



MADRAS MRC-CITY COUNCIL MEETING

Tuesday, July 23, 2024 at 5:30 PM

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Telephone (541) 475-2344 www.ci.madras.or.us

This meeting is open to the public. Audio/Video of the meeting will be available on our website within 24 hours following the meeting. This agenda includes a list of the principal subjects anticipated to be considered at the meeting. However, the agenda does not limit the ability of the Council to consider additional subjects. Meetings may be canceled without notice. The chat feature in Zoom is only available during Public Comments portions of the meeting. Zoom participants should use the "raise your hand" feature during these times to alert the moderator that they would like to speak.

Join via Zoom:

<https://us02web.zoom.us/j/2912614668?pwd=MIJ3Zzh0Yzg0ZkhwOTZ0REgrWTFYdz09>

Passcode: **5414752344**

Join via teleconference:

From a cell phone: **971-247-1195**

From a land line phone: **1-877-853-5257**

Meeting ID: **291 261 4668#**

Participant ID: **#**

Passcode: **541 475 2344#**

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

II. Pledge of Allegiance and Prayer

III. Roll Call

IV. Public Comments (please limit to 3 minutes)

The Commission reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

V. Amend or Accept MRC Agenda

VI. MRC Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the Madras Redevelopment Commission for review, are considered routine, and will be enacted by one motion of the Commission. If separate discussion is desired, any item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. Approve Minutes for July 10, 2024 MRC Work Session
2. Approve Minutes for June 25, 2024 MRC Meeting
3. MRC Vouchers June 2024

VII. Public Hearing

1. Ertle/Starbuck New Redevelopment Funding Request (2nd Hearing)
 - A. Chair Opens Hearing
 - B. Staff Report
 - C. Applicant Testimony
 - D. Proponent Testimony

- E. Neutral Testimony
- F. Opponent Testimony
- G. Applicant Rebuttal
- H. Commission Deliberation
- I. Chair Closes Hearing

Nicholas Snead, Community Development Director

- 2. Sagebrook Subdivision, Phases 1 & 2, HURD New Housing Development Assistance Funding Request

- A. Chair Opens Hearing
- B. Staff Report
- C. Applicant Testimony
- D. Proponent Testimony
- E. Neutral Testimony
- F. Opponent Testimony
- G. Applicant Rebuttal
- H. Commission Deliberation
- I. Chair Closes Hearing

Nicholas Snead, Community Development Director

VIII. Regular Agenda

- 1. Annual Assessment of MRC Programs
Nicholas Snead, Community Development Director
- 2. Madras Redevelopment Commission Engagement Letter for Audit of the Financial Statements.
Kate Knop, Finance Director
- 3. Update on MRC Property Disposition
Nicholas Snead, Community Development Director

IX. Additional Discussion

X. Adjourn Commission Meeting

CITY COUNCIL AGENDA

I. Call Meeting to Order

II. Roll Call

III. Public Comments (please limit to 3 minutes)

The Council reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

IV. Amend or Accept Regular Agenda

V. City Council Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the City Council for reading and study, are considered routine, and will be enacted by one motion of the Council. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

- 1. Approve Minutes for December 12, 2023 City Council Meeting
- 2. Approve Minutes for May 14, 2024 City Council Meeting

3. Capital Expenditures June 2024

VI. Public Hearing

1. CDBG Homeless Services Center Project - Close Out
 - A. Mayor Opens Hearing
 - B. Staff Report by Jeff Hurd, Public Works Director
 - C. Comments from the Public
 - D. Mayor Lepin Closes Hearing
 - E. No Action Required.

Jeff Hurd, Public Works Director

VII. Visitor Presentation(s)/Proclamations

1. Annual Insurance Presentation - Marsh McLennan

VIII. Regular Agenda

1. Public Works and Admin Fleet - Enterprise
Jeff Hurd, Public Works Director
2. DEQ Loan Agreement R62376 - Demers Pump Station
Jeff Hurd, Public Works Director
3. Demers Pump Station Design - Task Order 06-2024
Jeff Hurd, Public Works Director
4. Resolution 19-2024 - A Resolution Authorizing the Installation of Stop Signs
Jeff Hurd, Public Works Director
5. 2024 Street Paving Project
Jeff Hurd, Public Works Director
6. Airport Ground Lease - Second Amendment Bright Wood Corporation
Jeff Hurd, Public Works Director
7. Airport Ground Lease - L3Harris Technologies, Inc. for ADS-B Tower
Jeff Hurd, Public Works Director
8. Airport License Agreement - Central Oregon Airshow
Jeff Hurd, Public Works Director
9. Candidate Appointment to Planning Commission
Fatima Taha, Senior Planner, Nicholas Snead, Community Development Director
10. Resolution 20-2024, A Resolution of the City of Madras adopting Code Enforcement Policies and Procedures Manual
Fatima Taha, Senior Planner, Nicholas Snead, Community Development Director
11. Land Use Professional Services Contract
Fatima Taha, Senior Planner, Nicholas Snead, Community Development Director
12. Discussion on Designating Willow Creek Camping Area as Open Space
Will Ibershof, City Administrator, Nicholas Snead, Community Development Director, Fatima Taha, Senior Planner

13. City of Madras Engagement Letter for Audit of the Financial Statements.
Kate Knop, Finance Director
14. City Vouchers - June 2024
Kate Knop, Finance Director
15. New City of Madras Airport Bank Account at First Interstate Bank
Kate Knop, Finance Director
16. New City of Madras Golf Course Bank Account at First Interstate Bank
Kate Knop, Finance Director
17. New City of Madras Payroll Bank Account at First Interstate Bank
Kate Knop, Finance Director
18. DEQ Loan Agreement R62377 - Industrial Pretreatment Program
Jeff Hurd, Public Works Director

IX. Department Reports / Committee Updates

X. Adjourn Council Meeting

MADRAS REDEVELOPMENT COMMISSION

OFFICIAL MEETING MINUTES

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Wednesday, July 10, 2024

I. Call Work Session to Order

Chair Soliz called the meeting to order at 5:31 pm.

II. Attendance:

Commission:

Chair Gabriel Soliz was present.

Commissioners Beaver, O'Daniel, Spencer, Walker and Weidner were present.

Commissioners Lepin, Potter, Rhodes, Seibold, Townsend, and Yoder were excused.

Staff:

City Administrator Will Ibershof

Community Development Director Nick Snead

Senior Planner Fatima Weir

Community Development Kalyan Mutukundu

Community Development CJ Tremblas

Finance Director Kate Knop

Public Works Director Jeff Hurd

City Recorder Keli Pollock

Visitors in Person:

Cindi Potter, Best Care

Morgan Greenwood, COBA

III. Work Session Topic(s)

1. Discussion On Potential Incentives For Workforce And Affordable Housing

Introduction to Housing Challenge

Will Ibershof began discussing the purpose of the session, which was to review and brainstorm potential incentives for workforce and affordable housing. He provided a background on past housing projects and outlined challenges the city has faced since adopting the Housing Action Plan in December 2018. He mentioned collaborators and stakeholders and emphasized the focus on creating a diverse housing stock in the city.

Overview of Current Efforts and Challenges

Nick Snead discussed the history and current state of urban renewal districts and their impact on housing. He highlighted the deficits in housing stock and the lack of available affordable housing, presenting statistics from the Housing Action Plan. Additionally, Nick covered the challenges developers face regarding financing, infrastructure costs, and the intricacies around affordable versus workforce housing.

Discussion ensued about the city's efforts and the vital need for input from various stakeholders. Key points included:

- Morgan Greenwood from the Central Oregon Builders Association provided insights on subsidies and financing challenges for homes within the 80% to 120% AMI (Area Median Income) bracket. She noted, "There is subsidy associated with that development. Anything over 80% you're completely on your own and there's a massive gap between what can be built at market rate and what is affordable for

- people in that bracket.”
- Cindi Potter from Best Care shared feedback from the homeless advisory committee concerning the urgency of building viable housing options for income-constrained demographics. She emphasized the dire need for affordable housing for those on social security disability or SSI, highlighting that people are living in RVs in precarious conditions as interim solutions.

Investment and Tax Implications

Kate Knop presented an analysis of the housing urban renewal district's impact on various taxing districts, showcasing how revenues have been, and are projected to be, distributed. This discussion brought transparency to the fiscal impacts and provided context for potential re-evaluation of the urban renewal strategies. Councilor Walker commented, “If we hadn’t done that, there’d be 2,000 fewer people in the community or even more than that. Plus, they are spending money here. We’re building for the future.”

Consideration of Options

Several potential options to incentivize housing were explored:

Option 1: Acquiring Land for Targeted Housing Development and Investment

Acquiring land for targeted housing development involves the city purchasing parcels of land and then selling or leasing them to developers with specific requirements aimed at increasing the availability of affordable housing. This would allow the city to control the type and pricing of housing developed on that land directly. For example, during discussions, it was noted that the city could acquire land and use it to develop affordable housing units in collaboration with entities like Housing Works or other non-profit organizations. This option would involve strategic purchasing to ensure that the city's investments yield substantive dividends in tackling the housing crisis. However, it was also suggested that this approach incorporates risks such as overpaying for land or holding onto land during market shifts, potentially resulting in inefficiencies and lost opportunities. Key insights from stakeholders included concerns about the intensity of due diligence required for land procurement and the need for establishing public and private partnerships to mitigate inherent risks. Will Ibershof mentioned, "This could be used in a larger format, purchasing a much larger piece of land and then entering into a master development agreement with a developer."

Option 2: Sliding-Scale Incentives for Developers Based on Housing Prices

This proposed option introduces a tiered system of incentives that scale based on the selling price of homes developed. This ensures that more substantial incentives are given for homes priced within the affordable range, thereby encouraging developers to focus on lower-income and workforce housing. For instance, if developers build houses that align with the city's affordable housing definitions, they would receive more significant financial support than those building market-rate homes. Stakeholders emphasized the importance of clear and predictable criteria to make these incentives viable, ensuring that developers are confident in the incentives being applied. The concept of "local preferences" was also discussed, ensuring that developers who are engaged in the community have priority access to these incentives. Will Ibershof noted, "If you build at a certain percentage of AMI, you get a \$30,000 per lot. If you build at a higher percentage of AMI, you get less, and if you hit market rate, you don't get anything."

Option 3: Public-Private Partnerships Focused on Infrastructure Challenges

This option aims to collaboratively address infrastructure issues that often impede housing development. By forming partnerships between the city and developers, necessary infrastructure like roads and sewage systems can be developed more efficiently, thereby making yet undeveloped lands viable for housing projects. It was noted in the session that one key challenge is off-site infrastructure — such as the construction of a roundabout necessary for new housing subdivisions — which developers alone might not be able to shoulder financially. For instance, Nick Snead suggested that the city could partner with developers to help with off-site infrastructure costs, stressing that providing these essential services would enable construction without adversely skewing developers' balance sheets. In practical terms, this might involve phased reimbursement where infrastructure costs borne by the developer are offset by city subsidies, contingent on successful project milestones. Chair Gabriel Soliz noted, "If we are going to continue with subsidizing, we need to be very careful and meticulous so that it's not just money going out the door with no benefit to the city." Morgan Greenwood added, "Reverse options to be able to be reimbursed rather than to supplement ahead of time might manage the risk for the city while working for the developer." She advocated for structuring incentives so that developers are reimbursed upon completion of certain project milestones rather than receiving upfront payments. This approach can significantly reduce the city's financial risk by ensuring that developer commitments are met before funds are disbursed. Furthermore, it encourages accountability and ensures that projects are completed to the city's specifications and within agreed timelines.

Option 4: A Hybrid Approach Combining Various Strategies

This broader strategy leverages multiple approaches to incentivizing housing, creating flexibility and responsiveness to different scenarios and market conditions. A hybrid model would entail using selected elements of Options 1, 2, and 3, allowing the city to tailor its interventions based on the specific needs of each area and project. For example, the city might acquire land (Option 1) and then incentivize its development through a sliding-scale model (Option 2) while simultaneously addressing any infrastructure compromises through public-private partnerships (Option 3). The hybrid model provides adaptive mechanisms to ensure long-term sustainability and diverse housing stock. Will Ibershof commented on this approach's advantages, "Every piece of property has its own nuances," suggesting that a flexible hybrid strategy ensures that strategies can be customized rather than a one-size-fits-all solution.

Option 5: Establishing a Community Land Trust (CLT) to Secure Land for Future Development Strategically

The establishment of a Community Land Trust involves the municipality creating an independent non-profit organization specifically focused on acquiring and managing land for long-term affordable housing gains. The CLT model ensures lands are held in perpetuity for affordable development, providing the city with the leverage to steer specific projects towards affordability requirements without succumbing to volatile market forces. For instance, the land trust could act as a stable repository for property intended for subsidized housing, shielding it from speculative price inflation and making it accessible to NGOs interested in building affordable housing. A crucial benefit pointed out during discussions was that this setup would enable the city to leverage state and federal grants available exclusively for non-profit entities, thus attracting additional funding sources to reinforce the city's housing initiatives. Fatima Weir emphasized that establishing a CLT would entail considerable groundwork, including setting up a board and criteria for managing and disbursing lands and funds: "There will be substantial work in establishing the CLT, but the long-term benefits of securing land

for affordable housing development make it a valuable consideration.”

Additional insights from participants centered around the necessity of incorporating local preferences into incentive structures and ensuring transparency and fairness in the selection processes for developers receiving aid. Nick Snead further elaborated that any financial incentive program should consider the intricate challenges developers face, including prolonged timelines and potential market volatility. He stressed the importance of flexibility and the readiness to adapt strategies as market conditions evolve. This responsive approach heightens the attractiveness of Madras for developers while helping to meet community housing needs effectively. In conclusion, the session underscored the critical balance between offering financial incentives to stimulate development and enforcing mechanisms to ensure accountability and sustainability. Building robust, economically diverse, and inclusive neighborhoods remains an overarching goal, one that necessitates clear, data-driven, and equitable application of city resources.

IV. Additional Discussion

There was no additional discussion.

V. Adjourn Work Session

Meeting adjourned at 7:48 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

MADRAS MRC

OFFICIAL MEETING MINUTES

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, June 25, 2024

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

Chair Soliz called the meeting to order at 5:30 pm.

II. Pledge of Allegiance and Prayer

Commissioner Beaver led the Pledge of Allegiance and Mayor Lepin led the prayer.

III. Roll Call

Commission:

Chair Gabriel Soliz was present.

Commissioners Beaver, Lepin, O'Daniel, Seibold, Yoder, Walker and Weidner were present.

Commissioner Potter was absent.

Commissioners Spencer, Townsend, and Rhodes were excused.

Staff:

City Administrator Will Ibershof

Police Chief Tim Plummer

HR Director Rebecca Mock

Community Development Director Nick Snead

Senior Planner Fatima Weir

Community Development Intern Kalyan Mutukundu

Finance Director Kate Knop

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

City Recorder Keli Pollock

Visitors in Person:

Kiva Hanson, Madras Pioneer

Jamasa Sattler

Visitors on Zoom:

Ryan, Radcomp

Jake Ertle

IV. Public Comments (please limit to 3 minutes)

The Commission reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

Chari Soliz opened the floor for public comments. No public comments were received from the audience or Zoom participants. The public comment period was then closed.

V. Amend or Accept MRC Agenda

Chair Soliz noted an amendment to the agenda regarding the adjustment of the first payment date for the Initiative Brewing MRC line of credit.

Motion:	Motion to approve the agenda as amended			
Moved:	Lepin			
Seconded:	Seibold			
Ayes:	Beaver, Lepin, O'Daniel, Seibold, Soliz, Yoder, Walker, Weidner			
Nays:				
Absences:	Potter, Rhodes, Spencer, Townsend	Nays: 0	Absent: 4	Recused: 0
Passed:	8/0			

VI. MRC Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the Madras Redevelopment Commission for review, are considered routine, and will be enacted by one motion of the Commission. If separate discussion is desired, any item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. MRC Vouchers May 2024
2. Approve Minutes for July 25, 2023 MRC Meeting
3. Approve Minutes for August 8, 2023 MRC Meeting
4. Approve Minutes for September 26, 2023 MRC Meeting
5. Approve Minutes for December 7, 2023 MRC Work Session
6. Approve Minutes for the May 28, 2024 MRC Meeting

Motion:	That the consent agenda be approved as submitted.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Beaver, Lepin, O'Daniel, Seibold, Soliz, Yoder, Walker, Weidner			
Nays:				
Absences:	Potter, Rhodes, Spencer, Townsend	Nays: 0	Absent: 4	Recused: 0
Passed:	8/0			

VII. Public Hearings

1. Ertle/Starbucks Redevelopment/New Development Assistance Funding Request

Chair Soliz opened the hearing at 5:34pm.

A. Staff Report

Will Ibershof, shared that the applicant is developing a building to be rented by Starbucks. The developer faced unexpected costs related to underground utilities. The applicant initially requested \$84,500 of grant funding but is open to a reduced request of \$30,000. The MRC will need to determine the appropriate amount of funding for the project.

B. Applicant Testimony

The applicant, Jake Ertle, provided testimony outlining the project's unexpected costs citing that the initial land acquisition and development costs had significantly increased. It was noted that inaccurate assumptions made by engineers regarding underground utilities led to additional costs, which included underground power, water, and sewer improvements.

C. Proponent Testimony

There was no proponent testimony.

D. Neutral Testimony

There was no neutral testimony.

E. Opponent Testimony

There was no opponent testimony.

F. Applicant Rebuttal

There was no need for rebuttal.

G. Commission Deliberation

Commissioner questions addressed construction timelines, historical projects, and the developer's obligations towards underground utilities. They queried if the applicant was informed of these requirements at the start and discussed how new city requirements may have increased costs. The applicant confirmed that the project was under construction due to contractual obligations and timeline with Jefferson County, which imposed a deed restriction.

Discussions also explored the historical readiness and scope of similar projects in Madras, with the applicant disclosing prior constructions for Starbucks and unexpected costs driven by outdated infrastructure needing replacement. Some commissioners expressed concerns over project continuance without the grant, suggesting the project was viable regardless of MRC's financial assistance.

Further discussions revealed questions on return on investment, with some commissioners voicing support for the proposal, citing potential to attract further investment and support city goals. They argued that supporting projects like these demonstrates a commitment to aiding new developments, possibly encouraging other investors.

However, doubts surfaced regarding how the proposal aligned with the commission's mission, especially since the project would proceed without the grant. Soliz and other commissioners expressed concerns about granting funds post hoc and the alignment with the city's mission to rehabilitate blighted areas and historical buildings.

As there were further statements from the applicant regarding prior assumptions that the \$84,000 grant would be available and pending verification, decision-making was deferred to a future meeting. Staff was directed to obtain and verify documentation on initial cost estimates and past communications from the city regarding financial support expectations presented during the early project phases. The MRC will take formal action at the second public hearing on the matter that is tentatively scheduled for July, 23, 2024. Commissioners asked that staff bring back requested items at or before the July 23rd meeting.

Chair Soliz closed the hearing at 5:58pm.

2. Budget Hearing - To Approve 2024-25 MRC Budget

1. Chair Opens Hearing

Chair Soliz opened the hearing at 5:58pm.

2. Staff Report by Kate Knop, Finance Director

Director Knop highlighted key budget items including conversion to a 1-year budget and changes in expenditures and ending fund balances in various funds. The total budget was presented as \$6,379,662.

3. Comments from the Public

There was no public comment.

4. Commission Deliberations, Questions, and/or Comments

Commissioner questions and a minor formatting update to presented materials were noted. Commissioner Seibold inquired about the formatting error on one of the provided budget documents. Seibold pointed out the need to clean up the descriptive information so that the numbers would be clearly understood. Specifically, he requested that the decimal placement in the subtotal column be adjusted to avoid any confusion regarding the figures presented.

Further, there was a brief discussion among the commissioners regarding any additional questions related to the budget details. Gabriel Soliz thanked Kate Knop for her comprehensive report and acknowledged the importance of accurate presentation in financial documents to ensure clear understanding and transparency. No other substantive questions or amendments were raised by the commissioners concerning the proposed budget.

5. Chair Closes Hearing

Chair Soliz closed the hearing at 6:01pm.

6. No Action Required at this Time – Formal Action by Resolution

VIII. Regular Agenda

1. Resolution No. MRC 2024-02 Adopt 2024-2025 Budget

Kate Knop, Finance Director

Director Knop requested approval to adopt the 2024-2025 MRC budget totaling \$6,379,662. In her report, she highlighted that the budget had converted from a two-year biennial framework to a one-year annual budgetary structure. Key financial adjustments included a decrease of \$700,000 in Fund 701 for the Urban Renewal Area (URA), a reduction of \$3,600,532 in expenditures, and an increase of the ending fund balance by \$825,957. Additionally, in Fund 703, dedicated to commercial property and debt service, interest income projections were reduced. Kate emphasized that these budget changes were primarily due to the transition from a two-year to a one-year budget format. The total annual budget for the MRC now stands at \$6,379,662.

Motion:	I move to approve resolution number MRC2024-02 adopting the 2024-2025 budget.			
Moved:	O'Daniel			
Seconded:	Seibold			
Ayes:	Beaver, Lepin, O'Daniel, Seibold, Soliz, Yoder, Walker, Weidner			
Nays:				
Absences:	Potter, Rhodes, Spencer, Townsend	Nays: 0	Absent: 4	Recused: 0
Passed:	8/0			

2. Resolution No. MRC 2024-03 Line of Credit HURD

Kate Knop, Finance Director

The commission discussed extending the maturity date on the line of credit for HURD with First Interstate Bank. Kate Knop, the finance director, presented details regarding the extension. The proposal aimed to extend the maturity date to June 30, 2025, for an interest rate set at prime minus 1% for a total amount of \$1,000,000. Kate noted that this extension has been amended several times already but remains an essential resource for funding MRC projects.

Further details included an explanation that the current balance on the line of credit for HURD is \$455,000, leaving \$545,000 undisposed. Kate highlighted that First Interstate Bank is charging a \$500 fee for the loan modification. Commissioners discussed their concerns about the variable nature of the interest rate, especially given the current economic and political climate. Commissioner Mike Seibold noted that while LOCs are inherently variable, the unpredictability of prime rates adds an element of risk that cannot be ignored. Despite these concerns, he acknowledged that the extension and terms seemed necessary to ensure uninterrupted financing for upcoming projects.

In conclusion, the commission felt the extension provided enough flexibility and time to review impending projects, ensuring that MRC can adequately plan its financial strategies

moving forward.

Motion:	I move to approve resolution number MRC 2024-03.			
Moved:	Seibold			
Seconded:	Beaver			
Ayes:	Beaver, Lepin, O'Daniel, Seibold, Soliz, Yoder, Walker, Weidner			
Nays:				
Absences:	Potter, Rhodes, Spencer, Townsend	Nays: 0	Absent: 4	Recused: 0
Passed:	8/0			

3. Resolution No. MRC 2024-04 Line of Credit MURD

Kate Knop, Finance Director

The line of credit for MURD was discussed in detail during the meeting. The proposal centered around increasing the loan amount to \$2,400,000 to fund approved projects and to provide some flexibility for forthcoming projects. Kate Knop, the finance director, noted the importance of this increase, citing various initiatives such as initiative brewing, which are currently approved and underway.

Kate provided additional clarity by explaining the current status of the line of credit: out of the existing \$1,900,000, only \$223,000 had been dispersed, leaving a significant amount undispersed. This information underscored the reason for the proposal to increase the limit—to ensure sufficient funding for both existing and potential future projects. One of the commissioners sought further details on how much of the available funds were allocated versus how much remained unallocated. Kate clarified that approximately \$400,000 remained unallocated, providing about 16% of the increased amount as buffer for new opportunities.

Motion:	I move to approve resolution number MRC 2024-04.			
Moved:	Yoder			
Seconded:	Lepin			
Ayes:	Beaver, Lepin, O'Daniel, Seibold, Soliz, Yoder, Walker, Weidner			
Nays:				
Absences:	Potter, Rhodes, Spencer, Townsend	Nays: 0	Absent: 4	Recused: 0
Passed:	8/0			

4. Amendment to Initiative Brewing MRC Lines of Credit to Adjust First Payment Date

Nicholas Snead, Community Development Director

An amendment to the Initiative Brewing lines of credit was discussed in detail to adjust the first payment date. The intention was to clarify whether interest-only payments would begin on June 30, 2024, and both principal and interest payments on December 31, 2024. This discussion arose after staff reviewed audio recordings from a previous meeting and identified some uncertainty regarding the commission's original decision. The proposed amendment aimed to ensure that the first payment date is adjusted to start with interest-only payments as of June 30th, spanning through November 30th, 2024. Subsequently, both principal and interest payments would be due starting December 31, 2024. Staff requested the commission's direction for this clarification to avoid ambiguity and ensure the correct application of the loan terms. After outlining the details and seeking feedback, the commission agreed that the memo's clarification matched their collective memory and intentions from the prior debate.

Motion:	I move that the MRC amend the Initiative Brewing lines of credits to adjust first payment date as June 30, 2024, for interest-only payments, with both principal and interest payments starting on December 31, 2024.			
Moved:	Seibold			
Seconded:	O'Daniel			
Ayes:	Beaver, Lepin, O'Daniel, Seibold, Soliz, Yoder, Walker, Weidner			
Nays:				
Absences:	Potter, Rhodes, Spencer, Townsend	Nays: 0	Absent: 4	Recused: 0
Passed:	8/0			

IX. Additional Discussion

A reminder was given that there is a upcoming work session, aiming for July 10 at 5:30 PM.

X. Adjourn Commission Meeting

Meeting adjourned at 6:13 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: July 23, 2024
To: Madras Redevelopment Commissioners
From: Kate Knop, Finance Director
Through: Will Ibershof, City Administrator
Subject: MRC Vouchers for June 2024

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

OVERVIEW:

STAFF ANALYSIS:

FISCAL INFORMATION:

SUPPORTING DOCUMENTATION:

Check Register - MRC Council Report for June 2024

Report Criteria:

Report type: Summary
 Bank.Bank number = 2

GL Period	Check Issue Date	Check Number	Payee	Description	Check Amount
06/24	06/04/2024	4526	BUNKHOUSE AT CROSS KEYS LLC	Payment 2 of 5	110,000.00
06/24	06/04/2024	4527	Christiansen's Contracting Com, LLC	Wild Winds Stormwater project	2,450.00
06/24	06/04/2024	4528	Love's Travel Stops & Country Stores, In	MRC grant - payment 4 of 5	70,000.00
06/24	06/19/2024	4529	ASC Concrete Inc	Initiative Brewing Drawdown	8,597.00
06/24	06/26/2024	4530	Bend Commercial Glass and CDH	Initiative Brewing	34,190.00
06/24	06/26/2024	4531	C Potterf Construction Inc	Initiative Brewing	48,291.67
06/24	06/26/2024	4532	CARLSON TESTING INC.	Initiative Brewing - Testing	455.50
06/24	06/26/2024	4533	Gale Contractor Services	Initiative Brewing	9,470.00
06/24	06/26/2024	4534	JRP Drywall Enterprises Inc	Initiative Brewing -Drywall	47,995.00
06/24	06/26/2024	4535	Roadside Bonsai Architecture	Initiative Brewing design Administrative Servces	5,434.34
06/24	06/26/2024	4536	Singerlewak, LLP	2022-2023 Audit	1,690.00
06/24	06/26/2024	4537	Szymanski Company LLC	Initiative Brewing	25,790.00
Grand Totals:					364,363.51

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: July 23, 2024
To: Madras Redevelopment Commissioners
From: Nicholas Snead, Community Development Director
Through: Will Ibershof, City Administrator
Subject: [Ertle/Starbucks Redevelopment Funding Request \(2nd Hearing\)](#)

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the MRC approve a \$30,000 grant to Jake Ertle that will be available 30 days after issuance Certificate of Occupancy but not sooner than January 31, 2025.

OR

I move that the MRC approve a [\$ AMOUNT] grant to Jake Ertle that will be available 30 days after issuance Certificate of Occupancy but not sooner than January 31, 2025.

OR

I move that the MRC continue the public hearing to a date and time certain.

OVERVIEW:

Jake Ertle (property owner) has filed an MRC Redevelopment/New Development Assistance Program application requesting funding from the MRC to redevelop the subject properties and construct a Starbucks coffee shop with a drive through. The subject property is located in the MURD and the City has issued the required land use approvals.

Staff has reviewed the application and determined that the proposal is consistent with the approval criteria for the program. The applicant initially requested \$84,500 of grant funding but is open to a reduced request of \$30,000. The MRC will need to determine the appropriate amount of funding for the project.

The supporting files for this application may be accessed by clicking on the following links:

- [Redevelopment/New Development Application](#)
- [Findings of Compliance](#)
- [7, 10, and 13 year Return on Investment Calculations](#)
- [South Madras Gateway Property RFEI](#)

On June 25, 2024 the MRC held the first of two public hearings on the proposal. At the first public hearing the applicant questioned why the change in the amount of funding that would be available for the project. Staff did not have that information available. However, this staff report contains that information. At the July 23, 2024 the MRC will hold the second of two public hearings and will

accept testimony from the applicant and the public. The MRC can take one of the following actions at the July 23, 2024 meeting:

1. Take formal action to approve a specified amount of grant funding for the project
2. Continue the public hearing to a specific date and time

STAFF ANALYSIS:

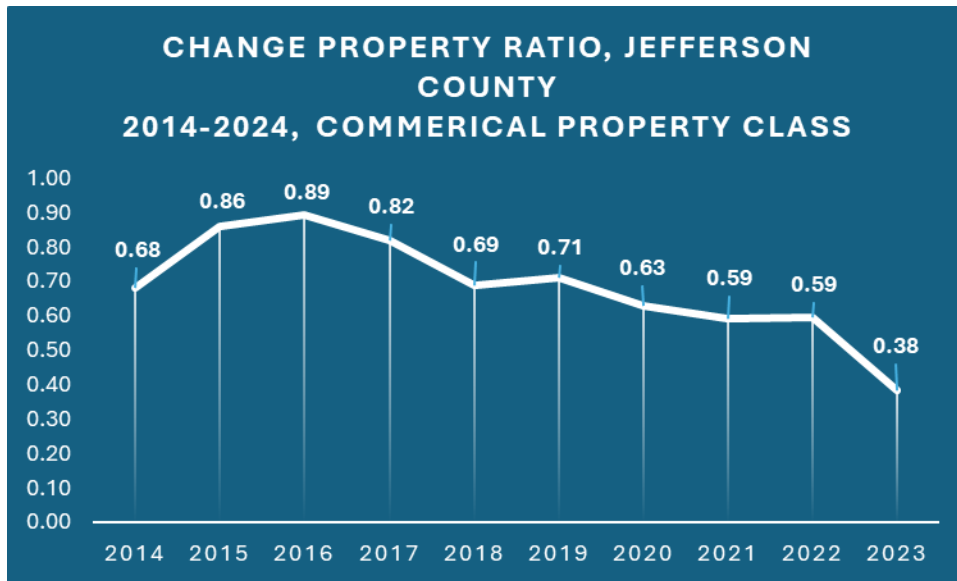
The applicant is requesting funding to construct a 2,460 sq. ft. Starbucks (Figure 2 below) with a drive-through and outdoor seating. The subject properties are located at the South Y on Highway 97. The subject properties are identified as tax lots 6600, 6700, 6790, 6801, and 7000 on Jefferson Co. Assessor's Map No. 11-13-11DD (see Figure 1 below).

Staff finds the total existing Real Market Value for the subject properties to be \$408,250 and the total existing Assessed Value to be \$351,380 and the proposed Real Market Value of the development to be \$1,405,000. The current Change Property Ratio (CPR) for FY 23-24 is .38443, which is low and changes annually. It's for this reason that value of the proposed development and associated property taxes that will be paid as a result of the development are affected greatly by the CPR that is established annually by the Jefferson County Assessor.

Staff notes that the Change Property Ratio (CPR) is the method in determining how new improvements to a property are assessed. Due to Ballot Measure 50 passed by the Oregon voters in 1997, the Real Market Value (RMV) of a property is multiplied by the Changed Property Ratio to determine the maximum amount of value that taxes for the new development are based on. The purpose of the Changed Property Ratio (CPR) is to provide new property with the same benefit as existing property under Measure 50. The CPR is calculated every year by the County Assessor by dividing the average Maximum Assessed Value of all unchanged properties in a county by the average Real Market Value of all unchanged properties in a county in the same property classification (i.e. residential, commercial/industrial, multi-family, and rural). For additional information on how the CPR is calculated and how it affects property tax assessment and revenues to taxing districts, click on the links in the footer of this page.

The CPR for commercial property varies year to year. In Figure 4 below the variability of the CPR is shown between 2014 to 2024. It is noted that the CPR for 2023 is .38 for commercial property. This means if someone built a new commercial development in 2023 valued at \$500,000, only \$190,000 ($500,000 \times .38 = 190,000$) of the value is taxable, and thereby subject to the MURD tax rate of \$15.0093. This is to say approximately 38% of the taxable value of a property is subject to the taxing district's tax rate. It is for this reason, the amount of grant funding for this project is comparatively low for a 7, 10, and 13 year ROI based on keeping the CPR constant over time (Table 3 below).

Figure 4. Jefferson County CPR Commercial Property Class, 2014-2024.



Responding to questions from the first public hearing on June 25, 2024 about why the potential investment from the MRC has changed, there have been changes in New Development Assistance Program and in the investment factors. Second, the Change Property Ratio (CPR) and MRC refinancing assumptions have also had a significant impact on the project. As shown in Figure 4 above, between 2019 and 2023 the CPR declined 46%. In essence, the MRC will collect 46% less in property tax revenue (tax increment) which it may use to invest in a project. Additionally, in Table 1 below, the assumptions that staff has made on refinancing of the MRC's Line of Credit into a Bond to fund projects have changed. Specifically, the assumed interest rate for Bond refinance has changed from 4% to 8%. This affects the ROI calculation because the calculation takes into account the cost of funding the MRC awards a project.

Table 1. Investment Factors for Starbucks Development, 2021-2024.

Investment Factors	1/20/2021	1/9/2023	6/14/2024
Consolidated Tax Rate (MURD)	\$ 15.00093	\$ 15.0093	\$ 15.0093
Commercial/Industrial CPR	0.6270	0.5949	0.38443
RMV of Improvement	\$ 750,000	\$ 750,000	\$ 1,405,000
Existing Land RMV	\$ 450,000	\$ 450,420	\$ 408,250
Refinance Year	2021	2025	2024
Term (years)	20	20	20
Interest	4%	3%	8%
Finance Fee	2%	2%	2%
7 Year ROI	\$ 35,000	\$ 35,000	\$ 13,000
10 Year ROI	\$ 60,000	\$ 60,000	\$ 20,000
12 Year ROI	\$ 85,000	\$ 75,000	\$ 30,000**

**\$30,000 investment from the MRC represents a 13 ROI.

The applicant has proposed land and building improvements valued at \$1,405,000. The proposed development will generate tax increment for the MURD. Based on the assumptions that the MRC will refinance their Line of Credit into a bond in 2024 at 8% interest for a 20-year tax-exempt bond with a 2% financing fee, the proposed \$1,405,000 developer requesting a \$30,000 grant from the MRC will produce a 13-year Return on Investment (ROI) with a .38 CPR being held constant. Again, staff notes the CPR changes annually but it is also not known how the CPR will change in future years. Therefore, the 13-year ROI is conservative.

Staff recognizes that the MRC is working on refinancing its Line of Credit into a 20-year tax exempt bond. As part of the consideration of funding for this project, the MRC can determine when funding becomes available to the applicant. For example, the MRC may specify that their funding is available within 30 days of Certificate of Occupancy (C of O) being issued or sometime thereafter. A delayed payment of the grant funding will ease short-term capital access constraints while affording the MRC to allocate funding for this and other projects. Staff suggests that the MRC identify that any grant funding be issued to the applicant after C of O is issued but no sooner than February 1, 2025.

Figure 1. Aerial Photograph of Subject Property.

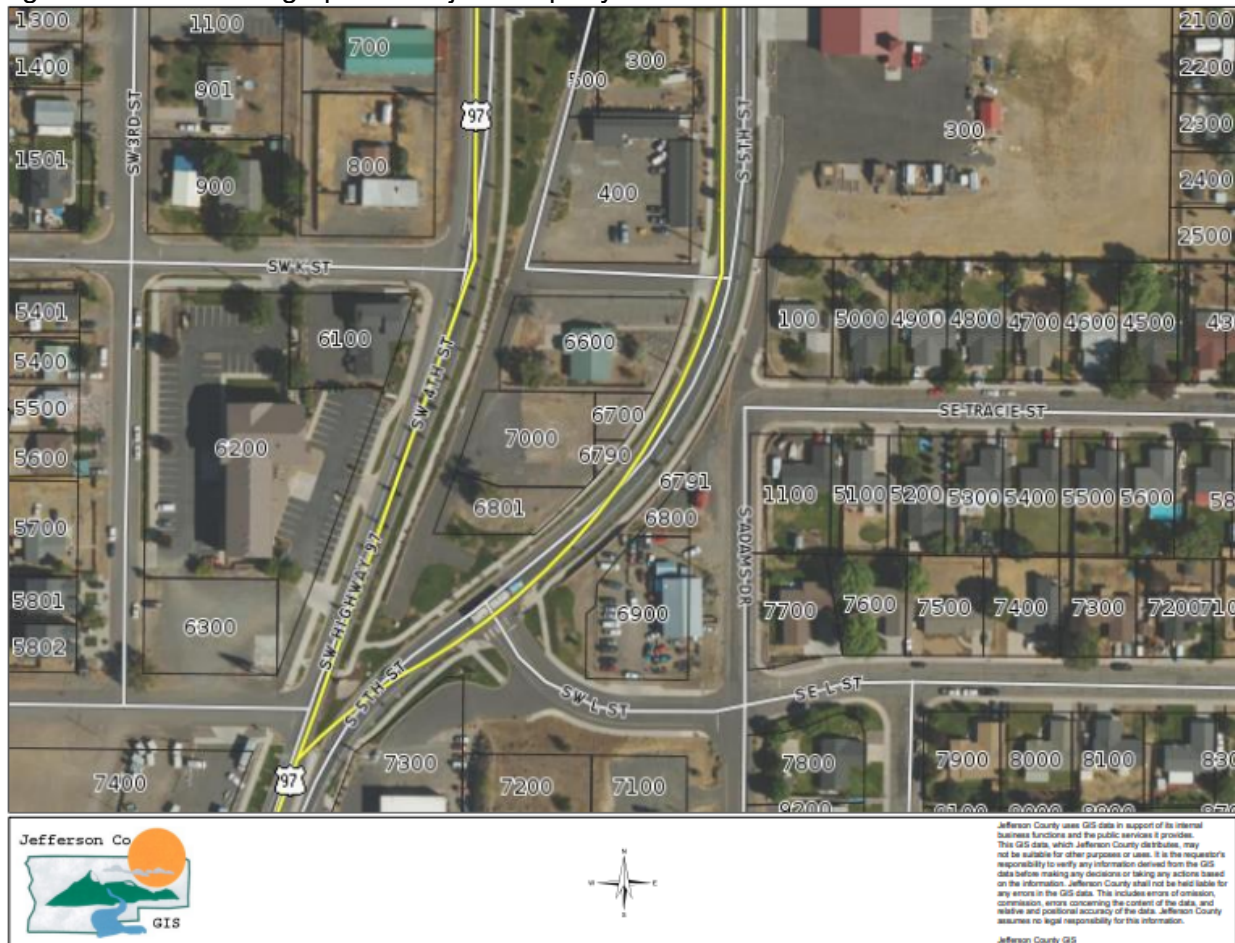


Figure 3. East & North Elevations.



Staff has reviewed the application and has prepared factually based findings of compliance and has concluded that the application is consistent with the approval criteria for the MRC's Redevelopment/New Development Assistance Program and therefore eligible for MRC funding for the project.

Staff also reviewed the application's consistency with the MRC's Urban Renewal Action Plan and debt financing strategy. Additionally, staff has estimated the Return on Investment for the project based on a \$30,000 grant funding request. Specifically, staff has determined that the 2016 URAP identifies:

"A set of specific criteria informs the Plan's phasing and determines how resources will be expended. MRC developed an initial set of criteria that incorporated the situation assessment findings, community input, and priorities. The criteria articulate a set of near-term outcomes that are needed in the URD. Over time, as the financial situation stabilizes and if the feasibility for new development changes, different criteria can guide the next set of investments for Madras. Any project that the MRC invests in during the near-term should:

- ***Generate tax increment.*** *The investment will generate more tax increment revenue than the public investment required.*
- ***Support development on an underutilized or vacant site.*** *The investment represents a timely opportunity for investment on a previously underutilized site.*
- ***Catalyze additional redevelopment.*** *The investment is likely to spur additional development on other sites that will not require public investment."*

[Pg. 23, URAP, 2016]

https://www.jacksoncountyor.gov/departments/assessor/taxes/tax_time/ratio_study_and_changed_property_ratio.php#:~:text=The%20changed%20property%20ratio%20is,by%20their%20real%20market%20value.

<https://www.hoodrivercounty.gov/changed-property-ratio>

FISCAL INFORMATION:

\$13,000-\$30,000 depending on MRC action. Funding would also become available based on MRC action.

SUPPORTING DOCUMENTATION:

See hyperlinks herein.

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: July 23, 2024
To: Madras Redevelopment Commissioners
From: Nicholas Snead, Community Development Director
Through: Will Ibershof, City Administrator
Subject: [Sagebrook Subdivision, Phase 1 & 2, HURD New Housing Development Assistance Funding Request.](#)

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the MRC approve the requested grant funding for the lots in Phases 1 and 2 in the Sagebrook Subdivision comprising seven years of paid property taxes for each dwelling constructed and direct staff to coordinate the preparation of the appropriate grant agreement by the City Attorney for the MRC to approve at a future meeting.

OR

I move that the MRC continue to the public hearing to a date and time certain.

OVERVIEW:

Wood Hill Homes, LLC (applicant) is the developer of the Sagebrook subdivision. This is a 234 lot, four phase subdivision south of Loucks Road, east of Highway 97 that will include both single-family detached and attached dwellings. The applicant has filed an application, and subsequently revised the application, to requesting 100% of the Tax Increment generated in Phases 1 and 2 of the subdivision (94 lots). Staff finds the request is consistent with the MRC's New Housing Development Assistance Program. This application requires a Type III review process, as identified in the application packet, which requires two public hearings to be held by the MRC. At the second public hearing, the MRC may take formal action on the proposal. The MRC held the first public hearing on May 28, 2024. The second public hearing to be held on July 23, 2024. At the July 23, 2024 public hearing, the MRC will receive a report from staff, overview of the funding request from the applicant, and accept public comments.

The supporting files for this application may be accessed by clicking on the following links:

- [Sagebrook Subdivision New Housing Development Assistance application \(Phase 1\)](#)
- [Sagebrook Subdivision Phase 2 documentation](#)
- [Findings of Compliance](#)

STAFF ANALYSIS:

Staff notes that the Phase 1 of the subdivision has been platted (infrastructure constructed) and lots are able to be developed with dwellings. Construction of dwellings has started. The applicant has started construction of the Phase 2 infrastructure pursuant to recording the plat that will allow

new dwellings to be constructed. Staff anticipates the MRC to question why the applicant has filed an application for funding assistance from the MRC after housing construction has started.

The staff cannot likely answer this question to the satisfaction of the Commission. However, staff notes that the applicant has been working with Lenar Homes to design and construct the homes on lots within Phase 1. There have been conflicts related to the City's Development Code that took time to resolve. Additionally, staff and the City Attorney have been working on drafting an Agreement for this project.

The significant changes in City staff have caused the City Attorney to revise the draft Agreement several times to address concerns regarding the difficulty in processing the annual payment requests from applicants. Finally, staff had provided the Program packet to the applicant on several occasions, and it wasn't submitted prior to housing construction starting. In summary, each project is different, complicated in different ways, and housing development is challenging currently, given interest rates hovering around 8% and many residential subdivisions are privately financed instead of by a commercial bank.

Staff estimates the 94-lot development, in phase one and two, will receive between \$789,600 to \$987,000 that would be paid to the applicant over seven years. Based on the FY 22-23 Annual Report for the HURD, the Maximum Indebtedness for the District to be about \$38 million of the \$39 million for the District. Therefore, the funding requested will not create any problems for the District's Maximum Indebtedness. In terms of availability of capital to fund the project, staff estimates that the seven annual payments to be between \$43,181 to \$54,000.

This assumes that all 36 dwellings in Phase 1 of the subdivision are completed in one year. If that assumption doesn't occur, then the first several annual payments will be smaller and the last payments will be larger, but in no case will the total annual incentive payments exceed 100% of the tax increment for all 94 lots for seven years. The MRC is currently working on refinancing its Line of Credit into a 20-year tax exempt bond. Staff anticipates that this refinancing will be complete prior to the first annual payment to the developer. Therefore, staff finds that it is reasonable to assume that the MRC's Line of Credit has the capacity to fund the project.

The applicant has submitted information that identifies that homes within Phase 1 of the subdivision will be priced between \$290,000 and \$340,000. This information will determine whether the dwellings will enjoy the City's reduced SDCs based on the sales price of the home. The City's current SDCs for a single-family detached dwelling is \$10,562.00. As currently approved by the City Council, homes priced over \$288,368 will have their SDCs reduced by 25% (\$2,640.50). Homes priced under \$288,368 will have the SDCs reduced by 50% (\$5,281). Staff does not expect that the developer will sell any homes at that price point.

The City's reduced SDCs and Tax Increment from the HURD, if approved by the MRC, comprise the incentives available for the development.

FISCAL INFORMATION:

Staff estimates the total fiscal impact to the HURD to be a total of \$789,600 to \$987,000 that would be paid to the applicant over seven years.

SUPPORTING DOCUMENTATION:

See hyperlinks herein.

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: July 23, 2024
To: Madras Redevelopment Commissioners
From: Nicholas Snead, Community Development Director
Through: Will Ibershof, City Administrator
Subject: [Annual Assessment of MRC Programs](#)

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the MRC direct staff to revise the programs as identified by staff and present the final draft of the changes to each program to the MRC for approval at a future meeting.

OVERVIEW:

In 2023, the MRC requested staff formalize existing and create new urban renewal programs for the MURD and the HURD. Staff presented an overview of the assessment of existing programs at the August 8, 2023 MRC meeting and later presented the revised and new programs for the MRC to formally approve at the October 10, 2023. In so doing, staff recommended that the MRC review their programs annually to ensure their effectiveness. At the July 23, 2024 MRC meeting staff will provide an overview of the annual assessment of the MRC's programs for both the MURD and HURD.

STAFF ANALYSIS:

The MRC has the following nine (9) programs that have been established to remove the blight in the MURD and the HURD.

- [Design Assistance Grant Program](#)
- [Paint Improvement Grant Program](#)
- [Public Art Program](#)
- [Sidewalk Grant Program](#)
- [Window Display Improvement Program](#)
- [Building Improvement & Adaptive Reuse Program](#)
- [Redevelopment-New Development Program](#)
- [New Housing Construction Assistance Program](#)
- [Property Acquisition & Disposition Program](#)

Table 1. below identifies the programs and the changes recommended by staff with respect to the scope, approval criteria, administration, and the review process.

Table 1. Summary of Recommended MRC Program Changes.

Program	District	Scope	Approval Criteria	Admin
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Design Assistance	MURD	Clarify grant funds are paid directly to design professional. Required work products for grant funding (conceptual design drawings, construction cost estimate, & professional design fees).		Provide eligible p
Paint Improvement Grant	MURD	Clarify that the required 3-4 color scheme is to be distinguishable from the adjacent buildings.		
Public Art Program	MURD			
Sidewalk Grant Program	MURD			
Window Improvement Grant	MURD	Clarify that eligible windows are those facing the primary street serving the property.		
Building Improvement-Adaptive Program	MURD		Require construction commencement deadline or funding no longer available.	Add sub deadline reviews 1st Hear
Redevelopment/New Development Assistance Program	MURD		Require construction commencement deadline or funding no longer available.	
New Housing Construction Assistance Program	HURD		Program changes are recommended to be consistent with updated Housing Action Plan recommendations. -Require construction commencement deadline or funding no longer available.	Estimate construc (minimum maximum) Require identify h affordability workforc
Property Acquisition & Disposition Program	MURD & HURD		Require construction commencement deadline or transaction voids.	

