process.

Commissioner Mitchell noted that if the Commission were concerned about frosted glass windows, then they should amend the code.

b. Board and Committee Appointment Process Discussion

Jakob Wiley, City Recorder, discussed options for interviewing candidates for City boards and committees.

The Commission discussed letting the Historic Review Board (HRB) and Planning Commission (PC) screen applicants, trying to more clearly communicate roles and responsibilities of HRB and PC to applicants, reducing the amount of time spent per interview, and the City Commission pre-screening HRB and PC applications before interviews.

There was consensus to review applications at a Commission meeting under General Business, and the Commission would make a motion to forward the ones to be interviewed.

10. COMMUNICATIONS

City Manager

a. SB 1537 (2024) – Mandatory Adjustment Exception — City Approval

Carrie Richter, City Attorney, shared that the City was granted a waiver so they did not have to grant automatic waivers to development standards. Applicants who wanted the standards changed had to go through the City's adjustment or variance criteria. She explained how the City had obtained this exception status and the conditions of approval that were set for the exception.

Mrs. Richter also said that the Department of Land Conservation and Development (DLCD) had recently published new regulations with a model code of clear and objective standards. Cities would have to use the model code unless they could show that their standards allowed for greater housing density. A letter had been sent to DLCD in opposition.

Tony Konkol, City Manager, said this was his tenth year as manager and he would like to address some of the items in his contract. He suggested Commissioner Mitchell and staff review the contract and bring back recommendations for changes.

There was consensus for staff and Commissioner Mitchell to move forward as suggested.

Commissioners –

Commissioner Marl gave an update on the transportation bill.

Commissioner Wilson thanked the Downtown Oregon City Association for the trick or treating event on Main Street. There was discussion about ensuring the event is held on a Saturday in the future.

Mayor

a. Citizen Involvement Committee Appointments

Mayor McGriff announced three Oregon City High School students who were awarded national merit scholarships.

11. ADJOURNMENT

Mayor McGriff adjourned the meeting at 8:06 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder
Date Approved: _____

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

CITY OF OREGON CITY

Staff Report

To:	City Commission	**Agenda Date:**	June 17, 2026
From:	Dayna Webb, Public Works Director		

SUBJECT:
Item 9.a. - First Reading of Ordinance No. 26-1008, Adopting Amendments to Oregon City Municipal Code Title 13, Updating the Public Utility Service Billing Code

STAFF RECOMMENDATION:
Commission approves the first reading of Ordinance No. 26-1008, Adopting Amendments to Oregon City Municipal Code Title 13: Public Services.

EXECUTIVE SUMMARY:
At the February 10, 2026 City Commission work session, staff presented a review of City Code provisions related to utility service charges, to evaluate consistency in billing corrections and exemptions (including lookback periods), and appeal processes. As detailed in the memorandum and matrix provided at that meeting, the review identified inconsistencies across utility services that are billed together on a single utility bill. These inconsistencies can result in differing customer experiences, reliance on interpretation or past practice, and administrative complexity. In addition, the Oregon City Municipal Code 13.16.100, *Storm Drainage Service Charges* currently provides exemptions for certain properties from the stormwater utility monthly fee. Summaries of surrounding cities practices with respect to stormwater fee exemptions and/or reductions were provided and discussed.

At the June 3, 2026 City Commission meeting, Commission directed staff to make a small revision to language relating to reductions of stormwater utility fee charges to refer to residential use versus residential zone. The change has been made. Additionally, the Utility Customer Service team has requested one small amendment to allow enforcement when the water meter box is obstructed.

Tonight's first reading of Ordinance No. 26-1008 fulfills the first of the two required readings under the Oregon City Charter to adopt the proposed code revisions to create consistency across all utility service charges and adjust the stormwater fee exemption, as directed by City Commission in their February 10 work session. The second reading of the ordinance will occur at a subsequent meeting for formal adoption.

BACKGROUND:
Staff conducted a review of Municipal Code provisions related to utility service charges to evaluate consistency in billing corrections and exemptions (including lookback periods), and appeal processes. As detailed in the memorandum and matrix provided at the February 10, 2026 work session, the review identified inconsistencies across utility services that are

billed together on a single utility bill. These inconsistencies can result in differing customer experiences, reliance on interpretation or past practice, and administrative complexity.

The proposed code changes amend the Water, Sewer, Storm Drainage, and Transportation Utility Service sections for consistency. The proposed revisions include: delinquent charges, service charge adjustments and appeals, exemptions, and reduced rate and financial assistance.

In addition, the Oregon City Municipal Code 13.16.100, *Storm Drainage Service Charges* currently provides exemptions for certain properties from the stormwater utility monthly fee. On February 10, 2026, the City Commission were provided summaries of what other cities do with respect to stormwater fee exemptions and/or reductions. The proposed code change of OCMC 13.16.100 incorporates Commission feedback received from the Work Session.

At its June 3, 2026 meeting, the City Commission directed staff to make a minor revision to the language regarding reductions in stormwater utility fee charges. Specifically, the Commission requested that eligibility be based on residential use rather than residential zoning. This revision has been made. The updated language clarifies that properties containing single-family homes, Accessory Dwelling Units (ADUs), duplexes, triplexes, and fourplexes are not eligible for a reduction. Additionally, the Utility Customer Service team has requested one small amendment to allow enforcement when the water meter box is obstructed.

Tonight's first reading of Ordinance No. 26-1008 fulfills the first of the two required readings under the Oregon City Charter. The second reading of the ordinance will occur at a subsequent meeting for formal adoption.

OPTIONS:

1. Approve First Reading of Ordinance No. 26-1008, Adopting Amendments to Oregon City Municipal Code Title 13, Updating the Public Utility Service Billing Code.
2. Approve First Reading of Ordinance No. 26-1008, Adopting Amendments to Oregon City Municipal Code Title 13, Updating the Public Utility Service Billing Code with Amendments.
3. Deny First Reading of Ordinance No. 26-1008, Adopting Amendments to Oregon City Municipal Code Title 13, Updating the Public Utility Service Billing Code and provide further direction.

BUDGET IMPACT:

Amount	N/A
Fiscal Year(s):	N/A
Funding Source(s):	N/A
Included in Approved Budget:	N/A

ORDINANCE NO. 26-1008

AN ORDINANCE ADOPTING AMENDMENTS TO OREGON CITY MUNICIPAL CODE TITLE 13: PUBLIC SERVICES

WHEREAS, public service codes of the water service system, sewer regulations, storm drainage service charges and transportation utility fees are not in alignment thus necessitating a change to the City Code; and

WHEREAS, the Oregon City Municipal Code contains codes and practices for assessment of rates and charges, lookbacks, exemptions, and appeals; and

WHEREAS, City Commission discussed the inconsistency in code and practices at a work session on February 10, 2026 and provided staff direction; and

WHEREAS, the amendments will result in clear and consistent practices for utility billing with respect to assessment of rates or charges, lookbacks, exemptions, and appeals.

NOW, THEREFORE, THE CITY OF OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission amends the portions of the existing Oregon City Municipal Code, Title 13: Public Services as identified in the red text in **Exhibit A** and fully incorporated in **Exhibit B**, both attached to this Ordinance and incorporated herein by reference.

Section 2. The City Commission adopts the Staff Report and Recommendation.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 4. Effectiveness. This Ordinance shall take effect 30 days from the date of adoption.

Read for the first time at a regular meeting of the City Commission held on the 17th day of June, 2026 and the City Commission enacted the foregoing Ordinance this 1st day of July 2026.

_____
Denyse C. McGriff, Mayor

Attested to this 1st day of July, 2026:

_____
Jakob Wiley, City Recorder

Approved as to legal sufficiency:

_____
City Attorney

Chapter 13.04 WATER SERVICE SYSTEM[1]

13.04.010 Application for service.

When water service is requested where connection of the premises to the city mains is required, applications must be made to the city, signed by the owner, or agent of the premises to be served, and the applicant must state fully and truly all the purposes for which water may be required, and must agree to conform to the rules and regulations that are now in force or may hereafter be adopted for the proper operation of the water system. The charges for supplying a water service connection shall be in accordance with a schedule of charges adopted by the city commission. All new water service connections shall be metered.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.020 Use by applicant only.

No person supplied with water from the city mains will be entitled to use it for any purpose other than that stated in his application, or to supply in any way other persons or families.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.030 Permits—Renewal—Change of service.

A. The city issues engineering permits for water line work in the right-of-way either as a separate public works permit or as part of overall issued public infrastructure construction plans. The various fees for these permits are approved and modified from time to time by the city commission. Failure to meet the conditions of the issued permit shall constitute a violation of the municipal code.

B. When permits for renewal or change of service are granted, the old service will be shut-off and disconnected at the main by the contractor and inspected by employees of the city. The charge for same shall be the reasonable costs as determined by administrative policy.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.040 Service pipe—Approval.

Service pipes, of all sizes, within or without the premises, whether for domestic, commercial or fire protection purposes, must be approved by the city.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

[1]Editor's note(s)—Ord. No. 21-1003, § 1(Exh. A), adopted February 3, 2021 amended Chapter 13.04 in its entirety to read as herein set out. Former Chapter 13.04, §§ 13.04.010—13.04.340, pertained to similar subject matter, and derived from prior code §§ 3-3-1—3-3-33; Ord. No. 98-1001, 1998; Ord. No. 04-1006, 2004 and Ord. No. 10-1003, adopted July 7, 2010.

13.04.050 Service pipe—Installation.

The installation of all service pipes from the main to the meter box shall be made by the contractor and inspected by employees of the water department.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.060 Stopcock and shutoff box.

A stopcock of approved pattern and material will be placed and protected by means of the meter box, which will be furnished and installed by the contractor and inspected by the water department.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.070 Stop and waste cocks.

Just inside the basement wall a stop and waste cock of approved pattern, protected from frost, must in all cases be placed in a convenient location, by means of which the pipes in the building may be drained at night during freezing weather. If the building is not provided with a basement, the stop and waste cock must be placed near the outside wall thereof. All stores and offices in the building must have separate shutoffs.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.080 Service pipes—Repair and protection.

The service pipe, within the premises, and throughout its entire length to the curb cock must be kept in repair and protected from freezing at the expense of the owner, who shall be responsible for all damages resulting from leaks or breaks in the service pipe.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.090 Temporary disconnection.

Should it be desired to discontinue the use of all water supplied to the premise for a period of not less than fifteen days, notice must be given, and payment in full of all arrears made at the utility billing office. The water will then be turned off, and turned on again on application, without charge; provided however, no remission of rates will be made for a period of less than fifteen days.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.100 Service for each house.

Hereafter, a separate service direct to the tap in the main, will be required for each house or business that is to be supplied with water. A separate meter provided for each place to be so supplied. Where two or more separate residential or business buildings are presently served by a single service the public works director may require separate meter installations wherever possible. A double check valve assembly (DCVA) is required for services that are commercial in nature (includes multi-family dwellings).

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.110 Discontinuance—Defective fixtures.

Water will not be furnished where there is defective or leaking faucets, toilets or other fixtures, or where there are toilets or urinals without self-closing valves, or tanks without self-acting float valves; and when such may be discovered the water superintendent shall have authority to immediately install a meter.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.120 Public water usage.

Contractors must obtain a "hydrant meter" from the city for any unmetered city water usage.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.130 Shut-off for repairs.

The water may at any time be shut off from the mains without notice, for repairs or other necessary purposes, and the city will not be responsible for any consequent damages. Water for steam boilers for power purposes will not be furnished by direct pressure from the city mains; tanks for holding an ample reserve of water shall always be provided by the owners of the boilers. While water is temporarily shut off from the mains, the hot water faucets should be kept open by the occupants of the premises to allow the steam to escape from the water heater and should damage result to meters by reason of steam or hot water, the owner shall be charged for repairs.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.140 Right-of-entry.

Agents of the public works department may have free access at proper hours of the day to all parts of the building and premises in which water may be delivered from the city mains, for the purpose of inspecting the condition of the pipes and fixtures and the manner in which the water is used, and for the purpose of fixing water rates for the premises. Public works department staff will not enter into private property without notice and consent of the property owner unless an emergency situation exists, and the property owner did not respond to initial contact or unless previous arrangements have been made to have unnoticed access to the property. The property owner shall not obstruct the meter box or they will be subject to code enforcement action.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.150 Emergency regulations.

Under emergency conditions the city manager may enforce such regulation of the use of water as conditions require.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.160 Water for building purposes.

Water for building purposes may be obtained at the rates herein prescribed.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.170 Fire protection pipes.

Pipes to be used for fire purposes only will be allowed within buildings only where such pipes are entirely disconnected from those used for any other purposes and have a separate connection to the mains. A double check detector assembly (DCDA) is required for all stand-alone fire lines and is to be installed in a vault as close to the property line as possible. The connection with the city main must be made as prescribed in Sections 13.04.050 and 13.04.060.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.180 Use of meters.

A. The public works department and its agents shall have the right at any time to attach a meter to, or detach a meter from the service pipe of such places and of such places only, as is deemed best; and where water is supplied through a meter to charge for the quantity of water used or measured at the regular established meter rates. When a meter fails to register accurately, the charge shall be according to the average quantity used daily, as shown by the meter when in order.

B. The public works department and its agents shall immediately install a meter for any unmetered consumer who is found guilty of violating any of the rules and regulations of the public works department.

C. Any householder desiring metered water service may obtain the service by making written application to the city for the installation of a meter and by agreeing to pay for the quantity of water used or measured at the regular established meter rates.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.190 Ownership of meters.

All meters shall be and remain the property of the city and may be removed whenever the public works department may decide to do so.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.200 Use of private water and city water.

Buildings supplied with water other than that furnished by the city, may obtain city water at meter rates; provided, that no physical connection shall in any way, directly or indirectly exist between the private system and the city's water system. Approved backflow protection is required immediately behind the meter when potential for cross connection exists (wells). The backflow assembly must be tested in place before city water is turned on. When a connection is found to exist, the water will be shut off.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.210 Testing and correcting meters.

