

**ARCH CAPE SANITARY DISTRICT
BOARD OF COMMISSIONERS MEETING**

Thursday April 18th, 2024. 6:00 PM

In-Person at the Firehouse and Zoom

<https://us02web.zoom.us/j/87369759588?pwd=RFFDRjZdFgrZFZOaFlxNlZxSndwQT09>

Arch Cape Sanitary District Meeting

- | | | |
|-----|--|-------|
| 1. | Call to Order | Casey |
| 2. | Public Comments | Casey |
| 3. | Agenda Approval (Action) | Casey |
| 4. | Approve March Minutes (Action) – Pg. 2-3 | Casey |
| 5. | Financial & Administrative Reporting | |
| | A. Accept March Budget & Balance Sheet - Pg. 4-6 | Casey |
| | B. Accept March Payment of Accounts - Pg. 7 | Casey |
| | C. Treasurer’s Report | Darr |
| 6. | Update on Audits | Tom |
| 7. | Adopt Resolution 2024-0418 “Local Contracting Rules” - Pg. 8-16 | Casey |
| 8. | Review Bids and Authorize Webb Ave Generator Purchase - Pg. 17-32 | Casey |
| 9. | Reports | |
| | A. Staff Report and Correspondence for Action - Pg. x | Matt |
| | B. Board Members’ Comments and Reports (March 2nd Community Forum) | All |
| 10. | April Meeting | All |
| | A. Budget Meeting May 9th, 4:00 pm | |
| | B. Other Items | |
| 11. | Public Comments | Casey |
| 12. | Adjournment | Casey |

Arch Cape Sanitary District Board Meeting Minutes

March 21, 2024

Pursuant to notice posted, a regular meeting of the Board of Directors was held via Zoom Arch Cape Fire Hall in Arch Cape, Oregon.

Present: Casey Short, Chair, Directors: Tom Mattia, Darr Tindall, Absent: Steve Hill, Mark Engberg
Staff: Matt Gardner, District Manager and Teri Fladstol, Administrative Assistant.

Call to Order at 7:30 pm by Casey Short

Public Comments: None

Agenda Approval: Motion made by Darr Tindall to accept agenda as presented; Second by Thomas Mattia; Motion Carried.

Accept February Minutes: Motion made by Darr Tindall to accept agenda as presented; Second by Thomas Mattia; Motion Carried.

Financial & Administrative Reporting: Accept February Budget & Balance Sheet – Casey asked questions regarding negative numbers for fees/taxes and professional fees that were moved to the correct to the appropriate line items; Accept February payment of accounts. Treasurer's Report: Reconciliations are done, and status is good.

EXECUTIVE SESSION: Meeting closed to public per Agenda. Session ended and back in meeting at 7:40 pm.

Current Budget Consideration – Chair will entertain a motion to approve paid leave for the District Operator through the end of the fiscal year in an amount not to exceed \$15,250 as to promote retention and loyalty particularly due to the narrow pool of qualified individuals. So moved by Darr Tindall, second by Thomas Mattia; Motion Carried.

Proposed On-Call Policy, Resolution, Settlement Agreements for a formal On-Call Policy.

Motion from Board to accept recommended amendments to Proposed On-Call Policy as follows:
Motion 1 – that Resolution 24-03 WD be approved which adopts the proposed On-Call Policy and develops an On-Call escalation Policy within 45 days to address situations where the District Operator is unable to respond to a call. So moved by Thomas Mattia, second by Darr Tindall; Motion carried.

Motion 2 – That the Arch Cape Sanitary and Water District pay the District Manager, Matt Gardner, \$41,471.47 plus appropriate PERS contributions from the Districts' reserve funds in exchange for a settlement and release of claims on-call time with the District Manager was employed as the District Operator. So moved by Darr Tindall, second by Thomas Mattia; Motion carried.

Motion 3 – That the Arch Cape Sanitary and Water District pay the District Operator, Logan Alexander, \$1,148.13 plus appropriate PERS contributions from the Districts' reserve funds in exchange for a settlement and release of claims on-call time from his start date through the present. So, moved by Darr Tindall, second by Thomas Mattia; Motion carried.

Motion 4 – That payment for back pay and legal expenses will be split 50%-50% between the Districts. So moved by Darr Tindall, second by Thomas Mattia; Motion carried.

Budget – Appoint Committee Members, Schedule, and Proposed Revisions

Motion by Thomas Mattia to appoint Joe Sherman be appointed to fill the vacant position with the term ending in 2024, Dale Mosby be appointed to fill the vacant position thru the term ending in June 2025, and Jeff Slemaker be appointed to the open 3-year position that ends in 2026; second by Darr Tindall; Motion carried. Review of schedule and contact will be made to all Budget Committee members.

Review of Personnel Policies: Chair asked the Board to consider reviewing policies and this month we will look at the memo attached in the packet. If there are any items of discussion, let us add them – some of which the Water District added last month in their meeting, and we will need to update next month. We will look at historical documents to see what currently exists for pay rates, travel, etc. Teri and Darr will work to gather those documents for review next month.

Thomas Mattia: Asked about the information for donations that will give community members the opportunity to donate if they wish to some of our needs (IT needs for instance).

Review of Purchasing Rules: Chair discussed the newly adopted Purchasing & Contracting rules and his discussion with the District’s Legal Counsel, Eileen Eakins to bring our policies into alignment with her guidance.

Reports – Staff & Board Members

Matt Gardner asked for questions on the Staff Report – no further comments.

April Meeting:

Tax ID # and Relevant Information for tax deductions (Darr mentioned estate planning) and make that available to the community.

Update the purchasing policy.

Budgeting

Public Comments: None

There being no further business, Motion by Darr Tindall to adjourn the meeting. Second by Thomas Mattia, Motion Carried. Meeting adjourned at 8:30 pm.

Respectfully Submitted

Attest:

Teri Fladstol, Secretary

Casey Short, President

ARCH CAPE SANITARY DISTRICT - BUDGET VS ACTUAL GENERAL FUND
FISCAL YEAR July 1, 23 to June 30, 24

RESOURCES								
	Budget	1st Qtr	2nd Qtr	Jan-24	Feb-24	Mar-24	Spent	% Left
Beginning Balance	\$ 190,752	\$ 190,752	\$ 190,752	\$ 190,752	\$ 190,752	\$ 190,752	\$ 190,752	
REVENUE								
Base Rate Meter Sales	\$ 354,000	\$ 95,365	\$ 74,589	\$ 28,192	\$ 25,433	\$ 29,568	253,146	28%
Overage/Excess Usage	\$ 17,700	\$ 6,217	\$ 18,219	\$ 844	\$ 346	\$ 165	25,791	-46%
Debt Service	\$ 38,232	\$ 9,965	\$ 8,847	\$ 2,867	\$ 2,665	\$ 3,197	27,541	28%
WD Facilities Use Charge	\$ 3,750					\$ 3,750	3,750	
Miscellaneous Income	\$ -							
LGIP - Interest	\$ -	\$ 3,233	\$ 5,653	\$ 1,900			10,786	
TOTAL REVENUE	\$ 413,682	\$ 114,781	\$ 107,307	\$ 33,802	\$ 28,444	\$ 36,680	\$ 321,014	
TOTAL RESOURCES	\$ 604,434	\$ 305,533	\$ 298,059	\$ 224,554	\$ 219,196	\$ 227,432	\$ 511,766	15%
REQUIREMENTS								
EXPENDITURES								
MATERIALS & SERVICES								
Inter-Govern Agreement (IGA)	\$ 157,500	\$ 17,996	\$ 41,923	\$ -	\$ 29,432		89,351	43%
TOTAL IGA	\$ 157,500	\$ 17,996	\$ 41,923	\$ -	\$ 29,432	\$ -	\$ 89,351	
	Budget	1st Qtr	2nd Qtr	Jan-24	Feb-24	Mar-24	Spent	% Left
Liability & Property Insurance	\$ 16,100			\$ 15,905			15,905	1%
Licenses	\$ 3,500			\$ 3,190			3,190	9%
Dues & Taxes	\$ 1,200	\$ 59	\$ 5,879	\$ (3,182)	\$ 8	\$ 8	2,773	-131%
Professional Services	\$ 5,000	\$ 18,755	\$ 10,695	\$ (29,450)		\$ 508	508	90%
Auditing Service	\$ 10,000				\$ 9,000		9,000	10%
Legal Services	\$ 5,000		\$ 203	\$ 750	\$ 63	\$ 36	1,052	79%
Notices	\$ 700		\$ 5	\$ (5)				100%
Utilities	\$ 46,000	\$ 9,107	\$ 10,826	\$ 4,383	\$ 4,614	\$ 4,290	33,220	28%
Emergency Sanitation	\$ 500							100%
Maintenance	\$ 115,489	\$ 11,758	\$ 13,752	\$ 4,731	\$ 14,268	\$ 2,222	46,731	60%
Chemicals	\$ 7,000				\$ 2,801		2,801	60%
TOTAL MATERIALS & SERVICES	\$ 210,489	\$ 39,680	\$ 41,359	\$ (3,677)	\$ 30,754	\$ 7,064	\$ 115,179	45%