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

See hyperlinks herein.

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: July 23, 2024
To: Madras Redevelopment Commissioners
From: Kate Knop, Finance Director
Through: Will Ibershof, City Administrator
Subject: Madras Redevelopment Commission (MRC) Engagement Letter for Audit of the Financial Statements

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Approve the MRC Letter with Singer Lewak for Audit and Nonaudit services for June 30, 2024.

OVERVIEW:

The engagement letter is for Singer Lewak services, which includes the MRC's audit for June 30, 2024, and nonaudit services including drafting the financial statements, proposing conversion entries for full accrual accounting, and submission of data collection form.

STAFF ANALYSIS:

The engagement letter confirms acceptance and understanding between Singer Lewak and the management team pertaining to responsibilities for the June 30, 2024, Audit, and nonaudit services.

FISCAL INFORMATION:

The professional fees for the services is \$5,340 for the financial statements audit, and budgeted in the general fund.

SUPPORTING DOCUMENTATION:

Singer Lewak Engagement Letter for the MRC.

June 25, 2024

Board of Commissioners
Madras Redevelopment Commission
125 SW E Street
Madras, Oregon 97741

The Objective and Scope of the Audit of the Financial Statements

You have requested SingerLewak LLP (“SingerLewak”, “we”, “us”, or “our”), audit Madras Redevelopment Commission’s (the “Commission”, “you” or “your”) governmental activities, and each major fund as of and for the year ending June 30, 2024, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (“Engagement Letter”).

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

Accounting principles generally accepted in the United States of America, (“U.S. GAAP”) as promulgated by the Governmental Accounting Standards Board (“GASB”) require that certain information, as listed below, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (“RSI”) in accordance with auditing standards generally accepted in the United States of America, (“U.S. GAAS”). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information or consistency with management's response to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis

We will subject the following RSI to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the RSI to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAP. We intend to provide an opinion on the following RSI in relation to the basic financial statements as a whole:

- General fund budgetary schedules
- Major special revenue funds budgetary schedules

Supplementary information other than RSI will accompany the Commission's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or the basic financial statements themselves, and additional procedures in accordance with U.S. GAAP. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole.

- Individual Fund Schedules

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the Commission and its environment, the applicable financial reporting framework, and the Commission's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Consider the Commission's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Commission's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will also communicate to the Board of Commissioners (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”).

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the Commission complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Commission involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Commission received in communications from employees, former employees, analysts, regulators, vendors, customers or others.

Management is responsible for the preparation of the RSI which U.S. GAAP requires to be presented to supplement the basic financial statements.

Management is also responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditor’s report on the supplementary information in any document that contains the supplementary information and will indicate that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor’s report thereon.

The Board of Commissioners is responsible for informing us of its views about the risks of fraud within the Commission, and its knowledge of any fraud or suspected fraud affecting the Commission.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledges and understands that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within the Commission from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the Commission's financial statements. Our report will be addressed to the Board of Commissioners of the Commission. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the Commission's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the Commission's financial statements, we will also issue a report on the Commission's compliance with the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Commission's books and records. The Commission will determine that all such data, if necessary, will be so reflected. Accordingly, the Commission will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Commission personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Kate Knop, Finance Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Nonaudit Services

In connection with our audit, you have requested us to perform the following nonaudit services:

1. Draft financial statements.
2. Proposing conversion entries for full accrual accounting, for financial reporting purposes only, based on information provided by management.

A critical component of our determination is consideration of management's ability to effectively oversee the nonaudit services to be performed. The Commission has agreed that Kate Knop, Finance Director, possesses suitable skill, knowledge or experience and that the individual understands the nonaudit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the Commission agrees to the following:

1. The Commission has designated Kate Knop, Finance Director, as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. Kate Knop, Finance Director, will assume all management responsibilities for subject matter and scope of all non-audit services;
3. The Commission will evaluate the adequacy and results of the services performed; and
4. The Commission accepts responsibility for the results and ultimate use of the services.

Fees and Costs

Our professional fees for the services described above are \$5,340 and are based upon the value of the services performed and the time required by the individuals assigned to the engagement.

In addition to our professional fees, we will bill expenses including, but not limited to, report processing, local and out-of-town travel, meals, courier services, parking, support services, fees for services from other professionals as required, etc.

Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Commission personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

The payment schedule for the aforementioned services is as follows:

First progress billing	July 1st	\$	1,780
Second progress billing	Completion of Fieldwork		1,780
Final billing	Delivery of Audit		1,780
Total		\$	<u>5,340</u>

Upon our notice to you, we reserve the right to cease all work on your account(s), regardless of the nature of the work, for your nonpayment of delinquent balances owed to us. Such cessation will continue until your account or accounts are brought current. If it should become necessary to assign your account(s) for collection, you will be responsible for attorney fees and costs, as well as for interest at the legal rate.

Use of Third-Party Products

We may provide services to you using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent SingerLewak gives the Commission access to a Third-Party Product in connection with the services contemplated herein, the Commission agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Commission shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the Commission, or any user to whom the Commission grants access to such Third-Party Product. The Commission agrees to indemnify and hold SingerLewak harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including reasonable legal fees, expenses, and costs), and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the Commission, or any user to whom the Commission grants access to such Third-Party Product.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of SingerLewak. For the purposes of this Engagement Letter, the term “Audit Documentation” shall mean the confidential and proprietary records of SingerLewak’s audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by SingerLewak for the Commission under this Engagement Letter, or any documents belonging to the Commission or furnished to SingerLewak by the Commission.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable SingerLewak policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in SingerLewak’s form. SingerLewak reserves the right to decline a successor auditor’s request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Commission, the Commission will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

The Commission and SingerLewak both agree that, except as provided below, any dispute over fees charged by SingerLewak to the Commission will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final; however, SingerLewak shall have the option to have any dispute that is within the jurisdiction of Small Claims Court heard in said court. **IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE AND JURY AND INSTEAD IS ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.**

Because SingerLewak will rely on the Commission and its management and Mayor and the Members of the Commission Council to discharge the foregoing responsibilities, the Commission agrees to indemnify, hold harmless and release SingerLewak and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Commission’s management.

THE COMMISSION AND SINGERLEWAK AGREE THAT NO CLAIM ARISING OUT, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ENGAGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY SINGERLEWAK OR THE DATE OF THIS ENGAGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL SINGERLEWAK OR THE COMMISSION, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE “COVERED PARTIES” AND EACH INDIVIDUALLY, A “COVERED PARTY”), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A COVERED PARTY’S INDEMNIFICATION OBLIGATIONS UNDER THIS ENGAGEMENT LETTER, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ENGAGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY’S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE COMMISSION TO SINGERLEWAK UNDER THIS ENGAGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO, RELIEVE THE COMMISSION OF ITS PAYMENT OBLIGATIONS TO SINGERLEWAK UNDER THIS ENGAGEMENT LETTER.

Confidentiality

SingerLewak and the Commission may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, SingerLewak and the Commission agree as the recipient of such Confidential Information (the “Receiving Party”) to keep strictly confidential all Confidential Information provided to it by the disclosing party (the “Disclosing Party”) and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, SingerLewak is permitted to disclose the Commission’s Confidential Information to SingerLewak’s personnel, agents, and representatives to provide the services or exercise its rights under this Engagement Letter or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, “Confidential Information” means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter.

As used herein, the term “Confidential Information” will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party’s possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Disclosing Party’s Confidential Information.

The Receiving Party will treat the Disclosing Party’s Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Engagement Letter.

Notwithstanding anything stated to the contrary in this Engagement Letter, the Commission consents to SingerLewak: (i) using any information or data, including Confidential Information and Personal Information, provided by or on behalf of the Commission, or otherwise obtained by SingerLewak, in connection with the services provided under this Engagement Letter, to provide the Commission with professional services under any other professional services agreement the Commission enters into or has entered into with SingerLewak; and (ii) using any information or data provided by or on behalf of the Commission, or otherwise obtained by SingerLewak, in connection with professional services provided by SingerLewak under another professional service agreement SingerLewak has entered into with the Commission, including confidential, personal, or other protected information, to provide the services under this Engagement Letter to the Commission.

Preexisting Nondisclosure Agreements

In the event that the parties have executed a separate nondisclosure agreement, such agreement shall be terminated as of the effective date of this Engagement Letter and the terms of this Engagement Letter shall apply to the treatment of information shared by the parties hereto.

Data Protection Compliance

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this Engagement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 (“HIPAA”), classified, marked or unmarked controlled unclassified information (“CUI”) subject to the National Industrial Security Program Operating Manual (“NISPOM”) or the Defense Federal Acquisition Regulation Supplement (“DFARS”), or export controlled data subject to Export Administration Regulations (“EAR”) or International Traffic in Arms Regulations (“ITAR”). Unless otherwise expressly agreed upon and specified in writing by SingerLewak and the Commission, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

SingerLewak and the Commission acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

Information Security – Portal Access and Use

SingerLewak will create individual logon accounts for those Commission employees who need access to iChannel, RIVIO, and Suralink (the “Portals”). Each account will have access only to those document areas requested by the Commission. (SingerLewak strongly recommends the Commission establish a policy that logon information not be shared with others.) In order to maintain security, the Commission agrees to designate a single individual as the authorized person to contact the Firm to request employee logons. The initial designee is Kate Knop, Finance Director. All initial logon information will be transmitted to the designee by e-mail and passwords will then be changed by the Commission’s employees.

The Commission acknowledges that the use of username and password is an adequate form of security. The Commission is solely responsible for (1) authorizing, monitoring, controlling access to, and maintaining the strict confidentiality of each employee's username and password; (2) not allowing another person to use an employee's username or password; (3) any charges or damages that may be incurred as a result of the Commission's neglect to maintain the strict confidentiality of an employee's username and password; and (4) promptly informing SingerLewak in writing of any need to deactivate a username due to security concerns or otherwise. SingerLewak is not liable for any harm related to the misuse or theft of usernames or passwords, disclosure of usernames or passwords, or the Commission's authorization to allow another person or entity to access and use the Portals using an employee's username or password. The Commission shall immediately notify SingerLewak of any unauthorized use of an employee's username or password and any breach of confidentiality. Until SingerLewak receives this notification from the Commission, the Commission will be held liable for any harm ensuing from the use of an employee's username on the Portals.

The Commission agrees to notify SingerLewak via email at bbingenheimer@singerlewak.com in writing when an individual logon account is to be terminated. SingerLewak will make every effort to confirm and terminate access within 5 business days. However, the Commission cannot be assured that access has been terminated until the Commission receives an email confirmation of termination.

You agree that SingerLewak has no responsibility for the activities of RIVIO and Suralink and agree to indemnify and hold SingerLewak harmless with respect to any and all claims arising from or related to the operation of RIVIO and Suralink.

Personal Information

As used herein, the term "Personal Information" means any personal information, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or government-issued identification card numbers, and health information.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of Commission-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

You may terminate this Engagement Letter for any reason upon fifteen (15) days prior written notice to us. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of SingerLewak, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Engagement Letter will no longer apply. In order for us to recommence work, the execution of a new Engagement Letter will be required.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Notwithstanding anything stated to the contrary in this Engagement Letter, the Commission acknowledges and consents that we also may utilize Confidential Information and Personal Information to (i) improve the quality of our services and offerings and/or (ii) develop or perform internal data analysis or other insight generation. Information developed in connection with these purposes may be used by us to provide services or offerings. We will not use your Confidential Information or Personal Information in a way that would permit the Commission or an individual to be identified by third parties without your prior written consent.

The Commission agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the Commission agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering. Our association with an official statement is a matter for which separate arrangements may be necessary. The Commission agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. If, based on our review, we identify no material inconsistencies with our audit, or other misstatements of fact, we will promptly communicate in writing to the Commission that we do not object to the inclusion of our report in the offering documents. In the event our auditor/client relationship has been terminated when the Commission seeks such consent, we will be under no obligation to grant such consent or approval.

We agree that our association with any proposed offering is not necessary, providing the Commission agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Commission agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

SingerLewak LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein any procedures on the financial statements addressed in that report.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of you employment of one of our partners, principals or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The Commission shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States or Canada. The Commission shall not knowingly cause SingerLewak to violate any sanctions applicable to SingerLewak. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Notices

Unless otherwise expressly agreed upon by the parties in this Engagement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Engagement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Engagement Letter) sent by the Commission to SingerLewak shall also be sent to the following address: Chief Operating Officer, SingerLewak LLP, 10960 Wilshire Boulevard, Suite 1100, Los Angeles, CA 90024. Except as otherwise expressly provided in this Engagement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Oregon, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter constitutes the complete and exclusive statement of agreement between SingerLewak and the Commission, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Engagement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

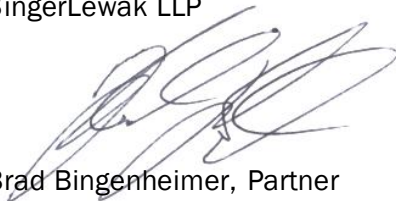
Please sign and return a copy of this Engagement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

AGREED TO AND ACKNOWLEDGED BY:

SingerLewak LLP



Brad Bingenheimer, Partner

Confirmed on behalf of Madras Redevelopment Commission:

Will Ibershof, City Administrator

Date

**MADRAS URBAN RENEWAL AGENCY
Request for Commission Action**

Meeting Date: July 23, 2024
To: Madras Redevelopment Commissioners
From: Nicholas Snead, Community Development Director
Through: Will Ibershof, City Administrator
Subject: [Update on MRC Property Disposition.](#)

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

No formal action requested.

OVERVIEW:

The MRC owns two properties and the Commission has requested an overview of the properties and disposition efforts. Staff will provide a brief presentation (see link below) and welcomes discussion and guidance from the Commission regarding how to effectively leverage the MRC's properties for redevelopment.

- [Update on MRC Property Disposition presentation](#)

STAFF ANALYSIS:

See presentation.

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

See hyperlink herein.

**MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES**

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, December 12, 2023

CITY COUNCIL AGENDA

I. Call Meeting to Order

Mayor Lepin called the meeting to order at 6:07 pm.

II. Roll Call

Council:

Mayor Mike Lepin was present.

Councilors Seibold, Soliz, Townsend, Yoder, and Walker were present.

Councilor Spencer was excused.

Staff:

City Administrator Will Ibershof

Police Chief Tim Plummer

Community Development Director Nick Snead

Associate Planner Fatima Taha

Interim Finance Director Rose Vanderschaegen

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

City Recorder Keli Pollock

Visitors in Person:

Chief Blake

Debbie Taylor

Trevorr Beaver

Kim Schmith

Les Weidner

Will O'Daniel

Chris Tatro

Visitors on Zoom:

Pat Kruis

III. Public Comments (please limit to 3 minutes)

The Council reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

There was no public comment.

IV. Amend or Accept Regular Agenda

Remove Visitor Presentation No. 1 - Best Care Presentation on Coalition for Prevention

Add Item No. 1 to Regular Agenda - Jefferson County Fire and EMS Letter of Support

Motion:	That we move to accept the agenda changes as proposed.		
Moved:	Seibold		
Seconded :	Walker		
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker		
Absences	Spencer	Nays: 0	Absent: 1 Recused: 0

Passed:	5/0						

V. City Council Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the City Council for reading and study, are considered routine, and will be enacted by one motion of the Council. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. Liquor License Application

Motion:	That the consent agenda be approved as submitted.				
Moved:	Seibold				
Seconded:	Soliz				
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker				
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0	
Passed:	5/0				

VI. Visitor Presentation(s)/Proclamations

~~1. Best Care Presentation on Coalition for Prevention~~

2. Operation Rudolph

Kim Schmith introduced Operation Rudolph and provided an overview of the program’s impact, funding needs, and current challenges. She requested funding support from the council.

Motion :	I move that we give \$2,000 to Operation Rudolph.				
Moved :	Townsend				
Seconded:	Walker				
Ayes:	Seibold, Townsend, Yoder, Walker				
Abstain:	Soliz				
Absences:	Spencer	Nays: 0	Abstain:1	Absent: 1	Recused: 0
Passed:	4/0				

VII. Regular Agenda

1. Recommendation to Appoint Candidates to MRC

Keli Pollock, City Recorder

City Recorder Keli Pollock presented the recommendation to appoint Trevorr Beaver, Will O'Daniel, and Les Weidner to fill vacant positions in the Madras Redevelopment Commission.

Motion:	I move that the council accept the recommendation of the MRC to appoint Trevor Beaver, Willow Daniel, and Les Weidner to fill vacant positions in the Madras Redevelopment Commission term beginning January 1, 2024, and ending December 31, 2026.				
Moved:	Seibold				
Seconded:	Walker				

Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

2. Resolution 23-2023 the installation of "No Parking" signs on Hall Road

Jeff Hurd, Public Works Director

Director Jeff Hurd introduced the resolution to install 'No Parking' signs on Hall Road to address safety and congestion concerns. Council members discussed the necessity, potential cost, and alternative actions before deciding.

Motion:	I move that we approve Resolution 23-2023 with the addition of no littering included in the sign verbiage.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

3. Resolution No. 24-2023 a Resolution of the City of Madras for a city-initiated annexation of approximately 42 acres comprising a portion of city-owned real property identified as Jefferson County Assessor's Map and Tax Lot 1114070000100 and authorization for City to make application for a corresponding Urban Growth Boundary amendment

Nicholas Snead, Community Development Director

Director Snead presented a city-initiated annexation request to include approximately 42 acres of city-owned property for better utilization and future development.

Motion:	I move to approve Resolution No. 24-2023, a resolution of the City of Madras for a city-initiated annexation of approximately 42 acres comprising a portion of city-owned real property identified as Jefferson County Assessor's Map and Tax Lot 1114070000100 and authorization for a city to make an application for a corresponding urban growth boundary amendment.			
Moved:	Townsend			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

4. Resolution No. 25-2023 Fee Schedule for Year 2023-2024

Rose Vanderschaegen, Senior Account Analyst

Interim Finance Director Rose Vanderschaegen discussed the updates made to the fee schedule for clarity and removing odd-figure discrepancies. An error concerning the Nuisance Enforcement Fee was identified and addressed for future adjustments. The motion was passed with a note to bring the fee schedule back for review.

Motion:	I move that the city council approve Resolution No. 25-2023, making the change of not removing the Nuisance Enforcement Fee, but approving everything else as submitted.			
Moved:	Seibold			

Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

5. **Ordinance No. 982, an Ordinance of the City of Madras amending Ordinance No. 975, an Ordinance of the City of Madras annexing approximately 15.5 acres of land located west of Highway 26 and north of Oak Street and assigning City Zoning designations to properties within the annexed territory**

Nicholas Snead, Community Development Director

Nick Snead presented an amendment to Ordinance No. 975 to incorporate approximately 15.5 acres of land located west of Highway 26 and north of Oak Street.

A. Opportunity for public to present questions and/or comments.

There were no comments or questions from the public.

B. Motion to read Ordinance by title only.

Motion:	I move to read Ordinance 982 by title only.			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

C. City Attorney or their designee will read Ordinance by title only.

Director Snead read Ordinance 982 by title only.

D. Opportunity for Council to present questions and/or comments.

There were no questions or comments from Council.

E. Motion to approve and adopt Ordinance (if Council so chooses).

Motion:	I move to approve Ordinance No. 982			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

F. City Recorder takes a roll call vote.

Keli Pollock took a roll call vote, motion passed unanimously.

6. **Authorization to Submit OEM State and Local Government Cybersecurity Grant Application**

Nicholas Snead, Community Development Director

Nicholas Snead requested formal authorization to submit a cybersecurity grant application to Oregon Department of Emergency Management.

Motion:	I move that the city council authorize the City Administrator to sign the state and local government cybersecurity grant application to the Oregon Department of Emergency Management.			
Moved:	Townsend			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

7. **Approval of IGA between the City of Madras and the Jefferson County Fire District #1 for Fee Collections**

Nicholas Snead, Community Development Director

Director Nick Snead presented an IGA for collaborative fee collections between the city and Jefferson County Fire District #1 to streamline processes for developers.

Motion:	I move that the city council approve the IGA between the City of Madras and the Jefferson County Fire District #1 for fee collections.			
Moved:	Soliz			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

8. Approval of iWorQ Systems Agreement for Electronic Application Software

Nicholas Snead, Community Development Director

Nicholas Snead introduced a new software contract with iWorQ Systems to enhance online submission capabilities for land use applications, business licenses, and more.

Motion:	I move the city council approve iWorQ Systems agreement for electronic application software.			
Moved:	Townsend			
Seconded:	Seibold			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

9. Grant Writer Contract Award

Nicholas Snead, Community Development Director

Nicholas Snead presented the recommendation to award a grant writing services contract to Global Grant Services, highlighting their success rate and cost-efficiency proven over the past two years.

Motion:	I move that the city council award a professional services agreement contract to Global Grant Services for grant writing services.			
Moved:	Townsend			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

10. Airport Hangar Lease with Cat-Ag Aviation

Jeff Hurd, Public Works Director

Jeff Hurd presented the details of the airport hangar lease agreement between the City and Cat-Ag Aviation, ensuring its alignment with previous arrangements and future benefits.

Motion:	I move the council approve and execute the airport hangar lease between the City of Madras and Cat-Ag Aviation LLC.			
Moved:	Seibold			
Seconded:	Townsend			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0

Passed:	5/0
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11. Aeronautical Ground Lease New Moon

Jeff Hurd, Public Works Director

Jeff Hurd addressed the aeronautical ground lease agreement with New Moon, indicating New Moon's commitment to the terms proposed.

Motion:	I move the council approve the airport lease between the City of Madras and New Moon for lease of the South World War II military hangar.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

12. Selection of Hearings Officer Contractor for Hearings Officer Services Contract

Nicholas Snead, Community Development Director

Nicholas Snead discussed the necessity and benefits of having a dedicated hearings officer for code enforcement cases and presented the sole proposal received. Council asked that the final agreement come back to Council for ratification.

Motion:	I move that the city council authorize the City Administrator to prepare a professional services agreement with Cable Huston, LLP, for hearings officer services to be brought back to Council for ratification.			
Moved:	Soliz			
Seconded:	Seibold			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

13. Homeless Advisory Committee Member Removal and Appointment

Nicholas Snead, Community Development Director

Nicholas Snead proposed the removal of Tony Lansing from the Homeless Advisory Committee due to non-attendance and the appointment of Trenton Titus. This was a recommendation of the Homeless Advisory Committee and needs formal action by Council.

Motion:	I move that the city council remove Tony Lansing from the community partner position on the Homeless Advisory Committee and appoint Trenton Titus.			
Moved:	Soliz			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

14. Authorization to Purchase Tasers

Tim Plummer, Police Chief, Lysa Vattimo, PD

Chief Plummer requested approval to purchase 20 Axon Taser 7 bundles discussing both the immediate need and safety benefits for the Police Department.

Motion:	I move that council approve the purchase of up to 20 Axon Taser 7 Bundles for the Madras Police Department with a cost not to exceed \$65,000 payable over 5 years.			
Moved:	Walker			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

15. Statutory Warranty Deed and Deed of Dedication - Bridgeview Subdivision

Jeff Hurd, Public Works Director

Jeff Hurd explained the need for the city to accept and then dedicate a piece of land as public right-of-way, as preferred by Jefferson County.

Motion:	I move council authorizes the Mayor to sign on behalf of city of the statutory warranty deed and deed of dedication for public right of way for the Bridgeview subdivision.			
Moved:	Seibold			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

16. Planning Commission Appointments

Nicholas Snead, Community Development Director

Nicholas Snead proposed the reappointment of existing Commissioners Ashlyn Etter and Mary Kendall to the Madras Planning Commission.

Motion:	I move to appoint Ashlyn Etter to the Planning Commission to a term commencing on January 1, 2024 to December 31, 2027.			
Moved:	Soliz			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

17. Letter of Support for Jefferson County Fire & EMS

Chief Blake from Jefferson County Fire and EMS presented a crucial funding request to enhance their primary station. The proposal seeks \$3.4 million from the state legislature, covering 64% of the project cost, with the community tasked to secure the remainder. Chief Blake emphasized the urgency of meeting the submission deadline by year's end and highlighted efforts to garner local support through outreach initiatives.

During the discussion, there was a minor note about grammar in the proposal draft, prompting Chief Blake to encourage revisions for clarity and accuracy. Gabriel Soliz, expressing support for the initiative, sought clarification on terminology related to staffing increases, learning about the department's strategy to bolster crew numbers for effective emergency response.

The dialogue also touched on the department's achievement in gender diversity, noting their status as a national leader with nearly 50% female representation among firefighter paramedics. This statistic prompted a reflection on facility needs tailored to accommodate a diverse workforce. The meeting underscored collaborative efforts to secure vital resources for

enhancing local emergency services, reflecting the community's commitment to public safety and infrastructure development.

Motion:	I move that City Council approve the letter of support for Jefferson County Fire and EMS to be signed by the City Administrator.			
Moved:	Soliz			
Seconded:	Walker			
Ayes:	Soliz, Townsend, Walker, Yoder, Seibold			
Recused:				
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

VIII. Department Reports / Committee Updates

Police Department: Chief Plummer that the PD contributed to Operation Rudolph by donating bicycles to the organization. Additionally, approximately \$200 of unclaimed money was donated to support Operation Rudolph. This week, four officers will participate in Shop with a Cop. The department is managing an employee absence and adjusting workload distribution accordingly. The Evidence Technician has begun duties and is collaborating closely with Sergeant Elder. Officer Merritt is scheduled to begin academy training next week, while Officers Benshoof and Correa are anticipated to complete their academy training by February.

Finance: Interim Director Vanderschaegen provided an update that she is finalizing details with auditors. The upcoming budget cycle will commence soon, with feedback gathered from the recent Council Retreat.

Community Development: Director Snead reported progress on the Homeless Plan, following recommendations from consultants.

Public Works: Jeff Hurd highlighted the significant milestone of signing and approving airport leases. Lorraine Martinelli has been appointed temporarily to assist at the airport while the department evaluates needs and recruits a new manager. The warming shelter project remains on schedule.

City Administrator: Administrator Ibershof discussed a potential opportunity to lease 240 acres at the airport. He attended the DVWD board meeting to explore options for integrating City water services, pending a feasibility study and further deliberations. An HR consultant will visit City Hall to assess future HR needs. Councilors Seibold and Yoder volunteered to participate in interviews for the Finance Director position. EDCO has an upcoming luncheon; it was suggested to share the cost of a table with the County. The Council Retreat is scheduled for Thursday at 8 am.

City Recorder: City Recorder Pollock had nothing to report.

Council:

Councilor Townsend had nothing to report.

Councilor Seibold had nothing to report.

Councilor Soliz did not attend the COIC meeting but noted the approval of their strategic plan.

Councilor Yoder had nothing to report.

Councilor Walker had nothing to report.

Mayor Lepin reported at the HAC meeting that there has been an increase in people seeking treatment from the community.

IX. Adjourn Council Meeting

Meeting adjourned at 8:24 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____

MADRAS CITY COUNCIL
OFFICIAL MEETING MINUTES

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, May 14, 2024

CITY COUNCIL AGENDA

I. Call Meeting to Order

Mayor Lepin called the meeting to order at 5:45 pm.

II. Roll Call

Council:

Mayor Mike Lepin was present.

Councilors Seibold, Soliz, Townsend, Yoder, and Walker were present.

Councilor Spencer was excused.

Staff:

City Administrator Will Ibershof

Police Chief Tim Plummer

Community Development Director Nick Snead

Associate Planner Fatima Taha

HR Director Rebecca Mock

Finance Director Kate Knop

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

City Recorder Keli Pollock

Visitors in Person:

Porters - Good Shepard Lutheran

John McCloskey - Jefferson County Fair

Leonard & Judith Hellwig - VFW Post 12141 AUX

Cullen Doyle - Heart of Oregon

Tony Mitchell - Jefferson County Faith Based Network

Teri Drew & Adam Brown - High Desert Community Theater

Whitney Bell - Madras Downtown Association

Donna Hagedorn - Madras Community Food Pantry

Patty Lieuallen - Madras Community Food Pantry

Dave Heaton - Madras Rock & Gem Show

Cathy Maudeville - Heart of Oregon Thrift Store

Amber Searcy - Madras Rock & Gem Show

Bart Platt - Jefferson County Event Complex

Mary Murphy & Ana Bueno - Latino Community Association

Scott Delamarter - Jefferson County Youth Soccer Association

Al Short - Jefferson County Fair Board

Kim Schmith - Kiwanis / Operation Rudolph

Visitors on Zoom:

Yoonsun Reynolds

Caren Smith - Kids Club

III. Public Comments (please limit to 3 minutes)

The Council reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

There was no public comment.

IV. Amend or Accept Regular Agenda

There were no changes to the regular agenda.

V. Visitor Presentation(s)/Proclamations

1. Community Grant Presentation by Applicants

The council heard presentations from various grant applicants. Each applicant provided details about their projects and requested funding. The attached spreadsheet reflects the allocated amounts set by Council. The updated totals were reported as: \$73,450 in awards, leaving \$6,550 unallocated.

The Ronald McDonald House and Jefferson County Little League did not attend. Staff will reach out to see if they want to attend the June 11th meeting. On June 11th, the Airshow of the Cascades and the Chamber of Commerce will present separately, as they are historically funded from the same source but through separate allocations.

Motion:	I move that we approve the Community Grant funding as discussed.			
Moved:	Soliz			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

2. Update from Cascades East Transit

Andrea Breault, Transportation Director of Cascade East Transit (CET), presented to the Council an update on transportation services in Madras. Andrea addressed the top concerns of the Council, which included an additional round-trip service from Madras to Redmond during the day, a new stop being added near the Warming Shelter and then the addition of security services for the stops at the Safeway and DMV bus stops in Madras. She said that CET has had discussions with the administration at Warm Springs tribe to work collectively on the concerns and to resolve some of the challenges they face.

VI. Regular Agenda

1. Report on 2024 Legislative Session Senate Bill 1530 grant funding

Nicholas Snead, Community Development Director

Community Development Director Nick Snead updated the council on successfully securing \$1,425,000 grant funding through Senate Bill 1530 for workforce housing projects. This funding was allocated for infrastructure improvements necessary for housing developments in the city.

2. Authorization of City Matching Funds for Industrial Site Readiness Plan Update

Nicholas Snead, Community Development Director

Director Snead advised that the The City has been preliminarily awarded a \$60,000 grant from Business Oregon to update the plan. However, staff estimate the cost to update the Industrial Site Readiness Plan to be \$100,000. The City needs to raise an additional \$40,000. Jefferson County has committed \$20,000 towards the project. Staff is requesting that the City Council authorize \$20,000 from the Tourism/Economic Development Fund in FY 24-25. If the Council authorizes such funding, staff anticipate that the City will solicit proposals from consultants in the summer of 2025 and would anticipate that the project will be completed in 2025.

Motion:	I move that the City Council authorizes \$20,000 from the Tourism/Economic Development Fund in FY 24-25 as matching funds for the Industrial Site Readiness Plan update.
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Moved:	Soliz			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

3. Resolution No. 07-2024

Jeff Hurd, Public Works Director

Jeff Hurd introduced this resolution regarding the approval to apply for a \$1,400,000 loan from DEQ for the Demers Pump Station. DEQ requested a formal resolution for loan issuance.

Motion:	Council approve Resolution No. 07-2024			
Moved:	Soliz			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

4. Resolution 08-2024

Jeff Hurd, Public Works Director

Jeff Hurd presented the resolution to extend the SDC credits and described the updates including annual adjustments and clarifying the applicability of these credits.

Motion:	Council approve Resolution 08-2024			
Moved:	Yoder			
Seconded:	Walker			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

5. City Sewer Easement Agreement - Morrow

Jeff Hurd, Public Works Director

Jeff Hurd presented an easement agreement regarding the Fairgrounds Road sewer extension project. The property owned by Morrow required an easement for sewer passage. There were some concerns raised from Council members about the easement or access issues, Director Hurd stated he would research and report back.

Motion:	Council approve the City Sewer Easement Agreement between the City and 541 Properties LLC, pending confirmation.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

6. 10th Street Paving Project - Construction Contract

Jeff Hurd, Public Works Director

Jeff Hurd informed that bids were received for the 10th Street paving project and K3 Construction offered a competitive bid. The contract needed approval to commence, with provisions made for traffic management and coordination with homeowners during construction.

Motion:	Council approve the Construction Services Contract between the City of Madras and K3 Construction for the 10th Street Paving project and authorize the Public Works Director to execute change orders not to exceed the total project budget of \$575,000			
Moved:	Yoder			
Seconded:	Soliz			
Ayes:	Seibold, Soliz, Townsend, Yoder, Walker			
Absences:	Spencer	Nays: 0	Absent: 1	Recused: 0
Passed:	5/0			

VII. Department Reports / Committee Updates

Police Department: Chief Plummer highlighted National Law Enforcement Recognition Week during his department report, emphasizing the importance of celebrating and supporting officers who have made significant sacrifices for public safety. He mentioned plans for a law enforcement banquet in the upcoming fall to honor their dedication. Chief Plummer underscored the critical need to prioritize officers' mental and emotional well-being as they continue their service.

Finance: Director Knop thanked the team for their efficiency with community grants. As the year-end approaches, there will be many resolutions, including budget adjustments and salary orders. Despite being short-staffed, the team is stepping up and everything is going well.

Community Development: Director Snead provided an update on community development. He and Fatima attended federal floodplain training at OSU, which was very useful despite the lack of internet. The department is working with a contractor, FEMA, and DLCD on the next steps for adopting a new floodplain map, expected within the next 6-8 months. Additionally, significant efforts are being made in addressing homelessness, including a recent trash cleanup. Progress is being seen despite challenges. The department is also moving towards a paperless permitting system to improve efficiency and customer service.

Public Works: Director Hurd reported on an easement issue, identifying it as a flag lot with no access easement for the concerned property. He clarified the property access and agreed to find out more about neighbors' access points. He concluded with no additional reports.

HR: Director Mock had nothing to report.

City Administrator: Administrator Ibershof highlighted several positive developments in the city. Two large leases near the airport are expected in the next 60 days, and a new business is coming to town that will employ about 60 people. There is significant interest from developers in both commercial and residential projects, including affordable and workforce housing. Additionally, the city's tagline, "There is More to Madras," is gaining popularity, with t-shirts being made for staff and council members.

City Recorder: City Recorder Pollock had nothing to report.

Council:

Councilor Townsend reported on attending a recent EDCO board meeting conducted via Zoom. The discussion focused on economic development and identified constraints imposed by inflation, primarily driven by lingering effects of COVID-related manufacturing shutdowns. She emphasized the ongoing challenges in economic recovery and highlighted insights from an economist from the Federal Reserve in San Francisco regarding interest rates and supply

chain issues. Councilor Townsend concluded that while there were no specific outcomes to report, the meeting provided valuable perspectives on current economic conditions.

Councilor Seibold reminded everyone during the meeting to ensure they participate in the upcoming elections by casting their votes. He emphasized the importance of voting as a fundamental aspect of democracy, urging everyone to make their voices heard through their ballots.

Councilor Soliz mentioned that due to a busy schedule resulting from career changes, he is considering reducing his committee assignments. He specifically highlighted his current involvement in the regional housing council, which meets monthly in Redmond. He requested that another council member consider taking over his role on this committee to lighten his workload. Councilor Seibold volunteered to assume this responsibility, which Councilor Soliz appreciated and agreed to follow up on the transition with the council.

Councilor Yoder provided a reminder about Madras Airport Day scheduled for June 1st from 8 AM to 1 PM, inviting community members to visit and enjoy the activities. He also inquired about the progress of plans for an amphitheater project, seeking updates from City Administrator Will Ibershof on its potential development.

Councilor Walker returned to the meeting after an absence, expressing readiness to resume work. While noting that he had no specific updates to provide, he extended gratitude to the city staff and police department for their recent efforts, acknowledging the challenges they have faced and offering continued support and encouragement.

Mayor Lepin mentioned a poorly attended homeless committee meeting, with no new information shared. He proposed an evaluation of Will Ibershof, suggesting an executive session after the next meeting. Due to scheduling conflicts, this will be planned for the June 11th meeting. Recorder Pollock will gather necessary information on formal procedures for the evaluation to present at the next meeting.

VIII. Adjourn Council Meeting

Meeting adjourned at 8:55 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____



Organization	Original Request			Award
Garden of Eatin	\$ 700.00		No	\$ 700.00
Veterans	\$ 5,000.00	Yes	Yes	\$ 2,500.00
Veterans Auxillary	\$ 1,000.00		Yes	\$ 1,000.00
Ronald McDonald House- Bend		Yes	Yes - PDX	\$ -
Madras Downtown Association	\$ 18,950.00		Yes	\$ 12,000.00
Madras Rock and Gem Show	\$ 5,000.00		No	\$ 5,000.00
LINC	\$ 6,000.00	Yes	Yes	\$ 6,000.00
High Desert Community Theatre	\$ 2,000.00	N/A	Yes	\$ 2,000.00
Jefferson County Youth Soccer Association	\$ 20,000.00	N/A	Yes	\$ 6,000.00
Heart of Oregon	\$ 1,823.00		Yes - Bend	\$ 2,000.00
WAK-9 Service Dogs	\$ 1,000.00	N/A	Yes	\$ 1,000.00
Kids Club	\$ 10,000.00		Yes	\$ 6,000.00
Latino Association	\$ 5,000.00		Yes	\$ 3,500.00
Chamber of Commerce (ADA Remodel)	\$ -			
JC Little League			Not Active	\$ -
JCFG-FamilyPrograms	\$ 10,000.00	N/A	No	\$ 10,000.00
JCFG-Fence	\$ 12,000.00	N/A	No	\$ -
JCFG-COWDEO	\$ 3,000.00		No	\$ 3,000.00
JCFG-Security	\$ 5,000.00		No	
Operation Rudolph-Kiwanis Madras	\$ 2,500.00		Yes	\$ 2,500.00
Madras Community Food Pantry	\$ 11,000.00	NA	Yes	\$ 4,000.00
				\$ -
JC Law Enforcement Banquet, 2021-2026	\$ 750.00			\$ 750.00
Jefferson County Little League(expired)				\$ -
Madras Kiwanis(expired)				\$ -
Madras Sparklers, 2021-2026	\$ 500.00			\$ 500.00
Jefferson County Fairgrounds show barn, 3 of 9	\$ 5,000.00	NA		\$ 5,000.00
Sub-total	\$ 126,223.00			\$ 73,450.00

Chamber of Commerce (presentation on 6/11/24)	\$ 76,500.00		501(c)(6)	
Air Show of the Cascades (presentation on 6/11/24)	\$ 18,500.00		Yes	
Sub-total	\$ 95,000.00			\$ -

Total Awards	\$ 221,223.00			\$ 73,450.00
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CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From:

Through:

Subject: Capital Projects List for June 2024

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

OVERVIEW:

STAFF ANALYSIS:

FISCAL INFORMATION:

SUPPORTING DOCUMENTATION:

Capital Projects List for June 2024

STRATEGIC GOAL:

City of Madras
Capital Project List

As of 6/30/24		FY 2023-2024				
General Fund - Police Department		Budget	Actual	Variance	% Complete	
Equipment Purchases	101-106-540-1401	\$ -	\$ 11,848	\$ (11,848)	N/A	
PD Radios	101-106-540-1402	\$ 12,737	\$ 12,737	\$ 0	100%	
PD Body Cameras	101-106-540-1403	\$ 40,000	\$ -	\$ 40,000	0%	
E-Citations	101-106-540-1405	\$ -	\$ 4,388	\$ (4,388)	N/A	
PD Total		\$ 52,737	\$ 28,973	\$ 23,764		
General Fund - Other		Budget	Actual	Variance	% Complete	
Homeless Shelter	101-109-540-1702	\$ 2,965,804	\$ 2,973,068	\$ (7,264)	100%	
Server at City Hall	101-109-540-1705	\$ 22,068	\$ 22,068	\$ 0	100%	
General Fund - Other Total		\$ 2,987,872	\$ 2,995,136	\$ (7,264)		
TOF Fund		Budget	Actual	Variance	% Complete	
J Street Bridge	204-040-540-1325	\$ 100,000	\$ 58,021	\$ 41,979	58%	
10th Street Summerplace	204-040-540-1330	\$ -	\$ 150,223	\$ (150,223)	N/A	
MTEP Culver Hwy/Hall Road/J Street	204-040-540-3003	\$ 1,250,000	\$ 1,254	\$ 1,248,746	0%	
Cedar Street Storm Improvements	204-040-540-1334	\$ -	\$ 17,944	\$ (17,944)	N/A	
Pave 10th Street - J to Buff Street	204-040-540-1331	\$ 400,000	\$ 144,657	\$ 255,343	36%	
Cleveland, Birch & 3rd Street	204-040-540-1332	\$ 175,000	\$ -	\$ 175,000	0%	
Oak Street Improvements	204-040-540-1333	\$ 250,000	\$ -	\$ 250,000	0%	
Olive Street Improvements	204-040-540-1338	\$ -	\$ 858	\$ (858)	0%	
TOF Fund Total		\$ 2,175,000	\$ 372,956	\$ 1,802,044		
Parks Fund		Budget	Actual	Variance	% Complete	
Willowbrook Park Irrigation	101-105-540-1303	\$ 10,000	\$ 14,000	\$ (4,000)	140%	
Bean Park Equipment Rehab	101-105-540-1306	\$ 65,000	\$ 67,379	\$ (2,379)	104%	
Parks Fund Total		\$ 75,000	\$ 81,379	\$ (6,379)		
Golf Course Fund		Budget	Actual	Variance	% Complete	
Willowbrook Cart Path	208-208-540-1305	\$ 40,000	\$ 60,236	\$ (20,236)	151%	
Golf Course Fund Total		\$ 40,000	\$ 60,236	\$ (20,236)		
SDC Park Improvement Fund		Budget	Actual	Variance	% Complete	
Hoffman Park	402-402-540-2815	\$ -	\$ 37,425	\$ (37,425)	0%	
Improvement Fee Fund Total		\$ -	\$ 37,425	\$ (37,425)		
Improvement Fee Fund		Budget	Actual	Variance	% Complete	
Improvement Projects	409-409-540-2901	\$ 320,000	\$ -	\$ 320,000	0%	
Improvement Fee Fund Total		\$ 320,000	\$ -	\$ 320,000		
Water Fund		Budget	Actual	Variance	% Complete	
G Street Water Line Replacement	502-020-540-3203	\$ 42,337	\$ 42,337	\$ 0	100%	
Water Fund Total		\$ 42,337	\$ 42,337	\$ 0		
Wastewater Fund		Budget	Actual	Variance	% Complete	
Equipment Purchases	503-030-540-1401	\$ 80,000	\$ -	\$ 80,000	0%	
Sewer Improvement Econ Development	503-030-540-2814	\$ 85,000	\$ 19,870	\$ 65,130	23%	
Highway 97 Sewer Upgrade	503-030-540-2818	\$ 40,000	\$ -	\$ 40,000	0%	
Culver Highway Sewer	503-030-540-2820	\$ 1,000,000	\$ 38,075	\$ 961,925	4%	
Odor Control	503-030-540-2821	\$ 300,000	\$ 324,891	\$ (24,891)	108%	
Demers Pumpstation Upgrade	503-030-540-2823	\$ 1,250,000	\$ 2,030	\$ 1,247,970	0%	
Sewer Effluent Irrigation Project	503-030-540-2824	\$ 1,000,000	\$ -	\$ 1,000,000	0%	
Hall Road Sewer Extension	503-030-540-2825	\$ 1,000,000	\$ -	\$ 1,000,000	0%	
RV Dump/Fairgrounds	503-030-540-2826	\$ 20,000	\$ 10,000	\$ 10,000	50%	
Heliclean	503-030-540-2827	\$ 100,000	\$ -	\$ 100,000	0%	
SWWTP Blowers	503-030-540-2828	\$ 200,000	\$ -	\$ 200,000	0%	
Sludge Pump #1 & #2	503-030-540-2829	\$ 90,000	\$ -	\$ 90,000	0%	
Wastewater Fund Total		\$ 5,165,000	\$ 394,866	\$ 4,770,134		
Airport Fund		Budget	Actual	Variance	% Complete	
Airport Improvements	509-090-540-1001	\$ 80,000	\$ 19,069	\$ 60,931	24%	
Helipad	509-090-540-1009	\$ 189,000	\$ 327,380	\$ (138,380)	173%	
Aeroair Roof Repair	509-090-540-1014	\$ 50,000	\$ 6,917	\$ 43,083	14%	
Apron and Fencing Improvements	509-090-540-1015	\$ -	\$ 1,263,650	\$ (1,263,650)	N/A	
Airport Fund Total		\$ 319,000	\$ 1,617,015	\$ (1,298,015)		
Public Works - Fleet Fund		Budget	Actual	Variance	% Complete	
Equipment Purchases	803-102-540-1401	\$ 75,000	\$ 33,843	\$ 41,157	45%	
Equipment Lease	803-102-540-1404	\$ 97,000	\$ 191,239	\$ (94,239)	197%	
Public Works - Fleet Fund		\$ 172,000	\$ 225,083	\$ (53,083)		
Grand Totals		\$ 11,348,946	\$ 5,855,406	\$ 5,493,540		

CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **CDBG HOMELESS SERVICES CENTER PROJECT - CLOSE OUT**

TYPE OF ACTION REQUESTED:

Discuss

MOTION(S) FOR CONSIDERATION:

No motion needed

OVERVIEW:

The City is in the process of closing out a Community Development Block Grant (CDBG) funded project to design and construction the Madras Homeless Shelter and Service Center. The City was awarded \$2,085,269.30 in federal CDBG funds for the design and construction of the Homeless Service Center.

Through this project, the City completed the construction of a facility that will provide year-around assistance to our unhoused population. The facility is 3,500 square feet in size, and will include shelter space for men and women, a kitchen for food preparation, a common area for congregating and meal service, showers/restrooms, and an office and reception area.

The CDBG-funded project scope also included excavation and site grading, facility construction, and construction of an asphalt parking lot, concrete curbs and sidewalks.

STAFF ANALYSIS:

As part of the Community Development Block Grant, the city is required to hold a public hearing to officially close the project. Staff is satisfied with the outcome of this project and look forward to the service this successful project will bring to the community.

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

N/A

STRATEGIC GOAL:

N/A

CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **PUBLIC WORKS AND ADMINISTRATION FLEET LEASE PROGRAM**
Enterprise

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approve the purchase of 16 trucks and 1 SUV through the Enterprise Fleet Program for a total annual payment of \$267,608 and authorize the City Administrator to sign the attached quotes.

OVERVIEW:

Enterprise has quoted replacement of the entire public works fleet upfitted with plows and lift gates under a payment program of \$258,993 per year. Each truck was spec'd for use in each department of Public Works. 5 trucks will be Ford 1/2 tons, 6 trucks will be 3/4 tons, and 5 trucks will be 1 ton. The 1/2 tons are all the same but the 3/4 tons and 1 ton vary a little bit, like either a flatbed, a utility box, or a regular bed. 5 of them will be equipped with snow plows, 3 will have lift gates, and one will have a crane.

Enterprise has quoted a SUV for Administration under a payment program of \$8,615 per year.

Expected delivery of the vehicles is 4–6 months from the time of ordering.

STAFF ANALYSIS:

City Staff met with Enterprise earlier this year and requested a proposal from them to upgrade the fleet for the police department, public works, and administration.

Enterprise looked at the entire public works fleet and recommended replacing all of them but three. The goal is to reduce the operating cost and capital cost over time by purchasing the new vehicles and selling them at their theoretical highest resale price. This enables the City to always have an updated, reliable fleet at a low maintenance cost.

