



595 Main Street, Aumsville, OR 97325
Office: (503) 749-2030 ~ FAX: (503) 749-1852
Email: rharding@aumsville.us

PUBLIC MEETING NOTICE

AUMSVILLE CITY COUNCIL MEETING

In the Community Center and via Zoom Video Conference

MONDAY, MAY 8, 2023

A G E N D A

ZOOM MEETING LINK – [CLICK HERE](#)

MEETING ID 810 8737 5733

PASSCODE 426765

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE - 7:00PM

- a) Approve Agenda

2) PRESENTATIONS, PROCLAMATIONS, & VISITORS

- a) **Public Comment:** Public Comment will be accepted from online attendees at this time. Comments are limited to 5 minutes for comments on items other than Public Hearings listed below. There is a public comment period within each hearing. You may also submit comments by emailing City Administrator Ron Harding at rharding@aumsville.us by noon on May 8, 2023.
- b) **Visitors:** For information about how to attend the meeting online, please call City Hall at 503.749.2030 or email tnichols@aumsville.us to request log in instructions. Information will also be posted on our website [City Council Regular Meeting | City of Aumsville Oregon](#)

3) CONSENT AGENDA

- a) Approval of minutes from April 24, 2023 Work Session
- b) Accounts Payable and Payroll Register

4) PUBLIC HEARINGS – None

5) OLD BUSINESS – None

6) NEW BUSINESS

- a) TAG – Integrator of Record
- b) Boone Well #1 and Mill Creek Well #3 Drilling Project

7) CITY ADMINISTRATOR REPORT

- a) Police Department Monthly Report
- b) Public Works Monthly Report
- c) Corn Festival Grand Marshal

8) MAYOR AND COUNCILORS REPORTS

9) GOOD OF THE ORDER – Other Business May Come Before the Council at This Time

10) CORRESPONDENCE - None

11) ADJOURNMENT REGULAR MEETING

12) EXECUTIVE SESSION – None

The City of Aumsville does not and shall not; discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. Anyone wishing to speak on an agenda item should ask to be recognized by the Mayor or Chair at the beginning of that agenda item. 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 must be made at least 48 hours prior to the meeting. Please call (503) 749-2030 and leave a message or Oregon Relay Service for TDD at (800) 735-2900.



595 Main St. Aumsville, Oregon 97325
(503) 749-2030 • TTY 711 • Fax (503) 749-1852
www.aumsville.us

AUMSVILLE CITY COUNCIL

April 24, 2023 Meeting Minutes

Mayor Angelica Ceja called the meeting to order at 7:04PM. Present were Mayor Angelica Ceja, Councilors Nico Casarez (via Zoom), Della Seney, Katie Wallace, and Walter Wick. Council absent: Scott Lee, Douglas Cox. Staff present: City Administrator (CA) Ron Harding, Assistant Public Works Director Matthew Etzel, and City Clerk Traci Nichols. The meeting was video recorded to be released later.

AGENDA APPROVAL:

Councilor Seney motioned to approve the agenda as presented. Councilor Wick seconded. Council present unanimously voted to approve the agenda.

PRESENTATIONS: None.

VISITORS: None.

PUBLIC COMMENT: None.

CONSENT AGENDA:

- a) Approval of Minutes from April 10, 2023 Regular Meeting
- b) Accounts Payable and Payroll Register

Councilor Seney motioned to approve the Consent Agenda as presented. Councilor Wick seconded. Council present unanimously voted to approve the Consent Agenda.

PUBLIC HEARING: None.

OLD BUSINESS: None.

NEW BUSINESS:

- a) Sewer Collection Cleaning and TV Inspection

Councilor Seney motioned to approve the proposal by C-More Pipe Services Company for the cleaning and TV inspection of 33,000 linear feet of the collection system in the amount of \$68,500 from Fund 019-604: Sewer Improvement. Councilor Wick seconded. Council present unanimously voted to approve the proposal.

- b) Resignation of Planning Commissioner – Term Ending December 31, 2024

Councilor Seney motioned to approve the resignation of Tom Youmans from the Planning Commission. Councilor Wick seconded. Council present unanimously voted to approve the resignation.

c) Resolution 3-23 – A Resolution Authorizing 2022-2023 Budget Amendment in the Water and Sewer Funds

Councilor Seney motioned to approve **Resolution 3-23**, as presented by Staff. Councilor Wick seconded. Council present unanimously voted to approve **Resolution 3-23**.

d) Agreement for City-Wide Special Event – Street Dance

City Administrator Ron Harding brought forward a draft contract with Treva Gambbs, owner of G-3. The contract would allow G-3 to plan and fund a Street Dance [taking the place of the Party in the Park event that kicks off the Corn Festival]. CA Harding brought up the advantages of having G-3 hold the event: no cover charge, family-friendly, food and beverages would not have to be transported in. Mayor Ceja said this is a big event, and she is concerned about the quality of the entertainment. She asked about the contract language that allows the Council to have a say in the bands/entertainment hired for the event. CA Harding explained the language allows us to reject bands, but not select the bands ourselves. Councilor Casarez (via Zoom) spoke up, saying he felt it was worth a shot to allow another entity to plan the event; Councilor Wick mirrored his sentiment. CA Harding brought up that our community events have all been an evolution, where new things were brought in and later evaluated to decide whether they worked. He explained that contracting out pieces of our events prevented Staff from being shouldered with all the logistics and allows more events without a cost to residents. Mayor Ceja asked if there was funding to pay for the band. CA Harding explained that wasn't needed – G-3 plans to fund everything involved.

A concern regarding parking came from citizen Derek Clevenger. CA Harding said it was a 5-hour event that occurs once per year. A robust discussion ensued between Council, CA Harding and Derek Clevenger. CA Harding stated that G-3 was already established, had the food in place and room around their business to hold the event. CA Harding advised Council that Staff needed a motion to approve the contract with G-3, and if Council did not wish to approve the contract, he would need guidance on how to proceed. Mayor Ceja verified that without a motion, the contract wouldn't be approved. Councilor Casarez inquired as to what the concerns may be among the Council. Mayor Ceja said she wanted quality entertainment, businesses to make money, no cover charge, and family friendliness. She said parking is a concern. Councilor Wick said his main concern was parking. CA Harding brought up an example of renting out the Community Center. He said parking was addressed in a special event situation like that, so we have a parking plan already identified. Councilor Wallace asked how many attended last year; CA Harding said about 300. Mayor Ceja said that was *with* a cover charge, and it would likely be more than that with no cover. Councilor Wick said he didn't know where to go from here because parking was a concern. CA Harding said Staff could work with G-3 on parking options. Mayor Ceja asked if the City could provide a shuttle [for parking off-site and transporting attendees to the Dance]. Councilor Casarez said we could work with G-3 on parking options. He reiterated the City should try this option. Councilor Casarez moved to enter into an agreement with G-3, with the change of Staff working with them to identify appropriate places to park and alleviate the street congestion. Councilor Wick

seconded. Councilors Wallace, Seney, Wick and Casarez voted in favor. Mayor Ceja opposed it. CA Harding said Staff would work with G-3 to identify parking areas where people have given us permission, and any overflow parking would be the park – and as people parked further out, they would have to walk more. Councilor Wick said he thought this [contract with G-3] was a great idea and we would do the best we could. CA Harding discussed a shuttle, and how it would be considerable expense.

CITY ADMINISTRATOR REPORT:

City Administrator Harding advised Council that we needed nominations for Grand Marshal for Corn Festival. There isn't a current list of potential nominees. Mayor Ceja asked for a list of the previous Grand Marshals, so there wouldn't be duplicates. CA Harding asked Council to send any ideas for the Grand Marshal to him or City Clerk Nichols.

CA Harding said funding hadn't been finalized for the new Public Works facility. The City has until May 1 to award the contract, based on bids already received. He hoped that by mid-week, funding would be secured. A special meeting may have to be convened to approve that contract.

CA Harding mentioned the Arbor Day ceremony at the elementary school, which will be held on April 28th.

CA Harding reminded Council of the half-day retreat being held on April 29th.

MAYOR/COUNCIL REPORTS AND INITIATIVES: Mayor Ceja said an article had come out in the Statesman Journal on the Wastewater Treatment facility. She said it was informative, and there was a lot of good information in it. It covered many of the challenges [the City] is facing, and what led to it.

GOOD OF THE ORDER: None.

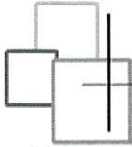
CORRESPONDENCE: None.

Mayor Ceja adjourned the meeting without prejudice at 7:42PM.