	Budget	1st Qtr	2nd Qtr	Jan-24	Feb-24	Mar-24	Spent	% Left
DEBT SERVICE & SURCHARGES								
Debt Serv-IFA Plant Upgrade [P]	\$ 16,163		\$ 16,163				16,163	0%
Debt Serv-IFA Plant Upgrade [I]	\$ 3,156		\$ 3,156				3,156	0%
Debt Serv-IFA Y13002 Plant Upgrade [P]	\$ 13,179		\$ 13,179				13,179	0%
Debt Serv-IFA Y13002 Plant Upgrade [I]	\$ 6,205		\$ 6,205				6,205	0%
TOTAL DEBT SERVICE	\$ 38,702	\$ -	\$ 38,702	\$ -	\$ -	\$ -	\$ 19,319	
TOTAL EXPENDITURES	\$ 406,691	\$ 57,675	\$ 121,984	\$ (3,677)	\$ 60,186	\$ 7,064	\$ 223,849	55%
CONTINGENCY & UNAPPROPRIATED BALANCE								
Contingency	\$ 54,735							
Unappropriated Balance	\$ 143,008							
TOTAL CONTINGENCY & UNAPPROPRIATED BALANCE	\$ 197,743	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL REQUIREMENTS:	\$604,434	\$57,675	\$121,984	-\$3,677	\$60,186	\$7,064		
CAPITAL FUND								
	Budget	1st Qtr	2nd Qtr	Jan-24	Feb-24	Mar-24	Spent	% Left
RESOURCES								
Beginning Balance	\$191,275	\$191,275	\$191,275	\$191,275	\$191,275	\$191,275	\$191,275	100%
REVENUE								
SDC Revenue	\$19,698	\$19,411			\$9,849	\$9,849	\$39,109	-99%
TOTAL REVENUE	\$19,698	\$19,411	\$0	\$0	\$9,849	\$9,849	\$39,109	
TOTAL RESOURCES	\$210,973	\$210,686	\$191,275	\$191,275	\$201,124	\$201,124	\$230,384	-9%
REQUIREMENTS								
	Budget	1st Qtr	2nd Qtr	Jan-24	Feb-24	Mar-24	Spent	% Left
EXPENDITURES								
Webb Lift Station	\$55,000			29,450		1,550	\$31,000	44%
TOTAL EXPENDITURES	\$55,000	0	0	29,450	0	1,550	\$31,000	
CONTINGENCY & UNAPPROPRIATED BALANCE								
Contingency	\$155,973							
Unappropriated Balance								
TOTAL CONTINGENCY & UNAPPROPRIATED BALANCE	\$ 155,973							
TOTAL REQUIREMENTS:	\$210,973	\$0	\$0	\$29,450	\$0	\$1,550		

GO BOND DEBT								
	Budget	1st Qtr	2nd Qtr	Jan-24	Feb-24	Mar-24	Spent	% Left
RESOURCES								
Beginning Balance	\$15,426						15,426	
REVENUE								
Tax Turnover - SD GO Bond	\$144,600		130,392		931	4,473	134,865	7%
LGIP - Interest	\$0	3,860		2,582		1,706	8,148	
TOTAL REVENUE	\$ 144,600	\$ 3,860	\$ 130,392	\$ 2,582	\$ 931	\$ 6,178	\$ 143,013	1%
TOTAL RESOURCES	\$160,026	\$3,860	\$130,392	\$2,582	\$931	\$6,178	\$158,439	
REQUIREMENTS								
EXPENDITURES								
DEBT SERVICE & SURCHARGES								
Debt Serv-USDA Loan#92/02 [P]	\$ 121,464				\$ 121,464		121,464	
Debt Serv-USDA Loan #92/02 [I]	\$ 23,136				\$ 23,136		23,136	
TOTAL DEBT SERVICE	\$ 144,600	\$ -	\$ -	\$ -	\$ 144,600	\$ -	\$144,600	0%
TOTAL EXPENDITURES	\$ 144,600	\$ -	\$ -	\$ -	\$ 144,600	\$ -	\$144,600	0%
CONTINGENCY & UNAPPROPRIATED BALANCE								
Contingency	\$15,426							
Unappropriated Balance								
TOTAL CONTINGENCY & UNAPPROPRIATED BALANCE	\$ 15,426	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
TOTAL REQUIREMENTS:	\$160,026	\$0	\$0	\$0	\$144,600	\$0	\$144,600	

Type	Num	Date	Name	Account	Paid Amount
Check	EFT	03/01/2024	OSU Soil Health Laboratory	01-6000 · Materials & Services	-70.00
Check	9144	03/02/2024	Spectrum Business	01-6110 · Utilities	-259.96
Check	9163	03/11/2024	VOID		0.00
Check	9165	03/11/2024	Morgans Resource Management	01-6106 · Professional Services	-507.50
Check	9166	03/11/2024	Pacific Power	01-6110 · Utilities	-4,029.78
Check	9167	03/11/2024	Local Governement Law Group, PC	01-6108 · Legal Services	-36.20
Check	9168	03/11/2024	NAPA Auto Parts	01-6200 · Maintenance	-54.99
Check	9169	03/11/2024	General Utilities Co	01-6200 · Maintenance	-1,260.00
Check	EFT	03/19/2024	Amazon	01-6200 · Maintenance	-14.99
Check	EFT	03/21/2024	Clatsop County Planning	01-6200 · Maintenance	-85.00
Check	9170	03/21/2024	USA BlueBook	Lab Tests & Supplies	-312.41
Check	9171	03/21/2024	Curran McLeod	01-7000 · Capital Outlay - General Fund	-1,550.00
Check	9172	03/21/2024	Inland Environmental Resources	Corrective Maintenance	-412.78
Check	EFT	03/22/2024	Google	01-6200 · Maintenance	-1.99
Check	EFT	03/22/2024	Microsoft	01-6105 · Dues & Taxes	-8.25
Check		03/31/2024	1st Security Bank	01-6200 · Maintenance	-10.00

ARCH CAPE SANITARY DISTRICT

RESOLUTION #2024-0418

ADOPTING LOCAL PUBLIC CONTRACTING RULES AND PROCEDURES

WHEREAS, Arch Cape Sanitary District (“District”) is an Oregon special district which is subject to Oregon’s public contracting laws; and

