LINCOLN COUNTY
SCHOOL DISTRICT

Dr. Majalise Tolan
Superintendent

District Office | Teaching & Learning Center
1212 NE Fogarty Street, Newport, OR 97365
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Board of Directors
NOTICE OF A BOARD MEETING
Lincoln County School District Special & Executive Session ((ORS 192.660(2)(b)) for Personnel) of the Board

Date	**Tuesday, September 23, 2025**
Time	**5:00 PM**
Place	**Teaching & Learning Center, 1212 NE Fogarty Street, Newport, OR 97365**

The Lincoln County School District Board of Directors has scheduled a Lincoln County School District Special & Executive Session ((ORS 192.660(2)(b)) for Personnel) of the Board of the Board beginning at 5:00 PM.

Public comment will only be heard if a specific public comment time is designated on the agenda. Not all meetings of the Board have public comment.
If you are a member of the community and wish to speak before the Board, please email the following information to eddie.symington@lincoln.k12.or.us by **12:00 pm on the business day prior to the meeting: Name, address and phone number (optional), and topic.** Once your request is received, you will be contacted with details regarding making the comment during the meeting. Public comment cards will also be available at the door and must be completed and given to the Board Secretary. All public comment will follow Board Policy BDDH – "Public Comment at Board Meetings."

The session will be streamed and can be accessed by visiting our website.

The agenda is attached.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting.

THIS NOTICE SATISFIES THE REQUIREMENTS OF ORS 192.630, 192.640 AND 332.045.
For further information or to request accommodations, please contact:

Eddie Symington, Assistant to the Superintendent and School Board
Lincoln County School District | 1212 NE Fogarty | Newport, OR 97365

LINCOLN COUNTY SCHOOL DISTRICT
Board of Directors – Lincoln County School District Special & Executive Session ((ORS 192.660(2)(b)) for Personnel) of the Board
Tuesday, September 23, 2025 - 5:00 PM
Teaching & Learning Center, 1212 NE Fogarty Street, Newport, OR 97365

Agenda

1. Call to Order & Establishment of a Quorum
2. Action Item(s)
   2.a. NPT & TAHS Generator

LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
9/23/2025

TOPIC: Newport Middle & Taft High Generator

PREPARED BY: Annette Brooks-Flatt

WILL BE PRESENTED BY: Rich Belloni

TYPE OF ITEM: Consent ☐ Information ☐ Discussion ☐ Decision ☒

DESCRIPTION OF AGENDA ITEM:

Facilities and Maintenance is looking to replace two generators, one at Newport Middle School and Taft High School.

Newport Middle School we are looking at a 200kW outdoor package standby generator set. Sourcewell Contract Peterson CAT #092222-CAT. $203,506.00

Taft High School we are looking at a 500kW outdoor package standby generator set. Sourcewell Contract Peterson CAT #092222-CAT. $254,785.00

Both come with 5 years of CVA (Service Agreements)
Both come with 2-year Caterpillar Warranty AND 5 years of Extended Service Coverage

We received a PIER Grant for the generators
We are asking the PIER Grant for funds in advance before ordering generators.
Timeline 30-32 weeks

Facilities and Maintenance is asking the board to approve these purchases

SUPERINTENDENT'S RECOMMENDATION:

ADDITIONAL MATERIAL Attached: Yes ☒ No ☐ Available: Yes ☒ No ☐

Reference (Job Name): Lincoln County SD - Taft High School

Sourcewell Member # 9978
Sourcewell Contract # 092222-CAT
Quote #: 250466, REV1
Date: August 26, 2025