Angelica Ceja, Mayor

Ron Harding, City Administrator

/s/ Respectfully submitted by Traci Nichols, City Clerk



Accounts Payable Register

City of Aumsville

Fiscal: 2022-23

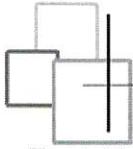
Deposit Period: 2022-23 - April

Check Period: 2022-23 - April - First Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>56058</u>	ARETE ADVISORS LLC	4/6/2023	\$275.00
<u>56059</u>	AUMSVILLE ACE HARDWARE	4/6/2023	\$92.22
<u>56060</u>	BMS TECHNOLOGIES	4/6/2023	\$2,769.08
<u>56061</u>	DALE'S AUTO BODY	4/6/2023	\$500.00
<u>56062</u>	DAVISON AUTO PARTS INC	4/6/2023	\$29.16
<u>56063</u>	FERGUSON WATERWORKS #3011	4/6/2023	\$1,646.73
<u>56064</u>	FRERES BUILDING SUPPLY	4/6/2023	\$904.75
<u>56065</u>	GOLDEN WEST INDUSTRIAL SUPPLY	4/6/2023	\$269.97
<u>56066</u>	GREYSTONE TACTICAL	4/6/2023	\$55.47
<u>56067</u>	INNOVATIVE COMMUNICATIONS	4/6/2023	\$160.00
<u>56068</u>	METCOM 9-1-1	4/6/2023	\$8,182.63
<u>56069</u>	MOONLIGHT MAINTENANCE	4/6/2023	\$399.00
<u>56070</u>	NCL OF WISCONSIN, INC	4/6/2023	\$731.43
<u>56071</u>	PETROCARD, INC.	4/6/2023	\$417.27
<u>56072</u>	SANTIAM WATER CONTROL DISTRICT	4/6/2023	\$3,140.21
<u>56073</u>	SANTIAM WRECKER SALES	4/6/2023	\$143.55
<u>56074</u>	SHERYL HUGHES	4/6/2023	\$220.00
<u>56075</u>	STAYTON ACE HARDWARE	4/6/2023	\$1.27
<u>56076</u>	STEVE WHEELER TIRE CENTER	4/6/2023	\$188.95
<u>56077</u>	TECH HEADS	4/6/2023	\$362.54
<u>56078</u>	TMG SERVICES INC	4/6/2023	\$1,119.06
<u>56079</u>	VALLEY 5 ELECTRICAL SERVICES LLC	4/6/2023	\$967.00
<u>56080</u>	VALLEY AGRONOMICS LLC	4/6/2023	\$296.05
<u>56081</u>	VALLEY SHADE TREE LLC	4/6/2023	\$1,890.00
<u>56082</u>	WATERLAB CORP	4/6/2023	\$1,057.50
<u>56083</u>	WESTECH ENGINEERING INC	4/6/2023	\$22,330.95
<u>EFT Payment 4/6/2023 3:01:25 PM - 1</u>	INVOICE CLOUD	4/6/2023	\$183.20
<u>EFT Payment 4/6/2023 3:01:25 PM - 2</u>	PACIFIC POWER	4/6/2023	\$10,306.97
<u>EFT Payment 4/6/2023 3:01:25 PM - 3</u>	VERIZON WIRELESS	4/6/2023	\$38.51
<u>EFT Payment 4/6/2023 3:01:25 PM - 4</u>	WAVE	4/6/2023	\$9.95
	Total	Check	\$58,688.42
	Total	9001000967	\$58,688.42
	Grand Total		\$58,688.42

Angelica Gitter

[Signature]



Accounts Payable Register

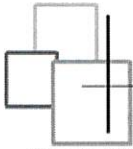
City of Aumsville

Fiscal: 2022-23

Deposit Period: 2022-23 - April

Check Period: 2022-23 - April - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>56085</u>	911 SUPPLY	4/13/2023	\$347.73
<u>56086</u>	AIRGAS USA, LLC	4/13/2023	\$157.86
<u>56087</u>	BRIDGETOWER OPCO, LLC	4/13/2023	\$414.10
<u>56088</u>	GREYSTONE TACTICAL	4/13/2023	\$480.00
<u>56089</u>	HARDEN PSYCHOLOGICAL ASSOCIATES, P.C.	4/13/2023	\$420.00
<u>56090</u>	KUSTOM SIGNALS, INC.	4/13/2023	\$1,894.63
<u>56091</u>	MARION COUNTY TREASURY DEPARTMENT	4/13/2023	\$177.00
<u>56092</u>	METCOM 9-1-1	4/13/2023	\$8,182.63
<u>56093</u>	PETROCARD, INC.	4/13/2023	\$368.54
<u>56094</u>	PLATT ELECTRIC SUPPLY	4/13/2023	\$173.33
<u>56095</u>	SONSRAY MACHINERY LLC	4/13/2023	\$140.88
<u>56096</u>	STAN BUTTERFIELD P.C.	4/13/2023	\$750.00
<u>56097</u>	STEVE WHEELER TIRE CENTER	4/13/2023	\$0.00
<u>56098</u>	THE RADAR SHOP INC	4/13/2023	\$493.00
<u>56099</u>	TRINITY'S QUALITY AUTO CARE	4/13/2023	\$536.15
<u>56100</u>	ZUMAR INDUSTRIES, INC.	4/13/2023	\$758.65
<u>EFT Payment 4/13/2023 11:19:21 AM - 1</u>	HOME DEPOT CREDIT SERVICES	4/13/2023	\$73.38
<u>EFT Payment 4/13/2023 11:19:21 AM - 2</u>	NW NATURAL	4/13/2023	\$396.14
<u>EFT Payment 4/13/2023 11:19:21 AM - 3</u>	PACIFIC OFFICE AUTOMATION	4/13/2023	\$86.70
<u>EFT Payment 4/13/2023 11:19:21 AM - 4</u>	REPUBLIC SERVICES #456	4/13/2023	\$708.90
<u>EFT Payment 4/13/2023 11:19:21 AM - 5</u>	RIVERVIEW COMMUNITY BANK	4/13/2023	\$4,652.86
<u>EFT Payment 4/13/2023 11:19:21 AM - 6</u>	WAVE	4/13/2023	\$9.95
	Total Check		\$21,222.43
	Total 9001000967		\$21,222.43
	Grand Total		\$21,222.43



Accounts Payable Register

City of Aumsville

Fiscal: 2022-23

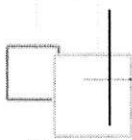
Deposit Period: 2022-23 - April

Check Period: 2022-23 - April - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>56101</u>	911 SUPPLY	4/25/2023	\$784.37
<u>56102</u>	ARETE ADVISORS LLC	4/25/2023	\$286.00
<u>56103</u>	BIO-MED TESTING SERVICE INC	4/25/2023	\$40.00
<u>56104</u>	CITY OF KEIZER	4/25/2023	\$2,727.20
<u>56105</u>	CITY OF SALEM	4/25/2023	\$1,755.00
<u>56106</u>	CITY OF WOODBURN	4/25/2023	\$950.00
<u>56107</u>	DAVID W KINNEY	4/25/2023	\$1,792.50
<u>56108</u>	DAVISON AUTO PARTS INC	4/25/2023	\$76.91
<u>56109</u>	DELL MARKETING L.P.	4/25/2023	\$839.18
<u>56110</u>	GREYSTONE TACTICAL	4/25/2023	\$197.07
<u>56111</u>	KELLER ASSOCIATES	4/25/2023	\$425.00
<u>56112</u>	NATIONAL TESTING NETWORK, INC.	4/25/2023	\$1,200.00
<u>56113</u>	PACIFIC OFFICE AUTOMATION	4/25/2023	\$123.49
<u>56114</u>	PETROCARD, INC.	4/25/2023	\$212.52
<u>56115</u>	SALEM AUDIOLOGY CLINIC, INC	4/25/2023	\$140.00
<u>56116</u>	VALLEY SHADE TREE LLC	4/25/2023	\$4,035.00
<u>56117</u>	WATERLAB CORP	4/25/2023	\$1,065.50
<u>56118</u>	WIRE WORKS, LLC	4/25/2023	\$525.00
<u>EFT Payment 4/25/2023 1:27:08 PM - 1</u>	AT&T MOBILITY	4/25/2023	\$120.12
<u>EFT Payment 4/25/2023 1:27:08 PM - 2</u>	OREGON DEPARTMENT OF REVENUE	4/25/2023	\$56.86
	Total	Check	\$17,351.72
	Total	9001000967	\$17,351.72
	Grand Total		\$17,351.72

Angela C. [Signature]

[Signature]



Payroll Register

City of Aumsville

Fiscal: 2022-23
Deposit Period: 2022-23 - April
Check Period: 2022-23 - April - First Council

Vendor	Check #	Check Date	Amount
Riverview Community Bank	9001000967		
Check			
56084	Brewster, Hayley E	4/14/2023	\$1,583.94
<u>Direct Deposit Run - 4/12/2023</u>	Payroll Vendor	4/14/2023	\$35,746.12
<u>EFT 12370412</u>	Oregon Department of Revenue	4/14/2023	\$3,795.17
<u>EFT 34531650</u>	EFTPS	4/14/2023	\$12,925.36
<u>EFT 4272023</u>	PERS	4/14/2023	\$13,426.65
<u>EFT HSA4142023</u>	HSA Bank	4/14/2023	\$1,290.75
<u>EFT OSGP4142023</u>	VOYA - STATE OF OREGON - LG#:2234	4/14/2023	\$515.00
<u>EFT V4142023</u>	Valic	4/14/2023	\$25.00
	Total	Check	\$69,307.99
	Total	9001000967	\$69,307.99
	Grand Total		\$69,307.99

Angelia G. Ock

Ben H. Hoyer



595 Main St. Aumsville, Oregon 97325
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STAFF REPORT

TO: City of Aumsville City Council
FROM: Matthew Etzel, Aumsville Public Works
SUBJECT: TAG - Integrator of Record

RECOMMENDATION: Award the Integrator of Record contract to TAG (The Automation Group).

BACKGROUND: Several months ago, Public Works brought a proposal from Westech Engineering to complete a request for proposals (RFP) for an Integrator of Record. We had one company - TAG - submit a proposal to Westech Engineering. TAG has worked with the City for several years and recently upgraded the City's supervisory control and data acquisition (SCADA) computer and software. We agree with Westech's recommendation to award the contract to TAG. They have completed several projects for the City and have backups of our current systems.

With several projects coming up including the water system upgrades, public works facility, and wastewater treatment plant upgrades it will be good to have consistent programming, and logic written for these projects. It will allow all of our water and wastewater systems to be tracked and monitored through our current SCADA system. It will also allow the City to possibly pull some of the programming and logic parts of these projects from the bidding documents and contract with TAG directly to purchase, install, and program these components of the project. This will ensure the City gets the right equipment and programming which will lower installation and programming hours and cost. This is important with the new standard of long lead times on electronic equipment. The contract also includes rates that are set for two years helping the City better budget for some of these upgrades or repairs.

