

# City of Brookings

## MEETING AGENDA

### CITY COUNCIL

**Monday, May 22, 2023, 7:00pm**

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

#### CITY COUNCIL

##### A. Call to Order

##### B. Pledge of Allegiance

##### C. Roll Call

##### D. Oral Requests and Communications from the audience

(\*Public Comments on non-agenda items – five (5) minute limit per person, please submit Public Comment Form in advance)

##### E. Consent Calendar

1. Approve City Council meeting minutes for May 8, 2023 [Pg. 1]
2. Accept Financials for April 2023 [Pg. 3]

##### F. Staff Reports/Hearings

1. Jacobs Engineering Contract Renewal [Pg. 9]
  - a. Draft Agreement [Pg. 10]
2. Police Vehicle Purchasing and Outfitting [Pg. 41]
  - a. Quote – Roberson Motors Inc. [Pg. 42]
  - b. Quote – Day Wireless (outfitting) [Pg. 43]
  - c. Quote – Wireworks (outfitting) [Pg. 46]
  - d. Quote – LEHR (outfitting) [Pg. 50]

##### G. Remarks from Mayor and Councilors

##### H. Adjournment

\*Public Comment forms and the agenda packet are available on-line at [www.brookings.or.us](http://www.brookings.or.us), at Brookings City Hall and at Chetco Community Public Library. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

If you would like to view the City Council Meeting live, you can via:

-Television – Charter Channel 181

-Internet – Go to the City of Brookings website at <http://www.brookings.or.us>

Watch Meeting Live instructions: 1. Visit the City of Brookings website home page. 2. Click on Government (top page). 3. Click on City Council (right side). 4. Under Agenda & Meetings click Watch Meeting Live. 5. You will need to download the VLC Media Player. Follow directions and links for your device.

**City of Brookings**  
**CITY COUNCIL MEETING MINUTES**  
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415  
**Monday, May 8, 2023**

**Call to Order**

Mayor Hedenskog called the meeting to order at 7:01 PM

**Roll Call**

Council Present: Mayor Ron Hedenskog, Councilors Isaac Hodges, Andy Martin, Michelle Morosky, and Ed Schreiber; a quorum present

Staff present: City Manager Janell Howard, Public Works Director Tony Baron, and Deputy City Recorder Natasha Tippetts

Media Present: 1

Others Present: 35

**Ceremonies/Announcements**

Safe Boating Week Proclamation

**Oral Requests and Communications from the Audience**

- Bret Curtis, 1323 Crissey Circle, Brookings – Spoke in opposition to the reinstatement of Janell Howard
- Jan Miller, 312 Railroad St, Brookings – Spoke in opposition to the reinstatement of Janell Howard
- Rick Bishop, 625 Spruce Dr, Brookings – Complaint about City actions
- Faith Bass, 365 Wharf St, Brookings – Complaint about City actions
- Renee Bishop, 419 Buena Vista Loop, Brookings – Complaint about City actions

**Consent Calendar**

1. Approve City Council meeting minutes for April 24 2023
2. Accept Planning Commission minutes for March 7, 2023

**Mayor Hedenskog moved, Councilor Morosky seconded, and Council voted unanimously to approve the Consent Calendar.**

**Staff Reports/Hearings**

**1. Chetco Avenue Enhancements**

*Staff report presented by Tony Baron*

**Mayor Hedenskog moved, Councilor Hodges seconded, and Council voted unanimously to direct staff to seek proposals to perform a traffic study for enhancements to Chetco Avenue between Alder Street and Pacific Avenue.**

**2. Brookings Flying Club Lease**

*Staff report presented by Janell Howard*

**Councilor Schreiber moved, Mayor Hedenskog seconded, and Council voted unanimously to authorize the City Manager to sign a ground lease with the Brookings Flying Club.**

### **3. Waive Park Use and Picnic Table Fees – Wild Rogue Relay**

*Staff report presented by Tony Baron*

**Councilor Hodges moved, Mayor Hedenskog seconded, and with a four to one vote, Councilor Schreiber voting nay, Council voted to waive park use and picnic table fees for the annual Wild Rogue Relay event.**

#### **Remarks from Mayor and Councilors**

**Councilor Martin moved to dismiss City Manager Janell Howard without cause effective immediately. Councilor Hodges seconded, and with a three to two vote, Councilor Morosky, Councilor Schreiber and Mayor Hedenskog voting nay, the motion failed.**

Councilor Schreiber noted the Salmon Run Golf Course remodel looks great.

Councilor Hodges mentioned this week is National Hospital Week and National Teacher Appreciation Week and thanked all in those professions.

**Councilor Martin moved to direct City Attorney to develop a separation agreement for the City Manager, effective June 16, 2023 with May 15th as a deadline for response back to the City Council. Councilor Hodges seconded, and with a three to two vote, Councilor Schreiber and Mayor Hedenskog voting nay, the motion carried.**

#### **Adjournment**

Mayor Hedenskog moved, Councilor Schreiber seconded and Council voted unanimously to adjourn the meeting at 7:43 PM.

Respectfully submitted:

ATTESTED this 22nd day of May 2023:

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Ron Hedenskog, Mayor

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Janell K. Howard, City Recorder

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 10 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<b>REVENUE</b>					
TAXES	3,646,440.00	51,463.04	3,626,506.79	19,933.21	99.5
LICENSES AND PERMITS	296,500.00	25,988.35	421,890.55	( 125,390.55)	142.3
INTERGOVERNMENTAL	293,500.00	10,325.90	153,374.50	140,125.50	52.3
CHARGES FOR SERVICES	994,500.00	9,729.92	351,948.94	642,551.06	35.4
OTHER REVENUE	125,500.00	7,022.80	244,079.07	( 118,579.07)	194.5
TRANSFERS IN	633,382.00	.00	.00	633,382.00	.0
	<b>5,989,822.00</b>	<b>104,530.01</b>	<b>4,797,799.85</b>	<b>1,192,022.15</b>	<b>80.1</b>
<b>EXPENDITURES</b>					
<b>JUDICIAL:</b>					
PERSONAL SERVICES	35,168.00	3,593.49	33,925.63	1,242.37	96.5
MATERIAL AND SERVICES	12,850.00	427.98	3,822.22	9,027.78	29.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<b>48,018.00</b>	<b>4,021.47</b>	<b>37,747.85</b>	<b>10,270.15</b>	<b>78.6</b>
<b>FINANCE AND ADMINISTRATION:</b>					
PERSONAL SERVICES	384,120.00	33,537.23	342,760.89	41,359.11	89.2
MATERIAL AND SERVICES	227,300.00	11,256.80	266,844.14	( 39,544.14)	117.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<b>611,420.00</b>	<b>44,794.03</b>	<b>609,605.03</b>	<b>1,814.97</b>	<b>99.7</b>
<b>POLICE:</b>					
PERSONAL SERVICES	3,027,250.00	250,723.34	2,437,872.73	589,377.27	80.5
MATERIAL AND SERVICES	204,000.00	9,240.71	155,105.68	48,894.32	76.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	67,867.00	4,452.31	58,830.04	9,036.96	86.7
TRANSFERS OUT	.00	.00	.00	.00	.0
	<b>3,299,117.00</b>	<b>264,416.36</b>	<b>2,651,808.45</b>	<b>647,308.55</b>	<b>80.4</b>
<b>FIRE:</b>					
PERSONAL SERVICES	235,238.00	20,266.10	193,115.67	42,122.33	82.1
MATERIAL AND SERVICES	105,500.00	4,896.45	67,927.82	37,572.18	64.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	30,580.00	.00	30,579.01	.99	100.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<b>371,318.00</b>	<b>25,162.55</b>	<b>291,622.50</b>	<b>79,695.50</b>	<b>78.5</b>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 10 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	242,675.00	13,374.55	157,191.27	85,483.73	64.8
MATERIAL AND SERVICES	92,900.00	2,832.23	27,131.42	65,768.58	29.2
CAPITAL OUTLAY	.00	( 217.58)	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	335,575.00	15,989.20	184,322.69	151,252.31	54.9
PARKS & RECREATION:					
PERSONAL SERVICES	285,789.00	21,024.41	222,320.98	63,468.02	77.8
MATERIAL AND SERVICES	121,300.00	8,090.78	111,245.54	10,054.46	91.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	9,981.00	.00	9,980.00	1.00	100.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	417,070.00	29,115.19	343,546.52	73,523.48	82.4
GOLF COURSE:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	700,000.00	.00	.00	700,000.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	700,000.00	.00	.00	700,000.00	.0
SWIMMING POOL:					
PERSONAL SERVICES	94,384.00	.00	62,700.40	31,683.60	66.4
MATERIAL AND SERVICES	56,200.00	242.16	40,686.30	15,513.70	72.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	150,584.00	242.16	103,386.70	47,197.30	68.7
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	168,600.00	8,891.86	93,324.43	75,275.57	55.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	285,000.00	.00	.00	285,000.00	.0
CONTINGENCIES AND RESERVES	623,120.00	.00	.00	623,120.00	.0
	1,076,720.00	8,891.86	93,324.43	983,395.57	8.7
	7,009,822.00	392,632.82	4,315,364.17	2,694,457.83	61.6
	( 1,020,000.00)	( 288,102.81)	482,435.68	( 1,502,435.68)	47.3

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 10 MONTHS ENDING APRIL 30, 2023

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	710,000.00	47,773.17	399,873.95	310,126.05	56.3
OTHER REVENUE	20,200.00	96.00	8,295.02	11,904.98	41.1
TRANSFER IN	.00	.00	.00	.00	.0
	<u>730,200.00</u>	<u>47,869.17</u>	<u>408,168.97</u>	<u>322,031.03</u>	<u>55.9</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	231,087.00	18,131.88	185,932.63	45,154.37	80.5
MATERIAL AND SERVICES	215,500.00	10,887.91	86,584.20	128,915.80	40.2
CAPITAL OUTLAY	250,000.00	.00	2,500.00	247,500.00	1.0
DEBT SERVICE	4,409.00	.00	.00	4,409.00	.0
TRANSFERS OUT	119,370.00	.00	.00	119,370.00	.0
CONTINGENCIES AND RESERVES	139,834.00	.00	.00	139,834.00	.0
	<u>960,200.00</u>	<u>29,019.79</u>	<u>275,016.83</u>	<u>685,183.17</u>	<u>28.6</u>
	<u>960,200.00</u>	<u>29,019.79</u>	<u>275,016.83</u>	<u>685,183.17</u>	<u>28.6</u>
	<u>( 230,000.00)</u>	<u>18,849.38</u>	<u>133,152.14</u>	<u>( 363,152.14)</u>	<u>57.9</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 10 MONTHS ENDING APRIL 30, 2023