Once we pull the trigger to do this, Enterprise will place the orders (see the attached quotes) and will start delivering the trucks in groups to Public Works. Public Works will then swap over tool boxes, headache racks, and attach our logos. Then we call Enterprise, and they will deliver the next round of vehicles and pick up the stripped-down old ones and sell them. The City gets the proceeds from the sale of the trucks, which can be applied towards the monthly payment or

future capital expenditures. Delivery of vehicles is expected as early as October and as late as December.

Due to the need to upfit the vehicles with snow plows, utility boxes, cranes and lift gates, Enterprise requires a down payment of \$104,000 to cover the aftermarket upgrades. Then, once delivery occurs, we begin making monthly payments. If all the trucks are delivered in October, our annual payment for FY 24-25 will be \$197,268. The sales of the existing trucks is anticipated to generate \$88,575, therefore the expected total out-of-pocket expense for the year will be no more than \$212,693. The public works department budgeted \$265,000 for the enterprise fleet program in the FY 24-25 budget.

Administration requested a SUV for daily work purposes such as code enforcement and travel to meetings. The vehicle under the lease program is \$717.87 per month for a total annual cost of \$8,615. Maintenance is included in the price. This will be charged out of general fund.

If approved by Council, the City Administrator will sign the quotes and send them to Enterprise to start the order. No payment except for down payment will be issued until the arrival of the trucks. The down payment will occur after July 1, 2024.

Enterprise has a Sourcewell contract. Therefore, the City is able to purchase direct without obtaining competitive bids as it's been done for us through Sourcewell.

Attached are the quotes along with a summary spreadsheet, Enterprises Sourcewell contract, and example pictures of the vehicles.

FISCAL INFORMATION:

FY 24-25 \$212,963 for PW and \$6,461 for Admin
FY 25-26 \$258,993 for PW and \$8,615 for Admin

SUPPORTING DOCUMENTATION:

- Summary Spreadsheet of Vehicles
- Price Quotes on PW Vehicles
- Price Quote on Admin Vehicle
- Sourcewell Contract
- Pictures from Knapheide and Ford of types of vehicles.

STRATEGIC GOAL:

**Solicitation Number: RFP #030122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract, with respect to the subject matter hereof, represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). Intentionally omitted.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Intentionally omitted.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Intentionally omitted.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Enterprise Fleet Management, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Dain Giesie
EFC279C1DE8D465...

By: _____

By: _____

Jeremy Schwartz

Dain Giesie

Title: Chief Procurement Officer

Title: Vice President

5/4/2022 | 9:11 AM CDT

5/4/2022 | 2:58 PM CDT

Date: _____

Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

5/4/2022 | 3:23 PM CDT

Date: _____

RFP 030122 - Fleet Management Services

Vendor Details

Company Name: Enterprise Fleet Management, Inc.

Does your company conduct business under any other name? If yes, please state: MO

Address: 600 Corporate Park Dr.

St. Louis, MO 63050

Contact: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Phone: 314-274-5428

Fax: 314-274-5428

HST#: 43-1697807

Submission Details

Created On: Tuesday February 01, 2022 10:13:18

Submitted On: Tuesday March 01, 2022 16:13:51

Submitted By: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Transaction #: 53316618-72bf-4ca3-ad36-3ffb0fdf4609

Submitter's IP Address: 4.30.165.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management
4	Provide your CAGE code or DUNS number:	08-001-5860
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105
6	Proposer website address (or addresses):	efleets.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Background and History In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis.</p> <p>In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets.</p> <p>In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.</p> <p>Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of \$23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world.</p> <p>Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes.</p> <p>Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <p>Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hard...and we reward hard work. Great things happen when we listen...to our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open.</p> <p>Business Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p>
11	What are your company's expectations in the event of an award?	<p>Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution.</p> <p>It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.</p> <p>Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.</p>

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<ul style="list-style-type: none"> o Alberta Corporate License number: 2116040300 o Saskatchewan Corporate License number: 101184133 o Manitoba Corporate License number: 6262881 o GST number: 82540 4205 RT0001: o Saskatchewan PST number: 2476059 o Manitoba PST number: 82540 4205 MC0001 	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website. Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcwell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	\$1,903,139	*
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	\$2,871,939	*
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	\$2,334,939	*
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	\$2,698,024	*
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	\$1,350,606	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	<p>Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams.</p> <p>Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include:</p> <p>Fleet Management Director</p> <ul style="list-style-type: none"> • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services. <p>Fleet Strategy Manager</p> <ul style="list-style-type: none"> • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles • Works with wholesalers nationwide to sell vehicles in an average of 23 days <p>Finance Manager</p> <ul style="list-style-type: none"> • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet. <p>Account Executive</p> <ul style="list-style-type: none"> • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs <p>Area Sales Manager</p> <ul style="list-style-type: none"> • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed <p>Client Strategy Manager</p> <ul style="list-style-type: none"> • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters <p>Account Fleet Coordinator</p> <ul style="list-style-type: none"> • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues
27	Dealer network or other distribution methods.	<p>As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.</p> <p>Vehicle Delivery</p> <p>Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment.</p> <p>This is what we expect from our CD dealers:</p> <ul style="list-style-type: none"> • Acceptance of vehicle, including inspection for damage or missing equipment. • Filing of claims and making arrangements for any necessary repairs. • Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. • Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. • Application for Title and Registration with the state and installation of license plates or temporary tags.

<p>28</p>	<p>Service force.</p>	<p>Call Center</p> <p>Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates.</p> <p>Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week.</p> <p>The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests.</p> <p>Supplier Network</p> <p>Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey.</p> <p>Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.</p> <p>We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Service Quality index (SQI) is an industry leading metric that is core to Enterprise values.</p> <p>Enterprise uses a Service Quality index (SQI) to measure customer satisfaction for each of our brands. ESQI enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQI is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Customer Service Philosophy</p> <p>Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Founding Values</p> <p>Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <ul style="list-style-type: none"> • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard...and we reward hard work. • Great things happen when we listen...to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcwell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: <ul style="list-style-type: none"> • A marketing banner on the Sourcwell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcwell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. This will be customized to Sourcwell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.

<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for.</p> <p>Customer Website – Complete oversight on entire fleet and individual vehicles</p> <ul style="list-style-type: none"> • Customizable dashboards show graphs, data, and analysis that is most important to you • Reporting covering entire fleet, with drill-down capability to individual vehicles • Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. • Life-to-date maintenance data and complete vehicle history for each vehicle <p>Annual Client Review – Identify and lower costs</p> <ul style="list-style-type: none"> • Web-based solution for year-over-year fleet analysis led by local Enterprise team • Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. • Document goals to develop the best possible fleet cycling plan and lower costs <p>Fleet Planning Toolkit – The right vehicles at the right cost</p> <ul style="list-style-type: none"> • Vehicle selector allows Enterprise to compare up to six vehicles side-by-side • Integrate all costs for a total cost analysis • Determine the best time to replace your vehicles <p>Auto Integrate – Minimize downtime</p> <ul style="list-style-type: none"> • Web-based repair and maintenance authorization platform to reduce downtime • Integration with most national account partners for faster approvals • Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues • Real-time maintenance updates • Access to more than 100 ASE-certified technicians employed by Enterprise <p>Mobile App – Convenience for drivers</p> <ul style="list-style-type: none"> • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts • Enter and track mileage • View order status of purchased vehicles • View maintenance cards • Check-in and check-out for vehicles with multiple drivers • Edit incorrect mileage entries
<p>42</p>	<p>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows:</p> <p>Vehicle Cycling/Fleet Optimization</p> <p>Managing vehicle emissions can represent a key component of customers’ environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling.</p> <p>In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points.</p> <p>Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs.</p> <p>Carbon Reporting and Offsets</p> <p>Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program.</p> <p>Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass.</p> <p>TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings</p>

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

- being built on previously developed land to reduce the impact on virgin ground.
- installing low-flow fixtures that reduce the building's water use by 46 percent.
- using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
- recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options.

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

- promote the viability of mobility and alternative fuels.
- increase access to fuel-efficient vehicles.
- improve the resource efficiency of our operations.
- minimize waste throughout the lifecycle of our vehicles.
- minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
- support causes that improve the quality of life in local communities.
- enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

- Carbon Offsets
 - Duty of Care
 - Supplier Code of Conduct
 - Human Rights
 - Safety Recalls
 - Workplace Ethics
 - Employment and Equal Opportunity
 - Founding Values
 - Privacy and Safe Harbor
 - Subsidiaries and Franchisees
- Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

- Managing Materials Responsibly
- Recycling Windshields
- Prioritizing Fuel Efficiency
- Renewing License Plates
- Using Water-Based Paints
- Re-Refining Oil and Recycling Filters
- Repurposing Tires

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth.</p> <p>Good Faith Plan</p> <p>Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training.</p> <p>Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE)</p> <ul style="list-style-type: none"> • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. • Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & M/WBE vendors for maintenance and repair based on each company's needs. • In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc.
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition:</p> <ul style="list-style-type: none"> • Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more. • Sales force & Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers. • Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well. • Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. • Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price. • Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network. When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverages are provided by the applicable manufacturer.	*
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc. Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.	*
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: <ul style="list-style-type: none">• Convenience: Card accepted at more than 180,000 U.S. locations• Security: Cards with driver identification issued to the driver assigned to the vehicle• Control: Card program offers various controls to help manage your fleet's fueling expenses WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis. Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: <ul style="list-style-type: none">• Review transaction activity• Identify potentially abusive or fraudulent behavior• Notify customers when such behavior occurs GPS Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: <ul style="list-style-type: none">• Safety: Breakthrough accident detection, safer driving behavior, in-	

		<p>vehicle driver coaching</p> <ul style="list-style-type: none"> • Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs • Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring • Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health • Compliance: Accurate HOS and/or IFTA reporting <p>Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.</p> <p>Full Maintenance Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.</p> <ul style="list-style-type: none"> • Monthly cost is fixed for the term of the vehicle • Coverage is available up to 100,000 miles • Covers all routine services recommended by the manufacturer • Covers all unexpected repairs (not related to damage or neglect) • 24/7 roadside assistance and towing is included • Brakes, tires, and loaner vehicles can be included • Windshield repair, fueling service, and other miscellaneous items are available • Sourcwell can set up and send automatic service reminders through Enterprise's website <p>Maintenance Management With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcwell for a flat monthly fee.</p> <p>Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.</p>	*
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Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcwell is important to us. As a result, we plan to collect ESQI feedback from Sourcwell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Our performance as Sourcwell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include:</p> <ul style="list-style-type: none"> • Active management of vehicle lifecycle to minimize fuel and maintenance spend • Annual fuel and maintenance spend benchmarking to decrease total cost of ownership • Comparison of vehicle makes and models to provide better total cost of ownership • Increased equity gain at disposal through proactive fleet planning and forecasting • Continuing review of resale market to identify best disposal method and holding period • Comparison of Enterprise resale performance against industry standards • Management of Sourcwell incentive programs to reduce acquisition costs • Review of vehicle application to "right-size" makes and models that are best suited for Sourcwell needs • Review driver and administrator feedback to maximize driver satisfaction 	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>Payment Terms</p> <p>Payment terms are Net 30.</p> <p>Payment</p> <p>Enterprise offers several payment options to our clients:</p> <ul style="list-style-type: none"> • Direct debit – payments are withdrawn on the 20th of each month • One-time ACH – can be completed via phone or email • Check – can be mailed or overnighted to Enterprise • Wire/ACH push – can be set up through Enterprise’s bank
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs.</p> <p>Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance.</p> <ul style="list-style-type: none"> • Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference. • Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. • Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. • Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value. <p>Open-Ended Lease</p> <p>Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:</p> <ul style="list-style-type: none"> • Improved cash flow • No mileage restrictions or wear-and-tear charges • Flexible financing options • Customized terms for use and type of vehicle • Retention of ownership rights <p>In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow. The mechanics of this lease involve financing the difference between the vehicle’s purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle’s age and application.</p> <p>Lease Terms</p> <p>Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.</p>

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Inclusive, Upfront Pricing Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond.</p> <p>Integrity and Transparency We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment.</p> <p>Flexible Options Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs.</p> <p>We have uploaded our pricing materials as instructed.</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be \$36,540. With our purchasing power and discounts provided to Sourcewell Members, the delivered price would be \$31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.</p> <p>For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.</p>	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers. Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.	*

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member	*

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	Variable (Avg. \$60-\$90) per month per vehicle	Pricing on average is \$60-\$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	*
77	Occurance Maintenance	\$6 per month card fee per vehicle plus cost of service and parts	\$6 per month card fee per vehicle plus cost of service and parts	*
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	*
79	Service Charge	US \$400.00 Canada \$495.00	US \$400.00 Canada \$495.00	*
80	Lease Termination Fee	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	*
81	Interim Interest Yes/No, How is it calculated?	NO	N/A	*
82	Resale Fee	\$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	*
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries. Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below. Deliveries to qualified members during the term of the contract is \$125.00 per new delivery. Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including:</p> <ul style="list-style-type: none"> • Total cost of ownership analysis and comparisons • Dedicated local account team assigned to each client to make ongoing cost saving recommendations • Company fleet policy consultation • Insurance consultation and programs • Customizable lease options and financing • Detailed driver analysis • Fleet selection and acquisition • Maintenance and fuel program management for both leased and client owned vehicles • Four-year cost model development • License, title and renewal services for both leased and client owned vehicles • Customizable website dashboard with near real-time data and reporting • Remarketing and resale for both leased and client owned vehicles • Driver Safety programs
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition.</p> <p>As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes:</p> <ul style="list-style-type: none"> • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs <p>We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle:</p> <ul style="list-style-type: none"> • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	<input checked="" type="radio"/> Yes <input type="radio"/> No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles. *
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services. *
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services. *
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure our submission document(s) conforms to the following :

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- [Financial Strength and Stability](#) - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- [Marketing Plan/Samples](#) - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- [WM8E/M8E/S8E or Related Certificates](#) - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- [Warranty Information](#) - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- [Standard Transaction Document Samples](#) - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- [Upload Additional Document](#) - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	<input checked="" type="checkbox"/>	1

Prepared For: City of Madras

Date: 05/23/2024

AE/AM: MB0

Unit # 27MMH8
Year 2024 **Make** Ford **Model** F-350 Chassis
Series XL 4x4 SD Crew Cab 179 in. WB SRW

Vehicle Order Type Ordered **Term** 48 **State** OR **Customer#** 635144

\$ 91,442.00	Capitalized Price of Vehicle ¹
\$ 260.69 *	Sales Tax <u>0.5000%</u> State <u>OR</u>
\$ 391.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 18,500.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color (0 P) Oxford White
Interior Color (0 I) Medium Dark Slate w/Cloth 40/20/40 Spli
Lic. Plate Type Unknown
GVWR 0

\$ 73,242.00	Total Capitalized Amount (Delivered Price)
\$ 1,281.74	Depreciation Reserve @ <u>1.7500%</u>
\$ 387.66	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,669.40	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0500</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 65.52	Full Maintenance Program ³ Contract Miles <u>26,400</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

\$ 65.52 Additional Services SubTotal

\$ 0.00	Use Tax <u>0.0000%</u> State
---------	-------------------------------------

\$ 1,734.92 Total Monthly Rental Including Additional Services

\$ 11,718.48	Reduced Book Value at <u>48</u> Months
\$ 450.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,600
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Service/Utility - Install - Q#L0248-24	C	\$ 0.00
Service/Utility - Equipment - Q#L0248-24 (AME Quote: L0248-24)	C	\$ 36,822.00
Receiver Hitch - Q#L0248-24	C	\$ 0.00
Mechanics/Crane - Q#L0248-24	C	\$ 0.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 36,822.00
Aftermarket Equipment Total		\$ 36,822.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 450.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 750.00

VEHICLE INFORMATION:

2024 Ford F-350 Chassis XL 4x4 SD Crew Cab 179 in. WB SRW - US

Series ID: W3F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$51,789	\$54,515.00
Total Options	\$836.00	\$920.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$54,620.00	\$57,430.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White

Interior: 1S-(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$286.00	\$315.00
153	Front License Plate Bracket	NC	NC
179WB	179" Wheelbase	STD	STD
1S_06	(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	NC	NC
41H	Engine Block Heater	\$173.00	\$190.00
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
630A	Order Code 630A	NC	NC
64F	Wheels: 18" Argent Painted Steel	Included	Included
872	Rear View Camera & Prep Kit	\$377.00	\$415.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 11,400 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4 Communications & Entertainment System	Included	Included
TCH	Tires: LT275/65Rx18E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X4M	Electronic-Locking w/4.30 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Body Material: aluminum body material
: trailering with harness, brake controller
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer

Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 335-hp, 7.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



6040#1 - James

The Knapheide Manufacturing Company
1848 Westphalia Strasse | PO Box 7140
Quincy, IL 62305-7140
www.knapheide.com

QUOTATION

Quote Number: L0248-24

Account Manager: Matthew Allen
mallen@knapheide.com
(217) 592-5204

Customer Information:

Customer: Enterprise Fleet Management
Customer Number: 8847

End Customer: Madras City Of OR
Contact: Cody Stanley
Email: cody.d.stanley@efleets.com

Quote Information:

Quote Date: 01/20/2024 Quote Expiration: 04/19/2024 Quoted Qty: 1 Quote Terms: NET 30 DAYS
(Subject to Credit Approval)

Vehicle Information:

Year: 2024 Make: Ford Model: W3F-F350-9 Cab: Crew
Axle: Single Rear Wheel CA: 60 Inches Wheel Base: 179 inches GVWR: 11,400
Engine: A 7.3-G Fuel Type: Gas Transmission: Automatic 2/4 WD: 4 Wheel Drive

Delivery Information:

Installer: Knapheide Trk-nw-portland
2500 NW Marine Drive
Troutdale, OR

Total Price Includes F.O.B.: Knapheide Nw-portland, OR

Ship Via: Cust P/u

Base Quote Information:

Qty	Item Description	Notes/Specifications
1	5108 Service Body	OVERALL LENGTH: ----- 107-1/4" OVERALL WIDTH: ----- 78" FLOOR WIDTH: ----- 49" SIDE COMPARTMENT HEIGHT: ---- 40" SIDE COMPARTMENT DEPTH: ---- 14-1/2" FLOOR HEIGHT: ----- 24" STREETSIDE COMPARTMENTATION: 1V = 35-1/4" in length x 40" high H = 72" in length x 18-1/2" high 2V = 27-1/4" in length x 21-1/2" high CURBSIDE COMPARTMENTATION: 1V = 35-1/4" in length x 40" high H = 72" in length x 18-1/2" high 2V = 27-1/4" in length x 21-1/2" high STANDARD SHELIVING: Includes (2) adjustable divider shelves each front vertical compartment, (1) bolt-in divider shelf curbside horizontal compartment, no shelving in either rear vertical compartment, and (32) shelf dividers. WARRANTY: Standard Knapheide Limited Warranty
1	78" Galva Grip Bumper w/	Pintle hook recess
1	Stellar EC3200 Crane	11,500 ft-lbs, has 3,200lbs capacity, 15' elec/hydr reach. 12V electric planetary winch 15'/min speed single line speed, double boom design & double acting cylinders w/ intergral counterbalance valves. Filters, crane hook, snatch block, anti-two block device & hydraulic shutdown 7/32" cable, boom support, wireless remote control with back up pendant control
1	Boom Support	
1	Jackleg Outrigger	
1	Ford Fuel Fill Cutout	
1	Aluminum Fuel Fill Cup	
1	Torsion Box Floor	
1	16K Receiver Hitch	81553
1	Install OEM Backup Camera	

(CONTINUED)

Base Items Continued

1	(2) 12" Alum Grab Handles	Handles One Installed on Each Rear End Panel
1	LED Light kit	
1	Cab Guard with Punched	Window
1	Paint Interior & Exterior	Single stage white
1	Chassis Spring Work	
1	7-way Flat Trailer Plug	
1	Crane Reinforcement Kit	

Total \$36,822
 Freight
Total Sell Price \$36,822

Quoted price subject to the following:

1. Quoted price reflects the latest price in U.S. Dollars.
2. Quoted price is intended to be good until quote expiration date, but is subject to change.
3. Quoted price is F.O.B. Quincy Factory or F.O.B. Installation Point, as appropriate.
4. Prices applies to quantity quoted only, any change in quantity may result in price change.
5. Quotes are based on chassis make and model as originally provided by Customer and are subject to change based on variations of chassis design/specification submitted with Customer PO.
6. Prices are exclusive of all taxes and Customers shall pay any applicable sales, use, goods and services, consumption, excise or other tax and duties or tariffs that may be assessed.

Cancellation Policy:

All Cancellation requests will be reviewed and are subject to approval. All requests must be made in writing. Each order will be reviewed according to its status at time of request. Cancellation requests may be denied depending on the status of the order. If an order is canceled, charges will be assessed at time of cancellation. Knapheide is committed to mitigating cancellation charges as much as possible.

Warranty:

Standard Knapheide Limited Warranty applies to all product manufactured by Knapheide. Products sold by Knapheide but not manufactured by Knapheide are covered exclusively by the product manufacturer's warranty in effect at the time of delivery, if any.

Knapheide thanks you for the opportunity to quote.

W01#2 - Brian

Open-End (Equity) Lease Rate Quote

Quote No: 7804808

Prepared For: City of Madras

Date: 05/29/2024

AE/AM: MBO

Unit #

Year: 2024 **Make:** Ford **Model:** F-150

Series: XL 4x4 SuperCrew Cab 6.5 ft. box 157 in. WB

Vehicle Order Type: Ordered **Term:** 60 **State:** OR **Customer#:** 635144

\$ 50,296.00	Capitalized Price of Vehicle ¹
\$ 240.15 *	Sales Tax @ <u>0.5000%</u> State <u>OR</u>
\$ 391.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Black w/Medium Dark Slate w/Cloth 40/20
Lic. Plate Type	Unknown
GVWR	0

\$ 50,596.00	Total Capitalized Amount (Delivered Price)
\$ 758.94	Depreciation Reserve @ <u>1.5000%</u>
\$ 244.89	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,003.83	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 61.31	Full Maintenance Program ³ Contract Miles <u>33,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0500</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 61.31 Additional Services SubTotal

\$ 0.00 Use Tax @ 0.0000% **State**

\$ 1,065.14 Total Monthly Rental Including Additional Services

\$ 5,059.60	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,600
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 250.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 500.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 800.00

VEHICLE INFORMATION:

2024 Ford F-150 XL 4x4 SuperCrew Cab 6.5 ft. box 157 in. WB - US

Series ID: W1L

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,282	\$49,510.00
Total Options	\$3,019.00	\$3,315.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$52,296.00	\$54,820.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White
 Interior: CS-(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
103A	Equipment Group 103A High	\$1,088.00	\$1,195.00
157WB	157" Wheelbase	STD	STD
425	50 State Emissions System	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
53T	Tow/Haul Package	\$715.00	\$785.00
67T	Integrated Trailer Brake Controller	Included	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included	Included
94W	Amber/White Strobe Color LED Warning Beacons	\$592.00	\$650.00
96W	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
998	Engine: 3.5L V6 EcoBoost	\$82.00	\$90.00
C	Cloth 40/20/40 Front Seat	Included	Included
CHMBMP	Chrome Bumpers	Included	Included
CS_01	(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	NC	NC
INTWRK	Interior Work Surfaces	Included	Included
LEDFOG	LED Fog Lamps	Included	Included
NONWL	Wheels: 17" Silver Painted Aluminum	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,200 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM SiriusXM w/360L	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XL9	Electronic Locking w/3.55 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Integrated Storage: pickup integrated storage
Body Material: aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Navigation System: Connected Navigation navigation system with voice activation
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM with 360L AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll-over
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 400-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: City of Madras

Date: 05/29/2024

AE/AM: MBO

Unit #

Year: 2024 **Make:** Ford **Model:** F-150
Series: XL 4x4 SuperCrew Cab 6.5 ft. box 157 in. WB

Vehicle Order Type: Ordered **Term:** 60 **State:** OR **Customer#:** 635144

\$ 50,296.00	Capitalized Price of Vehicle ¹
\$ 240.15 *	Sales Tax <u>0.5000%</u> State <u>OR</u>
\$ 391.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Black w/Medium Dark Slate w/Cloth 40/20
Lic. Plate Type	Unknown
GVWR	0

\$ 50,596.00	Total Capitalized Amount (Delivered Price)
\$ 758.94	Depreciation Reserve @ <u>1.5000%</u>
\$ 244.89	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,003.83 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 61.31	Full Maintenance Program ³ Contract Miles <u>33,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0500</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 61.31 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% State

\$ 1,065.14 Total Monthly Rental Including Additional Services

\$ 5,059.60	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,600
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 250.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 500.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 800.00

VEHICLE INFORMATION:

2024 Ford F-150 XL 4x4 SuperCrew Cab 6.5 ft. box 157 in. WB - US

Series ID: W1L

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,282	\$49,510.00
Total Options	\$3,019.00	\$3,315.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$52,296.00	\$54,820.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White
 Interior: CS-(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
103A	Equipment Group 103A High	\$1,088.00	\$1,195.00
157WB	157" Wheelbase	STD	STD
425	50 State Emissions System	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
53T	Tow/Haul Package	\$715.00	\$785.00
67T	Integrated Trailer Brake Controller	Included	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included	Included
94W	Amber/White Strobe Color LED Warning Beacons	\$592.00	\$650.00
96W	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
998	Engine: 3.5L V6 EcoBoost	\$82.00	\$90.00
C	Cloth 40/20/40 Front Seat	Included	Included
CHMBMP	Chrome Bumpers	Included	Included
CS_01	(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	NC	NC
INTWRK	Interior Work Surfaces	Included	Included
LEDFOG	LED Fog Lamps	Included	Included
NONWL	Wheels: 17" Silver Painted Aluminum	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,200 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM SiriusXM w/360L	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XL9	Electronic Locking w/3.55 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Integrated Storage: pickup integrated storage
Body Material: aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Navigation System: Connected Navigation navigation system with voice activation
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM with 360L AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 400-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



LOWE's - Tanner

Prepared For: City of Madras

Date 05/29/2024

AE/AM MB0

Unit #

Year 2024 Make Ford Model F-150

Series XL 4x4 SuperCrew Cab 6.5 ft. box 157 in. WB

Vehicle Order Type Ordered Term 60 State OR Customer# 635144

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, License Fee, Registration Fee, and various taxes.

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Table with 2 columns: Field and Value. Includes Driver Name, Exterior Color, Interior Color, Lic. Plate Type, and GVWR.

Table with 2 columns: Amount and Description. Includes Total Capitalized Amount, Depreciation Reserve, and Monthly Lease Charge.

Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Table with 2 columns: Amount and Description. Includes Master Policy Enrollment Fees, Commercial Automobile Liability Enrollment, Physical Damage Management, and Full Maintenance Program.

Table with 2 columns: Field and Value. Includes Comp/Coll Deductible, OverMileage Charge, and # Tires.

Additional Services SubTotal

Table with 2 columns: Amount and Description. Includes Use Tax.

Total Monthly Rental Including Additional Services

Table with 2 columns: Amount and Description. Includes Reduced Book Value and Service Charge Due.

Quote based on estimated annual mileage of 6,600 (Current market and vehicle conditions may also affect value of vehicle) (Quote is Subject to Customer's Credit Approval) Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement...

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

2 Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 250.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 500.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 800.00



VEHICLE INFORMATION:

2024 Ford F-150 XL 4x4 SuperCrew Cab 6.5 ft. box 157 in. WB - US

Series ID: W1L

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,282	\$49,510.00
Total Options	\$3,019.00	\$3,315.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$52,296.00	\$54,820.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White
 Interior: CS-(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
103A	Equipment Group 103A High	\$1,088.00	\$1,195.00
157WB	157" Wheelbase	STD	STD
425	50 State Emissions System	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
53T	Tow/Haul Package	\$715.00	\$785.00
67T	Integrated Trailer Brake Controller	Included	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included	Included
94W	Amber/White Strobe Color LED Warning Beacons	\$592.00	\$650.00
96W	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
998	Engine: 3.5L V6 EcoBoost	\$82.00	\$90.00
C	Cloth 40/20/40 Front Seat	Included	Included
CHMBMP	Chrome Bumpers	Included	Included
CS_01	(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	NC	NC
INTWRK	Interior Work Surfaces	Included	Included
LEDFOG	LED Fog Lamps	Included	Included
NONWL	Wheels: 17" Silver Painted Aluminum	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,200 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM SiriusXM w/360L	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XL9	Electronic Locking w/3.55 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Integrated Storage: pickup integrated storage
Body Material: aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Navigation System: Connected Navigation navigation system with voice activation
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM with 360L AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 400-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Low #5 - Scott

Open-End (Equity) Lease Rate Quote

Quote No: 7730026

Prepared For: City of Madras

Date 05/23/2024
AE/AM MBO

Unit #

Year 2024 **Make** Ford **Model** F-250
Series XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW

Vehicle Order Type Ordered **Term** 60 **State** OR **Customer#** 635144

\$ 71,505.00	Capitalized Price of Vehicle ¹
\$ 247.34 *	Sales Tax <u>0.5000%</u> State OR
\$ 391.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 10,000.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Dark Slate w/Cloth 40/20/40 Spli
Lic. Plate Type	Unknown
GVWR	0

\$ 61,805.00	Total Capitalized Amount (Delivered Price)
\$ 927.08	Depreciation Reserve @ <u>1.5000%</u>
\$ 308.54	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,235.62 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 67.23	Full Maintenance Program ³ Contract Miles <u>33,000</u>
	Incl. # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0500</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 67.23 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% **State**

\$ 1,302.85 Total Monthly Rental Including Additional Services

\$ 6,180.20	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,600
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Snow Plow - Q # 36804 (AME Quote: 36804)	C	\$ 19,100.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 19,100.00
Aftermarket Equipment Total		\$ 19,100.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 450.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 750.00

VEHICLE INFORMATION:

2024 Ford F-250 XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW - US

Series ID: W2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$49,181	\$51,770.00
Total Options	\$1,229.00	\$1,350.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$52,405.00	\$55,115.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White
 Interior: 1S-(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$286.00	\$315.00
153	Front License Plate Bracket	NC	NC
176WB	176" Wheelbase	STD	STD
1S_06	(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	NC	NC
41H	Engine Block Heater	\$173.00	\$190.00
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
473	Snow Plow Prep Package	\$228.00	\$250.00
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
67D	190 Amp Alternator	Included	Included
85S	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass

Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Pacific Truck Colors, Inc.

19225 SW 125th Ct
Tualatin, OR 97062 USA
Phone: 503-692-7247
Fed ID: 93-0899884

Quote No: 36804

Wednesday, January 17, 2024

Page: 1

Attention:

Enterprise Fleet Management

20400 SW Teton Ave
Tualatin, OR 97062
Phone: 503-612-8156
Fax: 503-692-5232

Vehicle Information

License: VIN:
Mileage: 0 Description:
Unit Number: 2024 FORD F250 CREW CAB 8' BED 4X4
SRW GAS W/ FACTORY INSTALLED
SNOW PREP PLOW PACKAGE

Line: 1

Part ID: **EQUIPMENT SALES**

Rev: **A**

EQUIPMENT SALES

2024 FORD F250 CREW CAB 8' BED 4X4 SRW GAS W/ FACTORY INSTALLED SNOW PREP PLOW PACKAGE

PROVIDE AND INSTALL:

BOSS DXT 8'2" STEEL V PLOW TO INCLUDE THE FOLLOWING:

MSC18082 DXT 8'2" STEEL

MSC15002B COUPLER UNIT W/ SL3 LIGHT PACKAGE WITH SMARTHITCH2 & SMARTLOCK CYLINDERS

LTA10200 UNDERCARRIAGE FORD F250 2017+

MSC09601 SMARTTOUCH2 V-PLOW CONTROLLER

MSC25012 WIRING KIT

MSC25275 LIGHT ADAPTER

MSC01570 CAST IRON PLOW SHOE W/ HARDWARE

FREIGHT

Quantity	U/M	Unit Price	Add Charge	Lead Time	Total Price
1.00	EA	\$19,100.00000			\$19,100.00

Salesperson: Matthew Bullock

Prices are Valid Until Saturday, January 27, 2024

Pacific Truck Colors, Inc.

19225 SW 125th Ct
Tualatin, OR 97062 USA
Phone: 503-692-7247
Fed ID: 93-0899884

Quote No: 36804

Wednesday, January 17, 2024

Page: 1

Customer Order Approval Signature

Date

25% RE-STOCKING FEE IF QUOTE IS APPROVED, ORDER IS PLACED AND CUSTOMER CANCELS

"THE ABOVE AMOUNT DOES NOT INCLUDE WASHINGTON SALES TAX"

Please Note: If you wish to pay by credit CARD, we charge a 3.5% surcharge otherwise we gladly accept ACH, cash, debit or check at no additional cost. Any billing related questions please contact Bianca Jimenez at biancaj@truckcolors.com

Pacific Truck Colors, Inc.

19225 SW 125th Ct
Tualatin, OR 97062 USA
Phone: 503-692-7247
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Wednesday, January 17, 2024

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Enterprise Fleet Management

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Vehicle Information

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Mileage: 0 Description:
Unit Number: 2024 FORD F250 CREW CAB 8' BED 4X4
SRW GAS W/ FACTORY INSTALLED
SNOW PREP PLOW PACKAGE

Line: 1

Part ID: **EQUIPMENT SALES**

Rev: **A**

EQUIPMENT SALES

2024 FORD F250 CREW CAB 8' BED 4X4 SRW GAS W/ FACTORY INSTALLED SNOW PREP PLOW PACKAGE

PROVIDE AND INSTALL:

BOSS DXT 8'2" STEEL V PLOW TO INCLUDE THE FOLLOWING:

MSC18082 DXT 8'2" STEEL

MSC15002B COUPLER UNIT W/ SL3 LIGHT PACKAGE WITH SMARTHITCH2 & SMARTLOCK CYLINDERS

LTA10200 UNDERCARRIAGE FORD F250 2017+

MSC09601 SMARTTOUCH2 V-PLOW CONTROLLER

MSC25012 WIRING KIT

MSC25275 LIGHT ADAPTER

MSC01570 CAST IRON PLOW SHOE W/ HARDWARE

FREIGHT

Quantity	U/M	Unit Price	Add Charge	Lead Time	Total Price
1.00	EA	\$19,100.00000			\$19,100.00

Salesperson: Matthew Bullock

Prices are Valid Until Saturday, January 27, 2024

~~600#6-Pat~~ 600#6-Pat

Open-End (Equity) Lease Rate Quote

Quote No: 7730048

Prepared For: City of Madras

Date 05/23/2024

AE/AM MBO

Unit # 27MMCG
Year 2024 **Make** Ford **Model** F-350
Series XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW

Vehicle Order Type Ordered **Term** 60 **State** OR **Customer#** 635144

\$ 74,263.00	Capitalized Price of Vehicle ¹
\$ 257.75 *	Sales Tax <u>0.5000%</u> State <u>OR</u>
\$ 391.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 11,000.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Dark Slate w/Cloth 40/20/40 Spli
Lic. Plate Type	Unknown
GVWR	0

\$ 63,563.00	Total Capitalized Amount (Delivered Price)
\$ 953.45	Depreciation Reserve @ <u>1.5000%</u>
\$ 317.95	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,271.40 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 65.36 Full Maintenance Program³ Contract Miles 33,000
 Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0500 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 65.36 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 1,336.76 Total Monthly Rental Including Additional Services

\$ 6,356.00 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,600
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Service/Utility - Equipment - Estimate	C	\$ 21,330.00
Service/Utility - Install	C	\$ 0.00
Legacy Liftgate	C	\$ 0.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 21,330.00
Aftermarket Equipment Total		\$ 21,330.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 450.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 750.00

VEHICLE INFORMATION:

2024 Ford F-350 XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW - US

Series ID: W3B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$50,174	\$52,815.00
Total Options	\$1,264.00	\$1,390.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$53,433.00	\$56,200.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White
 Interior: 1S-(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$286.00	\$315.00
153	Front License Plate Bracket	NC	NC
176WB	176" Wheelbase	STD	STD
1S_06	(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	NC	NC
41H	Engine Block Heater	\$173.00	\$190.00
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
610A	Order Code 610A	NC	NC
64F	Wheels: 18" Argent Painted Steel	\$414.00	\$455.00
66S	Upfitter Switches (6)	\$150.00	\$165.00
67D	190 Amp Alternator	Included	Included
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
NONGV3	GVWR: 11,900 lb Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TDX	Tires: LT275/70Rx18E BSW A/T (4)	\$241.00	\$265.00
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors: 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
- Convex Driver Mirror: convex driver and passenger mirror
- Mirror Type: manual extendable trailer mirrors
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Box Style: regular
- Body Material: aluminum body material
- : class V trailering with harness, hitch, brake controller
- Grille: black grille
- Upfitter Switches: upfitter switches

Convenience Features:

- Air Conditioning: manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Remote Engine Start: remote start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Overhead Console: full overhead console with storage
- Glove Box: illuminated locking glove box
- Dashboard Storage: dashboard storage
- IP Storage: covered bin instrument-panel storage
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

- radio: AM/FM stereo with seek-scan
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 4 speakers
- Internet Access: FordPass Connect 5G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type: delay-off aero-composite halogen headlamps
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: digital/analog appearance
- Tachometer: tachometer
- Compass: compass

Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



The Knapheide Manufacturing Company
 1848 Westphalia Strasse | PO Box 7140
 Quincy, IL 62305-7140
 www.knapheide.com

QUOTATION

Quote Number: L0178-24

Account Manager: **Andy Wemhoener**
 awemhoener@knapheide.com
 (217) 592-5020

Quote Prepared By: **Josh Herzog**
 jherzog@knapheide.com
 (217) 592-5425

Customer Information:

Customer: **Enterprise Fleet Management**
 Customer Number: **8847**

End Customer: **Madras City Of OR**
 Contact: **Cody Stanley**
 Email: **cody.d.stanley@efleets.com**

#23516

Quote Information:

Quote Date: 01/29/2024

Quote Expiration: **02/28/2024**

Quoted Qty: **1**

Quote Terms: NET 30 DAYS
 (Subject to Credit Approval)

Vehicle Information:

Year: 2024
 Axle: Single Rear Wheel
 Engine: A 7.3-G

Make: Ford
 CA: 56 Inches
 Fuel Type: Gas

Model: W3B-F350-34
 Wheel Base: 176 inches
 Transmission: Automatic

Cab: Crew
 GVWR: 11,900
 2/4 WD: 4 Wheel Drive

Delivery Information:

Total Price Includes F.O.B.: Knapheide Nw-portland, OR

Installer: **Knapheide Trk-nw-portland**
 2500 NW Marine Drive
 Troutdale, OR

Ship Via: Installer

Base Quote Information:

Qty	Item Description	Notes/Specifications
1	596F Service Body	OVERALL LENGTH: ----- 97-1/4" OVERALL WIDTH: ----- 78" FLOOR WIDTH: ----- 49" SIDE COMPARTMENT HEIGHT: ---- 37-1/4" SIDE COMPARTMENT DEPTH: ---- 14-1/2" FLOOR HEIGHT: ----- 21-1/4" STREETSIDE COMPARTMENTATION: 1V = 31-1/4" in length x 37-1/4" high H = 66" in length x 15-3/4" high 2V = 21-1/4" in length x 21-1/2" high CURBSIDE COMPARTMENTATION: 1V = 31-1/4" in length x 37-1/4" high H = 66" in length x 15-3/4" high 2V = 21-1/4" in length x 21-1/2" high STANDARD SHELVING: Includes (2) adjustable divider shelves each front vertical compartment, (1) bolt-in divider shelf curbside horizontal compartment, no shelving in either rear vertical compartment, (32) shelf dividers and (20) flip-top tray dividers. WARRANTY: Standard Knapheide Limited Warranty
1	Install OEM Backup Camera	
1	TommyGate G2 Liftgate	
1	Installer Delivery to	Sandy, OR

Total _____
 Freight _____
Total Sell Price \$21,330

Quoted price subject to the following:

1. Quoted price reflects the latest price in U.S. Dollars.
2. Quoted price is intended to be good until quote expiration date, but is subject to change.
3. Quoted price is F.O.B. Quincy Factory or F.O.B. Installation Point, as appropriate.
4. Prices applies to quantity quoted only, any change in quantity may result in price change.
5. Quotes are based on chassis make and model as originally provided by Customer and are subject to change based on variations of chassis design/specification submitted with Customer PO.
6. Prices are exclusive of all taxes and Customers shall pay any applicable sales, use, goods and services, consumption, excise or other tax and duties or tariffs that may be assessed.

Cancellation Policy:

All Cancellation requests will be reviewed and are subject to approval. All requests must be made in writing. Each order will be reviewed according to its status at time of request. Cancellation requests may be denied depending on the status of the order. If an order is canceled, charges will be assessed at time of cancellation. Knapheide is committed to mitigating cancellation charges as much as possible.

Warranty:

Standard Knapheide Limited Warranty applies to all product manufactured by Knapheide. Products sold by Knapheide but not manufactured by Knapheide are covered exclusively by the product manufacturer's warranty in effect at the time of delivery, if any.

Knapheide thanks you for the opportunity to quote.

Prepared For: City of Madras

Date: 05/29/2024

AE/AM: MBO

Unit #

Year: 2024 **Make:** Ford **Model:** F-150

Series: XL 4x4 SuperCrew Cab 6.5 ft. box 157 in. WB

Vehicle Order Type: Ordered **Term:** 60 **State:** OR **Customer#:** 635144

\$ 54,126.00	Capitalized Price of Vehicle ¹
\$ 240.15 *	Sales Tax <u>0.5000%</u> State <u>OR</u>
\$ 391.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Black w/Medium Dark Slate w/Cloth 40/20
Lic. Plate Type	Unknown
GVWR	0

\$ 54,426.00	Total Capitalized Amount (Delivered Price)
\$ 816.39	Depreciation Reserve @ <u>1.5000%</u>
\$ 263.22	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,079.61	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 61.31	Full Maintenance Program ³ Contract Miles <u>33,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0500</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 61.31 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% State

\$ 1,140.92 Total Monthly Rental Including Additional Services

\$ 5,442.60	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,600
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Cap/Topper - Quote # 36800 (AME Quote: 36800)	C	\$ 3,830.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 3,830.00
Aftermarket Equipment Total		\$ 3,830.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 450.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 750.00

VEHICLE INFORMATION:

2024 Ford F-150 XL 4x4 SuperCrew Cab 6.5 ft. box 157 in. WB - US

Series ID: W1L

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,282	\$49,510.00
Total Options	\$3,019.00	\$3,315.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$52,296.00	\$54,820.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White
 Interior: CS-(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
103A	Equipment Group 103A High	\$1,088.00	\$1,195.00
153	Front License Plate Bracket	NC	NC
157WB	157" Wheelbase	STD	STD
425	50 State Emissions System	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
53T	Tow/Haul Package	\$715.00	\$785.00
67T	Integrated Trailer Brake Controller	Included	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included	Included
94W	Amber/White Strobe Color LED Warning Beacons	\$592.00	\$650.00
96W	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
998	Engine: 3.5L V6 EcoBoost	\$82.00	\$90.00
C	Cloth 40/20/40 Front Seat	Included	Included
CHMBMP	Chrome Bumpers	Included	Included
CS_01	(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	NC	NC
INTWRK	Interior Work Surfaces	Included	Included
LEDFOG	LED Fog Lamps	Included	Included
NONWL	Wheels: 17" Silver Painted Aluminum	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,200 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM SiriusXM w/360L	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XL9	Electronic Locking w/3.55 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Integrated Storage: pickup integrated storage
Body Material: aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Navigation System: Connected Navigation navigation system with voice activation
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM with 360L AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 400-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Pacific Truck Colors, Inc.

19225 SW 125th Ct
Tualatin, OR 97062 USA
Phone: 503-692-7247
Fed ID: 93-0899884

Quote No: 36800
Tuesday, January 16, 2024

Page: 1

Attention:

Enterprise Fleet Management

20400 SW Teton Ave
Tualatin, OR 97062
Phone: 503-612-8156
Fax: 503-692-5232

Vehicle Information

License: VIN:
Mileage: 0 Description:
Unit Number: 2024 FORD F150 SUPERCREW 6.5' BED

Line: **1** Part ID: **EQUIPMENT SALES** Rev: **A**

EQUIPMENT SALES

2024 FORD F150 SUPERCREW 6.5' BED

PROVIDE AND INSTALL:

LEER DCC CAB HIGH CANOPY PAINTED WHITE TO INCLUDE:
SOLID FRONT
SOLID SIDES (NO DOORS)
SOLID LIFT REAR DOOR
BRAKELIGHT

Quantity	U/M	Unit Price	Addl Charge	Lead Time	Total Price
1.00	EA	\$3,830.00000			\$3,830.00

Salesperson: Matthew Bullock
Prices are Valid Until Friday, January 26, 2024

Customer Order Approval Signature

Date

25% RE-STOCKING FEE IF QUOTE IS APPROVED, ORDER IS PLACED AND CUSTOMER CANCELS

"THE ABOVE AMOUNT DOES NOT INCLUDE WASHINGTON SALES TAX"

Please Note: If you wish to pay by credit CARD, we charge a 3.5% surcharge otherwise we gladly accept ACH, cash, debit or check at no additional cost. Any billing related questions please contact Bianca Jimenez at biancaj@truckcolors.com

Prepared For: City of Madras

Date: 05/23/2024

AE/AM: MBO

Unit #

Year: 2024 **Make:** Ford **Model:** F-250

Series: XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW

Vehicle Order Type: Ordered **Term:** 60 **State:** OR **Customer#:** 635144

\$ 71,505.00	Capitalized Price of Vehicle ¹
\$ 247.34 *	Sales Tax <u>0.5000%</u> State <u>OR</u>
\$ 391.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 10,000.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Dark Slate w/Cloth 40/20/40 Spli
Lic. Plate Type	Unknown
GVWR	0

\$ 61,805.00	Total Capitalized Amount (Delivered Price)
\$ 927.08	Depreciation Reserve @ <u>1.5000%</u>
\$ 308.54	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,235.62 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 67.23	Full Maintenance Program ³ Contract Miles <u>33,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0500</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 67.23 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% **State**

\$ 1,302.85 Total Monthly Rental Including Additional Services

\$ 6,180.20	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,600
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Snow Plow - Q # 36804 (AME Quote: 36804)	C	\$ 19,100.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 19,100.00
Aftermarket Equipment Total		\$ 19,100.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 450.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 750.00

VEHICLE INFORMATION:

2024 Ford F-250 XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW - US

Series ID: W2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$49,181	\$51,770.00
Total Options	\$1,229.00	\$1,350.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$52,405.00	\$55,115.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White

Interior: 1S-(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$286.00	\$315.00
153	Front License Plate Bracket	NC	NC
176WB	176" Wheelbase	STD	STD
1S_06	(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	NC	NC
41H	Engine Block Heater	\$173.00	\$190.00
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
473	Snow Plow Prep Package	\$228.00	\$250.00
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
67D	190 Amp Alternator	Included	Included
85S	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class V trairling with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass

Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Pacific Truck Colors, Inc.