MOTION:

- Move to authorize the City Administrator to enter into contract with TAG (The Automation Group) for Integrator of Record.
- Move to authorize the City Administrator to enter into contract with TAG (The Automation Group) for Integrator of Record with the following revisions.
- Move to remand back to staff for revisions as directed.

February 28, 2023

The Honorable Mayor and City Council
City of Aumsville
595 Main Street
Aumsville, Oregon 97325

RE: Recommendation for Award, Integrator of Record
J.O. 2599.1300.0

Ladies and Gentlemen:

In January of 2023, the City issued a public request for proposals to retain the services of an “integrator of record” on an ongoing services basis. The integrator of record will assist the Public Works Department with the management of the City’s various instrumentation systems, automatic control systems, and SCADA system. The proposal deadline was February 23, 2023. The City received a single proposal from a firm called The Automation Group (TAG).

We have reviewed the proposal from TAG and find that firm to be well-qualified to perform these services for the City. TAG has performed work for the City in the past and is familiar with the City’s utility systems. TAG is a well-established company that completes similar services to other communities throughout Oregon. Therefore, if it is the City's desire to proceed with the procurement of an Integrator or Record at this time, we recommend that the City authorize award of a contract to TAG for ongoing services on an as-needed basis. At this time, there will be no immediate work that will be awarded to TAG. However, as future needs arise, the City will be able to work with TAG on a task order basis under an ongoing services contract.

Upon authorization from the City, the next step is to work with TAG to execute a formal ongoing services contract for the integrator of record services. We can assist the City with this process.

We hope this information is useful and will assist the City Council in making a final decision on the award of this project. We are happy to attend the City Council meeting and to answer questions or to discuss the project in more detail if you desire. If you have any questions or need additional information regarding this matter, please contact us at (503) 585-2474.

Sincerely,

WESTECH ENGINEERING, INC.



Christopher J. Brugato, P.E.
Vice President

cjb

CITY OF AUMSVILLE

SYSTEM INTEGRATION MASTER SERVICES CONTRACT

This Contract is by and between City of Aumsville ("City") and The Automation Group ("System Integrator") for the performance of system integration and programming services for the City's public utility needs, as defined in Exhibit A – Scope of Work.

A. RECITALS

City solicited proposals from System Integrator and other consulting firms to provide system integration services for Project through a formal competitive proposal process.

System Integrator submitted its proposal, having examined the Request for Proposals, and was chosen as the most highly qualified System Integrator, best suited to meet the City's needs pursuant to the RFP criteria.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Oregon Public Contracting Code Requirements (279C)
- Exhibit C – Request for Proposal
- Exhibit D – System Integrator's Proposal
- Exhibit E – System Integrator's Fee Schedule

In the event of a conflict between this Contract and its exhibits, the terms of this Contract shall prevail, followed by Exhibit B, then Exhibits A, C, D, and E in that order.

C. AGREEMENT

1. Term

The term of this Contract shall be for a two year term from the date of its execution. The date of execution shall be the date on which the City signs the contract as noted on page 17. The Contract Term may be extended for additional 2-year periods of time upon mutual written agreement of both parties. Such extension(s) will consider System Integrator's fee schedule attached as Exhibit E to this Agreement.

2. Scope of Work

System Integrator shall provide all services and deliver all materials as specified in the attached Exhibits, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.

3. Compensation

3.1 Compensation. System Integrator will be paid by City on a time and materials basis, for work actually completed and invoiced as described in this section.

3.1.1 Payments shall be made to the System Integrator based on the fee schedule provided by the System Integrator defined in Exhibit E.

3.1.2 System Integrator shall complete its scope of work services as defined in Exhibit A.

- 3.2 Invoices. Payments shall be based upon monthly invoices which System Integrator shall submit to the City, detailing the previous months' fees, costs and percentage of the Project completed at that time. Upon request, System Integrator will provide the City representative with documents and records evidencing the progress made on the Project to date. System Integrator shall send invoices to City's representative at City's address set forth in Section 5. In the event of non-payment due to a fee dispute between the parties, System Integrator shall continue to provide Contract services to City.
- 3.3 Reimbursable Expenses. Reimbursable expenses shall be itemized and include expenses reasonably incurred in the interest of the Project for: 1) Long distance communications; 2) Reproductions, presentations and work session handouts or other materials; 3) Postage and handling of documents; 4) Preauthorized travel expenses; and 5) Expense of overtime work requiring higher than regular rates, if authorized by City.

4. Contractor Is an Independent Contractor

System Integrator shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set the schedule and evaluate the quality of System Integrator's completed work, City cannot and will not control the means and manner of System Integrator's performance. System Integrator is responsible for determining the appropriate means and manner of performing work. System Integrator is responsible for all federal and state taxes applicable to compensation and payment paid to System Integrator under the Contract and will not have any amounts withheld by City to cover System Integrator's tax obligations. System Integrator is not eligible for any City fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City:
Steve Oslie, Public Works Director
City of Aumsville
595 Main Street
Aumsville, OR 97325

System Integrator:
Gary Jenks, President
The Automation Group, Inc.
4768 Isabelle Street
Eugene, OR 97402

6. Indemnification

System Integrator shall indemnify, hold harmless, and defend City and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from System Integrator's negligent performance and/or fault of System Integrator, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and System Integrator, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

System Integrator shall defend City from claims covered under this section at System Integrator's sole cost and expense until such time (1) as an arbitration panel or a court of competent jurisdiction determines that City is liable in whole or in part for the loss or claim caused by City's negligence or (2) until City and System Integrator mutually agree to allocate the liability.

7. Insurance Requirements

- 7.1 During the term of this Contract, System Integrator shall maintain, at its own expense, the following types of insurance in the following amounts:
- a. Comprehensive general liability insurance on Insurance Services Office (ISO) occurrence form CG 00 01, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

\$2,000,000 – each occurrence (bodily injury)
\$4,000,000 – general aggregate
\$1,000,000 – property damage, contractual, etc.
\$2,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this Contract. (Proof of coverage will be attached to this Contract).
 - b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence. (Proof of coverage will be attached to this Contract).
 - c. Errors and Omissions insurance covering System Integrator's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of six (6) years after final completion. (Proof of coverage will be attached to this Contract).
 - d. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.
- 7.2 Except as required in 7.1(c) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.
- 7.3 Policies shall provide that City, its officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own.
- 7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract if the loss, damage or destruction is due to the City's negligence or fault.
- 7.6 All policies of insurance shall be issued by good, responsible companies with a rating acceptable to the City and that are qualified to do business in the State of Oregon.

7.7 System Integrator shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, System Integrator shall furnish City with executed copies of such policies of insurance. System Integrator shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

8.1 System Integrator, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

8.2 System Integrator warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. System Integrator shall indemnify City for any liability incurred by City as a result of System Integrator's breach of the warranty under this paragraph.

9. Hours of Employment

System Integrator shall comply with all applicable state and federal laws regarding employment.

10. Assignment

Before performing any work for which the System Integrator will seek compensation under this contract, the System Integrator shall prepare a detailed scope of work, budget of costs, and project schedule for a specific work task solicited by the City. The scope of work shall include all tasks and deliverables necessary to complete the work requested by the City. The budget of costs shall assign task numbers to each task outlined in the scope of work and show the budgeted number of hours, team member assignments, and hourly rate for each task. The City will then issue a task order under the provisions of the master services contract.

The selected Consultant shall not begin work on any task until the City has issued Notice to Proceed for that task.

System Integrator may not assign any of its responsibilities under this Contract without City's prior written consent, which consent may be withheld in City's sole discretion. System Integrator may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent, which consent shall not be unreasonably withheld. System Integrator's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, System Integrator shall remain liable for all of its obligations under this Contract.

11. Labor and Material

System Integrator shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

12. Ownership of Work and Documents

All work performed by System Integrator and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to System Integrator, and it is agreed by the parties that such documents are works made for hire. System Integrator hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any materials furnished to City by System Integrator, without System Integrator's involvement or consent, then System Integrator shall not be responsible for the materials.

13. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against System Integrator. Upon termination under this paragraph, System Integrator shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against System Integrator. Pursuant to this paragraph, System Integrator shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by System Integrator. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless System Integrator can show good cause beyond its control for the delay.

14. Termination for Cause

City may terminate this Contract effective upon delivery of written notice to System Integrator, or at such later date as may be established by City, under any of the following conditions:

- 14.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 14.3 If any license or certificate required by law or regulation to be held by System Integrator to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

If City fails to perform in the manner called for in this Contract or if City fails to comply with any other provisions of the Contract, System Integrator may terminate this Contract for default. Prior to such termination, System Integrator shall give to City written notice of the breach and intent to terminate. If City has not entirely cured the breach within fifteen (15) days of the date of the notice, then System Integrator may terminate the Contract at any time thereafter by giving a written notice of termination.