When any consumer whose water supply is metered shall make a complaint that the bill for any particular month is excessive, the water superintendent will, upon request, have the meter reread.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.220 Failure to comply with rules.

Should anyone fail to comply with the rules and regulations established as conditioned to the use of water, or to pay the water rates at the time and manner hereafter provided, the water may be shut off until payment is made of the amount due, including delinquent payment penalty fees, as well as the amount for the expense of turning the water on. Failure to comply with required annual testing of backflow assemblies will also result in discontinuation of water service.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.230 Authority to turn on water.

After the water has been shut off at the curb cock, if it should be turned on by any person other than an employee of the public works department, the water will be again shut off, a section of the service pipe removed, and service will not be furnished until the arrears, current month and an additional charge for the reasonable cost of disconnection and resumption of service, as determined by administrative policy, are paid. If the curb cock is damaged from being operated by parties other than city agents, the party who is responsible will be billed for city agents to repair.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.240 Delinquent Charges.~~Water charged to premises.~~

All charges for furnishing water within the city shall be chargeable to the premises where water is supplied. Whenever any charge for furnishing water shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges shall have been paid in full. All charges for furnishing water or for services relating to the furnishing of water shall be a lien on the property to which the water or water services are supplied. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.250 Applications.

Applications for permits to connect premises with the city water system, or requests to turn off water, shall, in all cases, be in writing and signed by the owner, lessee, or agent of the premises to be served.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.260 Water rates.

A. Water Rates in City. The rates for water furnished by the city to each user within the city limits shall be established by city commission resolution.

B. Water Rates Outside City. The rates for water furnished by the city to each user outside of the city limits shall be one and one-half times the rate charged to users within the city limits.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.270 Meter sizes.

The minimum meter sizes shall be as follows:

Unit	Size in Inches
1 unit	¾
2—4 units	1 (or two ¾" for duplexes)
5—10 units	1½
11—30 units	2 disc
31—50 units	2 compound

All services shall have the proper size meters as designated by the public works director and approved by the city engineer on existing and future meter installations, and the user shall pay the minimum charge per Section 13.04.260 above for large-size meters. Proper backflow protection is required on all services two inches and greater in size.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.275 Service charge adjustments and appeals.

A. Any person billed for service charges may file a "request for service charge adjustment" with the finance director within thirty days of the date of the bill. However, submittal of such a request does not extend any otherwise applicable deadline requiring payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.

B. A request for service charge adjustment may be granted or approved by the finance director only when one or more of the following conditions exist:

1. The amount charged is in error as an underbill or overbill, which may be the result of a meter malfunction, not caused by tampering or other damage by customer, meter reading errors or administrative mistakes; or

2. A leak adjustment is requested

a. In order to qualify for the leak adjustment the customer must provide documentation, such as a plumber's bill or receipt, that a leak did exist, the leak was sufficient in size to use an excessive amount of utility service and that the leak has been fixed.

b. The customer request must be in writing and must include the customer name, service address, date of request, date leak was detected, date leak was repaired and a description of the repairs made.

c. The leak adjustment will be applied to the overage of utility service above average usage and any related fees such as sewer adjustments if applicable.

d. If there is no previous usage history available, consumption may be estimated on the basis of usage levels of similar customers and under similar conditions. The adjusted portion will be calculated at half the current water rate charged. The adjustment will be credited to the customer account after the utility has obtained a full month meter reading.

C. Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.

D. Service charge adjustments shall be available to the bill due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or leak, or six months, if the date of the error or leak cannot be substantiated. In no event, shall the adjustment lookback extend longer than six months. Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

13.04.276 Exemptions.

Vacant and unimproved properties within the city are exempt from the charges in Section 13.04.260.

13.04.280 Reduced rates and financial assistance.

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.300 Cost participation.

In the event it is necessary for any developer to extend a city water main larger than necessary to serve the particular development, the city may agree to participate with the developer in the excess cost, said cost participation may be paid from the water fund.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.310 Water connection—Required.

A. All new residences, other new buildings, or any other new use requiring domestic water must be connected to the city water service if the same is available at the time of construction and prior to the use thereof.

B. All residential and other uses connected to a public water supply system must be connected to the city system within sixty days of the city water being made available. All water connections must meet current city standards and regulations.

C. Domestic backflow prevention is required on services that:

1. Are commercial in nature (includes multi-family dwellings),
2. Are greater than or equal to two inches in diameter,
3. Have piping higher than thirty-two (32) feet above the water main,
4. Have a potential hazard to the public water supply, in the discretion of the Oregon City Water Division (includes new or existing wells), or
5. Irrigation backflow prevention is required on all irrigation systems.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.315 Definitions.

The following definitions shall apply to this chapter:

"Backflow" means any reversal of the normal flow of water from the distribution system that may allow contamination or pollution of the public water supply and render it nonpotable.

"Backflow prevention device or assembly" means any devices or assemblies, or methods approved by the appropriate regulatory agencies for use in the prevention of backflow.

"Contamination" means an impairment of the quality of water that creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids, wastes, etc.

"Cross-connection" means any actual or potential piping connection or structural arrangement allowing the introduction of any liquid, gas, material or substance into any potable water system, thereby rendering it nonpotable.

"Distribution system" means the network of storage facilities, pumps, pipes, valves and other appurtenances between the source and the point of delivery of potable water in the public water system.

"Nonpotable water" means potable water that has been chemically, biologically or physically altered and thereby rendered unfit for human consumption.

"Point of delivery" means the terminal end of a service connection between the distribution system and the consumer's water system at which point the city of Oregon City loses its jurisdiction of and sanitary control over the potable water supply.

"Pollution" means an impairment of the quality of water to a degree that does not create a hazard to public health but affects the aesthetic qualities of such water for domestic use.

"Potable water" means water from any source that has been investigated by the health agency having jurisdiction and has been approved for human consumption.

"Public water supply" means the distribution system supplying potable water to the city of Oregon City consumers.

"Regulatory agencies" means one or more of the following agencies whose specifications and requirements, as presented in their associated publications are accepted as industry standards:

American Water Works Association—Standards C510, C511 and Manual M14.

American Water Works Association, Pacific Northwest Section—Cross-Connection Control Manual, Seventh Edition, 2012.

Department of Human Services—OAR 333-061-0025 (9), OAR 333-061-0070, OAR 333-061-0071.

University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research—Manual of Cross Connection Control, Tenth Edition, 2009.

"Service connection" means the supply piping between the distribution system main and the consumer's water system, normally terminating at the downstream end of the water meter.

"Unprotected cross-connection" means any cross-connection which may exist that allows the introduction of any liquid, gas, material or substance into the public water supply, thereby rendering it nonpotable.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.320 Control of cross-connections.

The city shall establish, maintain and monitor an on-going cross-connection control program which shall be administered by the public works director and/or their designated appointee(s). Information pertaining to the policies and procedures of the program can be obtained from the public works director.

(Ord. 98-1001 (part), 1998)

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.330 Back-flow prevention assemblies.

The public water supply shall be protected from any existing and/or future unprotected cross-connections by the installation of an approved backflow prevention assembly at or near the point of delivery according to standards and procedures established by one or more of the defined regulatory agencies. Backflow prevention shall be required in circumstances where an unprotected cross-connection condition may exist. Failure to install an approved backflow assembly or conduct a required annual test on a backflow assembly shall result in denial or discontinuation of water service.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.340 Standard construction specifications.

The workmanship and materials for any work performed under permits issued per this chapter shall be in accordance with the edition of the "Standard Specifications for Public Works Construction," as prepared by the Oregon Chapter of American Public Works Association (APWA) and as modified and adopted by the city, in effect at the time of application. The exception to this requirement is where this chapter and the Public Works Water Distribution System Design Standards provide other design details, in which case the requirements of this chapter and the Public Works Water Distribution System Design Standards shall be complied with.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

Chapter 13.08 SEWER REGULATIONS[2]

13.08.010 Sewer connections—Required.

A. All water closets, privies, sinks, bathtubs and drains containing or carrying sewerage in all houses located within the boundaries of any sewer district heretofore established or that may hereafter be established and in which persons are residing shall be connected with the public system of sewers, and within the time specified in the ordinance creating the sewer district.

B. It is unlawful for any person to reside in any house or upon any premises within the boundaries of any sewer district in the city, after the time specified for connecting the house or premises as provided in the ordinance

[2]Editor's note(s)—Ord. No. 21-1003, § 1(Exh. A), adopted February 3, 2021 amended Chapter 13.08 in its entirety to read as herein set out. Former Chapter 13.08, §§ 13.08.010—13.08.230, pertained to similar subject matter, and derived from prior code §§ 8-5-1—8-5-22; Ord. No. 90-1052, 1990; Ord. No. 91-1021, 1991; Ord. No. 99-1004, 1999 and Ord. No. 10-1003, adopted July 7, 2010.

establishing the sewer district in which the house or premises is located unless the house or premises has been connected with the sewer system owned and operated by the City as provided in this section.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.015 Sewer connections—Exemptions.

Properties may remain on septic if the public sewer is not physically and legally available as defined by OAR 340-071-0160.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.016 Cross connections.

Sanitary sewers may not connect or convey any sewage to storm sewers.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.020 Connection required—Notice.

It shall be the duty of the chief of police to ascertain all houses and premises in the districts, whose owners have not complied with the ordinance providing for the connection of the privies, located therein or upon such premises, and to post a notice thereon, that it shall be unlawful for any person to reside in the house or upon the premises, while the water closets, sinks, bathtubs and drains used in connection with the house or premises, remain unconnected with the public sewer in such district.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.030 Privies.

All property owners within a sewer district are required to close and properly fill with earth all privy vaults, cesspools and septic tanks within the time specified in the ordinance establishing the sewer district and hereafter it is unlawful for any property owner to dig or make use of any cesspool, privy vault or septic tank within any sewer district in which there has been a public sewer constructed to serve the premises.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.040 Engineer—Approval required.

All connections made with any public sewer or drain in the city shall be made according to the specifications made or approved by the city engineer.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.050 Engineer—Permits.

A. The city issues engineering permits for sewer line work in the right-of-way either as a separate public works permit or as part of overall issued public infrastructure construction plans. The various fees for these permits are approved and modified from time to time by the city commission. Failure to meet the conditions of the issued permit shall constitute a violation of the municipal code.

B. The city engineer is authorized to grant such permits as deemed necessary for allowing persons to tap the public sewers, and to make connections therewith; provided however, that the permit shall be granted on the express condition that the owner or tenant for whose benefit such connection shall be made, and each succeeding tenant shall in consideration of the privilege thereby granted, hold the city harmless for any loss or damage that may in any way result from or be occasioned by any such tap or connection.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.060 Bond required.

No person shall be authorized by the engineer to do this work of making connections with any of the public sewers or drains until that person has furnished and filed a surety company bond in the office of the recorder in the sum of five hundred dollars conditioned that to indemnify and save harmless the city from all loss or damage that may be occasioned in any way by accident or the want of care or skill in the prosecution of such work or that may be occasioned by reason of any opening made or caused to be made in a street, market place, or public ground in making of any public or private sewer or drain as aforesaid; and conditioned also to promptly at the proper time replace and restore the street and pavement over the opening to as good state and condition as it was found previous to the opening of the same, and to conform in all respects to the rules and regulations which may from time to time be established by the commission in relation to putting junctions and tapping of the sewers and drains.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.070 Acceptance of connection by city.

Each person so licensed who shall make connections with the sewers or drains, shall keep in repair and good order the whole of the work executed until the same is accepted by the city engineer, or such other person as may be designated for that purpose, which acceptance shall be given in writing, and shall not be given until the expiration of one year after the completion of the work.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.080 Notification of engineer.

After the permit has been issued notice in writing must in all cases be left in the office of the city engineer by the person who is about to make the connection with any sewer or drain, stating the time when the work will be ready for inspection previous to making the connection.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.090 Connections to existing work.

A. No drain pipe can be extended from work previously done and accepted, or new connection at any time be made with such work unless previous notice of at least twenty-four hours is given to the engineer and permit issued.

B. In case it shall be necessary to connect a drain or sewer pipe with a public sewer when no junction is left in the same, the new connection with the public sewer can only be made when an officer of the city, duly authorized, is present to see the whole of the work done.

C. Connections from new development shall connect to the system of drains and sewers operated by the city of Oregon City. Alternative connections may be allowed solely at the discretion of the city engineer.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.100 Barriers.

All openings and obstructions in any street must be carefully guarded by the person holding the permit authorizing such opening or obstructions at all times with sufficient barriers, and during the nighttime shall be indicated by colored lights, and such other precautions shall be taken as shall be necessary to guard the public against accidents, and at all times the work shall be so done as to cause the least inconvenience to property owners and the general public.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.110 Condition of fixtures.

It is unlawful for any person in possession of premises into which a pipe or other connection with the public sewers or drains has been laid for the purpose of carrying off animal refuse from privies or water closets, slops from kitchens, or other purposes, to allow the same to remain without good and perfect fixtures so attached as to allow a sufficiency of water to be so applied as to properly carry off such matters and to keep the same unobstructed.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.115 Condition of service lines.

The service pipe, within the premises, as defined in the sanitary sewer design standards, and throughout its entire length must be kept in good repair at the expense of the owner, who shall be responsible for all damages resulting from leaks or breaks in the service pipe.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.120 Permit revocation.

Any person authorized to make connections with sewers or drains who shall be guilty of any violation of the provisions of this chapter shall be immediately deprived of a permit.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.125 Right of entry.

Agents of the public works department may have free access to view the inside of private sewer laterals located on private property that connect to city mains by a camera. Public works department staff will not enter into private property without notice and consent of the property owner.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.130 Development and user charges.

The city may also establish connection charges and sewer user fees. The amounts of such charges and fees for sewer shall be set by resolution of the city commission. Any connection charge shall be no greater than the amount necessary to reimburse the city for its average cost in inspecting and installing connections.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.140 Applications outside city limits.