WHEREAS, ORS 279A.065(5) provides that a local contracting agency may adopt its own rules of procedure for public contracting that:

- (A) Specifically state that the Oregon Attorney General’s Model Public Contracting Rules (“Model Rules”) do not apply to the contracting agency; and
- (B) Prescribe the rules of procedure that the contracting agency will use for public contracts, which may include portions of the model rules adopted by the Attorney General; and

WHEREAS, the District desires to update its local contracting rules to clarify contracting procedures and reflect changes in state law;

NOW, THEREFORE, BE IT RESOLVED, that:

1. This Resolution #2024-_____ replaces in full Resolution #_____.
2. Except as otherwise provided herein, the District hereby adopts the Model Rules as the contracting rules for the District, as such Model Rules now exist or are later modified.
3. The District adopts the public contracting rules described in Exhibit A, which is attached to this Resolution and incorporated herein by reference. The Rules described in Exhibit A shall be in addition to, and shall supersede any conflicting provisions, in the Model Rules.
4. The District shall regularly review changes in the Public Contracting Code and the Model Rules to ensure that the Exhibit A Rules are consistent with current law.

APPROVED AND ADOPTED on _____.

Board Chair

ATTEST:

District Secretary

ARCH CAPE SANITARY DISTRICT RESOLUTION #2024-**EXHIBIT A****PUBLIC CONTRACTING RULES AND PRODECURES**

(A) **Solicitation Requirements.** In addition to any other requirements for solicitations required by law, all requests for proposals or invitations to bid shall include the following requirements:

- (1) Pursuant to ORS 279A.110, the bidder or proposer shall certify in the bid or proposal that the bidder or proposer has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract.
- (2) Pursuant to ORS 279A.167, the bidder or proposer shall certify that the bidder or proposer has completed Pay Equity Training provided by the Oregon Department of Administrative Services.

(B) Personal Services.

- (1) **Definition.** "Personal Services" shall be defined to include those services that require technical, creative, professional, or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. Such services shall include but are not limited to: architects; engineers; surveyors; attorneys; accountants; auditors; computer specialists; artists; designers; performers; GIS specialists; grant writers; project managers; program managers; and consultants.
- (2) **Contracts for Personal Services other than Architectural, Engineering, Surveying, and Related Services.**
 - (a) A contract for ongoing services, such as but not limited to, accountants; attorneys; auditors; computer specialists; grant writers; project managers; program managers; and consultants; can be awarded on a non-competitive direct appointment basis. Criteria such as past performance, experience, credentials, etc., should be weighed when selecting a contractor.
 - (b) A contract for services with a discrete timeline and/or scope of work totaling less than \$50,000 in either a calendar or fiscal year, may be awarded by direct appointment, without competitive bidding.
 - (c) A personal services contract for services with a discrete timeline and/or scope of work totaling between \$50,000 and \$100,000 in either a calendar or fiscal year, may

be awarded after obtaining at least three informal quotes, according to the procedures for Intermediate Procurements described in ORS 279B.070.

- (d) A personal services contract for services with a discrete timeline and/or scope of work, totaling more than \$100,000 in either a calendar or fiscal year shall be awarded using competitive sealed proposals as provided in ORS 279B.060, unless exempted from competitive bidding by resolution of the District's Local Contract Review Board ("LCRB") according to the requirements of ORS 279B.085.
 - (e) Personal services contracts existing on the effective date of these Rules may be extended by direct appointment, without competitive bidding.
- (3) **Contracts with Architects, Engineers, Land Surveyors, Photogrammetrists, and Related Services.**
- (a) A contract for Architectural, Engineering, Surveying, or Photogrammetry services may be entered into by direct appointment if such contract is estimated not to exceed \$100,000 in a calendar year or fiscal year; or if the project described in the contract consists of work that has been substantially described, planned or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under these Rules, and the new contract is a continuation of that project.
 - (b) Unless otherwise provided in this Section, contracts for Architectural, Engineering, Surveying, or Photogrammetry shall be awarded according to the procedures for competitive proposals described in ORS 279B.060, ORS 279C.110, ORS 279C.120, and these rules.
 - (c) All contracts for Architectural, Engineering, Surveying, Photogrammetry, or Photogrammetry services of \$100,000 or more shall be entered into using qualification-based selection ("QBS"), consistent with ORS 279C.110.

The District may consider pricing proposals of three top-ranked consultants, provided the solicitation document states what factors will be used to evaluate proposals, including pricing information. The weight given to a price proposal may not exceed fifteen percent (15%) of the total score.

- (d) Screening and selection procedures for contracts described in subsection (3)(c) may include considering each candidate's:
 - Specialized experience, capabilities and technical competence, which the candidate may demonstrate with the candidate's proposed approach and methodology to meet the project requirements;

- Resources committed to perform the work and the proportion of the time that the candidate’s staff would spend on the project, including time for specialized services, within the applicable time limits;
 - Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration;
 - Ownership status and employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses;
 - Availability to the project locale;
 - Familiarity with the project locale; and
 - Proposed project management techniques.
- (e) If the screening and selection procedures under subsection (3)(d) result in a determination that two or more candidates are equally qualified, the District may select a candidate through any process that is not based on the candidate’s pricing policies, proposals or other pricing information.
- (f) As defined in ORS 279C.100(8), “Related Services” means personal services, other than Architectural, Engineering, Surveying, or Photogrammetry services, that are related to planning, designing, engineering or overseeing public improvement projects or components of public improvement projects, including but not limited to landscape architectural services, facilities planning services, energy planning services, space planning services, hazardous substances or hazardous waste or toxic substances testing services, cost estimating services, appraising services, material testing services, mechanical system balancing services, commissioning services, project management services, construction management services and owner’s representation services or land-use planning services.
- (g) As authorized in ORS 279C.120 and these Rules, in the sole discretion of the Board the District may select consultants to perform Related Services in either of the following ways:
1. In accordance with procedures for contracts for Architect, Engineer, Surveying, or Photogrammetry contracts under this Section 3; or
 2. Regardless of the size of the contract, through a formal or informal process that considers price competition, price and performance evaluations, an evaluation of the capabilities of bidders to perform the needed related services or an evaluation of the capabilities of the bidders to perform the needed related

services followed by negotiations between the parties on the price for those related services.

(C) Delegation.

- (1) Except as otherwise provided in these rules, the powers and duties of the LCRB under the Public Contracting Code must be exercised and performed by the District's Board of Directors.
- (2) Unless expressly limited by the LCRB or these Rules, all powers and duties given or assigned to contract agencies by the Public Contracting Code may be exercised or performed by the District without further approval of the District's Board of Directors.
- (3) The District Manager shall have the authority to approve any public contract, including Public Improvement projects, of \$25,000 or less in a fiscal year or calendar year, provided the amount of such contract and the purpose therefor is clearly stated in the District's adopted budget.
- (4) Public contracts that exceed \$25,000 in either a fiscal year or calendar year must be approved by the District Board.

(D) Advertising.

- (1) Advertisements for Public Improvement projects of \$100,000 or more must be published at least once in a newspaper of general circulation in the area where the contract is to be performed.
- (2) If a Public Improvement contract is estimated to exceed \$125,000 in price, the project also must be advertised in at least one trade newspaper of general statewide circulation.
- (3) Public improvement contracts of \$50,000 or more are subject to prevailing wage requirements. The advertisement and the solicitation for a Public Improvement must state whether the project type is subject to Prevailing Wage Rates (ORS 279C.800 through ORS 279C.870) or the Davis Bacon Act (ORS 279C.360).
- (4) If a site visit is required for a Public Improvement contract, a statement to that effect containing the date, time, and location of the site visit will be included in the solicitation.
- (5) Advertisements for contracts that are not public improvements and are not Small or Intermediate Procurements must be published at least once in at least one newspaper of general circulation in the area where the contract is to be performed, or electronically (on local and/or state websites) if doing so is likely to be cost-effective.