19225 SW 125th Ct
Tualatin, OR 97062 USA

Phone: 503-692-7247

Fed ID: 93-0899884

Quote No: 36804

Wednesday, January 17, 2024

Page: 1

Customer Order Approval Signature

Date

25% RE-STOCKING FEE IF QUOTE IS APPROVED, ORDER IS PLACED AND CUSTOMER CANCELS

"THE ABOVE AMOUNT DOES NOT INCLUDE WASHINGTON SALES TAX"

Please Note: If you wish to pay by credit CARD, we charge a 3.5% surcharge otherwise we gladly accept ACH, cash, debit or check at no additional cost. Any billing related questions please contact Bianca Jimenez at biancaj@truckcolors.com

Prepared For: City of Madras

Date: 05/23/2024

AE/AM: MBO

Unit #: 27MMCG

Year: 2024 **Make:** Ford **Model:** F-350

Series: XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW

Vehicle Order Type: Ordered **Term:** 60 **State:** OR **Customer#:** 635144

\$ 74,263.00	Capitalized Price of Vehicle ¹
\$ 257.75 *	Sales Tax <u>0.5000%</u> State <u>OR</u>
\$ 391.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 11,000.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Dark Slate w/Cloth 40/20/40 Spli
Lic. Plate Type	Unknown
GVWR	0

\$ 63,563.00	Total Capitalized Amount (Delivered Price)
\$ 953.45	Depreciation Reserve @ <u>1.5000%</u>
\$ 317.95	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,271.40	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 65.36	Full Maintenance Program ³ Contract Miles <u>33,000</u>	OverMileage Charge	<u>\$ 0.0500</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 65.36 Additional Services SubTotal

\$ 0.00	Use Tax <u>0.0000%</u>	State
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\$ 1,336.76 Total Monthly Rental Including Additional Services

\$ 6,356.00	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,600
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Service/Utility - Equipment - Estimate	C	\$ 21,330.00
Service/Utility - Install	C	\$ 0.00
Legacy Liftgate	C	\$ 0.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 21,330.00
Aftermarket Equipment Total		\$ 21,330.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 450.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 750.00

VEHICLE INFORMATION:

2024 Ford F-350 XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW - US

Series ID: W3B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$50,174	\$52,815.00
Total Options	\$1,264.00	\$1,390.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$53,433.00	\$56,200.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White

Interior: 1S-(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$286.00	\$315.00
153	Front License Plate Bracket	NC	NC
176WB	176" Wheelbase	STD	STD
1S_06	(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	NC	NC
41H	Engine Block Heater	\$173.00	\$190.00
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
610A	Order Code 610A	NC	NC
64F	Wheels: 18" Argent Painted Steel	\$414.00	\$455.00
66S	Upfitter Switches (6)	\$150.00	\$165.00
67D	190 Amp Alternator	Included	Included
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
NONGV3	GVWR: 11,900 lb Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TDX	Tires: LT275/70Rx18E BSW A/T (4)	\$241.00	\$265.00
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass

Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



The Knapheide Manufacturing Company
 1848 Westphalia Strasse | PO Box 7140
 Quincy, IL 62305-7140
 www.knapheide.com

QUOTATION

Quote Number: L0178-24

Account Manager: **Andy Wemhoener**
 awemhoener@knapheide.com
 (217) 592-5020

Quote Prepared By: **Josh Herzog**
 jherzog@knapheide.com
 (217) 592-5425

Customer Information:

Customer: **Enterprise Fleet Management**
 Customer Number: **8847**

End Customer: **Madras City Of OR**
 Contact: **Cody Stanley**
 Email: **cody.d.stanley@efleets.com**

#23516

Quote Information:

Quote Date: 01/29/2024

Quote Expiration: **02/28/2024**

Quoted Qty: **1**

Quote Terms: NET 30 DAYS
 (Subject to Credit Approval)

Vehicle Information:

Year: 2024
 Axle: Single Rear Wheel
 Engine: A 7.3-G

Make: Ford
 CA: 56 Inches
 Fuel Type: Gas

Model: W3B-F350-34
 Wheel Base: 176 inches
 Transmission: Automatic

Cab: Crew
 GVWR: 11,900
 2/4 WD: 4 Wheel Drive

Delivery Information:

Total Price Includes F.O.B.: Knapheide Nw-portland, OR

Installer: **Knapheide Trk-nw-portland**
 2500 NW Marine Drive
 Troutdale, OR

Ship Via: Installer

Base Quote Information:

Qty	Item Description	Notes/Specifications
1	596F Service Body	OVERALL LENGTH: ----- 97-1/4" OVERALL WIDTH: ----- 78" FLOOR WIDTH: ----- 49" SIDE COMPARTMENT HEIGHT: ---- 37-1/4" SIDE COMPARTMENT DEPTH: ---- 14-1/2" FLOOR HEIGHT: ----- 21-1/4" STREETSIDE COMPARTMENTATION: 1V = 31-1/4" in length x 37-1/4" high H = 66" in length x 15-3/4" high 2V = 21-1/4" in length x 21-1/2" high CURBSIDE COMPARTMENTATION: 1V = 31-1/4" in length x 37-1/4" high H = 66" in length x 15-3/4" high 2V = 21-1/4" in length x 21-1/2" high STANDARD SHELVING: Includes (2) adjustable divider shelves each front vertical compartment, (1) bolt-in divider shelf curbside horizontal compartment, no shelving in either rear vertical compartment, (32) shelf dividers and (20) flip-top tray dividers. WARRANTY: Standard Knapheide Limited Warranty
1	Install OEM Backup Camera	
1	TommyGate G2 Liftgate	
1	Installer Delivery to	Sandy, OR

Total _____
 Freight _____
Total Sell Price \$21,330

Quoted price subject to the following:

- Quoted price reflects the latest price in U.S. Dollars.
- Quoted price is intended to be good until quote expiration date, but is subject to change.
- Quoted price is F.O.B. Quincy Factory or F.O.B. Installation Point, as appropriate.
- Prices applies to quantity quoted only, any change in quantity may result in price change.
- Quotes are based on chassis make and model as originally provided by Customer and are subject to change based on variations of chassis design/specification submitted with Customer PO.
- Prices are exclusive of all taxes and Customers shall pay any applicable sales, use, goods and services, consumption, excise or other tax and duties or tariffs that may be assessed.

Cancellation Policy:

All Cancellation requests will be reviewed and are subject to approval. All requests must be made in writing. Each order will be reviewed according to its status at time of request. Cancellation requests may be denied depending on the status of the order. If an order is canceled, charges will be assessed at time of cancellation. Knapheide is committed to mitigating cancellation charges as much as possible.

Warranty:

Standard Knapheide Limited Warranty applies to all product manufactured by Knapheide. Products sold by Knapheide but not manufactured by Knapheide are covered exclusively by the product manufacturer's warranty in effect at the time of delivery, if any.

Street #1 - Zack



Open-End (Equity) Lease Rate Quote

Quote No: 7730038

Prepared For: City of Madras

Date 05/23/2024

AE/AM MBO

Unit #
 Year 2024 Make Ford Model F-250
 Series XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW
 Vehicle Order Type Ordered Term 60 State OR Customer# 635144

\$ 57,156.00 Capitalized Price of Vehicle¹
 \$ 247.34 * Sales Tax 0.5000% State OR
 \$ 391.50 * Initial License Fee
 \$ 0.00 Registration Fee
 \$ 300.00 Other: (See Page 2)
 \$ 0.00 Capitalized Price Reduction
 \$ 0.00 * Tax on Capitalized Price Reduction
 \$ 0.00 Gain Applied From Prior Unit
 \$ 0.00 * Tax on Gain On Prior
 \$ 0.00 * Security Deposit
 \$ 0.00 * Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 57,456.00 Total Capitalized Amount (Delivered Price)
 \$ 861.84 Depreciation Reserve @ 1.5000%
 \$ 278.06 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 1,139.90 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
 \$ 0.00 Commercial Automobile Liability Enrollment
 Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 64.45 Full Maintenance Program³ Contract Miles 33,000
 Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 64.45 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% State

\$ 1,204.35 Total Monthly Rental Including Additional Services

\$ 5,745.60 Reduced Book Value at 60 Months

\$ 450.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Dark Slate w/Cloth 40/20/40 Spli
Lic. Plate Type	Unknown
GVWR	0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0500 Per Mile

Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 6,600
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY _____ TITLE _____ DATE _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Tailgate Lift - Quote # 36799 (AME Quote: 36799)	C	\$ 5,251.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 5,251.00
Aftermarket Equipment Total		\$ 5,251.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 450.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 750.00

VEHICLE INFORMATION:

2024 Ford F-250 XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW - US

Series ID: W2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$49,181	\$51,770.00
Total Options	\$1,229.00	\$1,350.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$52,405.00	\$55,115.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White
 Interior: 1S-(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$286.00	\$315.00
176WB	176" Wheelbase	STD	STD
1S_06	(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	NC	NC
41H	Engine Block Heater	\$173.00	\$190.00
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
473	Snow Plow Prep Package	\$228.00	\$250.00
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
67D	190 Amp Alternator	Included	Included
85S	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Pacific Truck Colors, Inc.

19225 SW 125th Ct
Tualatin, OR 97062 USA

Phone: 503-692-7247

Fed ID: 93-0899884

Quote No: 36799

Tuesday, January 16, 2024

Page: 1

Attention:

Enterprise Fleet Management

20400 SW Teton Ave
Tualatin, OR 97062
Phone: 503-612-8156
Fax: 503-692-5232

Vehicle Information

License: VIN:
Mileage: 0 Description:
Unit Number:

2024 FORD F250 CREW CAB 8' BED

Line: 1

Part ID: **EQUIPMENT SALES**

Rev: **A**

EQUIPMENT SALES

2024 FORD F250 CREW CAB 8' BED

PROVIDE AND INSTALL:

TOM G2-60-1342 TP38 TOMMYGATE LIFTGATE G2 SERIES, 1300LB CAPACITY, 38" LOAD DEPTH,
TREADPLATE STEEL PLATFORM

Y/M/M SPECIFIC MOUNT BRACKETS

CAMERA/SENSOR BAR

FREIGHT

Quantity	U/M	Unit Price	Add Charge	Lead Time	Total Price
1.00	EA	\$5,251.00000			\$5,251.00

Salesperson: Matthew Bullock

Prices are Valid Until Friday, January 26, 2024

Pacific Truck Colors, Inc.

19225 SW 125th Ct
Tualatin, OR 97062 USA

Phone: 503-692-7247
Fed ID: 93-0899884

Quote No: 36799

Tuesday, January 16, 2024

Page: 1

Customer Order Approval Signature

Date

25% RE-STOCKING FEE IF QUOTE IS APPROVED, ORDER IS PLACED AND CUSTOMER CANCELS

"THE ABOVE AMOUNT DOES NOT INCLUDE WASHINGTON SALES TAX"

Please Note: If you wish to pay by credit CARD, we charge a 3.5% surcharge otherwise we gladly accept ACH, cash, debit or check at no additional cost. Any billing related questions please contact Bianca Jimenez at biancaj@truckcolors.com

Prepared For: City of Madras

Date: 05/23/2024

AE/AM: MBO

Unit #

Year: 2024 **Make:** Ford **Model:** F-350 Chassis

Series: XL 4x4 SD Crew Cab 179 in. WB SRW

Vehicle Order Type: Ordered **Term:** 48 **State:** OR **Customer#:** 635144

\$ 83,273.00	Capitalized Price of Vehicle ¹
\$ 261.80 *	Sales Tax <u>0.5000%</u> State <u>OR</u>
\$ 391.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 14,250.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Dark Slate w/Cloth 40/20/40 Spli
Lic. Plate Type	Unknown
GVWR	0

\$ 69,323.00	Total Capitalized Amount (Delivered Price)
\$ 1,213.15	Depreciation Reserve @ <u>1.7500%</u>
\$ 364.50	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,577.65	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 68.50	Full Maintenance Program ³ Contract Miles <u>26,400</u>	OverMileage Charge	<u>\$ 0.0500</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 68.50 Additional Services SubTotal

\$ 0.00	Use Tax <u>0.0000%</u>	State
---------	------------------------	--------------

\$ 1,646.15 Total Monthly Rental Including Additional Services

\$ 11,091.80	Reduced Book Value at <u>48</u> Months
\$ 550.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,600
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Flatbed/Stake - Knapheide Flatbed	C	\$ 9,325.00
Snow Plow - Boss V-PLOW	C	\$ 19,100.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 28,425.00
Aftermarket Equipment Total		\$ 28,425.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 250.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 500.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 800.00

VEHICLE INFORMATION:

2024 Ford F-350 Chassis XL 4x4 SD Crew Cab 179 in. WB SRW - US

Series ID: W3F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$51,789	\$54,515.00
Total Options	\$1,064.00	\$1,170.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$54,848.00	\$57,680.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White
 Interior: 1S-(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$286.00	\$315.00
153	Front License Plate Bracket	NC	NC
179WB	179" Wheelbase	STD	STD
1S_06	(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	NC	NC
41H	Engine Block Heater	\$173.00	\$190.00
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
473	Snow Plow Prep Package	\$228.00	\$250.00
630A	Order Code 630A	NC	NC
64F	Wheels: 18" Argent Painted Steel	Included	Included
872	Rear View Camera & Prep Kit	\$377.00	\$415.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 11,400 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4 Communications & Entertainment System	Included	Included
TCH	Tires: LT275/65Rx18E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X4M	Electronic-Locking w/4.30 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Body Material: aluminum body material
: trailering with harness, brake controller
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer

Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 335-hp, 7.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



The Knapheide Manufacturing Company
 1848 Westphalia Strasse | PO Box 7140
 Quincy, IL 62305-7140
 www.knapheide.com

QUOTATION

Quote Number: L0179-24

Account Manager: **Andy Wemhoener**
 awemhoener@knapheide.com
 (217) 592-5020

Quote Prepared By: **Josh Herzog**
 jherzog@knapheide.com
 (217) 592-5425

Customer Information:

Customer: **Enterprise Fleet Management**
 Customer Number: **8847**

End Customer: **Madras City Of OR**
 Contact: **Cody Stanley**
 Email: **cody.d.stanley@efleets.com**

#23517

Quote Information:

Quote Date: 01/29/2024

Quote Expiration: **02/28/2024**

Quoted Qty: **1**

Quote Terms: NET 30 DAYS
 (Subject to Credit Approval)

Vehicle Information:

Year: 2024
 Axle: Single Rear Wheel
 Engine: A 7.3-G

Make: Ford
 CA: 60 Inches
 Fuel Type: Gas

Model: W3F-F350-9
 Wheel Base: 179 inches
 Transmission: Automatic

Cab: Crew
 GVWR: 11,400
 2/4 WD: 4 Wheel Drive

Delivery Information:

Total Price Includes F.O.B.: Sandy, OR

Installer: **Knapheide Trk-nw-portland**
 2500 NW Marine Drive
 Troutdale, OR

Ship Via: Installer

Base Quote Information:

Qty	Item Description	Notes/Specifications
1	9' PVMX Platform	
	Overall length - - - - - 9'-5"	electrodeposition gray epoxy primer.
	Overall width- - - - - 79.75"	Undercoating - - - - - Complete undercoating
	Platform Floor - - - - - 2" nom. dense ylw. pine	Platform finish paint - Oven-cured black paint
	Side rails - - - - - 5.88" 12 Ga. HS	Platform lights- - - - - 8 rectangular, sealed
	End Rail, front- - - - - 5.88" 12 Ga. HS	Cushion strips- - - - - Optional
	Cross sills (24"spc.)- -4.12" 11 Ga. HS formed	Tapered rear skirt/rear end rail combination, 12Ga.
	Long sills (34"spc.)- - 4" structural channel	WARRANTY: Standard Knapheide Limited Warranty
	Platform prime paint - -Complete immersion in	
1	40"H Tapered Bulkhead	
1	Rope Hooks Installed	
1	Receiver Hitch	
1	Install OEM Backup Camera	
1	Installed Delivery to	Sandy, OR

Total _____ \$9,325
 Freight _____
Total Sell Price _____ \$9,325

Quoted price subject to the following:

- Quoted price reflects the latest price in U.S. Dollars.
- Quoted price is intended to be good until quote expiration date, but is subject to change.
- Quoted price is F.O.B. Quincy Factory or F.O.B. Installation Point, as appropriate.
- Prices applies to quantity quoted only, any change in quantity may result in price change.
- Quotes are based on chassis make and model as originally provided by Customer and are subject to change based on variations of chassis design/specification submitted with Customer PO.
- Prices are exclusive of all taxes and Customers shall pay any applicable sales, use, goods and services, consumption, excise or other tax and duties or tariffs that may be assessed.

Cancellation Policy:

All Cancellation requests will be reviewed and are subject to approval. All requests must be made in writing. Each order will be reviewed according to its status at time of request. Cancellation requests may be denied depending on the status of the order. If an order is canceled, charges will be assessed at time of cancellation. Knapheide is committed to mitigating cancellation charges as much as possible.

Warranty:

Standard Knapheide Limited Warranty applies to all product manufactured by Knapheide. Products sold by Knapheide but not manufactured by Knapheide are covered exclusively by the product manufacturer's warranty in effect at the time of delivery, if any.

Pacific Truck Colors, Inc.

19225 SW 125th Ct
Tualatin, OR 97062 USA

Phone: 503-692-7247
Fed ID: 93-0899884

Quote No: 36804

Wednesday, January 17, 2024

Page: 1

Attention:

Enterprise Fleet Management

20400 SW Teton Ave
Tualatin, OR 97062
Phone: 503-612-8156
Fax: 503-692-5232

Vehicle Information

License:		VIN:	
Mileage:	0	Description:	2024 FORD F250 CREW CAB 8' BED 4X4
Unit Number:			SRW GAS W/ FACTORY INSTALLED SNOW PREP PLOW PACKAGE

Line: 1

Part ID: **EQUIPMENT SALES**
EQUIPMENT SALES

Rev: A

2024 FORD F250 CREW CAB 8' BED 4X4 SRW GAS W/ FACTORY INSTALLED SNOW PREP PLOW PACKAGE

PROVIDE AND INSTALL:

- BOSS DXT 8'2" STEEL V PLOW TO INCLUDE THE FOLLOWING:
- MSC18082 DXT 8'2" STEEL
- MSC15002B COUPLER UNIT W/ SL3 LIGHT PACKAGE WITH SMARTHITCH2 & SMARTLOCK CYLINDERS
- LTA10200 UNDERCARRIAGE FORD F250 2017+
- MSC09601 SMARTTOUCH2 V-PLOW CONTROLLER
- MSC25012 WIRING KIT
- MSC25275 LIGHT ADAPTER
- MSC01570 CAST IRON PLOW SHOE W/ HARDWARE

FREIGHT

Quantity	U/M	Unit Price	Addl Charge	Lead Time	Total Price
1.00	EA	\$19,100.00000			\$19,100.00

Salesperson: Matthew Bullock
Prices are Valid Until Saturday, January 27, 2024

Pacific Truck Colors, Inc.

19225 SW 125th Ct
Tualatin, OR 97062 USA

Phone: 503-692-7247
Fed ID: 93-0899884

Quote No: 36804
Wednesday, January 17, 2024

Page: 1

Customer Order Approval Signature

Date

25% RE-STOCKING FEE IF QUOTE IS APPROVED, ORDER IS PLACED AND CUSTOMER CANCELS

"THE ABOVE AMOUNT DOES NOT INCLUDE WASHINGTON SALES TAX"

Please Note: If you wish to pay by credit CARD, we charge a 3.5% surcharge otherwise we gladly accept ACH, cash, debit or check at no additional cost. Any billing related questions please contact Bianca Jimenez at biancai@truckcolors.com

Prepared For: City of Madras

Date: 05/23/2024

AE/AM: MBO

Unit # 27MMMH
Year 2024 **Make** Ford **Model** F-350 Chassis
Series XL 4x4 SD Crew Cab 179 in. WB SRW

Vehicle Order Type Ordered **Term** 48 **State** OR **Customer#** 635144

\$ 77,462.00	Capitalized Price of Vehicle ¹
\$ 263.58 *	Sales Tax <u>0.5000%</u> State <u>OR</u>
\$ 391.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 11,250.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Dark Slate w/Cloth 40/20/40 Spli
Lic. Plate Type	Unknown
GVWR	0

\$ 66,512.00	Total Capitalized Amount (Delivered Price)
\$ 1,163.96	Depreciation Reserve @ <u>1.7500%</u>
\$ 346.77	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,510.73	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 65.52	Full Maintenance Program ³ Contract Miles <u>26,400</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0500</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 65.52 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% **State**

\$ 1,576.25 Total Monthly Rental Including Additional Services

\$ 10,641.92	Reduced Book Value at <u>48</u> Months
\$ 450.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,600
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Service/Utility - Install (AME Quote: L0181-24)	C	\$ 0.00
Service/Utility - Equipment	C	\$ 17,670.00
Receiver Hitch (AME Quote: L0181-24)	C	\$ 0.00
Winch (AME Quote: L0181-24)	C	\$ 4,580.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 22,250.00
Aftermarket Equipment Total		\$ 22,250.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 450.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 750.00



VEHICLE INFORMATION:

2024 Ford F-350 Chassis XL 4x4 SD Crew Cab 179 in. WB SRW - US

Series ID: W3F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$51,789	\$54,515.00
Total Options	\$1,428.00	\$1,570.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$55,212.00	\$58,080.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White

Interior: 1S-(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$286.00	\$315.00
153	Front License Plate Bracket	NC	NC
179WB	179" Wheelbase	STD	STD
1S_06	(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	NC	NC
41H	Engine Block Heater	\$173.00	\$190.00
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
59H	Center High-Mounted Stop Lamp (CHMSL)	NC	NC
630A	Order Code 630A	NC	NC
64F	Wheels: 18" Argent Painted Steel	Included	Included
872	Rear View Camera & Prep Kit	\$377.00	\$415.00
91S	Amber 360-Degree Dual Beacon LED Warning Strobes	\$592.00	\$650.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 11,400 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4 Communications & Entertainment System	Included	Included
TCH	Tires: LT275/65Rx18E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X4M	Electronic-Locking w/4.30 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

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Upfitter Switches: upfitter switches

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Tachometer: tachometer
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Transmission Oil Temp Gauge: transmission oil temp. gauge
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Lights On Warning: lights-on warning
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Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
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Driver Fore/Aft: manual driver and passenger fore/aft adjustment
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Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 335-hp, 7.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



The Knapheide Manufacturing Company
 1848 Westphalia Strasse | PO Box 7140
 Quincy, IL 62305-7140
 www.knapheide.com

QUOTATION

Quote Number: L0181-24

Account Manager: **Andy Wemhoener**
 awemhoener@knapheide.com
 (217) 592-5020

Quote Prepared By: **Josh Herzog**
 jherzog@knapheide.com
 (217) 592-5425

Customer Information:

Customer: **Enterprise Fleet Management**
 Customer Number: **8847**

End Customer: **Madras City Of OR** #23520
 Contact: **Cody Stanley**
 Email: **cody.d.stanley@efleets.com**

Quote Information:

Quote Date: 02/01/2024

Quote Expiration: **03/02/2024** Quoted Qty: **1**

Quote Terms: NET 30 DAYS
 (Subject to Credit Approval)

Vehicle Information:

Year: 2024
 Axle: Single Rear Wheel
 Engine: A 7.3-G

Make: Ford
 CA: 60 Inches
 Fuel Type: Gas

Model: W3F-F350-9
 Wheel Base: 179 inches
 Transmission: Automatic

Cab: Crew
 GVWR: 11,400
 2/4 WD: 4 Wheel Drive

Delivery Information:

Total Price Includes F.O.B.: Sandy, OR

Drop Ship Code: 860370
 Ship Via: Installer

Installer: **Knapheide Trk-nw-portland**
 2500 NW Marine Drive
 Troutdale, OR

Base Quote Information:

Qty	Item Description	Notes/Specifications
1	5108F Service Body	OVERALL LENGTH: ----- 107-1/4" OVERALL WIDTH: ----- 78" FLOOR WIDTH: ----- 49" SIDE COMPARTMENT HEIGHT: ---- 40" SIDE COMPARTMENT DEPTH: ---- 14-1/2" FLOOR HEIGHT: ----- 24" STREETSIDE COMPARTMENTATION: 1V = 35-1/4" in length x 40" high H = 72" in length x 18-1/2" high 2V = 27-1/4" in length x 21-1/2" high CURBSIDE COMPARTMENTATION: 1V = 35-1/4" in length x 40" high H = 72" in length x 18-1/2" high 2V = 27-1/4" in length x 21-1/2" high STANDARD SHELIVING: Includes (2) adjustable divider shelves each front vertical compartment, (1) bolt-in divider shelf curbside horizontal compartment, no shelving in either rear vertical compartment, and (32) shelf dividers. WARRANTY: Standard Knapheide Limited Warranty
1	Grab Handles Installed	One Each Side At Rear
1	Receiver Hitch	
1	Install OEM Backup Camera	
1	Installer Delivery to	Sandy, OR

Total \$17,670
 Freight _____
Total Sell Price \$17,670

The following options may be added:

Opt#	Qty	Item Description	Notes/Specifications	Price
1	1	Warn Front Bumper Winch	**Warn Will Not Guarantee Fitment for 2024 Model at This Time. Option and Price are Subject to Change Pending Warn Supplying Information.	\$4,580

Quote Continued

Quoted price subject to the following:

1. Quoted price reflects the latest price in U.S. Dollars.
2. Quoted price is intended to be good until quote expiration date, but is subject to change.
3. Quoted price is F.O.B. Quincy Factory or F.O.B. Installation Point, as appropriate.
4. Prices applies to quantity quoted only, any change in quantity may result in price change.
5. Quotes are based on chassis make and model as originally provided by Customer and are subject to change based on variations of chassis design/specification submitted with Customer PO.
6. Prices are exclusive of all taxes and Customers shall pay any applicable sales, use, goods and services, consumption, excise or other tax and duties or tariffs that may be assessed.

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Warranty:

Standard Knapheide Limited Warranty applies to all product manufactured by Knapheide. Products sold by Knapheide but not manufactured by Knapheide are covered exclusively by the product manufacturer's warranty in effect at the time of delivery, if any.

Knapheide thanks you for the opportunity to quote.

Prepared For: City of Madras

Date: 05/29/2024

AE/AM: MB0

Unit #

Year: 2024 **Make:** Ford **Model:** F-150

Series: XL 4x4 SuperCrew Cab 6.5 ft. box 157 in. WB

Vehicle Order Type: Ordered **Term:** 60 **State:** OR **Customer#:** 635144

\$ 54,126.00	Capitalized Price of Vehicle ¹
\$ 240.15 *	Sales Tax @ <u>0.5000%</u> State <u>OR</u>
\$ 391.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Black w/Medium Dark Slate w/Cloth 40/20
Lic. Plate Type	Unknown
GVWR	0

\$ 54,426.00	Total Capitalized Amount (Delivered Price)
\$ 816.39	Depreciation Reserve @ <u>1.5000%</u>
\$ 263.22	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,079.61 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 61.31 Full Maintenance Program ³ Contract Miles 33,000

OverMileage Charge \$ 0.0500 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0

Tires 0

Loaner Vehicle Not Included

\$ 61.31 Additional Services SubTotal

\$ 0.00 Use Tax @ 0.0000% **State**

\$ 1,140.92 Total Monthly Rental Including Additional Services

\$ 5,442.60 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,600
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Cap/Topper - Quote # 36800 (AME Quote: 36800)	C	\$ 3,830.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 3,830.00
Aftermarket Equipment Total		\$ 3,830.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 450.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 750.00

VEHICLE INFORMATION:

2024 Ford F-150 XL 4x4 SuperCrew Cab 6.5 ft. box 157 in. WB - US

Series ID: W1L

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,282	\$49,510.00
Total Options	\$3,019.00	\$3,315.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$52,296.00	\$54,820.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White
 Interior: CS-(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
103A	Equipment Group 103A High	\$1,088.00	\$1,195.00
153	Front License Plate Bracket	NC	NC
157WB	157" Wheelbase	STD	STD
425	50 State Emissions System	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
53T	Tow/Haul Package	\$715.00	\$785.00
67T	Integrated Trailer Brake Controller	Included	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included	Included
94W	Amber/White Strobe Color LED Warning Beacons	\$592.00	\$650.00
96W	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
998	Engine: 3.5L V6 EcoBoost	\$82.00	\$90.00
C	Cloth 40/20/40 Front Seat	Included	Included
CHMBMP	Chrome Bumpers	Included	Included
CS_01	(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	NC	NC
INTWRK	Interior Work Surfaces	Included	Included
LEDFOG	LED Fog Lamps	Included	Included
NONWL	Wheels: 17" Silver Painted Aluminum	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,200 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM SiriusXM w/360L	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XL9	Electronic Locking w/3.55 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Integrated Storage: pickup integrated storage
Body Material: aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Navigation System: Connected Navigation navigation system with voice activation
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM with 360L AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 400-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Pacific Truck Colors, Inc.

19225 SW 125th Ct
Tualatin, OR 97062 USA
Phone: 503-692-7247
Fed ID: 93-0899884

Quote No: 36800
Tuesday, January 16, 2024

Page: 1

Attention:

Enterprise Fleet Management

20400 SW Teton Ave
Tualatin, OR 97062
Phone: 503-612-8156
Fax: 503-692-5232

Vehicle Information

License: VIN:
Mileage: 0 Description:
Unit Number: 2024 FORD F150 SUPERCREW 6.5' BED

Line: **1** Part ID: **EQUIPMENT SALES** Rev: **A**

EQUIPMENT SALES

2024 FORD F150 SUPERCREW 6.5' BED

PROVIDE AND INSTALL:

LEER DCC CAB HIGH CANOPY PAINTED WHITE TO INCLUDE:

- SOLID FRONT
- SOLID SIDES (NO DOORS)
- SOLID LIFT REAR DOOR
- BRAKELIGHT

Quantity	U/M	Unit Price	Addl Charge	Lead Time	Total Price
1.00	EA	\$3,830.00000			\$3,830.00

Salesperson: Matthew Bullock
Prices are Valid Until Friday, January 26, 2024

Customer Order Approval Signature

Date

25% RE-STOCKING FEE IF QUOTE IS APPROVED, ORDER IS PLACED AND CUSTOMER CANCELS

"THE ABOVE AMOUNT DOES NOT INCLUDE WASHINGTON SALES TAX"

Please Note: If you wish to pay by credit CARD, we charge a 3.5% surcharge otherwise we gladly accept ACH, cash, debit or check at no additional cost. Any billing related questions please contact Bianca Jimenez at biancaj@truckcolors.com

Prepared For: City of Madras

Date: 05/23/2024

AE/AM: MBO

Unit #

Year: 2024 **Make:** Ford **Model:** F-250

Series: XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW

Vehicle Order Type: Ordered **Term:** 60 **State:** OR **Customer#:** 635144

\$ 71,505.00	Capitalized Price of Vehicle ¹
\$ 247.34 *	Sales Tax <u>0.5000%</u> State OR
\$ 391.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 10,000.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Dark Slate w/Cloth 40/20/40 Spli
Lic. Plate Type	Unknown
GVWR	0

\$ 61,805.00	Total Capitalized Amount (Delivered Price)
\$ 927.08	Depreciation Reserve @ <u>1.5000%</u>
\$ 308.54	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,235.62 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 67.23 Full Maintenance Program ³ Contract Miles 33,000

OverMileage Charge \$ 0.0500 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0

Tires 0

Loaner Vehicle Not Included

\$ 67.23 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% State

\$ 1,302.85 Total Monthly Rental Including Additional Services

\$ 6,180.20 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,600
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Snow Plow - Q # 36804 (AME Quote: 36804)	C	\$ 19,100.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 19,100.00
Aftermarket Equipment Total		\$ 19,100.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 450.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 750.00

VEHICLE INFORMATION:

2024 Ford F-250 XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW - US

Series ID: W2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$49,181	\$51,770.00
Total Options	\$1,229.00	\$1,350.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$52,405.00	\$55,115.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White

Interior: 1S-(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$286.00	\$315.00
153	Front License Plate Bracket	NC	NC
176WB	176" Wheelbase	STD	STD
1S_06	(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	NC	NC
41H	Engine Block Heater	\$173.00	\$190.00
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
473	Snow Plow Prep Package	\$228.00	\$250.00
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
67D	190 Amp Alternator	Included	Included
85S	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75R17E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass

Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Pacific Truck Colors, Inc.

19225 SW 125th Ct
Tualatin, OR 97062 USA
Phone: 503-692-7247
Fed ID: 93-0899884

Quote No: 36804
Wednesday, January 17, 2024

Page: 1

Attention:

Enterprise Fleet Management

20400 SW Teton Ave
Tualatin, OR 97062
Phone: 503-612-8156
Fax: 503-692-5232

Vehicle Information

License: VIN:
Mileage: 0 Description: 2024 FORD F250 CREW CAB 8' BED 4X4
Unit Number: SRW GAS W/ FACTORY INSTALLED
SNOW PREP PLOW PACKAGE

Line: 1

Part ID: **EQUIPMENT SALES**
EQUIPMENT SALES

Rev: A

2024 FORD F250 CREW CAB 8' BED 4X4 SRW GAS W/ FACTORY INSTALLED SNOW PREP PLOW PACKAGE

PROVIDE AND INSTALL:

- BOSS DXT 8'2" STEEL V PLOW TO INCLUDE THE FOLLOWING:
- MSC18082 DXT 8'2" STEEL
- MSC15002B COUPLER UNIT W/ SL3 LIGHT PACKAGE WITH SMARTHITCH2 & SMARTLOCK CYLINDERS
- LTA10200 UNDERCARRIAGE FORD F250 2017+
- MSC09601 SMARTTOUCH2 V-PLOW CONTROLLER
- MSC25012 WIRING KIT
- MSC25275 LIGHT ADAPTER
- MSC01570 CAST IRON PLOW SHOE W/ HARDWARE

FREIGHT

Quantity	U/M	Unit Price	Addl Charge	Lead Time	Total Price
1.00	EA	\$19,100.00000			\$19,100.00

Salesperson: Matthew Bullock
Prices are Valid Until Saturday, January 27, 2024

Pacific Truck Colors, Inc.

19225 SW 125th Ct
Tualatin, OR 97062 USA

Phone: 503-692-7247
Fed ID: 93-0899884

Quote No: 36804
Wednesday, January 17, 2024

Page: 1

Customer Order Approval Signature

Date

25% RE-STOCKING FEE IF QUOTE IS APPROVED, ORDER IS PLACED AND CUSTOMER CANCELS

"THE ABOVE AMOUNT DOES NOT INCLUDE WASHINGTON SALES TAX"

Please Note: If you wish to pay by credit CARD, we charge a 3.5% surcharge otherwise we gladly accept ACH, cash, debit or check at no additional cost. Any billing related questions please contact Bianca Jimenez at biancaj@truckcolors.com



Airport H1 - Louisville

Open-End (Equity) Lease Rate Quote

Prepared For: City of Madras

Date 05/23/2024

AE/AM MBO

Unit #

Year 2024 Make Ford Model F-250

Series XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW

Vehicle Order Type Ordered Term 60 State OR Customer# 635144

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, License Fee, Registration Fee, Other, Capitalized Price Reduction, Tax on Capitalized Price Reduction, Gain Applied From Prior Unit, Tax on Gain On Prior, Security Deposit, and Tax on Incentive.

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Table with 2 columns: Field and Value. Includes Driver Name, Exterior Color (0 P) Oxford White, Interior Color (0 I) Medium Dark Slate w/Cloth 40/20/40 Spli, Lic. Plate Type Unknown, and GVWR 0.

Summary table with 2 columns: Amount and Description. Includes Total Capitalized Amount (Delivered Price), Depreciation Reserve @ 1.5000%, and Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)^2.

Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Table with 2 columns: Amount and Description. Includes Master Policy Enrollment Fees, Commercial Automobile Liability Enrollment, and Liability Limit \$0.00.

Physical Damage Management Comp/Coll Deductible 0 / 0

Full Maintenance Program 3 Contract Miles 33,000 OverMileage Charge \$ 0.0500 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0 # Tires 0 Loaner Vehicle Not Included

Additional Services SubTotal

Use Tax 0.0000% State

Total Monthly Rental Including Additional Services

Reduced Book Value at 60 Months

Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,600 (Current market and vehicle conditions may also affect value of vehicle) (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

2 Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Snow Plow - Q # 36804 (AME Quote: 36804)	C	\$ 19,100.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 19,100.00
Aftermarket Equipment Total		\$ 19,100.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 450.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 750.00



VEHICLE INFORMATION:

2024 Ford F-250 XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW - US

Series ID: W2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$49,181	\$51,770.00
Total Options	\$1,229.00	\$1,350.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$52,405.00	\$55,115.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White

Interior: 1S-(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$286.00	\$315.00
153	Front License Plate Bracket	NC	NC
176WB	176" Wheelbase	STD	STD
1S_06	(0 I) Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	NC	NC
41H	Engine Block Heater	\$173.00	\$190.00
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
473	Snow Plow Prep Package	\$228.00	\$250.00
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
67D	190 Amp Alternator	Included	Included
85S	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass

Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Pacific Truck Colors, Inc.

19225 SW 125th Ct
Tualatin, OR 97062 USA
Phone: 503-692-7247
Fed ID: 93-0899884

Quote No: 36804
Wednesday, January 17, 2024

Page: 1

Attention:

Enterprise Fleet Management

20400 SW Teton Ave
Tualatin, OR 97062
Phone: 503-612-8156
Fax: 503-692-5232

Vehicle Information

License: VIN:
Mileage: 0 Description:
Unit Number: 2024 FORD F250 CREW CAB 8' BED 4X4
SRW GAS W/ FACTORY INSTALLED
SNOW PREP PLOW PACKAGE

Line: 1

Part ID: **EQUIPMENT SALES**
EQUIPMENT SALES

Rev: A

2024 FORD F250 CREW CAB 8' BED 4X4 SRW GAS W/ FACTORY INSTALLED SNOW PREP PLOW PACKAGE

PROVIDE AND INSTALL:

BOSS DXT 8'2" STEEL V PLOW TO INCLUDE THE FOLLOWING:
MSC18082 DXT 8'2" STEEL
MSC15002B COUPLER UNIT W/ SL3 LIGHT PACKAGE WITH SMARTHITCH2 & SMARTLOCK CYLINDERS
LTA10200 UNDERCARRIAGE FORD F250 2017+
MSC09601 SMARTTOUCH2 V-PLOW CONTROLLER
MSC25012 WIRING KIT
MSC25275 LIGHT ADAPTER
MSC01570 CAST IRON PLOW SHOE W/ HARDWARE

FREIGHT

Quantity	U/M	Unit Price	Addl Charge	Lead Time	Total Price
1.00	EA	\$19,100.00000			\$19,100.00

Salesperson: Matthew Bullock
Prices are Valid Until Saturday, January 27, 2024

Pacific Truck Colors, Inc.

19225 SW 125th Ct
Tualatin, OR 97062 USA
Phone: 503-692-7247
Fed ID: 93-0899884

Quote No: 36804

Wednesday, January 17, 2024

Page: 1

Customer Order Approval Signature

Date

25% RE-STOCKING FEE IF QUOTE IS APPROVED, ORDER IS PLACED AND CUSTOMER CANCELS

"THE ABOVE AMOUNT DOES NOT INCLUDE WASHINGTON SALES TAX"

Please Note: If you wish to pay by credit CARD, we charge a 3.5% surcharge otherwise we gladly accept ACH, cash, debit or check at no additional cost. Any billing related questions please contact Bianca Jimenez at biancaj@truckcolors.com

Prepared For: City of Madras

Date 05/29/2024
AE/AM MBO

Unit #
Year 2024 **Make** Ford **Model** F-150
Series XL 4x4 SuperCrew Cab 6.5 ft. box 157 in. WB
Vehicle Order Type Ordered **Term** 60 **State** OR **Customer#** 635144

\$ 50,296.00	Capitalized Price of Vehicle ¹
\$ 240.15 *	Sales Tax @ <u>0.5000%</u> State OR
\$ 391.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color (0 P) Oxford White
Interior Color (0 I) Black w/Medium Dark Slate w/Cloth 40/20
Lic. Plate Type Unknown
GVWR 0

\$ 50,596.00	Total Capitalized Amount (Delivered Price)
\$ 758.94	Depreciation Reserve @ <u>1.5000%</u>
\$ 244.89	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,003.83 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 61.31	Full Maintenance Program ³ Contract Miles <u>33,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0500</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 61.31 Additional Services SubTotal

\$ 0.00	Use Tax @ <u>0.0000%</u>	State
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\$ 1,065.14 Total Monthly Rental Including Additional Services

\$ 5,059.60	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,600
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 250.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 500.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 800.00

VEHICLE INFORMATION:

2024 Ford F-150 XL 4x4 SuperCrew Cab 6.5 ft. box 157 in. WB - US

Series ID: W1L

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,282	\$49,510.00
Total Options	\$3,019.00	\$3,315.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$52,296.00	\$54,820.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: CS-(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
103A	Equipment Group 103A High	\$1,088.00	\$1,195.00
157WB	157" Wheelbase	STD	STD
425	50 State Emissions System	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
53T	Tow/Haul Package	\$715.00	\$785.00
67T	Integrated Trailer Brake Controller	Included	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included	Included
94W	Amber/White Strobe Color LED Warning Beacons	\$592.00	\$650.00
96W	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
998	Engine: 3.5L V6 EcoBoost	\$82.00	\$90.00
C	Cloth 40/20/40 Front Seat	Included	Included
CHMBMP	Chrome Bumpers	Included	Included
CS_01	(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	NC	NC
INTWRK	Interior Work Surfaces	Included	Included
LEDFOG	LED Fog Lamps	Included	Included
NONWL	Wheels: 17" Silver Painted Aluminum	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,200 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM SiriusXM w/360L	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XL9	Electronic Locking w/3.55 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Integrated Storage: pickup integrated storage
Body Material: aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Navigation System: Connected Navigation navigation system with voice activation
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM with 360L AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 400-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: City of Madras
Funk, Chris

Date 06/14/2024
AE/AM MB0/DOW

Unit #

Year 2025 **Make** Chevrolet **Model** Equinox
Series LT 4dr All-Wheel Drive

Vehicle Order Type Ordered **Term** 60 **State** OR **Customer#** 635144

\$ 33,759.60	Capitalized Price of Vehicle ¹
\$ 160.34 *	Sales Tax <u>0.5000%</u> State <u>OR</u>
\$ 391.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 800.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color (0 P) Summit White
Interior Color
Lic. Plate Type Government
GVWR 0

\$ 34,559.60	Total Capitalized Amount (Delivered Price)
\$ 466.55	Depreciation Reserve @ <u>1.3500%</u>
\$ 179.22	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 645.77	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 72.10	Full Maintenance Program ³ Contract Miles <u>50,000</u>	OverMileage Charge	<u>\$ 0.0500</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 72.10 Additional Services SubTotal

\$ 0.00	Use Tax <u>0.0000%</u>	State
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\$ 717.87 Total Monthly Rental Including Additional Services

\$ 6,566.60	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Madras

BY	TITLE	DATE
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* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 250.00
Pricing Plan Delivery Charge	C	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 800.00
Other Charges Total		\$ 800.00

VEHICLE INFORMATION:

2025 Chevrolet Equinox LT 4dr All-Wheel Drive - US

Series ID: 1PT26

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$29,192.4	\$30,600.00
Total Options	\$3,112.20	\$3,420.00
Destination Charge	\$1,395.00	\$1,395.00
Total Price	\$33,699.60	\$35,415.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White

Interior: -

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2LT	Preferred Equipment Group 2LT	NC	NC
A2X	Driver 8-Way Power Seat Adjuster	Included	Included
A7E	Front Passenger 4-Way Manual Seat Adjuster	Included	Included
AL9	2-Way Power Driver Lumbar Control Seat Adjuster	Included	Included
AR9	Front Bucket Seats	STD	STD
ASV	Cabin Humidity & Windshield Sensor	Included	Included
C3M	GVWR: 4,850 lbs (2,200 kgs)	STD	STD
CE1	Intermittent Front Rain-Sensing Wipers	Included	Included
CJ2	Dual-Zone Automatic Climate Control	Included	Included
CMO	Heated Wiper Park	Included	Included
CWA	Rear Camera Mirror Washer	Included	Included
CWN	Safety & Technology Package	\$987.35	\$1,085.00
DRZ	Rear Camera Mirror	Included	Included
FHB	3.47 Final Drive Axle Ratio	STD	STD
GAZ_02	(0 P) Summit White	NC	NC
K4C	Wireless Charging for Devices	Included	Included
KA1	Heated Driver & Front Passenger Seats	Included	Included
LSD	Engine: 1.5L Turbo DOHC 4-Cyl SIDI VVT	STD	STD
MGH	Transmission: 8-Speed Automatic	STD	STD
NONTM	Evotex Seat Trim	Included	Included
PAINT	Monotone Paint Application	STD	STD
RJS	Tires: 235/65R17 All-Season Blackwall	Included	Included
RSC	Wheels: 17" Grazen Metallic Machined-Face Aluminum	STD	STD
T3U	Front Fog Lamps	Included	Included
TCP	AutoSense Hands-Free Power Programmable Liftgate	Included	Included
U2K	SiriusXM	Included	Included
UG1	Programmable Universal Home Remote	Included	Included
UKK	Rear Pedestrian Alert	Included	Included
URL	Radio: 11.3" Diagonal Advanced Color LCD Display	STD	STD
UV2	HD Surround Vision	Included	Included
UVX	Traffic Sign Recognition	Included	Included
V2P	Roof Rails	Included	Included
VK3	Front License Plate Mounting Package	\$36.40	\$40.00

CODE	DESCRIPTION	INVOICE	MSRP
VK8	Overhead Sunglass Storage	Included	Included
VLI	Cargo Mat (LPO)	\$86.45	\$95.00
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
ZQ3	Convenience Package II	\$2,002.00	\$2,200.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Door Closing Assist: door auto-latch
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
Roof Rack: rails only
Body Side Cladding: black bodyside cladding
Grille: black w/chrome accents grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control adaptive
Trunk/Hatch/Door Remote Release: proximity cargo access remote release
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: heated steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Garage Door Opener: garage door transmitter
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Navigation System: navigation system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 5G Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Front Fog Lights: front fog lights
Front Wipers: variable intermittent wipers with heating wiper park
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: leather front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Mats: vinyl/rubber cargo mat
Cargo Light: cargo light

Standard Engine:

Engine 175-hp, 1.5-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

VIN	Year	Make	Model	Specs	Current Odometer	Current Wholesale Value	Driver	Dept	Replacement Vehicle	Quote #	Case # (Jeff, ignore this, its for Enterprise)	Down Payment	Monthly Payment (Includes Maintenance)	Est Cost Increase (5%)	Upfit Specs
1FTPW14515KE98794	2005	Ford	F-150 SuperCrew	F-150 Short Box	74,250	\$3,975	Jeff Hurd	Administrative	F-150 Crew 6.5ft Bed	7804808	N/A	\$0	\$1,065	\$1,118	None
1FTW31Y75ED36329	2005	Ford	F-350	F-350 Reg. Bed, Snow Plow	71,244	\$3,825	Airport	Airport	F-250 Crew 8ft bed Snow Plow	7730026	23514	\$10,000	\$1,300	\$1,365	Boss V-plow
1FD7X3F66EB69617	2016	Ford	F-350 Chassis	F-350 Utility Box	55,900	\$25,763	Jarrold Eurto	Fleet Mechanic	F-350 Crew Utility Box, Winch	7731541	23520	\$11,250	\$1,570	\$1,649	Knapsheide 500 series, no rack, led lights, flip top, receiver hitch, grab handles, Hitch, Grab Handles, 8k Warn Winch
1GCEK19V662763425	2006	Chevrolet	Silverado 1500	1/2 ton chev Reg. Bed	117,644	\$3,688	Kyle Whitaker	Golf Miant	F-250 Crew 8ft bed Snow Plow	7730026	23514	\$10,000	\$1,300	\$1,365	Boss V-plow
1FTPW14VX9FA34658	2009	Ford	F-150 SuperCrew	F-150 Short Bed, Canopy	136,961	\$6,338	Chris Funk	Operations	F-150 Crew 6.5ft Bed, Canopy	7730005	23513	\$0	\$1,140	\$1,197	Leer DCC Canopy
1FTNF20L4E816145	2004	Ford	F-250	F-250 Utility Bed, Lift Gate	114,000	\$813	Genero Loredo	Parks	F-350 Utility Bed, SRW Lift Gate	7730048	23516	\$11,000	\$1,325	\$1,391	Knapsheide 500 series, no rack, led lights, flip top, G2 or similar tommy gate lifftgate
1FTNF20L4E816146	2004	Ford	F-250	F-250 Flat Bed	112,000	\$813	Seasonal	Parks	Keeping						
1FTNF20SX3E831669	2003	Ford	F-250	F-250 Reg. Bed	100,341	\$1,038	Seasonal	Parks	Keeping						
1GBH34K1SE230115	1995	*Chevrolet	*C15	1-ton Dual Flat Bed	112,745	\$500	Seasonal	Parks/Transportation	F-250 Crew 8ft bed Snow Plow	7730026	23514	\$10,000	\$1,300	\$1,365	Boss V-plow
1FDK38G9TEA12046	1996	*Ford	*F35	F-350 Flat Dump Bed, Snow Plow	78,431	\$500	Seasonal	Parks/Transportation	Keeping						
1FDHF25HOVEA56814	1997	*Ford	*250	F-250 Utility Bed	90,083	\$500	Zack Quinn	Transportation	F-250 Reg. Bed, Lift Gate	7730038	23515	\$0	\$1,200	\$1,260	Tommy Gate G2 1k payload
1FTSX21Y77EA85792	2007	Ford	F-250	F-250 Reg. Bed, Snow Plow	93,793	\$6,075	Chris Colton	Transportation	F-350 Crew 4x4 SRW Flatbed, Snow Plow	7807704	26427	\$14,250	\$1,675	\$1,759	Knapsheide 8ft. Bed, BHRT Bulkhead, Rope Hooks, Ratchet Straps, Receiver Hitch + Boss V-plow
1FTSX11Y0E6A90982	2009	Ford	F-250	F-250 Reg. Bed, Snow Plow	89,675	\$6,350	Scott Ough	Utilities	F-250 Crew 8ft bed Snow Plow	7730026	23514	\$10,000	\$1,300	\$1,365	Boss V-plow
1FTSX21S85EA36393	2005	Ford	F-250	F-250 Reg. Bed, Lift Gate	128,996	\$1,925	Brian Gribble	Utilities	F-150 Crew 6.5ft Bed	7804808	N/A	\$0	\$1,065	\$1,118	Tommy Gate G2 1k payload
1FDWW37Y25ED13384	2005	Ford	F-350 Chassis	F-350 Dual, Utility Bed, Crane	114,547	\$5,175	James Lange	Utilities	F-350 Crew Utility Bed - Crane	7731533	23518	\$18,500	\$1,720	\$1,806	Knapsheide 500 series, no rack, led lights, flip top, receiver hitch, grab handles, Hitch, Grab, Crane Reinforced, Crane Liftmor #3300
1GBHK23U67196478	2007	Chevrolet	Silverado 2500HD Classic	Utility Box	132,455	\$10,000	Pat Hanenkrat	Utilities	F-350 Utility Bed, SRW Lift Gate	7730048	23516	\$11,000	\$1,325	\$1,391	Knapsheide 500 series, no rack, led lights, flip top, receiver hitch, grab handles
1FTFW1EVBFC40849	2010	Ford	F-150	F-150 Short Bed	117,400	\$8,425	Dan Hall	Utilities	F-150 Crew 6.5ft Bed	7804808	N/A	\$0	\$1,065	\$1,118	None
1FTV14547NA15840	2007	Ford	F-150	F-150 Reg. Bed	135,373	\$5,225	Tanner Gilcrest	Utilities	F-150 Crew 6.5ft Bed	7804808	N/A	\$0	\$1,065	\$1,118	None
New Vehicle	New Vehicle	New Vehicle	New Vehicle	New Vehicle	New Vehicle	New Vehicle	Shane Bismah		F-150 Crew 6.5ft Bed, Canopy	7730005	23513	\$0	\$1,140	\$1,197	Leer DCC Canopy

*Vehicle Upfit is not price protected and may increase in cost between now (5/30) and when vehicles arrive (4-6 months). We estimate a maximum of 5% overall

Monthly Payment \$21,583

Oct - June Payments \$194,245

Down Payment \$106,000

Sell of Trucks (Revenue) -\$90,925

FY 24/25 Cost \$209,320

FY 25/26 Cost \$258,993

FY 26/27 Cost \$258,993









CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **DEQ LOAN AGREEMENT R62376**
Authorizing the Mayor to sign loan documents between the city of Madras and the Department of Environmental Quality, Clean Water State Revolving Fund for the design portion of the Demers Pump Station Upgrade.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approves loan agreement R62376 for the design portion of the Demers Pump Station Upgrade.