An applicant owning property outside the city limits may apply for permission to connect with the sewer in like manner as one within the city limits and outside of a created sewer district. An applicant owning property outside the city limits, but within the urban growth boundary, may be forced to connect to public sewer, and annex to the city, if the septic is failing and the public sewer is physically and legally available as defined in OAR 340-071-0160. The city may charge different rates for those properties not within city limits.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.150 Permit issuance—Connection supervision.

When permission is granted by the commission and the fees paid by the applicant a copy of the permit shall be given by the city engineer who, at the expense of the applicant, shall superintend the connection of the sewer with the sewer system in the sewer district in which the privilege has been granted and upon the completion of the connection shall return the same to the recorder with endorsement of the time and place of connection.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

~~13.08.155 Sewer rates.~~

~~A. Sewer Rates. The rates for sewer furnished by the city to each user within the city limits shall be established by city commission resolution.~~

~~(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)~~

13.08.155 Service charge adjustments and appeals.

A. Any person billed for service charges may file a "request for service charge adjustment" with the finance director within thirty days of the date of the bill. However, submittal of such a request does not extend any otherwise applicable deadline requiring payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.

B. A request for service charge adjustment may be granted or approved by the finance director only when one or more of the following conditions exist:

   1. The amount charged is in error as an underbill or overbill, resulting from administrative mistake; or

   2. A water leak adjustment is requested as set forth in OCMC 13.04.275.

C. Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director

identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.

D. Service charge adjustments shall be available to the bill due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or leak, or six months, if the date of the error cannot be substantiated. In no event, shall the adjustment lookback extend longer than six months. Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

13.08.156 Exemptions.

Vacant and unimproved properties within the city are exempt from the charges in Section 13.08.130.

13.08.157 Delinquent Charges.

All charges for furnishing sewer within the city shall be chargeable to the premises where sewer is supplied. Whenever any charge for furnishing sewer shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges, including sewer charges, shall have been paid in full. All charges for furnishing sewer or for services relating to the furnishing of sewer, even where no water is also provided, shall be a lien on the property to which the sewer or sewer services are supplied. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

13.08.158 Service lateral improvement program.

When a sewer service falls into disrepair as determined by the public works department, a fee may be assessed to the property owner. The fee may be paid at one time or through a payment program. The fee for repairing or replacing the service shall be in accordance with a schedule of charges adopted by the city commission.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.159 Reduced rates and financial assistance.

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.160 Entry in lien record.

The recorder shall enter the permit in the docket of the city liens immediately following the entered matter which relates to the system of that sewer district to which permission to connect has been granted, and shall credit the fees paid to the general fund.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.165 Failure to comply with rules.

Should anyone fail to comply with the rules and regulations established as conditioned to the use of sewer, or to pay the sewer rates or fees at the time and manner hereafter provided, the property may be assessed fines or liens to recover the costs associated with unpaid rates or fees. Failure to pay the charges imposed by this chapter shall subject the user and the premises to the collection and lien provisions imposed for water charges.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.170 Private connections prohibited.

It is unlawful for any person to connect a private sewer from the property with a private sewer on any other property which is connected with the public sewers without first having made the foregoing application and paying the amount computed by the recorder, as the charge for the privilege, it shall also be unlawful to connect any lot or premises, either directly or indirectly, lying outside of the limits of a sewer district with any public sewer without first complying with the provisions of this chapter.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.180 Unlawful substances.

It is unlawful for any person to permit to be drained, any oils, greases, chemicals, storm water, surface water, ground water, roof runoff, subsurface drainage, liquids and substances which might be detrimental to the sewage treatment plant, into any sewer, drain or pipe leading to the plant from any premises in the city.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.190 Sanitary requirements.

In factories and workshops where there are fifteen persons or less of each sex, there shall be provided by the proprietor or owner one water closet for each sex, and one for each additional fifteen persons of each sex or minimum thereof. Toilets shall be separate in all cases. Every co-op or lodging house shall be provided with one water closet for every ten rooms or minimum thereof, and one sink for each floor. All residences and public halls shall be provided with at least one water closet and one sink.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.210 STEP systems.

A. "STEP system" which means a septic tank effluent pump system, meeting the standards and specifications of the city engineer (hereinafter "engineer"), shall be permitted as an alternative to the standard sewer used in the city. Such system shall be owned, operated, and maintained by the city as provided in this section.

B. The engineer shall require, as a condition of approval of any STEP system that the property owner utilizing such system grant the city any easements, permits of entry, or licenses which are necessary or convenient for the construction, operation, or maintenance of the STEP system.

C. Generally, sewer service through normal sewer facilities (i.e. house sewer, laterals, trunks, and treatment plants) shall be provided when available. However, if service through such normal sewer facilities is unavailable, the engineer may permit use of a STEP system, on an interim basis, when such sewer service is determined by the engineer to be practical, and necessary or convenient to the use of the property proposed

to be served or when such service is required by the city. The use of a STEP system is declared to be an interim service to served properties and each property owner shall provide the city with a nonremonstrance agreement, waiving all objections, jurisdictional or otherwise, to participation in the formation of a local improvement district to provide such normal sewer facilities in future. The city may record any such waiver of remonstrances in the deed records of the county.

D. Installation, operation, and, before acceptance by the city, maintenance of a STEP system shall be in accordance with the directions of the engineer and at the expense of the owner of the property serviced by such system. Upon installation, inspection and approval by the engineer, and acceptance by the city, the STEP system shall be owned by the city, which shall thereafter be responsible for maintenance of the system, except as provided in this section. No STEP system shall be accepted unless and until all easements, licenses, and permits necessary for control of the operation, use, and maintenance of such system have been granted. The city may record in the deed records of the county any such easement, license, or permit granted. It shall be the responsibility of the property owner to keep clean and maintain the building sewer from the building to the connection with the public sewer.

E. The costs of electricity necessary to operate the STEP system shall be borne by the property owner. Any STEP system which is rendered nonoperational by virtue of failure to pay for such costs shall cause the property benefited to be deemed unavailable for human habitation. The owner or occupier of the property served shall be entitled to written notice at least five days before a declaration by the city that the property is to be declared unavailable for occupancy and such person may request in writing a hearing before the city manager prior to such declaration. The decision of the city manager shall be final.

F. Subject to applicable constitutional limitation, the property owner shall permit entry on the site served for purposes of installation, maintenance, inspection, observation, measurement, sampling or testing of the STEP system. The property owner shall agree to such entry evidenced by a written permit of entry, as a condition precedent to the permit for the use of the STEP system.

G. The property owner shall be liable for damage to any portion of the STEP system if not caused by the city. The STEP system permit shall indicate that the owner agrees to assume such liability and such assumption shall be a condition precedent to issuance of the permit.

H. Application for use of a STEP system shall be made by the property owner or owners, who shall remain responsible for compliance with this section and permits thereunder. The property owner may delegate responsibility to the person occupying land for the duties imposed on the property owner under subsections D and G of this section. Such delegation shall be in writing in which the occupier of property accepts such responsibility filed with the engineer and shall be valid for such period as the delegee occupies the property, unless a shorter period is designated by the engineer. Thereafter, the property owner shall reassume responsibility.

I. No provision of this section shall be construed to exempt an applicant for obtaining additional permits or meeting additional requirements of city, county, state or other appropriate public body with jurisdiction.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.220 Violation—Penalty.

Any act or omission in violation of this chapter shall be deemed a nuisance. Violation of any provision of this chapter is subject to the code enforcement procedures of Chapters 1.16, 1.20 and 1.24.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.230 Standard construction specifications.

The workmanship and materials for any work performed under permits issued per this chapter shall be in accordance with the edition of the "Standard Specifications for Public Works Construction," as prepared by the Oregon Chapter of American Public Works Association (APWA) and as modified and adopted by the city, in effect at the time of application. The exception to this requirement is where this chapter and the public works sanitary sewer design standards, the city of Oregon City standard notes, or city of Oregon City standard drawings provide other design details, in which case the requirements of this chapter and the public works sanitary sewer design standards shall be complied with.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.235 Design standards.

The current version of the Oregon City Public Works Sanitary Sewer Design Standards shall be adhered to for all new sewer construction and connections.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.240 Stormwater and groundwater prohibited.

A. Stormwater, including street, roof, or footing drainage, shall not be designed or constructed in a manner to allow discharge into the sanitary sewer system, but shall be removed by a system of storm drains or by some other method separate from the sanitary sewer system. (Language from City of Oregon City Sanitary Sewer Design Standards, § 2.00, paragraph three, page 10.)

B. No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a public sanitary sewer.

C. Service laterals from building structure to the face of curb or edge of pavement line shall be maintained by the owner of said structure in such a manner as to prevent infiltration of ground water into the sanitary sewer system.

D. Historic buildings established before the separation of stormwater and sanitary sewer systems may be exempt from groundwater and subsurface discharge into the sanitary sewer system.

E. Properties may be exempt if removal of stormwater connections to sanitary sewer system is infeasible due to topography or public system constraints.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.250 Party line sewers prohibited.

No new sewer service lines shall be used by more than one property. Existing party lines shall be modified and separated where practicable per Oregon City Policies and Procedures when repairs or replacements of existing sewers is proposed.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

Chapter 13.16 STORM DRAINAGE SERVICE CHARGES

13.16.010 Intent.

Pursuant to the constitution and general laws of the state and powers granted in the charter of the city, the commission does declare its intention to acquire, own, construct, equip, operate and maintain within and without the city limits, open drainageways, underground storm drains, equipment and appurtenances necessary, useful or convenient for the construction of storm drainage improvements including maintenance, extension and reconstruction of the present storm drainage system of the city.

(Prior code §8-9-1)

13.16.020 Definitions.

As used in this chapter, except where the context otherwise requires:

"Area range number (ARN)" are ranges of gross area square footage used to classify nonsingle family residential properties into groups of similar parcel size. Parcels with gross areas of one to two thousand five hundred square feet are assigned an area range number (ARN) 1. Parcels with gross areas of two thousand five hundred to five thousand square feet have an ARN of 2. Parcels with gross areas of five thousand to seven thousand five hundred square feet would have an ARN of 3 and so on so that each additional range of two thousand five hundred square feet shall be counted as an additional ARN of 1.

"Development intensity factor (DIF)" is the runoff coefficient that is indicative of the land use or impervious coverage of each property. The following table represents the DIFs for each of the existing land uses and zoning to the use in the calculations.

Nonresidential Land Use or Zoning	Development Intensity Factor
LOC limited office conditional	0.70
LO limited office	0.80
NC neighborhood commercial	0.80
HC historic commercial	0.70
LC limited commercial	0.70
C general commercial	0.90
CBD central business district	0.90
M1 light industrial	0.70
M2 heavy industrial	0.80
Conditional use or nonconforming	Apply a composite runoff factor

"Equivalent residential unit (ERU)" means a nonresidential configuration estimated to place approximate equal demand on the city's storm drainage system as a residential dwelling unit. The equivalent residential unit (ERU) of a nonresidential property is computed by multiplying the property's area range number (ARN) by its intensity factor (DIF) as follows:

ERN = ARN × DIF

"Improved property" means any area which has been altered such that the runoff from the property is greater than that which could have been expected in an undeveloped state. Such condition shall be determined by the city engineer.

"Nonresidential unit" means any building, or facility or other improved property used other than as a residential dwelling unit.

"Residential dwelling unit" means one or more rooms with bathroom and kitchen facilities designed for occupancy by one family.

(Prior code §8-9-2)

13.16.030 Service charges.

There is established and imposed on all persons occupying improved properties utilizing the city's storm drainage system, a just and equitable storm drainage utility service charge to implement the city's drainage master plan and pay for the city's storm drainage system. Charges collected shall be deposited into the storm drainage fund of the city and used only for storm drainage purposes.

(Ord. 93-1025 §1, 1993: prior code §8-9-3)

13.16.040 Determination of service.

The city commission determines that the property not used for residential dwelling purposes is furnished service in proportion to the size of the property and its development intensity factor based on the definition of "equivalent residential unit" aforesaid.

(Prior code §8-9-4)

13.16.050 Rates.

The following rates are established:

Residential dwelling unit per month	$2.00
Nonresidential unit per month	2.00/ERU

The service charges, pursuant to this section may be amended by the city commission by resolution so as to continue to recover cost of service.

(Prior code §8-9-5)

13.16.060 Payment required.

Such service charges shall be paid by the current occupant or person entitled to possession of the property from which stormwater discharges (directly or indirectly) to the city storm drainage system.

(Ord. 93-1025 §2, 1993: prior code §8-9-6)

13.16.070 Collection.

The service charges shall be collected with the monthly water bill for those connected to water or billed alone as a storm drainage charge for those users not connected to or not otherwise charged for water service.

(Prior code §8-9-7)

13.16.071 Service charge adjustments and appeals.

A. Any person billed for service charges may file a "request for service charge adjustment" with the finance director within thirty days of the date of the bill. However, submittal of such a request does not extend any otherwise applicable deadline requiring payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.

B. A request for service charge adjustment may be granted or approved by the finance director only when one or more of the following conditions exist:

1. The amount charged is in error as an underbill or overbill, resulting from administrative mistake.

C. Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.

D. Service charge adjustments shall be available to the bill then due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or six months, if the date of the error cannot be substantiated. In no event shall the adjustment lookback extend longer than six months. Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

13.016.075 Delinquent Charges.

All charges for managing stormwater within the city shall be chargeable to the premises where stormwater is conveyed, unless determined to be exempt. Whenever any charge for managing stormwater shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of water service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges, including stormwater charges, shall have been paid in full. All charges for managing stormwater or for services relating to the management of stormwater shall be a lien on the property to which the stormwater or stormwater services are managed. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

~~13.16.080 Recovery of unpaid charges.~~

~~Any charge due hereunder which shall not be paid when due shall be collectable pursuant to collection efforts or other lawful remedies of the city, but no lien may be placed on the property solely for failure to pay the service charges. The city may curtail or cut off the supply of water or other city services to persons who have failed to pay unpaid charges. In no event shall water supply be withheld from any new occupant of property because of the failure of a prior occupant to pay a storm drainage utility service charge.~~

~~(Ord. 93-1025 §3, 1993: prior code §8-9-8)~~

13.16.090 Right of entry.

Subject to Constitutional limitations, the employees of the city shall at all reasonable times have access to any premises served by the city for inspection, repair or the enforcement of the provisions of this chapter.