If System Integrator fails to perform in the manner called for in this Contract or if System Integrator fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on System Integrator setting forth the manner in which System Integrator is in default. System Integrator shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract, the parties shall have the following remedies:

- 16.1 If terminated under paragraph 15 by City due to a breach by System Integrator, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then System Integrator shall pay to City the amount of the reasonable excess.
- 16.2 In addition to the above remedies for a breach by System Integrator, City also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If City breaches this Contract, System Integrator's remedy shall be limited to termination of the Contract and receipt of Contract payments to which System Integrator is entitled.
- 16.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, System Integrator shall immediately cease all activities related to the services and work under this Contract. As directed by City, System Integrator shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

17. Nondiscrimination

During the term of this Contract, System Integrator shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and System Integrator that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. System Integrator, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. Compliance with Laws and Regulations

System Integrator shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, System Integrator expressly agrees to comply with: (i) ORS 659.425; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon System Integrator's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. System Integrator, its subconsultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. System Integrator shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources

By execution of this Contract, System Integrator agrees that:

- 20.1 System Integrator is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract and to administer any work within the scope and complexity contemplated by this Contract.
- 20.2 System Integrator has the capabilities and resources necessary to perform the obligations of this Contract.
- 20.3 System Integrator is familiar with all current laws, rules, and regulations which are applicable to the completion of work which may fall within the scope of this Contract.

21. Drawings, Specifications and Other Documents

System Integrator hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 20, complete all work, prepare any drawings, specifications, and other documents pursuant to this Contract so that they are complete and that the project, when completed, shall be a complete and properly functioning facility.

22. Errors and Omissions

System Integrator shall be responsible for correcting any errors in services provided. System Integrator shall correct at no additional cost to City any and all such errors in the work provided by System Integrator or its subconsultants.

23. Contract Performance

System Integrator shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. System Integrator shall not be liable for delays that are beyond System Integrator's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of System Integrator's warranties or a default or defect in performance by System Integrator that has not been cured. System Integrator agrees that time is of the essence under this Contract.

24. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to System Integrator's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting consulting contract(s) is involved in litigation, System Integrator shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. System Integrator shall provide full access to these records to City, and its duly authorized representatives in preparation for and during litigation.

25. Representations and Warranties

- 25.1 System Integrator represents and warrants to City that:
 - 25.1.1 System Integrator has the power and authority to enter into and perform this Contract;
 - 25.1.2 When executed and delivered, this Contract shall be a valid and binding obligation of System Integrator enforceable in accordance with its terms;

25.1.3 System Integrator shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent; and

25.1.4 The services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions.

25.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

26. City Obligations

26.1 City shall provide full information in a timely manner regarding requirements for and limitations on the project. With regard to subcontractor liens, City shall furnish to System Integrator, within fifteen (15) days after receipt of a written request, information necessary and relevant for System Integrator to evaluate, give notice of, or enforce lien.

26.2 City shall establish and update, if necessary, overall project budgets.

26.3 City shall furnish the services of consultants when such services are requested by System Integrator, reasonably required by the scope of a project, and agreed to by City.

26.4 City shall furnish all testing as required by law or the contract documents.

26.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after System Integrator has performed requisite project management and oversight duties.

26.6 City shall provide prompt written notice to System Integrator if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in System Integrator's design or performance under the contract.

26.7 City shall pay System Integrator in accordance with paragraph 3 and Exhibit A of this Contract, upon receipt of System Integrator's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed and progress made upon the project to date, on a pro rata basis.

26.8 City shall report the total amount of all payments to System Integrator, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

26.9 City shall guarantee access to, and make all provisions for System Integrator to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.

26.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of System Integrator to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Contract price or Contract time.

27. Arbitration

- 27.1 All claims, disputes, and other matters in question between the City and System Integrator arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Marion County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.
- 27.2 A claim by System Integrator arising out of, or relating to this Contract must be made in writing and delivered to the Public Works Director not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the Public Works Director within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the Public Works Director will be considered by the City Council at its next regularly scheduled meeting. At that meeting, the City Council will render a written decision approving or denying the claim. If the claim is denied by the City Council, the System Integrator may file a written request for arbitration with the Public Works Director. No demand for arbitration shall be effective until the City Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City Council has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Council's decision being binding upon the City and System Integrator.
- 27.3 Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the System Integrator to proceed through the courts for relief. If arbitration is allowed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to modifications or appeal except to the extent permitted by Oregon law.

28. Joinder

Notwithstanding any contrary language in other documents or agreements related to services provided by System Integrator pursuant to this Contract, including contracts for construction services, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact arising out of or related to this Contract and whose presence is required if complete relief is to be accorded. This paragraph applies to any and all claims, disputes, and other matters arising out of, or relating to this Contract, including but not limited those claims, disputes, and other matters subject to litigation or arbitration.

29. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, System Integrator agrees to pay City's attorney's fees so incurred. Such costs and fees

shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

30. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

31. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

32. Foreign Contractor

If System Integrator is not domiciled in or registered to do business in the state of Oregon, System Integrator shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. System Integrator shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

33. Confidentiality

System Integrator shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent System Integrator from establishing a claim or defense in an adjudicatory proceeding. System Integrator shall require similar agreements from City's and/or System Integrator's subconsultants to maintain the confidentiality of information of City.

34. Force Majeure

System Integrator shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

35. Waivers

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by System Integrator of the same or any other provision. City's consent to or approval of any act by System Integrator requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by System Integrator, whether or not similar to the act so consented to or approved.

36. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

37. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

38. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

39. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

40. Certificate of Compliance with Oregon Tax Laws

By executing this Contract, System Integrator certifies under penalty of perjury that System Integrator is, to the best of System Integrator's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

CITY:

CITY OF AUMSVILLE

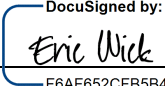
SYSTEM INTEGRATOR:

THE AUTOMATION GROUP

By: _____

Title: _____

Date: _____

By:  _____
F6AF652CFB5B4DF...

Title: Corporate Secretary

Date: 4/20/2023

Exhibit A

SCOPE OF WORK

SERVICES AND RESPONSIBILITY OF SYSTEM INTEGRATOR

Services shall be provided pursuant to City work task requests or as otherwise requested by City in writing. When authorized by City, the specific services which the System Integrator shall furnish will generally consist of, but not be limited to, the following itemized services:

General System Integration & Programming

Services shall generally consist of, but not limited to, system integration and programming services related to City's public utilities, such as the water and wastewater facilities. System Integrator shall complete work on an ongoing basis for a two-year period, with the potential for renewal. Such "of record" integrator services may be requested of System Integrator by City, pursuant to this contract's terms and conditions for Work, which will govern work authorized by separate Task Orders that may include special terms and conditions.

Task Orders shall be used to authorize work described above. Said Task Orders and amendments thereto shall be agreed to by both parties, with scope of work, delivery schedule, and total compensation to be negotiated at the time the Task Order is proposed by either party. Task Orders that do not meet these requirements shall not be binding and no further compensation will be allowed for any Task Order work performed.

Subject to the requirements of this section, City shall have the right to amend the scope of any Task Order to this Contract and to cancel a portion of the work pursuant to a Task Order at any time. City shall pay System Integrator an amount to be agreed upon by the parties for all additional Work. City shall pay System Integrator a reduced amount to be agreed upon by the parties in the event City cancels such work. City shall not be liable for profits lost due to cancelled work.

Exhibit B

PUBLIC CONTRACTING CODE REQUIREMENTS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the Contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G).
6. Pursuant to ORS 279C.520(2), the Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
7. Pursuant to ORS 279C.530(2), all employers, including Contractor, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
8. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
9. The Contract may be canceled at the election of Owner for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
10. Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors.
11. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
12. In the performance of this Contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.

13. Pursuant to Owner's Public Contracting Rule 137-049-0880, the Owner may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
14. Contractor shall ensure Owner's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.

Exhibit C

Exhibit C – Request for Proposal

**REQUEST FOR PROPOSAL
FOR
SYSTEM INTEGRATOR OF RECORD**

CITY OF AUMSVILLE, OREGON

PROPOSAL SUBMITTAL DEADLINE:
March 9, 2023 2:00 PM

WESTECH ENGINEERING, INC.
3841 Fairview Industrial Drive SE, Suite 100
Salem, Oregon 97302
(503) 585-2474

**REQUEST FOR PROPOSAL
SYSTEM INTEGRATOR OF RECORD
CITY OF AUMSVILLE, OREGON**

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APPENDICES

- APPENDIX A – System Integration Services Contract
- APPENDIX B – Project Background and Anticipated Scope of Work for System Integrator
- APPENDIX C – Proposer’s Response Form
- APPENDIX D – Invitation to Propose

1. PURPOSE OF RFP AND PROJECT BACKGROUND:

The City of Aumsville (City) is requesting proposals from consultants to provide system integration and programming services (Project) as the City's System Integrator of Record (Consultant). This Request for Proposals (RFP) is intended to provide interested parties with sufficient information to prepare and submit proposals for consideration by the City. The City intends to enter into an agreement using the form attached as Appendix A with the selected Consultant under the terms and conditions outlined in this RFP. The City is seeking a Consultant who scores highest based upon the criteria listed in Section 13 of this RFP. The City intends to procure ongoing support services from the selected Consultant under this RFP and resulting contract.

The City of Aumsville serves a population of approximately 4,100 people and provides drinking water, sanitary sewer, and other public utility services to its user base. The City owns and operates several water supply wells, a water treatment facility and a water storage tank. The City also owns and operates a wastewater treatment plant. The City owns and operates supervisory control and data acquisition (SCADA) systems for these utilities.

Improvements to the City's Public Works offices and the water system are currently under design and will be constructed in the coming years. The selected Consultant will initially perform services to support these project as described in greater detail in Appendix B.

2. DEFINITIONS:

Unless otherwise stated or the context otherwise implies, words, terms, and phrases used in this Request for Proposal shall have the meaning ascribed to them in the engineering and environmental services profession.

As used in this RFP:

"Addendum" means any document issued by the City to modify the terms and conditions of this document.

"Assignment" means a discrete written agreement between the City and a consultant that authorizes the Consultant to perform specific services.

"Consultant" means a respondent selected by the City through this RFP who enters into a Master Contract with the City.