The form of advertisement(s) should foster competition among bidders or proposers as much as possible.

- (6) Advertisements must be given at least seven (7) days before the solicitation closing date.
- (7) In addition to advertising requirements, Contract Officers may also directly notify a contractor(s) of an upcoming contract.

(E) **Licensing, Bonding, Insurance.**

- (1) For Public Improvement projects, all contractors as defined by ORS 701.005(5)(a) & (e) must be licensed with the Construction Contractors Board (CCB), regardless of project type or contract amount. Contracts over \$250,000 require a commercial license.
- (2) All contractors working on a Public Improvement project must be bonded and insured at least to the minimum amounts required by the CCB.
- (3) All contractors submitting bids for a public improvement contract of \$100,000 or more are required to submit bid security for five percent (5%) of the amount of the bid.
- (4) All contractors awarded a contract for a public improvement contract of \$100,000 or more are required to provide separate performance and payment bonds, each for one hundred percent (100%) of the contracted amount.

(F) **Small Procurements (Under \$25,000).**

- (1) Public contracts for Procurements and Public Improvements that are under \$25,000 are not subject to competitive bidding requirements. The District shall make a reasonable effort to obtain competitive quotes in order to ensure the best value for the District.
- (2) The District may amend a public contract awarded as a small procurement beyond the maximum limit in accordance with OAR 137-047-0800, provided the cumulative amendments do not increase the total contract price by a sum that is greater than twenty-five percent (25%) of the original contract price.
- (3) Whenever possible, agreements for small procurements shall be in writing.

(G) **Intermediate Procurements.**

- (1) A contract for procurement of goods, or for services which are not Professional Services, estimated to cost between \$25,000 and \$250,000 in a calendar year or fiscal year, or a contract for a Public Improvement project that is estimated to cost between

\$25,000 and \$100,000 in a calendar year or fiscal year, may be awarded according to the processes for intermediate procurements described in ORS 279B.070.

- (2) Written records must be kept of the process used for an intermediate procurement, including the specifications for the work to be performed, the contractors from whom quotes were requested, and written quotes received in response to the request.
- (3) Public Improvement contracts advertised or awarded under this section must still comply with all statutory requirements, including those related to the payment of prevailing wages for public improvements of \$50,000 or more.
- (4) Public Improvement contracts solicited through this section must follow applicable advertising requirements established in Section (D) of this Resolution.

(H) **Methods for Awarding Contracts Using Request for Proposals (RFPs).**

- (1) In making an award using the Request for Proposal process outlined in ORS 279B.060, the District may use any evaluation method determined to be most appropriate for the selection process, including but not limited to the processes described in ORS 279B.060(8). The evaluation process(es) must be stated in the RFP. OAR 137-047-0261 shall apply to the evaluation of proposals.
- (2) Requests for Proposals solicited through this section must follow the advertising requirements in Section (D) of this Resolution.

(I) **Public Improvement Contracts.**

- (1) Except as provided in these Rules, all Public Improvement contracts shall be advertised and awarded according to the requirements of the Oregon Revised Statutes (ORS) chapter 279C.
- (2) “Public Improvement” means a project for construction, reconstruction, or major renovation on real property by or for the District. “Public Improvement” does not include:
 - (a) Projects for which no funds of the District are directly or indirectly used, except for participation that is incidental or related primarily to project design, management, or inspection.
 - (b) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.
- (3) Solicitation for Bids must comply with the advertising requirements established in Section (D) of this Resolution, as well as all applicable requirements of ORS 279C.365 through ORS 279C.414 and 279C.830.

- (4) All announcements for a Public Improvement project must:
- (a) Describe the public improvement contract;
 - (b) State the address and/or website where the specifications for the project may be reviewed;
 - (c) Specify the date that prequalification applications must be filed under ORS 279C.430 and the class or classes of work for which bidders must be prequalified if prequalification is a requirement;
 - (d) State the date and time after which bids will not be received, which must be at least seven (7) days after the solicitation was posted and/or published;
 - (e) State the name and title of the person designated to receive the bids; and
 - (f) State the date, time, and place where the District will publicly open the bids.
- (5) Specifications for Public Improvement contracts may not expressly or implicitly require any product by any brand name or mark, nor the product of any particular manufacturer or seller, unless the Local Contract Review Board has exempted the product from competitive bidding after making the following written findings:
- (a) It is unlikely that the exemption will encourage favoritism in the awarding of the Public Improvement contracts or substantially diminish competition for Public Improvement contracts;
 - (b) The specification of a product by brand name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings to the contracting agency;
 - (c) There is only one manufacturer or seller of the product or the quality required; or
 - (d) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies. [ORS 279C.345].
- (6) The District may perform Public Improvement projects using in-house personnel and resources, in accordance with the requirements of ORS 279C.305 through ORS 279C.310.
- (7) Contracts for Public Improvement projects shall comply with all applicable requirements of ORS 279C.500 through ORS 279C.590 and ORS 279C.800, *et seq.*



(J) Emergency Contracts.

- (1) “Emergency” shall be defined as follows: “Circumstances that (a) could not have reasonably been foreseen; (b) create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare or safety; and (c) require prompt execution of a contract to remedy the condition.”
- (2) **The Board Chair and the District Manager each** have the authority to determine when emergency conditions are sufficient to warrant an emergency contract and shall so declare in writing. The nature of the emergency shall be documented in writing prior to executing the contract, or as soon as possible thereafter.
- (3) Pursuant to ORS 279B.080, the Board Chair or District Manager may make, or authorize others to award a public contract in an emergency, including dispensing with competitive bidding if time is of the essence. The method used for the selection of the contractor shall be documented in writing as soon as is practicable and made part of the District’s files.

(K) Disposal of Surplus Property.

- (1) “Surplus Property” is defined as any personal property of the District that has been determined by the District Manager or the Board of Directors as being of no use or value to the District.
- (2) Disposal of surplus property must be approved by formal board motion.
- (3) Once board approval has been made, the District Manager or a designee named in writing may dispose of surplus property in the manner that is, in the discretion of the District’s Board, deemed most advantageous to the District or the community at large.

PETERSON**CAT**[®]**Project #:** 240177 - Arch Cape Sanitary -
Webb Ave Pump Station**Quote #:** 31316272**Revision:** 2**Date:** April 1, 2024

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

I am pleased to quote as follows:

Item	Qty	Description	Unit Price	Ext. Price
1	1	60kW Outdoor packaged standby diesel generator set 277/480 volts, three phase, 60hz, 1800 rpm, including: UL2200 IBC Seismic Certification EPA Certified for Stationary Emergency Use GCCP 1.2 Control Panel with output expansion module and Modbus RS-485 NFPA 110 Local Alarm Panel Product Link 4G-LTE Telematics with CAT Remote Asset Monitoring Circuit Breaker(s) 1 x 100 amps 100% Rated Main Breaker, LSI with shunt trip and aux contacts PMG Excitation Jacket Water Heater Anti-condensation alternator winding space heater, unit mounted Muffler and Flex - Provided by Harco Mfc. DC Charging Alternator Starting Motor AC Battery Charger Starting Batteries w/ Rack Seismic Vibration Isolators (1) Remote E Stop shipped loose 2 Year Standard Manufacturers Warranty Package Genset Test Operation and Maintenance Manuals Freight: FOB Jobsite Off loading, crane, rigging and installation by others Fuel provided by others	\$53,000.00	\$53,000.00