(Prior code §8-9-9)

13.16.100 Exemptions, reductions and appeal.

~~Vacant and unimproved properties within the city are exempt from the charges in Section 13.16.050. Any other person seeking an exemption or reduction in the storm drainage fee, or appealing therefrom, may do so pursuant to a demonstration to the city manager or the manager's designee that the public storm drain service does not receive stormwater from property used or occupied by that person. Such demonstration shall include evidence of legal disposal of stormwater to a private retention system, private storm drain system, public water body, or other receiving facility.~~

~~(Ord. 93-1025 §4, 1993: prior code §8-9-10)~~

A. Vacant and unimproved properties within the city are exempt from the charges in Section 13.16.030.

B. Any person seeking a reduction in the storm drainage fee, or appealing therefrom, may do so pursuant to a demonstration to the public works director or their designee subject to the following:

1. Properties containing single family houses, ADUs, duplex, triplex, and quadplex are not eligible for a reduction.
2. Pre-existing Development. Where stormwater is directed directly into the main channel of Abernethy, Clackamas, or Willamette Rivers without any downstream water flowing through a City maintained sewer, culvert, bridge or ditch and the stormwater system otherwise complies with the most recent version of the Stormwater and Grading Design Standards at time of filing the permit or appeal, the applicant is eligible for a reduction in the amount of no more than 25% of the stormwater charge.
3. New Development. Where the stormwater system complies with the most recent version of the Stormwater and Grading Design Standards at time of filing the permit or appeal; and incorporates some form of enhanced water quality beyond the requirements of the Oregon City Municipal Code and Stormwater and Grading Design Standards, including but not limited to, items such as green roofs, rainwater harvesting, constructed wetlands, etc, the applicant is eligible for a reduction proportionate to the total amount of water subject to enhanced treatment, but no more than 25% of the stormwater charge.

C. Review of exemptions and reductions of the storm drainage fee by the public works director are final and not subject to further appeal.

13.16.110 Reduced rates and financial assistance.

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

Chapter 13.30 TRANSPORTATION UTILITY FEES

13.30.010 Purpose.

The purpose of this chapter is to provide cost recovery for maintaining and operating the city of Oregon City transportation system. There is created an enterprise fund known as the "city of Oregon City transportation maintenance fund." All fees and charges imposed herein shall be placed in said fund for the purpose of paying expenses related to the replacement, repair, maintenance, operation, or administration of the transportation system as described in this chapter.

(Ord. 08-1007 § 1(part), 2008)

13.30.020 Applicability.

The requirements of this chapter shall apply to all real property in the city of Oregon City, including publicly and privately owned property.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

13.30.030 Definitions.

As used in this chapter:

"City" means the city of Oregon City, Oregon, or as indicated by the context, may mean any official, officer, employee or agency representing the city in the discharge of his or her duties.

"City roads" means all roads, public and private, excluding state and county roads, within the city limits of Oregon City.

"Developed property" means real property that has been altered by development coverage.

"Gross square footage" means the calculated area of all structures, located on a site, measured along the exterior walls of such structures, including but not limited to enclosed courtyards, stairwells, and square footage on each level of multi-story structures, but not including fences and parking areas which are not enclosed within a building.

"ITE Manual" means the Institute of Transportation Engineers Trip Generation Manual, ninth edition.

"Manager" means the city manager or his or her designee.

"Multi-family residence" means a residential structure accommodating two or more dwelling units.

"Schools" means all schools, kindergarten through grade twelve, providing busing and located within the city limits of Oregon City.

"Service charges" means the amount owed after applying the appropriate rate to property based upon factors established by this chapter.

"Single-family residence" means a residential structure accommodating one dwelling unit.

"Unit rate" means the dollar amount charged per adjusted average daily trip. There shall be a unit rate applied to residential land uses, identified as the residential unit rate, and a unit rate applied to all other land uses, identified as the nonresidential unit rate.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

13.30.040 Rate structure.

A. Service charges for the transportation utility fee are authorized and imposed in amounts and on terms consistent with this chapter.

B. The rates and service charges shall be based on the service provided and the relative usage of the city transportation system for a given property. The estimated or measured trip generated will be used to determine the relative usage of the property. The rate shall be calculated by multiplying the unit rate by the assigned average daily trip estimate. Average daily trip estimates shall be as follows:

1. Undeveloped Property. Undeveloped property shall not be charged.

2. City Roads. City roads shall not be charged.

3. Single-Family Residential Property. The monthly service charge for single-family residential property shall be computed by multiplying the unit rate times 9.57 trips per day.

4. Multi-Family Residential Property. The monthly service charge for multi-family residential property shall be computed by multiplying the unit rate times 6.72 trips per day.

5. Schools. The monthly service charge for schools shall be computed by multiplying the unit rate times the number of average daily trips applicable to the school, as delineated below:

Elementary schools	0.76 ADTs per student
Middle schools	0.96 ADTs per student
High schools	1.01 ADTs per student

6. All Other Developed Properties. The monthly service charge for all other developed properties, including publicly-owned properties, shall be computed by multiplying the unit rate times the number of average daily trips assigned to the bin that is applicable to the property, as delineated in Appendix A (copy on file at the office of the city recorder). All uses not identified in Appendix A (copy on file at the office of the city recorder) shall be assigned to a trip bin based on their trip generation as specified in the ITE Manual.

Bin 1	2 average daily trips
Bin 2	10 average daily trips
Bin 3	25 average daily trips
Bin 4	40 average daily trips
Bin 5	100 average daily trips

7. When a particular property includes multiple business types (multiple bin assignments), the rate will be established based on charging each business types in their appropriate bin.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

13.30.050 Unit rate established.

The residential unit rate, to be applied to residential land uses, is established at one dollar and fifteen cents per adjusted average daily trip. The nonresidential unit rate, to be applied to all other land uses, is established at $0.189 per adjusted average daily trip. Either or both of the residential and the nonresidential unit rates may be revised by resolution of the city commission from time to time. The unit rates shall be adjusted annually to account for inflation in an amount of no more than three percent.

The residential and nonresidential unit rates will be phased in over a five-year period according to the schedule below. The rates for fiscal years 2009/2010 through 2012/2013 include a three percent escalation factor.

Time Period	Residential Rate per Trip	Nonresidential Rate per Trip
July 1, 2008 through June 30, 2009	$0.470	$0.077
July 1, 2009 through June 30, 2010	0.627	0.103
July 1, 2010 through June 30, 2011	0.784	0.129
July 1, 2011 through June 30, 2012	0.940	0.154
July 1, 2012 through June 30, 2013	1.172	0.192

(Ord. 08-1007 § 1(part), 2008)

13.30.060 Service charge adjustments and appeals.

A. Any person billed for service charges may file a "request for service charge adjustment" with the ~~manager~~ finance director within thirty days of the date of the bill. However, submittal of such a request does not extend the period of payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.

B. A request for service charge adjustment may be granted or approved by the ~~manager~~ finance director only when one or more of the following conditions exist:

1. The amount charged is in error as an underbill or overbill, resulting from administrative mistake; or

2. The property is nonresidential and the actual trips generated by that property, as established by an engineer at the expense of the owner, and as supported by the public works director, would result in inclusion in a trip bin characterized by greater than or less than the applied average daily trip estimate used in determining the charge; or

3. The property exists in its natural unimproved condition and will remain in its natural unimproved condition with no allowable human activities or man-made improvements that would generate trips to or from the property.

C. ~~Service charge adjustments will only apply to the bill then due and payable, and bills subsequently issued. The property owner shall have the burden of proving that the service charge adjustment should be granted.~~

Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.

~~D. Decisions on requests for service charge adjustments shall be made by the manager based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when additional information is needed. The applicant shall be notified in writing of the manager's decision.~~

~~E. Decisions of the manager on requests for service charge adjustments shall be final.~~

D. Service charge adjustments shall be available to the bill then due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or six months, if the date of the error cannot be substantiated. In no event shall the adjustment lookback extend longer than six months. Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

13.30.065 Exemptions.

Vacant and unimproved properties within the city are exempt from the charges in Section 13.30.050.

13.30.070 Reduced rates and financial assistance~~Transportation utility rate waivers.~~

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

~~A. The principal residence of a person may qualify for a special user rate if the person meets certain income criteria as established by resolution of the city commission.~~

~~1. Any person desiring to receive a transportation rate hardship waiver must submit an application to the city on forms to be provided by the city. Persons requesting transportation rate hardship waiver shall make annual written application for rate credits and shall certify as to meeting the income criteria established by the city commission.~~

~~2. The amount of transportation utility hardship waivers for eligible persons provided under this chapter shall be established by resolution of the city commission.~~

~~B. When any developed property within the city becomes vacant as described below, upon written application and approval by the manager, the transportation rate shall thereafter not be billed and shall not be a charge against the property.~~

~~1. The manager is authorized to cause an investigation of any property for which an application for determination of vacancy is submitted to verify any of the information contained in the application. The manager is further authorized to develop and use a standard form of application, provided it shall contain a space for verification of the information and the person signing such form affirms under penalty for false swearing the accuracy of the information provided therein.~~

~~2. For purposes of this section, a unit of property is vacant when it has been continuously unoccupied and unused for at least ninety days. Fees shall be waived in accordance with this section only while the property remains vacant. Any occupancy or use of the property terminates the waiver. The city may charge any property with the appropriate transportation rate, including charges for prior billing periods, upon determining by whatever means that the property did not qualify for waiver of charges during the relevant time. The decision of the manager under this section shall be final.~~

~~C. It is unlawful for any person to make, assist in making or to derive the benefits from any false application for a waiver provided under this chapter. In addition to other penalties provided by law, the city shall be entitled~~

~~to recover from any person or persons receiving the benefit of a waiver as a result of any false statement made in any application the amount therefore, including interest from the date the waiver was granted.~~

(Ord. 08-1007 § 1(part), 2008)

13.30.080 Use of funds.

Service charges collected under this chapter shall be accounted for separately and expended only for the purpose of paying all or any part of the cost and expense of maintaining the city's transportation system. In expending funds, the city shall endeavor to expend funds based on the following priorities:

A. Pavement management;

B. Maintaining and operating the transportation system.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 15-1001, § 5, 3-18-2015)

13.30.090 Commencement of charges and collection.

A. For new construction, service charges will commence with the issuance of a building permit or installation of a water meter, whichever comes first. Real property annexed to the city shall begin paying the fee the first month following their annexation. For existing structures, service charges will commence on July 1, 2008.

B. The service charges imposed by this chapter shall be collected with the monthly city utility bill for those properties connected to water or billed alone as a transportation utility fee for those users not connected to or not otherwise charged for water service. The actual costs of billing, collecting and remitting the fees may be paid from the transportation maintenance fund. The transportation utility fee shall be calculated as a monthly charge; however, the fee may be billed on a schedule other than a monthly schedule.

C. The manager may adopt and amend such rules and policies as are necessary for administration of this chapter.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

13.30.100 Delinquent charges.

All charges for managing pavement maintenance within the city shall be chargeable to the premises where water is supplied. Whenever any charge for managing pavement maintenance shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of water service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges, including pavement maintenance charges, shall have been paid in full. All charges for managing pavement maintenance or for services relating to the management of pavement maintenance shall be a lien on the property to which the water services are supplied. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

~~Payment of a fee is delinquent if not paid within thirty days of the date of the bill. Billing and collecting agents of the transportation utility fee designated by the city may use any legal means available to collect~~

~~delinquent service charges. Delinquent accounts shall be treated in the same manner as delinquent water service accounts under OCMC Section 13.04.220.~~

(Ord. 08-1007 § 1(part), 2008)

Chapter 13.04 WATER SERVICE SYSTEM[1]

13.04.010 Application for service.

When water service is requested where connection of the premises to the city mains is required, applications must be made to the city, signed by the owner, or agent of the premises to be served, and the applicant must state fully and truly all the purposes for which water may be required, and must agree to conform to the rules and regulations that are now in force or may hereafter be adopted for the proper operation of the water system. The charges for supplying a water service connection shall be in accordance with a schedule of charges adopted by the city commission. All new water service connections shall be metered.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.020 Use by applicant only.

No person supplied with water from the city mains will be entitled to use it for any purpose other than that stated in his application, or to supply in any way other persons or families.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.030 Permits—Renewal—Change of service.

A. The city issues engineering permits for water line work in the right-of-way either as a separate public works permit or as part of overall issued public infrastructure construction plans. The various fees for these permits are approved and modified from time to time by the city commission. Failure to meet the conditions of the issued permit shall constitute a violation of the municipal code.

B. When permits for renewal or change of service are granted, the old service will be shut-off and disconnected at the main by the contractor and inspected by employees of the city. The charge for same shall be the reasonable costs as determined by administrative policy.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.040 Service pipe—Approval.

Service pipes, of all sizes, within or without the premises, whether for domestic, commercial or fire protection purposes, must be approved by the city.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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[1]Editor's note(s)—Ord. No. 21-1003, § 1(Exh. A), adopted February 3, 2021 amended Chapter 13.04 in its entirety to read as herein set out. Former Chapter 13.04, §§ 13.04.010—13.04.340, pertained to similar subject matter, and derived from prior code §§ 3-3-1—3-3-33; Ord. No. 98-1001, 1998; Ord. No. 04-1006, 2004 and Ord. No. 10-1003, adopted July 7, 2010.