"City" means City of Aumsville, Oregon

"EOR" means the Engineer of Record, Westech Engineering Inc, of the City of Aumsville.

"Master Contract" means the written professional services contract between the City and a Consultant that will establish the general requirements for Assignments:
Appendix A.

“Proposal” means a statement of proposal submitted by a respondent in response to this RFP.

“Proposers Response Form” means the form attached to this RFP as Appendix C.

“Respondent” means any person or entity that submits a statement of qualifications in response to this RFP.

“RFP” or “Request for Proposals” means this document, all attached appendices, other documents incorporated by reference in this document, and addenda.

“Services” means all labor, materials, opinions, reports, and other consulting services that are authorized by written Assignment under the Master Contract.

When not inconsistent with the context, words in the plural number include the singular and words in the singular include the plural. References to “the Consultant” do imply that there is only one Consultant.

3. SCOPE OF SERVICES:

- 3.1 The Consultant will be expected to provide services similar to those described in Appendix B. The City intends to enter into a master services contract for ongoing services similar to the sample contract in Appendix A. As specific work tasks are defined, the City will solicit a scope of work and cost proposal from the Consultant and issue a task order for the work under the terms of the master services contract.
- 3.2 The Consultant shall perform the services as an independent contractor in accordance with generally accepted standards applied by professionals of Consultant’s caliber. Consultant shall be responsible for the professional quality, technical accuracy and coordination of all services that it performs.
- 3.3 The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in that service that are caused by Consultant’s negligence.

4. INFORMATION CONCERNING RFP:

- 4.1 The EOR is the sole point of contact in the City for this selection action. All correspondence pertaining to this RFP should be directed to the EOR at:

Attention: Christopher J. Brugato, P.E.
Westech Engineering, Inc.
3841 Fairview Industrial Dr. SE, Suite 100
Salem, OR 97302
Telephone: (503) 585-2474
Email: cbrugato@westech-eng.com

- 4.2 Respondents are cautioned not to make any assumptions as to the implied meaning or intent of any part of this RFP. Respondents should request clarification if needed.

Every request for information on, or clarification of, this RFP must be submitted to the EOR in writing by February 16, 2023 at 10:00am.

- 4.3 Respondents submit proposals solely at their own expense and the City is not responsible for any of Respondents' expenses associated with responses to this RFP.
- 4.4 Any prospective respondent who contends that the provisions of this RFP or any aspect of the procurement process will encourage favoritism in the award of the contract for services or substantially diminish competition must file a written protest to the RFP by February 14, 2023 at 5:00pm. Failure to file a protest will be deemed a waiver of any claim by a respondent that the selection procedure violates any provision of ORS Chapter 279A, 279B, and 279C or the City's Rules for Selection of Persons to Perform Personal Services.

5. SCHEDULE OF EVENTS:

- 5.1 The following schedule of events shall be followed for this RFP:

REQUEST FOR PROPOSAL ADVERTISED.....	January 11, 2023
LAST DATE FOR SOLICITATION PROTEST	February 14, 2023
LAST DATE FOR SOLICITATION QUESTIONS	February 16, 2023
PROPOSAL SUBMITTAL DEADLINE	February 23, 2023
NOTIFICATION OF INTENT TO INTERVIEW PROPOSERS.....	March 9, 2023
INTERVIEWS OF PROPOSERS (IF REQUESTED).....	March 23, 2023
EXPECTED DATE FOR NOTICE OF INTENT TO AWARD	March, 31, 2023
EXPECTED DATE FOR CITY COUNCIL AWARD	April 10, 2023

- 5.2 The schedule of events in Subsection 5.1 is intended to allow prospective respondents sufficient time for requests for information and for the preparation of Proposals.

6. ADDENDA TO THE REQUEST FOR PROPOSALS

The provisions of this RFP cannot be modified by oral interpretations or statements. If inquiries or comments by respondents raise issues that require clarification by the City or the City decides to revise any part of this RFP, addenda will be provided to all persons who receive the RFP. Receipt of an Addendum must be acknowledged by completing the addenda acknowledgment paragraph of the Proposers Response Form and submitting it with the Proposal.

7. FORMAT OF PROPOSALS:

- 7.1 Proposals shall be submitted in the format described in this section and include the content specified in Section 8.
- 7.2 In order to be considered for selection, a respondent must submit a complete, succinct response to this RFP. The proposal should be prepared simply and economically, providing a concise description of the respondent's capabilities to provide services. The City will not reimburse respondents for any costs incurred in the preparation and presentation of their proposals.
- 7.3 The proposal shall be typed. The proposal shall be organized in accordance with the list of contents specified in Section 8. The proposal shall not exceed the page limits listed in Section 8, *excluding* both the Cover Sheet and the Proposers Response Form. If a respondent submits a proposal exceeding this limit, the City will consider the pages up to that allowable number and discard all subsequent pages. One (1) page is defined as: one (1) side of a single 8-1/2" x 11" page, with 12-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, resumes, etc., will be counted as one (1) page. Respondents may use their discretion for the font size of the other materials (e.g. graphics, charts).
- 7.4 The proposal shall be signed in ink by a person who is authorized to represent the respondent.
- 7.5 A proposal from a partnership shall be signed by at least one partner.
- 7.6 A proposal from a corporation shall be signed by the President, the Chief Executive Officer, or other person authorized to act on behalf of the corporation, and shall include evidence of the corporate officer's authority to sign. Identify the State of Incorporation.
- 7.7 By submitting a proposal, a respondent acknowledges that:
 - 7.7.1 The respondent has read and understands this RFP; and
 - 7.7.2 The respondent is familiar with the conditions that will affect the respondent's performance, if the respondent is selected by the City.

8. CONTENT OF PROPOSALS:

- 8.1 Content of proposals shall include information and be organized as described below. Respondents shall respond to each category.
- 8.2 Proposals shall include a cover sheet with the following items. 1 page limit.
 - 8.2.1 Respondent's name, address, email address, and telephone number;
 - 8.2.2 Name and contact information of primary contact person;
 - 8.2.3 Signature, printed name, and title of respondent's authorized representative;

- 8.2.4 A statement indicating acceptance of the City's proposed contract provisions or suggestions of reasonable alternatives that do not substantially impair the City's rights under the contract in accordance with Section 9 of the RFP.
 - 8.2.5 Date of signature;
- 8.3 Minimum Requirements of Proposers: It is a requirement that Proposers possess the following minimum certifications, licensing and facilities. Proposers shall furnish documentation to validate that the following minimum qualifications are met. No page limit.
 - 8.3.1 Proposers shall be officially recognized as a Rockwell Certified System Integrator. Proposers shall furnish documentation from Rockwell to validate this status;
 - 8.3.2 Proposers shall own and operate a UL508A Listed Panel Shop. Proposers shall furnish documentation to validate this status;
 - 8.3.3 Proposers shall be licensed by the CCB as a Contractor in the State of Oregon;
 - 8.3.4 Proposers shall have licensed electricians on staff.
- 8.4 Firm Description: 5 page limit. A description of the Proposer's company, proof of insurance, and a description of the proposer's resources, including staff, equipment, and facilities, shall be summarized..
- 8.5 Qualifications, Resources, and Experience. 10 page limit. This section shall describe the Proposer's specific qualifications and experience with integration work similar to the work anticipated by the City.
- 8.6 Project Team. 10 page limit. This section shall describe the experience of key personnel on the proposed project team. Certifications of key staff should be listed. This section shall include complete contact information for the project manager that will be assigned to this project including a resume of his or her experience. The individual's education, training, certifications, and experience should be identified. Indicate whether experience is with current or former employers.
- 8.7 References: 1 page limit. Contact information for a minimum of three municipal references for which the proposer has provide services similar to those anticipated by the City. These references should be familiar with the proposed project team members.
- 8.8 Hourly Rates: 2 page limit. Provide hourly rates billing rates for all staff, crew time, and reimbursables.
- 8.9 Additional Information. 5 page limit. Any additional information respondents feel is relevant to assess the capabilities and qualifications of your company to successfully complete the Scope of Work.

- 8.10 Proposers must submit the Proposers Response Form attached to this request for proposal as Appendix C.

9. CONTRACT:

- 9.1 The Consultant selected by the City will be requested to enter into a written Master Contract in the form that is attached to this RFP as Appendix A. The contract provisions proposed by the City are intended to assign the relative rights and responsibilities of the parties in a manner that will promote quality in the services.
- 9.2 The selected Consultant shall provide Certificates of Insurance in an amount not less than those listed in the Master Contract.
- 9.3 The proposal should either indicate acceptance of the City's proposed contract provisions or suggest reasonable alternatives that do not substantially impair the City's rights under the contract. Unconditional refusal to accept the contract provisions proposed by the City without offering acceptable alternatives may result in the disqualification of the respondent or a less favorable evaluation of its proposal.
- 9.4 If inclusion of any of the City's proposed contract provisions will result in higher cost for the services, such costs must be specifically identified in the proposal.

10. ASSIGNMENTS:

- 10.1 Before performing any work for which the Consultant will seek compensation under the master services contract, the selected Consultant shall prepare a detailed scope of work, budget of costs, and project schedule for a specific work task solicited by the City. The scope of work shall include all tasks and deliverables necessary to complete the work requested by the City. The budget of costs shall assign task numbers to each task outlined in the scope of work and show the budgeted number of hours, team member assignments, and hourly rate for each task. The City will then issue a task order under the provisions of the master services contract.
- 10.2 The selected Consultant shall not begin work on any task until the City has issued Notice to Proceed for that task.

11. SUBMISSION OF PROPOSALS:

- 11.1 Proposals must be delivered via email to the EOR before **2:00 PM on February 23, 2023**. Proposals received after the specified time and date will not be considered.