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,885,000.00	130,729.59	1,513,530.74	371,469.26	80.3
OTHER INCOME	48,000.00	4,890.00	41,326.30	6,673.70	86.1
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,933,000.00</u>	<u>135,619.59</u>	<u>1,554,857.04</u>	<u>378,142.96</u>	<u>80.4</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	404,558.00	34,713.00	331,053.07	73,504.93	81.8
MATERIAL AND SERVICES	197,800.00	15,638.26	155,343.94	42,456.06	78.5
CAPITAL OUTLAY	50,000.00	1,912.50	31,992.92	18,007.08	64.0
DEBT SERVICE	28,294.00	2,331.00	23,914.47	4,379.53	84.5
TRANSFERS OUT	24,000.00	.00	.00	24,000.00	.0
	<u>704,652.00</u>	<u>54,594.76</u>	<u>542,304.40</u>	<u>162,347.60</u>	<u>77.0</u>
WATER TREATMENT:					
PERSONAL SERVICES	28,833.00	2,365.01	23,831.12	5,001.88	82.7
MATERIAL AND SERVICES	545,780.00	41,703.62	412,865.76	133,114.24	75.6
CAPITAL OUTLAY	10,000.00	( 195.00)	.00	10,000.00	.0
DEBT SERVICE	2,385.00	.00	2,384.49	.51	100.0
TRANSFERS OUT	728,196.00	.00	.00	728,196.00	.0
CONTINGENCIES AND RESERVES	143,154.00	.00	.00	143,154.00	.0
	<u>1,458,348.00</u>	<u>43,873.63</u>	<u>438,881.37</u>	<u>1,019,466.63</u>	<u>30.1</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>2,163,000.00</u>	<u>98,468.39</u>	<u>981,185.77</u>	<u>1,181,814.23</u>	<u>45.4</u>
	<u>( 230,000.00)</u>	<u>37,151.20</u>	<u>573,671.27</u>	<u>( 803,671.27)</u>	<u>249.4</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 10 MONTHS ENDING APRIL 30, 2023

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	( 4,500.00)	.00	.00	( 4,500.00)	.0
CHARGES FOR SERVICES	3,508,300.00	247,040.21	2,809,690.65	698,609.35	80.1
OTHER REVENUE	10,000.00	.00	18,845.70	( 8,845.70)	188.5
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,513,800.00</u>	<u>247,040.21</u>	<u>2,828,536.35</u>	<u>685,263.65</u>	<u>80.5</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	624,241.00	51,800.29	493,892.23	130,348.77	79.1
MATERIAL AND SERVICES	235,500.00	8,157.84	104,972.74	130,527.26	44.6
CAPITAL OUTLAY	15,000.00	.00	4,322.57	10,677.43	28.8
DEBT SERVICE	28,294.00	2,331.00	23,914.51	4,379.49	84.5
TRANSFERS OUT	212,522.00	.00	.00	212,522.00	.0
	<u>1,115,557.00</u>	<u>62,289.13</u>	<u>627,102.05</u>	<u>488,454.95</u>	<u>56.2</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	43,586.00	3,547.57	35,747.63	7,838.37	82.0
MATERIAL AND SERVICES	1,118,925.00	81,492.85	817,313.00	301,612.00	73.0
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	2,385.00	.00	2,384.49	.51	100.0
TRANSFERS OUT	1,350,434.00	.00	.00	1,350,434.00	.0
CONTINGENCIES AND RESERVES	242,413.00	.00	.00	242,413.00	.0
	<u>2,772,743.00</u>	<u>85,040.42</u>	<u>855,445.12</u>	<u>1,917,297.88</u>	<u>30.9</u>
	<u>3,888,300.00</u>	<u>147,329.55</u>	<u>1,482,547.17</u>	<u>2,405,752.83</u>	<u>38.1</u>
	<u>( 374,500.00)</u>	<u>99,710.66</u>	<u>1,345,989.18</u>	<u>( 1,720,489.18)</u>	<u>359.4</u>



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 10 MONTHS ENDING APRIL 30, 2023

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<b>REVENUE</b>					
TAXES	639,676.00	3,742.60	696,807.27	( 57,131.27)	108.9
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	2,000.00	.00	14,266.09	( 12,266.09)	713.3
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>641,676.00</u>	<u>3,742.60</u>	<u>711,073.36</u>	<u>( 69,397.36)</u>	<u>110.8</u>
<b>EXPENDITURES</b>					
<b>GENERAL:</b>					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	186,000.00	67.50	5,346.80	180,653.20	2.9
CAPITAL OUTLAY	1,355,676.00	.00	811,246.70	544,429.30	59.8
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>1,541,676.00</u>	<u>67.50</u>	<u>816,593.50</u>	<u>725,082.50</u>	<u>53.0</u>
<b>DEPARTMENT 20:</b>					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
<b>DEPARTMENT 22:</b>					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
<b>DEPARTMENT 24:</b>					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,541,676.00</u>	<u>67.50</u>	<u>816,593.50</u>	<u>725,082.50</u>	<u>53.0</u>
	<u>( 900,000.00)</u>	<u>3,675.10</u>	<u>( 105,520.14)</u>	<u>( 794,479.86)</u>	<u>( 11.7)</u>

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 22, 2023

Originating Dept: Finance & Admin

Signature (submitted by)

  
City Manager Approval

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Subject:

Jacobs Engineering Contract Renewal

Recommended Motion:

Authorize the City Manager to sign agreement for Operations, Maintenance, and Management Services with CH2M Hill Engineers/Jacobs Engineering, commencing July 1, 2023.

Financial Impact:

\$1,585,554 budgeted in the Water and Wastewater Funds, Treatment.

Background/Discussion:

The City entered into an initial agreement with Jacobs Engineering (aka CH2M Engineering) for Operations, Maintenance, and Management services for treatment services, effective March 12, 2018.

Jacobs provides all employees and supplies to staff the water and wastewater treatment plants, sewer lift stations, water pump stations, and water storage tanks. The City owns the facilities and equipment, which are maintained by Jacobs.

This contract has proved to be beneficial to the City, in cost savings over previous operating costs, eliminating the challenge of staffing certified operators, and transferring liability to Jacobs.

We discussed at recent workshops that the Jacobs' contract is renewing on July 1, 2023. The attached draft contract includes operating costs with a cost of living increase over prior year. With this 10-year agreement, they agree to provide Wastewater Treatment Plant (WWTP) Stormwater Permit support, Water Reporting support, discounts on engineering, and Development and Implementation of a FOG (Fats, Oils and Grease) Program for the City's collections system.

Attachment:

- a. Draft Agreement

**AMENDED AND RESTATED  
AGREEMENT  
for  
OPERATIONS, MAINTENANCE and  
MANAGEMENT SERVICES for the  
CITY OF BROOKINGS**

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**AMENDED AND RESTATED AGREEMENT FOR OPERATIONS,  
MAINTENANCE  
AND MANAGEMENT SERVICES**

**THIS AMENDED AND RESTATED AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 (“Effective Date”) by and between the City of Brookings, whose address for any formal notice is 898 Elk Drive, Brookings, OR 97415 (“Owner”) and CH2M Hill Engineers, Inc., a fully owned subsidiary of Jacobs Engineering Group, Inc., whose address for any formal notice is 6312 S. Fiddlers Green Circle, Suite 300N, Greenwood Village, Colorado 80111, Attention: OMI Counsel (“CH2M”), collectively referred to as the “Parties”. This Agreement amends and supersedes in its entirety the prior Agreement for Operations Management and Maintenance entered into by Owner and CH2M on March 12, 2018.

**STATEMENT OF PURPOSE**

**WHEREAS**, the Owner owns certain facilities and systems which are further described in **Appendix C**; and

**WHEREAS**, Owner desires to employ CH2M to perform certain operation and maintenance services as further described in **Appendix A** under the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, Owner and CH2M agree as follows:

**1. DEFINITIONS**

- 1.1 “Adequate Nutrients” means plant influent nitrogen, phosphorous, and iron contents proportional to BOD5 in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BOD5.
- 1.2 “Base Fee” means the compensation paid by Owner to CH2M for the base services defined in **Appendix A** of this Agreement for any contract year of the Agreement. The Parties will renegotiate the Base Fee annually. The Base Fee specified in **Appendix D** includes Owner’s expenses for operating the project as set forth in **Appendix D**. The Base Fee does not include payments for services requested by Owner that are incidental to or outside the Scope of Services as defined in **Appendix A**.
- 1.3 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of any of Owner’s Permits as listed in **Appendix F**. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- 1.4 “BOD5” means Biochemical Oxygen Demand over a five (5) day period.
- 1.5 “Capital Expenditures” means any expenditures for (i) the purchase of new equipment or facility items that cost more than Seven Thousand Five Hundred Dollars

(\$7,500.00); (ii) Major Repairs that significantly extend equipment or facility service life and cost more than Seven Thousand Five Dollars (\$7,500.00); or (iii) expenditures that are planned, non-routine, and budgeted by Owner. Capital Expenditures are not Repairs. Owner is responsible for payment of Capital Expenditures, unless otherwise agreed to by the Parties.

- 1.6 “Change in Scope” means events or services beyond the Scope of Services set forth in **Appendix A**.
- 1.7 “Commencement Date” means the date services will begin for the Owner under this Agreement as defined in Section 2.1.
- 1.8 “Initial Term” means the first term of the Agreement as defined in Section 2.1.
- 1.9 “Major Repairs” means those Repairs that significantly extend equipment or services life and cost more than Seven Thousand Five Hundred Dollars (\$7,500.00).
- 1.10 “Permit” means the permits issued to the Owner for the operation of its facilities and services. This includes the NPDES Permit Nos. 101773 file #11297, Water Supply Permits, or any permits required for the operation of the potable water system. Copies of these Permits are included in **Appendix F**.
- 1.11 “Preventive Maintenance” means routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or CH2M to maximize the service life of the equipment, sewer, vehicles, and facility.
- 1.12 “Project” means all equipment, vehicles, grounds, and facilities described in **Appendix C** and **Appendix E**.
- 1.13 “Renewal Term” means any additional term of this Agreement beyond the Initial Term of the Agreement as defined in Section 2.1.
- 1.14 “Repairs” means non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or necessary to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof. Repairs include annual inspections such as generator, outfall and a City-funded critical spare parts inventory. CH2M’s specialized maintenance personnel not assigned to the Project, who provide specialized services including but not limited to vibration, thermographic and electrical analyses, and instrumentation Repairs shall be charged to the Repairs limit contained in **Appendix D**. The Parties agree that any Repairs to the City pool pump or equipment at the Salmon Run Golf Course shall be charged to the Repairs limit contained in **Appendix D**.
- 1.15 “Unforeseen Circumstances” means any event or condition that has an effect on the rights or obligations of the Parties under this Agreement or the Project beyond the reasonable control of the party, which constitutes a justification for a delay in or non-performance of action required by this Agreement. Unforeseen Circumstances include, but are not limited to:

- 1.15.1 an act of God, landslide, lightening, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war blockade, sabotage, insurrection, riot or civil disturbance or a pandemic event;
- 1.15.2 any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial, federal or other governmental body;
- 1.15.3 labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of CH2M;
- 1.15.4 the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project; and/or
- 1.15.5 loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.
- 1.15.6 loss of ability to obtain necessary chemicals to properly treat water and wastewater within the required regulatory parameters.

## 2. **TERM**

- 2.1 The Initial Term of this Restated Agreement will be for ten (10) years commencing on \_\_\_\_\_, 2023 (the "Commencement Date"). Thereafter, this Agreement will be automatically renewed for successive terms of five (5) years each ("Renewal Term"), unless cancelled by either party not less than one hundred twenty (120) calendar days prior to expiration.
- 2.2 Either party may terminate this Agreement for convenience by providing the other party with formal written notice not less than one hundred twenty (120) calendar days prior to termination.
- 2.3 Either party may terminate this Agreement for a material breach by the other party if the other party fails to correct the breach within thirty (30) calendar days after receiving written notice of the breach. In the event of a breach by Owner for non-payment of CH2M's invoices, CH2M may terminate this Agreement if Owner fails to make outstanding payments on non-contested amounts within ten (10) calendar days after receiving written notice of the breach.
- 2.4 Upon notice of termination by Owner, CH2M shall assist Owner in assuming operation of the Project. If CH2M incurs additional cost at the request of Owner, Owner shall pay CH2M for the total cost incurred within fifteen (15) calendar days of invoice receipt.