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3	1	Base Tank – UL 142 type 255 gallons, 242 usable gallons, 49 hours run time at 100% load, 5 gal spill containment w/ overflow protection Includes Extended Vents - Shipped loose, installed by others	-	Included
4	1	Automatic Transfer Switch, Service Entrance Rated 200 Amp, 3 pole, NEMA 1 Open Transition Lead Time: 12-16 weeks	-	Included
5	1	Start Up, Testing, and Commissioning Services Genset start-up, testing and commissioning services ATS startup combined with generator startup, separate dedicated trips are charged at an additional hourly charge. Performed during regular business hours Standard start up includes: fuel alarm setup, interconnect wiring verification 2 hour, 1.0 PF Load Bank Test w/50' cable standard length Fuel not included	-	Included
6	1	Training 2 hours on site session w/ owner's representatives during regular business hours	-	Included
BASE BID – Subtotal F.O.B jobsite less sales tax				\$53,000.00

Pricing based on Q3-Q4, 2024 Delivery. Add 1% escalation per month for later delivery estimate.**Quote Valid for 14 days - Quote subject to price increase after 14 days**



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Optional Adders & Deducts

Item	Qty	Description	Unit Price	Ext Price
1	1	Extended Service Coverage , Platinum Level, 5 years, 2500 hours	Included	Free of Charge
		Customer Value Agreement (CVA) An Annual Service includes a full inspection of each unit and a full service, which includes; the replacement of engine oil, oil filters, and fuel filters. * Quoted for normal working hours (Mon-Fri 7am to 3:30pm) * Access to equipment is on ground level within 50 ft. of Service Truck. * Services are quoted for One Technician, 1mW and below. * Travel is included within 30 miles radius of Peterson Shop or dispatch location, including minimum fuel surcharge. * Annual Servies to include Peterson PM Checklist found on CAT Inspect App. *Includes pricing for Oil Sample in Annual Service pricing. Important Note: Additional charges will apply for generator sets and engines located more than 50 ft from Peterson service truck or located on floors above or below the service truck. Additional charges will apply to a location more than 30 miles from a Peterson Power facility. **Less Sales Tax**		\$792.50

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

- (N) Automatic Transfer Switches (ATS) are not service entrance rated
- (N) Fuel not included
- (N) Coordinated breakers are not provided at time of quoting - Upcharges could apply if required
- (N) Product Link with Caterpillar Remote Asset Monitoring is included at no extra charge and no monthly fee.
- (N) Muffler provided by Harco Mfc.
- (N) Fuel tank vent tube provided and installed by Others.
- (N) Jacket Water Heater, Alternator Heater, and Battery Charger come mounted to the generator isolated from vibration.
- (N) Jacket Water Heater, Alternator Heater, and Battery Charger are connected & protected via 1 incoming shore power connection in the control panel box.

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

Length	Width	Height
98"	40"	104"

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

Approx 3,300

Equipment Available: Estimated weeks after submittal approval

Approx 16-18

Submittal Availability: Estimated 4 - 6 weeks

PETERSON

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Freight: FOB Jobsite. Off loading, crane, rigging, and installation by others

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

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

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



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Quote Term, Scope:

The Quote is valid for 14 days. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only.

SPECIAL NOTE ON COMMODITIES COSTS

Due to the increasing cost of commodities, (steel and copper) Peterson is making the following changes to our terms effectively immediately. Quote validity is 14 days.

Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements.

Be assured that Peterson is working diligently to manage costs and lead times. Our entire staff is focused on managing our way thru these volatile times. Your sales rep or project manager is the best source for accurate up to the minute information.

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

Sincerely,

Patrick Tavares
PPSI Sales Rep
(541) 246-0925

Accepted By:

Signature

Date

Printed Name

Company Name

Purchase Order #



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Standard Commercial Terms and Conditions

- 1 **Conditions.** These Terms and Conditions (collectively, "Terms") together with the Quote, Sales Order and/or Credit Application on the front side, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in this Agreement and Peterson Power Systems, Inc. ("Peterson") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ("Equipment") identified in this Agreement.
- 2 **Quote Term, Scope:** The Quote is valid for 14 days. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, fuel, or permits unless otherwise stated.
- 3 **Order and Delivery of Equipment.** Any and all references to dates or delivery are for planning and scheduling purposes only. No guaranty is stated or implied, retention and or back charges are expressly excluded. All orders for equipment are subject to credit approval, which is subject to final acceptance by Company in its sole discretion. Peterson will exercise commercially reasonable efforts to meet any performance dates set forth in the Agreement, but Customer understands and agrees that any such dates are estimates only and failure by Peterson to deliver any equipment by such date shall not be deemed a breach of the sales agreement. Company will have no liability for any loss associated with the delay in the delivery of equipment, additionally, Peterson will not be deemed in breach of its obligations under this Agreement or otherwise liable to Customer or any third party for any costs, charges, losses sustained or incurred by Customer or applicable third party for any delay in the delivery or equipment arising out of, caused by or in any way related or connected with any circumstances beyond Peterson's control, including, but not limited to delays caused by acts or omissions to acts by Customer or its Agents (defined below), acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements. As used herein, the term "Agents" means principals, employees, contractors, subcontractors, consultants, agents, representatives and any persons within the direction or control of Customer or acting on behalf of or for the benefit of Customer.
- 4 **Customer's Obligations.** Customer shall comply with Applicable Law (defined below) in connection with its use, handling, maintenance, storage and operation of the machinery and equipment and shall cause its Agents to comply with all such Applicable Law. As used herein "Applicable Law" means all applicable federal, state and local laws pertaining to its covenants and obligations under the Agreement and its performance of the same, together with these Terms and all rules, regulations, standards, procedures and protocols pertaining or related to the equipment and each and all of them, subject to the Agreement, as stated or endorsed by Company or the manufacturer of such applicable equipment. Customer shall cooperate with Peterson in all matters relating to the sale and delivery by Peterson of the equipment. The representations and warranties of Customer under this Agreement, including, but not limited to, the foregoing, shall survive any expiration or termination of this Agreement.
- 5 **Cancellation; Charges.** If Customer cancels all or a portion of this Agreement after its release to Peterson, written cancellation notice is required.

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

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

- 6 **Pricing:** Unless expressly provided for in writing on a quote, pricing for future orders is subject to change without notice. Unless otherwise stated pricing and risk of loss for purchased equipment is FOB Peterson's site. If purchased equipment is shipped FOB factory, pricing and risk of loss is the responsibility of the customer and any claims for shortages, damages, or delays must be made by Customer direct to the carrier.