All proposals shall be signed & dated in ink, scanned, and submitted digitally via email as a single PDF file. Mailed or faxed submittals will not be accepted or considered.

The City is not responsible for email delivery delays caused by technical issues. Respondents are encouraged to submit proposals at least a day prior to the deadline and to confirm receipt of the proposal by telephone.

11.2 Respondents shall submit their proposal to the EOR at the email address shown below.

Christopher J. Brugato, P.E.
cbrugato@westech-eng.com

11.3 Each respondent's proposal shall be irrevocable for sixty (60) days from the submission deadline or until the City specifically rejects the proposal or executes a contract with another respondent, whichever shall occur first.

12. WITHDRAWAL OF PROPOSALS:

Any proposal may be withdrawn by delivering a written request to the EOR at any time prior to the date of opening. The request shall be executed by a duly authorized representative of the respondent.

13. EVALUATION OF PROPOSALS:

13.1 Proposals shall be scored and evaluated by City staff. Scoring and evaluation will focus on the qualifications and response provided in the proposal.

13.2 The City may interview one or more ranked respondent(s), but the City is not required to interview any or all respondents.

13.3 Proposals that do not contain all information required by this RFP or are otherwise non-responsive, may be rejected, or given a lower rating in the evaluation process. The City may waive inconsequential defects in a proposal.

13.4 The City may request supplemental information from a respondent concerning the respondent's ability to perform services. If a respondent fails to provide supplemental information promptly after receiving a written request from the City, the City may refuse to consider the Respondent's proposal.

13.5 In cases of doubt or differences of opinion concerning the interpretation of this RFP, the City shall have exclusive discretion to determine the intent, purpose, and meaning of any provision in this RFP.

13.6 The City shall apply the following criteria in making a recommendation to the Council for the award of the Proposal. The criteria are listed with the range of points that respondents can score in each category.

- | | |
|---|------------|
| A. Favorable references and proven track record for integration & programming services. | (0-10 pts) |
| B. Product & service quality and expected performance | (0-30 pts) |
| C. Quality and completeness of proposal | (0-10 pts) |

- D. Service capabilities and support after facility commissioning, considering location of service representatives, track record for other northwest municipalities. (0-20 pts)
- E. Cost (Hourly Rates) (0-20 pts)
- F. Interviews (if held) (0-10 pts)

14. SELECTION:

- 14.1 If the City and the selected candidate are unable for any reason to negotiate a contract, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.
- 14.2 All respondents not selected will be notified of the City’s decision. After the City selects a Consultant to perform the services, any respondent may review the evaluation documentation at the office of the EOR. If there are disagreements with the outcome or questions regarding the selection process, respondents must submit concerns in writing to the EOR within ten (10) days after the selection has been made. A written response will be issued for all questions or concerns that are expressed by respondents.
- 14.3 The services and responsibilities set forth in this RFP, together with any other documents required herein, shall be included in the contract executed by the successful Proposer, as indicated in the contract form attached as Appendix A. Any open terms in the attached contract will be completed based upon City negotiation and Awardee’s proposal. Subject to Section 9.3 of this RFP, submittal of a proposal indicates a Proposer’s intent to execute the attached contract and be bound thereby.
- 14.4 Rights Reserved – The City reserves the right to:
 - 14.4.1 Reject any proposal not in compliance with all prescribed public contracting procedures and requirements and other applicable laws.
 - 14.4.2 Reject for good cause any or all proposals upon the City finding that it is in the public interest to do so.
 - 14.4.3 Reject any proposal or proposals not meeting or differing from the specifications set forth herein.
 - 14.4.4 Waive any and all minor irregularities or informality not involving price, time, or changes in the Work in the proposal submitted when, in the opinion of the City it is in its best interest to do so.
 - 14.4.5 Consider the competency and responsibility of proposers in making any awards.
 - 14.4.6 Reject a selected proposer if within a reasonable time determined solely at the discretion of the City, proposer has not executed a project contract.

- 14.4.7 Hold the three proposals determined best by the City under consideration until the final award is made, provided that the City shall award the contract within 90 days after the proposal opening date.
 - 14.4.8 Extend the deadline for submitting proposals.
 - 14.4.9 Seek other proposals, if deemed in the public interest.
- 14.5 Nothing in any proposal shall be deemed to be confidential, despite a respondent's attempt to make it confidential.

APPENDIX A

CITY OF AUMSVILLE

SYSTEM INTEGRATION MASTER SERVICES CONTRACT

This Contract is by and between City of Aumsville ("City") and _____ ("System Integrator") for the performance of system integration and programming services for the City's public utility needs, as defined in Exhibit A – Scope of Work.

A. RECITALS

City solicited proposals from System Integrator and other consulting firms to provide system integration services for Project through a formal competitive proposal process.

System Integrator submitted its proposal, having examined the Request for Proposals, and was chosen as the most highly qualified System Integrator, best suited to meet the City's needs pursuant to the RFP criteria.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Oregon Public Contracting Code Requirements (279C)
- Exhibit C – Request for Proposal
- Exhibit D – System Integrator's Proposal
- Exhibit E – System Integrator's Fee Schedule

In the event of a conflict between this Contract and its exhibits, the terms of this Contract shall prevail, followed by Exhibit B, then Exhibits A, C, D, and E in that order.

C. AGREEMENT

1. Term

The term of this Contract shall be from the date of its execution to **Month, Day, Year (2 year term)**. The Contract Term may be extended for additional 2-year periods of time upon mutual written agreement of both parties. Such extension(s) will consider System Integrator's fee schedule attached as Exhibit E to this Agreement.

2. Scope of Work

System Integrator shall provide all services and deliver all materials as specified in the attached Exhibits, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.

3. Compensation

- 3.1 Compensation. System Integrator will be paid by City on a time and materials basis, for work actually completed and invoiced as described in this section.
 - 3.1.1 Payments shall be made to the System Integrator based on the fee schedule provided by the System Integrator defined in Exhibit E.
 - 3.1.2 System Integrator shall complete its scope of work services as defined in Exhibit A.
- 3.2 Invoices. Payments shall be based upon monthly invoices which System Integrator shall submit to the City, detailing the previous months' fees, costs and percentage of the Project completed at that time. Upon request, System Integrator will provide the City representative with documents and records evidencing the progress made on the Project to date. System Integrator shall send invoices to City's representative at City's address set forth in Section 5. In the event of non-payment due to a fee dispute between the parties, System Integrator shall continue to provide Contract services to City.
- 3.3 Reimbursable Expenses. Reimbursable expenses shall be itemized and include expenses reasonably incurred in the interest of the Project for: 1) Long distance communications; 2) Reproductions, presentations and work session handouts or other materials; 3) Postage and handling of documents; 4) Preauthorized travel expenses; and 5) Expense of overtime work requiring higher than regular rates, if authorized by City.

4. Contractor Is an Independent Contractor

System Integrator shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set the schedule and evaluate the quality of System Integrator's completed work, City cannot and will not control the means and manner of System Integrator's performance. System Integrator is responsible for determining the appropriate means and manner of performing work. System Integrator is responsible for all federal and state taxes applicable to compensation and payment paid to System Integrator under the Contract and will not have any amounts withheld by City to cover System Integrator's tax obligations. System Integrator is not eligible for any City fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City:

Steve Oslie, Public Works Director
City of Aumsville
595 Main Street
Aumsville, OR 97325

System Integrator:

6. Indemnification

System Integrator shall indemnify, hold harmless, and defend City and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from System Integrator's negligent performance and/or fault of System Integrator, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and System Integrator, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

System Integrator shall defend City from claims covered under this section at System Integrator's sole cost and expense until such time (1) as an arbitration panel or a court of competent jurisdiction determines that City is liable in whole or in part for the loss or claim caused by City's negligence or (2) until City and System Integrator mutually agree to allocate the liability.

7. Insurance Requirements

7.1 During the term of this Contract, System Integrator shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Comprehensive general liability insurance on Insurance Services Office (ISO) occurrence form CG 00 01, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

\$2,000,000 – each occurrence (bodily injury)
\$4,000,000 – general aggregate
\$1,000,000 – property damage, contractual, etc.
\$2,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this Contract. (Proof of coverage will be attached to this Contract).

- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence. (Proof of coverage will be attached to this Contract).
- c. Errors and Omissions insurance covering System Integrator's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of six (6) years after final completion. (Proof of coverage will be attached to this Contract).
- d. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(c) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

- 7.3 Policies shall provide that City, its officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own.
- 7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract if the loss, damage or destruction is due to the City's negligence or fault.
- 7.6 All policies of insurance shall be issued by good, responsible companies with a rating acceptable to the City and that are qualified to do business in the State of Oregon.
- 7.7 System Integrator shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, System Integrator shall furnish City with executed copies of such policies of insurance. System Integrator shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 System Integrator, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 System Integrator warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. System Integrator shall indemnify City for any liability incurred by City as a result of System Integrator's breach of the warranty under this paragraph.

9. Hours of Employment

System Integrator shall comply with all applicable state and federal laws regarding employment.

10. Assignment

System Integrator may not assign any of its responsibilities under this Contract without City's prior written consent, which consent may be withheld in City's sole discretion. System Integrator may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent, which consent shall not be unreasonably withheld. System Integrator's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, System Integrator shall remain liable for all of its obligations under this Contract.

11. Labor and Material

System Integrator shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

12. Ownership of Work and Documents

All work performed by System Integrator and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to System Integrator, and it is agreed by the parties that such documents are works made for hire. System Integrator hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any materials furnished to City by System Integrator, without System Integrator's involvement or consent, then System Integrator shall not be responsible for the materials.

13. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against System Integrator. Upon termination under this paragraph, System Integrator shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against System Integrator. Pursuant to this paragraph, System Integrator shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by System Integrator. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless System Integrator can show good cause beyond its control for the delay.

14. Termination for Cause

City may terminate this Contract effective upon delivery of written notice to System Integrator, or at such later date as may be established by City, under any of the following conditions:

- 14.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 14.3 If any license or certificate required by law or regulation to be held by System Integrator to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

If City fails to perform in the manner called for in this Contract or if City fails to comply with any other provisions of the Contract, System Integrator may terminate this Contract for default. Prior to such termination, System Integrator shall give to City written notice of the breach and intent to terminate. If City has not entirely cured the breach within fifteen (15) days of the date of the notice, then System Integrator may terminate the Contract at any time thereafter by giving a written notice of termination.

If System Integrator fails to perform in the manner called for in this Contract or if System Integrator fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on System Integrator setting forth the manner in which System Integrator is in default. System Integrator shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract, the parties shall have the following remedies:

- 16.1 If terminated under paragraph 15 by City due to a breach by System Integrator, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then System Integrator shall pay to City the amount of the reasonable excess.
- 16.2 In addition to the above remedies for a breach by System Integrator, City also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If City breaches this Contract, System Integrator's remedy shall be limited to termination of the Contract and receipt of Contract payments to which System Integrator is entitled.
- 16.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, System Integrator shall immediately cease all activities related to the services and work under this Contract. As directed by City, System Integrator shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

17. Nondiscrimination

During the term of this Contract, System Integrator shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and System Integrator that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. System Integrator, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. Compliance with Laws and Regulations

System Integrator shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, System Integrator expressly agrees to comply with: (i) ORS 659.425; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon System Integrator's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. System Integrator, its subconsultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject

workers. System Integrator shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources

By execution of this Contract, System Integrator agrees that:

- 20.1 System Integrator is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract and to administer any work within the scope and complexity contemplated by this Contract.
- 20.2 System Integrator has the capabilities and resources necessary to perform the obligations of this Contract.
- 20.3 System Integrator is familiar with all current laws, rules, and regulations which are applicable to the completion of work which may fall within the scope of this Contract.

21. Drawings, Specifications and Other Documents

System Integrator hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 20, complete all work, prepare any drawings, specifications, and other documents pursuant to this Contract so that they are complete and that the project, when completed, shall be a complete and properly functioning facility.

22. Errors and Omissions

System Integrator shall be responsible for correcting any errors in services provided. System Integrator shall correct at no additional cost to City any and all such errors in the work provided by System Integrator or its subconsultants.

23. Contract Performance

System Integrator shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. System Integrator shall not be liable for delays that are beyond System Integrator's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of System Integrator's warranties or a default or defect in performance by System Integrator that has not been cured. System Integrator agrees that time is of the essence under this Contract.

24. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to System Integrator's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting consulting contract(s) is involved in litigation, System Integrator shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. System Integrator shall provide full access to these records to City, and its duly authorized representatives in preparation for and during litigation.

25. Representations and Warranties

25.1 System Integrator represents and warrants to City that:

- 25.1.1 System Integrator has the power and authority to enter into and perform this Contract;

- 25.1.2 When executed and delivered, this Contract shall be a valid and binding obligation of System Integrator enforceable in accordance with its terms;
 - 25.1.3 System Integrator shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent; and
 - 25.1.4 The services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions.
- 25.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

26. City Obligations

- 26.1 City shall provide full information in a timely manner regarding requirements for and limitations on the project. With regard to subcontractor liens, City shall furnish to System Integrator, within fifteen (15) days after receipt of a written request, information necessary and relevant for System Integrator to evaluate, give notice of, or enforce lien.
- 26.2 City shall establish and update, if necessary, overall project budgets.
- 26.3 City shall furnish the services of consultants when such services are requested by System Integrator, reasonably required by the scope of a project, and agreed to by City.
- 26.4 City shall furnish all testing as required by law or the contract documents.
- 26.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after System Integrator has performed requisite project management and oversight duties.
- 26.6 City shall provide prompt written notice to System Integrator if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in System Integrator's design or performance under the contract.
- 26.7 City shall pay System Integrator in accordance with paragraph 3 and Exhibit A of this Contract, upon receipt of System Integrator's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed and progress made upon the project to date, on a pro rata basis.
- 26.8 City shall report the total amount of all payments to System Integrator, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 26.9 City shall guarantee access to, and make all provisions for System Integrator to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.
- 26.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of System Integrator to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Contract price or Contract time.

27. Arbitration

- 27.1 All claims, disputes, and other matters in question between the City and System Integrator arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Marion County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.
- 27.2 A claim by System Integrator arising out of, or relating to this Contract must be made in writing and delivered to the Public Works Director not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the Public Works Director within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the Public Works Director will be considered by the City Council at its next regularly scheduled meeting. At that meeting, the City Council will render a written decision approving or denying the claim. If the claim is denied by the City Council, the System Integrator may file a written request for arbitration with the Public Works Director. No demand for arbitration shall be effective until the City Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City Council has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Council's decision being binding upon the City and System Integrator.
- 27.3 Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the System Integrator to proceed through the courts for relief. If arbitration is allowed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to modifications or appeal except to the extent permitted by Oregon law.

28. Joinder

Notwithstanding any contrary language in other documents or agreements related to services provided by System Integrator pursuant to this Contract, including contracts for construction services, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact arising out of or related to this Contract and whose presence is required if complete relief is to be accorded. This paragraph applies to any and all claims, disputes, and other matters arising out of, or relating to this Contract, including but not limited those claims, disputes, and other matters subject to litigation or arbitration.

29. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, System Integrator agrees to pay City's attorney's fees so incurred. Such costs and fees

shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

30. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

31. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

32. Foreign Contractor

If System Integrator is not domiciled in or registered to do business in the state of Oregon, System Integrator shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. System Integrator shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

33. Confidentiality

System Integrator shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent System Integrator from establishing a claim or defense in an adjudicatory proceeding. System Integrator shall require similar agreements from City's and/or System Integrator's subconsultants to maintain the confidentiality of information of City.

34. Force Majeure

System Integrator shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

35. Waivers

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by System Integrator of the same or any other provision. City's consent to or approval of any act by System Integrator requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by System Integrator, whether or not similar to the act so consented to or approved.

36. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

37. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

38. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

39. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

40. Certificate of Compliance with Oregon Tax Laws

By executing this Contract, System Integrator certifies under penalty of perjury that System Integrator is, to the best of System Integrator's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

CITY:

SYSTEM INTEGRATOR:

CITY OF AUMSVILLE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

SCOPE OF WORK

SERVICES AND RESPONSIBILITY OF SYSTEM INTEGRATOR

Services shall be provided pursuant to City work task requests or as otherwise requested by City in writing. When authorized by City, the specific services which the System Integrator shall furnish will generally consist of, but not be limited to, the following itemized services:

General System Integration & Programming

Services shall generally consist of, but not limited to, system integration and programming services related to City's public utilities, such as the water and wastewater facilities. System Integrator shall complete work on an ongoing basis for a two-year period, with the potential for renewal. Such "of record" integrator services may be requested of System Integrator by City, pursuant to this contract's terms and conditions for Work, which will govern work authorized by separate Task Orders that may include special terms and conditions.

Task Orders shall be used to authorize work described above. Said Task Orders and amendments thereto shall be agreed to by both parties, with scope of work, delivery schedule, and total compensation to be negotiated at the time the Task Order is proposed by either party. Task Orders that do not meet these requirements shall not be binding and no further compensation will be allowed for any Task Order work performed.

Subject to the requirements of this section, City shall have the right to amend the scope of any Task Order to this Contract and to cancel a portion of the work pursuant to a Task Order at any time. City shall pay System Integrator an amount to be agreed upon by the parties for all additional Work. City shall pay System Integrator a reduced amount to be agreed upon by the parties in the event City cancels such work. City shall not be liable for profits lost due to cancelled work.

Exhibit B

PUBLIC CONTRACTING CODE REQUIREMENTS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the Contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G).
6. Pursuant to ORS 279C.520(2), the Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
7. Pursuant to ORS 279C.530(2), all employers, including Contractor, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
8. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
9. The Contract may be canceled at the election of Owner for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
10. Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors.
11. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
12. In the performance of this Contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.

13. Pursuant to Owner's Public Contracting Rule 137-049-0880, the Owner may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
14. Contractor shall ensure Owner's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.

Exhibit C

Exhibit C – Request for Proposal

Exhibit D

Exhibit D – System Integrator’s Proposal

Exhibit E

SYSTEM INTEGRATOR'S FEE SCHEDULE

The Scope of Services defined in Exhibit A shall be provided to the City on a time and materials basis as defined by the following fee schedule provided by the System Integrator.

APPENDIX B

PROJECT BACKGROUND AND ANTICIPATED SCOPE OF WORK FOR SYSTEM INTEGRATOR

Background Information

The City of Aumsville intends to upgrade and expand their existing water and wastewater Supervisory Control and Data Acquisition (SCADA) System and Telemetry System. The City of Aumsville intends to select an experienced and qualified System Integrator (SI) to provide the upgrades. The City is working with a Consultant to provide engineering for the upgrade of the SCADA system as well as design of a new Operations Center, Booster Pump Station and Reservoir, and new raw water wells. The SI will collaborate with both the City and the Consultant to develop the best solutions for the SCADA system improvements and expansion.