- 2.5 Upon termination of this Agreement and all renewals and extensions of it, CH2M shall return the Project to Owner in the same condition as it was upon the Commencement Date of this Agreement, excluding ordinary wear and tear. Equipment and other personal property purchased by CH2M for use in the routine operation or maintenance practices of the Project and billed to the Project will become the property of the Owner upon termination of this Agreement. However, any equipment or personal property purchased by CH2M and not billed to the Project will be the property of CH2M and removed from the Project by CH2M at the termination of this Agreement.

### **3. SERVICES AND STANDARD OF PERFORMANCE**

- 3.1 CH2M shall perform the services set forth in **Appendix A** for the facilities described in **Appendix C**, within the design capacity and capability of these facilities as further described in **Appendix B**.
- 3.2 CH2M shall perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.

### **4. OWNER RESPONSIBILITIES**

- 4.1 The Owner shall pay for all Capital Expenditures, as defined in Section 1.5. Any loss, damage or injury resulting from Owner's failure to provide Capital Expenditures and/or funds when reasonably requested by CH2M shall be the sole responsibility of Owner.
- 4.2 The Owner shall maintain and renew, with respect to all existing portions of the Project, warranties, guarantees, easements, permits, authorizations and licenses granted to the Owner, to the extent the maintenance is not a responsibility of CH2M under this Agreement. All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or subsequently acquired by Owner will remain the exclusive property of Owner unless specifically agreed upon in writing by the Parties.
- 4.3 The Owner shall pay all amounts associated with the occupancy or operation of the Project and the performance of the obligations as listed in **Appendix A** including, but not limited to, all excise, ad valorem, property, franchise, occupational and disposal taxes, or other taxes associated with the Project. Taxes imposed upon CH2M's net income and/or payroll taxes for CH2M employees are not included.
- 4.4 The Owner shall provide CH2M within a reasonable time after request, any piece of Owner's heavy equipment that is available so that CH2M may discharge its obligations under this Agreement in the most cost-effective manner. In emergency situations, Owner will use its best efforts to provide the requested equipment within one (1) hour of the request. During emergency situations, if Owner is unable to accommodate staff requests for heavy equipment, Owner will authorize CH2M to procure rental equipment as needed and rental expenses will be invoiced to Owner at cost plus fifteen percent (15%),

- 4.5 When applicable, the Owner shall provide all registrations, licenses and insurance for Owner's vehicles and heavy equipment used in connection with the Project.
- 4.6 The Owner shall provide CH2M use of all vehicles and equipment currently in use at the Project, including the vehicles described in **Appendix E**. Vehicles and equipment will be in road safe condition. CH2M will be responsible for the cost of operation, maintenance and fuel for vehicles and equipment, unless otherwise agreed to between the Parties. CH2M will be responsible for limited vehicle and equipment operation maintenance related to preventive maintenance expenses (oil and filter changes only). Owner shall retain title and ownership of the vehicles and equipment provided. Use of the vehicles and equipment by CH2M will be limited to duties within the course and scope of this Agreement, unless otherwise agreed to in writing by the Parties. The Parties may supplement this Agreement to provide for an agreed schedule of replacement of the vehicles and equipment and provision of any other insurance coverage deemed necessary or appropriate.
- 4.7 The Owner agrees to not offer employment or other compensation to Project Management personnel of CH2M directly working on this Project, for a period of two (2) years after the end date of this Agreement or re-assignment of Project personnel from this Project.
- 4.8 Owner shall provide to CH2M all data in Owner's possession relating to the Project, including, but not limited to, operations and maintenance manuals, warranties or any other data necessary to operate, manage and maintain the Project. CH2M may reasonably rely upon the accuracy and completeness of the information provided by the Owner.

## **5. COMPENSATION AND PAYMENT**

**Appendix D** describes compensation for services.

## **6. INDEMNITY AND LIABILITY**

- 6.1 CH2M, to the fullest extent allowable by law, hereby agrees to indemnify and hold Owner harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise from CH2M's negligent operations under this Agreement, to the proportionate extent such negligence contributed to the damages, injury, or loss, whether such negligent operation be by CH2M or by a subcontractor of CH2M.
- 6.2 Owner, to the fullest extent allowable by law, agrees to indemnify and hold CH2M harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise, except to the proportionate extent caused by the negligence or willful misconduct of CH2M, its employees or its subcontractors.
- 6.3 In no event will CH2M, its subcontractors or their officers or employees be liable for Owner's incidental, special, indirect or consequential damages, whether such liability



arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.

- 6.4 CH2M's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of their design and physical capacity. It is not part of CH2M's scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations. It is not part of CH2M's scope to comply with new regulations that contain permit limits or Maximum Contaminant Levels that are beyond the capability of the Owner's facilities

## **7. HAZARDOUS SUBSTANCES**

- 7.1 If CH2M encounters or suspects asbestos or hazardous substances in any form on the facilities, CH2M will stop its own work in the affected portions of the facilities to permit testing and evaluation.
- 7.2 If CH2M suspects asbestos on the facilities, Client will have, in a timely manner, a qualified contractor perform remediation services. CH2M will have no obligation to resume its performance of the services until it receives adequate proof that the affected area is treated.
- 7.3 If CH2M suspects hazardous substances other than asbestos on the facilities where CH2M performs services, the Parties may agree for CH2M to conduct tests to determine the extent of the hazardous condition and recommend necessary remedial measures. CH2M will perform these services under a separate agreement negotiated by the Parties and for an additional fee.
- 7.4 CH2M will not be liable for any delays in performing the services caused by or related to the presence of asbestos or another hazardous substance.
- 7.5 CH2M assumes no risk and/or liability for any hazardous waste or conditions present at the facilities prior to the commencement of this Agreement or for any hazardous waste or conditions attributable to any party other than CH2M.
- 7.6 In the event that Owner requests CH2M, in the performance of the services set forth herein, to execute Hazardous Waste Manifests on its behalf, Owner must execute a Letter of Authorization, the form of which will be agreed upon by both Parties, delegating such authority to CH2M prior to CH2M undertaking this duty.
- 7.7 The Parties agree that in the performance of services by CH2M under this Agreement, Owner is requesting CH2M to undertake inherently unsafe obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, Owner agrees to hold harmless, indemnify, and defend CH2M from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, unless such liability arises out of the negligence or willful misconduct of CH2M, its employees or its subcontractors in the performance of services under this Agreement.

## **8. FINES AND CIVIL PENALTIES**

- 8.1 CH2M will be liable for fines or civil penalties which may be imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance for reasons resulting from CH2M's breach, negligence or willful misconduct during the term of this Agreement. Owner will assist CH2M to contest any such fines in administrative proceedings and/or in court prior to any payment. CH2M shall reimburse the Owner for the costs of contesting any such fines.
- 8.2 CH2M will not be liable for fines or civil penalties that result from violations (i) that occurred prior to the Commencement Date of this Agreement; (ii) for the effects of prior violations that have contributed to the assessment of any fine or civil penalty caused by CH2M's negligent operations; (iii) penalties that result from inadequate infrastructure or investment in the technology necessary to comply with permit requirements and/or changes in applicable regulations (iv) that fall under the definition of Unforeseen Circumstances per Section 1.15; or (v) are otherwise directly related to the ownership of the Project.

## **9. INSURANCE**

- 9.1 CH2M shall provide the following insurance policies throughout the term of the Agreement, and shall provide to Owner an ACORD-form Certificate of Insurance (COI) demonstrating compliance with this provision:
- 9.1.1 Worker's Compensation providing statutory coverage and Employer's Liability Insurance providing limits of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease-each employee, and One Million Dollars (\$1,000,000) disease-policy limit.
- 9.1.2 Business Automobile Insurance providing Two Million Dollars (\$2,000,000) combined single limits covering claims for injuries to members of the public and/or damages to property of others arising from the use of CH2M owned or leased motor vehicles, including onsite and offsite operations and those project vehicles included in Appendix E. Limits may be satisfied using primary and excess/umbrella policies.
- 9.1.3 Commercial General Liability Insurance providing limits of Five Million Dollars (\$5,000,000) per occurrence and aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of CH2M or any of its employees or subcontractors for whom CH2M is legally liable. Limits may be satisfied through the use of primary and excess/umbrella policies
- 9.1.4 Contractor's Pollution Liability (CPL) Insurance providing limits of Two Million Dollars (\$2,000,000) per claim and aggregate. CPL coverage will provide for liability due to pollution conditions caused by or exacerbated by

CH2M and will include coverage related to the remediation of pollutants and for third-party claims alleging bodily injury and/or damage to third-party property due to pollutants. Claims made coverage will include a retroactive date that predates all Work executed per this Agreement.

- 9.1.5 Professional Liability insurance covering claims on a claims-made basis, with \$1,000,000 in aggregate
- 9.2 CH2M shall add Owner and Owner's elected and appointed public officials, employees, agents and representatives as additional insured in CH2M's commercial general liability, automobile liability, excess/umbrella, and contractor's pollution liability policies.
- 9.3 CH2M's commercial general liability, automobile liability, employer's liability, excess/umbrella, and contractor's pollution liability policies will be primary and non-contributory to any other coverage available to Owner.
- 9.4 CH2M's policy will provide at least thirty (30) days written notice to Owner prior to any cancellation, non-renewal or material change in coverage contemplated in Section 9 (except ten (10) days' notice for non-payment of premium).
- 9.5 Owner shall maintain the following insurance policies throughout the term of the Agreement, and shall provide CH2M with a COI to demonstrate compliance with this provision:
  - 9.5.1 "All Risk" Property Insurance covering all property on a replacement cost basis and including Owner-supplied vehicles and equipment for the full fair market value of such property.
  - 9.5.2 Liability Insurance covering all motor vehicles and equipment provided by Owner and operated by CH2M under this Agreement. Any CH2M employee who operates an Owner vehicle is limited to the Oregon Tort Cap limits.
- 9.6 Certificates of Insurance ("COI").
  - 9.6.1 The Parties shall provide a COI evidencing the required insurance policies, limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 9 and its subsections. Certificates of insurance will reference the project name as identified on the first page of this Agreement.
  - 9.6.2 In the event the COI provided indicates that any required insurance will expire during the period of this Agreement, the party shall furnish, on or before the expiration date, a renewed COI as proof that equal and like coverage for the balance of the period of the Agreement and any extension thereafter has been procured and in effect.
  - 9.6.3 In the event a COI evidencing the renewed coverage is not available prior to the policy renewal date, that party shall provide to the other party, within

fifteen (15) days of the policy's(ies') renewal date(s). The party shall furnish the insurance certificates to the other party immediately upon the first party's receipt.

## **10. LABOR DISPUTES**

In the event activities by Owner's employee groups or unions causes disruption in CH2M's ability to perform its obligations under this Agreement, Owner, with CH2M's assistance, or CH2M at its own option, may seek appropriate injunctive court orders during any such disruption. CH2M shall operate the facilities on a best efforts basis until any such disruptions cease, but CH2M will not be obligated to assure compliance with all contract conditions.