13.04.050 Service pipe—Installation.

The installation of all service pipes from the main to the meter box shall be made by the contractor and inspected by employees of the water department.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.060 Stopcock and shutoff box.

A stopcock of approved pattern and material will be placed and protected by means of the meter box, which will be furnished and installed by the contractor and inspected by the water department.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.070 Stop and waste cocks.

Just inside the basement wall a stop and waste cock of approved pattern, protected from frost, must in all cases be placed in a convenient location, by means of which the pipes in the building may be drained at night during freezing weather. If the building is not provided with a basement, the stop and waste cock must be placed near the outside wall thereof. All stores and offices in the building must have separate shutoffs.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.080 Service pipes—Repair and protection.

The service pipe, within the premises, and throughout its entire length to the curb cock must be kept in repair and protected from freezing at the expense of the owner, who shall be responsible for all damages resulting from leaks or breaks in the service pipe.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.090 Temporary disconnection.

Should it be desired to discontinue the use of all water supplied to the premise for a period of not less than fifteen days, notice must be given, and payment in full of all arrears made at the utility billing office. The water will then be turned off, and turned on again on application, without charge; provided however, no remission of rates will be made for a period of less than fifteen days.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.100 Service for each house.

Hereafter, a separate service direct to the tap in the main, will be required for each house or business that is to be supplied with water. A separate meter provided for each place to be so supplied. Where two or more separate residential or business buildings are presently served by a single service the public works director may require separate meter installations wherever possible. A double check valve assembly (DCVA) is required for services that are commercial in nature (includes multi-family dwellings).

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.110 Discontinuance—Defective fixtures.

Water will not be furnished where there is defective or leaking faucets, toilets or other fixtures, or where there are toilets or urinals without self-closing valves, or tanks without self-acting float valves; and when such may be discovered the water superintendent shall have authority to immediately install a meter.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.120 Public water usage.

Contractors must obtain a "hydrant meter" from the city for any unmetered city water usage.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.130 Shut-off for repairs.

The water may at any time be shut off from the mains without notice, for repairs or other necessary purposes, and the city will not be responsible for any consequent damages. Water for steam boilers for power purposes will not be furnished by direct pressure from the city mains; tanks for holding an ample reserve of water shall always be provided by the owners of the boilers. While water is temporarily shut off from the mains, the hot water faucets should be kept open by the occupants of the premises to allow the steam to escape from the water heater and should damage result to meters by reason of steam or hot water, the owner shall be charged for repairs.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.140 Right-of-entry.

Agents of the public works department may have free access at proper hours of the day to all parts of the building and premises in which water may be delivered from the city mains, for the purpose of inspecting the condition of the pipes and fixtures and the manner in which the water is used, and for the purpose of fixing water rates for the premises. Public works department staff will not enter into private property without notice and consent of the property owner unless an emergency situation exists, and the property owner did not respond to initial contact or unless previous arrangements have been made to have unnoticed access to the property. The property owner shall not obstruct the meter box or they will be subject to code enforcement action.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.150 Emergency regulations.

Under emergency conditions the city manager may enforce such regulation of the use of water as conditions require.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.160 Water for building purposes.

Water for building purposes may be obtained at the rates herein prescribed.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.170 Fire protection pipes.

Pipes to be used for fire purposes only will be allowed within buildings only where such pipes are entirely disconnected from those used for any other purposes and have a separate connection to the mains. A double check detector assembly (DCDA) is required for all stand-alone fire lines and is to be installed in a vault as close to the property line as possible. The connection with the city main must be made as prescribed in Sections 13.04.050 and 13.04.060.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.180 Use of meters.

A. The public works department and its agents shall have the right at any time to attach a meter to, or detach a meter from the service pipe of such places and of such places only, as is deemed best; and where water is supplied through a meter to charge for the quantity of water used or measured at the regular established meter rates. When a meter fails to register accurately, the charge shall be according to the average quantity used daily, as shown by the meter when in order.

B. The public works department and its agents shall immediately install a meter for any unmetered consumer who is found guilty of violating any of the rules and regulations of the public works department.

C. Any householder desiring metered water service may obtain the service by making written application to the city for the installation of a meter and by agreeing to pay for the quantity of water used or measured at the regular established meter rates.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.190 Ownership of meters.

All meters shall be and remain the property of the city and may be removed whenever the public works department may decide to do so.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.200 Use of private water and city water.

Buildings supplied with water other than that furnished by the city, may obtain city water at meter rates; provided, that no physical connection shall in any way, directly or indirectly exist between the private system and the city's water system. Approved backflow protection is required immediately behind the meter when potential for cross connection exists (wells). The backflow assembly must be tested in place before city water is turned on. When a connection is found to exist, the water will be shut off.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.210 Testing and correcting meters.

When any consumer whose water supply is metered shall make a complaint that the bill for any particular month is excessive, the water superintendent will, upon request, have the meter reread.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.220 Failure to comply with rules.

Should anyone fail to comply with the rules and regulations established as conditioned to the use of water, or to pay the water rates at the time and manner hereafter provided, the water may be shut off until payment is made of the amount due, including delinquent payment penalty fees, as well as the amount for the expense of turning the water on. Failure to comply with required annual testing of backflow assemblies will also result in discontinuation of water service.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.230 Authority to turn on water.

After the water has been shut off at the curb cock, if it should be turned on by any person other than an employee of the public works department, the water will be again shut off, a section of the service pipe removed, and service will not be furnished until the arrears, current month and an additional charge for the reasonable cost of disconnection and resumption of service, as determined by administrative policy, are paid. If the curb cock is damaged from being operated by parties other than city agents, the party who is responsible will be billed for city agents to repair.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.240 Delinquent Charges.

All charges for furnishing water within the city shall be chargeable to the premises where water is supplied. Whenever any charge for furnishing water shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges shall have been paid in full. All charges for furnishing water or for services relating to the furnishing of water shall be a lien on the property to which the water or water services are supplied. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.250 Applications.

Applications for permits to connect premises with the city water system, or requests to turn off water, shall, in all cases, be in writing and signed by the owner, lessee, or agent of the premises to be served.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.260 Water rates.

A. Water Rates in City. The rates for water furnished by the city to each user within the city limits shall be established by city commission resolution.

B. Water Rates Outside City. The rates for water furnished by the city to each user outside of the city limits shall be one and one-half times the rate charged to users within the city limits.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.270 Meter sizes.

The minimum meter sizes shall be as follows:

Unit	Size in Inches
1 unit	¾
2—4 units	1 (or two ¾" for duplexes)
5—10 units	1½
11—30 units	2 disc
31—50 units	2 compound

All services shall have the proper size meters as designated by the public works director and approved by the city engineer on existing and future meter installations, and the user shall pay the minimum charge per Section 13.04.260 above for large-size meters. Proper backflow protection is required on all services two inches and greater in size.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.275 Service charge adjustments and appeals.

A. Any person billed for service charges may file a "request for service charge adjustment" with the finance director within thirty days of the date of the bill. However, submittal of such a request does not extend any otherwise applicable deadline requiring payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.

B. A request for service charge adjustment may be granted or approved by the finance director only when one or more of the following conditions exist:

1. The amount charged is in error as an underbill or overbill, which may be the result of a meter malfunction, not caused by tampering or other damage by customer, meter reading errors or administrative mistakes; or

2. A leak adjustment is requested

a. In order to qualify for the leak adjustment the customer must provide documentation, such as a plumber’s bill or receipt, that a leak did exist, the leak was sufficient in size to use an excessive amount of utility service and that the leak has been fixed.

b. The customer request must be in writing and must include the customer name, service address, date of request, date leak was detected, date leak was repaired and a description of the repairs made.

c. The leak adjustment will be applied to the overage of utility service above average usage and any related fees such as sewer adjustments if applicable.

d. If there is no previous usage history available, consumption may be estimated on the basis of usage levels of similar customers and under similar conditions. The adjusted portion will be calculated at half the current water rate charged. The adjustment will be credited to the customer account after the utility has obtained a full month meter reading.

C. Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.

D. Service charge adjustments shall be available to the bill due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or leak, or six months, if the date of the error or leak cannot be substantiated. In no event, shall the adjustment lookback extend longer than six months. Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

13.04.276 Exemptions.

Vacant and unimproved properties within the city are exempt from the charges in Section 13.04.260.

13.04.280 Reduced rates and financial assistance.

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.300 Cost participation.

In the event it is necessary for any developer to extend a city water main larger than necessary to serve the particular development, the city may agree to participate with the developer in the excess cost, said cost participation may be paid from the water fund.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.310 Water connection—Required.

A. All new residences, other new buildings, or any other new use requiring domestic water must be connected to the city water service if the same is available at the time of construction and prior to the use thereof.

B. All residential and other uses connected to a public water supply system must be connected to the city system within sixty days of the city water being made available. All water connections must meet current city standards and regulations.

C. Domestic backflow prevention is required on services that:

1. Are commercial in nature (includes multi-family dwellings),
2. Are greater than or equal to two inches in diameter,
3. Have piping higher than thirty-two (32) feet above the water main,
4. Have a potential hazard to the public water supply, in the discretion of the Oregon City Water Division (includes new or existing wells), or
5. Irrigation backflow prevention is required on all irrigation systems.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.315 Definitions.

The following definitions shall apply to this chapter:

"Backflow" means any reversal of the normal flow of water from the distribution system that may allow contamination or pollution of the public water supply and render it nonpotable.

"Backflow prevention device or assembly" means any devices or assemblies, or methods approved by the appropriate regulatory agencies for use in the prevention of backflow.

"Contamination" means an impairment of the quality of water that creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids, wastes, etc.

"Cross-connection" means any actual or potential piping connection or structural arrangement allowing the introduction of any liquid, gas, material or substance into any potable water system, thereby rendering it nonpotable.

"Distribution system" means the network of storage facilities, pumps, pipes, valves and other appurtenances between the source and the point of delivery of potable water in the public water system.

"Nonpotable water" means potable water that has been chemically, biologically or physically altered and thereby rendered unfit for human consumption.

"Point of delivery" means the terminal end of a service connection between the distribution system and the consumer's water system at which point the city of Oregon City loses its jurisdiction of and sanitary control over the potable water supply.

"Pollution" means an impairment of the quality of water to a degree that does not create a hazard to public health but affects the aesthetic qualities of such water for domestic use.

"Potable water" means water from any source that has been investigated by the health agency having jurisdiction and has been approved for human consumption.

"Public water supply" means the distribution system supplying potable water to the city of Oregon City consumers.

"Regulatory agencies" means one or more of the following agencies whose specifications and requirements, as presented in their associated publications are accepted as industry standards:

American Water Works Association—Standards C510, C511 and Manual M14.

American Water Works Association, Pacific Northwest Section—Cross-Connection Control Manual, Seventh Edition, 2012.

Department of Human Services—OAR 333-061-0025 (9), OAR 333-061-0070, OAR 333-061-0071.

University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research—Manual of Cross Connection Control, Tenth Edition, 2009.

"Service connection" means the supply piping between the distribution system main and the consumer's water system, normally terminating at the downstream end of the water meter.

"Unprotected cross-connection" means any cross-connection which may exist that allows the introduction of any liquid, gas, material or substance into the public water supply, thereby rendering it nonpotable.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.320 Control of cross-connections.

The city shall establish, maintain and monitor an on-going cross-connection control program which shall be administered by the public works director and/or their designated appointee(s). Information pertaining to the policies and procedures of the program can be obtained from the public works director.

(Ord. 98-1001 (part), 1998)

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.330 Back-flow prevention assemblies.

The public water supply shall be protected from any existing and/or future unprotected cross-connections by the installation of an approved backflow prevention assembly at or near the point of delivery according to standards and procedures established by one or more of the defined regulatory agencies. Backflow prevention shall be required in circumstances where an unprotected cross-connection condition may exist. Failure to install an approved backflow assembly or conduct a required annual test on a backflow assembly shall result in denial or discontinuation of water service.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.04.340 Standard construction specifications.

The workmanship and materials for any work performed under permits issued per this chapter shall be in accordance with the edition of the "Standard Specifications for Public Works Construction," as prepared by the Oregon Chapter of American Public Works Association (APWA) and as modified and adopted by the city, in effect at the time of application. The exception to this requirement is where this chapter and the Public Works Water Distribution System Design Standards provide other design details, in which case the requirements of this chapter and the Public Works Water Distribution System Design Standards shall be complied with.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

Chapter 13.08 SEWER REGULATIONS[2]

13.08.010 Sewer connections—Required.

A. All water closets, privies, sinks, bathtubs and drains containing or carrying sewerage in all houses located within the boundaries of any sewer district heretofore established or that may hereafter be established and in which persons are residing shall be connected with the public system of sewers, and within the time specified in the ordinance creating the sewer district.

B. It is unlawful for any person to reside in any house or upon any premises within the boundaries of any sewer district in the city, after the time specified for connecting the house or premises as provided in the ordinance

[2]Editor's note(s)—Ord. No. 21-1003, § 1(Exh. A), adopted February 3, 2021 amended Chapter 13.08 in its entirety to read as herein set out. Former Chapter 13.08, §§ 13.08.010—13.08.230, pertained to similar subject matter, and derived from prior code §§ 8-5-1—8-5-22; Ord. No. 90-1052, 1990; Ord. No. 91-1021, 1991; Ord. No. 99-1004, 1999 and Ord. No. 10-1003, adopted July 7, 2010.

establishing the sewer district in which the house or premises is located unless the house or premises has been connected with the sewer system owned and operated by the City as provided in this section.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.015 Sewer connections—Exemptions.

Properties may remain on septic if the public sewer is not physically and legally available as defined by OAR 340-071-0160.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.016 Cross connections.

Sanitary sewers may not connect or convey any sewage to storm sewers.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.020 Connection required—Notice.