OVERVIEW:

The City of Madras obtained funding through the Department of Environmental Quality's Clean Water State Revolving Fund for 50% loan 50% principal forgiveness to design and construct the needed upgrade to the Demers Pump Station. This will be one of two agreements we will execute for this project. The \$150,000.00 is for the design portion of the project. Staff will bring back an amendment for the construction portion of the project.

STAFF ANALYSIS:

The Public Works Department has applied and received funding through the Clean Water State Revolving Fund loan to design and construct of new pump station that will replace the aging Demers Pump Station. This project is identified in the wastewater master plan as being needed to continue to serve future and existing development located in the industrial area.

Loan agreement R62376 will allow the city to move forward with the design phase of the upgrade to the Demers Pump Station. DEQ has approved \$150,000.00 for the design phase of the project from estimates given to staff from our engineer. Once the design is complete staff will apply for the remaining portion of the loan for the construction of the pump station upgrade.

The current interest rate through DEQ is 1.39% with a loan term of 30 years. The overall cost of the project is estimated at \$1,400,000.00 which includes the cost of design. This project was included in the budget process for 24-25 fiscal years.

FISCAL INFORMATION:

This project was approved through resolution and included in the budget process for the 2024-25 budget.

Wastewater Operations Fund, Capital Outlay503-030-540-2823

SUPPORTING DOCUMENTATION:

DEQ Loan Agreement

STRATEGIC GOAL:

**CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT
No. R62376**

BETWEEN

**THE STATE OF OREGON
ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY**

AND

CITY OF MADRAS

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THIS LOAN AGREEMENT (“Agreement”) is made and entered into as of the date (“**Effective Date**”) it is fully executed by both parties (and in the case of the State, approved by the Attorney General's Office, if required) and is by and between the **State of Oregon, acting by and through its Department of Environmental Quality (“DEQ”)**, and the **Borrower** (as defined below). Unless the context requires otherwise, capitalized terms not defined below shall have the meanings assigned to them by ARTICLE 9 of this Loan Agreement. The reference number for the Loan made pursuant to this Loan Agreement is Loan No. R62376.

DEQ agrees to make, and Borrower agrees to accept, the Loan on the terms and subject to the conditions set forth below.

ARTICLE 1: THE LOAN - SPECIFIC TERMS

DEQ agrees to make the Loan on the following terms and conditions:

(A) BORROWER: City of Madras

(B) BORROWER'S ADDRESS: 125 SW E Street
Madras, OR 97741

(C) LOAN AMOUNT: \$150,000

(D) TYPE AND PURPOSE OF LOAN. The Loan is a "Revenue Secured Loan" made by DEQ pursuant to OAR Section 340-054-0065(2) for the purpose of financing the Project.

(E) PROJECT TITLE: Demers Pump Station Upgrade

(F) DESCRIPTION OF THE PROJECT: This design loan is for the refurbishment and upgrading of the Demers pump station to replace piping, pumping, coatings, electrical, and valving. The existing pump station is beginning to fall apart and is in need of a major upgrade. The Demers pump station is one of five pump stations in the city and serves the industrial park. Per Borrower’s Wastewater Master Plan, the pump station will eventually be upsized to accommodate growth. However, an overhaul is needed now in order to continue serving sewer to the industrial area. Pump components will be arranged in such a way that when the future upgrade is done, it will be smoother and cheaper for the city.

(G) INTEREST RATE: One and 39/100 (1.39%) per annum. Calculation of interest is also discussed in ARTICLE 2(E) and in ARTICLE 2(F)(4) of this Agreement.

(H) REPAYMENT PERIOD: Ending no later than (a) thirty (30) years after the Completion Date or (b) thirty (30) years after the estimated Completion Date set forth in ARTICLE 3(A)(10), whichever date is earlier.

(I) TERMS OF REPAYMENT: An interest-only payment within six months after the estimated Project Completion Date set forth in ARTICLE 3(A)(10) and thereafter semi-annual

payments of principal and interest in accordance with APPENDIX A and ARTICLE 2(F) of this Agreement.

(J) PLEDGE: The Borrower hereby grants DEQ a security interest in and irrevocably pledges its Net Revenues to secure payment of and to pay the amounts due under this Loan Agreement. The Net Revenues so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by ORS 287A.310. The Borrower represents and warrants that the pledge of Net Revenues hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement pursuant to, ORS 287A.310. The Borrower covenants with DEQ and any assignee of this Agreement that except as otherwise expressly provided herein, the Borrower shall not issue any other obligations which have a pledge or lien on the Net Revenues superior to or on a parity with the pledge herein granted without the written permission of DEQ. The lien of this pledge is on a parity with the liens securing all other CWSRF loans between DEQ and the Borrower; provided, however, that this provision shall not affect the priority that prior CWSRF loans are entitled to in relation to any loans between Borrower and any third parties

(K) ANNUAL FEE: An annual fee of 0.5% of the Outstanding Loan Amount (as determined prior to the posting of the payment due on that date) is due during the Repayment Period commencing with the second payment date hereunder and annually thereafter.

(L) LOAN FORGIVENESS: If the Borrower completes the Project, and provided there is no default of any of the terms hereof, DEQ shall forgive fifty percent (50%) of the Loan or \$75,000, whichever is less (the portion of the Loan that is forgiven being referred to as the “Forgivable Loan”), on the date the first repayment is due hereunder. The amount of the Loan forgiveness will be determined when the Final Loan Amount is calculated.

ARTICLE 2: GENERAL LOAN PROVISIONS

(A) AGREEMENT OF DEQ TO LOAN. DEQ agrees to loan the Borrower an amount not to exceed the Loan Amount, subject to the terms and conditions of this Loan Agreement, but solely from funds available to DEQ in the Water Pollution Control Revolving Fund for its Clean Water State Revolving Fund program. This Loan Agreement is given as evidence of a Loan to the Borrower made by DEQ pursuant to ORS Chapters 190, 286A, 287A, and 468, and OAR Chapter 340, all as amended from time to time, consistent with the express provisions hereof.

(B) AVAILABILITY OF FUNDS. DEQ’s obligation to make the Loan described in this Agreement is subject to the availability of funds in the Water Pollution Control Revolving Fund for its CWSRF program, and DEQ shall have no liability to the Borrower or any other party if such funds are not available or are not available in amounts sufficient to fund the entire Loan described herein, as determined by DEQ in the reasonable exercise of its administrative discretion. Funds may not be available ahead of the estimated schedule of disbursements submitted by the Borrower, which is attached as APPENDIX B. This schedule may be revised from time to time by the parties without the necessity of an amendment by replacing the then current APPENDIX B with an updated APPENDIX B which is dated and signed by both parties. Furthermore, DEQ’s obligation to make any disbursement hereunder shall terminate on June 30, 2025.

(C) DISBURSEMENT OF LOAN PROCEEDS.

(1) Project Account(s). Loan proceeds (as and when disbursed by DEQ to the Borrower) shall be deposited in a Project account(s). The Borrower shall maintain Project account(s) as segregated account(s). Funds in the Project account(s) shall only be used to pay for Project costs, and all earnings on the Project account(s) shall be credited to the account(s).

(2) Documentation of Expenditures. The Borrower shall provide DEQ with written evidence of materials and labor furnished to and performed upon the Project, including, without limitation, invoices, verified contractor's pay requests, receipts, and other evidence that DEQ may require in its sole discretion (collectively, "Cost Documentation"). DEQ will disburse funds to pay Project costs only after the Borrower has provided Cost Documentation satisfactory to DEQ that such Project costs have been incurred (whether or not already paid by Borrower) and qualify for reimbursement under this Agreement and CWSRF Program Rules.

(3) Adjustments and Corrections. DEQ may at any time review and audit requests for disbursement and make adjustments for, among other things, ineligible expenditures, mathematical errors, items not built or bought, unacceptable work and other discrepancies. Nothing in this Agreement requires DEQ to pay any amount for labor or materials unless DEQ is satisfied that the claim therefor is reasonable and that the Borrower actually expended and used such labor or materials in the Project. In addition, DEQ shall not be required to make any disbursement which would cause the total of all disbursements made hereunder (including the requested disbursement) to be greater than the total estimated cost of the work completed at the time of the disbursement, as determined by DEQ.

(4) Contract Retainage Disbursement. DEQ will not disburse Loan proceeds to cover contractor retainage unless the Borrower is disbursing retainage to an escrow account and provides proof of the deposit, or until the Borrower provides proof that it paid retained funds to the contractor.

(D) AGREEMENT OF BORROWER TO REPAY. The Borrower agrees to repay all amounts owed on this Loan as described in ARTICLE 1(I) and ARTICLE 2(F) in U.S. Dollars in immediately available funds at the place listed for DEQ in ARTICLE 10(A). In any case, the Borrower agrees to repay all amounts owed on this Loan within the Repayment Period.

(E) INTEREST. Interest will accrue at the rate specified in ARTICLE 1(G) from the date that a disbursement hereunder is mailed or delivered to the Borrower or deposited into an account of the Borrower. Interest will accrue using a 365/366 day year and actual days elapsed.

(F) LOAN REPAYMENT.

(1) Preliminary Repayment Schedule; Interim Payments. The attached APPENDIX A is a preliminary repayment schedule based on the estimated date of the first

disbursement hereunder and Loan Amount. Until the final repayment schedule is effective, the Borrower shall make the payments set forth in the preliminary repayment schedule.

(2) Final Repayment Schedule. After the Borrower has submitted its final request for Loan proceeds and DEQ has made all required disbursements hereunder, DEQ will determine the Final Loan Amount and prepare a final payment schedule that provides for level semi-annual installment payments of principal and interest (commencing on the next semi-annual payment date), each in an amount sufficient to pay accrued interest to the date of payment and to pay so much of the principal balance as to fully amortize the then Outstanding Loan Amount over the remaining Repayment Period.

(3) Crediting of Scheduled Payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received. Scheduled payments will be applied first to fees due, if any, and then to interest, according to the applicable repayment schedule, and then to principal.

(4) Crediting of Unscheduled Payments. All unscheduled payments, including any prepayments and partial payments, will be applied first to fees due, if any, and then to accrued unpaid interest (which will be computed as otherwise provided in this Agreement, except that interest from the last payment date will be calculated using a 365/366 day year and actual days elapsed), and then to principal. In the case of a Loan prepayment that does not prepay all of the principal of the Loan, DEQ will determine, in its sole discretion, how it will apply such Loan prepayment to the Outstanding Loan Amount. After a partial payment, DEQ may, in its sole and absolute discretion, reamortize the Outstanding Loan Amount at the same interest rate for the same number of payments to decrease the Loan payment amount; provided, however, that nothing in this Agreement requires DEQ to accept any partial payment, except as otherwise expressly provided herein, or to reamortize the Outstanding Loan Amount if it accepts a partial payment.

(5) Final Payment. The Outstanding Loan Amount, all accrued and unpaid interest, and all unpaid fees and charges due hereunder are due and payable no later than (a) thirty (30) years after the Completion Date or (b) thirty (30) years after the estimated Completion Date set forth in ARTICLE 3(A)(10), whichever date is earlier.

(G) PREPAYMENT.

(1) Optional Prepayment. The Borrower may prepay any amount owed on this Loan without penalty on any business day upon 30 days prior written notice. Any prepayment made hereunder will be applied in accordance with ARTICLE 2(F)(4).

(2) Refinancing of Loan by the Borrower. If the Borrower refinances the portion of the Project financed by this Loan or obtains an additional grant or loan that is intended to finance the portion of the Project financed by this Loan, it will prepay the portion of the Loan being refinanced by the additional grant or loan. Any mandatory prepayment under this ARTICLE 2(G)(2) will be applied in accordance with ARTICLE 2(F)(4).

(3) Ineligible Uses of the Project. If the Borrower uses the Project for uses that are other than those described in ARTICLE 1(F) ("ineligible uses"), the Borrower shall,

upon demand by DEQ, prepay an amount equal to the Outstanding Loan Amount multiplied by the percentage (as determined by DEQ) of ineligible use of the Project. Such prepayment shall be applied against the most remotely maturing principal installments and shall not postpone the due date of any payment(s) hereunder.

(H) LATE PAYMENT FEE. The Borrower agrees to pay immediately upon DEQ's demand a late fee equal to five percent (5%) of any payment (including any loan fee) that is not received by DEQ on or before the tenth (10th) calendar day after such payment is due hereunder.

(I) TERMINATION OF LOAN AGREEMENT. Upon performance by the Borrower of all of its obligations under this Loan Agreement, including payment in full of the Final Loan Amount, all accrued interest and all fees, charges and other amounts due hereunder, this Loan Agreement will terminate, and DEQ will release its interest in any collateral given as security under this Loan Agreement.

ARTICLE 3: GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

(A) REPRESENTATIONS AND WARRANTIES OF THE BORROWER. The Borrower represents and warrants to DEQ that:

(1) It is a duly formed and existing public agency (as defined in ORS 468.423(4)) and has full power and authority to enter into this Loan Agreement.

(2) This Agreement has been duly authorized and executed and delivered by an authorized officer of the Borrower and constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(3) All acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Agreement have existed, have happened, and have been performed in due time, form and manner as required by law.

(4) Neither the execution of this Loan Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with any of the terms and conditions of this Loan Agreement will violate any provision of law, or any order of any court or other agency of government, or any agreement or other instrument to which the Borrower is now a party or by which the Borrower or any of its properties or assets is bound. Nor will this Loan Agreement be in conflict with, result in a breach of, or constitute a default under, any such agreement or other instrument, or, except as provided hereunder, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower.

(5) This Loan Agreement does not create any unconstitutional indebtedness. The Loan Amount together with all of the Borrower's other obligations does not, and will not, exceed any limits prescribed by the Constitution, any of the statutes of the State of Oregon, the Borrower's charter, or any other authority.

(6) The Project is a project which the Borrower may undertake pursuant to Oregon law and for which the Borrower is authorized by law to borrow money.

(7) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the Facility and the Project, other than licenses and permits relating to the Facility or the Project which the Borrower expects to and shall receive in the ordinary course of business, to carry on its activities relating thereto, to execute and deliver this Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Agreement.

(8) The information contained herein which was provided by the Borrower is true and accurate in all respects, and there is no material adverse information relating to the Project or the Loan, known to the Borrower, that has not been disclosed in writing to DEQ.

(9) No litigation exists or has been threatened that would cast doubt on the enforceability of the Borrower's obligations under this Loan Agreement.

(10) The estimated Completion Date of the Project is December 31, 2025. The Borrower agrees to complete the Project by the estimated Completion Date.

(11) The estimated total Costs of the Project are \$1,400,000

(12) The Borrower is in compliance with all laws, ordinances, and governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower or the Project.

(B) CONTINUING REPRESENTATIONS OF THE BORROWER. The representations of the Borrower contained herein shall be true on the closing date for the Loan and at all times during the term of this Agreement.

(C) REPRESENTATIONS AND WARRANTIES OF DEQ. DEQ represents and warrants that the Director has power under ORS Chapter 468 and OAR Chapter 340, Division 54, to enter into the transactions contemplated by this Loan Agreement and to carry out DEQ's obligations thereunder and that the Director is authorized to execute and deliver this Loan Agreement and to make the Loan as contemplated hereby.

ARTICLE 4: CONDITIONS TO LOAN

(A) CONDITIONS TO CLOSING. DEQ's obligations hereunder are subject to the condition that on or prior to August 31, 2024, the Borrower will duly execute and deliver to DEQ the following items, each in form and substance satisfactory to DEQ and its counsel:

(1) this Agreement duly executed and delivered by an authorized officer of the Borrower;

(2) a copy of the ordinance, order or resolution of the governing body of the Borrower authorizing the execution and delivery of this Agreement, certified by an authorized officer of the Borrower;

(3) Certification Regarding Lobbying, substantially in the form of APPENDIX G, duly executed and delivered by an authorized officer of the Borrower;

(4) an opinion of the legal counsel to the Borrower to the effect that:

(a) The Borrower has the power and authority to execute and deliver and perform its obligations under this Loan Agreement;

(b) This Loan Agreement has been duly executed and acknowledged where necessary by the Borrower's authorized representative(s), all required approvals have been obtained, and all other necessary actions have been taken, so that this Loan Agreement is valid, binding, and enforceable against the Borrower in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors rights generally;

(c) To such counsel's knowledge, this Loan Agreement does not violate any other agreement, statute, court order, or law to which the Borrower is a party or by which it or any of its property or assets is bound; and

(d) The Gross Revenues from which the Net Revenues are derived and that are used as security for the Loan will not constitute taxes that are limited by Section 11b, Article XI of the Oregon Constitution; and

(5) such other documents, certificates, opinions and information as DEQ or its counsel may reasonably require.

(B) CONDITIONS TO DISBURSEMENTS. Notwithstanding anything in this Agreement to the contrary, DEQ shall have no obligation to make any disbursement to the Borrower under this Agreement unless:

(1) No Event of Default and no event, omission or failure of a condition which would constitute an Event of Default after notice or lapse of time or both has occurred and is continuing;

(2) All of the Borrower's representations and warranties in this Agreement are true and correct on the date of disbursement with the same effect as if made on such date; and

(3) The Borrower submits a disbursement request to DEQ that complies with the requirements of ARTICLE 2(C);

provided, however, DEQ shall be under no obligation to make any disbursement if:

(x) DEQ determines, in the reasonable exercise of its administrative discretion, there is insufficient money available in the CWSRF for the Project; or

(y) there has been a change in any applicable state or federal law, statute, rule or regulation so that the Project is no longer eligible for the Loan.

ARTICLE 5: COVENANTS OF BORROWER

(A) GENERAL COVENANTS OF THE BORROWER. Until the Loan is paid in full, the Borrower covenants with DEQ that:

(1) The Borrower shall use the Loan funds only for payment or reimbursement of the Costs of the Project in accordance with this Loan Agreement. The Borrower acknowledges and agrees that the Costs of the Project do NOT include any Lobbying costs or expenses incurred by Borrower or any person on behalf of Borrower and that Borrower will not request payment or reimbursement for Lobbying costs and expenses.

(2) If the Loan proceeds are insufficient to pay for the Costs of the Project in full, the Borrower shall pay from its own funds and without any right of reimbursement from DEQ all such Costs of the Project in excess of the Loan proceeds.

(3) The Borrower is and will be the owner of the Facility and the Project and shall defend them against the claims and demands of all other persons at any time claiming the same or any interest therein.

(4) The Borrower shall not sell, lease, transfer, or encumber or enter into any management agreement or special use agreement with respect to the Facility or any financial or fixed asset of the utility system that produces the Net Revenues without DEQ's prior written approval, which approval may be withheld for any reason. Upon sale, transfer or encumbrance of the Facility or the Project, in whole or in part, to a private person or entity, this Loan shall be immediately due and payable in full.

(5) Concurrent with the execution and delivery of this Loan Agreement, or as soon thereafter as practicable, the Borrower shall take all steps necessary to cause the Project to be completed in a timely manner in accordance with all applicable DEQ requirements.

(6) The Borrower shall take no action that would adversely affect the eligibility of the Project as a CWSRF project or cause a violation of any Loan covenant in this Agreement.

(7) The Borrower shall undertake the Project, request disbursements under this Loan Agreement, and use the Loan proceeds in full compliance with all applicable laws and regulations of the State of Oregon, including but not limited to ORS Chapter 468 and Oregon Administrative Rules Sections 340-054-0005 to 340-054-0065, as they may be amended from time to time, and all applicable federal authorities and laws and regulations of the United States, including but not limited to Title VI of the Clean Water Act as amended by the Water Quality Act of 1987, Public Law 100-4, the federal cross-cutters listed at APPENDIX D, the equal employment opportunity provisions in APPENDIX F, and the regulations of the U.S. Environmental Protection Agency, all as they may be amended from time to time.

(8) The Borrower shall keep the Facility in good repair and working order at all times and operate the Facility in an efficient and economical manner. The Borrower shall provide the

necessary resources for adequate operation, maintenance and replacement of the Project and retain sufficient personnel to operate the Facility.

(9) Interest paid on this Loan Agreement is *not* excludable from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). However, DEQ may have funded this Loan with the proceeds of State bonds that bear interest that is excludable from gross income under Section 103(a) of the Code. Section 141 of the Code requires that the State not allow the proceeds of the State bonds to be used by private entities (including the federal government) in such a way that the State bonds would become "private activity bonds" as defined in Section 141 of the Code. To protect the State bonds the Borrower agrees that it shall not use the Loan proceeds or lease, transfer or otherwise permit the use of the Project by any private person or entity in any way that that would cause this Loan Agreement or the State bonds to be treated as "private activity bonds" under Section 141 of the Code and the regulations promulgated under that Section of the Code.

(B) DEBT SERVICE COVERAGE REQUIREMENT; WASTEWATER RATE COVENANT; REPORTING.

(1) Debt Service Coverage Requirement. The Borrower shall maintain wastewater rates and charge fees in connection with the operation of the Facility that are adequate to generate Net Revenues in each fiscal year sufficient to pay (i) all debt service (excluding debt service on the Loan), (ii) all other financial obligations imposed in connection with prior lien obligations of the Borrower, and (iii) an amount equal to the debt service coverage factor of 105% multiplied by the debt service payments due under this Loan Agreement in that fiscal year.

(2) Wastewater Rate Adjustments. The Borrower shall review its wastewater rates and fees at least annually. If, in any fiscal year, the Borrower fails to collect fees sufficient to meet the debt service coverage requirement described in ARTICLE 5(B)(1), the Borrower shall promptly adjust its wastewater rates and fees to assure future compliance with such coverage requirement. The Borrower's adjustment of the wastewater rates and fees does not constitute a cure of any default by the Borrower of the debt service coverage requirement set forth in ARTICLE 5(B)(1). The Borrower's failure to adjust rates shall not, at the discretion of DEQ, constitute a default if the Borrower transfers to the fund that holds the Net Revenues unencumbered resources in an amount equal to the revenue deficiency from the Facility that produces the Net Revenues.

(3) Reporting Requirement. By December 31 of each year the Borrower shall provide DEQ with a report that demonstrates the Borrower's compliance with the requirements of this ARTICLE 5(B). If the audit report described in ARTICLE 5(F) identifies the Net Revenues and contains a calculation demonstrating the Borrower's satisfaction of the requirements of this ARTICLE 5(B), that audit will satisfy the requirements of this ARTICLE 5(B)(3).

(C) LOAN RESERVE REQUIREMENT; LOAN RESERVE ACCOUNT.

(1) Loan Reserve Requirement. The Loan reserve requirement equals one-half of the average annual debt service based on the final Payment Schedule. Until the Final

Loan Amount is calculated, the Loan reserve requirement is \$1,544. The Borrower shall deposit the Loan reserve requirement amount into the Loan Reserve Account no later than the date the first payment is due hereunder.

(2) Loan Reserve Account. The Borrower shall create a segregated Loan Reserve Account that shall be held in trust for the benefit of DEQ. The Borrower hereby grants DEQ a security interest in and irrevocably pledges amounts in the Loan Reserve Account to pay the amounts due under this Loan Agreement. The funds in Loan Reserve Account so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by ORS 287A.310. The Borrower represents and warrants that the pledge of the Loan Reserve Account hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement pursuant to, ORS 287A.310. The Borrower shall use the funds in the Loan Reserve Account solely to pay amounts due hereunder until the principal, interest, fees, and any other amounts due hereunder have been fully paid.

(3) Additional Deposits. If the balance in the Loan Reserve Account falls below the Loan reserve requirement, the Borrower shall promptly deposit from the first Net Revenues available after payment of the amounts due hereunder (unless the Borrower has previously made such deposit from other money of the Borrower) an amount sufficient to restore the balance up to the Loan reserve requirement.

(D) INSURANCE. At its own expense, the Borrower shall, during the term of this Agreement, procure and maintain insurance coverage (including, but not limited to, hazard, flood and general liability insurance) adequate to protect DEQ's interest and in such amounts and against such risks as are usually insurable in connection with similar projects and as is usually carried by entities operating similar facilities. The insurance shall be with an entity which is acceptable to DEQ. The Borrower shall provide evidence of such insurance to DEQ. Self-insurance maintained pursuant to a recognized municipal program of self-insurance will satisfy this requirement.

(E) INDEMNIFICATION. *The Borrower shall, to the extent permitted by law and the Oregon Constitution, indemnify, save and hold the State, its officers, agents and employees harmless from and (subject to ORS Chapter 180) defend each of them against any and all claims, suits, actions, losses, damages, liabilities, cost and expenses of any nature whatsoever resulting from, arising out of or relating to the acts or omissions of the Borrower or its officers, employees, subcontractors or agents in regard to this Agreement or the Project.*

(F) THE BORROWER'S FINANCIAL RECORDS; FINANCIAL REPORTING REQUIREMENTS.

(1) Financial Records. The Borrower shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement, the Project, and the Facility in accordance with generally accepted accounting principles, generally accepted government accounting standards, the requirements of the Governmental Accounting Standards Board, and state minimum standards for audits of municipal corporations. The Borrower must maintain separate Project accounts in accordance with generally accepted government accounting standards promulgated by the Governmental Accounting Standards Board. The Borrower will permit DEQ and the

Oregon Secretary of State and their representatives to inspect its properties, and all work done, labor performed and materials furnished in and about the Project, and DEQ, the Oregon Secretary of State and the federal government and their duly authorized representatives shall have access to the Borrower's fiscal records and other books, documents, papers, plans and writings that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts and take copies.

(2) Record Retention Period. The Borrower shall retain and keep accessible files and records relating to the Project for at least six (6) years (or such longer period as may be required by applicable law) after Project completion as determined by DEQ and financial files and records until all amounts due under this Loan Agreement are fully repaid, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

(3) Accounting for Costs of the Project. Borrower shall provide to DEQ, as soon as possible, but in no event later than six (6) months following the Project Completion Date, a full and complete accounting of the Costs of the Project, including but not limited to documentation to support each cost element and a summary of the Costs of the Project and the sources of funding.

(4) Single Audit Requirements. The CWSRF Program receives capitalization grants through the Catalog of Federal Domestic Assistance ("CFDA") No. 66.458: Capitalization Grants for State Revolving Funds and is subject to the regulations of the U.S. Environmental Protection Agency ("EPA"). Borrower is a sub-recipient.

(a) Subrecipients expending federal funds in excess of \$750,000 in the subrecipient's fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. The Borrower, if subject to this requirement, shall at its own expense submit to DEQ a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to DEQ the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of the Borrower responsible for the financial management of funds received under this Agreement.

(b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If the Borrower did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Agreement.

(c) The Borrower shall save, protect and hold harmless DEQ from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. The Borrower acknowledges and agrees that any audit costs incurred by the Borrower as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between the Borrower and the State of Oregon.

(G) DBE GOOD FAITH EFFORT. Pursuant to the good faith efforts described in APPENDIX C, the Borrower shall make a good faith effort to promote fair share awards to Minority Business Enterprises (“MBE”), Women's Business Enterprises (“WBE”), and Small Businesses in Rural Areas (“SBRA”) on all contracts and subcontracts awarded as part of the Project. The Borrower agrees to include, in its contract(s) with its prime contractor(s), the following language, which must not be altered in any way:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

The Borrower also agrees to include, in its contract(s) with its prime contractor(s), and shall cause each contract awarded by its prime contractor(s) to include, language to the following effect (the exact language may vary):

- (1) A prime contractor must pay its subcontractor(s) no more than 30 days from the prime contractor’s receipt of payment from the Borrower.
- (2) The Borrower must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- (3) If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Six Good Faith Efforts as described in 40 C.F.R. 33.301 if soliciting a replacement subcontractor.
- (4) A prime contractor must employ the Six Good Faith Efforts even if the prime contractor has achieved its Fair Share Objectives under Subpart D of 40 C.F.R. Part 33.

(H) CONTRACT LANGUAGE. The Borrower shall include in all contracts (unless exempt) with its prime contractor(s) the language set forth in APPENDIX F. Further, the Borrower agrees to fully comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 regarding debarment and suspension and agrees to include or cause to be included in any contract at any tier the requirement that a contractor comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 if the contract is expected to equal or exceed \$25,000.

(I) PROJECT ASSURANCES. Nothing in this Loan Agreement prohibits the Borrower from requiring more assurances, guarantees, indemnity or other contractual requirements from any party performing Project work.

ARTICLE 6: REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS RELATING TO CONSTRUCTION PROJECTS ONLY

(A) THE BORROWER’S REPRESENTATION AND WARRANTY REGARDING COSTS ALREADY INCURRED.

- (1) The Borrower represents and warrants to DEQ that, as of the date of this Loan Agreement, the Costs of the Project actually incurred by the Borrower do not exceed -zero-.

(2) The Borrower acknowledges that DEQ is relying upon the Borrower's representation regarding the amount of Costs of the Project incurred by the Borrower for construction prior to the date of this Loan Agreement as set forth in ARTICLE 6(A)(1) above to determine what portion of the Loan qualifies as a "refinancing" under the EPA's Clean Water State Revolving Fund regulations, 40 C.F.R. Part 35, that may be disbursed on a reimbursement basis.

(B) CONDITION TO DISBURSEMENTS. DEQ's obligation to make disbursements hereunder is further conditioned on the following:

(1) The Borrower's plans, specifications and related documents for the Project shall be reviewed and approved by DEQ, as required by OAR Chapter 340, Division 054.

(2) The Borrower has submitted documentation satisfactory to DEQ that the disbursement is for work that complies with plans, specifications, change orders and addenda approved by DEQ, in accordance with OAR Chapter 340, Division 054.

(3) The Borrower has submitted a copy of the awarded contract and bid documents (including a tabulation of all bids received) to DEQ for the portion of the Project costs that will be funded with the disbursement.

(C) GENERAL PROVISIONS. The Borrower covenants with DEQ that:

(1) Construction Manual. Unless stated otherwise in this Agreement, the Borrower shall comply with the requirements set forth in the Manual as in effect from time to time. DEQ will provide the Borrower with a copy of the Manual upon request.

(2) Plans and Specifications. The Borrower shall obtain DEQ's review and approval of the Borrower's plans, specifications, and related documents for the Project, as required by OAR Chapter 340, Division 054, prior to any disbursement of Loan proceeds hereunder.

(3) Change Orders. The Borrower shall submit all change orders to DEQ. The Borrower must submit prior to its execution any change order that exceeds \$100,000 or will alter Project performance. The Borrower shall not use any Loan proceeds to pay for costs of any change order that DEQ has not approved in writing. This ARTICLE 6(C)(3) shall not prevent the Borrower from using funds other than Loan proceeds to pay for a change order before DEQ approves it, but the Borrower bears the risk that DEQ will not approve the change order.

(4) Inspections; Reports. The Borrower shall provide inspection reports during the construction of the Project as required by DEQ to ensure that the Project complies with approved plans and specifications. Qualified inspectors shall conduct these inspections under the direction of a registered civil, mechanical or electrical engineer, whichever is appropriate. DEQ or its representative(s) may enter property owned or controlled by the Borrower to conduct interim inspections and require progress

reports sufficient to determine compliance with approved plans and specifications and with the Loan Agreement, as appropriate.

(5) Asbestos and Other Hazardous Materials. The Borrower shall ensure that only persons trained and qualified for removal of asbestos or other Hazardous Materials will remove any asbestos or Hazardous Materials, respectively, which may be part of this Project.

(6) Operation and Maintenance Manual. The Borrower shall submit to DEQ a draft Facility operation and maintenance manual before the Project is fifty percent (50%) complete. The Borrower shall submit to DEQ a final Facility operation and maintenance manual that meets DEQ's approval before the Project is ninety percent (90%) complete.

(7) Project Performance Certification. The Borrower shall submit to DEQ draft performance standards before the Project is fifty percent (50%) complete. The Borrower shall submit to DEQ final performance standards that meet DEQ's approval before the Project is ninety percent (90%) complete. The Borrower shall submit to DEQ the following done in accordance with the Manual: (i) no later than 10.5 months after the Initiation of Operation (as that term is defined in OAR 340-054-0010(26)), a performance evaluation report based on the approved performance standards; (ii) within one year after the Project's Initiation of Operation, Project performance certification statement; and (iii) within two (2) months of submission of such Project performance certification statement, a corrective action plan for any Project deficiencies noted in said statement.

(8) Alterations After Completion. The Borrower shall not materially alter the design or structural character of the Project after completing the Project without DEQ's written approval.

(9) Project Initiation of Operations.

(a) The Borrower shall notify DEQ of the Initiation of Operation no more than thirty (30) days after the actual Project Completion Date.

(b) If the Project is completed, or is completed except for minor items, and the Project is operable, but DEQ has not received a notice of Initiation of Operation from the Borrower, DEQ may assign an Initiation of Operation date.

(D) PROVISION APPLICABLE TO CONTRACTS AND SUBCONTRACTS AWARDED FOR THE PROJECT

(1) Davis-Bacon Requirements. All contracts and subcontracts awarded as part of the Project shall comply with (1) the wage requirements of the Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002), and (2) the requirements of the *Prevailing Wage Rates for Public Works Projects in Oregon* established under ORS 279C.800 through 279C.870 and OAR 839-025-0000 through 839-025-0540. The Borrower agrees that it will insert into any contract in excess of \$2,000 for construction, and will cause its subcontractors to insert in any sub-contract in excess of \$2,000 for

construction, the Davis-Bacon language set forth in Part 1 of APPENDIX E and Part 2 of APPENDIX E as applicable.

(2) Retainage. The Borrower shall require a five percent (5%) retainage in all of its contracts related to the Project for an amount greater than One Hundred Thousand Dollars (\$100,000).

(E) AMERICAN IRON AND STEEL

The Borrower shall:

(1) Comply with all federal requirements applicable to the Loan (including those imposed by the Consolidated Appropriations Act, 2014, P.L. 113-76 (“CAA”), and related CWSRF Policy Guidelines) which the Borrower understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Borrower has requested and obtained a waiver from the EPA pertaining to the Project or (ii) DEQ has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

(2) Comply with all record keeping and reporting requirements under the Clean Water Act, 33 U.S.C. 1251 et seq. (1972) (“Clean Water Act”), including any reports required by a Federal agency or DEQ such as performance indicators of program deliverables, information on costs and Project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity thereof and/or other remedial actions.

(3) Include in all contracts for the Project the language set forth in APPENDIX H. All contracts and subcontracts of Borrower for the Project must have a provision requiring compliance with the American Iron and Steel Requirement. APPENDIX H is an example provided by the EPA of what could be included in all contracts in projects that use CWSRF funds. Neither the EPA nor DEQ makes any claims regarding the legality of this clause with respect to state or local law.

(4) Requirement. All of the iron and steel products used in the Project must be produced in the United States if the Project is for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the federal Water Pollution Control Act, 33 U.S.C. §1381 et seq.

(5) Definition. “Iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(6) Applicability. As to loan agreements fully executed on or after October 1, 2014, the requirement set forth in ARTICLE 6(E)(1) above does not apply if the engineering plans and specifications for the Project were approved by DEQ prior to June 10, 2014.

(7) Waiver. The requirement set forth in ARTICLE 6(E)(1) above does not apply if: (a) application would be inconsistent with the public interest; (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent. Borrower may apply for a waiver of the requirement set forth in ARTICLE 6(E)(1) above by sending a waiver request directly to EPA with a copy to DEQ or by sending its waiver request to DEQ who will then forward it on to EPA.

ARTICLE 7: DISCLAIMERS BY DEQ; LIMITATION OF DEQ'S LIABILITY

(A) DISCLAIMER OF ANY WARRANTY. DEQ EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PROJECT, THE QUALITY OF MATERIALS SUPPLIED TO AND THAT BECOME A PART OF THE PROJECT, THE QUALITY OF THE WORKMANSHIP PERFORMED UPON THE PROJECT, OR THE EXTENT AND STAGE OF COMPLETION OF THE PROJECT. No such warranty or guarantee shall be implied by virtue of any inspection or disbursement made by DEQ. Any inspection done by DEQ shall be for its sole benefit.

(B) DISCLAIMER OF LIABILITY OF DEQ. DEQ EXPRESSLY DISCLAIMS LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER FOR PAYMENT OF LABOR OR MATERIALS OR OTHERWISE IN CONNECTION WITH THE COMPLETION OF THE PROJECT OR CONTRACTS ENTERED INTO BY THE BORROWER WITH THIRD PARTIES FOR THE COMPLETION OF THE PROJECT. All Project costs of labor, materials and construction, including any indirect costs, shall be the responsibility of and shall be paid by the Borrower.

(C) NONLIABILITY OF STATE.

(1) The State and its officers, agents and employees shall not be liable to the Borrower or to any other party for any death, injury, damage, or loss that may result to any person or property by or from any cause whatsoever, arising out of any defects in the plans, design drawings and specifications for the Project, any agreements or documents between the Borrower and third parties related to the Project or any activities related to the Project. DEQ shall not be responsible for verifying cost-effectiveness of the Project, doing cost comparisons or reviewing or monitoring compliance by the Borrower or any other party with state procurement laws and regulations.

(2) The Borrower hereby expressly releases and discharges DEQ, its officers, agents and employees from all liabilities, obligations and claims arising out of the Project work or under the Loan, subject only to exceptions previously agreed upon in writing by the parties.

(3) Any findings by DEQ concerning the Project and any inspections or analyses of the Project by DEQ are for determining eligibility for the Loan and disbursement of Loan

proceeds only. Such findings do not constitute an endorsement of the feasibility of the Project or its components or an assurance of any kind for any other purpose.

(4) Review and approval of Facilities plans, design drawings and specifications or other documents by or for DEQ does not relieve the Borrower of its responsibility to properly plan, design, build and effectively operate and maintain the Facility as required by law, regulations, permits and good management practices.

ARTICLE 8: DEFAULT AND REMEDIES

(A) **EVENTS OF DEFAULT.** The occurrence of one or more of the following events constitutes an event of default (“Event of Default”), whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) The Borrower fails to make any Loan payment within thirty (30) days after the payment is scheduled to be made according to the repayment schedule;

(2) Any representation or warranty made by the Borrower hereunder was untrue in any material respect as of the date it was made;

(3) The Borrower becomes insolvent or admits in writing an inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the Borrower or a substantial part of its property; or in the absence of such application, consent, or acquiescence, a trustee or receiver is appointed for the Borrower or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement or moratorium or any dissolution or liquidation proceeding is instituted by or against the Borrower and, if instituted against the Borrower, is consented to or acquiesced in by the Borrower or is not dismissed within twenty (20) days;

(4) As a result of any changes in the United States Constitution or the Oregon Constitution or as a result of any legislative, judicial, or administrative action, any part of this Loan Agreement becomes void, unenforceable or impossible to perform in accordance with the intent and purposes of the parties hereto or is declared unlawful;

(5) The Borrower defaults in the performance or observance of any covenants or agreements contained in any loan documents between itself and any lender or lenders, and the default remains uncured upon the expiration of any cure period provided by said loan documents; or

(6) A “land use decision” (as that term is defined by ORS 197.015), a LUCS (as that term is defined under Oregon Administrative Rules Chapter 340, Division 18) or any other permit or approval of any kind that is necessary for the Borrower to either complete the Project or operate the Project is denied, revoked, rescinded or otherwise terminated at any time during the Repayment Period identified in Article 1(H) (in each case, a “Permit Revocation”); or

(7) The Borrower fails to cure non-compliance in any material respect with any other covenant, condition, or agreement of the Borrower hereunder, other than as set forth in (1) through (5) above within a period of thirty (30) days after DEQ provides notice of the noncompliance.

(B) REMEDIES. If DEQ determines that an Event of Default has occurred, DEQ may, without further notice:

(1) Declare the Outstanding Loan Amount plus any unpaid accrued interest, fees and any other amounts due hereunder immediately due and payable;

(2) Cease making disbursement of Loan proceeds or make some disbursements of Loan proceeds and withhold or refuse to make other disbursements;

(3) Appoint a receiver, at the Borrower's expense, to operate the Facility that produces the Net Revenues and collect the Gross Revenues;

(4) Set and collect utility rates and charges;

(5) Pay, compromise or settle any liens on the Facility or the Project or pay other sums required to be paid by the Borrower in connection with the Project, at DEQ's discretion, using the Loan proceeds and such additional money as may be required. If DEQ pays any encumbrance, lien, claim, or demand, it shall be subrogated, to the extent of the amount of such payment, to all the rights, powers, privileges, and remedies of the holder of the encumbrance, lien, claim, or demand, as the case may be. Any such subrogation rights shall be additional cumulative security for the amounts due under this Loan Agreement;

(6) Direct the State Treasurer to withhold any amounts otherwise due to the Borrower from the State of Oregon and, to the extent permitted by law, direct that such funds be applied to the amounts due DEQ under this Loan Agreement and be deposited into the CWSRF; and

(7) Pursue any other legal or equitable remedy it may have.

ARTICLE 9: DEFINITIONS

(A) **“BORROWER”** means the public agency or agencies (as defined in ORS 468.423(4)) shown as the “Borrower” in Article 1(A) of this Agreement.

(B) **“COMPLETION DATE”** means the date on which the Project is completed. If the Project is a planning project, the Completion Date is the date on which DEQ accepts the planning project. If the Project is a design project, the Completion Date is the date on which the design project is ready for the contractor bid process. If the Project is a construction project, the Completion Date is the date on which the construction project is substantially complete and ready for Initiation of Operation.

(C) **“COSTS OF THE PROJECT”** means expenditures approved by DEQ that are necessary to complete the Project in compliance with DEQ’s requirements and may include but are not limited to the following items:

(1) Cost of labor and materials and all costs the Borrower is required to pay under the terms of any contract for the design, acquisition, construction or installation of the Project;

(2) Engineering fees for the design and construction of the Project.

(3) The costs of surety bonds and insurance of all kinds that may be required or necessary during the course of completion of the Project;

(4) The legal, financing and administrative costs of obtaining the Loan and completing the Project; and

(5) Any other costs approved in writing by DEQ.

(D) **“CWSRF PROGRAM” or “CWSRF”** means the Clean Water State Revolving Fund and the Clean Water State Revolving Fund Loan Program, a fund and loan program administered by DEQ under ORS 468.423 to 468.440.

(E) **“DEQ”** means the Oregon Department of Environmental Quality.

(F) **“DIRECTOR”** means the Director of DEQ or the Director's authorized representative.

(G) **“FACILITY”** means all property owned or used by the Borrower to provide wastewater collection, treatment and disposal services, of which the Project is a part.

(H) **“FINAL LOAN AMOUNT”** means the total of all Loan proceeds disbursed to the Borrower under the Loan Agreement, determined on the date on which the Borrower indicates that no further Loan funds will be requested, all eligible expenditures have been reimbursed from the Loan proceeds, or all Loan proceeds have been disbursed hereunder, whichever occurs first.

(I) **“GROSS REVENUES”** means all fees and charges resulting from operation of the Facility and any interest earnings thereon; provided however, Gross Revenues does not include: the proceeds of any grants; the proceeds of any borrowings for capital improvements; the proceeds of any liability insurance; or the proceeds of any casualty insurance which the Borrower intends to and does utilize for repair or replacement of the Facility or a part thereof.

(J) **“HAZARDOUS MATERIALS”** means and includes flammable explosives, radioactive materials, asbestos and substances defined as hazardous materials, hazardous substances or hazardous wastes in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and regulations promulgated thereunder.

(K) **“LOAN”** means the loan made pursuant to this Loan Agreement.

(L) **“LOAN AGREEMENT”** or **“AGREEMENT”** means this loan agreement and its exhibits, appendices, schedules and attachments (which are by this reference incorporated herein), and any amendments thereto.

(M) **“LOAN AMOUNT”** means the maximum amount DEQ agrees to loan the Borrower hereunder.

(N) **“LOAN RESERVE ACCOUNT”** means the account described in ARTICLE 5(c)(2).

(O) **“LOBBYING”** means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above.

(P) **“MANUAL”** means the CWSRF Manual for Construction Projects.

(Q) **“NET REVENUES”** means the Gross Revenues less the Operating Expenses for the Facility.

(R) **“OPERATING EXPENSES”** means all direct and indirect expenses incurred for operation, maintenance and repair of the Facility, including but is not limited to administrative expenses, legal, financial and accounting expenses, insurance premiums, claims (to the extent that monies are not available from insurance proceeds), taxes, engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization, and sick leave benefits, and any other similar expenses to be paid to the extent properly and directly attributable to operations of the Facility. Operating expenses include an appropriate amount for reserves for repair and replacement of the Facility based on the expected life of the collection, treatment and disposal facilities.