## **11. UNFORESEEN CIRCUMSTANCE**

11.1 Neither party will be liable for damages, delays, or failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The party invoking this clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) business days after its occurrence and shall take reasonable measures to mitigate any impact of an Unforeseen Circumstance.

11.2 In the case of Unforeseen Circumstances, Owner agrees to pay any costs (including without limitation all overtime charges and additional equipment charges) incurred by CH2M in connection with the Unforeseen Circumstance.

## **12. ACCESS TO FACILITIES AND PROPERTIES**

12.1 Owner will make its facilities accessible to CH2M as required for CH2M's performance of its services and will secure access to any other Owner property necessary for performance of CH2M's services.

12.2 CH2M will provide 24-hour per day access to Project for Owner's personnel. Owner's employees, designated by Owner's Representative, may visit the Project at any time. CH2M will provide Owner keys for the Project. All visitors to the Project shall comply with CH2M's operating and safety procedures.

## **13. CHANGES**

13.1 Owner and CH2M, from time to time, may make changes to this Agreement or to any of the services performed under this Agreement. The Parties must mutually agree upon all changes. Changes must be in writing in the form of a change order, modification or amendment to the Agreement executed by both Parties.

13.2 Owner and CH2M may agree to out-of-scope services performed under the terms of this Agreement. The Parties must mutually agree upon out-of-scope services. Out-of-scope-services must be in writing. Compensation for the out-of-scope services will be invoiced to Owner in an amount equal to CH2M's cost plus fifteen percent (15%), unless otherwise agreed to by the Parties, and will be due and payable by Owner commencing the month following the performance of the out-of-scope services.

- 13.3 In the event scope of services change ("Change in Scope"), CH2M will be entitled to additional compensation if the Change in Scope results in additional costs to CH2M for providing such services. The occurrence of one or more of the following events will constitute a Change in Scope:
- 13.3.1 Any change in Project operations, personnel qualifications, required certification, staffing or other cost that is a result of an Unforeseen Circumstance. CH2M's will invoice Owner the amount equal to CH2M's cost plus fifteen percent (15%). The invoice will be due and payable by Owner commencing the month following when the Change in Scope occurs.
  - 13.3.2 Any change in Project operations, personnel qualifications, required certification, staffing or other cost that is a result of the issuance of a new permit or a permit renewal.
  - 13.3.3 Increases of ten percent (10%) or more in the Wastewater Treatment Plant influent flow or loadings, as set forth in **Appendix B**, as demonstrated by a twelve (12) month floating average compared to the twelve (12) month period ending on the Commencement Date of this Agreement. The Parties must mutually agree upon compensation for the Changes in Scope.
  - 13.3.4 Increases of ten percent (10%) or more in the Water Treatment Plant average daily production, as set forth in **Appendix B**, as demonstrated by a twelve (12) month floating average compared to the twelve (12) month period ending on the Commencement Date of this Agreement. The Parties must mutually agree upon compensation for the Changes in Scope
  - 13.3.5 Increases in CH2M's health care costs above the applicable CPI or ECI for the twelve (12) month period for which the annual increase is calculated. In the event health care costs increase, CH2M is entitled to increase its Base Fee in excess of the formula set forth in Appendix D.4, in an amount equal to the increase in costs.
  - 13.3.6 Increases or decreases in rates or other related charges (including taxes) imposed upon CH2M by a taxing authority, excluding taxes based on CH2M's net income. In the event rates or other related charges change, the Parties may increase or decrease the Base Fee by an amount equal to cost differential associated with the change.
  - 13.3.7 Support services provided by CH2M for Owner's capital projects. Parties must mutually agree upon compensation for the Changes in Scope.
  - 13.3.8 If the rates for electricity increase in an amount in excess of the CPI component of the Base Fee Adjustment Formula from the prior Contract Year, CH2M shall be entitled to additional compensation, which shall be negotiated by the Parties.

#### 14. **WARRANTIES**

- 14.1 To the best of its knowledge, CH2M warrants that all materials and equipment furnished under this Agreement will be of good quality and free from defective workmanship and materials.
- 14.2 CH2M shall pass through to Owner the warranty extended by the manufacturer for all products, equipment, systems or materials.
- 14.3 All other warranties, express or implied, including any warranty of merchantability and any warranty of fitness for a particular purpose are expressly disclaimed.

#### **15. NO THIRD-PARTY BENEFICIARIES**

This Agreement gives no rights or benefits to anyone other than Owner and CH2M and has no third-party beneficiaries.

#### **16. JURISDICTION**

This Agreement will be governed by and interpreted in accordance with the laws of the State of Oregon.

#### **17. SEVERABILITY AND SURVIVAL**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions will not be impaired thereby.

#### **18. AUTHORITY**

Both Parties represent and warrant to the other party that the execution, delivery, and performance of this Agreement have been duly authorized by the responsible parties thereof. Both Parties warrant that all required approvals have been obtained and the executing party in Section 27 has authority to bind the party.

#### **19. NOTICE**

Whenever either party desires to give notice to the other, notices must be in writing, sent by certified United States mail with return receipt requested, hand delivered or by national commercial express delivery service, to the addresses listed in introductory paragraph of this Agreement. Notice will be deemed given upon receipt by any method of delivery authorized in this provision.

#### **20. NO WAIVER**

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor will the waiver by any party of a

breach be deemed to be a waiver of any subsequent breach. A waiver will not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

## **21. SURVIVAL OF PROVISIONS**

Any terms or conditions of this Agreement that require acts beyond the date of its termination will survive the termination of this Agreement, will remain in full force and effect unless and until the terms of conditions are completed, and will be fully enforceable by either party.

## **22. ASSIGNMENT**

CH2M may novate this contract to an affiliate in the case of normal corporate restructuring, provided any such novation does not adversely affect its ability to perform this contract.

## **23. NO CONFLICT OF INTEREST FOR FUTURE WORK**

The services performed by CH2M under this Agreement do not preclude CH2M from proposing on or for providing services to Owner in the future. Information and knowledge gained by CH2M in providing the Services under this Agreement will not constitute a conflict of interest in proposing on or providing any additional services for Owner.

## **24. DISPUTE RESOLUTION**

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

## **25. CAPTIONS AND HEADINGS**

The captions and headings of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

## **26. ENTIRE AGREEMENT**

This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and its Appendices replace any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement. The Parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the Parties.

The following Appendices are hereby made a part of this Agreement:

**Appendix A Scope of Services**

**Appendix B Capacity and Characteristics**

**Appendix C Location of Project**

**Appendix D Compensation and Payment**

**Appendix E Project Vehicles and Equipment**

**Appendix F Permits**

**Appendix G Billing Rates**

IN WITNESSETH WHEREOF, the Parties execute below:

**CH2M HILL ENGINEERS, INC.**

**THE CITY OF BROOKINGS**

Name: \_\_\_\_\_

Title: Director of Operations

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_



## **APPENDIX A – SCOPE OF SERVICE**

CH2M shall perform the following services for the benefit of the Owner:

### **A.1 GENERAL**

#### **A.1.1 Staff**

- A.1.1.01 Staff the Project with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement.
- A.1.1.02 CH2M will support the project with approximately \$80,000 per year of offsite resources that will comprise of Safety Specialists, Maintenance Specialists, Process Control Specialists, Compliance and Laboratory Specialists, I&C Control support, Environmental Specialists and HR support per year.
- A.1.1.03 Operate, maintain and/or monitor and staff the Project at least Monday through Friday for a minimum of eight (8) hours per day. CH2M shall be responsive to alarms and emergency calls 24 hours per day, 7 days per week, within one (1) hour of its occurrence. CH2M shall designate a minimum of one (1) staff member as standby to respond to alarms and emergency calls.
- A.1.1.04 Place at each permanently staffed Project facility, a copy of CH2M's corporate safety program and provide all employees training specific to this Program, within thirty (30) days from the employee's hire date. Owner will pay the cost of any capital improvement required at the Project to bring the facilities within OSHA compliance.
- A.1.1.05 Comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring.
- A.1.1.06 Perform other services that are incidental to the scope of services as directed by Owner. If such services use personnel assigned to this Agreement, services will be invoiced to Owner at cost. If such services require external personnel, such services will be invoiced to Owner at CH2M's cost plus fifteen percent (15%) or a negotiated price for professional services.

#### **A.1.2 Alterations, Repairs and Maintenance**

- A.1.2.01 Alter, as needed, the process and/or facilities to achieve the objectives of this Agreement. No alteration will be executed without Owner's written approval if alteration will cost in excess of Seven Thousand Five Hundred Dollars (\$7,500.00). The Parties will not consider Alterations under this section to be a Repair under this Agreement.
- A.1.2.02 Perform Preventive Maintenance and Repairs for the Project. The Project Repairs are subject to the Repairs Budget Limit.

- A.1.2.03 Pay all cost incurred in normal Project operations except as otherwise included in Article 4 - Owner's Responsibilities.
- A.1.2.04 Within the first ninety (90) days, CH2M will provide Owner with a listing of any recommended capital improvements CH2M believes will be required for any of the facilities to be covered under this contract.
- A.1.2.05 CH2M may finance capital improvement projects that have been requested and/or authorized by the Owner, subject to mutually agreeable terms and conditions of repayment.
- A.1.2.06 Maintain aesthetics of the facilities, including maintaining all facilities in a clean, neat and orderly fashion.
- A.1.2.07 Keep administrative and other occupied spaces clean, dry, and habitable. Other spaces and floors will be free of sewage, screenings, sludge and debris.
- A.1.2.08 Equipment, tools, and material will be properly stored.
- A.1.2.09 Within the fence of CH2M agreed locations, CH2M shall keep trees and shrubs trimmed, maintain grass, and keep other grounds free of noxious weeds. City shall perform all weed spraying required with mechanical equipment.
- A.1.2.10 Respond to City requests for municipal swimming pool pumps and chlorination system for seasonal start up and shut down. All operational procedures shall remain the responsibility of the City.
- A.1.2.11 In any emergency affecting the safety of persons or property, or regulatory compliance, CH2M shall act without written amendment or change order, at CH2M's discretion, to prevent threatened damage, injury or loss; In the event emergency expenditures exceed Seven Thousand Five Hundred Dollars (\$7,500.00) in aggregate, CH2M shall obtain prior approval from Owner. CH2M will notify Owner of the emergency as soon as reasonably possible, and Owner will compensate CH2M for any emergency work notwithstanding the lack of written amendment or change order. Such compensation will include CH2M's direct costs for the emergency work plus fifteen percent (15%).
- A.1.2.12 Utilize Owner provided security devices during CH2M's hours of operation to protect against any losses resulting from theft, damage or unauthorized use of the Project. Existing security devices include fencing, lockable structures, and limited intrusion alarm. Upon exiting the Project, CH2M shall lock all Project gates and structures and activate any security alarms.
- A.1.2.13 Provide computerized maintenance, process control, and laboratory management systems for water and wastewater facilities.