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	**500kW Outdoor packaged standby 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 NFPA 110 Local Alarm Panel Circuit Breakers 1 x 600 amps 100% Rated Main Breaker, LSI with shunt trip and aux contacts 1 x 250 amps 100% Rated Main Breaker, adjusted, LSI with shunt trip and aux contacts PMG Excitation Jacket Water Heater Anti-condensation alternator winding space heater, unit mounted Muffler and Flex by Harco, shipped loose, installed by others. DC Charging Alternator Starting Motor AC Battery Charger Starting Batteries w/ Rack Seismic Vibration Isolators (1) Remote E Stop by Pilla, shipped loose, installed by others. 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**	$0.00	$254,785.00
2	1	**Tramont Bulk Tank** – UL 142 type 2,500 gallons, 70.5 hours run time at 100% load, 5 gal spill containment w/ overfill protection, factory mounted fuel polisher by AXI, Line-X exterior coating. Includes Extended Vents - Shipped loose, installed by others	-	Included
3	1	**Pryco Day Tank** – UL 142 type 100 gallons, Controls, level & alarm floats, separate forward & reverse pumps, and alarm relay for remote signalling.	-	Included
4	1	**Automatic Transfer Switch**	-	Included

		600 Amp, 3 phase, 4 pole, NEMA 12 Open Transition Elevator Signal included.		
5	1	**Automatic Transfer Switch** 200 Amp, 3 phase, 4 pole, NEMA 12 Open Transition Elevator Signal included.	-	Included
6	1	**Start Up, Testing, and Commissioning Services** Genset start-up, testing and commissioning servcies 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
7	1	**Training** 2 hours on site session w/ owner's representatives during regular business hours	-	Included
8	1	**Extended Service Coverage**, Platinum Level, 5 years, 2500 hours	-	Included
9	1	**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. * Qouted 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. * 2-hour, 1.0 PF Load Bank Test w/50' cable standard length * 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****	-	Included
		Total Sourcewell Discount Price		**$254,785.00**

Pricing based on Q2, 2026 Delivery. Add 1% escalation per month for later delivery estimate.

Quote Valid for 14 days - Quote subject to price increase after 14 days

Optional Adders & Deducts

Item	Qty	Description	Unit Price	Ext Price
1	1	**Field Techician Installation Assistance,** per full day.	-	$2,200.00

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

(N) Quote based on Customer Communication, KCL One-Line dated 2025-06-18, and Spec Documents dated 2025-06-18
(N) Automatic Transfer Switches (ATS) are not service entrance rated
(N) Fuel not included
(N) Exhaust Piping and mounting beyond the muffler, flex, and gaskets by others.
(N) Coordinated breakers are not provided at time of quoting - Upcharges could apply if required
(E) Take exception to Anchor and Pad calculations by others.
(E) Take exception to sound, harmonics, emissions, infrared, NETA, and 3rd party testing.

Dimensions: Estimated L x W x H of generator assembly

Length	Width	Height
137"	64"	84"

Weight: Estimated pounds of assembled generator, enclosure and fuel tank — Approx 9,625

Submittal Availability: Estimated 4 - 6 weeks

Equipment Availably: Estimated weeks after submittal approval

Generator:	Approx 30-32
Automatic Transfer Switches:	Approx 15-16
Day Tank:	Approx 16-18
Bulk Tank:	Approx 35-36

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

Credit: Order subject to approval. Thirty five percent (35%) due at submittal approval, sixty percent (60%) due at delivery of equipment, and 5% at completion of startup & commissioning or at 180 days after delivery, whichever is first. 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 programing 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 presentative for Peterson.

Reference (Job Name): Lincoln County SD - Taft High School

Sourcewell Member # 9978

Sourcewell Contract # 092222-CAT

Quote #: 250466, REV1

Date: August 26, 2025

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. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements. 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, or fuel, unless otherwise stated. This Quote / Proposal is subject to the Standard Commercial Terms and Conditions on the attached to this Quote/Proposal.

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 # _____

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.

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.

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.

19 **Limitation of Liability:**

(a) IN NO EVENT SHALL PETERSON, ANY PETERSON ENTITIES, AFFILIATES OR ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRATORS, 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.

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.

2.b. TOES/NMS/CVH Boilers

LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
9/23/2025

TOPIC: Boiler

PREPARED BY: Annette Brooks-Flatt

WILL BE PRESENTED BY: Rich Belloni

TYPE OF ITEM: Consent ☐ Information ☐ Discussion ☐ Decision ☒

DESCRIPTION OF AGENDA ITEM:

Facilities and Maintenance is looking to replace 3 boilers, 2 to be paid with bond and the last will be paid with Building Maintenance.