(S) **“OUTSTANDING LOAN AMOUNT”** means, as of any date, the sum of all disbursements to the Borrower hereunder less the sum of all Loan principal payments received by DEQ.

(T) “PROJECT” means the facilities, activities or documents described in ARTICLE 1(E) and (F).

(U) “REPAYMENT PERIOD” means the repayment period ending on the date specified in ARTICLE 1(H) which date shall not in any event be later than thirty (30) years after the Completion Date.

(V) “STATE” means the State of Oregon.

ARTICLE 10: MISCELLANEOUS

(A) **NOTICES.** All notices, payments, statements, demands, requests or other communications under this Loan Agreement by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered by personal delivery, by certified mail, return receipt requested, or by facsimile transmission, and, if to the Borrower, delivered, addressed or transmitted to the location or number listed in ARTICLE 1(B), and if to DEQ, delivered, addressed or transmitted to:

Clean Water State Revolving Fund Loan Program
Water Quality Division
Department of Environmental Quality
700 NE Multnomah St., #600
Portland, Oregon 97235
Fax (503) 229-6037

or to such other addresses or numbers as the parties may from time to time designate. Any notice or other communication so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice or other communication delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against DEQ, such facsimile transmission must be confirmed by telephone notice to DEQ’s CWSRF Program Coordinator. Any notice or other communication by personal delivery shall be deemed to be given when actually delivered.

(B) **WAIVERS AND RESERVATION OF RIGHTS.**

(1) DEQ’s waiver of any breach by the Borrower of any term, covenant or condition of this Loan Agreement shall not operate as a waiver of any subsequent breach of the same or breach of any other term, covenant, or condition of this Loan Agreement. DEQ may pursue any of its remedies hereunder concurrently or consecutively without being deemed to have waived its right to pursue any other remedy.

(2) Nothing in this Loan Agreement affects DEQ's right to take remedial action, including, but not limited to, administrative enforcement action and action for breach of contract against the Borrower, if the Borrower fails to carry out its obligations under this Loan Agreement.

(C) TIME IS OF THE ESSENCE. The Borrower agrees that time is of the essence under this Loan Agreement.

(D) RELATIONSHIP OF PARTIES. The parties agree and acknowledge that their relationship is that of independent contracting parties, and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Loan Agreement.

(E) NO THIRD PARTY BENEFICIARIES. DEQ and the Borrower are the only parties to this Loan Agreement and are the only parties entitled to enforce the terms of this Loan Agreement. Nothing in this Loan Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Loan Agreement. Any inspections, audits, reports or other assurances done or obtained, or approvals or consents given, by DEQ are for its benefit only for the purposes of administering this Loan and the CWSRF Program.

(F) ASSIGNMENT. DEQ shall have the right to transfer the Loan or any part thereof, or assign any or all of its rights under this Loan Agreement, at any time after execution of this Loan Agreement upon written notice to the Borrower. Provisions of this Loan Agreement shall inure to the benefit of DEQ's successors and assigns. This Loan Agreement or any interest therein may be assigned or transferred by the Borrower only with DEQ's prior written approval (which consent may be withheld for any reason), and any assignment or transfer by the Borrower in contravention of this ARTICLE 10(F) shall be null and void.

(G) DEQ NOT REQUIRED TO ACT. Nothing contained in this Loan Agreement requires DEQ to incur any expense or to take any action hereunder in regards to the Project.

(H) FURTHER ASSURANCES. The Borrower and DEQ agree to execute and deliver any written instruments necessary to carry out any agreement, term, condition or assurance in this Loan Agreement whenever a party makes a reasonable request to the other party for such instruments.

(I) VALIDITY AND SEVERABILITY; SURVIVAL. If any part, term, or provision of this Loan Agreement or of any other Loan document shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by either party, the validity of the remaining portions, terms and provisions shall not be affected, and all such remaining portions, terms and provisions shall remain in full force and effect. Any provision of this Agreement which by its nature or terms is intended to survive termination, including but not limited to ARTICLE 5(E), shall survive termination of this Agreement.

(J) NO CONSTRUCTION AGAINST DRAFTER. Both parties acknowledge that they are each represented by and have sought the advice of counsel in connection with this Loan Agreement and the transactions contemplated hereby and have read and understand the terms of this Loan Agreement. The terms of this Loan Agreement shall not be construed against either party as the drafter hereof.

(K) HEADINGS. All headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Loan Agreement.

(L) ATTORNEYS' FEES AND EXPENSES. In any action or suit to enforce any right or remedy under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, to the extent permitted by law.

(M) CHOICE OF LAW; DESIGNATION OF FORUM; FEDERAL FORUM.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding ARTICLE 10(M)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This ARTICLE 10(M)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This ARTICLE 10(M)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(N) COUNTERPARTS. This Loan Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but all together constitute but one and the same instrument.

(O) ENTIRE AGREEMENT; AMENDMENTS. This Loan Agreement, including all appendices and attachments that are by this reference incorporated herein, constitutes the entire agreement between the Borrower and DEQ on the subject matter hereof, and it shall be binding on the parties thereto when executed by all the parties and when all approvals required to be obtained by DEQ have been obtained. This Loan Agreement, including all related Loan documents and instruments, may not be amended, changed, modified, or altered without the written consent of the parties.

CITY OF MADRAS

By: _____
Authorized Officer

Date

Typed Name: _____
Title: _____

**STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: _____
Jennifer Wigal, Administrator
Water Quality Division

Date

APPENDIX A: PRELIMINARY REPAYMENT SCHEDULE

BORROWER:	City of Madras	INTEREST RATE:	1.39%
SRF LOAN NO.:	R62376	TERM IN YEARS:	30
LOAN AMOUNT:	\$ 150,000	PAYMENT AMOUNT:	\$ 1,554
		ANNUAL FEE:	0.50%

Due Date	Pmt#	-----PAYMENT-----				Principal Balance
		Principal	Interest	Fees	Total	
				showing with PF		75,000
10/1/2025	1	0	934	0	934	75,000
4/1/2026	2	1,033	521	375	1,929	73,967
10/1/2026	3	1,040	514	0	1,554	72,927
4/1/2027	4	1,047	507	365	1,919	71,880
10/1/2027	5	1,054	500	0	1,554	70,826
4/1/2028	6	1,062	492	354	1,908	69,764
10/1/2028	7	1,069	485	0	1,554	68,695
4/1/2029	8	1,077	477	343	1,897	67,618
10/1/2029	9	1,084	470	0	1,554	66,534
4/1/2030	10	1,092	462	333	1,887	65,442
10/1/2030	11	1,099	455	0	1,554	64,343
4/1/2031	12	1,107	447	322	1,876	63,236
10/1/2031	13	1,115	439	0	1,554	62,121
4/1/2032	14	1,122	432	311	1,865	60,999
10/1/2032	15	1,130	424	0	1,554	59,869
4/1/2033	16	1,138	416	299	1,853	58,731
10/1/2033	17	1,146	408	0	1,554	57,585
4/1/2034	18	1,154	400	288	1,842	56,431
10/1/2034	19	1,162	392	0	1,554	55,269
4/1/2035	20	1,170	384	276	1,830	54,099
10/1/2035	21	1,178	376	0	1,554	52,921
4/1/2036	22	1,186	368	265	1,819	51,735
10/1/2036	23	1,194	360	0	1,554	50,541
4/1/2037	24	1,203	351	253	1,807	49,338
10/1/2037	25	1,211	343	0	1,554	48,127
4/1/2038	26	1,220	334	241	1,795	46,907
10/1/2038	27	1,228	326	0	1,554	45,679
4/1/2039	28	1,237	317	228	1,782	44,442
10/1/2039	29	1,245	309	0	1,554	43,197
4/1/2040	30	1,254	300	216	1,770	41,943
10/1/2040	31	1,262	292	0	1,554	40,681
4/1/2041	32	1,271	283	203	1,757	39,410
10/1/2041	33	1,280	274	0	1,554	38,130
4/1/2042	34	1,289	265	191	1,745	36,841
10/1/2042	35	1,298	256	0	1,554	35,543
4/1/2043	36	1,307	247	178	1,732	34,236
10/1/2043	37	1,316	238	0	1,554	32,920
4/1/2044	38	1,325	229	165	1,719	31,595
10/1/2044	39	1,334	220	0	1,554	30,261
4/1/2045	40	1,344	210	151	1,705	28,917
10/1/2045	41	1,353	201	0	1,554	27,564
4/1/2046	42	1,362	192	138	1,692	26,202
10/1/2046	43	1,372	182	0	1,554	24,830
4/1/2047	44	1,381	173	124	1,678	23,449
10/1/2047	45	1,391	163	0	1,554	22,058
4/1/2048	46	1,401	153	110	1,664	20,657
10/1/2048	47	1,410	144	0	1,554	19,247
4/1/2049	48	1,420	134	96	1,650	17,827
10/1/2049	49	1,430	124	0	1,554	16,397
4/1/2050	50	1,440	114	82	1,636	14,957
10/1/2050	51	1,450	104	0	1,554	13,507
4/1/2051	52	1,460	94	68	1,622	12,047
10/1/2051	53	1,470	84	0	1,554	10,577
4/1/2052	54	1,480	74	53	1,607	9,097
10/1/2052	55	1,491	63	0	1,554	7,606
4/1/2053	56	1,501	53	38	1,592	6,105
10/1/2053	57	1,512	42	0	1,554	4,593
4/1/2054	58	1,522	32	23	1,577	3,071
10/1/2054	59	1,533	21	0	1,554	1,538
4/1/2055	60	1,538	11	8	1,557	0
TOTALS		75,000	17,615	6,097	98,712	
REQUIRED LOAN RESERVE:		\$	1,544			

APPENDIX B: ESTIMATED CWSRF LOAN DISBURSEMENT SCHEDULE

Loan funds are expected to be available based on the following Project schedule:

Borrower:		City of Madras				
Loan #:		R62376				
Int. Rate:		1.39%				
1st Pmt:		10/1/2025				
						934
Disb. Number	Paid/ Estimate	Disb. Amount	PF Applied	Net Amt Disbursed	Disb. Date	Interest Amount
1	Estimate	30,000	15,000	15,000	9/1/2024	225.02
2	Estimate	30,000	15,000	15,000	10/1/2024	207.93
3	Estimate	30,000	15,000	15,000	11/1/2024	190.27
4	Estimate	30,000	15,000	15,000	12/1/2024	173.18
5	Estimate	30,000	15,000	15,000	2/1/2025	137.86
TOTAL:		150,000	75,000	75,000		934.26

APPENDIX C: DBE GOOD FAITH EFFORTS

At a minimum the Borrower or its prime contractor must take six affirmative steps (which apply to any procurement of construction, supplies, equipment or services) to demonstrate good faith effort to utilize minority (MBE), women-owned (WBE) and small (SBE) businesses. The six steps are:

- 1) To include qualified small, minority and women's businesses on solicitation lists;
- 2) To assure that small, minority and women's businesses are solicited whenever they are potential sources;
- 3) To divide total requirements, whenever economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority or women's businesses;
- 4) To establish delivery schedules whenever the requirements of the work permit, which will encourage participation by small, minority and women's businesses;
- 5) To use the services and assistance of the Small Business Administration (<http://pro-net.sba.gov>) and the Office of Minority Business Enterprise of the U.S. Department of Commerce (<http://www.mbda.gov>) to identify appropriate small, minority and women businesses; and
- 6) To require subcontractors to take all of the affirmative action steps described above and set forth in 40 CFR 35.3145(d) in any contract awards or procurements.

The Borrower shall, and shall cause its contractors to, document compliance with the above requirements on forms found at Tab 6 of the Manual for Construction Projects.

Additional resources available to recipients and contractors include the following:

EPA Office of Small and Disadvantaged Business Utilization:

Phone: 206 – 553 – 2931

Web Site: www.epa.gov/osdbu

Oregon Certification Office for Business Inclusion and Diversity

775 Summer Street N.E., Room 200

Salem, OR 97301-1280

Phone: 503 – 986 – 0123

Web Site: <http://www.oregon4biz.com/How-We-Can-Help/COBID/>

APPENDIX D: APPLICABLE FEDERAL AUTHORITIES AND LAWS (“CROSS-CUTTERS”)

ENVIRONMENTAL LEGISLATION:

Archaeological and Historic Preservation Act of 1974, PL 93-291.
Clean Air Act, 42 U.S.C. 7506(c).
Coastal Barrier Resources Act, 16 U.S.C. 3501, et seq.
Coastal Zone Management Act of 1972, PL 92-583, as amended.
Endangered Species Act 16 U.S.C. 1531, et seq.
Executive Order 11593, Protection and Enhancement of the Cultural Environment.
Executive Order 11988, Floodplain Management.
Executive Order 11990, Protection of Wetlands.
Farmland Protection Policy Act, 7 U.S.C. 4201, et seq.
Fish and Wildlife Coordination Act, PL 85-624, as amended.
National Historic Preservation Act of 1966, PL 89-665, as amended.
Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
Wild and Scenic Rivers Act, PL 90-542, as amended.
Federal Water Pollution Control Act Amendments of 1972, PL 92-500.
Migratory Bird Conservation Act, 16 U.S.C. 715, et seq.
Magnuson-Stevens Act – Essential Fish Habitat, 16 U.S.C. 1851, et seq.

ECONOMIC LEGISLATION:

Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including
Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution
Control Act with Respect to Federal Contracts, Grants or Loans.

SOCIAL LEGISLATION:

The Age Discrimination Act of 1975, Pub. L. No. 94-135, 89 Stat. 713, 42 U.S.C. §6102 (1994).
Civil Rights Act of 1964, Pub. L. No. 88-352, 78 Stat. 252, 42 U.S.C. §2000d (1988).
Section 13 of PL 92-500; Prohibition against Sex Discrimination under the Federal Water Pollution
Control Act.
Rehabilitation Act of 1973, Pub. L. No. 93-1123, 87 Stat. 355, 29 U.S.C. §794 (1988), including
Executive Orders 11914 and 11250).
Executive Order 12898, Environmental Justice in Minority Populations
Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R.
14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and its regulations at 41 C.F.R. §§60-
1.1 to 60-999.1.

MISCELLANEOUS AUTHORITY:

Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 92-646.
Executive Order 12549 and 40 CFR Part 32, Debarment and Suspension.
Disclosure of Lobbying Activities, Section 1352, Title 31, U.S. Code.

APPENDIX E: DAVIS-BACON PROVISION

Part 1

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required

by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be

greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Part 2
Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(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 workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. 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 paragraph (a)(1) of this section, in the sum of \$10 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 the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient upon the request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve

them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Oregon Department of Environmental Quality and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/whd/local/>.

APPENDIX F
EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The 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.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

- (7) The contractor will include the provisions of paragraphs (1) through (7) 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. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX G: CERTIFICATION REGARDING LOBBYING
(Contracts in Excess of \$100,000.00)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, 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 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.
- (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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction 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.

Signed _____

Title _____

Date _____

Recipient _____

APPENDIX H: AMERICAN IRON AND STEEL (“AIS”) REQUIREMENT

The Contractor acknowledges to and for the benefit of the City of Madras (“Purchaser”) and the State of Oregon, acting by and through the Department of Environmental Quality Clean Water State Revolving Fund (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

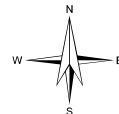
APPENDIX I

Information required by 2 CFR § 200.332(a)(1)

Federal Award Identification:

- (i) Subrecipient name (which must match the name associated with its unique entity identifier): City of Madras
- (ii) Subrecipient's unique entity identifier:
- (iii) Federal Award Identification Number (FAIN): 4C - 02J42701 - 0
- (iv) Federal award date: 9/21/2023
- (v) Sub-award period of performance, start and end date: from July 2023 to June 2025
- (vi) Sub-award budget period start and end date: from July 2023 to June 2025
- (vii) Total Amount of Federal funds obligated by this Agreement: \$150,000
- (viii) Total Amount of Federal funds obligated by this initial Agreement and any amendments: \$150,000
- (ix) Total amount of Federal award committed to the Subrecipient by the pass-through entity: \$150,000
- (x) Federal award project description: Clean Water State Revolving Fund
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: EPA
 - (b) Name of pass-through entity: Oregon Department of Environmental Quality
 - (c) Contact information for awarding official of the pass-through entity:
- (xii) Assistance listings number and title: 66.458 - Capitalization Grants for Clean Water State Revolving Funds

Amount: \$20,106,000
- (xiii) Is award R&D? N/A
- (xiv) Indirect cost rate for the Federal award per 2 CFR § 200.414: N/A%



Jefferson County uses GIS data in support of its internal business functions and the public services it provides. This GIS data, which Jefferson County distributes, may not be suitable for other purposes or uses. It is the requestor's responsibility to verify any information derived from the GIS data before making any decisions or taking any actions based on the information. Jefferson County shall not be held liable for any errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. Jefferson County assumes no legal responsibility for this information.

CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **DEMERS PUMPSTATION DESIGN**
H.A. McCoy Engineering and Surveying Task Order 06-2024

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approves Task Order 06-2024 for the design of the Demers Pump Station, for an amount not to exceed \$150,000.00 without council approval.

OVERVIEW:

The Public Works Department has applied and received funding through the Clean Water State Revolving Fund loan to design and construct a new pump station that will replace the aging Demers Pump Station. DEQ has approved \$150,000.00 for the design phase of the project.

STAFF ANALYSIS:

The existing Demers Pump Station (PS) is in need of replacement, as recommended in the technical memorandum from Murraysmith, Inc. The locations of the replacement PS will be outside the area of the future Demers Drive extension south from Cherry Lane. The replacement facility will be on airport property to the west/southwest of Demers Drive.

All existing PS facilities in the right of way, except the wet well, will be demolished. The power pole in the right of way will also be relocated. The replacement PS will be a duplex submersible facility with pumps designed to handle current flows and near-term flow increases. The proposed facility will also be designed so the wet well can accommodate future expansion to handle the projected flows identified in the Master Plan.

The PS will include a flow meter, a pigging station, and a bypass connection. The facility will meet the City's standards and will include current Flygt pump technology, Flygt pumping system controls, and full radio telemetry to communicate with the existing system. The PS will include a new electrical transformer and an incoming PS service.

A fixed, natural gas generator will be included to eliminate the need for emergency storage capacity in the wet well. A shelter will be provided over the new electrical and control equipment for the replacement PS. The shelter design will be similar to the one recently constructed for Willowbrook Subdivision. The existing PS will remain in service during construction of the replacement facility to minimize bypass pumping.

The project will include fencing, gravel access drive, gravel site surfacing, water service with reduced-pressure backflow device, yard hydrant, and lighting.

Design will be completed by Ken Condit through H.A. McCoy Engineering and Surveying. H.A. McCoy Engineering and Surveying is our City Engineer and has a 5-year contract. Ken Condit is our previous City Engineer and has the technical skills and knowledge to design the pump station. Therefore, H.A. McCoy has contracted with Ken for the work as he will be the best engineer for the job.

Staff is recommending that Council approve Task Order 06-2024 for the design of the Demers Pump Station.

FISCAL INFORMATION:

Demers Pump Station Upgrade was budgeted and approved during the 2024-2025 budget cycle.

SUPPORTING DOCUMENTATION:

Task Order 06-2024

STRATEGIC GOAL:



125 SW "E" Street, Madras, OR 97741 Phone: (541) 475-2344 Fax: (541) 475-1038

TASK ORDER - 06-2024 DEMERS PUMP STAION DESIGN

Date: 7/16/2024
Task Order No. 06_2024

TO: H.A. McCoy Engineering
P.O. Box 533
Redmond, Oregon 97756

Phone: 541-923-7554

PROJECT: DEMERS PUMP STATION DESIGN

The Contract for the above described work is modified as follows:

- 1 Design Basis and Pre-Design Memorandum
 - 2 Detailed Design and Plans to 90% Completion
 - 3 Detailed Design and Plans to 100% Completion
 - 4 Bidding and Construction-Phase Support
- Exhibit A - attached detailed scope of work**

- Fixed Price T & M
- Per Quotation Attached.
- Details Attached.

Budget allocation Demers Pump Station Upgrade - 503-030-540-2823

ORIGINAL CONTRACT AMOUNT:					\$	-
PREVIOUS CHANGE ORDERS					\$	-
ITEM	UM	QTY	UP	DESCRIPTION		
1	LS	1.00	\$ 9,860.00	Design Basis and Pre-Design Memorandum	\$	9,860.00
2	LS	1.00	\$36,315.00	Detailed Design and Plans to 90% Completion	\$	36,315.00
3	LS	1.00	\$ 8,940.00	Detailed Design and Plans to 100% Completion	\$	8,940.00
4	LS	1.00	\$17,280.00	Bidding and Construction-Phase Support	\$	17,280.00
TOTAL REVISED CONTRACT AMOUNT:					\$	72,395.00

CITY OF MADRAS:

Mike Lepin, Mayor

Signature: _____

Date Signed: _____

H.A. McCoy Engineering

Hayes McCoy, Owner

Signature: _____

Date Signed: _____

Exhibit - A



PO Box 533 Redmond, OR 97756 · 541-923-7554 · www.ham-engr.com

July 16, 2024

Jeff Hurd
Public Works Director
City of Madras
125 SW E Street
Madras, OR 97741

Re: Demers Wastewater Pump Station Replacement - Engineering services for design, bid support and construction phase:

Mr. Hurd:

Thank you for this opportunity to present our proposal. To accomplish the services needed by the City of Madras, we have subcontracted with Harper Houf Peterson Righellis Inc. (HHPR) to complete said services in a timely fashion.

PROJECT UNDERSTANDING

- A. The existing Demers Pump Station (PS) is in need of replacement, as recommended in the technical memorandum from Murraysmith, Inc. dated December 3, 2021.
- B. The City of Madras prefers to locate the replacement PS outside the area of the future Demers Drive extension south from Cherry Lane. The replacement facility will be on airport property to the west/southwest of Demers Drive.
- C. All existing PS facilities in the right of way, except the wet well, will be demolished. The wet well will be converted to an inlet manhole. The power pole in the right of way will also be relocated.
- D. The replacement PS will be a duplex submersible facility with pumps designed to handle current flows and near-term flow increases. The proposed facility will also be designed so the wet well can accommodate future expansion to handle the projected flows identified in the Master Plan.
- E. The PS will include a flow meter, a pigging station, and a bypass connection.
- F. The facility will meet the City's standards and will include current Flygt pump technology, Flygt pumping system controls, and full radio telemetry to communicate with the existing system.
- G. The PS will include a new electrical transformer and incoming PS service. Our design will include stamped electrical plans. A fixed, natural gas generator will be included to eliminate the need for emergency storage capacity in the wet well.
- H. A shelter will be provided over the new electrical and controls equipment for the replacement PS. The shelter design will be similar to the one recently constructed for the GCPS, except that dimensions will be adjusted to address the City's preferences.
- I. The existing PS will remain in service during construction of the replacement facility to minimize bypass pumping. The existing wet well will serve as the inlet manhole for the new PS.
- J. The existing 4-inch force mains will remain in service and the new PS will be connected to these mains when it is ready for initial service.
- K. The project will include fencing, gravel access drive, gravel site surfacing, water service with reduced-pressure backflow device, yard hydrant, and lighting – all similar to the GCPS.

FEE ESTIMATE FOR PROPOSED SCOPE

• Item 1 – Design Basis and Pre-Design Memorandum	\$	9,860
• Item 2 – Detailed Design and Plans to 90% Completion	\$	36,315
• Item 3 – Detailed Design and Plans to 100% Completion	\$	8,940
• Item 4 – Bidding and Construction-Phase Support	\$	17,280

Proposed Not-to-Exceed Fee Amount **\$ 72,395**

We will bill the above tasks on an hourly basis up to the maximum amount shown above or to an updated amount agreed upon by both parties. If this proposal meets with your approval, please sign in the space provided at the end of this document.

PROPOSED SCOPE OF SERVICES

TASK 1: Design Basis and Pre-Design Memorandum

1. Review project requirements and preferred facility location with City.
2. Develop PS site layout and piping configurations. Establish required vault sizing.
3. Confirm pump selection and develop pumping system preliminary design.
4. Perform hydraulic analysis using selected pump model, design flows, and piping layouts.
5. Establish wet well dimensions and access hatch sizing for current design and forecast conditions.
6. Coordinate requirements for PS controls and telemetry w/Flygt and systems integrator.
7. Prepare preliminary design memo and perform in-house QA/QC review.
8. Submit memo to City for review and revise memo to incorporate the City's input.

City Input:

- Provide guidance on project requirements and PS location.
- Provide available records of existing force main, if any.
- Review and comment on pre-design memo.

TASK 2: Detailed Design to 90% Completion

1. Perform a topographical survey to prepare a base map of existing conditions at the project site.
2. Obtain draft bill of materials, product data & price quote from Flygt for equipment and controls.
3. Coordinate space requirements for telemetry system.
4. Coordinate power service requirements.
5. Develop layout of enclosures for electrical panel, control system, and telemetry.
6. Develop detailed site layout and yard piping configurations.
7. Develop detailed piping and valve layouts, including bypass connection and force main crossover.
8. Update detailed PS hydraulic analysis based on detailed design.
9. Design wood-framed shelter over controls cabinets and prepare structural calculations.
10. Establish site grading & establish design elevations of wet well, valve vault, and buried piping.
11. Develop pump station detailed drawings and notes to 90%.
12. Prepare 90% estimate of probable construction cost and projected construction schedule.
13. Perform 90% QA/QC review and address comments.
14. Submit plan set for reviews by City, Flygt, and utility.

HHPR design scope exclusions:

- a. Site erosion and sediment control plan for PS site.
- b. Stormwater handling plans and details.

City Input: Ongoing design coordination and review of 90% plans.

TASK 3: Detailed Design to 100% for Approvals, Bidding and Construction

1. Update pre-design memo and exhibits to produce project design report for DEQ review.

2. Address review comments from City and other reviewers.
3. Prepare stamped, 100% detailed drawings and structural calculations.
4. Update Estimate of Probable Construction Cost and Schedule.
5. Perform 100% QA/QC review and address comments.
6. Submit 100% plans and report to DEQ for approval and to County for permit (through City).
7. Address any review comments necessary to obtain approvals and produce bid-ready plans.

HHPR exclusions: Plan review fees, bidding documents, and contract documents.

TASK 4: Bidding and Construction-Phase Support

1. Prepare addendum materials necessary to address written inquiries from prospective bidders.
2. Prepare for and attend a pre-construction conference to define responsibilities, identify key items of interest to the project, communications and scheduling.
3. Review shop-drawing submittals for construction materials (pumping system, electrical system, control and telemetry components, valves, piping, supports, vaults, wet well, structural materials, backfill materials, and related materials).
4. Review manufacturer's O&M information for pumping system equipment and valves.
5. Prepare responses to Contractor RFIs (3).
6. Review change order request, if necessary (1).
7. Conduct site walk-through and prepare punchlist of incomplete items.
8. Provide coordination and support for PS testing and startup.
9. Prepare overall pump station O&M manual for DEQ approval and City's use.
10. Review Contractor's field plan set and prepare record plan set.
11. Certify PS completion to DEQ.

HHPR bidding and construction-phase scope exclusions:

- a. Bidding process management and coordination.
- b. Preparation of bid tabulation and detailed reviews of bid documents.
- c. Reviews of Contractor progress payment requests and progress schedule(s).
- d. Day-to-day onsite representation and inspections.
- e. Follow-up site visit after punchlist preparation.
- f. Special inspections of shelter construction.

City Input/Responsibilities:

- Permitting fees
- Attend equipment/pumping system startup and training session.
- Provide day-to-day onsite representation and communication during construction.
- Procure special inspection services.
- Review and process pay requests and change orders.

Sincerely,

H.A. McCoy Engineering & Surveying, LLC



Hayes A. McCoy - PE, PLS, Principal

CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **RESOLUTION 19-2024**
A RESOLUTION AUTHORIZING THE INSTALLATION OF ONE (1) STOP SIGN AT THE INTERSECTION OF D STREET AND 1ST STREET AND ONE (1) STOP SIGN AT G STREET AND LINCOLN STREET.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approves Resolution No. 19–2024, and directs staff to install two stop signs.

OVERVIEW:

Public Works has received a request from the Madras Police Department to install stop signs at the intersections of D Street and 1st Street and the intersection of G Street and Lincoln Street.

STAFF ANALYSIS:

City staff will install stop signs at the intersections of D Street and 1st Street and the intersection of G Street and Lincoln Street. This will create a controlled stop on D Street and 1st Street and the intersection of G Street and Lincoln Street.

In order for the City's Police Department to enforce the traffic control signage, it must be approved by resolution.

Staff is recommending that Council approve Resolution 19-2024 for the installation of stop signs.

FISCAL INFORMATION:

Purchase and Installation of 2 additional stop signs = \$700.00

SUPPORTING DOCUMENTATION:

- Resolution 19 -2024
- Pictures of current intersection

STRATEGIC GOAL:

RESOLUTION NO. 19-2024

A RESOLUTION AUTHORIZING THE INSTALLATION OF ONE (1) STOP SIGN AT THE INTERSECTION OF D STREET AND 1ST STREET AND ONE (1) STOP SIGN AT G STREET AND LINCOLN STREET.

WHEREAS, the City of Madras (the "City") has the authority by charter and ordinance to establish street control signs, including traffic control signs, for citizen safety and traffic control; and

WHEREAS, the Uniform Manual on Traffic Control gives direction on the justification and specifications for the placement of street control signs; and

WHEREAS, Public Works received a request from the Madras Police Department requesting stop signs be placed at the intersections of D Street and 1st Street and the intersection of G Street and Lincoln Street; and

WHEREAS, the Public Works Director has recommended that one stop sign be placed at the intersection of D Street and 1st Street and one stop sign be placed at the intersection of G Street and Lincoln Street within the City's incorporated limits; and

WHEREAS, City staff is recommending the installation of stop signs at the intersection of D Street and 1st Street and the intersection of G Street and Lincoln Street.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Madras that:

1. The above stated findings contained in this Resolution No. 19-2024 (this "Resolution") are hereby adopted.
2. There shall be two additional stop signs: one at the intersection of D Street and 1st Street, and one at the intersection of G Street and Lincoln Street.
3. Following the installation of the stop signs, law enforcement agencies will have the authority to issue citations for any violations concerning, among other things, an individual's failure to adhere to the traffic control signage.
5. This resolution will become effective immediately upon its passage by the Council and signing by the Mayor.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this 23rd day of July, 2024.

Ayes: _____
Nays: _____
Abstentions: _____
Absences: _____
Vacancies: _____

Mike Lepin, Mayor

ATTEST:

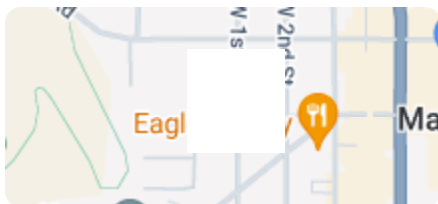
Keli Pollock, City Recorder

Google Maps 201 SW 1st St



Madras, Oregon
Google Street View
Jun 2012

Image capture: Jun 2012 © 2024 Google



Google Maps 498 SW Lincoln St

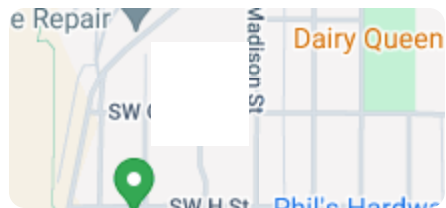
Madras, Oregon

Google Street View

May 2012



Image capture: May 2012 © 2024 Google



CITY OF MADRAS
Request for Council Action

Meeting Date: July 23, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: 2024 Street Paving Project
High Desert Aggregate and Paving Construction Contract

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council 1) approves the construction contract between the City and High Desert Aggregate and Paving for the 2024 Street Paving project in the amount of \$198,695.40, and 2) authorizes the Public Works Director to execute change orders not to exceed the total project cost of \$240,000.00

OVERVIEW:

The 2024 Street Paving Project includes the following streets:

Pine Street - From 7th Street to 8th Street
7th Street - From Oak Street to Henry Street
8th Street - From Pine Street to Henry Street
9th Street - From Oak Street to Henry Street
10th Street - From A Street to Oak Street
11th Street - From A Street to Oak Street
Cowden - From 12th Street to Oak Street
A Street - From 12th Street to 10th Street.

Public Works staff formally advertised the 2024 street paving project and received a bid from High Desert Aggregate and Paving in the amount of \$195,695.40. The staff have reviewed the bid from High Desert Aggregate and Paving and has deemed them the low responsive bidder. Public Works has completed many projects with High Desert Aggregate and Paving, and they have always been good to work for, and the performance has been good.

The Public Works Staff is recommending that the construction contract for the 2024 City Street Paving project be awarded to High Desert Aggregate and Paving.

STAFF ANALYSIS:

The staff was unable to schedule a County Chip Seal crew this year and in lieu of losing a year of preventative pavement maintenance, we switched gears and advertised an overlay project in the NE section of town that have been needing treatment for some time. In the 25-26 budget cycle,

we will have a County Chip Seal crew again and continue with the chip seal program where we left off.

The roads proposed for an overlay project are lower volume roads so that a 1" overlay will be more than adequate to bring the roadways back to a smooth surface for residents. The areas proposed have been on our list for some time, so while it's unfortunate we cannot schedule a chip seal crew, we have the opportunity to take care of an area that has needed treatment.

FISCAL INFORMATION:

The 24-25 budget included \$300,000 for pavement preservation in Transportation Operations Fund.

SUPPORTING DOCUMENTATION:

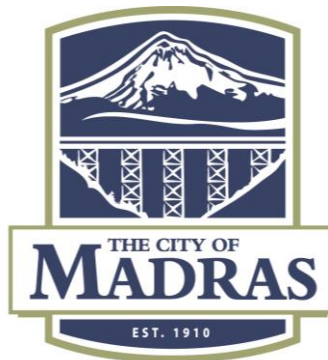
2024 City Street Paving RFP
High Desert Aggregate and Paving Bid
High Desert Aggregate and Paving Contract
Project Map

STRATEGIC GOAL:

City of Madras
2024 Street Paving

INVITATION TO BID

BIDS DUE:
Tuesday, July 16, 2024
2:00 pm
at
MADRAS CITY HALL
125 SW “E” Street, Madras, OR 97741



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Plans.....Exhibit A

CITY OF MADRAS INVITATION TO BID – 2024 STREET PAVING

Sealed bids will be accepted by Jeffrey Hurd, Public Works Director, at the Madras City Hall, 125 SW “E” Street, Madras, OR 97741, until **2:00 pm, Tuesday, July 16, 2024**, at which time and place bidding will be closed, and the bids opened and read. All times shall be as shown on the City Recorder’s Clock, located in the City Hall front office; no bids will be received after closing. In this Invitation to Bid (“ITB”), the City of Madras may sometimes be referred to as “City.” Each bidder is required to submit a First-Tier Subcontractor Disclosure Form, as required by ORS 279C.370, in a separate envelope within two (2) hours of the bid closing time. The City will reject a bid if the bidder fails to submit the required disclosure form by this deadline.

The work includes, but is not limited to, 1” HMAC overlay of various City Streets. Work shall be substantially completed by September 30, 2024

The bid proposal (“Bid”) shall be submitted in a sealed envelope and marked: **2024 Street Paving**

Plans, specifications, addenda and notifications of bid results for this project may be viewed or bid set acquired for a fee at the Premier Builders Exchange, you may pick up plans at 63052 Layton Ave., #100, Bend, OR 97701. Mailing address P.O. Box 6731 Bend, OR 97708 (phone 541-389-0123). Plans, specifications and addenda may also be viewed, printed or ordered online at <http://www.premierbx.com>, then click on “Posted Projects.” Bidders are responsible for checking with the Madras Public Works Department (541-475-2344) for the issuance of any addenda prior to submitting a bid. The Contractor is responsible for all addenda/changes to the documents and will be considered non-responsive if the Contractor’s bid does not reflect those addenda/changes.

Technical questions regarding the project, or requests for clarification or change, should be directed to Jeffrey Hurd, City of Madras Public Works Dept., 125 SW “E” Street, Madras, OR 97741; phone (541) 475-2344; fax (541) 475-1038 and must be received by **4:00 p.m., Thursday, July 11, 2024**.

There will not be a pre-bid conference.

Each bid must contain a certification declaring the bidder’s residency status, as defined in ORS 279A.120. In determining the lowest responsive Bid, the City shall, in accordance with OAR 137-046-0310, add a percentage increase to the Bid of a nonresident bidder equal to the percentage, if any, of the preference given to the bidder in the state in which the bidder resides.

The successful bidder must comply with the Oregon Public Contracting Code (ORS ch. 279A, 279B and 279C) and the City’s public contracting rules, as all are amended from time to time, in the performance of the work.

The project is a public works project subject to the state prevailing wage rates under ORS 279C.800 to 279C.870, the federal prevailing wage rates under the Davis Bacon Act (40 U.S.C. 3141 et seq.), or both. No bid will be received or considered unless the bid contains a statement that the bidder will comply with ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable. The wage rates will also be included in the Contract Specifications.

The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and may reject for good cause all bids upon a finding of the City that it is in the public interest to do so.

No bid shall be received or considered unless the bidder is licensed by the Construction Contractors Board, or licensed by the State Landscape Contractors Board, as applicable, as required by ORS 671.530.

INFORMATION FOR BIDDERS

1. GENERAL DESCRIPTION OF PROJECT.

A general description of the work to be performed is contained in the Invitation to Bid (“ITB”). The scope is indicated in the applicable parts of the contract documents and project specifications.

2. BID DOCUMENTS.

The bid proposal documents (“Bid Documents”) include the Notice of Invitation to Bid, Invitation to Bid, Information for Bidders, Contract, General Conditions, Special Provisions, Plans and Specifications, Bid, First-tier Subcontractor Disclosure Form, the Bid Bond, the Performance Bond, the Payment Bond, and any addenda issued prior to receipt of bids. All requirements and obligations of the Bid Documents are hereby incorporated by reference into the Contract and are binding on the successful bidder upon award of the Contract. Bidder assumes full responsibility for errors, omissions or misinterpretations resulting from the use of incomplete sets of Bid Documents. Bid Documents are provided to bidder only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

3. FORM OF BIDS; SUBMISSION.

The following minimum requirements as to the form and manner of submitting bids must be strictly observed; variance from these requirements will result in rejection of the bid as unresponsive.

- a) Each Bid must be submitted on forms furnished by the City.
- b) Each bidder must sign its Bid.
- c) Bid security, in the required form and amount, must accompany each bid.
- d) Each blank in the Bid must be filled in unless an alternative is provided. Each separate bid item must be bid on, unless the Bid form clearly indicates otherwise.
- e) Each Bid must be submitted in a separate sealed envelope, marked as specified in this ITB so as to indicate its contents and allow identification of the bidder without opening, and in the hands of the Public Works Director at the time and place specified for bid opening.
- f) A Bid shall contain no modifications, deletions, exceptions, reservations or conditions, which in any way conflict with or purport to alter any provision contained in the Bid Documents.

4. PREPARATION OF BIDS.

The bid form must be used without alteration. All blank spaces in the bid form must be filled in, in ink, or typed, in both words and figures where required. No changes shall be made in phraseology of the forms. Amounts stated in words shall govern in cases of discrepancy between the amount stated in words and the amount stated in figures.

Any Bid which contains omissions, alterations, or additions of any kind, or prices uncalled for, or is contingent upon the acceptance of conditions that differ from the Bid Documents, or which, in any manner shall fail to conform to the conditions of the Bid Documents shall be deemed non-responsive.

The bidder shall sign his/her Bid in the blank space provided. Bids made by corporations, partnerships or limited liability companies shall contain names and addresses of the principal officers, partners or members, as applicable. If a corporation makes the Bid, it must be signed by one of the corporation's principal officers. If made by a partnership or limited liability company, it must be signed by one of the partners or members, clearly indicating that he/she is signing as a partner or member of the firm. In the case of a Bid made by a joint venture, each of the joint venturers must sign the Bid in his/her personal capacity. By signing the Bid, the individual signer is representing and warranting that such person has authority to execute the Bid on behalf of the Bidder and that, once signed, the Bid will be binding upon the Bidder.

5. SUBMISSION OF BIDS.

All Bids must be received by City at the time and place and in the manner prescribed in the ITB. If the Bid is submitted by mail or delivery service, the sealed envelope containing the bid must be enclosed in a separate envelope plainly addressed for mailing in conformance with instructions in the ITB. Postmarks are not considered proof of delivery. A prospective Bidder bears all risk of any delay or mis-delivery, whether by the prospective bidder or any third-party delivery service.

6. MODIFICATIONS OR WITHDRAWAL OF BID.

A bidder may withdraw its submitted Bid by written notice provided the notice complies with OAR 137-049-0320 and is received prior to the time set for Bid opening. The bidder or its authorized representative may also withdraw its Bid in person prior to the Bid opening, upon presentation of appropriate identification and satisfactory evidence of authority. After that time, no Bid may be withdrawn for a period of sixty (60) calendar days and at no time after the award of the Bid. Bids may be modified only as allowed by OAR 137-049-0320.

7. BID SECURITY.

Each Bid must be accompanied by a bid security of ten percent (10%) of the amount of the Bid. (For the purpose of this provision, the amount of the Bid shall be the base bid, only.) The bid security must be payable to the City in lawful money of the United States, in the form of a cashier's check, certified check, or an irrevocable letter of credit issued

by an insured institution as defined in ORS 706.008. In the alternative, the bid security may be in the form of a bid bond executed by a surety company authorized to do business in the State of Oregon and otherwise acceptable to the City. The City may retain the bid security of any bidder for the entire duration of the period in which the bid is irrevocable and open for acceptance.

Should the City award the Contract to the bidder, and should the bidder refuse or be unable to execute the Contract and promptly return it with any required performance bond, payment bond and any required proof of insurance, the City shall be entitled to the total amount of the bid security as liquidated damages, which each prospective bidder acknowledges and agrees is a fair and reasonable estimate of City's damages for such bidder's nonperformance and is not as a penalty.

8. CONDITIONS OF WORK.

Each bidder must independently evaluate all aspects of the work for which a Bid is submitted including, without limitation, the following: (i) the plans and specifications for the work, (ii) the conditions of the site where the work will be performed (including, without limitation, access, surface and subsurface conditions, and elevations), (iii) all laws and regulations, both Federal and State, applicable to the work, (iv) availability and costs of labor and materials, and (v) the Contract Documents. By submitting a Bid, the bidder represents and warrants that the bidder has completed such evaluation. Any failure to complete such evaluations will not relieve the successful bidder from entering into a Contract and completing the work in strict accordance with the Contract Documents (including, without limitation, performing the work for the amount of the Bid).

9. AWARD OF CONTRACT.

The City will award the contract to the lowest responsive and responsible bidder, whose Bid will best serve the interests of the City and is in compliance with applicable law. The City reserves the right to accept or reject any or all Bids, and to waive minor informalities and errors in such Bids, each in accordance with Oregon law. The City further reserves the right to postpone the acceptance of the Bid and the award of the contract for a period not to exceed sixty (60) calendar days from the date of the Bid opening and to reject for good cause any or all Bids upon a finding of the City that it is in the public interest to do so. The lowest bidder is determined by the aggregate amount of the base bid, plus any alternates selected by the City. Any or all alternates may be accepted or rejected by the City in any order. A responsive bidder shall mean a bidder who has submitted a Bid which conforms, in all material respects to the solicitation documents. A responsible bidder shall mean a bidder who has the capability, in all respects, to perform fully the Contract requirements, and the integrity and reliability which will ensure good-faith performance. Responsibility will be determined in accordance with the standards set forth in ORS 279C.375 and OAR 137-049-0390. The City will document its determination of the successful bidder's responsibility of the Responsibility Determination Form substantially as set forth in ORS 279C.375(3)(c).

10. PERFORMANCE BOND AND PAYMENT BONDS; INSURANCE.

The successful bidder shall file with the City, at the time of execution of the Contract, a Performance Bond and a Payment Bond, each of not less than the Contract price, on the forms furnished by the City. The Surety Company furnishing any bond shall have a sound financial standing and a record of service satisfactory to the City, and shall be authorized to do business in the State of Oregon. Alternatively, the Contractor may file a certified or cashier's check made payable to City in lieu of all or a portion of the Performance Bond and execute an agreement for City to draw from the security in a form acceptable to City. In addition, the successful bidder shall submit certificates evidencing insurance coverage required by the Contract.

11. PUBLIC WORKS BOND

The successful contractor and all subcontractors must have a public works bond filed with CCB before starting work on the project, unless exempt.

12. REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTESTS; PROTEST OF AWARD.

A. Clarification. Prior to the deadline provided in the ITB for submitting a request for change or protest, a bidder may request clarification of any provision of the Bid Documents. Requests for clarification shall be submitted to the person identified in the ITB. Any clarification to a bidder, whether orally or in writing, does not change the Bid Documents, and is not binding on the City, unless the City amends the Bid Documents by written addendum.

B. Request for Change. A bidder may request in writing a change to the Specifications or Contract terms and conditions on or before **Monday, July 8, 2024**. All requests for change shall be directed to the person identified in the Invitation to Bid, and must comply with OAR 137-049-0260(2).

C. Solicitation Protest. A bidder may protest the Specifications or Contract terms and conditions by delivering a written protest on those matters to the City on or before **Monday, July 8, 2024**. All protests of Specifications or Contract terms and conditions must be in writing, and must comply with OAR 137-049-0260(3).

D. Right to Protest Award. A bidder may submit to the City a written protest of the City's intent to award within seven (7) days after the City's issuance of the notice of intent to award the Contract. A bidder may submit a protest of the award only as allowed by, and only in compliance with, OAR 137-049-0450(4).

E. Extension of Closing. If City receives a request for change or protest City may extend the closing if City determines an extension is necessary to consider the request or protest.

13. PERMITS AND LICENSES.

The Contractor will have or obtain any and all permits and licenses required by Jefferson County, the City of Madras, and the State of Oregon, pertaining to the project.

14. ADDENDA.

Changes to the Bid Documents, whether in response to requests for clarification or change or a solicitation protest, or to issue supplemental instructions, may only be made by written addenda. The City will not mail notice of any addenda to the bidders, but will publish notice of any addenda on the Premier Builders Exchange website. Addenda may be downloaded off the Premier Builders Exchange website, and bidder should frequently check said website until closing. It is the responsibility of each prospective bidder to regularly check for addenda. All addenda so issued shall become part of the Bid Documents. No other oral or written statements to bidders shall be binding on the City unless reduced to written addendum.

15. PRE-BID INQUIRIES.

Bidders with non-technical, pre-bid inquiries may contact the Public Works Dept., Michele Quinn at 541-475-2344.

CITY OF MADRAS

GENERAL CONDITIONS

Contractor's services under this Contract shall be subject to the provisions of these General Conditions, and both parties agree to comply therewith, as they may be modified by special conditions (if any) identified in the Contract as one of the Contract Documents.