It shall be the duty of the chief of police to ascertain all houses and premises in the districts, whose owners have not complied with the ordinance providing for the connection of the privies, located therein or upon such premises, and to post a notice thereon, that it shall be unlawful for any person to reside in the house or upon the premises, while the water closets, sinks, bathtubs and drains used in connection with the house or premises, remain unconnected with the public sewer in such district.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.030 Privies.

All property owners within a sewer district are required to close and properly fill with earth all privy vaults, cesspools and septic tanks within the time specified in the ordinance establishing the sewer district and hereafter it is unlawful for any property owner to dig or make use of any cesspool, privy vault or septic tank within any sewer district in which there has been a public sewer constructed to serve the premises.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.040 Engineer—Approval required.

All connections made with any public sewer or drain in the city shall be made according to the specifications made or approved by the city engineer.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.050 Engineer—Permits.

A. The city issues engineering permits for sewer line work in the right-of-way either as a separate public works permit or as part of overall issued public infrastructure construction plans. The various fees for these permits are approved and modified from time to time by the city commission. Failure to meet the conditions of the issued permit shall constitute a violation of the municipal code.

B. The city engineer is authorized to grant such permits as deemed necessary for allowing persons to tap the public sewers, and to make connections therewith; provided however, that the permit shall be granted on the express condition that the owner or tenant for whose benefit such connection shall be made, and each succeeding tenant shall in consideration of the privilege thereby granted, hold the city harmless for any loss or damage that may in any way result from or be occasioned by any such tap or connection.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.060 Bond required.

No person shall be authorized by the engineer to do this work of making connections with any of the public sewers or drains until that person has furnished and filed a surety company bond in the office of the recorder in the sum of five hundred dollars conditioned that to indemnify and save harmless the city from all loss or damage that may be occasioned in any way by accident or the want of care or skill in the prosecution of such work or that may be occasioned by reason of any opening made or caused to be made in a street, market place, or public ground in making of any public or private sewer or drain as aforesaid; and conditioned also to promptly at the proper time replace and restore the street and pavement over the opening to as good state and condition as it was found previous to the opening of the same, and to conform in all respects to the rules and regulations which may from time to time be established by the commission in relation to putting junctions and tapping of the sewers and drains.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.070 Acceptance of connection by city.

Each person so licensed who shall make connections with the sewers or drains, shall keep in repair and good order the whole of the work executed until the same is accepted by the city engineer, or such other person as may be designated for that purpose, which acceptance shall be given in writing, and shall not be given until the expiration of one year after the completion of the work.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.080 Notification of engineer.

After the permit has been issued notice in writing must in all cases be left in the office of the city engineer by the person who is about to make the connection with any sewer or drain, stating the time when the work will be ready for inspection previous to making the connection.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.090 Connections to existing work.

A. No drain pipe can be extended from work previously done and accepted, or new connection at any time be made with such work unless previous notice of at least twenty-four hours is given to the engineer and permit issued.

B. In case it shall be necessary to connect a drain or sewer pipe with a public sewer when no junction is left in the same, the new connection with the public sewer can only be made when an officer of the city, duly authorized, is present to see the whole of the work done.

C. Connections from new development shall connect to the system of drains and sewers operated by the city of Oregon City. Alternative connections may be allowed solely at the discretion of the city engineer.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.100 Barriers.

All openings and obstructions in any street must be carefully guarded by the person holding the permit authorizing such opening or obstructions at all times with sufficient barriers, and during the nighttime shall be indicated by colored lights, and such other precautions shall be taken as shall be necessary to guard the public against accidents, and at all times the work shall be so done as to cause the least inconvenience to property owners and the general public.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.110 Condition of fixtures.

It is unlawful for any person in possession of premises into which a pipe or other connection with the public sewers or drains has been laid for the purpose of carrying off animal refuse from privies or water closets, slops from kitchens, or other purposes, to allow the same to remain without good and perfect fixtures so attached as to allow a sufficiency of water to be so applied as to properly carry off such matters and to keep the same unobstructed.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.115 Condition of service lines.

The service pipe, within the premises, as defined in the sanitary sewer design standards, and throughout its entire length must be kept in good repair at the expense of the owner, who shall be responsible for all damages resulting from leaks or breaks in the service pipe.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.120 Permit revocation.

Any person authorized to make connections with sewers or drains who shall be guilty of any violation of the provisions of this chapter shall be immediately deprived of a permit.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.125 Right of entry.

Agents of the public works department may have free access to view the inside of private sewer laterals located on private property that connect to city mains by a camera. Public works department staff will not enter into private property without notice and consent of the property owner.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.130 Development and user charges.

The city may also establish connection charges and sewer user fees. The amounts of such charges and fees for sewer shall be set by resolution of the city commission. Any connection charge shall be no greater than the amount necessary to reimburse the city for its average cost in inspecting and installing connections.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.140 Applications outside city limits.

An applicant owning property outside the city limits may apply for permission to connect with the sewer in like manner as one within the city limits and outside of a created sewer district. An applicant owning property outside the city limits, but within the urban growth boundary, may be forced to connect to public sewer, and annex to the city, if the septic is failing and the public sewer is physically and legally available as defined in OAR 340-071-0160. The city may charge different rates for those properties not within city limits.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.150 Permit issuance—Connection supervision.

When permission is granted by the commission and the fees paid by the applicant a copy of the permit shall be given by the city engineer who, at the expense of the applicant, shall superintend the connection of the sewer with the sewer system in the sewer district in which the privilege has been granted and upon the completion of the connection shall return the same to the recorder with endorsement of the time and place of connection.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.155 Service charge adjustments and appeals.

A. Any person billed for service charges may file a "request for service charge adjustment" with the finance director within thirty days of the date of the bill. However, submittal of such a request does not extend any otherwise applicable deadline requiring payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.

B. A request for service charge adjustment may be granted or approved by the finance director only when one or more of the following conditions exist:

   1. The amount charged is in error as an underbill or overbill, resulting from administrative mistake; or

   2. A water leak adjustment is requested as set forth in OCMC 13.04.275.

C. Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.

D. Service charge adjustments shall be available to the bill due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or leak, or six months, if the date of the error cannot be substantiated. In no event, shall the adjustment lookback extend longer than six months.

Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

13.08.156 Exemptions.

Vacant and unimproved properties within the city are exempt from the charges in Section 13.08.130.

13.08.157 Delinquent Charges.

All charges for furnishing sewer within the city shall be chargeable to the premises where sewer is supplied. Whenever any charge for furnishing sewer shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges, including sewer charges, shall have been paid in full. All charges for furnishing sewer or for services relating to the furnishing of sewer, even where no water is also provided, shall be a lien on the property to which the sewer or sewer services are supplied. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

13.08.158 Service lateral improvement program.

When a sewer service falls into disrepair as determined by the public works department, a fee may be assessed to the property owner. The fee may be paid at one time or through a payment program. The fee for repairing or replacing the service shall be in accordance with a schedule of charges adopted by the city commission.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.159 Reduced rates and financial assistance.

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.160 Entry in lien record.

The recorder shall enter the permit in the docket of the city liens immediately following the entered matter which relates to the system of that sewer district to which permission to connect has been granted, and shall credit the fees paid to the general fund.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.165 Failure to comply with rules.

Should anyone fail to comply with the rules and regulations established as conditioned to the use of sewer, or to pay the sewer rates or fees at the time and manner hereafter provided, the property may be assessed fines or liens to recover the costs associated with unpaid rates or fees. Failure to pay the charges imposed by this chapter shall subject the user and the premises to the collection and lien provisions imposed for water charges.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.170 Private connections prohibited.

It is unlawful for any person to connect a private sewer from the property with a private sewer on any other property which is connected with the public sewers without first having made the foregoing application and paying the amount computed by the recorder, as the charge for the privilege, it shall also be unlawful to connect any lot or premises, either directly or indirectly, lying outside of the limits of a sewer district with any public sewer without first complying with the provisions of this chapter.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.180 Unlawful substances.

It is unlawful for any person to permit to be drained, any oils, greases, chemicals, storm water, surface water, ground water, roof runoff, subsurface drainage, liquids and substances which might be detrimental to the sewage treatment plant, into any sewer, drain or pipe leading to the plant from any premises in the city.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.190 Sanitary requirements.

In factories and workshops where there are fifteen persons or less of each sex, there shall be provided by the proprietor or owner one water closet for each sex, and one for each additional fifteen persons of each sex or minimum thereof. Toilets shall be separate in all cases. Every co-op or lodging house shall be provided with one water closet for every ten rooms or minimum thereof, and one sink for each floor. All residences and public halls shall be provided with at least one water closet and one sink.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.210 STEP systems.

A. "STEP system" which means a septic tank effluent pump system, meeting the standards and specifications of the city engineer (hereinafter "engineer"), shall be permitted as an alternative to the standard sewer used in the city. Such system shall be owned, operated, and maintained by the city as provided in this section.

B. The engineer shall require, as a condition of approval of any STEP system that the property owner utilizing such system grant the city any easements, permits of entry, or licenses which are necessary or convenient for the construction, operation, or maintenance of the STEP system.

C. Generally, sewer service through normal sewer facilities (i.e. house sewer, laterals, trunks, and treatment plants) shall be provided when available. However, if service through such normal sewer facilities is unavailable, the engineer may permit use of a STEP system, on an interim basis, when such sewer service is determined by the engineer to be practical, and necessary or convenient to the use of the property proposed to be served or when such service is required by the city. The use of a STEP system is declared to be an interim service to served properties and each property owner shall provide the city with a nonremonstrance agreement, waiving all objections, jurisdictional or otherwise, to participation in the formation of a local improvement district to provide such normal sewer facilities in future. The city may record any such waiver of remonstrances in the deed records of the county.

D. Installation, operation, and, before acceptance by the city, maintenance of a STEP system shall be in accordance with the directions of the engineer and at the expense of the owner of the property serviced by such system. Upon installation, inspection and approval by the engineer, and acceptance by the city, the STEP system shall be owned by the city, which shall thereafter be responsible for maintenance of the system, except as provided in this section. No STEP system shall be accepted unless and until all easements, licenses, and permits necessary for control of the operation, use, and maintenance of such system have been granted. The city may record in the deed records of the county any such easement, license, or permit granted. It shall be the responsibility of the property owner to keep clean and maintain the building sewer from the building to the connection with the public sewer.

E. The costs of electricity necessary to operate the STEP system shall be borne by the property owner. Any STEP system which is rendered nonoperational by virtue of failure to pay for such costs shall cause the property benefited to be deemed unavailable for human habitation. The owner or occupier of the property served shall be entitled to written notice at least five days before a declaration by the city that the property is to be declared unavailable for occupancy and such person may request in writing a hearing before the city manager prior to such declaration. The decision of the city manager shall be final.

F. Subject to applicable constitutional limitation, the property owner shall permit entry on the site served for purposes of installation, maintenance, inspection, observation, measurement, sampling or testing of the STEP system. The property owner shall agree to such entry evidenced by a written permit of entry, as a condition precedent to the permit for the use of the STEP system.

G. The property owner shall be liable for damage to any portion of the STEP system if not caused by the city. The STEP system permit shall indicate that the owner agrees to assume such liability and such assumption shall be a condition precedent to issuance of the permit.

H. Application for use of a STEP system shall be made by the property owner or owners, who shall remain responsible for compliance with this section and permits thereunder. The property owner may delegate responsibility to the person occupying land for the duties imposed on the property owner under subsections D and G of this section. Such delegation shall be in writing in which the occupier of property accepts such responsibility filed with the engineer and shall be valid for such period as the delegee occupies the property, unless a shorter period is designated by the engineer. Thereafter, the property owner shall reassume responsibility.

I. No provision of this section shall be construed to exempt an applicant for obtaining additional permits or meeting additional requirements of city, county, state or other appropriate public body with jurisdiction.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.220 Violation—Penalty.

Any act or omission in violation of this chapter shall be deemed a nuisance. Violation of any provision of this chapter is subject to the code enforcement procedures of Chapters 1.16, 1.20 and 1.24.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.230 Standard construction specifications.

The workmanship and materials for any work performed under permits issued per this chapter shall be in accordance with the edition of the "Standard Specifications for Public Works Construction," as prepared by the Oregon Chapter of American Public Works Association (APWA) and as modified and adopted by the city, in effect at the time of application. The exception to this requirement is where this chapter and the public works sanitary sewer design standards, the city of Oregon City standard notes, or city of Oregon City standard drawings provide

other design details, in which case the requirements of this chapter and the public works sanitary sewer design standards shall be complied with.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.235 Design standards.

The current version of the Oregon City Public Works Sanitary Sewer Design Standards shall be adhered to for all new sewer construction and connections.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.240 Stormwater and groundwater prohibited.

A. Stormwater, including street, roof, or footing drainage, shall not be designed or constructed in a manner to allow discharge into the sanitary sewer system, but shall be removed by a system of storm drains or by some other method separate from the sanitary sewer system. (Language from City of Oregon City Sanitary Sewer Design Standards, § 2.00, paragraph three, page 10.)

B. No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a public sanitary sewer.

C. Service laterals from building structure to the face of curb or edge of pavement line shall be maintained by the owner of said structure in such a manner as to prevent infiltration of ground water into the sanitary sewer system.

D. Historic buildings established before the separation of stormwater and sanitary sewer systems may be exempt from groundwater and subsurface discharge into the sanitary sewer system.

E. Properties may be exempt if removal of stormwater connections to sanitary sewer system is infeasible due to topography or public system constraints.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

13.08.250 Party line sewers prohibited.

No new sewer service lines shall be used by more than one property. Existing party lines shall be modified and separated where practicable per Oregon City Policies and Procedures when repairs or replacements of existing sewers is proposed.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

Chapter 13.16 STORM DRAINAGE SERVICE CHARGES

13.16.010 Intent.

Pursuant to the constitution and general laws of the state and powers granted in the charter of the city, the commission does declare its intention to acquire, own, construct, equip, operate and maintain within and without the city limits, open drainageways, underground storm drains, equipment and appurtenances necessary, useful or convenient for the construction of storm drainage improvements including maintenance, extension and reconstruction of the present storm drainage system of the city.