Toledo Elementary	$ 96,945.00	Building Maintenance
Newport Middle	$ 96,945.00	Bond
Crestview Heights	$112,419.00	Bond

Installation cost from Tom Stevens Boiler Repair

Toledo Elementary	$95,600.00	Building Maintenance
Newport Middle	$95,600.00	Bond
Crestview Heights	$67,822.89	Bond

Total

Toledo Elementary	$191,545.00	Building Maintenance
Newport Middle	$191,545.00	Bond
Crestview Heights	$180,241.89	Bond

Facilities and Maintenance is asking the board to approve these purchases

SUPERINTENDENT'S RECOMMENDATION:

ADDITIONAL MATERIAL Attached: Yes ☒ No ☐ Available: Yes ☒ No ☐

TOM STEVENS BOILER REPAIR, INC.

17675 SE Midway Street Damascus, OR 97089 Office (503) 658-2289 Fax (503) 658-8127

August 26, 2025

Lincoln County School District
295 NE Burgess Road
Toledo, OR 97391

Attention: Rich/Tim
Jobsite: Crestview
2750 S Crestline Drive
Waldport, OR 97394
Subject: Replace Boiler

We are pleased to submit the following proposal for your review:

Provide labor to install (1) new customer purchased Rite hot water 300 WO 125 psi water tube boiler with Powerflame #2 oil fired burner as follows:

1. Fabricate and install piping for supply and return line.
2. Run fuel lines needed for new boiler from existing lines in building.
3. Support supply and return lines as needed.
4. Pipe relief valve to floor.
5. Provide stack material as needed for new boiler.
6. Provide permit needed.
7. Anchor boiler to floor.
8. Provide start up on boiler.

To be done by school district:

- Removal of old boiler.
- Electrical to new boiler.
- Any low voltage wiring.

Total Budgetary Labor and Material Price for Install: $67,822.89

Terms: Progressive Billing

Submitted By: Scott Stevens, President
TSBR, INC.
Mechanical & Systems Specialists

Acceptance of Proposal: I have read and understand the proposal/contract outlined above. The prices, specifications and conditions for the work you propose are satisfactory, and I accept the proposal. I understand my payment is due according to the terms of this contract. In case of non-payment of sums owed, I promise to pay any expenses incurred in collection of delinquent amounts, including costs, expenses, and reasonable attorney's fees, including attorney's fees in any appeal.

Signature_____17 Date_____

TOM STEVENS BOILER REPAIR, INC.

17675 SE Midway Street Damascus, OR 97089 Office (503) 658-2289 Fax (503) 658-8127

August 26, 2025

Lincoln County School District
295 NE Burgess Road
Toledo, OR 97391

Attention: Rich/Tim
Jobsite: Newport Middle School
825 NE 7th Street
Newport, OR
Subject: Replace Both Boilers

We are pleased to submit the following proposal for your review:

Provide labor and material to install (2) new customer purchased Valiant-FT Series II condensing commercial boilers as follows:

1. Fabricate and install house loop and primary and secondary tees.
2. Fabricate and install (2) supply lines and (2) return lines.
3. Run gas lines to both boilers.
4. Pipe both neutralizers to floor drain.
5. Support house loop and primary pipes as needed.
6. Pipe relief valves to floor.
7. Run Centrotherm flue for both boilers.
8. Provide state install permit for both boilers.
9. Anchor boilers to floor.

To be done by school district:

- Electrical
- Removal of existing equipment
- Any low voltage

Total Budgetary Labor and Material Price for Install: $95,600.00

Terms: Progressive Billing

Submitted By: Scott Stevens, President
TSBR, INC.
Mechanical & Systems Specialists

Acceptance of Proposal: I have read and understand the proposal/contract outlined above. The prices, specifications and conditions for the work you propose are satisfactory, and I accept the proposal. I understand my payment is due according to the terms of this contract. In case of non-payment of sums owed, I promise to pay any expenses incurred in collection of delinquent amounts, including costs, expenses, and reasonable attorney's fees, including attorney's fees in any appeal.