<u>Article</u>	<u>Title</u>
1	Definitions
2	General Provisions
3	Intent of the Contract Documents
4	Substitutions and Value Engineering
5	Architect's/Engineer's Status
6	Contractor's Superintendent
7	Subcontractors
8	Separate Contract
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19	Protection of Work, Property and Persons
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22	Protection of Facilities, Existing Structure and Archaeological Items
23	Additional or Deleted Work
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25	Delays and Extension of Time
26	Temporary Sign
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34	Owner's Right to Withhold Payment
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39	Owner's Right to Terminate
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42	Assignment
43	Guarantees and Warranties
44	Public Contract

ARTICLE 1

Definitions

- A. For the purposes of this Contract, the following terms shall have the meanings hereinafter set forth:
1. The term “Architect/Engineer” means the person, firm, or corporation that prepared the drawings and specifications, or acts as a consultant to the Owner during the project, whether it be an architect or engineer.
 2. The term “drawings of record” means those annotated drawings submitted by the Contractor during progress of construction to the Owner or the Architect/Engineer, illustrating how various elements of the work were actually installed.
 3. The term “Contract” means the construction agreement signed by Owner and Contractor, these General Conditions, and all other documents and exhibits listed as “Contract Documents” in the agreement signed by the parties.
 4. The term “contract change order” means a document prepared by the Owner or the Architect/Engineer, as directed and approved by the Owner as a change to the Contract incorporating approved Contractor’s proposals for changes in the Work. Contract change orders shall be numbered consecutively in chronological order and shall refer to the field change order(s) covered.
 5. The term “Contract Sum” means the amount payable to Contractor under the Contract.
 6. The term “Contractor” means the person, firm, or corporation responsible for the execution of the work contracted for by Owner.
 7. The term “days,” unless expressly stated otherwise, means calendar days.
 8. The term “field change order” means an order issued to the Contractor, by the Architect/Engineer or the Owner’s Construction Representative, to carry out minor revisions in the Work. The Contractor’s field superintendent shall be authorized to supply quotations for the Work directly to the Architect/Engineer or the Owner’s Construction Representative. Such field change orders shall be numbered consecutively, in chronological order.
 9. The Architect/Engineer and the Owner use the term “or approved equal” to indicate that the material or product to be supplied or installed must be equal to that specified and as approved.
 10. The term “Owner” means the City of Madras.

11. The term “Owner Request for Proposal (Owner RFP)” means a request by the Owner for a proposal on contemplated changes in the Work. Such Owner RFPs shall be numbered consecutively, in chronological order.
 12. The term “Owner’s Construction Representative (OCR)” means the Owner’s agent, designated by Owner. The OCR coordinates the activities of the Architect/Engineer, Contractor, Owner’s consultants, and all aspects of the project.
 13. The term “Project” means all construction of which the Work may be a part or the whole. The Project may contain work by Owner or by separate contract.
 14. The term “punch list” means a list, prepared by the Architect/Engineer and/or the Owner, of the Contractor’s uncompleted or uncorrected work.
 15. The term “separate contract” means a contract between Owner and a contractor, other than the Contractor under this Contract, for the construction or furnishing of a portion of the Project.
 16. The term “subcontractor” means, without limitation, any firm, corporation, or person working directly or indirectly for the Contractor that furnishes or performs a portion of the work, labor, or material, according to the drawings and/or specifications.
 17. The term “substantial completion” means the completion of the Work to the extent that the Owner may have uninterrupted occupancy and use of the facility or specified portion thereof for the purpose for which intended.
 18. The term “Work,” unless otherwise specified, indicates all items to be furnished, performed and paid for by the Contractor and its subcontractors, and includes all materials, tools, methods, labor, overtime labor, standby labor, equipment services, transportation, power, fuel, water, and other items and facilities of every kind necessary for the complete job and to the entire performance of this Contract.
 19. The term “Work in place” means work, which has been installed in accordance with the drawings and specifications, but does not include equipment or material that has been delivered to the job site and not yet installed.
- B. Capitalized terms not otherwise defined herein shall have the meanings given to the terms in the agreement signed by the parties.

ARTICLE 2
General Provisions

- A. The Contract shall be deemed to have been made in, and shall be construed under, the laws of the State of Oregon.
- B. Contractor shall direct all communications to the designated OCR.

- C. Contractor shall perform services under this Contract in a skillful and competent manner in accordance with good practice standards of the construction industry in the locale where the Work will be performed. Contractor shall be responsible to Owner for any errors or omissions in the Work and/or failure to perform this Contract, and shall correct any defective portion of the Work.
- D. Contractor's Work shall comply with all applicable laws, regulations, ordinances, building codes, and requirements of federal, state and local government authorities and agencies having jurisdiction over the facility to be constructed, including those of the utility companies, and shall give all notices and obtain all licenses and permits required.
- E. Contractor shall comply with construction procedures contained in the Contract Documents.
- F. Written notice shall be deemed to have been duly given (i) if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, (ii) if sent by facsimile, with transmission confirmation received to the fax number provided in the Contract, or (iii) if delivered at, or sent by registered or certified mail to, the person's address set forth in the Contract.
- G. Time limits stated in this Contract are of the essence.
- H. Contractor shall maintain an efficient and accurate accounting system for all Work in connection with this Contract. Contractor's accounts and records covering these charges and all invoices, payments, correspondence, memoranda, and other writings, on account of this Contract, shall, at all reasonable times during the term of this Contract, and for two (2) years thereafter, be open to inspection and copying by Owner or its authorized representatives.
- I. Contractor shall pay for additional sets of drawings and specifications requested by Contractor, over and above the bid and contract sets furnished by Architect/Engineer. Payments are to be made directly to the blueprinter or to the party furnishing the drawings and specifications.
- J. Upon acceptance of this Contract, Contractor shall execute and deliver separate Performance and Payment Bonds on forms provided by Owner, each in an amount equal to the total Contract Sum, and fully executed by a Surety Company authorized to do business in the State of Oregon and approved by Owner. In the event of any increases in the total Contract Sum, Contractor shall increase the Performance and Payment Bonds so that each equals the new total Contract Sum. Contractor shall pay the costs of all Bonds.
- K. Contractor agrees to immediately remove any liens, claims, or encumbrances which, because of any act or default of Contractor, or of Contractor's subcontractors or sub-subcontractors, or material suppliers, are made against the Owner or the Project; and to defend, indemnify, and save Owner harmless against and from all resulting loss and expenses, including attorney's fees.

- L. In carrying out any of the provisions hereof or in exercising any authority granted by the Contract, there will be no personal liability imposed upon any public official or employee of Owner.
- M. In the event any provision of this Contract is void, invalid, or unenforceable under the laws of the State of Oregon; the balance of the Contract shall remain in effect and binding on the parties hereto.
- N. Contractor shall perform all work under this Contract as an independent contractor and shall not be considered an agent of Owner, nor shall contractor's subcontractors or employees be sub-agents of Owner.
- O. This Contract is not intended to entitle Contractor to any benefits generally granted to Owner's employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leave with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
- P. The Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Worker's Compensation coverage under this Contract. If the Contractor has the assistance of other persons in the performance of this Contract, the Contractor shall qualify and remain qualified for the term of this Contract as required by ORS 656.407 or as a contributing assistance of any other person, Contractor shall execute a Joint Declaration with City's Workers' Compensation carrier absolving Owner of any and all liability from Workers' Compensation provided in ORS 656.029(2).

ARTICLE 3

Intent of the Contract Documents

- A. The intent of the Contract Documents is to include all of the Work for the Contract Sum and within the Contract Time. The drawings and specifications are to be considered complementary, and all work necessary for the execution of the Work if shown on the drawings and not described in the specifications, and all work described in the specifications and not shown on the drawings, or any work which is obviously necessary to complete the Work within the limits established by the drawings and specifications, shall be considered part of the Contract, and shall be executed by Contractor in the same manner and with the same quality of material as other portions of the Contract without extra compensation.
- B. Unless expressly stipulated otherwise, Contractor shall provide and pay for all services, labor, overtime labor, standby labor, methods, materials, equipment, transportation, power, fuel, water, and all other facilities and services, including operating costs incurred in checking out equipment, and all other items and facilities of every kind

necessary to complete the intent of the Contract for the Contract Sum within the Contract Time.

- C. Words describing material or work which have a well-known technical or trade meaning unless otherwise specifically defined in the contract, shall be construed in accordance with such well-known meaning, recognized by architects, engineers and tradesmen.
- D. The Contract and each of the Contract Documents are complementary, and they shall be interpreted so that what is called for by one shall be as binding as if called for by all. Should Contractor observe any conflicts within the Contract Documents, Contractor shall bring them to the Owner's attention for decision and revision as soon as possible after originally observed. In the event of duplications or conflicts within the Contract Documents after the Contract has been executed, the most expensive method of work, materials and equipment shall be construed as the requirement, provided, however, that Owner shall receive a credit for all costs saved accruing to Owner in the event the least expensive method of work is directed by Owner. A duplication of work is not intended by the Contract Documents and any duplication specified shall not become a basis for extra cost to Owner.
- E. Contractor shall secure written instructions from the OCR before proceeding with Work affected by omissions or discrepancies in the Contract Documents.

ARTICLE 4 Substitutions

- A. Throughout the specifications, manufacturer's name and catalog number may specify types of material in order to establish standards of quality and performance and not for the purpose of limiting competition. Unless specifically specified otherwise, Contractor may assume the phrase "or approved equal" except that the burden is upon Contractor to prove such equality. If Contractor elects to prove such equality, Contractor must request the Architect/Engineer and Owner's approval in writing to substantiate equality, with supporting data and samples, if required, to permit a fair evaluation of the proposed substitute with respect to quality, serviceability, warranty, and cost. Such supporting data shall include the basic specifications of the specified item(s), and the specifications, characteristics and other information concerning the proposed substitution demonstrating its equality to the specified items(s), and the effect of the substitution on the schedule and cost, if any.
- B. After award of the Contract, proposed substitutions will be considered only if Owner receives the advantage of lesser cost with no decrease in quality, or earlier completion date, or both. In any event, a request for substitution shall be made sufficiently in advance of Project needs to permit sufficient time for evaluation by Architect/Engineer and Owner without jeopardizing the construction schedule.

- C. In the event that Owner approves a substitution, Contractor shall assume all risk and costs for redesign and adjustment of Work affected by the substitution and its effect on adjoining Work, and any delays occasioned by its use.

ARTICLE 5
Architect's/Engineer's Status

- A. Architect/Engineer is the interpreter of the drawings and specifications.
- B. It is not incumbent upon Architect/Engineer or Owner to notify Contractor when to begin, cease or resume work, nor to give early notice of rejection of faulty work, nor in any way to superintend so as to relieve Contractor of any responsibility or of any consequences for neglect or carelessness by Contractor or its subordinates.

ARTICLE 6
Contractor's Superintendent

- A. Contractor shall provide the services of a competent on-site representative, as approved in writing by Owner, from the commencement of construction to final completion and acceptance of the Work. Contractor's on-site representative shall represent Contractor at the Work, and all directions, instructions, or notices given to the on-site representative by Owner or the Architect/Engineer shall be as binding as if given to Contractor.
- B. Contractor's on-site representative shall be in charge of the Work at all times and shall have authority to furnish estimates and to approve field change orders. Contractor shall provide on-site representative with such assistants as are necessary to properly execute and coordinate all phases of the Work.
- C. Contractor's project manager, construction superintendent, assistant construction superintendent, if any, and trade foremen, as required, shall not be removed from the Work under this Contract without the prior written approval of Owner.

ARTICLE 7
Subcontractors

- A. Contractor, upon notification of selection as apparent successful bidder, and prior to award of Contract, shall submit to Owner, for approval, a list of proposed subcontractors and suppliers for each of the major items of the Work. Owner reserves the right to reasonably reject any subcontractor or supplier that has not been qualified by Owner in writing prior to award of Contract, without additional cost to Owner. Where Owner rejects any subcontractor or supplier that has been prequalified by Owner in writing, the Contract Sum shall be adjusted by contract change order pursuant to provisions of this Contract for pricing additional or deleted work. Contractor shall advise Owner of Contractor's selection of approved subcontractors and suppliers prior to commencement of Work by the subcontractors and suppliers.

- B. To the extent the specifications have been divided into separate headings or sections to cover the principal trades or subtrades represented in the Work, it is done for convenience. This arrangement shall not limit Contractor in the extent of the Work included in each of the various subcontracts, nor shall the use of the term “subcontractor” relieve Contractor of responsibility for seeing that all of the Work of the Contract is performed properly, whether or not specifically called for in a particular section.
- C. All contracts concerning the Work entered into by Contractor with subcontractors shall include the terms and conditions governing Contractor. No provisions of this Contract or of any contract between the Contractor and subcontractors shall be construed as an agreement between Owner and subcontractors. Contractor shall be as fully responsible to the Owner for the acts and omissions of a subcontractor, of the persons employed by a subcontractor, or of firms and/or subcontractors engaged by a subcontractor, as Contractor is for the acts or omissions of its own employees.
- D. Contractor shall comply and require all subcontractors to comply with applicable requirements of all laws, codes, ordinances, regulations and statutes, including but not limited to those in ORS Chapter 279C. To the extent that ORS Chapter 279C, or any other law, code, ordinance or regulations, requires any term or condition to be included in this Contract, such term or condition are hereby incorporated by this reference. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, code, rule, statute, ordinance or regulation and whenever there is any conflict between any provisions contained herein and any statute, law, code, ordinance, rule or regulation the provision of this Contract which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, code, rule, statute, ordinance or regulation.
- E. Contractor certifies 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, as applicable, before the subcontractors commence Work under the Contract.

ARTICLE 8
Separate Contracts

- A. Owner reserves the right to let separate contracts in connection with the Project and/or Work. Contractor shall afford such other firms, contractors, or subcontractors adequate opportunity for the introduction and storage of their material and the execution of their work, and shall properly connect and coordinate the Work with such other firms, contractors, or subcontractors.
- B. Contractor shall cooperate with other firms, contractors, or subcontractors on the Project and/or Work and with Owner so that all portions of the Work may be completed in the least possible time within normal working hours. Contractor shall furnish other firms, contractors, or subcontractors, whose work is fitted into Contractor’s, detail and

erection drawings giving full information regarding the fabrication and assembly of Contractor's work. When possible, drawings shall show checked field measurements.

- C. Should Contractor cause damage to any separate firm, contractor, or subcontractor on the Project and/or Work, Contractor agrees to use its best efforts to negotiate a settlement with such firm, contractor or subcontractor. Contractor shall defend, indemnify and save Owner harmless from any and all claims, losses, liability, or actions arising therefrom, even if Contractor was not negligent in causing the damage.

ARTICLE 9 Allocation of Risk

- A. All reports giving the results of soil investigations or borings conducted by Owner, if any, may be examined at Owner's offices. Any investigations or borings were carried out and retained for design purposes only, and are not considered adequate for construction. Prior to submitting any bids, Contractor is required to acquaint him/herself with the site and all other conditions relevant to the Work, and make all investigations essential to a full understanding of the difficulties, which may be encountered in performing the Work.
- B. Contractor represents that prior to submitting its proposal for the Work, Contractor carefully examined all of the Plans and Specifications, acquainted him/herself with the site and all other conditions relevant to the Work, and made all investigations essential to a full understanding of the difficulties which may be encountered in performing the Work.
- C. Owner does not warrant the correctness of any soil investigations or borings, or of any interpretations, deductions or conclusions given in any report relative to subsurface conditions. Soil investigations or borings are not warranties of conditions between soil borings nor are they guaranteed to represent all conditions that may be encountered. Contractor has made and shall make its own deductions and conclusions as to the nature of the materials to be excavated, the difficulties of making and maintaining the required excavation, the difficulties which may arise from subsurface conditions, and of doing any other work affected by the subsurface conditions, and shall accept full responsibility therefore.
- D. During construction, and until acceptance by Owner, Contractor shall be responsible for the premises and for the Work and shall bear the risk of loss for all damage thereto, however caused, and regardless of whether any damage is the fault of Contractor.

ARTICLE 10 Indemnification

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold Owner, and its agents and employees, harmless from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising from, related to, or caused by the performance of the Work by Contractor, or its subcontractors, agents, and employees.

- B. In any and all claims against Owner or its agents or employees, these indemnification obligations shall not be limited in any way by any limitation in the amount or type of damages, compensation or benefits payable by or for contractors' or workers' compensation acts, disability acts or other employee benefit acts.
- C. Contractor shall carry sufficient insurance to defend, indemnify and hold Owner harmless as provided in this provision.
- D. Contractor's obligations under this Article 10 shall survive acceptance of the Work and completion of the Contract.

ARTICLE 11
Contractor's Insurance

- A. Contractor shall not commence work until Contractor has furnished two (2) copies of certificates of insurance evidencing that Contractor has obtained the following insurance, which shall be secured with companies and in form satisfactory to the Owner. Owner shall be added to each policy as a named additional insured. Such certificates must provide that the insurer will give Owner at least thirty (30) days' prior written notice of material change in or cancellation of such insurance:

<i>Type</i>	<i>Minium Coverage</i>
1. Employer's Insurance	
a. Workers' Compensation covering all employees who are engaged in any work under the contract	Statutory limits
b. Employers' Liability including bodily injury caused by disease	\$500,000 each accident
2. Commercial General Liability*:	\$2,000,000 per occurrence, per job site \$3,000,000 annual aggregate
3. Comprehensive Automobile Liability including Owned, Non-owned and Hired Vehicles:	
a. Bodily injury (including death)	\$1,000,000 each accident
b. Property damage	\$1,000,000 each accident

* The Commercial General Liability policy shall include coverage for bodily injury, property damage, independent contractors, blanket contractual, personal injury, products and

completed operations, broad form property damage (including but not limited to completed operations) and coverage for explosion, collapse and underground hazards. This insurance shall include contractual liability to cover the liability assumed by the Contractor under the indemnification provisions of the General Conditions.

- B. When the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, Contractor shall conform to the particular requirements and provide the required insurance. Contractor shall include in its liability policy all endorsements that the applicable government authority may require for the protection of the authority, its officers, agents, and employees. Contractor shall provide insurance coverage for special conditions, when required.
- C. Contractor shall maintain the above insurance at all times until acceptance of the Work.
- D. Contractor shall name City of Madras, officers, agents, and employees as additional insured and the certificates of insurance shall be accompanied by a copy of the additional insured endorsement.
- E. Maintenance of insurance by Contractor as specified in this Article shall in no way be interpreted as relieving Contractor of any responsibility and Contractor may carry, at its own expense, such additional insurance as Contractor deems necessary.
- F. Contractor shall require all subcontractors (unless otherwise approved by the Owner) to carry insurance at least equal to that required by Contractor under this Article (including, without limitation, similar endorsements and naming additional insureds).

ARTICLE 12

Safety

- A. Contractor shall take all necessary precautions for the safety of its employees, Owner's employees, and the public, and protection of the Work and of adjoining property, and shall comply with all applicable provisions of federal, state and local safety laws and building codes and Owner's fire insurance carrier's requirements to prevent accidents, injury to persons, loss of life and damage to property.
- B. Contractor shall not permit any structure to be loaded excessively.
- C. For work at an existing facility operated by Owner, Contractor shall obtain approval, from Owner, as to time and duration of activities prior to blasting, welding, torch cutting, building of fires, or making changes in the process water, city water, or fire protection systems.
- D. Contractor shall properly erect and maintain all necessary safeguards for the protection of workers, Owner, Owner's employees, and the public. Contractor shall post danger signs and markers warning against hazards created by features of the construction.

- E. Safety and accident reports shall be submitted in accordance with federal, state, and local regulations. Contractor shall inform Owner of any accidents as soon as practical but in no event later than three (3) days after occurrence.
- F. Owner, OCR, and Architect/Engineer are not responsible for safety, safety procedures, safety analysis of any condition on the Project, or coordinating any safety efforts or programs of any contractor or subcontractor.

ARTICLE 13
Royalties and Patents

Contractor shall pay all royalties and license fees associated with the Work. Contractor shall defend all suits or claims for infringement of any patents and shall save Owner harmless from loss on account thereof except the Owner shall be responsible for all such loss when a particular process or product is specified by it unless Contractor shall have information that a particular process or product infringes a patent, in which event, Contractor shall be responsible for loss on account thereof unless Contractor promptly provides such information to Owner.

ARTICLE 14
Ownership of Documents

All drawings, specification computations, sketches, test data, survey results, photographs, renderings, models, electronic data and other material related to the Work prepared by Contractor, or furnished to Contractor by Owner or the Architect/Engineer, are the property of Owner. Contractor shall submit to Owner the original and a reproducible copy of all such materials upon Owner's request, otherwise upon completion of construction. Contractor shall not use any such materials or copies thereof on other work nor shall contractor divulge information from such materials without Owner's prior written approval.

ARTICLE 15
Methods of Carrying on the Work

- A. Contractor shall be responsible for construction means, methods, techniques, sequences, procedures, coordination, orderly scheduling, and management of all Work by its employees and subcontractors.
- B. Contractor shall confine its equipment, apparatus, materials, and operations of workers and subcontractors within limits allowed by Owner and shall not unnecessarily encumber the premises. Contractor shall be responsible for all materials and equipment stored by Contractor or its subcontractors.
- C. Contractor shall use the premises only for purposes necessary to the performance of this Contract. Contractor shall not make use of any existing structures on Owner's property or any facilities therein without prior approval from Owner.

- D. Whenever Contractor shall receive materials, equipment, or personal property from any person having a contract with Owner for storage, erection, or installation, Contractor shall give to such person, or Owner, written receipt for the items delivered and shall be responsible for the proper care, storage, or replacement of items received.
- E. All manufactured articles, materials, and equipment shall be stored, applied, installed, tested, connected, erected, used, cleaned and conditioned by Contractor as directed by the manufacturer unless otherwise specified.
- F. Contractor shall maintain one complete copy of the Contract documents at the job site, with all Owner RFPs, change orders, reviewed shop drawings, observation reports and other documents necessary to the prosecution of the Work. All Contract documents shall be kept up to date with legible markings.

ARTICLE 16
Surveys, Permits and Regulations

- A. This Contract does not constitute a land use permit, nor does acceptance of this Contract by Contractor constitute approval of any legislative or quasi-judicial action required as a condition precedent to use of the land for the intended purpose.
- B. Surveying, staking, measurement, and layouts required for the proper execution of the work shall be initially provided by the Owner. Contractor shall be responsible for protection of the initial layout of stakes. Subsequent surveying, staking, measurements, and layouts (due to destroyed stakes, etc.) shall be at the Contractor's expense.
- C. Contractor shall compare and continually check for changing conditions, all dimensions, elevations, lines, grades and other information appearing on the drawings with the work of other contractors and with the actual dimensions, elevation lines grades and site conditions. Contractor shall report in writing to the Architect/Engineer and Owner any discrepancies in the prevailing conditions before proceeding with the Work. Contractor shall be responsible for any cost or expense, which results from its failure to so compare and report.
- D. Contractor shall obtain and pay for all permits, licenses, certificates, inspections and other approvals required, both temporary and permanent. Any such fees shall be included in the Contract Sum. Prior to Contractor's application for a building permit, Contractor shall secure Owner's approval of the Project value to be used for permit purposes.
- E. When construction crosses highways, railroads, streets, watercourses, or utilities under the jurisdiction of a state, county, city or other public agency, public utility or private entity, Contractor shall conform to the permits, licenses, regulations and conditions of such authorities. Contractor is responsible for the knowledge of all underground utilities present on the site.

ARTICLE 17
Materials, Employees and Workmanship

- A. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. All workers and subcontractors shall be skilled in their trades. Contractor shall furnish evidence of the skill of its workers and subcontractors upon the request of Owner.
- B. Contractor shall at all times enforce strict discipline and good order among its employees and all subcontractors, and shall not employ or keep on the job any employee or subcontractors' employees whom Owner deems undesirable or unfit. If Owner requires Contractor not to employ or keep on the job any employee or subcontractors' employees, Contractor shall promptly comply without any additional costs to Owner or any increase in the Contract Sum.

ARTICLE 18
Connecting the Work

- A. Contractor shall do all cutting, fitting, and patching that may be required to make the several parts of the Work come together properly and to fit Contractor's Work to receive or be received by the work of other firms as shown upon or reasonably implied by the drawings and specifications. After others have finished their work, Contractor shall promptly complete and finish the Work as Owner may direct.
- B. Contractor shall not endanger, cut, or alter the work of any other firm without the consent of Owner.
- C. Requirements for additional cutting, fitting, and patching resulting from Contractor's defective or untimely Work shall not be a basis for additional cost to Owner.
- D. If any part of the Work depends for proper execution or maximum durability upon the work of any other firm, Contractor or its subcontractor(s) shall inspect said work before commencing its own Work and shall make known, for approval by Owner, any departures from the drawings and specifications. Failure of Contractor to observe these requirements shall bar Contractor from claiming thereafter that defects in its own Work are due to defects in the work of others, unless Contractor submits clear and convincing evidence that a thorough inspection of said other work was made before Contractor's Work went forward and that tests which were reasonable and customary failed to disclose the defects which later appeared.
- E. Where it is necessary to connect to existing facilities, Contractor shall not interrupt Owner's operations to make such connections, but the Work shall be done according to a schedule convenient to, and approved in writing by, Owner. Any overtime, necessary for such connections shall be at Contractor's expense.

ARTICLE 19
Protection of Work, Property and Persons

- A. Contractor shall protect the Work, its employees and equipment, Owner's property, adjacent property and the public from personal injury, loss, or property damage from any cause whatsoever.
- B. Contractor shall be responsible for any injury, loss, or damage to any presently existing improvements on the premises caused by Contractor or its employees, agents, or subcontractors and in the event of such injury, loss, or damage, Contractor shall promptly make such repairs or replacements as required by Owner without additional cost to Owner.
- C. Contractor shall provide and erect all planking, bridges, bracing, shoring, sheet piling, lights, and warning signs necessary for the protection of streets, adjacent property and the public. Contractor shall provide scaffolds, tarpaulins, and similar items as required to protect Owner's equipment and employees. Contractor shall, if necessary, seal off its Work from Owner's work so as not, to interfere with Owner's operations.
- D. During the progress of the Work, Contractor shall protect all finished Work as soon as same is erected and shall maintain such protection until no longer required.
- E. The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work subject to such safety regulations shall be fabricated, furnished, and installed in compliance with their requirements. Contractor shall be held responsible for compliance with the requirements included herein.
- F. Contractor shall preserve and protect existing vegetation such as trees, lawns and shrubs which may be impacted by the Work and which are not to be removed. Contractor shall consult with Owner concerning trees to remain adjacent to the construction area. Contractor shall protect trees from stockpiling, vehicle driving and parking beneath tree canopies, dumping of refuse or chemically injurious materials or liquids, and continual puddling or running water. Contractor shall not remove more than six inches of existing soil or fill more than two inches over existing soil within six feet of trees to be saved. Contractor shall be permitted to remove interfering branches and roots only where absolutely necessary and without injury to trunks, and shall employ a qualified tree surgeon to remove branches or roots and to treat cuts.

ARTICLE 20
Inspections and Tests

- A. Contractor shall permit and facilitate observation or inspection of the Work by Owner, Owner's representatives, and governmental authorities having jurisdiction, at all times when the Work is in preparation or progress.

- B. The costs for inspections or tests not required by the specifications, but which Owner requests, will be borne by Owner, except where Contractor's Work fails any inspection, Contractor will pay the costs of that inspection. All inspection requests of Owner shall be complied with.
- C. All tests shall be performed by a testing agency approved by Owner and shall be in accordance with the current standards of the American Society for Testing and Materials, unless otherwise specified by Owner. Contractor shall furnish Owner with two (2) copies of the test procedures used.
- D. Acceptance by Owner of test data or inspections of any portion of the Work by Owner shall not relieve Contractor of its obligation to perform the Work as required by the Contract.
- E. Operating equipment and systems shall be performance tested in the presence of Architect/Engineer to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by Architect/Engineer. Contractor shall schedule such testing with Architect/Engineer at least one (1) week in advance of the planned date for testing. All costs of performance testing shall be borne by Contractor.
- F. Failure of Architect/Engineer or Owner, during the progress of the Work, to discover or reject defective Work or Work not in accordance with the drawings and specifications shall not be deemed an acceptance thereof or a waiver of Owner's right to proper execution of the Work. No partial or final payment or partial or entire occupancy of the premises by Owner shall be construed to be an acceptance of Work or materials which are not strictly in accordance with the Contract, or a waiver of Owner's rights.
- G. If any Work is covered up without approval of Owner or Architect/Engineer, it shall be uncovered for examination, and, after examination, Contractor shall perform all re-work required to correct defective work and restore it to the condition called for by the Contract. In such case, the cost of uncovering the Work and of all re-work involved shall be borne by Contractor.
- H. If Owner or Architect/Engineer must perform re-inspections due to failure of the Work to comply with requirements of the Contract Documents during final inspection, Owner may deduct its costs and Architect's/Engineer fee for such additional services from the final payment due Contractor.
- I. Contractor shall furnish, without charge, samples of materials or products as requested by Owner or Architect/Engineer, whether or not specifically called for in the Contract. Contractor shall not incorporate any such material or product into the Work until after Owner or Architect/Engineer has approved the samples submitted in writing. The samples shall be submitted to give Owner and Architect/Engineer ample time for review, selection or approval so as to not delay the Work.

ARTICLE 21
Physical Data and Subsurface Utilities

- A. Existing subsurface utilities in the project are shown in the plans to the best of the Engineer's knowledge. However, it is the Contractor's responsibility to verify the existence of these or any other utilities and to determine their exact location and depth prior to start of construction by potholing. Any utilities, which are found to obstruct the new construction, shall be relocated or replaced by the Contractor at the direction of the Engineer. Use of the utilities shall be maintained during construction through temporary connections or other measures suitable to the Owner of the utility obstructing the new construction. It is the Contractor's responsibility to ensure that all the utilities are fully operational upon completion of the Project. No extra compensation beyond the bid prices will be made for removal, temporary connections, relocations, or replacements of utilities.
- B. In accordance with ORS 757.541 to 757.571 it shall be the Contractor's responsibility to notify all utility offices that will be affected by the construction operation at least 48 hours in advance of beginning construction. Under no circumstances shall the Contractor expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, the Contractor may locate, expose, and provide temporary support for all existing underground utilities. The Contractor shall reschedule its work to allow relocation of any conflicting utility.
- C. Neither the City of Madras, including its officers or agents, nor other involved parties shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the Work.

ARTICLE 22
Protection of Facilities, Existing Structure and Archaeological Items

- A. The Contractor shall take the necessary precautions to protect existing structures, landscaping, pavement markings, fences, waterways, drainage swales, and other features during construction. The Contractor shall repair or replace existing structures, improvements and features damaged as a result of construction or damaged by flood, fire, vandalism or neglect. The Contractor shall be responsible for all costs for such repairs or replacements, as directed by the Engineer and shall complete necessary repairs or replacements prior to acceptance by the Owner of the completed Work.
- B. An attempt has been made to show existing structures and features on the drawings. The completeness and accuracy of information shown cannot be guaranteed, and it is presented simply as a guide to avoid known possible difficulties.
- C. The Contractor shall protect underground and aboveground structures from damage, whether or not they lie within the limits of rights-of-way or easements obtained by the City of Madras. Where such existing structures must be removed for construction, the

Contractor shall restore said structures to a condition equal to or better than their original condition as specified.

- D. The contractor shall notify the Engineer of any damage to underground structures and make repairs or replacements before backfilling. Without additional compensation, the Contractor may remove and replace in a condition equal to or better than the original, such small miscellaneous structures as fences and mailboxes that interfere with the Contractor's operations.
- E. During the process of construction, it is expected that minor relocations of parts of the Work may be necessary. Such relocations shall be made only at the direction of the Engineer. If existing structures are encountered that are not accurately shown on the drawings and that prevent the construction from proceeding as shown, the Engineer shall be notified before continuing with the construction, in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. If the Contractor fails to notify the Engineer with an existing structure is encountered, and proceeds with the construction despite the interference, the Contractor shall do so at its own risk.
- F. In the event that archaeological materials or human remains are discovered during the implementation of the Project, all Work will cease in the area of discovery and handled in according with ORS 358, 390 and 97.740-760, NHPA and the Native American Graves Protection and Repatriation Act.

ARTICLE 23

Additional or Deleted Work

- A. Within twenty-four (24) hours after receipt of a field change order and within five (5) days after receipt of an Owner RFP for changes in the Work not covered by agreed-upon "unit prices," Contractor shall submit to Owner a lump sum proposal, itemized by cost code, stating the amount to be added to or deducted from the Contract Sum and the effect, if any, on the schedule by reason of such changes. The amount for additional or deleted Work not covered by "unit prices" shall be determined in accordance with section 00196 of the 2015 Oregon Standard Specifications for Construction.
- B. When a schedule of unit prices for additions or deletions to the Work is made a part of the Contract, and in the event Owner issues a field change order or Owner RFP for additional or deleted Work to which unit prices are applicable, no percentage fee or other mark-up will be applied to scheduled unit prices. Owner will have the right to establish verification procedures for all Work performed under unit price Contract provisions.
- C. In no event shall Contractor proceed with changes in the Work without a written order from Owner to so proceed. Owner will be under no obligation to pay for unauthorized extra, additional or changed Work performed by Contractor without a written Change Order or written order to proceed executed by Owner.

ARTICLE 24

Schedule

- A. Contractor shall submit, to Owner, a Type “A” (as defined by 2015 Oregon Standard Specifications section 00180) schedule of the Work within ten (10) days after receipt of written notice to proceed and shall maintain the schedule on a current basis until the Work is completed. Time limits set forth in the Contract for substantial completion, final completion, or any other project milestones, shall govern, and the schedule must be adjusted to comply. Contractor shall perform the Work in accordance with the schedule as well as within the dates specified in the Contract.
- B. Periodically as required by Owner, Contractor shall report to Owner on the status of the Work on duplicate marked copies of the current schedule. Contractor shall indicate in the status report any Work that is not proceeding according to the current schedule or to modify the schedule. Any modifications to Contractor’s schedule notwithstanding, Contractor shall remain responsible to complete the Work within the times specified in the Contract.
- C. If the Work is not proceeding according to the Schedule and the Owner does not reasonably believe Contractor’s proposed actions or schedule modifications are sufficient to accomplish completion of the Work within the Contract time, Contractor shall be in default under the Contract. If Contractor fails to cure such default by submitting proposed actions or schedule modifications, reasonably acceptable to Owner, within ten (10) days of receiving written notice of the default, Owner may perform such Work as it deems necessary to bring the Work into compliance with the current schedule and to credit the cost thereof against payments due Contractor. Such action shall not constitute Owner’s waiver of any other claim or claims against Contractor resulting from Contractor’s failure to perform on schedule or within the time limits set forth in the Contract.
- D. Contract Completion Dates and Liquidated Damages: Once the Contractor receives notice to proceed with the Work, the Work shall commence and continue, uninterrupted, until fully complete and accepted by the Owner. All Work associated with the Project shall be completed in all respects by the completion date specified in the Contract.

Owner and Contractor recognize that the Owner will suffer financial loss if the Work is not completed by the completion date specified in the Contract, plus any mutually agreed upon extensions. The parties also recognize the delays, expenses and difficulties involved in proving the actual loss suffered by Owner, if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that failure to meet the completion date specified in the Contract will result in Liquidated Damages of five hundred dollars (\$500.00) for each and every calendar day, including the correction of deficiencies and final clean up, that completion of the Work is delayed beyond the completion date specified in the Contract.

ARTICLE 25
Delays and Extension of Time

- A. If Contractor is delayed at any time in the progress of the Work by any act or neglect of Owner, or by any other firm employed by Owner or by changes ordered in the Work, strikes, lockouts, fires, floods, earthquakes, or acts of God, acts of war, or public enemy, inability to obtain materials due to government restrictions, acts of public officials, or by any cause which Owner shall decide justifies the delay, then the schedule for completion of the Work shall be extended for a period equal to the delay so caused. No such delay shall be recognized unless it alone increases the overall critical path duration of the schedule in effect at the time of the delay.
- B. No schedule extension shall be allowed for delay commencing more than five (5) days before claim therefore is made in writing to the Owner. In case of a continuing delay, only one claim is necessary.
- C. No claim for delay shall be allowed Contractor on account of the or Owner's failure to return drawings and shop drawings to Contractor until ten (10) working days after Owner's receipt of a demand for such drawings, and not then, unless such claim is reasonable. Disapproval of drawings by Owner or Architect's/Engineer's shall not be a claim for delay.
- D. Extension of time of completion by Owner, if any, shall be Contractor's sole remedy for delay, no matter how or by whom caused, and Contractor shall not be entitled to any increase in the Contract Sum or to damages or additional compensation as a consequence of such delays, provided however, Contractor shall be entitled to compensation for delays caused by Owner's failure to obtain such permits as are Owner's responsibility in a timely manner.
- E. Contractor shall cause each subcontract or agreement with material suppliers to contain a provision limiting remedies of subcontractors and suppliers for delay to those allowed the Contractor under Paragraph D, above.

ARTICLE 26
Temporary Sign

Contractor may, at no cost to Owner, provide a suitable temporary sign acceptable to the Owner advertising the Work and indicating thereon the title of the Project and name of Architect/Engineer and Contractor. The sign shall be no larger than 4 feet by 8 feet. Layout, text and location of such sign shall be as approved by Owner.

ARTICLE 27
Temporary Structures and Services

- A. Toilets. Contractor at Contractor's expense, shall provide suitable toilet facilities at approved locations with proper enclosures for the use of all workers, and shall maintain such in a sanitary and operable condition, all in conformity with local regulations.

- B. Temporary buildings. Contractor, at Contractor's expense, shall provide such temporary buildings as may be required for the use of its workers and the safe storage of tools and materials. Such structures shall be located on the job site with location as approved in advance by Owner.
- C. Temporary Electric Power. Contractor shall provide and pay for all temporary light and power required for the Work including all wiring, connections, and accessories, and all power consumed.
- D. Temporary Water Supply. Contractor shall make all necessary arrangements for and provisions of water including temporary piping and hose extensions required for construction purposes. Contractor shall obtain and pay for temporary permits from proper authorities and pay for all water used.
- E. Temporary Facilities. Contractor shall install and operate an adequate number of temporary hoists and furnish and maintain temporary scaffolds, ladders, runways, and the like as required for the proper execution of the Work. As soon as the progress of the Work will permit, Contractor shall erect the permanent stairs, platforms, ramps, catwalks, etc., properly equipped with handrails and other safeguards and shall provide wood or paper coverings to protect these and all other permanent parts of the facility from damage or defacement during the Work.
- F. Removal of Temporary Structures and Services. Contractor shall remove temporary structures and services installed by Contractor upon completion of the Contract or as directed by Owner. Contractor shall make any repairs or alterations necessitated by such removal at Contractor's expense.
- G. Pestilence Control. Contractor, at Contractor's expense, shall guard against and, if necessary, exterminate rodents, termites, vermin, and other pests. All personnel on the Project site shall be required to dispose of garbage and refuse in covered metal containers, which the Contractor shall furnish and empty regularly at Contractor's expense.
- H. Pollution Control. Contractor, at Contractors' expense, shall comply with requirements of Owner and of governmental authorities have jurisdiction, regarding pollution control.
- I. Contractor shall not disrupt or interrupt electric, gas, water, steam, or other utilities or services to existing structures without prior notice to Owner and then only at a definite time and for a definite duration as approved by Owner in writing.
- J. If Work is to be performed upon or adjacent to an existing structure, the Work shall be executed in such manner as will not interfere with the continued free and comfortable use of the structure, walks and grounds. Contractor shall keep building exits clear of obstructions at all times.
- K. Contractor shall provide designated smoking areas, separate from areas where Work is actively being performed, for its employees and subcontractors.

ARTICLE 28
Security of Equipment and Operable Machinery

Site-parked mobile equipment, operable machinery, and hazardous parts of the new construction subject to mischief shall be kept locked or otherwise made inoperable whenever left unattended.

ARTICLE 29
Technical Submittals and Shop Drawings

- A. Contractor shall submit technical data and shop drawings in accordance with these Standards for all materials that shall be incorporated into the Work. The submittals shall consist of such descriptive information as necessary to enable the Engineer to advise the Owner whether the Contractor's proposed materials are in general conformance to the design concept and in compliance with the drawings and specifications. The information to be submitted shall include applicable drawings, descriptive data, material specifications, certificates, samples and/or test results. If a complete submittal is made, the Owner will review and return comments within fourteen (14) calendar days.
- B. Unless specific requirements are called for in other sections, the Contractor shall submit six (6) copies of all technical submittals and shop drawings. The Engineer with review and return two (2) copies of such data and drawings to Contractor. Contractor shall make such corrections to the data and drawings as have been indicated by the Engineer and shall furnish the Engineer with corrected copies, if so directed.

ARTICLE 30
Weather Protection and Heating

- A. Contractor, at Contractor expense, shall provide and maintain weather protection and temporary heating as required to properly protect all Work from damage. Contractor shall not use any installed or partially installed heating system for temporary heating purposes, unless specifically authorized in writing by Owner.
- B. When necessary to enclose buildings for construction, Contractor shall provide all permanent and temporary enclosures required and shall provide temporary heating by means of adequately ventilated devices to maintain suitable temperatures for the Work of all trades. Temporary heating shall be maintained for such periods as required or as directed by Owner. When directed by Owner, Contractor shall remove all temporary enclosures.
- C. If portable ventilating fans are used to dispel moisture, Contractor shall provide the same with adequate safety guards and the area shall be broom clean to insure protection of personnel.
- D. Contractor shall use only flameproof tarpaulins.

ARTICLE 31
Cleaning

- A. Contractor shall at all time keep the premises free from accumulation of waste materials or rubbish caused by employees, subcontractors, or the Work. At the completion of the Work, Contractor shall remove, from the site, all rubbish, tools, scaffolding and surplus materials, and shall leave the Work and Project site broom clean unless otherwise directed. If, in the opinion of Owner, Contractor fails to keep the premises clean, Owner may remove waste materials, rubbish, and charge the expense of such removal to Contractor.
- B. Contractor shall thoroughly wash and clean all glass; replace broken glass; clean hardware; remove paint stains, spots, smears, marks, and dirt from all surfaces; clean fixtures; and wash terrazzo tile floors and all exposed concrete so as to present clean work to Owner for acceptance.
- C. Contractor shall neatly stack construction materials such as concrete forms and scaffolding when not in use. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids and cleaning solutions from surfaces to prevent marring or other damage.
- D. Volatile wastes shall be properly stored in covered metal containers and removed daily.
- E. Wastes shall not be buried or burned on the site, or disposed of into storm drains, sanitary sewers, streams, or waterways. Contractor shall remove and dispose of all wastes from the site in a manner complying with local ordinances and state and federal anti-pollution laws.
- F. Contractor shall periodically wet down walls, debris, trucks, chutes, etc. as required minimizing flying dust. Contractor shall provide enclosed chutes for upper floors to selected ground floor collecting or loading areas adjacent to the bottom of chutes shall be sprayed or dampened with water to prevent dust.

ARTICLE 32
Contract Documents and Record Documents

- A. Contractor shall maintain at the Project site one set of specifications, full-sized drawings, shop drawings, equipment drawings, and supplemental drawings that shall be corrected as the Work progresses to show all changes made and the location of existing underground utilities, structure, valves, etc. encountered or located. Identify the above items clearly on the drawings with proper tie (i.e. dimensions) to existing above-ground objects or property lines. Record and accurately indicate depths, sizes and locations of all buried and concealed pipes, conduits and cables installed or encountered; as well as changes, additions, and revisions due to change orders, addenda, obstruction or clarifications. If requested by the Engineer, current record

drawings with changes marked shall be submitted weekly to the Engineer for review. Any identified discrepancies shall be corrected and drawings shall be remarked.

- B. A monthly progress payment to Contractor will not be made until the record drawings are correctly marked with current information in sufficient details to the satisfaction of the Engineer. Upon completion of the Contract, current specifications and drawings shall be turned over the Engineer for inclusion with the Project records. If deficiencies are found in either the quality or the accuracy of the record specifications and drawings, they will be returned unapproved for the Contractor's revision and resubmission. Additional review of subsequent submissions by the Engineer shall be at the Contractor's expense.
- C. Final payment will not be made until satisfactory records have been submitted to the Engineer by Contractor.

ARTICLE 33

Progress Payments and Final Payments

- A. Owner will make progress payments to Contractor on account of the Contract Sum as follows:

On or before the last day of each month, Contractor shall submit a statement indicating the value of labor and materials acceptably incorporated into the Project during that calendar month. Progress payment invoices will be paid within thirty (30) days from the date the Owner reviews and approves the invoice. Progress payments shall be reviewed by the Owner within 7 days.

There shall be a five percent (5%) retainage of all sums due. The retainage shall be paid to Contractor with final payment. If the Contract Price exceeds \$500,000, Owner will place the retaining in an interest-bearing escrow account in accordance with ORS 279C.570.

- B. For lump sum bid items, the Contractor is to submit a lump sum breakdown for the Owner's review and approval prior to progress payment review and approval.
- C. Progress payments submitted shall include the following:
 - 1. Contract bid and/or change order item number(s) and description.
 - 2. Contract bid and/or change order item(s) unit pricing and quantities.
 - 3. Requested bid and/or change order item quantities and amount(s).
 - 4. Previous bid and/or change order item quantities and amount(s).
 - 5. Remaining bid and/or change order quantities and amount(s) to be billed.

- D. Partial payments shall not constitute acceptance by Owner of the Work nor be construed as a waiver of any right or claim by Owner in connection with the Work.
- E. Contractor shall submit invoices with a detailed cost breakdown.
- F. Contractor shall keep the Project, including any structure or the land upon which the Project is erected free and clear of all liens, claims, security interests or encumbrances in favor of any person and arising by reason of having provided labor, materials or equipment relating to the Work. Contractor shall indemnify and hold Owner, the Project, and the real property harmless from and against any liens, notices, or claims that may be filed in connection with Contractor's performance under this Contract or otherwise associated with the Work, including without limitation, damages, costs, or attorney fees arising therefrom.
- G. Applications for Payment shall include the value of materials or equipment not incorporated in the Work, but delivered and suitably stored at the site or at some other location agreed upon in writing by the parties hereto. Contractor warrants that title to all equipment and materials shall pass to Owner upon Owner's payment therefore or upon incorporation into the Work, whichever occurs first. Contractor shall prepare and execute all documents necessary to effect and perfect such transfer of title. Title thereto shall vest in Owner provided; however, the vesting of title shall not impose any obligation on Owner or relieve Contractor of its obligations under the Contract.
- H. Contractor shall submit an updated schedule with each application for payment.
- I. Upon receipt of written notice that the Work is ready for final inspection and acceptance, the Architect/Engineer and Owner will promptly make such inspection. Owner will make final payment to Contractor approximately thirty (30) days after Owner's acceptance of the completed Work.
- J. Before submitting application for final payment, Contractor shall remove all equipment from the Project site and complete Contract closeout procedures.
- K. By acceptance of the final payment, Contractor warrants that it has received payment in full for its performance of the Contract and waives all further claims against Owner in connection with the Work. Final payment by Owner shall be conclusive proof of Owner's performance of the Contract.

ARTICLE 34
Owner's Right to Withhold Payment

- A. Owner shall have the right to withhold from payments due Contractor such sums as necessary, in Owner's sole opinion, to protect Owner against any loss or damage which may result from negligence or deficient Work by Contractor; failure by Contractor to perform its obligations, including failure to maintain satisfactory progress of the Work; or claims against Contractor or Owner relating to Contractor's performance or work. In addition, Owner may withhold payments from Contractor for damages, caused by

Contractor, for which no adjustment is made, or any subcontractors; and where reasonable evidence indicates a claim will be filed against Owner or the property.

- B. If Contractor fails to take prompt and adequate action to bring the Work on schedule or to correct deficiencies in the Work, or to perform any other obligations, Owner shall have the right to perform such Work or cure any default by Contractor as Owner deems necessary, and to credit the cost thereof against payments due Contractor.

ARTICLE 35
Premium Time

- A. Owner reserves the right to accelerate the schedule from time to time, without cause, upon written direction to Contractor to so accelerate. If the forces of contractor or any of its subcontractors are required to work overtime as a result of such acceleration, Owner will reimburse Contractor for the premium portion of overtime wages paid plus applicable federal and state payroll taxes and other actual payroll costs attributable to the overtime premium. Reimbursement for such acceleration shall not include any overhead or profits of Contractor or its subcontractors on the premium portion of overtime wages.
- B. Contractor shall keep and maintain accurate records of all overtime hours to be reimbursed and shall secure Owner's approval of such records on a daily basis. Reimbursement shall be made based on such approved records by change order as provided herein.
- C. This article shall have no application to overtime work that Contractor is required to perform due to its own failure to meet the Contract schedule or, without limitation, due to any other fault of Contractor.