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- 7 **Taxes:** Customer will promptly pay to Peterson any taxes that Peterson is required to collect with respect to the purchase of the equipment or any amounts payable by Customer under the Agreement, including, but not limited to, value added, personal property, sales, use, excise and similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity (collectively, "Taxes"). For any Taxes on which Customer claims exemption, Customer must provide Peterson with properly completed exemption certificates and any documentation needed to validate the exemption. If Customer refuses or fails to provide an appropriate exemption certificate and supporting documentation, as determined by Peterson, Customer will remain liable for all such Taxes. Customer will indemnify, defend and hold harmless Peterson for any and all claim, loss or liability related to Taxes for the equipment. To the extent any taxing authority audits Peterson and assess any taxes related to this purchase, the Customer shall provide proper documentation to support that such taxes have been paid, and will be responsible for any unpaid assessments, interest, penalties, withholdings, defense cost and/or reimbursement to Peterson of defense cost.
- 8 **Freight:** Freight costs indicated in the Agreement/Quote are estimated and subject to change. Any delivery, shipping, installation or performance dates indicated in this Agreement/Quote are estimated and not guaranteed. Peterson shall use best efforts to meet estimated dates, but shall not be liable for any delay in delivery, shipping, installation or performance, however occasioned.
- 9 **Title, Risk of Loss:** Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.
- 10 **Inspection and Acceptance:** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Peterson within five (5) days from date of delivery after which time Equipment shall be deemed accepted. Peterson shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction. Customer may reject the Equipment (but shall protect the Equipment until returned to Peterson) or allow Peterson another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.
- 11 **Payment Terms, Credit, Retainage:** For Customers with an open credit account with Peterson, payments terms are 10% with order, 25% due at submittal approval, and 65% at delivery of material unless otherwise stated in the proposal. Payment due Net 30 from the date of invoice. For Customers who do not have an open credit account with Peterson, progress payments with full payment in advance may be required. Peterson may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold equipment until receipt of full payment then owing by Customer to Peterson, whether such outstanding obligation of Customer is for the equipment described on the reverse side or otherwise. If payment is not received when due, in an addition to any rights Peterson has under the law and charges that Peterson may levy against Customer under statute (including attorney fees and costs of collection), Peterson may charge customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless accepted and confirmed in writing by Peterson prior to shipment.
- 12 **Invoice, Fees and Expenses:** Failure to notify Peterson in writing of any dispute regarding an invoice within thirty (30) days of receipt thereof will be deemed a waiver by Customer of Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced is and will be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counter-claim.
- 13 **Bonds:** Cost for any required bid bond, payment and performance bond, or any other type of bond will be reimbursed to Peterson by Customer.
- 14 **Permits, Fees, & Licenses:** Cost for any permits, fees, and licenses are the responsibility of the customer and if paid for by Peterson, will be reimbursed to Peterson by Customer.
- 15 **Temporary Storage of Equipment Purchase:** Whereas Customer has purchased the equipment listed in this agreement from Peterson, and Customer has requested that Peterson provide storage for the equipment until such time as Peterson has the equipment delivered to their site, Customer will pay Peterson a monthly storage fee, and Exhibit A will be applicable and incorporated in these Terms.

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- 16 **Training, Startup Services, Installation:** Startup services, load bank testing, commissioning, and owner training are not provided, unless otherwise stated in the quote. Site startup services require customer's account be current and will be performed during regular Peterson business hours, Monday through Friday. Additional charges may be added for work requested to be done outside normal business hours, on weekends or holidays. One visit for startup is allowed unless specified otherwise in the quote. A minimum of two weeks prior notice is required to schedule site startup and subject to availability of startup technicians and prior commitments of equipment. A signed site check sheet confirming system readiness is required, including and not limited to; wire termination, fuel lines connected, fuel tank full, and exhaust system complete. Peterson personnel may perform an installation audit prior to startup being completed to assure system readiness for startup. Any issues identified by the installation audit may be corrected at the customer's expense prior to startup. Portable load banks for site test (if offered in the Quote) are equipped with only 50 feet of cable. Additional lengths may be arranged at an extra cost. Installation of equipment is performed by others and not included unless otherwise stated in the quote.
- 17 **Warranties:**
- (a) **Equipment.** For new equipment purchased by Customer from Peterson, Customer understands and acknowledges that (i) Peterson is not the manufacturer of the equipment or any parts thereof; (ii) Peterson does not and will not have any liability or responsibility to Customer or any third party with respect to any warranty for the Goods, except that Peterson will pass through to Customer the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) any claims Customer or its Agents may have with respect to the manufacturer's warranty shall be made solely against the manufacturer. Notwithstanding anything contained to the contrary in this Agreement, including this Section 17(a), Peterson makes no representation or warranty as to the equipment, its condition, purpose or use, or as to any manufacturer's warranty for such Goods.
- (b) **Extended Protection or Coverage.** Customer acknowledges that Customer may have the option of purchasing an equipment protection plan or extended services coverage (each, an "Extended Protection Plan") and Customer agrees that if an Extended Protection Plan is available and purchased by Customer at the time of sale, the Extended Protection Plan will be subject to the terms, conditions and exclusions contained in such applicable Extended Protection Plan.
- (c) **Disclaimer of Warranties.** Except as may be expressly described in the Agreement and these terms, company makes no warranty of any nature, scope or kind whatsoever hereunder. Peterson disclaims any warranty, express or implied, including, but not limited to, any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. Peterson is neither a manufacturer of the goods or any parts thereof nor an agent of a manufacturer of such goods. Although Peterson may administer warranties issued by a manufacturer, Customer acknowledges and agrees that: (1) any express warranties by such manufacturer are not the responsibility of Peterson; (2) such manufacturer's warranty may contain limitations; and (3) Customer may incur certain repair, transportation or other charges by Peterson which are not covered by such manufacturer's warranty. Any warranty by Peterson shall be null and void and have no legal effect if Customer has failed to pay for the equipment at issue. Except for any express warranties contained hereunder, no other representation or warranty of any kind or nature will be binding on or obligate Peterson.
- 18 **Limitation on Warranties:** Peterson expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness or a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Peterson. Some states do not allow limitation on warranties, so these limitations may not apply to you. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to application guidelines; (b) normal wear and tear; (c) improper and/or unauthorized installation; (d) negligence, accidents or misuse; (e) lack of maintenance or unauthorized repair; (f) noncompliance with any Peterson published guideline or policy; (g) use of improper or contaminated fuels, coolant or lubricants; (h) improper storage before and after commissioning; (i) owners delay in making Equipment available after notification of potential equipment problem; (j) replacement parts and accessories not authorized by Peterson; (k) owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; over fueling; over speeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage; starting, warm-up, run-in or shutdown practices, or (l) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

PETERSON**CAT****Project #:** 240177 - Arch Cape Sanitary -
Webb Ave Pump Station**Quote #:** 31316272**Revision:** 2**Date:** April 1, 2024**19 Limitation of Liability:**

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

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

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

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

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

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

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

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

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

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

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- 25 **Severability:** If any provision of this Agreement is found unenforceable or invalid, the remainder of the Agreement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
- 26 **Counterparts:** This Agreement may be executed in any number of counterparts, including facsimile, PDF and other electronic copy, each of which when taken together shall constitute one instrument. No counterpart shall be effective until each Party has executed at least one counterpart.
- 27 **Assignment:** Neither Party may assign, convey or transfer this Agreement, or any portion thereof, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, except that Peterson may assign this Agreement or any portion thereof without the prior consent of Purchaser to a person or entity controlling, controlled by or affiliated with Peterson or its parent company.
- 28 **No Waiver:** A waiver of any term, right or condition of this Agreement by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- 29 **Relationship of the Parties:** No employment, agency, joint venture, or similar arrangement is created or intended between Customer and Peterson.
- 30 **Construction:** Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The provisions of this Agreement and the documents and instruments referred to herein, have been examined by the parties and no implication shall be drawn nor made against any party hereto by virtue of drafting this Agreement. The term "including" used herein shall mean "including, but not limited to". The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein. Each Party acknowledges that they have read this Agreement, have had an opportunity to review with an attorney of their respective choice, and have agreed to all of its terms, including these Terms. Each Party agrees that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Agreement and that in the event of any ambiguity in any provisions of this Agreement, including any Exhibits or attachments or agreed upon Change Orders hereto and whether or not placed of record, such ambiguity shall not be construed for or against any Party hereto on the basis of such Party did or did not author the same.
- 31 **No Third Party Beneficiaries:** Unless otherwise expressly provided, no provisions of this Agreement are intended or will be construed to confer upon or give to any person or entity other than Customer and Peterson any rights, remedies or other benefits under or by reason of this Agreement.
- 32 **Attorneys' Fees, Enforcement Costs and Expenses:** If any claim or action is brought by either party hereunder against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief granted, reasonable attorneys' fees and the expense of litigation.
- 33 **Governing Law, Venue:**
- (a) This Agreement and any attachments or documents related thereto shall be governed, construed and enforced in accordance with (i) the laws of the State of California, excluding conflict of law rules, for all sales made or accepted by Peterson at its offices within such state, (ii) with the laws of the State of Oregon, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state, and (iii) with the laws of the State of Washington, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state. For agreements made or accepted by Peterson in the State of California, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Alameda County, California and the United States District Court for the Northern District of California, for the purposes of any action, proceeding, suit or claim arising out of this Agreement. For agreements made or accepted by Peterson in the State of Oregon, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Multnomah County, Oregon and the United States District Court for the District of Portland in Portland, Oregon. For agreements made or accepted by Company in the State of Washington, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Cowlitz County, Oregon and the United States District Court for the Western District of Washington in Seattle, Washington.
- (b) Each party irrevocably and unconditionally waives any objection to the laying of venue as described herein.
- 34 **Survival:** Notwithstanding anything contained herein to the contrary, Sections 7, 17(c), 19, 20, 21, 22, 30, 32, 33, and 34 will survive any termination or expiration of this Agreement.