Signature_____ Date_____

TOM STEVENS BOILER REPAIR, INC.

17675 SE Midway Street Damascus, OR 97089 Office (503) 658-2289 Fax (503) 658-8127

August 27, 2025

Lincoln County School District
295 NE Burgess Road
Toledo, OR 97391

Attention: Rich/Tim
Jobsite: Toledo Elementary School
600 SE Sturdevant Road
Toledo, OR
Subject: Replace Both Boilers

We are pleased to submit the following proposal for your review:

Provide labor and material to install (2) new customer purchased Valiant-FT Series II condensing commercial boilers as follows:

1. Fabricate and install house loop and primary and secondary tees.
2. Fabricate and install (2) supply lines and (2) return lines.
3. Run gas lines to both boilers.
4. Pipe both neutralizers to floor drain.
5. Support house loop and primary pipes as needed.
6. Pipe relief valves to floor.
7. Run Centrotherm flue for both boilers.
8. Provide state install permit for both boilers.
9. Anchor boilers to floor.

To be done by school district:

- Electrical
- Removal of existing equipment
- Any low voltage

Total Budgetary Labor and Material Price for Install: $95,600.00

Terms: Progressive Billing

Submitted By: Scott Stevens, President
TSBR, INC.
Mechanical & Systems Specialists

Acceptance of Proposal: I have read and understand the proposal/contract outlined above. The prices, specifications and conditions for the work you propose are satisfactory, and I accept the proposal. I understand my payment is due according to the terms of this contract. In case of non-payment of sums owed, I promise to pay any expenses incurred in collection of delinquent amounts, including costs, expenses, and reasonable attorney's fees, including attorney's fees in any appeal.

Signature_____ 19 Date_____

TOM STEVENS BOILER REPAIR, INC.

17675 SE Midway Street Damascus, OR 97089 Office (503) 658-2289 Fax (503) 658-8127

August 25, 2025

Lincoln County School District
295 NE Burgess Road
Toledo, OR 97391

Attention: Rich/Tim
Jobsite: Crestview
2750 S Crestline Drive
Waldport, OR 97394

Subject: New Rite Boiler

We are pleased to submit the following proposal for your review:

Provide (1) new Rite hot water 300 WO 125 psi water tube boiler with Powerflame #2 oil fired burner.

Total for Boiler Only: $112,419.00

Price Valid until 8/31/25

Terms: 50% Equipment deposit due upon agreement, Balance due upon delivery
Warranty: Equipment per manufacturer

Submitted By: Scott Stevens, President
TSBR, INC.
Mechanical & Systems Specialists

Acceptance of Proposal: I have read and understand the proposal/contract outlined above. The prices, specifications and conditions for the work you propose are satisfactory, and I accept the proposal. I understand my payment is due according to the terms of this contract. In case of non-payment of sums owed, I promise to pay any expenses incurred in collection of delinquent amounts, including costs, expenses, and reasonable attorney's fees, including attorney's fees in any appeal.

Signature_____ 20 Date_____

TOM STEVENS BOILER REPAIR, INC.

17675 SE Midway Street Damascus, OR 97089 Office (503) 658-2289 Fax (503) 658-8127

August 25, 2025

Lincoln County School District
295 NE Burgess Road
Toledo, OR 97391

Attention: Rich/Tim
Jobsite: Newport Middle School
825 NE 7th Street
Newport, OR

Subject: New Valiant Boiler

We are pleased to submit the following proposal for your review:

Provide (2) new Valiant-FT Series II condensing commercial boilers capable of up to 99.4% thermal efficiency and up to 99.2% combustion efficiency. Boilers to be 850 btu/hr.