(Prior code §8-9-1)

13.16.020 Definitions.

As used in this chapter, except where the context otherwise requires:

"Area range number (ARN)" are ranges of gross area square footage used to classify nonsingle family residential properties into groups of similar parcel size. Parcels with gross areas of one to two thousand five hundred square feet are assigned an area range number (ARN) 1. Parcels with gross areas of two thousand five hundred to five thousand square feet have an ARN of 2. Parcels with gross areas of five thousand to seven thousand five hundred square feet would have an ARN of 3 and so on so that each additional range of two thousand five hundred square feet shall be counted as an additional ARN of 1.

"Development intensity factor (DIF)" is the runoff coefficient that is indicative of the land use or impervious coverage of each property. The following table represents the DIFs for each of the existing land uses and zoning to the use in the calculations.

Nonresidential Land Use or Zoning	Development Intensity Factor
LOC limited office conditional	0.70
LO limited office	0.80
NC neighborhood commercial	0.80
HC historic commercial	0.70
LC limited commercial	0.70
C general commercial	0.90
CBD central business district	0.90
M1 light industrial	0.70
M2 heavy industrial	0.80
Conditional use or nonconforming	Apply a composite runoff factor

"Equivalent residential unit (ERU)" means a nonresidential configuration estimated to place approximate equal demand on the city's storm drainage system as a residential dwelling unit. The equivalent residential unit (ERU) of a nonresidential property is computed by multiplying the property's area range number (ARN) by its intensity factor (DIF) as follows:

ERN = ARN × DIF

"Improved property" means any area which has been altered such that the runoff from the property is greater than that which could have been expected in an undeveloped state. Such condition shall be determined by the city engineer.

"Nonresidential unit" means any building, or facility or other improved property used other than as a residential dwelling unit.

"Residential dwelling unit" means one or more rooms with bathroom and kitchen facilities designed for occupancy by one family.

(Prior code §8-9-2)

13.16.030 Service charges.

There is established and imposed on all persons occupying improved properties utilizing the city's storm drainage system, a just and equitable storm drainage utility service charge to implement the city's drainage master

plan and pay for the city's storm drainage system. Charges collected shall be deposited into the storm drainage fund of the city and used only for storm drainage purposes.

(Ord. 93-1025 §1, 1993: prior code §8-9-3)

13.16.040 Determination of service.

The city commission determines that the property not used for residential dwelling purposes is furnished service in proportion to the size of the property and its development intensity factor based on the definition of "equivalent residential unit" aforesaid.

(Prior code §8-9-4)

13.16.050 Rates.

The following rates are established:

Residential dwelling unit per month	$2.00
Nonresidential unit per month	2.00/ERU

The service charges, pursuant to this section may be amended by the city commission by resolution so as to continue to recover cost of service.

(Prior code §8-9-5)

13.16.060 Payment required.

Such service charges shall be paid by the current occupant or person entitled to possession of the property from which stormwater discharges (directly or indirectly) to the city storm drainage system.

(Ord. 93-1025 §2, 1993: prior code §8-9-6)

13.16.070 Collection.

The service charges shall be collected with the monthly water bill for those connected to water or billed alone as a storm drainage charge for those users not connected to or not otherwise charged for water service.

(Prior code §8-9-7)

13.16.071 Service charge adjustments and appeals.

A. Any person billed for service charges may file a "request for service charge adjustment" with the finance director within thirty days of the date of the bill. However, submittal of such a request does not extend any otherwise applicable deadline requiring payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.

B. A request for service charge adjustment may be granted or approved by the finance director only when one or more of the following conditions exist:

    1. The amount charged is in error as an underbill or overbill, resulting from administrative mistake.

C. Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.

D. Service charge adjustments shall be available to the bill then due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or six months, if the date of the error cannot be substantiated. In no event shall the adjustment lookback extend longer than six months. Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

13.016.075 Delinquent Charges.

All charges for managing stormwater within the city shall be chargeable to the premises where stormwater is conveyed, unless determined to be exempt. Whenever any charge for managing stormwater shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of water service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges, including stormwater charges, shall have been paid in full. All charges for managing stormwater or for services relating to the management of stormwater shall be a lien on the property to which the stormwater or stormwater services are managed. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

13.16.090 Right of entry.

Subject to Constitutional limitations, the employees of the city shall at all reasonable times have access to any premises served by the city for inspection, repair or the enforcement of the provisions of this chapter.

(Prior code §8-9-9)

13.16.100 Exemptions, reductions and appeal.

A. Vacant and unimproved properties within the city are exempt from the charges in Section 13.16.030.

B. Any person seeking a reduction in the storm drainage fee, or appealing therefrom, may do so pursuant to a demonstration to the public works director or their designee subject to the following:

1. Properties containing single family houses, ADUs, duplex, triplex, and quadplex are not eligible for a reduction.

2. Pre-existing Development. Where stormwater is directed directly into the main channel of Abernethy, Clackamas, or Willamette Rivers without any downstream water flowing through a City maintained sewer, culvert, bridge or ditch and the stormwater system otherwise complies with the most recent version of the Stormwater and Grading Design Standards at time of filing the permit or appeal, the applicant is eligible for a reduction in the amount of no more than 25% of the stormwater charge.

3. New Development. Where the stormwater system complies with the most recent version of the Stormwater and Grading Design Standards at time of filing the permit or appeal; and incorporates some form of enhanced water quality beyond the requirements of the Oregon City Municipal Code and Stormwater and Grading Design Standards, including but not limited to, items such as green roofs, rainwater harvesting, constructed wetlands, etc, the applicant is eligible for a reduction proportionate to the total amount of water subject to enhanced treatment, but no more than 25% of the stormwater charge.

C. Review of exemptions and reductions of the storm drainage fee by the public works director are final and not subject to further appeal.

13.16.110 Reduced rates and financial assistance.

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

Chapter 13.30 TRANSPORTATION UTILITY FEES

13.30.010 Purpose.

The purpose of this chapter is to provide cost recovery for maintaining and operating the city of Oregon City transportation system. There is created an enterprise fund known as the "city of Oregon City transportation maintenance fund." All fees and charges imposed herein shall be placed in said fund for the purpose of paying expenses related to the replacement, repair, maintenance, operation, or administration of the transportation system as described in this chapter.

(Ord. 08-1007 § 1(part), 2008)

13.30.020 Applicability.

The requirements of this chapter shall apply to all real property in the city of Oregon City, including publicly and privately owned property.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

13.30.030 Definitions.

As used in this chapter:

"City" means the city of Oregon City, Oregon, or as indicated by the context, may mean any official, officer, employee or agency representing the city in the discharge of his or her duties.

"City roads" means all roads, public and private, excluding state and county roads, within the city limits of Oregon City.

"Developed property" means real property that has been altered by development coverage.

"Gross square footage" means the calculated area of all structures, located on a site, measured along the exterior walls of such structures, including but not limited to enclosed courtyards, stairwells, and square footage on each level of multi-story structures, but not including fences and parking areas which are not enclosed within a building.

"ITE Manual" means the Institute of Transportation Engineers Trip Generation Manual, ninth edition.

"Manager" means the city manager or his or her designee.

"Multi-family residence" means a residential structure accommodating two or more dwelling units.

"Schools" means all schools, kindergarten through grade twelve, providing busing and located within the city limits of Oregon City.

"Service charges" means the amount owed after applying the appropriate rate to property based upon factors established by this chapter.

"Single-family residence" means a residential structure accommodating one dwelling unit.

"Unit rate" means the dollar amount charged per adjusted average daily trip. There shall be a unit rate applied to residential land uses, identified as the residential unit rate, and a unit rate applied to all other land uses, identified as the nonresidential unit rate.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

13.30.040 Rate structure.

A. Service charges for the transportation utility fee are authorized and imposed in amounts and on terms consistent with this chapter.

B. The rates and service charges shall be based on the service provided and the relative usage of the city transportation system for a given property. The estimated or measured trip generated will be used to determine the relative usage of the property. The rate shall be calculated by multiplying the unit rate by the assigned average daily trip estimate. Average daily trip estimates shall be as follows:

1. Undeveloped Property. Undeveloped property shall not be charged.

2. City Roads. City roads shall not be charged.

3. Single-Family Residential Property. The monthly service charge for single-family residential property shall be computed by multiplying the unit rate times 9.57 trips per day.

4. Multi-Family Residential Property. The monthly service charge for multi-family residential property shall be computed by multiplying the unit rate times 6.72 trips per day.

5. Schools. The monthly service charge for schools shall be computed by multiplying the unit rate times the number of average daily trips applicable to the school, as delineated below:

Elementary schools	0.76 ADTs per student
Middle schools	0.96 ADTs per student
High schools	1.01 ADTs per student

6. All Other Developed Properties. The monthly service charge for all other developed properties, including publicly-owned properties, shall be computed by multiplying the unit rate times the number of average daily trips assigned to the bin that is applicable to the property, as delineated in Appendix A (copy on file at the office of the city recorder). All uses not identified in Appendix A (copy on file at the office of the city recorder) shall be assigned to a trip bin based on their trip generation as specified in the ITE Manual.

Bin 1	2 average daily trips
Bin 2	10 average daily trips
Bin 3	25 average daily trips

Bin 4	40 average daily trips
Bin 5	100 average daily trips

7. When a particular property includes multiple business types (multiple bin assignments), the rate will be established based on charging each business types in their appropriate bin.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

13.30.050 Unit rate established.

The residential unit rate, to be applied to residential land uses, is established at one dollar and fifteen cents per adjusted average daily trip. The nonresidential unit rate, to be applied to all other land uses, is established at $0.189 per adjusted average daily trip. Either or both of the residential and the nonresidential unit rates may be revised by resolution of the city commission from time to time. The unit rates shall be adjusted annually to account for inflation in an amount of no more than three percent.

The residential and nonresidential unit rates will be phased in over a five-year period according to the schedule below. The rates for fiscal years 2009/2010 through 2012/2013 include a three percent escalation factor.

Time Period	Residential Rate per Trip	Nonresidential Rate per Trip
July 1, 2008 through June 30, 2009	$0.470	$0.077
July 1, 2009 through June 30, 2010	0.627	0.103
July 1, 2010 through June 30, 2011	0.784	0.129
July 1, 2011 through June 30, 2012	0.940	0.154
July 1, 2012 through June 30, 2013	1.172	0.192

(Ord. 08-1007 § 1(part), 2008)

13.30.060 Service charge adjustments and appeals.

A. Any person billed for service charges may file a "request for service charge adjustment" with the finance director within thirty days of the date of the bill. However, submittal of such a request does not extend the period of payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.

B. A request for service charge adjustment may be granted or approved by the finance director only when one or more of the following conditions exist:

1. The amount charged is in error as an underbill or overbill, resulting from administrative mistake; or

2. The property is nonresidential and the actual trips generated by that property, as established by an engineer at the expense of the owner, and as supported by the public works director, would result in inclusion in a trip bin characterized by greater than or less than the applied average daily trip estimate used in determining the charge; or

3. The property exists in its natural unimproved condition and will remain in its natural unimproved condition with no allowable human activities or man-made improvements that would generate trips to or from the property.

Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.

D. Service charge adjustments shall be available to the bill then due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or six months, if the date of the error cannot be substantiated. In no event shall the adjustment lookback extend longer than six months. Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

13.30.065 Exemptions.

Vacant and unimproved properties within the city are exempt from the charges in Section 13.30.050.

13.30.070 Reduced rates and financial assistance

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

13.30.080 Use of funds.

Service charges collected under this chapter shall be accounted for separately and expended only for the purpose of paying all or any part of the cost and expense of maintaining the city's transportation system. In expending funds, the city shall endeavor to expend funds based on the following priorities:

A. Pavement management;

B. Maintaining and operating the transportation system.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 15-1001, § 5, 3-18-2015)

13.30.090 Commencement of charges and collection.

A. For new construction, service charges will commence with the issuance of a building permit or installation of a water meter, whichever comes first. Real property annexed to the city shall begin paying the fee the first month following their annexation. For existing structures, service charges will commence on July 1, 2008.

B. The service charges imposed by this chapter shall be collected with the monthly city utility bill for those properties connected to water or billed alone as a transportation utility fee for those users not connected to or not otherwise charged for water service. The actual costs of billing, collecting and remitting the fees may be paid from the transportation maintenance fund. The transportation utility fee shall be calculated as a monthly charge; however, the fee may be billed on a schedule other than a monthly schedule.

C. The manager may adopt and amend such rules and policies as are necessary for administration of this chapter.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

13.30.100 Delinquent charges.

All charges for managing pavement maintenance within the city shall be chargeable to the premises where water is supplied. Whenever any charge for managing pavement maintenance shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of water service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges, including pavement maintenance charges, shall have been paid in full. All charges for managing pavement maintenance or for services relating to the management of pavement maintenance shall be a lien on the property to which the water services are supplied. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

625 Center Street
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CITY OF OREGON CITY

Staff Report

To: City Commission **Agenda Date:** June 17, 2026
From:

SUBJECT:
Item 9.b. - City Flag Design Review

STAFF RECOMMENDATION:

EXECUTIVE SUMMARY:
The three flag designs reviewed by the Commission during the June 3 meeting and presented, along with feedback from residents.