NEW SALES ATS Quote

Caterpillar Switchgear Americas

Job Name: Webb Ave Pump Station		Quote Number: 115937 rev: 00 alt: 01	
Status: Delivered		Delivered: 02/15/2024	
Dealer: Peterson Power Systems			
Requested By: Patrick Tavares (patavares@petersoncat.com)			
		Office: 5412460925	Mobile: 5412460925
Sales Manager: Minto Halimuddin	Office: 360-326-3180		Mobile: 360-798-2872
Sales Engineer: Ed Palko	Office:		Mobile: 1 724 7575410
Quote valid thru: 03/16/2024		Estimated Ship Date:	

- 1 CGSE Series 200A/3P, Delayed Trans, 200-480v, N1
- 1 ~~CGSE Series 200A/2P, Delayed Trans, 220-240v, N1~~

QUOTE TOTAL:

Furnished with:

Automatic Transfer Switch:

- 200 A, 3 Phase (3 Pole, 3 Wire), Delayed Transition
- Service Entrance Rated
- NEMA 1 Enclosure
- 2 NO (Normally Open) and 2 NC (Normally Closed) Auxiliary Contacts
- Solid Neutral Bar 1X300
- Lugs 1X300-3
- No Meters
- No Ground Bar 3X0 AWG
- No Communications
- T1-Panel Voltage agnostic, Rated for 200 to 480V line to line voltage
- Standard Application-Sources on Bottom
- UL 1008 listed up To 480VAC at 50/60Hz

Additional features:

- Momentary test switch function
- Programmable exerciser daily, 7-14-28-365 days user- selectable, with or without load
- Event log of last 250 events
- Adjustable over/under frequency sensing of both sources
- Frequency Indication - on the controller
- LED indicators for ATS Position and Source Availability
- Engine start timer - adjustable up to 60sec
- Phase rotation sensing of both sources
- Under/over voltage sensing of both sources (3-phase)
- In Phase Monitor - enable/disable
- Transfer commit/no commit on transferring to Source 2-with enable/disable
- Adjustable time delay on transfer to Source 1
- Engine stop/cool adjustable cool down timer
- Voltage imbalance sensing between phases [REMOVE this line on single phase]
- Adjustable time delay on transfer to Source 2
- Bypass transfer timer function

Programmable Input-Output Modules:

- (Must be configured for use)
- 2 Digital Input (wetted), unassigned
 - 1 Digital Output, unassigned

Furnished with:**Automatic Transfer Switch:**

- 200 A, 1 Phase (2 Pole, 2 Wire), Delayed Transition
- NEMA 1 Enclosure
- 2 NO (Normally Open) and 2 NC (Normally Closed) Auxiliary Contacts
- Solid Neutral Bar
- Lugs 1X300-2
- No Meters
- No Ground Bar 3X0-AWG
- No Communications
- T1-Panel Voltage agnostic, Rated for 200 to 480V line to line voltage
- Standard Application-Sources on Bottom
- UL 1008 listed up To 480VAC at 50/60Hz

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Programmable Input-Output Modules:

(Must be configured for use)

- 2 Digital Input (wetted), unassigned
- 1 Digital Output, unassigned

TERMS:

Firm for 30 days. Net 30 days from the date of shipment, products will be invoiced as shipped. FOB OEM's dock, freight not included. Subject to Caterpillar Standard Terms and Conditions of Sale.

Current lead time - 12-16 weeks; subject to change based on plant loading.

Standard Caterpillar Two Year Warranty and CAT Serial Number

GENERAL NOTES AND CLARIFICATIONS:

Proposal is based on information supplied by the Dealer. No specifications, drawings, or diagrams were received or reviewed.

General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.

Current lead time for these products is 12 to 16 weeks; please note that lead times are subject to change without notice, please contact the factory for specific requests.

Attachments

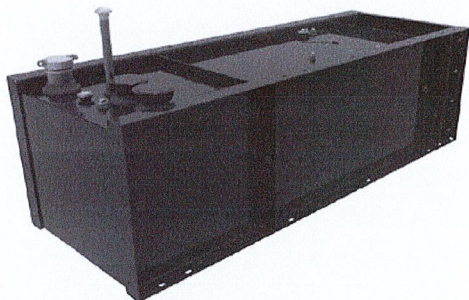


Image shown may not reflect actual configuration

C4.4 LC Integral/Sub-base Fuel Tanks

Newberry
Diesel Generator Set
40-60 kW 60 Hz

Features

- UL Listed for United States (UL 142) and Canada (CAN/ULC S601)
- Facilitate compliance with NFPA 30 code, NFPA 37 and 110 standards and CSA C282 code and B139-09 standard
- Welded, heavy steel gauge construction with a containment basin sized as a minimum 110% of the tank
- Gloss black polyester triglycidyl isocyanurate (TGIC) powder coating
- Dedicated external customer interface area with access to the 4" (101.6 mm) fuel fill, visual level gauge, normal and emergency vents
- Rear electrical stub-up area with removable access panel
- Removable engine supply and return dip tubes
- Two additional 1" (25.4 mm) ports for customer use
- Tanks are rated to safely support the weight of the generator
- Standard NPT tank fittings
- UL listed emergency vents sized as per UL standards 3" (76.2 mm) NPT
- Normal atmospheric vent 1-1/4" (31.75 mm)
- Top-mounted fuel level sensor with control panel alarms
- Top-mounted leak detection switch
- Lockable fuel fill cap, 4" (101.6 mm) NPT