## **A.2 WASTEWATER TREATMENT PLANT**

- A.2.1 Within the design capacity and capability of the Wastewater Treatment Plant (the “WW Plant”), manage, operate, and maintain the WW Plant so that effluent discharged from the WW Plant meets the Clean Water Act and the requirements specified in NPDES Permit No. 101773 and other applicable/related permits issued by EPA, the State or local authorities, unless one or more of the following occurs: (i) WW Plant influent does not contain Adequate Nutrients to support operation of the WW Plant’s biological processes and/or contains Biologically Toxic Substances or other substances that may cause pass-through or interference that cannot be removed by the existing processes and facilities; (ii) discharge into Owner’s sewer system that violate any or all regulations as stated in the applicable Sewer Ordinance and, (iii) the flow, influent biochemical demand (BOD<sub>5</sub>) and/or total suspended solids (TSS) exceeds the WW Plant’s design parameters and other parameters that exceed the plant’s Maximum Allowable Headworks Loadings; in which case **Appendix B** specifies responsibilities and remedies.
- A.2.2 Within the design capacity and capability of the WW Plant, operate the WW Plant in a manner that minimizes odor and noise.
- A.2.3 Prepare and submit to Owner for transmittal to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified in this Agreement.
- A.2.4 Comply with all current local, State and Federal notice and reporting requirements, regarding violations, upsets, excursions, or emergencies related to the Plant.
- A.2.5 Assist the Owner with the NPDES permit renewal process by providing Project information within CH2M’s possession and control. Any additional assistance requested by the Owner will constitute a Change in Scope.
- A.2.6 Provide for the disposal of screenings, grit, scum, sludges, and biosolids (collectively, “Residuals”) to existing disposal sites. Any annual change in the cost of this service of 10% or more due to increased or unusual quantities of material, or increases in landfill rates, hauling costs, or tipping fees will constitute a Change in Scope and give cause for an adjustment in fee. Owner and CH2M agree that Owner is the owner and Generator of the Residuals. CH2M will provide backup to document changes in quantity and/or price.
- A.2.7 If CH2M uses land application as the method for disposal of biosolids, CH2M shall comply with the State and Federal regulations, including 40 CFR 503 applicable to the land application method. Specifically, CH2M shall assist Owner in securing all permits and land use agreements, perform soils and biosolids testing, and report the volume and quantity of biosolids land applied. CH2M may use the existing Owner secured permits and land application sites.
- A.2.8 Where applicable, monitor and report the volume and nature of septic tank hauler discharges as approved by the City and within the design capability of the facility.

- A.2.9 Perform all laboratory testing and sampling currently required by the State and Federal Clean Water Act, NPDES Permit, NPDES referenced documents and all Federal or State issued permits. CH2M will provide additional laboratory testing and sampling requested by the Owner on a fee per test basis to be determined at the time of the request. This additional testing will constitute a Change in Scope.
- A.2.10 Provide and document all Preventive Maintenance for the WW Plant. Owner will have the right to inspect these records during normal business hours.
- A.2.11 Provide and document Repairs for the WW Plant. CH2M will provide Owner with a monthly report on the expenditures of Repairs.

### **A.3 WATER TREATMENT PLANT**

- A.3.1 Within the design capacity and capability of the Water Treatment Plant (“WTR Plant”), manage, operate, and maintain the WTR Plant so that finished water discharged from the WTR Plant meets the requirements specified by the State of Oregon and U.S. EPA for Public Water Systems and National Primary Drinking Water Regulations as required by the Safe Drinking Water Act and as outlined in **Appendix B**. CH2M shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains substances, materials, or liquids, which detrimentally affect the ability of the machinery, infrastructure or processes to operate properly or treat the raw water at the WTR Plant.
- A.3.2 Provide for the disposal of sludge and/or other residuals to permitted disposal sites. Any annual change in the cost of this service of 10% or more not captured in the Base Fee due to permitting requirements, increased or unusual quantities of material, or increases in landfill rates, hauling costs, or tipping fees will constitute a Change in Scope. Owner and CH2M agree that Owner is the owner and Generator of the Sludge and/or other residuals as defined in 40 CFR 260 *et seq.* CH2M will provide backup to document changes in quantity and/or price.
- A.3.3 Perform all laboratory testing and sampling currently required by the State and Federal Safe Drinking Water Regulations. Provide additional laboratory testing and sampling requested by the Owner on a fee per test basis to be determined at the time of the request.
- A.3.4 Provide and document all Preventive Maintenance for the WTR Plant. Owner will have the right to inspect these records during normal business hours.
- A.3.5 Prepare and submit to Owner for transmittal to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified in **Appendix C**.
- A.3.6 Assist the Owner with any applicable permit renewal process by providing Project information within CH2M’s possession and control. Any additional assistance requested by the Owner will constitute a Change in Scope.
- A.3.7 Provide and document Repairs for the WTR Plant.

#### **A.4 WATER PUMP STATIONS AND SEWAGE LIFT STATIONS**

- A.4.1 Operate and maintain 7 water pump stations and 13 lift stations to provide free-flowing conditions specified in **Appendix C**. Telemetered stations will be inspected weekly.
- A.4.2 When a lift station/pump station alarm condition occurs and the station is equipped with an automatic monitoring system, it will notify on-call personnel. If the alarm is sounded during normal work hours, a crew will be dispatched immediately to diagnose and correct the problem. After normal hours, the on-call person will be notified by the alarm system and will proceed to the area to diagnose within one hour and repair the problem. All effort will be expended to prevent, or minimize any spill
- A.4.3 Twice a year CH2M will conduct lift station/pump station pump calibrations, one physical and one via SCADA. Calibrations will also be made after major repairs and replacement of pumps.
- A.4.4 CH2M will exercise generators on a monthly basis under load conditions to assure proper operations when needed for emergencies.

#### **A.5 SALMON RUN GOLF COURSE ROUTINE OPERATIONS**

- A.5.1 CH2M will operate and maintain the drinking water system located at Salmon Run Golf course (this does not include golf course irrigation pumps and system)
- A.5.2 CH2M will perform routine weekly operations/inspections to ensure all systems are running as required; no leaks are present from the well or raw water holding tank; complete the Salmon Run Golf Course Drinking Water Well House Round Sheet; and check the water filters (pre and post).
- A.5.3 CH2M will perform weekly operations to include changing of the water filters, if needed; inspect flow meter to ensure there is no fouling and the paddle wheel spins freely with no resistance; and prepare and submit all compliance data to state regulators.
- A.5.4 CH2M will perform quarterly sampling for coliform at two of the three approved locations.
- A.5.5 CH2M will perform annual operations of the UV lamps replacement and sampling of the entry point (EP-A) for nitrates.

#### **A.6 CONSULTING SERVICES**

- A.6.1 CH2M, through a properly licensed affiliate, may provide up to \$50,000 of out-of-scope consulting services per contract year which are mutually agreed upon by the parties at the discounted rates set forth in Appendix G. Out of scope services shall be performed under a separately negotiated set of terms and conditions.

#### **A.7 CITY POOL PUMPS**

- A.7.1 Assist City with Maintenance of City pool pump as needed.

## **A.8 NPDES PERMIT RENEWAL SUPPORT**

- A.8.1 For the NPDES permit renewal, CH2M will review and complete forms 2A and 25 in addition to tables A, B, C, E, and F. Any new requirements for sampling or laboratory testing will be brought to the attention of the City and associated costs will be considered as out of scope and mutually agreed upon by CH2M and the City. All forms and tables will be submitted to the City prior to the regulatory due date.

## **A.9 Water Use Reports**

- A.9.1 For the OWRD annual reporting, CH2M will review and complete the required forms. Jacobs will provide the City with an annual Water Use Report in a mutually agreed upon format.

## **A.10 WWTP Stormwater Permit support**

- A.10.1 CH2M will review and complete all forms for the 2026 Stormwater permit renewal associated with the City's WWTP before the regulatory due date in 2026. Any new requirements for sampling or laboratory testing that were not in existence at the execution of this Agreement, but which may be required by regulatory authorities in 2026, will be brought to the attention of the City and costs for that additional work will be considered as out of scope and mutually agreed upon by CH2M and the City.

## **A.11 Collection System Fats, Oil and Grease (FOG) – Development and implementation assistance**

- A.11.1 During the first 36 months, or after at the City's request, CH2M will complete the following tasks:
1. Review of current program elements;
  2. Review of procedure and cost of cleaning systems;
  3. Preparation of Grease Trap Ordinance to include requirement for minimum grease trap specifications, provisions for user to pay cost of cleanup, and fine structure for failure to maintain grease traps;
  4. In conjunction with the ordinance, improvements to the program will be recommended, including but not limited to use of staffing and strategies for more effective inspection scheduling and follow up routines;
  5. Upon completion of the Grease Trap Ordinance, the draft will be submitted to the City for comments;
  6. After addressing comments, a final Ordinance will be submitted for adoption by the City;
  7. Provide assistance as required to adopt charge structure and implementation of the program;
  8. Provide an Implementation Manual to the City;
  9. Assist with any FOG Permits required.

**A.11.2 CH2M is not responsible for the long-term implementation and execution of the City's FOG program. If the City desires CH2M to manage the program on a long-term basis, the parties understand and agree that a separate scope and price will be negotiated for those services.**

## **APPENDIX B - CAPACITY AND CHARACTERISTICS**

### **B.1 CAPACITY AND CHARACTERISTICS OF WASTEWATER TREATMENT PLANT**

B.1.1 Wastewater Treatment Plant Design Capacity is described as follows:

<b>Parameter</b>	<b>Plant</b>
___ Flow, million gallons/day	1.7
___ BOD5, pounds per day	2,600
___ TSS, pounds per day	2,550
___ Daily Peaking Factor	5.5
___ pH daily range:	6.5 to 8.0

All parameters will be based on the design average dry weather flow with the Daily Peaking Factor being the multiplier applied to the design average dry weather flow.

B.1.2 CH2M will not be responsible for fines or legal action resulting from discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.

B.1.3 The Base Fee for services under this Agreement is based on the following Project influent characteristics per current information provided by Owner:

<b>Parameter</b>	<b>Plant</b>
___ Flow, million gallons/day	1.081
___ BOD5, pounds per day	2,315
___ TSS, pounds per day	2,641

### **B.2 RAW WATER QUALITY AND FINISHED WATER REQUIREMENTS OF WATER TREATMENT PLANT**

B.2.1 Operate and maintain all facilities in accordance with all applicable federal, state and local regulations pertaining to water treatment, contaminant monitoring, and reporting. All analytical methods used to demonstrate compliance will be in accordance with methods approved by the Owner and Federal and State Agencies, as applicable. In the event that a parameter does not have a method approved by Federal and State Agencies, CH2M will utilize alternate test methods approved by EPA in 40 CFR, 141, Subpart C.



B.2.2 Should the raw water source change, such change shall constitute a Change in Scope and a change order will be requested to document cost impacts.

### **B.3 SYSTEM DEMAND**

B.3.1 CH2M will assume an average demand for water of 1.0 mgd and a peak daily demand of 2.6 mgd, on the Commencement Date of this Agreement. CH2M acknowledges that Owner has the right to demand up to 2.6 mgd on any day and CH2M will undertake, as and when needed, the necessary arrangements to assure that sufficient personnel are available to satisfy additional demand overtime. Any change of five percent (5%) or more in the average demand for water as listed above, based on a twelve (12) month running average, will constitute a Change in Scope, and an appropriate adjustment of Base Fee will be negotiated.

B.3.2 CH2M will be responsible for performing the Scope of Services as set forth in **Appendix A**, in accordance with the treatment standards established in **Appendix B**, but will not be responsible for events outside the control of CH2M, which include but are not limited to:

B.3.2.01 materials or liquids contained in the raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project;

B.3.2.02 raw water supply is insufficient to meet demand;

B.3.2.03 the demand for water exceeds the design capacity of the facilities specified in **Appendix B**;

B.3.2.04 vandalism;

B.3.2.05 Unforeseen Circumstances;

B.3.2.06 Change in raw water supply quality.