Total for (2) Boilers Only: $96,945.00

Price Valid until 8/31/25

Terms: 50% Equipment deposit due upon agreement, Balance due upon delivery
Warranty: Equipment per manufacturer

Submitted By: Scott Stevens, President
TSBR, INC.
Mechanical & Systems Specialists

Acceptance of Proposal: I have read and understand the proposal/contract outlined above. The prices, specifications and conditions for the work you propose are satisfactory, and I accept the proposal. I understand my payment is due according to the terms of this contract. In case of non-payment of sums owed, I promise to pay any expenses incurred in collection of delinquent amounts, including costs, expenses, and reasonable attorney's fees, including attorney's fees in any appeal.

Signature_____21 Date_____

TOM STEVENS BOILER REPAIR, INC.

17675 SE Midway Street Damascus, OR 97089 Office (503) 658-2289 Fax (503) 658-8127

August 25, 2025

Lincoln County School District
295 NE Burgess Road
Toledo, OR 97391

Attention: Rich/Tim
Jobsite: Toledo Elementary
600 SE Sturdevant Road
Toledo, OR

Subject: New Valiant Boiler

We are pleased to submit the following proposal for your review:

Provide (2) new Valiant-FT Series II condensing commercial boilers capable of up to 99.4% thermal efficiency and up to 99.2% combustion efficiency. Boilers to be 850 btu/hr.

Total for (2) Boilers Only: $96,945.00

Price Valid until 8/31/25

Terms: 50% Equipment deposit due upon agreement, Balance due upon delivery
Warranty: Equipment per manufacturer

Submitted By: Scott Stevens, President
TSBR, INC.
Mechanical & Systems Specialists

Acceptance of Proposal: I have read and understand the proposal/contract outlined above. The prices, specifications and conditions for the work you propose are satisfactory, and I accept the proposal. I understand my payment is due according to the terms of this contract. In case of non-payment of sums owed, I promise to pay any expenses incurred in collection of delinquent amounts, including costs, expenses, and reasonable attorney's fees, including attorney's fees in any appeal.

Signature_____22 Date_____

3. Recess into Executive Session Under ORS 192.660(2)(b) for Personnel
4. Adjournment of Special Session & Executive Session

Board Goals 2024-2029

GOAL ONE: Lincoln County School District will establish and meet high expectations for student achievement.

GOAL TWO: Lincoln County School District will create equitable, diverse, inclusive, and accessible learning environments across the district within a framework of excellence in education.

GOAL THREE: LCSD will provide for the long term health and welfare of our facilities and finances, focusing on accessibility, technological innovation, and purposeful utilization.

GOAL FOUR: Lincoln County School District will strengthen community relationships through communication and engagement with staff, students, families, and community partners.

Lincoln County School District Equity Team
Land Acknowledgement Statement

We ask that you take a moment to stop what you are doing, to listen to these words as we recognize the land that we currently inhabit. No matter where each of us is physically located in Lincoln County, we must understand that we are on traditional homelands and unceded territories of indigenous peoples. Where we live in Lincoln County, these are the ancestral homelands for the Confederated Tribes of Siletz Indians.

Lincoln County School District acknowledges the Confederated Tribes of Siletz Indians that consists of over 30 bands originating from Northern California to Southern Washington. The Confederated Tribes of Siletz Indians currently occupy and manage 9,310 acres located here in Lincoln County but is a mere fraction of their original 1855 1.1 million-acre Siletz coastal reservation. We must remember the people of the Confederated Tribes of Siletz Indians are and will forever be the first stewards of this land, water, and fish.

We acknowledge and recognize the continued sovereignty of the Confederated Tribes of Siletz Indians and honor their ancestral homelands. We are committed to bringing awareness to their history and the existence of the Confederated Tribes of Siletz Indians since time immemorial.

NON-DISCRIMINATION: Lincoln County Schools do not discriminate nor tolerate discrimination on the basis of an individual's race, color, religion, sex, sexual orientation, national origin, disability, gender identity, marital status or age or because of the race, color, religion, sex, sexual orientation, national origin, disability, gender identity, marital status or age of any other persons with whom the individual associates.