Description

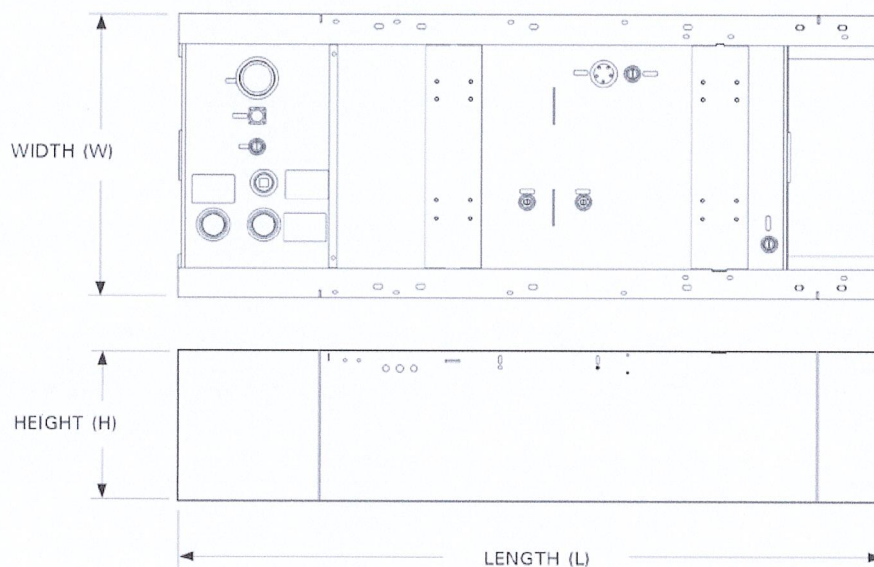
- Dual wall, secondary containment
- Pressure tested to UL requirements
- Fuel tank mounts directly below generator skid base
- Sub-base fuel tank mounts directly below generator skid base
- Integral fuel tank is incorporated into the generator set base frame including linear vibration isolators between tank base, engine, and generator
- Modular tank design is compatible with all factory units open and enclosed

Options

- Emergency vent and normal vent extension kits 12' (3.66 m)
- 5 gal (18.9 L) spill containment
- Overfill prevention valve
- Tank riser to allow for visual secondary containment leak inspection
- Drop tube

C4.4 LC Sub-base Fuel Tank Dimensions and Capacities

Engine Model	Tank Feature Code	Generator Set Rating kW	Est. Run Time hrs	Fillable Capacity		Usable Capacity		Vent in	Length 'L'		Width 'W'		Height 'H'		Weight (Dry)	
				L gal	gal	L gal	gal		mm	in	mm	in	mm	in	kg	lb
C4.4	INTFT140 SBT140	40	36	520	137	508	134	3	2483	97.8	1000	39.4	533	21.0	336	740
		50	29													
		60	26													
	INTFT250 SBT250	40	68	965	255	952	251	3					864	34.0	466	1027
		50	55													
		60	49													



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

Tanks are UL Listed and constructed in accordance with UL Standard for Safety UL 142, Steel Aboveground Tanks for Flammable and Combustible Liquids and Canada CAN/ULC S601, Standard for Shop Fabricated Steel Aboveground Horizontal Tanks for Flammable and Combustible Liquids.

Fuel tanks facilitate compliance with the following United States NFPA Code and Standards:

- NFPA 30: Flammable and Combustible Liquids Code
- NFPA 37: Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines
- NFPA 110: Standard for Emergency and Standby Power Systems

Fuel tanks facilitate compliance with the following Canadian Standard and Code:

- CSA C282 – Emergency Electrical Power Supply for Buildings
- CSA B139-09 – Installation Code for Oil-Burning Equipment

www.Cat-ElectricPower.com

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Cat[®] C4.4 DIESEL GENERATOR SETS



Standby: 60Hz

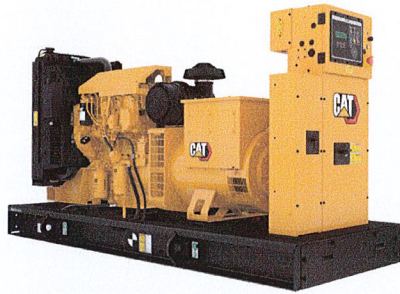


Image shown may not reflect actual configuration

Engine Model	Cat [®] C4.4 In-line 4, 4-cycle diesel
Bore x Stroke	105mm x 127.0mm (4.13in x 5.0 in)
Displacement	4.4 L (268.5 in ³)
Compression Ratio	16.7:1
Aspiration	Turbocharged
Fuel Injection System	Common Rail
Governor	Electronic

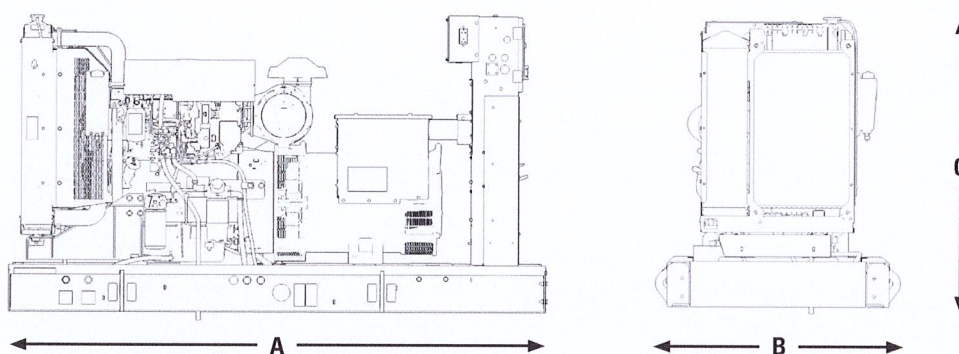
Model	Standby	Emission Strategy
D60-4LC	60 ekW, 75 kVA	U.S. EPA Certified for Stationary Emergency Application (Tier 3 Nonroad Equivalent Emission Standards)

PACKAGE PERFORMANCE

Performance	Standby
Frequency	60 Hz
Genset Power Rating	75 kVA
Genset power rating with fan @ 1.0 power factor	60 ekW
Performance Number	P4506A
Fuel Consumption	
100% load with fan, L/hr (gal/hr)	18.9 (5.0)
75% load with fan, L/hr (gal/hr)	16.1 (4.2)
50% load with fan, L/hr (gal/hr)	12.3 (3.3)
Cooling System ¹	
Radiator air flow restriction (system), kPa (in. Water)	0.12 (0.48)
Engine coolant capacity, L (gal)	7.0 (1.8)
Radiator coolant capacity, L (gal)	9.5 (2.5)
Total coolant capacity, L (gal)	16.5 (4.4)
Inlet Air	
Combustion air inlet flow rate, m ³ /min (cfm)	6.17 (218)
Max. Allowable Combustion Air Inlet Temp, °C (°F)	50 (122)
Exhaust System	
Exhaust stack gas temperature, °C (°F)	522 (972)
Exhaust gas flow rate, m ³ /min (cfm)	14.48 (511)
Exhaust system backpressure (maximum allowable), kPa (in. water)	15.0 (60.2)
Heat Rejection	
Heat rejection to coolant, kW (Btu/min)	47.1 (2672)
Heat rejection to exhaust (total), kW (Btu/min)	66.9 (3805)
Heat rejection to atmosphere from engine, kW (Btu/min)	11.9 (676)

Emissions (Nominal) ²	Standby
NO _x + HC, g/kW-hr	-
CO, g/kW-hr	-
PM, g/kW-hr	-
Alternator ³	
Voltages	240V
Motor starting capability @ 30% Voltage Dip	182 skVA
Frame Size	LCB3114D
Excitation	Self Excited
Temperature Rise	105°C

WEIGHTS & DIMENSIONS



Note: General configuration not to be used for installation. See general dimension drawings for detail.

Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
1972 (77.6)	1000 (39.4)	1175 (46.3)	1017 (2244)

APPLICABLE CODES AND STANDARDS:

AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC.

Note: Codes may not be available in all model configurations. Please consult your local Cat Dealer representative for availability.

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

PRIME: Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year.

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

DEFINITIONS AND CONDITIONS

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

² Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NO_x. Data shown is based on steady state operating conditions of 77° F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 BTU/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

³ UL 2200 Listed packages may have oversized generators with a different temperature rise and motor starting characteristics. Generator temperature rise is based on a 40° C ambient per NEMA MG1-32.

LET'S DO THE WORK.™

LEHE1049-03 (07/23)

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