## APPENDIX C - LOCATION OF PROJECT

**C.1** CH2M agrees to provide the services necessary for the operation, maintenance, and management of the facilities described in **Appendix C**.

**C.1.1** All equipment, grounds, and facilities now existing within the current property boundaries of Lift Stations and WWTP:

BV Loops LS	423 ½ Buena Vista
Beach Ave LS	1513 Beach Avenue
Seacliff LS	112 Seacliff Terrace
Macklyn Cove LS	200 Macklyn Cove
Mill Beach LS	310 Mill Beach
WWTP Lab/PW	901 Wharf Street
Dawson Tract #1 LS	1675 Old Hwy 101
Dawson Tract #2 LS	17105 Pacific Heights
Dawson Tract #3 LS	96444 Shorwood Terrace PU
Dawson Tract #4 LS	17431 Park Spur
Dawson Tract #5 LS	17357 W. Ocean Drive
Constitution Way LS	215 N. Bank Chetco River Rd.
WWTP	901 Wharf WWTP
Riverview LS	6387 Riverview Drive
Cypress Cove LS	830 Chetco Point Terrace
Biosolids Storage & Thickening	907 Wharf Street

**C.1.2** All equipment, grounds, and facilities now existing within the current property boundaries of Water Treatment Plant and Pump Stations, except for anything below grade (subsurface) that is located outside the facility and pump station structures:

Pacific View Res PS	16972 Pacific View PS (Marina Heights)
Water Treatment	98115 NB Chetco Water Plant
Mt Drive #2 Res/PS	17294 Mountain Drive
1.5 MG Res PS	271 Marine Drive
Old County Concrete Tank	16903 Old County Rd.
Mt. Drive #3 Res/PS	17390 Mountain Drive
Dodge Ave #2 PS	90748 Dodge Avenue
Water Intake	99232 NB Chetco
Salmon Run drinking water system	99040 S. Bank Chetco River Road
Airport Reservoir	17398 Airport Road
Mt. Drive #1 Res/PS	17164 Mountain Drive
Mt. Drive #4 Res	17450 Mountain Drive
Pacific Terrace Res	1053 Marina Heights Loop
Seacrest Res/PS	1303. Seacrest Ln.
Tidewater Res	17301 LaBonte Ln.

Reservoir structures shall be the responsibility of the City with CH2M providing service as required to telemetry items only.

**C.1.3 As pertains to Salmon Run Golf Course, all equipment, grounds and facilities now existing within the drinking water treatment system including but not limited to wells, tanks, pressure tanks, filters and UV systems. CH2M will provide annual predictive and preventative maintenance and provide recommendations to the Owner or Owner's designee regarding proper maintenance and repairs of the irrigation pumps and pump controls within the irrigation pump building. Owner or Owner's designee shall solely operate the irrigation system. Annual predictive and preventative maintenance will be performed in conjunction with manufacturer's recommendations and standard industry practices.**

## **APPENDIX D - COMPENSATION, PAYMENT, AND BASE FEE ADJUSTMENT FORMULA**

### **D.1 COMPENSATION**

D.1.1 Owner shall pay to CH2M as compensation for services performed under this Agreement a Base Fee of One Million Five Hundred Eighty-Five Thousand Five Hundred Fifty-Four Dollars (\$1,585,554) inclusive of the fixed Sixty Thousand Dollars (\$60,000) per year Repairs limit set forth in D.1.2.01, for the contract year commencing \_\_\_\_\_, 2023 and concluding \_\_\_\_\_, 2033. Subsequent years' base fees shall be determined as hereinafter specified. For clarification purposes, when escalating the Base Fee, the fixed Repairs limit amount shall be excluded from the calculation.

D.1.1.01 The Base Fee includes the following cost incurred for the direct or indirect benefit of the Project: expenditures for Project management labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships, training and training supplies. Any limitations on these expenditures as set forth in Appendix D.1.2.

D.1.1.02 The services provided under this Agreement assume reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by Unforeseen Circumstances will be billed to the Owner for reimbursement.

#### **D.1.2 Limitations**

D.1.2.01 CH2M is responsible for Repairs and Maintenance under Seven Thousand Five Hundred Dollars (\$7,500) per repair event up to the annual Repairs Limit of Sixty Thousand (\$60,000). The annual limit includes a Ten Thousand Dollars (\$10,000) allocation for critical spare parts and a Ten Thousand Dollars (\$10,000) allocation for parts and equipment due to increase Repairs limit. Multiple repairs to a piece of equipment required to make it operational could be aggregated towards the \$7,500. Inspections related to facility and equipment service life, generators, and the WWTP outfall shall be considered a repair expense. CH2M shall provide City with a detailed invoice of Repairs over the annual Repairs Limit, and the City shall pay CH2M for all Repairs performed by CH2M in excess of such limit. CH2M shall rebate to City the entire amount that the cost of Repairs is less than the annual Repairs Limit. CH2M will ask for City's consent of any Repair expenditure over \$7,500.

### **D.2 CHANGES IN COMPENSATION**

D.2.1 Changes in the Base Fee will be negotiated annually, three (3) months prior to anniversary of the Commencement Date hereof. Base Fee adjustments will be negotiated taking into consideration expenditures for Project management labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil,

equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships, training supplies and other direct and indirect costs, as the basis of adjustment of the Base Fee. Owner and CH2M agree that good faith negotiations resulting in mutual agreement are the preferred methodology to be used to determine changes in the Base Fee. In the event that Owner and CH2M fail to agree, the Base Fee will be adjusted using the Base Fee Adjustment Formula shown in Appendix D.4. Upon each contract year renegotiation, CH2M shall continue to invoice Owner at the previous amount until written agreement between the Parties as to the new contract year Base Fee, upon which CH2M shall issue an invoice retroactively adjusting the previous contract year Base Fee amount.

D.2.2 The Repairs Limit shall be negotiated each year, three (3) months prior to anniversary of the Commencement Date hereof in accordance with Appendix D.2.1; should Owner and CH2M fail to agree, the Repairs Limit will be determined by the prior year's actuals Repairs Cost plus application of the Consumer Price Index (CPI) component of the Base Fee Adjustment Formula shown in Appendix D.4.

D.2.3 The Parties will negotiate compensation for Changes in Scope in accordance with Section 13.3.

### **D.3 PAYMENT OF COMPENSATION**

D.3.1 One-twelfth (1/12) of the Base Fee for the current year will be invoiced on the first of the month for each month that services are provided.

D.3.2 All other compensation to CH2M is due on receipt of CH2M's invoice and payable within fifteen (15) calendar days.

D.3.3 Owner shall pay interest at an annual rate equal to nine percent (9%), subject to limitation provided by law, on payments not paid and received within fifteen (15) calendar days. Interest will be calculated from the due date of the invoice.

D.3.4 In the event of a contested billing, Owner may only withhold the contested portion from payment. The Owner will pay CH2M the undisputed portion in accordance with Appendix D.3.2. Interest will accrue on any contested portion of the billing and shall be immediately payable if the contested billing is resolved in favor of CH2M. No interest will be due on any contested portion of the billing if the contested portion is mutually resolved.

### **D.4 BASE FEE ADJUSTMENT FORMULA**

$$ABF = BF \times AF$$

Where:

BF = Base Fee specified in Appendix D.1.1

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

AF =  $(CPI) + 1.02$

CPI = The twelve-month percent change (from October of the prior year to October of the current year) in the Consumer Price Index for All Urban Consumers: Water and Sewer and trash collection services (CUUR0000SEHG01) but not less than zero (0%).

## **APPENDIX E - PROJECT VEHICLES AND EQUIPMENT**

The Project includes all vehicles, rolling stock, and other equipment as follows:

<b><u>Year</u></b>	<b><u>Make</u></b>	<b><u>Model Description</u></b>	<b><u>Equipment/Vehicle ID No.</u></b>
2000	Ford	F350 4x4	1FDWF36SXYEE09619 / E212774
2006	Chevrolet	2500 Silverado 4x4	1GCHK24Y56E234975 / E235721
2007	Chevrolet	1500 Silverado 4x4	1GCEK19Z57E142235 / E237230
2014	Ram	1500 Tradesman	3C6JR7AG4EG235638 / E218746

**APPENDIX F – PERMITS**

DRAFT



## APPENDIX G – BILLING RATES

### City of Brookings Special Engineering Allowance Billing Rates for Small OMFS Scope

#### PERSONNEL

Labor will be invoiced by staff classification at the following hourly rates, which are valid through this contract expiration. Rates will be escalated annually starting January 1, 2024 and a new Special Engineering Allowance Billing rate sheet will be supplied with each annual amendment.

Staff Category Billing Rate Hourly (hourly)	Special Reduced Rate 2022	Special Reduced Rate 2023
Senior Advisor	\$265	\$275
Senior Project Manager	\$242	\$254
Project Manager/Sr. Engineer	\$230	\$241
Senior Project Engineer	\$220	\$231
Mid-Level Engineer/Sr. Technical Staff	\$200	\$210
Project Engineer	\$191	\$201
Technical Staff	\$182	\$191
Senior Technician	\$170	\$179
Resident Project Representative	\$170	\$180
Engineer/Editor	\$159	\$168
Staff Engineer 2	\$147	\$155
Technician 2	\$136	\$143
Staff Engineer 1/Scientist	\$124	\$131
Technician 1	\$111	\$117
Project Assistant/Project Accountant	\$100	\$106
Office	\$90	\$95
Intern	\$76	\$80

#### PROJECT EXPENSES

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

#### OUTSIDE SERVICES

Outside technical, professional, and other services will be invoiced at actual cost plus 5%.


# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 22, 2023

Originating Dept: Finance and Admin

Signature (submitted by)

  
City Manager Approval

---

Subject: Police vehicle purchase and outfitting

Recommended Motion:

Motion to authorize the purchase of seven police vehicles from Roberson Motors Inc. for \$294,942, the outfitting of these vehicles with Day Wireless for \$123,883, and to authorize the City Manager or Finance Director to enter into a financing agreement for these outfitted police vehicles.

Financial Impact:

\$418,825; annual payments were budgeted in the General Fund, Public Safety.

Background/Discussion:

The City has consistently purchased six vehicles every five years for the Police Department, and financed these over a five year period. This has allowed for a relatively equal expense annually, and the ability for the Police Department to maintain a reliable fleet of vehicles. Since 2018, we have added police officer positions, have purchased some used police vehicles from Oregon Tribal Governments, and are now increasing the rotation to seven vehicles, to maintain the fleet. The Council discussed during the budget process and direction was given to order the vehicles.

Roberson Motors Inc. has the State of Oregon Purchasing for these police vehicles at \$42,134.44 each; \$294,941.08 total. The Police Department solicited bids to outfit seven Dodge Durangos. The bids received were:

Day Wireless	\$ 17,697.45	\$ 123,882.15
Wire Works	\$ 18,051.63	\$ 126,361.41
LEHR	\$ 18,764.73	\$ 131,353.11

Staff recommends having police vehicles outfitted by Day Wireless, which is the low bidder, and they service out of Medford, as the other outfitters service out of Salem.