BACKGROUND:
The City Commission expressed a desire for a new flag to replace the current one. Considered "too busy" and containing depictions deemed problematic, a design was sought that followed flag design best practices. A community survey was held online that provided residents the chance to share what aspects of Oregon City they thought should be represented on a flag, and what colors they wanted to see.
Willamette Falls was chosen by the most people, with 194 respondents selecting that option. The City's location at the End of the Oregon Trail was second with 143. The elevator was third with 106. It should be noted that elements relating to the End of the Oregon Trail and similar pioneer iconography generated concern from our Tribal partner.
Blue was the most common color selected by residents with 136, followed by green with 113 and white at 58. Blue sginifies the City's location at the confluence of two rivers, with green representing the City's parks and forest spaces, and white the falls.
That information was provided to the North American Vexillological Association membership, who proceeded to craft a few dozen design ideas. After staff review and a cultural awareness review from a representative of the Confederated Tribes of the Grand Ronde, five options were presented to the Commission on June 3. Three of those options were then selected to be shared with residents, who were directed to a brief survey on the City's website where they could provide feedback. As of the closing of the agenda, 59 comments were submitted via the website. All of the comments received thus far are attached to the agenda, and any additional ones that come in will be provided to the Commission. But in summary:
28 residents preferred design 2, the waterfall.
13 preferred design one, or the elevator.
Notable comments for option 2 include:
Soft curves (of design 2) evoke comfort. The hard corners evoke danger.
I like the flowyness of the line.
It's a smooth move, comforting, will look very nice when waving in the breeze.
Color and simplicity. I like the flowing river.

It represents the flow of water that will persist beyond all of us. Movement is key to our city. The movement of the Oregon Trail. Movement of fish. It represents both the persistence of nature and the nature of change.
Option one did generate a fair amount of interest as well. Comments include:
Iconic and unique to OC.
Mention of elevator and parks.
While too simple, the elevator is something uniquely OC. The falls are shared. And the symbolism of the other parts of flag 1 is nice, as it encompasses more than just the 1 thing. It can fly over the elevator.
Of note, a commenter on the website and a few others on social media compared the design to symbols used by German hate groups.
A few people liked design three, but most of those people who supported that option also mentioned it could represent the Arch Bridge, which was another element that Tribal review expressed concern over when shown designs that depicted the bridge.
While feedback was intended to be gathered using the City's website, it should be noted that reaction on social media was more negative. Of the choices, numbers 1 and 2 were again the most selected. But many residents shared their preferences for AI-generated designs that included more photo-like designs, the City seal, the City logo, or starting from scratch and doing a contest, having the schools design the flag, or leaving it as is.

OPTIONS:

1. Choose one of the designs as Oregon City's new flag.
2. Chose none of the flags, and provide further direction to staff on how the Commission would like to proceed.

BUDGET IMPACT:

N/A

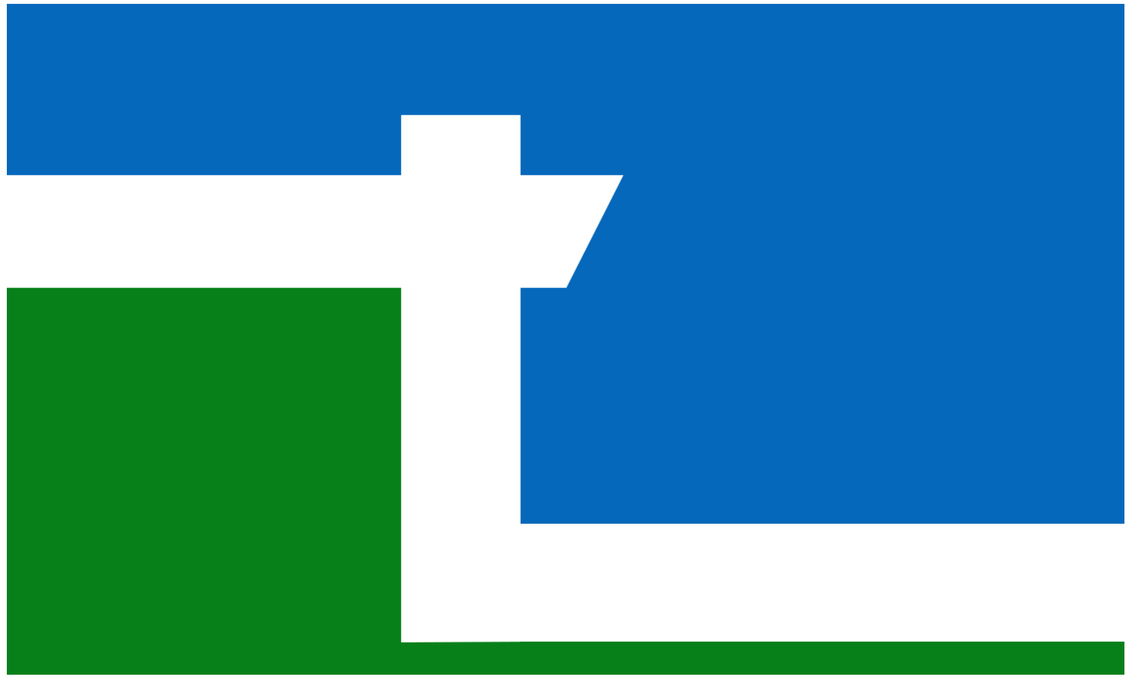
ID	Submission Date	Which flag option do you prefer?	What elements about your preferred flag do you most like?	Is there anything else you'd like to add?
3546	6/4/2026 15:06	Of the five, I would have to choose #2	Itâ€™s the only one that I think anyone could figure out what the flag represents.	I think you should make the flags more easily to understand what the flag is representing without just choosing liines and curves
3547	6/4/2026 16:11	Option 2		
3548	6/4/2026 16:23	3	Simplest design. It also mimics the arch shape of our bridge.	
3549	6/4/2026 16:29	The Elevator	It is linear and very unique.	It is not a design that I've seen before, I like that!
3550	6/4/2026 16:30	None of the options look good.		The patterns look very soft and kid like
3551	6/4/2026 16:31	#2 with the soft curve	Soft curves evoke comfort, hard corners evoke danger	This soft curve could be incorporated into so many OC things!!!
3553	6/4/2026 16:41	2	Itâ€™s simple	
3554	6/4/2026 16:51	1	The elevator is the number 1 icon of our great city.	
3555	6/4/2026 16:53	The elevator	I like the meaning of all the different elements and that it is the only option that gives honor to the Tribes	All three are excellent choices!
3556	6/4/2026 16:59	None	I like the elevator design concept but it should be the image of the elevator and if you want the blue green stripes	I don't think a flag should have to have the design explained. The design should speak for itself and be identifiable
3557	6/4/2026 17:14	2		Kin d a boring
3558	6/4/2026 17:24	3	Connection to the bridge	
3559	6/4/2026 17:30	Option 3	Not only does it look like the falls from above but also the OC west linn bridge	
3560	6/4/2026 17:33	1	The most unique thing about Oregon city is that elevator	These are all terrible. What a shameful waste of resources.
3561	6/4/2026 17:33	Number 2	I like the flowyness of the line.	I think the Falls have been here longer than anything else and it's a good representation of Oregon City. The elevator might not be here forever.
3562	6/4/2026 17:43	Option 2	It's the most direct and pleasing to look at.	No
3563	6/4/2026 17:47	Elevator	Iconic and unique to OC	It can fly over the elevator
3564	6/4/2026 18:08	None of them	They all stink	Oregon city high school colors are Red and white, that makes more sense.
3565	6/4/2026 18:08	2 - willamette falls	It is a smooth move, comforting, and will look very nice when waving in the breeze.	It is especially nice due to the timing of the falls rebirth
3566	6/4/2026 18:09	1st with the elevator.	Mention of elevator and parks	
3567	6/4/2026 18:17	#2	Curve	
3568	6/4/2026 18:24	2	I like the flow and the focus on the nature aspect instead of the city aspect.	Love that it's the river view from our side of the river. Well done.
3569	6/4/2026 18:53	None	They are all hideous. Make no sense and no one would know what they mean	If Oregon City chooses any of these. It's another example of the incompetence, lack of understanding and ignorance of the city government. These are all am insult
3570	6/4/2026 19:10	None	None	Yes, why don't you offer a 200.00 prize for the best design from our jr. High students. The 3 options provided while the written text sounds good the actual designs are uninspiring and say nothing about say nothing about our cities history.
3571	6/4/2026 19:16	2	Wave look is much better than the other two	I really donâ€™t like any of them very much. Definitely not #1
3572	6/4/2026 19:39	None	None	These designs are horrible and do not represent Oregon City or Oregon at all
3573	6/4/2026 19:42	Willamette Falls from Above	Balanced design	Thank you for the chance to provide feedback
3574	6/4/2026 19:53			
3575	6/4/2026 20:05	1		
3576	6/4/2026 20:30	#2	The Falls	Too bad there aren't more choices. One with a flower like Hillsboro or have Lampreys in it. Or fish. Or a covered wagon.
3577	6/4/2026 20:43	#1	Looks like the elevator. Not sure the colors make sense though.	Is there a way to add something about the river at all?
3578	6/4/2026 20:44	2	Color and simplicity. I like the flowing river	
3579	6/4/2026 20:54	Option 1	Elevator	
3580	6/4/2026 21:02	None	These are incredibly boring and not representative of Oregon City.	

3581	6/4/2026 21:06	Option 2	Simple and represents not only the waterfall but also the constant evolution of the area and	No
3582	6/4/2026 21:24	None, I would never be able to tell this is a flag for Oregon City with any of these designs. If we must choose then option 2.		Where will the flag go? Do we need to spend money on this? If so, please give new options.
3583	6/4/2026 21:27	2	The Willamette Falls were here first and represent those before, currently, and in the future.	
3584	6/4/2026 22:12	Option 2	Simplicity. It is very clear to understand and not easily misunderstood.	Keep it simple please
3585	6/4/2026 23:05	Option 3	Arch can be the falls or the arch bridge. It's unique and easy to identify	
3586	6/4/2026 23:10	2	It represents the flow of water that will persist beyond all of us. Movement is key to our city. The movement of the Oregon Trail. Movement of fish. It represents both the persistence of nature and the nature of change.	
3588	6/5/2026 0:15			I have three flags designed that are more representative of our community where do I submit?
3589	6/5/2026 0:54	Option 2	The soft white wave in the middle is more pleasant to the eye compared to the Curve of option 3 (too close to the top). Plus, option 1 isnâ€™t very pleasant to look at because it feels too rigid and nonsensical	I feel like Iâ€™ve said too much already lol thanks for reading
3590	6/5/2026 2:17	Willamette Falls option 2	Itâ€™s the prettiest option. I like the symbolism and that the Falls represent all of OC	
3591	6/5/2026 5:29	2	It flows !	
3592	6/5/2026 5:30	Option 2	Better design. Better aesthetic. More general and inclusive. Best representation of the gaps, parks, and people.	No
3593	6/5/2026 5:34	2	Symmetry	
3594	6/5/2026 5:52	Option 2	The falls represented	Like the colors
3596	6/5/2026 6:53	Option 1	Unique and recognizable design	I hope there is flag merch to purchase! I would love a sticker or pin
3597	6/5/2026 7:52	1 or 3	While too simple, the elevator is something uniquely OC. The falls are shared. And the symbolism of the other parts of flag 1 is nice, as it encompasses more than just the 1 thing.	I understand these should be simple, but there are plenty of examples that show more detail - Spain, Wales, most state flags. Why must these be reduced to such plain visuals? Also, while I like 1 the most because itâ€™s the least abstract, I think itâ€™s a bit reckless in our current political climate to produce a flag that could so easily be commandeered by neonazis.
3601	6/5/2026 13:31	Number 2, although I do wish the white line representing the falls had slightly more variation in width to better an encapsulate the feeling of the waves coming from the falls.	It's simple, the colors represent the community's green spaces and blue rivers, and the white of the falls harkens to a landmark that has existed on these lands for millennia (I do love our elevator and quite liked design #1, however I also know the current elevator is a replacement for the first, and, as sad as it may be, there may come a day where we have no choice but to replace it again).	I would like to extend my sincerest apologies to the designers and the volunteers from the North American Vexillological Association who donated their efforts on this project, only to be criticized by resident who have no sense for design, nor any demonstrated comprehension pertaining to the purpose of a flag. If some of these people had their way, we would have a magazine collage of wagons wheels, pioneer wagons, paper mill industrial blueprints, elevator silhouettes, and arch bridge outlines that would make the designer of the 2001 Pocatello, Idaho flag akin to Michaelangelo by comparison.
3602	6/5/2026 14:41	Option 1	Reps the elevator and parks	No
3603	6/5/2026 15:19	None	None	Please come up with a better design.
3604	6/5/2026 17:22	Municipal Elevator	Itâ€™s what I think about when I think about downtown OC	
3606	6/7/2026 11:20	2	The connection between the city and the river	All options were really great with representing the rich history of our wonderful city.
3607	6/7/2026 16:09	Option 2: The side shot of Willamette falls	The dual meaning with the falls and the confluence of the two rivers. Visually simpler than option 1, and represents a bit more than option 3.	
3610	6/8/2026 10:22	Option 3	The horseshoe shape ties the colors together and rcould reflect the arch bridge as well	
3611	6/8/2026 12:19	Option 1 a lot...I think the green strip at the bottom is too thin and hemming an actual flag could cause that thin strip to look off if its not sewn exactly straight. Option 2 is interesting...the curves have a weird bump.	I like the ref to the elevator. Option 2 - the falls - could tie Option 1 if that odd bump were fixed.	add the flag options on this page and/or link back to the flag page so it's easier to review
3613	6/8/2026 20:12	Municipal Elevator	It actually shows items relevant to Oregon City other than the falls.	Wagon wheel. I don't care where, but add a wagon wheel.
3617	6/9/2026 9:42	N O N E of these three!!! Ugh!	Zero elements of those three!	The flag design previously proposed that included the elevator, the falls, & Mt Hood!

Option 1: The Elevator

Stylized representation of the Municipal Elevator.

Image is also evocative of the fishing platforms used by tribal members to harvest lamprey near the falls.



Option 2: The Falls

Stylized representation of Willamette Falls

Oriented to represent the angle of the falls as seen from Oregon City



Option 3: Falls from Above

Another stylized depiction of the falls, depicted in a horseshoe-like shape to represent the falls as viewed from overhead.