ARTICLE 36
Claims and Demands

- A. If Contractor claims that any written instructions issued after the effective date of this Contract, by drawings or otherwise, involve extra costs under the Contract, Contractor shall not be entitled to reimbursement for such extra costs unless Contractor shall so notify the Architect/Engineer and Owner in writing before proceeding to execute the Work and within seven (7) days after receipt of such instructions. Contractor shall be deemed to have waived such claims or demands if Contractor fails to timely provide notice.
- B. Claims and demands for any other cause whatsoever, by Contractor against Owner, must be served in writing upon Architect/Engineer and Owner within fourteen (14) days from the occurrence of the cause thereof, except as otherwise expressly provided, or Contractor shall be deemed to have waived such claims or demands.

ARTICLE 37
Taxes

Contractor shall pay all federal, state, and local taxes, including, but not limited to, excise taxes, sales, corporate activity tax, and use taxes.

ARTICLE 38
Owner's Right to Occupy

- A. Owner has the right to occupy or use, ahead of schedule, all or any substantially completed or partially completed portion of the Work, notwithstanding the time of completion for all of the Work. If occupancy or use increases the cost of the Work (other than for delay or for corrections which are Contractor's responsibility), Contractor shall be entitled to extra compensation. If such occupancy or use delays completion of the Work, Contractor shall be entitled only to any extension of time. Claims for such extra compensation or extension of time, or notification to Contractor of Owner's intent to so occupy or use, shall be made within five (5) days of the event giving rise to the claim for extra compensation or extension of time, or not later than five (5) days prior to Owner's intended date of occupancy or use.
- B. After Owner has taken occupancy of all or any substantially completed portion of the Project, Contractor shall not disrupt the use and occupancy thereof to make corrections in the Work but shall, at Owner's discretion, make such corrections at Contractor's expense outside of Owner's normal hours of operation.

ARTICLE 39
Owner's Right to Terminate

- A. If Contractor fails to commence the Work in accordance with the provisions of the Contract; fails to diligently prosecute the Work to completion in a timely, efficient, workmanlike, skillful and careful manner, and in strict accordance with the provisions of the Contract (including the scheduled completion date and any interim scheduled milestone dates); fails to deploy adequate qualified personnel or equipment to complete the Work on time; fails to perform any of its obligations under the Contract; or fails to make prompt payments to its subcontractors, materialmen, or laborers, Contractor must cure any such default within seven (7) days after written notice of the default or Owner shall have the right to (i) terminate the Contract; (ii) take possession of all or any part of Contractor's materials, equipment, supplies, subcontracts, and other property of any kind used in the performance of the Work and to use such property including engaging the services of other parties therefore. No action taken by Owner hereunder shall be deemed a waiver of any other right or remedy. If the cost to Owner of performing, or causing the performance of, the balance of the Work is more than the balance of the Contract Sum that has not been paid to Contractor, Contractor shall be liable, and shall reimburse Owner, for such excess.
- B. If Contractor fails to prosecute the Work properly; or fails to perform any provision of the Contract; or does, or omits, anything whereby safety or proper construction may be

compromised or whereby damage or injury may result to persons or property, after three (3) days' written notice to Contractor, Owner shall have the right to make good all omissions or deficiencies and may deduct the cost therefore from the Contract Sum. No action taken by Owner hereunder shall affect any other rights or remedies of Owner or relieve Contractor from any consequences or liabilities arising from such acts or omissions.

- C. Owner may stop or suspend the work, in whole or in part, or terminate the Contract for public interest and without cause by giving seven (7) days' prior written notice of suspension or termination to Contractor. In such event, the Contract Price shall be adjusted with respect to the Work completed at the time of termination. Owner will pay Contractor for Work completed according to payment provisions of the Contract and Owner will reimburse Contractor for all costs necessarily incurred in organizing and carrying out the stoppage of the Work and paid directly by Contractor. Owner will not reimburse Contractor for any continuing contractual commitments to subcontractors, materialmen, or others, or for penalties or damages for canceling such contractual commitments inasmuch as Contractor shall make all subcontracts and other commitments subject to this provision.
- D. Contractor and Owner recognize that if Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of the Contract. Accordingly, Contractor and Owner agree that upon the occurrence of any such event, Owner may request of Contractor, or its successor in interest, assurance of future performance in accordance with the Contract. Upon failure to comply with such request within ten (10) days of the request, Owner may terminate the Contract.
- E. If Owner stops or suspends the Work, or terminates the Contract, and an arbitrator or a court determines that Owner's termination was wrongful, such termination will be deemed converted to a termination without cause, set forth above, and Contractor's remedy is limited to the recovery of the payments permitted for such termination for public interest and without cause as set forth in subparagraph C, above.
- F. Termination by Owner shall not constitute any waiver of rights, claims or causes of action Owner may have against Contractor.

ARTICLE 40 Arbitration

Arbitration Required/Mediation First Option. Any dispute or claim that arises out of or which relates to this Contract, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Contract or the arbitration agreement, shall be resolved by arbitration in accordance with the then-effective arbitration rules of Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Owner, Contractor, and all subcontractors, sub-subcontractors, material suppliers, engineers, architects, designers, construction

lenders, bonding companies, and all other parties concerned with and involved in the performance of the Contract are bound, each to the other, by this arbitration clause, provided such party has signed this Contract, or signs an agreement that incorporates this Contract by reference, or signs any other agreement to be bound by this arbitration clause. The parties acknowledge that mediation usually helps parties to settle their dispute. Therefore, any party may propose mediation whenever appropriate by any mediation process or mediator as the parties may agree upon. Any mediation or arbitration shall take place in Jefferson County.

ARTICLE 41
Attorney Fees

If any arbitration or litigation is instituted to interpret, enforce, or rescind this Contract, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

ARTICLE 42
Assignment

- A. Contractor shall not assign its rights or obligations under, or arising from, the whole or any part of the Contract or any subcontract without Owner's prior written consent.
- B. Contractor hereby assigns, to Owner (and its assigns), all interest in subcontracts and purchase orders, now existing or hereinafter entered into by Contractor, for performance of any part of the Work. Assignment will be effective upon acceptance by Owner, in writing and only as to those subcontracts and purchase orders that Owner so designates. Owner may accept assignment at any time during the course of construction prior to final completion. All of Contractor's subcontracts and purchase orders shall provide that they are freely assignable by Contractor to Owner (and its assigns). It is agreed and understood that such assignment is part of the consideration to Owner for entering into the Contract and may not be withdrawn prior to final completion.

ARTICLE 43
Guarantees and Warranties

- A. In addition to any specific guarantees and warranties required by the Contract, Contractor guarantees to perform the Work in a first class, workmanlike manner and guarantees all Work against defects in material or workmanship for a period of one (1) year from the date of acceptance of the Work or final payment by the Owner, whichever is later. Acceptance shall mean final acceptance of the entire Work, early partial occupancy notwithstanding. However, Contractor shall be liable to the Owner for all

damages sustained by Owner due to the failure of any foundation within two (2) years of final payment under the Contract.

- B. All guarantees or warranties of equipment or materials furnished to Contractor or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of Owner. If any manufacturer or supplier of any equipment or material furnishes a guarantee or warranty for a period in excess of one (1) year from the date of acceptance, Contractor's guarantee, as provided in Paragraph A of this Article shall be deemed to extend for a like period as to such equipment or material.
- C. Contractor shall fulfill any warranties of manufacturers for material or equipment installed.
- D. Within a reasonable time after receipt of written notice thereof, Contractor shall correct defects in material or workmanship which exist prior to or during the period of any guarantee provided herein and any damage to other Work or property caused by such defects or the repairing of such defects, at Contractor's own expense and without cost to Owner, and without interruption to Owner's occupancy.
- E. The guarantees and warranties shall not be construed to modify or limit any rights or actions, which Owner may otherwise have against Contractor by law or statute, or in equity.

ARTICLE 44
Public Contract

- A. Contractor shall make payment promptly, as due, to all persons supplying labor, materials, or equipment to Contractor for the performance of the Work.
- B. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of the Work or otherwise under this Contract.
- C. Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or materials furnished for the Work.
- D. Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- E. Contractor shall demonstrate that an employee drug testing program is in place.
- F. To the extent that demolition is part of the Work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.
- G. To the extent lawn and landscape maintenance is part of the Work, Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost-effective.

- H. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with this 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 this Contract.
- I. If Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor materials in connection with this Contract within thirty (30) days after receipt of payment from the Owner or a contractor, the Contractor or subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or subcontractor on the amount due shall be nine percent (9%) per annum. The amount of interest may not be waived.
- J. A dispute between the Contractor and a first-tier Subcontractor relating to the amount or entitlement of a first-tier Subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to the terms hereof does not constitute a dispute to which the Owner is a party. Owner shall not be included as a party in any administrative or judicial proceeding involving such a dispute.
- K. Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including material supplier, for the purpose of performing a construction contract:
 - (1) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the Owner under such contract; and,
 - (2) An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the Owner, to pay the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to subparagraph (1) of this Paragraph K. Contractor or a first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the Owner or Contractor when payment was due. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made and computed at the rate specified in ORS 279C.515(2).
- L. Contractor shall require each of its subcontractors to include the same payment clauses in their subcontracts with each lower-tier subcontractor or supplier as required between Contractor and the subcontractor.

- M. If Contractor or any subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the agreement, 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. The payment of a claim in the manner authorized in ORS 279C.515 does not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.
- N. A person may not be employed by the Contractor or any subcontractor for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of agreements for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:
- (1) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (2) For all overtime in excess of 10 hours in any one day or 40 hours in one week when the work week is four consecutive days, Monday through Friday; and
 - (3) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- O. Contractor shall give notice in writing to employees either at the time of hire or before performing any work under this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. Contractor shall include an identical provision in its subcontracts and require all subcontractors, of any tier, to include an identical provision in all subcontracts.
- P. In the case of agreement for personal services as defined in ORS 279C.100, the employee shall be paid at least time and half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services agreements who are excluded under ORS 653.010 to 6533.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- Q. Agreements for services must contain a provision that requires that persons employed under the agreement shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- R. The provisions of ORS 279C.545 shall apply to all claims for overtime under this Contract.
- S. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the

Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any agreement for the purpose of providing or paying for the services.

- T. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
- U. Contractor and all subcontractors shall comply with the existing state 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 must be paid to workers in each trade or occupation required for the public works employed in the performance of this Contract either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the Work, as specified in the specifications for the Work.
- V. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. If the Project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, all workers must be paid not less than the higher of the applicable state or federal prevailing rate of wage. Contractor shall include this provision in each subcontract awarded under this Contract.
- W. Contractor represents and agrees that the specifications contain a sufficient provision stating that Contractor and every Subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
 - (1) Contractor must have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
 - (2) Every subcontract must require the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
- X. The hourly rate of wage to be paid by the Contractor or every subcontractor subject to prevailing wage rates to workers shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed.
- Y. Contractor and every subcontractor subject to prevailing wage rates to workers shall keep the prevailing wage rates for the Project posted in a conspicuous and accessible place in or about the Project.
- Z. To the extent Contractor or any subcontractor subject to prevailing wage rates shall also provide for or contribute to a health and welfare plan or a pension plan, or both, for its employees on the Project, the Contractor or subcontractor, as applicable, shall

post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice preferably shall be posted in the same place as the notice required under Paragraph V, above. In addition to the description of the plans, the notice shall contain information on how and where to make claims and where to obtain further information.

- AA. Contractor or Contractor's surety, and every subcontractor or subcontractor's surety, shall file certified statements with Owner in writing on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Contractor or the subcontractor has employed upon such public work, and that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety, or subcontractor or the subcontractor's surety that the Contractor or subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor's or subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Each certified statement required shall be delivered or mailed by the Contractor or subcontractor to the Owner. Certified statements shall be submitted for each week during which the Contractor or subcontractor employs a worker upon the public work shall be submitted once a month by the fifth (5th) business day of the following month. If Contractor fails to file the required certified statements, Owner shall retain twenty five percent (25%) of any amount earned by Contractor until Contractor has filed with Owner certified statements as required by this Paragraph X. If a first tier subcontractor fails to file the required certified statements, Contractor shall retain twenty five percent (25%) of any amount earned by such subcontractor until the subcontractor has filed with Owner certified statements as required by this Paragraph X. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Contractor or subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Contract.
- BB. Contractor represents and agrees that the Owner has fully and timely included a provision that the Contractor and any subcontractor shall comply with ORS 279C.840 in the advertisement for bids, the request for bids, the contract specifications, the accepted bid or elsewhere in the contract documents and that the Owner has no liability for unpaid minimum wages.
- CC. Contractor certifies, 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).
- DD. The provisions of ORS 279C.605 shall apply to any claims against Contractor's payment bond.
- EE. The provisions of ORS 279C.525 shall apply to this Contract.

END OF GENERAL CONDITIONS

SPECIAL PROVISIONS

SCOPE OF WORK

Work covered by this Contract and the basis of payment shall include all labor, equipment, and materials necessary to construct the following improvements required to complete the project.

All Work shall be performed in accordance with these Special Provisions and in accordance with the City of Madras Public Improvement Design and Construction Standards, 2024 Oregon Standard Specification for Construction (hereafter referred to as the “Standards”), as published by ODOT and APWA, Oregon Chapter as applicable. Any conflict between these Special Provisions and the Standards will be resolved in favor of the more restrictive specifications or as directed by the City of Madras.

PRECONSTRUCTION CONFERENCE

A Preconstruction conference at the City of Madras Public Works office will be required before proceeding with the work.

MOBILIZATION

All work for Mobilization shall be performed in accordance with section 00210 of the Standards except as modified

Section 00210.40 add the following bullets after the last bullet point.

- Procurement of the bonds and insurance coverage required, air and noise pollution control measures, and project site cleanup.
- No burning shall be allowed. The Contractor shall control dust and keep all existing roads used for access to and from the construction area free from dirt, rocks, and debris. After construction, all debris, including stray gravel and any other materials designated by the Engineer to be removed, shall be transported away from the construction site and disposed of in accordance with applicable local, State and Federal laws. All property shall be left in a condition satisfactory to the property owners. The Contractor shall clean-up the construction site daily.
- Obtaining permission for additional access to construction areas or additional work space on private properties, if necessary, shall be the responsibility of the Contractor with no additional compensation from the Owner for such access. The Contractor shall be responsible for damages resulting from access to and from the project site. As work is completed, the Contractor shall restore all areas to a condition equal to or better than existed prior to construction activities.

- Any monuments or other items not specifically covered under the bid schedules that lie within the construction limits and need to be adjusted to finished grade shall be adjusted as part of this bid item. Disturbed or adjusted survey monuments must be reset or verified by a Professional Land Surveyor.

TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE

All work for Temporary Work Zone Traffic Control, Complete shall be in accordance with sections 00220 and 00225 of the Standards expect as modified:

00220.40 (e) Lane Restrictions:

Delete item (1) and replace with the following:

- (1) Closed Lanes – One or more lanes may be closed when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e-2):

- Daily, Monday thru Friday between 7:00 a.m. and 6:00 p.m.

Delete item (2) and replace with the following:

- (2) Opened Lanes – Keep all traffic lanes open during the following periods:

- Friday from 6:00 p.m. thru Monday at 7:00 a.m.

1” LEVEL 2 OR 3, 3/8 INCH ACP MIXTURE PG 58-34 OIL

All work for 1” Level 2 or 3, 3/8 Inch ACP Mixture PG 58-34 Oil shall be in accordance with section 00744 of the Standards except as modified:

Section 00744.90 Payment – Delete the word “ton” and replace with “square yard”

EMULSIFIED ASPHALT TACK COAT

All work for Emulsified Asphalt Tack Coat shall be in accordance with section 00730 of the Standards except as modified:

Section 00730.80 Payment – Delete the word “weight” and replace with “square yard”

Section 00730.90 Payment – Delete the word “ton” and replace with “square yard”

INCIDENTAL WORK- NO SEPARATE PAYMENTS (ALL SCHEDULES)

It is the intent of these documents that the bid item amounts listed in the Proposal shall provide full and complete payment for this project, as described in the Plans and Specifications. Payment for any work, whether or not it is noted on the Plans or in the Specifications, that is necessary for the completion of the project as designed, but not listed explicitly as or with a bid item, shall be included in the payments for the listed bid items.

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BID FORM

TO: PUBLIC WORKS DIRECTOR
Project Name: 2024 Street Paving
City of Madras
125 SW "E" Street
Madras, OR 97741

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Madras, Madras, Oregon, hereinafter called City; and that this Bid is made without any connection or collusion with any person making another Bid on this Contract.

The Bidder further declares that he has carefully examined the project site and the Contract documents; is satisfied as to the quantities involved, including materials and equipment, and conditions of work involved; and that this Bid is made according to the provisions and under the terms of the Contract documents, which documents are hereby made a part of this Bid. Bidder acknowledges that bidder has read and understands the terms and conditions of the Bid Documents, and accepts and agrees to be bound by the terms and conditions of the Bid Documents.

The Bidder agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the City's public contracting rules are, by this reference, incorporated in and made a part of this Bid. Bidder hereby states that Bidder agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

The Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

[Circle one.] Bidder (is) (is not) a resident of the State of Oregon. If Bidder is a resident of another state, specify state of residency: _____.

Construction Contractors Board Registry Number: _____.

The Bidder agrees that if this Bid is accepted, Bidder will, within ten (10) days after notification of acceptance, execute a contract with the City in the form of Contract attached to the Invitation to Bid; and will, at the time of execution of the Contract, deliver to the City the Performance Bond and Payment Bond required herein, together with proof of required insurance; and will, to the extent of this Bid, furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract documents and required by the Business Manager.

The Bidder agrees to commence work upon the issuance of a “Notice to Proceed” by the City and fully complete the project according to the times specifically set forth in the Contract documents. Bidder further agrees to pay liquidated damages as set forth in the Contract documents for failure to complete within the specified time.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond, Payment Bond and proof of required insurance within ten (10) days after receipt of notification of acceptance of The Bid, the City shall retain the bid security deposited herewith according to the conditions of the Invitation to Bid and Information for Bidders as liquidated damages and not as a penalty; and it is agreed that the said sum is a fair measure of the amount of damage the City will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance and Payment Bonds as specified in the Contract documents.

Base Bid: Having become completely familiar with the local conditions and legal requirements affecting the cost of the work at the place where the work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bid Documents, titled:

2024 Street Paving

Together with any addenda to such Bid Documents as listed hereafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, supervision and other facilities and services as necessary and/or required to execute all of the work described in the Bid Documents for the consideration:

Item	Description	Qty	UM	Unit Cost	Total Cost
1	Mobilization	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	1" Level 3, 3/8 Inch Dense HMA, PG 58-34 Oil	24,490	SY	\$	\$
4	Emulsified Asphalt Tack Coat	24,490	SY	\$	\$

	TOTAL	\$
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Addenda Acknowledgement: The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____

NOTE:

This Bid shall be irrevocable and open for acceptance for a period of sixty (60) days from the date of closing of bids. If notified in writing by the City of the acceptance of this Bid within sixty (60) days of the bid closing date, subject to such other period as may be specified in the Bid Documents, the Bidder shall execute the Contract between the City and Bidder no later than ten (10) calendar days after the City's acceptance of the Bid.

The name of the Bidder who is submitting this Bid is:

Firm Name: _____
 Printed Name of Individual: _____
 Telephone Number: _____
 Facsimile Number: _____
 Email Address: _____
 Address: _____

All communications concerning this Bid and with the Contract will be sent to Bidder at the above address, fax number or e-mail address.

The names of the principal officers of the corporation submitting this Bid, or of the partners or members of the partnership or limited liability company submitting this Bid, or of all persons interested in this Bid as principals, are as follows:

_____	_____
_____	_____
_____	_____

**(IF SOLE PROPRIETOR, PARTNERSHIP OR LIMITED LIABILITY
COMPANY)**

IN WITNESS HERETO, the undersigned has set his/her (its) hand this _____ day of _____, 20____.

Signature of Bidder

Title

(IF CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

Name of Corporation: _____

By: _____

Title: _____

BID BOND

Bond # _____

KNOWN ALL MEN BY THESE PRESENTS, that _____,
hereinafter called the Principal, and _____,
a corporation duly organized under the laws of the State of _____,
having its principal place of business at _____, in
the State of _____, and authorized to do business in the State of Oregon, as
Surety, are held and firmly bound unto the
_____, hereinafter called the
Obligee, in the penal sum of _____
DOLLARS (\$ _____), for the payment of which, well and truly to be made,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

The condition of this Bond is that, whereas, the Principal herein is herewith submitting
his/her or its bid for the **2024 Street Paving** said bid proposal, by reference thereto, being
hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said Principal be accepted,
and the Contract be awarded to said Principal, and if the said Principal shall execute the
proposed Contract as required by the bidding and Contract documents with the time fixed
by said documents, then this obligation shall be void, otherwise to remain in full force and
effect. Signed and sealed this _____ day of _____, 20____.

SURETY:

CONTRACTOR:

Name

Name

By: _____

By: _____

Title: _____

Title: _____

Phone Number: _____

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (this “Agreement”) is made effective as of the ____ day of _____, 20____ between

“CITY”:

City of Madras
125 SW “E” Street
Madras, OR 97741
Phone: 541/475-7672
Fax: 541/475-7061

and

“CONTRACTOR”:

“Contractor”
“Address”
“Phone”
“Fax”

for “PROJECT”: **2024 Street Paving**

City and Contractor agree as set forth below:

The Contract Documents.

The following documents (the “Contract Documents”) form the “Contract” and all are as fully a part of the “Contract” as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Invitation to Bid
3. Information for Bidders
4. Proposal
5. Conditions of the Contract (General, Supplementary and other Conditions).
6. Drawings.
7. Plans and Specifications.
8. Payment and Performance Bonds.
9. Approved Submittals.
10. Addenda issued prior to, and all Modifications and Change Orders issued after execution of this Agreement.
11. Special Provisions

The Work.

Contractor shall furnish all labor, tools, equipment, and services necessary to perform the following Work: **2024 Street Paving** described in the Contract Documents.

Contractor shall perform all of the Work in strict accordance with and as required by the Contract Documents and in accordance with any instructions as issued by the City.

The Contract Sum.

City shall pay Contractor for the performance of the Work, subject to additions and deductions by Written Change Order as provided in the Contract Documents, the sum of _____ DOLLARS (\$_____) (the “Contract Sum”). Monthly progress payments and final payment shall be made in accordance with the General Conditions.

Time of Commencement and Completion.

The Work shall be commenced on the date stipulated in a written notice issued to Contractor by City (the “Notice to Proceed”), and subject to authorized adjustments, Substantial Completion shall be achieved according to the schedule set forth in the specifications.

Should Contractor fail to complete performance of the Work within the time prescribed herein, the harm that will be caused by such delay will be impossible or very difficult to accurately determine. Contractor agrees to pay City \$500 per day as agreed liquidated damages for the delay, not as a penalty, but as a reasonable forecast of just compensation for loss and expenses for each and every calendar day or fraction thereof elapsing between the specified substantial completion date and the date the work is actually substantially completed by Contractor. Substantial work shall be completed by September 30, 2024

Suspension and Debarment.

Contractor shall fully comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 regarding debarment and suspension, and agrees to include or cause to be included in any subcontract at any tier the requirement that the subcontractor comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 if the contract is expected to equal or exceed \$25,000. Contractor, by signing this Agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If Contractor is unable to certify to the statements contained in this certification, they must provide an explanation as to why they cannot. Contractor shall provide immediate written notice to the Department if at any time Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. The terms “covered transaction,” “debarred,” “suspended,”

“ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this section, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor further agrees by signing this Agreement, that it will include this section titled “**Suspension and Debarment**” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Pursuant to 2CFR180.330, Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements. Contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment. Contractor agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department upon request. Contractor must run a search in www.epls.gov and print a copy of completed searches to document proof of compliance.

Severability.

Any provision of the Contract found unenforceable in any particular circumstance will yield to a construction of such provision that will permit its enforceability, if possible, and will not otherwise disturb application of the provision in any other circumstance nor application of the other provisions of the Contract.

Entire Agreement.

The Contract Documents constitutes a final written expression of all of the terms of this agreement and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor’s agents that differ in any way from the terms of the Contract shall be given no force and effect.

City of Madras

Contractor

By: _____
Title: _____

By: _____
Title: _____

PERFORMANCE BOND

This Performance Bond (this “Bond”) is made by _____, a [State of formation] [type of business entity] (“Surety”), in favor of the City of Madras, an Oregon municipal corporation (“City”).

RECITALS:

- A. City and _____ (“Contractor”) are parties to the contract attached hereto as Exhibit A (the “Agreement”).
- B. Pursuant to the Agreement, Contractor is obligated to provide security in the amount of \$ _____ (the “Bond Amount”) to secure the performance of all of Contractor’s obligations under the Agreement.
- C. Surety issues this Bond to fulfill Contractor’s obligations under the Agreement and agrees to be held and firmly bound unto City subject to the terms and conditions of this Bond.

TERMS AND CONDITIONS OF BOND

1. Should Contractor fail to adhere to any provision of the Agreement, Surety, upon written notice from City, agrees to promptly and diligently perform one of the following: (a) assume and complete Contractor’s obligations under the Agreement at Surety’s expense, or (b) pay City up to the Bond Amount for costs incurred by City to correct Contractor’s non-compliance.
2. Surety will have 20 days after the date of City’s notice to inform City how it will honor its commitments under this Bond. If Surety assumes Contractor’s obligations under the Agreement, Surety will undertake and complete such obligations in accordance with the terms and conditions of the Agreement. Any contractors retained by Surety to perform Contractor’s obligations under the Agreement must be approved by City in writing. If Surety elects to make payment to City, such payment will be due within 20 days after City’s written demand for payment. Nothing herein shall preclude City from making multiple demands for payment (whether as installments or as a result of multiple defaults by Contractor) and City’s acceptance of any payment shall not waive City’s right to make further demands for payment.
3. Surety waives notice of any change, modification, or amendment to the Agreement and/or the obligations of Contractor secured by this Bond and agrees that all such change, modification, or amendment shall be secured by this Bond. Surety waives any requirement that City exhaust its remedies against Contractor, or any other party, prior to calling upon this Bond.
4. City will not release this Bond until all of Contractor’s obligations under the Agreement have been completed and accepted by City.
5. Nonpayment of any premiums or other amounts owed by Contractor to Surety will not invalidate this Bond, nor shall City be obligated to make any such payments on behalf of Contractor.

6. Surety agrees to indemnify, defend, and hold harmless the City against any claim of direct or indirect loss resulting from the failure of the Contractor (or any of the employees, contractors, or subcontractors) to faithfully perform the terms of the Agreement.

7. Surety acknowledges that City would not have entered into the Agreement but for Surety executing this Bond.

8. Notices will be sent to the parties at the addresses identified below, as applicable.:

Surety:

(Name of Surety)

ATTN: _____

(Address)

(City, State, Zip Code)

City:

City of Madras

ATTN: Public Works Director

125 SW E Street

Madras, OR 97741

9. Surety represents and warrants to City that Surety is authorized to transact a surety business in the State of Oregon and conforms with the underwriting limitations as published in the Authorized Insurance List in the State of Oregon published by the Office of the Insurance Commissioner and which carries an “A” rating and is of the appropriate class for the bond amount as determined by Best’s Rating System.

10. This Bond is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Bond. Any action or proceeding arising out of this Bond will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon. If City initiates any arbitration or litigation to interpret or enforce this Bond, City will be entitled to all costs and attorney fees incurred including, without limitation, those incurred upon any appeal.

11. This Bond will be enforceable to the greatest extent permitted by applicable law. Any provision found unenforceable in any particular circumstance will yield to a construction of such provision that will permit its enforceability, if possible, and will not otherwise disturb application of the provision in any other circumstance nor application of the other provisions of this Bond.

12. If Surety is comprised of two or more parties, each party comprising Surety agrees that it is jointly and severally liable for Surety’s obligations under this Bond.

[signatures on next page]

DATED this _____ day of _____, 2023.

AUTHORIZED REPRESENTATIVE/AGENT OF SURETY:
(power of attorney must be attached)

(signature)

(print name)

(title)

SEAL:

PAYMENT BOND

This Payment Bond (this “Bond”) is made by _____, a [State of formation] [type of business entity] (“Surety”), in favor of the City of Madras, an Oregon municipal corporation (“City”).

RECITALS:

- A. City and _____ (“Contractor”) are parties to the contract attached hereto as Exhibit A (the “Agreement”).
- B. Pursuant to the Agreement, Contractor is obligated to provide security in the amount of \$ _____ (the “Bond Amount”) to secure the performance of all of Contractor’s obligations under the Agreement.
- C. Surety issues this Bond to fulfill Contractor’s obligations under the Agreement and agrees to be held and firmly bound unto City subject to the terms and conditions of this Bond.

TERMS AND CONDITIONS OF BOND

1. Should Contractor fail to promptly make payment to any persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work and/or services provided for in such Contract, and any authorized modification thereof, including, without limitation, all amounts due for materials lubricants, oil, gasoline, repairs of machinery, equipment and tools, consumed or used in connection with the work and/or services performed pursuant to the Agreement, as well as any insurance premiums or deductibles payable by Contractor under the Agreement, then Surety will pay the same up to the Bond Amount.
2. Payment by Surety will be due within 20 days after City’s written demand for payment. Nothing herein shall preclude City from making multiple demands for payment (whether as installments or as a result of multiple defaults by Contractor) and Surety’s payment of any amounts demanded will not waive City’s right to make further demands for payment.
3. Surety waives notice of any change, modification, or amendment to the Agreement and/or the obligations of Contractor secured by this Bond and agrees that all such change, modification, or amendment shall be secured by this Bond. Surety waives any requirement that City exhaust its remedies against Contractor, or any other party, prior to calling upon this Bond.
4. City will not release this Bond until all of Contractor’s obligations under the Agreement have been completed and accepted by City.
5. Nonpayment of any premiums or other amounts owed by Contractor to Surety will not invalidate this Bond, nor shall City be obligated to make any such payments on behalf of Contractor.

6. Surety agrees to indemnify, defend, and hold harmless the City against any claim of direct or indirect loss resulting from the failure of the Contractor (or any of the employees, contractors, or subcontractors) to faithfully perform the terms of the Agreement.

7. Surety acknowledges that City would not have entered into the Agreement but for Surety executing this Bond.

8. Notices will be sent to the parties at the addresses identified below, as applicable.:

Surety:

(Name of Surety)

ATTN: _____

(Address)

(City, State, Zip Code)

City:

City of Madras

ATTN: Public Works Director

125 SW E Street

Madras, OR 97741

9. Surety represents and warrants to City that Surety is authorized to transact a surety business in the State of Oregon and conforms with the underwriting limitations as published in the Authorized Insurance List in the State of Oregon published by the Office of the Insurance Commissioner and which carries an “A” rating and is of the appropriate class for the bond amount as determined by Best’s Rating System.

10. This Bond is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Bond. Any action or proceeding arising out of this Bond will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon. If City initiates any arbitration or litigation to interpret or enforce this Bond, City will be entitled to all costs and attorney fees incurred including, without limitation, those incurred upon any appeal.

11. This Bond will be enforceable to the greatest extent permitted by applicable law. Any provision found unenforceable in any particular circumstance will yield to a construction of such provision that will permit its enforceability, if possible, and will not otherwise disturb application of the provision in any other circumstance nor application of the other provisions of this Bond.

12. If Surety is comprised of two or more parties, each party comprising Surety agrees that it is jointly and severally liable for Surety’s obligations under this Bond.

[signatures on next page]

DATED this _____ day of _____, 2023.

AUTHORIZED REPRESENTATIVE/AGENT OF SURETY:
(power of attorney must be attached)

(signature)

(print name)

(title)

SEAL:

FIRST-TIER SUBCONTRACTOR DISCLOSURE

Instructions for First-Tier Subcontractor Disclosure:

Bidders are required to disclose information about first-tier subcontractors who will be furnishing labor, or labor and materials, on the Project when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or materials would be greater than or equal to: (i) 5% of the project bid, but at least \$15,000, whichever is greater, or (ii) \$350,000 regardless of the percentage of the total project bid, the bidder must disclose the following information about that subcontract either in its bid submission, or within two (2) hours after bid closing:

1. The subcontractor's name;
2. The category of work that the subcontractor would be performing; and
3. The dollar value of the subcontract.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form.

The attached first-tier subcontractor disclosure form must be utilized. **THE CITY WILL REJECT A BID IF YOU FAIL TO SUBMIT THE DISCLOSURE FORM WITH THE REQUIRED INFORMATION BY THE STATED DEADLINE** (see OAR 137-049-0360)

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(ORS 279C.370)**

Prime Contractor Name _____
 PROJECT NAME: _____
 BID CLOSING: Date: _____ Time: _____ AM PM
 REQUIRED DISCLOSURE DEADLINE: Date: _____ Time: _____ AM PM

INSTRUCTIONS:

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two (2) working hours after the advertised bid closing time.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the project name clearly marked, at the location indicated by the specified disclosure deadline. See Invitation to Bid.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED).

Name	Dollar Value	Category of Work
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): _____
 Contact name: _____
 Phone No.: _____

PREVAILING WAGES

If the project is expected to exceed \$50,000 in cost then the contractor will be required to conform with the Oregon Bureau of Labor and Industry requirement for wages and payroll submittals. Workers on the projects must be paid no less than the higher of the applicable state or federal prevailing rate of wage. Contractors will be required to pay the higher of the applicable state or federal prevailing rate of wage to workers on public works projects subject to both state and federal prevailing wage laws. The attention of Bidders is directed to the State requirements (ORS 279C.800 to 279C.870) and conditions of employment to be observed and minimum wage rates to be paid under the contract. The prevailing rate provisions and fees for Oregon Public Works projects are available on-line at <http://www.oregon.gov/BOLI/WHD/PWR/index.shtml>.

BOLI Public Works Bond

Pursuant to 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 otherwise exempt. This bond is in addition to performance bond and payment bond requirements.

Every subcontract shall contain a provision that the subcontractor's workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the report to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime

contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a

payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a

clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Part 2

Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(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 workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such

territory), for liquidated damages. 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 paragraph (a)(1) of this section, in the sum of \$10 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 the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient shall, upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Oregon Department of Environmental Quality and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor

or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

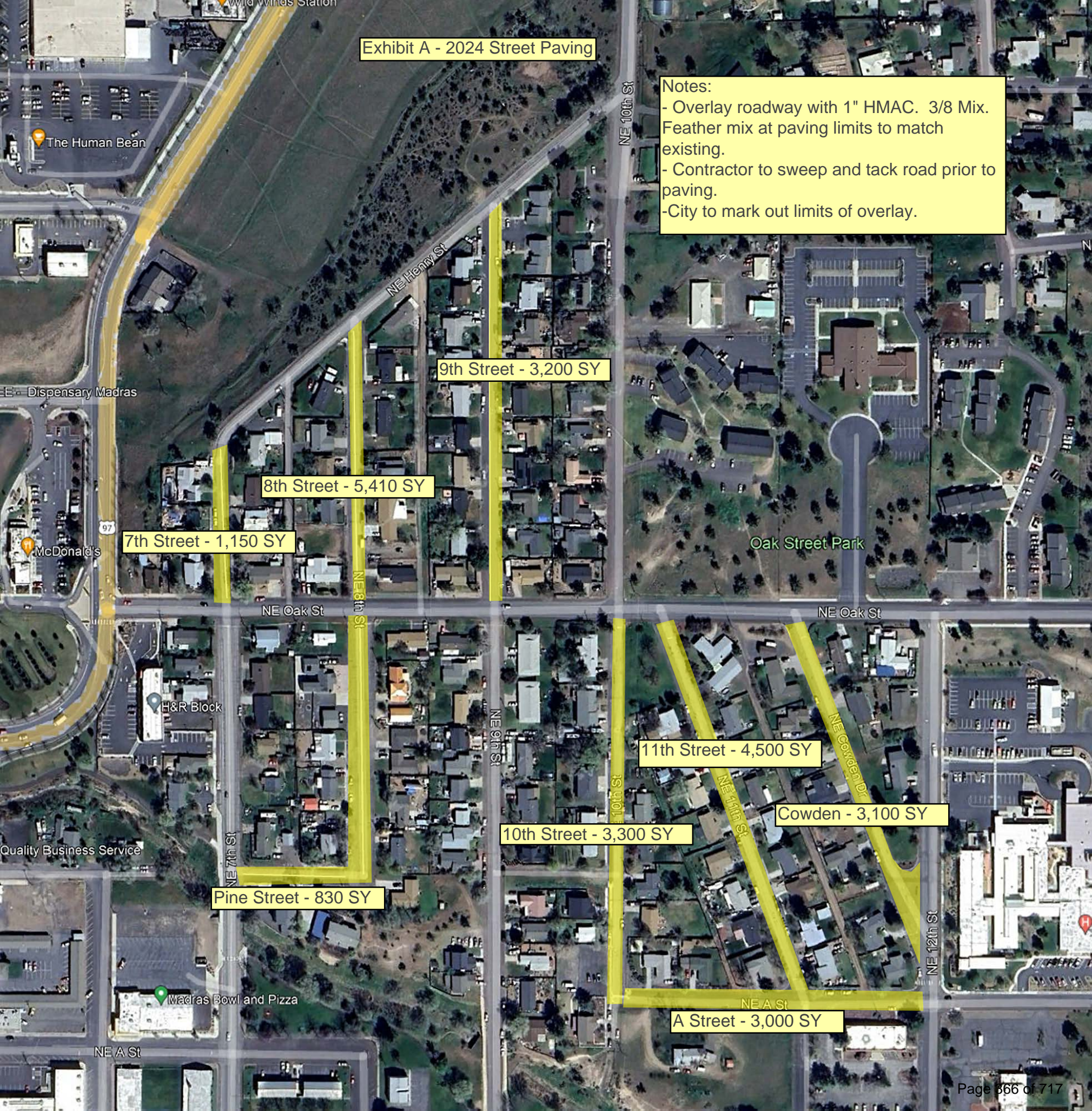
(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

Exhibit A - 2024 Street Paving

- Notes:
- Overlay roadway with 1" HMAC. 3/8 Mix. Feather mix at paving limits to match existing.
 - Contractor to sweep and tack road prior to paving.
 - City to mark out limits of overlay.



BID FORM

TO: PUBLIC WORKS DIRECTOR
Project Name: 2024 Street Paving
City of Madras
125 SW "E" Street
Madras, OR 97741

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Madras, Madras, Oregon, hereinafter called City; and that this Bid is made without any connection or collusion with any person making another Bid on this Contract.

The Bidder further declares that he has carefully examined the project site and the Contract documents; is satisfied as to the quantities involved, including materials and equipment, and conditions of work involved; and that this Bid is made according to the provisions and under the terms of the Contract documents, which documents are hereby made a part of this Bid. Bidder acknowledges that bidder has read and understands the terms and conditions of the Bid Documents, and accepts and agrees to be bound by the terms and conditions of the Bid Documents.

The Bidder agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the City's public contracting rules are, by this reference, incorporated in and made a part of this Bid. Bidder hereby states that Bidder agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

The Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

[Circle one.] Bidder (is) (is not) a resident of the State of Oregon. If Bidder is a resident of another state, specify state of residency: _____.

Construction Contractors Board Registry Number: 150479

The Bidder agrees that if this Bid is accepted, Bidder will, within ten (10) days after notification of acceptance, execute a contract with the City in the form of Contract attached to the Invitation to Bid; and will, at the time of execution of the Contract, deliver to the City the Performance Bond and Payment Bond required herein, together with proof of required insurance; and will, to the extent of this Bid, furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract documents and required by the Business Manager.

The Bidder agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Contract documents. Bidder further agrees to pay liquidated damages as set forth in the Contract documents for failure to complete within the specified time.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond, Payment Bond and proof of required insurance within ten (10) days after receipt of notification of acceptance of The Bid, the City shall retain the bid security deposited herewith according to the conditions of the Invitation to Bid and Information for Bidders as liquidated damages and not as a penalty; and it is agreed that the said sum is a fair measure of the amount of damage the City will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance and Payment Bonds as specified in the Contract documents.

Base Bid: Having become completely familiar with the local conditions and legal requirements affecting the cost of the work at the place where the work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bid Documents, titled:

2024 Street Paving

Together with any addenda to such Bid Documents as listed hereafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, supervision and other facilities and services as necessary and/or required to execute all of the work described in the Bid Documents for the consideration:

Item	Description	Qty	UM	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 9,000 ⁻	\$ 9,000 ⁻
2	Traffic Control	1	LS	\$ 7,000 ⁻	\$ 7,000 ⁻
3	1" Level 3, 3/8 Inch Dense HMAC, PG 58-34 Oil	24,490	SY	\$ 7 ⁴⁵	\$ 182,450 ⁵⁰
4	Emulsified Asphalt Tack Coat	24,490	SY	\$ 0 ⁰¹	\$ 244 ⁹⁰

	TOTAL	\$ 198,695 ⁴⁰ —
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Addenda Acknowledgement: The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No. <u>NONE</u>	Date _____	Addendum No.	Date _____
Addendum No.	Date _____	Addendum No.	Date _____

NOTE:

This Bid shall be irrevocable and open for acceptance for a period of sixty (60) days from the date of closing of bids. If notified in writing by the City of the acceptance of this Bid within sixty (60) days of the bid closing date, subject to such other period as may be specified in the Bid Documents, the Bidder shall execute the Contract between the City and Bidder no later than ten (10) calendar days after the City's acceptance of the Bid.

The name of the Bidder who is submitting this Bid is:

Firm Name: High Desert Aggregate & Paving, Inc.
 Printed Name of Individual: Michael T. Moore
 Telephone Number: 541.509.8566
 Facsimile Number: 541.548.7600
 Email Address: mikem@highdesertaggregate.com
 Address: PO Box 1929 Redmond, OR 97756

All communications concerning this Bid and with the Contract will be sent to Bidder at the above address, fax number or e-mail address.

The names of the principal officers of the corporation submitting this Bid, or of the partners or members of the partnership or limited liability company submitting this Bid, or of all persons interested in this Bid as principals, are as follows:

Michael T. Moore Jeffery A. Schutte

(IF SOLE PROPRIETOR, PARTNERSHIP OR LIMITED LIABILITY COMPANY)

IN WITNESS HERETO, the undersigned has set his/her (its) hand this _____ day of _____, 20____.

Signature of Bidder

Title

(IF CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 16 day of JULY, 2024.

Name of Corporation: High Desert Aggregate & Paving Inc.

By: [Signature]

Title: President

BID BOND

Bond # N/A

KNOWN ALL MEN BY THESE PRESENTS, that High Desert Aggregate & Paving, Inc., hereinafter called the Principal, and Liberty Mutual Insurance Company, a corporation duly organized under the laws of the State of Massachusetts, having its principal place of business at 175 Berkeley Street, Boston, MA 02116, in the State of Massachusetts, and authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the City of Madras, hereinafter called the Obligee, in the penal sum of Ten Percent of Total Amount Bid DOLLARS (\$ 10%), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is that, whereas, the Principal herein is herewith submitting his/her or its bid for the **2024 Street Paving** said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and Contract documents with the time fixed by said documents, then this obligation shall be void, otherwise to remain in full force and effect. Signed and sealed this 12th day of July, 2024.

SURETY:

Liberty Mutual Insurance Company
Name

By: Tracy Stewart

Title: Tracy Stewart, Attorney-in-Fact

Phone Number: (503) 362-2711

CONTRACTOR:

High Desert Aggregate & Paving, Inc.
Name

By: [Signature]

Title: President



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210904 - 905038

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, A.G. Sadowski, Beau Andrew Weathers, Derek A. Sadowski, Tracy Stewart, Ty Moffett

all of the city of Salem state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of October, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 27th day of October, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of July, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(ORS 279C.370)**

Prime Contractor Name High Desert Aggregate & Paving Inc.
 PROJECT NAME: 2024 Street Paving
 BID CLOSING: Date: 6/17/24 Time: 2:00 AM PM
 REQUIRED DISCLOSURE DEADLINE: Date: 6/17/24 Time: 4:00 AM PM

INSTRUCTIONS:

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two (2) working hours after the advertised bid closing time.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the project name clearly marked, at the location indicated by the specified disclosure deadline. See Invitation to Bid.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED).

Name	Dollar Value	Category of Work
(1) <u>NONE</u>		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): High Desert Aggregate & Paving Inc.
 Contact name: Brian Youngquist
 Phone No.: 541.504.8566

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (this “Agreement”) is made effective as of the July day of 23, 2024 between

“CITY”:

City of Madras
125 SW “E” Street
Madras, OR 97741
Phone: 541/475-7672
Fax: 541/475-7061

and

“CONTRACTOR”:

High Desert Aggregate and Paving
P.O. Box 1929
Redmond, Oregon 97756
541-504-8556
541-548-7600

for “PROJECT”: **2024 Street Paving**

City and Contractor agree as set forth below:

The Contract Documents.

The following documents (the “Contract Documents”) form the “Contract” and all are as fully a part of the “Contract” as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Invitation to Bid
3. Information for Bidders
4. Proposal
5. Conditions of the Contract (General, Supplementary and other Conditions).
6. Drawings.
7. Plans and Specifications.
8. Payment and Performance Bonds.
9. Approved Submittals.
10. Addenda issued prior to, and all Modifications and Change Orders issued after execution of this Agreement.
11. Special Provisions

The Work.

Contractor shall furnish all labor, tools, equipment, and services necessary to perform the following Work: **2024 Street Paving** described in the Contract Documents.

Contractor shall perform all of the Work in strict accordance with and as required by the Contract Documents and in accordance with any instructions as issued by the City.

The Contract Sum.

City shall pay Contractor for the performance of the Work, subject to additions and deductions by Written Change Order as provided in the Contract Documents, the sum of **One Hundred Ninety Eight Thousand Six Hundred Ninety Five and Forty cents DOLLARS (\$198,695.40)** (the “Contract Sum”). Monthly progress payments and final payment shall be made in accordance with the General Conditions.

Time of Commencement and Completion.

The Work shall be commenced on the date stipulated in a written notice issued to Contractor by City (the “Notice to Proceed”), and subject to authorized adjustments, Substantial Completion shall be achieved according to the schedule set forth in the specifications.

Should Contractor fail to complete performance of the Work within the time prescribed herein, the harm that will be caused by such delay will be impossible or very difficult to accurately determine. Contractor agrees to pay City \$500 per day as agreed liquidated damages for the delay, not as a penalty, but as a reasonable forecast of just compensation for loss and expenses for each and every calendar day or fraction thereof elapsing between the specified substantial completion date and the date the work is actually substantially completed by Contractor. Substantial work shall be completed by September 30, 2024

Suspension and Debarment.

Contractor shall fully comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 regarding debarment and suspension, and agrees to include or cause to be included in any subcontract at any tier the requirement that the subcontractor comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 if the contract is expected to equal or exceed \$25,000. Contractor, by signing this Agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If Contractor is unable to certify to the statements contained in this certification, they must provide an explanation as to why they cannot. Contractor shall provide immediate written notice to the Department if at any time Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. The terms “covered transaction,” “debarred,” “suspended,”

“ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this section, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor further agrees by signing this Agreement, that it will include this section titled “**Suspension and Debarment**” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Pursuant to 2CFR180.330, Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements. Contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment. Contractor agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department upon request. Contractor must run a search in www.epls.gov and print a copy of completed searches to document proof of compliance.

Severability.

Any provision of the Contract found unenforceable in any particular circumstance will yield to a construction of such provision that will permit its enforceability, if possible, and will not otherwise disturb application of the provision in any other circumstance nor application of the other provisions of the Contract.

Entire Agreement.

The Contract Documents constitutes a final written expression of all of the terms of this agreement and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor’s agents that differ in any way from the terms of the Contract shall be given no force and effect.

City of Madras

Contractor

By: _____
Title: _____

By: _____
Title: _____

Exhibit A - 2024 Street Paving

Notes:
- Overlay roadway with 1" HMAC. 3/8 Mix. Feather mix at paving limits to match existing.
- Contractor to sweep and tack road prior to paving.
- City to mark out limits of overlay.