Attachment(s):

- Quote – Roberson Motors Inc.
- Quote – Day Wireless (outfitting)
- Quote – Wireworks (outfitting)
- Quote – LEHR (outfitting)

ROBERSON MOTORS INC  
3100 RYAN DR SE  
SALEM, OR 973015061

Configuration Preview

Date Printed: 2023-05-09 11:57 AM VIN:  
Estimated Ship Date: VON:

Quantity: 1  
Status: BA - Pending order  
FAN 1: 48979 State of Oregon  
FAN 2:  
Client Code:  
Bid Number: TB3107  
PO Number:

Sold to:  
ROBERSON MOTORS INC (61749)  
3100 RYAN DR SE  
SALEM, OR 973015061

Ship to:  
ROBERSON MOTORS INC (61749)  
3100 RYAN DR SE  
SALEM, OR 973015061

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	CW6	Deactivate Rear Doors/Windows	85
	LNF	Black Left LED Spot Lamp	610
	XCS	4 Additional Key Fobs	115
	ADL	Skid Plate Group	330
	4DH	Prepaid Holdback	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB3107	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595

Total Price: 47,145.

Order Type: Fleet  
Scheduling Priority: 1-Sold Order  
Salesperson:  
Customer Name:  
Customer Address: USA  
Instructions:

PSP Month/Week:  
Build Priority: 99

41709.<sup>00</sup>  
208.<sup>55</sup> Priv. tax  
216.<sup>89</sup> CAT  
42134.<sup>44</sup>

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



**Day Wireless Systems**  
**2240 Judson Street SE**  
**Salem OR 97302**  
**United States**

**Quotation# QO38964**

Page 1 of 3

**Date** 03/20/2023  
**Terms** NET 30-GOV  
**Expires** 04/19/2023  
**Representative** Todd Cox  
**Direct Phone** (541) 797-3085  
**E-Mail** tc Cox@daywireless.com  
**Shop Phone** (503) 581-2932  
**Customer Contact** Kelby McCrae  
**Contact Phone** (541) 469-3118  
**Project Name** Brookings PD (7) Patrol Cars

**Bill To**

Brookings, City of  
 898 Elk Dr  
 Brookings OR 97415-9699  
 United States

**Ship To**

Brookings, City of  
 898 Elk Dr  
 Brookings OR 97415-9699  
 United States

Quantity	Description	Rate	Amount
	Brookings PD - 2023 Dodge Durango - Patrol		
	***Vehicle Power***		
1	Ch27, with Smart Start timer and 20 foot outputs **MUST SPECIFY BRACKET**	615.00	615.00
1	Durango- Ch8, Ch15, or Ch27 brkt-open compartment in the rear driver's (left) side corner of the vehicle	0.00	0.00
	***Front of Vehicle Push Bumper and Lighting***		
1	PB450L4 Lighted Push Bumper w/Mpower *Red/Blue/White	881.00	881.00
	***Side Lighting***		
2	LED Light head, R/B(Grille/Side) *Mount in side rear window	126.00	252.00
	***Rear Lighting***		
2	Under Cover Insert - reverse light	83.00	166.00
3	12V 20/30 amp Spdt Relay	5.00	15.00
2	LED Lighthead, R/B - rear hatch window	126.00	252.00
1	Liberty II, WCX Series DUO LED lightbar 49" Lightbar Bundle	2,847.49	2,847.49
1	High Priority Low Profile LED Emitter	1,850.00	1,850.00
1	Whelen - Emitter Mount *order with lightbar Part#IJ795H	0.00	0.00
	***Siren Speaker***		
1	WHELEN 31 SER SIREN SPKR**MUST SPECIFY BRACKET**	185.00	185.00
1	Speaker Siren Bracket2013-2015 Dodge Durango	42.00	42.00
	***Graphics ***		
1	Graphics - will need proofs	700.00	700.00
	***Officer Area***		



Quotation# Q038964

Page 2 of 3

Date 03/20/2023

Day Wireless Systems  
2240 Judson Street SE  
Salem OR 97302  
United States

Quantity	Description	Rate	Amount
1	2021+ DURANGO CONSOLE - Dodge Durango PPV (2021+) 22" Police Equipment Console - Contour	498.00	498.00
1	Arm Rest- side mount	68.67	68.67
1	CENCOM/BLUEPRINT FACEPLATE	0.00	0.00
1	PM1500 Face Plate	0.00	0.00
1	12V Power Outlets in 2" Faceplate with Plastic Covers Item #: 425-6651	52.91	52.91
1	Pelican 8060 Tactical LEDBlack	185.00	185.00
1	Pelican 8063 Chg Base	45.00	45.00
1	CenCom CORE w/CANport ODB II interface *included in the lightbar bundle	0.00	0.00
1	WCX Rotary knob control head *included in the bundle	0.00	0.00
1	OBDII INSTALLATION KIT FOR 2021+Durango *included in the bundle	0.00	0.00
1	Dual T-Rail Universal XL lock with handcuff key override.  ***Spot Light***	432.34	432.34
1	6" Spotlight, LED, Black Head	299.00	299.00
1	Spot Light Mounting Kit  ***Radio Equipment***	29.95	29.95
2	0-960 MHz, 3/4" Brass Mt/NoConnector	18.00	36.00
1	144-152 1/4th Wave Antenna	12.90	12.90
1	RAIN CAP  ***Computer Equipment***	7.48	7.48
1	ntelliSkin® for Samsung Tab S2 9.7 Part#:RAM-GDS-SKIN-SAM19U	56.99	56.99
1	Locking Dock for Galaxy Tab - Tab S2 Part#RAM-GDSDOCKLV2SAM19U *limited availability part	115.00	115.00
1	Ram No-Drill Laptop Mount for '11-20 Dodge	250.00	250.00
1	RAM DBL SWING ARM 8" MALE9" FEMALE TUBE	99.00	99.00
1	Dual USB QC30. Blk Red Vlt DSP	29.91	29.91



Quotation# Q038964

Page 3 of 3

Date 03/20/2023

Day Wireless Systems  
2240 Judson Street SE  
Salem OR 97302  
United States

Quantity	Description	Rate	Amount
1	Poly center slider windoww/expanded	776.00	776.00
1	Gray ABS Transport Seat	1,494.40	1,494.40
1	Charcoal Gray ABS Floor Pan	203.20	203.20
1	WINDOW BARRIER VS STEELVERTICAL	251.21	251.21
1	5"X3" Interior LED	29.00	29.00
1	Misc Upfitting Supplies	125.00	125.00
1	Shipping	425.00	425.00
1	2111 UPFITTING LABOR	4,370.00	4,370.00
		Total	\$17,697.45

LEGAL NAME OF PURCHASER

P.O. NUMBER

AUTHORIZED SIGNATURE

DATE

By approving this quotation, the customer is agreeing to purchase the items listed in the quote. The customer will be invoiced for the items as they arrive at a DWS facility and is expected to pay according to the terms of the quote or Net30. If the customer cancels any part of the order, the equipment must be picked up from the DWS facility. Normally stocked items may be returned for a 20% restocking fee, but non-stock items are not eligible for return and must be picked up and paid for in full at the DWS facility. Shipping and handling charges, as well as any applicable sales tax, may be included on the invoices. The terms of the order are subject to credit review. This quote is subject to review by management for completeness and accuracy, and prices are firm for 30 days unless otherwise stated. If paying by card the processing fee will be charged up to 3.5% of the transaction.

\*Customers should reference the quotation number on any correspondence or purchase orders.\*

\*There may be a \$25 charge for insufficient funds and a 1.5% late fee may apply.\*





Wire Works LLC  
2525 Commercial ST NE  
Salem, OR 97301

# Estimate

Date	Estimate #
5/16/2023	15761

Brookings, City Of

A processing fee of 3.75% will be applied to all invoices paid with a credit card

		Job	P.O. No.	Rep
Item	Description	Qty	Rate	Total
	2023 Dodge Durango PPV			
Ch27.1.7	Fuse panel: 911 Circuits power distribution panel. 27 circuits, single stage timer, 7 foot. SPECIFY MOUNTING BRACKET	1	699.95	699.95T
CB150	Wire Works 150 amp manual resettable circuit breaker.	1	49.95	49.95T
WWPD-023	Wireworks circuit breaker bracket.	1	17.95	17.95T
BK2019DUR21	Push bumper: PB450L with Whelen lights for 2021 Dodge Durango	1	853.01	853.01T
	Grill lights: **Not needed with push bumper that already has lights installed**			
IONJ	Side cargo lights: Whelen ION series LED light head. Split Red/Blue.	2	94.38	188.76T
VTX9E	Reverse housings: Whelen Vertex DUO colored lighthouse. Blue/White	2	73.81	147.62T
IONJ	Rear hatch lights: Whelen ION series LED light head. Split Red/Blue.	2	94.38	188.76T
KBLB-KB023	Lightbar: ***Promo bundle: includes lightbar and siren controller*** Whelen Liberty II DUO Core Bundle include: Liberty II full duo 50" lightbar, C399 Core controller with choice of control head, OBDII data cable	1	2,814.46	2,814.46T
Thank you for the opportunity!		<b>Subtotal</b>		
		<b>Sales Tax (0.0%)</b>		
		<b>Total</b>		

Phone # 503-990-8750

Fax # 503-990-8034

www.wireworks.co



Wire Works LLC  
2525 Commercial ST NE  
Salem, OR 97301

# Estimate

Date	Estimate #
5/16/2023	15761

Brookings, City Of

A processing fee of 3.75% will be applied to all  
invoices paid with a credit card

		Job	P.O. No.	Rep
Item	Description	Qty	Rate	Total
795H	Includes strap kit #STPKT85	1	1,457.94	1,457.94T
IJ795HT	Whelen GTT Self-Contained LED IR Opticom™ Emitter.	1	78.65	78.65T
	Whelen Liberty II 795 mounting bracket			
	Siren:			
SA315P	Whelen Siren Speaker. 123db. 2 7/8 mounting depth.	1	180.29	180.29T
SAK1	Whelen universal mount bracket for the SA315P speaker. A4	1	0.00	0.00T
	Graphics:			
Graphics Material	Graphics Material and/or design. ***Based on customers information***	1	625.00	625.00T
	Center console:			
425-6655	Jotto Desk Dodge Durango PPV (2019+) 12" Contour Console	1	441.19	441.19T
425-6260	Jotto Desk universal arm rest upper structure assembly and pad.	1	53.07	53.07T
425-6101	Jotto Desk 4" faceplate for the Whelen Cencom controller.	1	0.00	0.00T
425-6130	Jotto Motorola PM1500 Radio - 3" Faceplate	1	0.00	0.00T
425-2969	Jotto Desk 3" faceplate with 3 12V power outlets.	1	32.11	32.11T
WWRA-006	Wireworks mc clip bracket	2	8.475	16.95T
VF4	40/60AMP relay	2	4.95	9.90T
	Flashlights:			
8060	Pelican 8060 LED flashlight	1	195.98	195.98T
75432	Streamlight Stinger LED HL - 12V DC	1	122.28	122.28T
	Siren controller:			
	Whelen CORE #C399 included in lightbar promo			
Thank you for the opportunity!			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
			<b>Total</b>	

Phone # 503-990-8750

Fax # 503-990-8034

www.wireworks.co





Wire Works LLC  
2525 Commercial ST NE  
Salem, OR 97301

# Estimate

Date	Estimate #
5/16/2023	15761

Brookings, City Of

A processing fee of 3.75% will be applied to all invoices paid with a credit card

		Job	P.O. No.	Rep
Item	Description	Qty	Rate	Total
GK10342UHKSV...	Gun lock: Setina Dual T-Rail Mount 2 X-Large, Handcuff Key Override - For all larger SUV, Trucks & Vans	1	448.99	448.99T
219030-0002 8972	Spotlight: Unity spotlight for 2020 Dodge Durango, black housing, Driver side Unity spot light install kit for 2020 Dodge Durango, driver ode	1 1	185.13 50.82	185.13T 50.82T
LARNMOKHFU...	Antennas: Larsen high frequency coax. RG58/U Dual Shield cable. 25 foot length. No connector.	2	24.95	49.90T
MHB1520 NMOCAPB	Maxrad 1/4 wave 152-162 MHz antenna. Black Larsen black NMO rain cap.	1 1	12.95 5.95	12.95T 5.95T
Misc	MDT: (The Mount Depot) RAM #RAM-GDS-SKIN-SAM19U	1	64.96	64.96T
Misc	RAM #RAM-GDS-DOCKL-V9-OMT2U	1	170.76	170.76T
Misc	RAM #RAM-VB-186	1	77.61	77.61T
Misc	RAM #RAM-VP-SW1-89	1	169.04	169.04T
IBR57	Metra DUAL USB WATER RESISTANT W/COVER	1	20.97	20.97T
Misc	Prisoner area: ProGard #PSSP6714D18A	1	842.89	842.89T
Misc	ProGard #S6705D18OSB	1	1,534.04	1,534.04T
Thank you for the opportunity!		<b>Subtotal</b>		
		<b>Sales Tax (0.0%)</b>		
		<b>Total</b>		

Phone # 503-990-8750

Fax # 503-990-8034

www.wireworks.co



Wire Works LLC  
2525 Commercial ST NE  
Salem, OR 97301

# Estimate

Date	Estimate #
5/16/2023	15761

Brookings, City Of

A processing fee of 3.75% will be applied to all invoices paid with a credit card

Job	P.O. No.	Rep

Item	Description	Qty	Rate	Total
Misc	ProGard # FP67D18	1	196.02	196.02T
WK0514DUR11	Setina Window Barrier VS Steel Vertical-Compatible with stock & TPO door panels. For 2011-2018 Dodge Durango.	1	243.17	243.17T
3SC0CDCR	Whelen 3" white LED dome light.	1	49.61	49.61T
Labor	Labor required to complete the build of a vehicle	49	95.00	4,655.00T
Shop Supplies	Shop supplies to complete job. Includes zip ties, connectors, loom, etc.	1	450.00	450.00T
Freight out	Freight costs to have product shipped.	1	650.00	650.00T

Thank you for the opportunity!

**Subtotal** \$18,051.63

**Sales Tax (0.0%)** \$0.00

**Total** \$18,051.63

Phone # 503-990-8750

Fax # 503-990-8034

www.wireworks.co



## Sales Quote

Page: 1

3925 Fairview Industrial Dr SE Salem, OR 97302  
Phone: 503-393-3910 Fax: 503-393-7265

Quote Number: 40186  
Document Date: 3/17/2023  
Terms: Net 30  
Payment Method:

Sell To: Brookings Police Department  
Kelby McCrae  
898 Elk Drive  
Brookings, OR 97415  
Phone: 541-469-3118

Ship To: Brookings Police Department  
Kelby McCrae  
898 Elk Drive  
Brookings, OR 97415  
Phone:

Ship Via  
Tax Ident. Type Legal Entity

Customer ID 5599  
SalesPerson Mike Ebel  
Campaign No.

### Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
	2023 Durango Patrol				
	Front End Equipment				
DR0004	GEN1 DURANGO HARNESS UNDERHOOD	Patrol Power	1	725.60	725.60
BK2019DUR21	PB450L4 LIGHTED PUSHBAR, IONS, 21 DURANGO	Setina	1	951.15	951.15
SA315P	SIREN SPEAKER 100W	Whelen	1	199.99	199.99
AA-DURANGO-SPKR-BRKT	GRILLE SPEAKER MNT BKT FOR DURANGO/RAM REPLACE SAK54	Misc Parts	1	49.00	49.00
L	LABOR CHARGES	Labor Items	1	617.50	617.50
	Side lighting				
ION8	ION SERIES LED LIGHTHEAD- BLUE - Side cargo LED	Whelen	1	104.99	104.99
IONR	ION SERIES LED LIGHTHEAD- RED - Side cargo LED	Whelen	1	104.99	104.99
L	LABOR CHARGES	Labor Items	1	190.00	190.00
	Roof mounted lighting				
IB8DEDE-LEHR	48" LIBERTY II DUO, RW/BW C&F, RA/BA REAR TA	Whelen	1	2,399.00	2,399.00
STPKT85	STRAP KIT DURANGO	Whelen	1	80.50	80.50
795H	EMITTER	Whelen	1	1,334.25	1,334.25
IJ795HT	795 MNT W/ TDS	Whelen	1	109.90	109.90
NMOKHFUD25	COAX CABLE	Misc Radio Parts	2	28.00	56.00
MHB1520	ANTENNA	Misc Radio Parts	1	17.95	17.95
MRC	RAIN CAP	Misc Radio Parts	1	14.95	14.95
MMGSK	NMO 3/4" GASKET	Misc Radio Parts	1	5.76	5.76
L	LABOR CHARGES	Labor Items	1	332.50	332.50
	Graphics				



## Sales Quote

Page: 2

3925 Fairview Industrial Dr SE Salem, OR 97302  
Phone: 503-393-3910 Fax: 503-393-7265

Quote Number: 40186  
Document Date: 3/17/2023  
Terms: Net 30  
Payment Method:

Sell To: Brookings Police Department  
Kelby Mccrae  
898 Elk Drive  
Brookings, OR 97415  
Phone: 541-469-3118

Ship To: Brookings Police Department  
Kelby Mccrae  
898 Elk Drive  
Brookings, OR 97415  
Phone:

Ship Via  
Tax Ident. Type Legal Entity

Customer ID 5599  
SalesPerson Mike Ebel  
Campaign No.

### Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
GRAPHICS	SUBLET GRAPHIC PACKAGES	Service Items	1	800.00	800.00
	Officer area				
425-6706	16" CONTOUR CONSOLE 21-* DURANGO	JottoDesk	1	725.83	725.83
425-1849	Side Mount Arm Rest for Wide Body AR/ZRT Console a	JottoDesk	1	134.21	134.21
425-3041	SINGLE CUPHOLDER EXTERNAL MOUNT	JottoDesk	1	64.39	64.39
425-6101	FACE PLATE 4" CENCOM	JottoDesk	1		
CCTL6	WeCanX ROTARY KNOB/SLIDE CONTROL HEAD	Whelen	1		
425-6130	FACE PLATE	JottoDesk	1		
AA-USB-R-CIG-1.5	1.5" 1 USB 2PWR	Auto Additions	1	14.00	14.00
CM216560	12V LIGHTER PLUG SOCKET & CAP	Havis	2	7.50	15.00
USBR12V2	DUAL 2.1A OUTPUT USB CHARGER W/LED & CAP	Misc Parts	1	26.00	26.00
AA-MP-DUR	MIC PLATE 2018-+ DURANGO W/ JOTTO CONSOLE	Misc Parts	2	24.95	49.90
8060	PELICAN 8060 TACTICAL LED FLASHLIGHT LG	Misc Parts	1	239.95	239.95
75432	STNGR LED HL DC	Streamlight	1	157.20	157.20
CANCTL6	CANTROL/CARBIDE ROTARY KNOB CONTROL HEAD	Whelen	1		
CC5K3	OBDII INSTALL KIT 18-* CHARGER/RAM 1500/DURANGO	Whelen	1	98.00	98.00
E-123	RELAY 30A - Ignition / Horn Ring	Misc Parts	2	9.95	19.90
GK10342UHKSVSCAXL	DUAL GUN MNT 2 UNIV XL LOCKS HK Key, Large Vehicle	Setina	1	415.65	415.65
	Computer equipment				
RAM-GDS-SKIN-SAM19U	INTELLISKIN FOR GALAXY TAB S2 9.7"	Ram Mounts	1	48.44	48.44
RAM-GDSDOCKLV2SAM19U	LOCKING DOCK FOR GALAXY TAB S2 9.7"	Ram Mounts	1	126.64	126.64
RAM-VB-186	MOUNT PLATE	Ram Mounts	1	57.79	57.79
RAM-VP-SW1-89	DBLE SWING ARM	Ram Mounts	1	125.79	125.79
USBR12V2	DUAL 2.1A OUTPUT USB CHARGER W/LED & CAP	Misc Parts	1	26.00	26.00





## Sales Quote

Page: 3

3925 Fairview Industrial Dr SE Salem, OR 97302  
 Phone: 503-393-3910 Fax: 503-393-7265

Quote Number: 40186  
 Document Date: 3/17/2023  
 Terms: Net 30  
 Payment Method:

Sell To: Brookings Police Department  
 Kelby Mccrae  
 898 Elk Drive  
 Brookings, OR 97415  
 Phone: 541-469-3118

Ship To: Brookings Police Department  
 Kelby Mccrae  
 898 Elk Drive  
 Brookings, OR 97415  
 Phone:

Ship Via  
 Tax Ident. Type Legal Entity

Customer ID 5599  
 SalesPerson Mike Ebel  
 Campaign No.

### Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
L	LABOR CHARGES	Labor Items	1	1,045.00	1,045.00
	Vehicle has Factory Bluetooth				
	Prisoner equipment				
PSSP6714D18A	POLY CENTER SLIDER WINDOW W/EXP METAL	Pro-Gard Products	1	986.85	986.85
S6705D180SB	ABS STD TRANSPORT SEAT W/REAR SCR N & OSB KIT	Pro-Gard Products	1	1,796.05	1,796.05
FP67D18	ABS FLOOR PAN 18 DURANGO	Pro-Gard Products	1	229.50	229.50
WK0514DUR11	WINDOW BARRIER STEEL VERTICAL 11-23 DURANGO	Setina	1	271.15	271.15
3SC0CDCR	3" ROUND COMPARTMENT LT WHITE	Whelen	1	63.70	63.70
L	LABOR CHARGES	Labor Items	1	712.50	712.50
	Back End Equipment				
C399	CENCOM CORE WCX CONTROL CENTER	Whelen	1	1,049.00	1,049.00
C399K3	OBDI CANPORT KIT CHARGER, DURANGO, RAM TRUCKS 2018 MY THRU CURRENT	Whelen	1		
AA-DURANGO-EQUIP-TRA	REAR EQUIPMENT TRAY FORWARD COMPARTMENT DURANGO	Misc Parts	1	69.95	69.95
VTX609B	VERTEX SUPER-LED LIGHT BLUE - Reverse housing	Whelen	2	84.99	169.98
E-123	RELAY 30A - backflash	Misc Parts	3	9.95	29.85
IONB	ION SERIES LED LIGHTHEAD- BLUE - Rear hatch window	Whelen	1	104.99	104.99
IONR	ION SERIES LED LIGHTHEAD- RED - Rear hatch window	Whelen	1	104.99	104.99
L	LABOR CHARGES	Labor Items	1	1,092.50	1,092.50
	Install				
INSTALL	INSTALL MATERIALS	Service Items	1	250.00	250.00
F	Shipping Charges	Service Items	1	350.00	350.00

Agency Approval

Name: \_\_\_\_\_

Auth. Signature: \_\_\_\_\_

Amount Subject to Sales Tax

0

Amount Exempt from Sales Tax

18,764.73

**Subtotal: 18,764.73**

Total Sales Tax: 0

**Total: 18,764.73**

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.