The SCADA system consists of a Wastewater Treatment Facility (Main site) and remote sites (pump stations, reservoirs/tanks, wells). The Wastewater Treatment Facility has a Main PLC, SCADA server and HMI. Remote sites typically contain a PLC, telemetry radio modem and, antenna. The SCADA software is Rockwell Automation FactoryTalk version 11 and was installed approximately two (2) years ago. Allen Bradley MicroLogix 1100 Programmable Logic Controllers (PLCs) are utilized at both the Wastewater Treatment Facility and the remote sites. Ethernet/IP CalAmp Viper SC100 radio modems and Yagi antennas are utilized for telemetry. An Alarmcast cellular autodialer is hardwired to the Main PLC and utilized for alarm notification to the City's operators via text message and voice message.

The City and the Consultant have inspected the existing water and wastewater sites which are part of the SCADA system. The following table summarizes the existing sites and existing conditions.

Site	SCADA System	Monitoring/Control
Wastewater Treatment Facility	<ol style="list-style-type: none">1. Main PLC2. SCADA server and SCADA Human Machine Interface (HMI)3. Yagi Antenna and radio modem (SCADA)4. Omni Antenna and radio modem (Reinke Pivot Irrigation System)	<ol style="list-style-type: none">1. Effluent Pump Station (Shop and Pivot Irrigation Pumps)2. Pivot flow3. Effluent Chlorine Tank4. Power Loss

Site	SCADA System	Monitoring/Control
Wastewater Treatment Plant Influent Lift Station	<ol style="list-style-type: none"> 1. Remote PLC 2. Yagi Antenna and Radio Modem 	<ol style="list-style-type: none"> 1. Influent Pumps (Triplex) 2. Emergency Generator
Boone #1 Pump Station and Well	<ol style="list-style-type: none"> 1. Remote PLC 2. Yagi Antenna and Radio Modem 	<ol style="list-style-type: none"> 1. Boone #1 Well level 2. Boone #1 Pump 3. Boone #1 Flow 4. Boone #2 Well level 5. Boone #2 Pump 6. Boone #2 Flow
Boone #2 Pump Station and Well	*Boone #2 is monitored and controlled by the Boone #1 remote PLC and telemetry system	
Church Pump Station and Well	<ol style="list-style-type: none"> 1. Remote PLC 2. Yagi Antenna and Radio Modem 	<ol style="list-style-type: none"> 1. Well level 2. Pump 3. Flow
Elevated Tank Pump Station and Well	<ol style="list-style-type: none"> 1. Remote PLC 2. Yagi Antenna and Radio Modem 	<ol style="list-style-type: none"> 1. Well level 2. Pump 3. Flow 4. Elevated Tank Level 5. Elevated Tank Control Setpoints
1 MG Reservoir Well and Booster Pump Station	<ol style="list-style-type: none"> 1. Remote PLC 2. Yagi Antenna and Radio Modem 	<ol style="list-style-type: none"> 1. Well Pump 2. Booster Pumps (Lead, Lag, Fire) 3. Suction & Discharge Pressure 4. Booster Outflow 5. Backwash Flow 6. Reservoir Level 7. Filter Flow 8. Reservoir Control Setpoints 9. CL Level and Residual

Site	SCADA System	Monitoring/Control
Pivot Irrigation	*The Pivot irrigation site is a proprietary Reinke system. Effluent is pumped from the wastewater treatment facility to the irrigation site.	

Observations

The following observations were made by the City during a walkthrough with the Consultant:

1. The City has insufficient dial out alarms. The existing SCADA system and autodialer have only 15 alarms in use. Most of the alarms are general in nature, such as “pump fail” or “lift station alarm”, rather than specific (i.e. “Pump #2 overload” or “lift station overflow”). Additional hardwiring of alarms, remote PLC programming, SCADA programming will be required.
2. Additional monitoring and control of existing motors, drives, and instruments is desired. For example, the three existing booster pump VFDs at the 1 MG Reservoir Booster Pump Station do not have VFD-specific alarms monitored by SCADA.
3. The Allen Bradley MicroLogix 1100 PLC is now obsolete. The City did not indicate that they are having any problems with the existing MicroLogix 1100 PLCs at this time. However, new PLCs will need to be a different model as recommended by the SI.
4. While the MicroLogix 1100 PLCs have become obsolete, the existing Main and Remote PLC control panels, radios, and antennas appeared to be in good working condition. The City and Consultant did not believe there was a reason to replace this equipment. The City’s intent is to re-use this equipment for as long as practical.
5. The SCADA server and HMI at the wastewater treatment facility consists of a single desktop tower computer and single monitor in the treatment facility lab. The operators have indicated that they need a minimum of two (2) monitors in the new Operations Center.
6. The Pivot Irrigation Pump Station is controlled by a proprietary Reinke system and utilizes dedicated omni antennas at the Irrigation Pump Station and the Wastewater Treatment Facility. The City has asked if the Reinke system can be consolidated with their SCADA system. This task will require further investigation by the SI.

Anticipated Scope

The City intends to perform the following projects which will require support from the SI. The actual scope of work provided by the SI may include only some of the following tasks based on the City’s needs and budget.

1. Construct a new City Shops Operations Center. The Operations Center will contain the Main PLC and SCADA server and HMI and will replace the Wastewater Treatment Facility as the Main site.
2. Construct a new water booster station and new reservoir at the same site as the existing 1MG Reservoir and Booster Pump Station. Consolidate the existing and new controls/telemetry.
3. Construct two new raw water wells. Each well will have an individual PLC, radio and antenna.
4. Separate the Boone #1 and Boone #2 Pump Stations and utilize individual remote PLCs, radios, and antennas for each pump station.
5. Add additional SCADA monitoring and control of existing sites.
6. Construct a new wastewater treatment facility.

The SI shall be responsible to provide the following services.

1. Collaborate with the City and the City's Consultant to determine the best solutions for SCADA upgrades, new motor control hardware (i.e. VFDs), instrumentation, and radio/telemetry solutions. Implement the solutions in the new Operations Center, Water Booster Pump Station, Reservoir, and Wells.
2. New City Shops Operation Center
 - a. Provide new Main PLC, SCADA server, and SCADA HMIs at the new Operations Center. Re-configure the existing PLC, radio, and antenna at the Wastewater Treatment Facility as a "remote site".
 - b. Provide recommendation for new PLC (in lieu of the MicroLogix 1100). Analyze the future needs of the City, based on future capital improvement projects, to determine the optimal PLC to utilize.
 - c. Provide radio propagation study.
 - d. Provide new radio telemetry between the existing Wastewater Treatment Facility and new Operations Center. Provide new radio modem and antenna.
 - e. Re-configure the existing remote telemetry radios to communicate with the new Main radio and PLC at the Operations Center.
 - f. Provide new Main SCADA server and HMIs (i.e. desktop tower and monitors).
 - g. Provide new autodialer. Increase the number of alarms from 15 to approximately sixty-four (64). Update the SCADA HMI screens to show the new alarms.
3. New Water Booster Pump Station and Reservoir
 - a. Integrate new monitoring and controls for new pump station and reservoir with the existing PLC and telemetry system. Provide analysis of the existing MCC VFDs, PLCs, Operator Interface Terminals (OITs,) and SCADA system and make recommendations for new PLC hardware, network topology, and

- telemetry system. Collaborate with the City's Consultant to determine best solution.
 - b. Programming and configuration of new Ethernet/IP MCCs and VFDs, instruments, and power monitors. This equipment is anticipated to be part of the new booster pump station and new raw water well projects.
 - c. Provide additional monitoring and control of existing I/O points at the existing booster pump station, well pump, and 1MG Reservoir as directed by the City.
4. Construct Two New Wells
- a. Provide radio propagation study.
 - b. Provide new PLC and remote telemetry system. Provide recommendation for new PLC in lieu of the MicroLogix 1100.
5. Boone #1 and #2
- a. Separate Boone #1 and Boone #2 monitoring and control.
 - b. Provide new PLC and remote telemetry system at Boone #2. Provide recommendation for new PLC in lieu of the MicroLogix 1100.
 - c. Provide additional monitoring and control of existing I/O points as directed by the City.
6. New Wastewater Treatment Facility
- a. Analyze the future SCADA and telemetry needs for a new wastewater treatment facility.
 - b. Provide recommendation for new Main PLC, SCADA server, and SCADA HMI based on future needs.
7. Upgrade SCADA monitoring and control of existing sites.
- a. Assess the existing monitoring and control at existing sites.
 - b. Provide additional monitoring and control as directed by the City.
 - c. Upgrade SCADA code and HMI screens.
8. Programming and configuration for the following.
- a. PLC's
 - b. Panelviews
 - c. HMI – SCADA Systems
 - d. Power Monitors
 - e. Autodialer
 - f. Instruments
 - g. MCC's switches and device parameters.
 - h. VFDs
 - i. Radios and antennas
 - j. Setup systems onsite
 - k. Setup PC's and load all software.
9. Miscellaneous Services
- a. Product submittals

- b. O & M Manuals
- c. Drawings
- d. Start-up and training
- e. Testing
- f. Meetings with the Owner and Consultant for SCADA screen development.
- g. Meeting for construction and start-up as required.
- h. Manufacturer start-up services for equipment.
- i. Radio system start-up and testing.

APPENDIX C

PROPOSER'S RESPONSE FORM

Name of Entity Submitting Proposal: _____

Address: _____

Date: _____

Communications concerning this Proposal shall be addressed to:

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email: _____

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish materials and services, in accordance with the proposal documents herein.

The Proposer, by his signature below, hereby represents as follows:

- (a) That no Councilor, officer, agent or employee of City is personally interested directly or indirectly in this Proposal or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees has induced Proposer to enter into this proposal and the papers made a part hereof by its terms;
1. The Proposer represents that Proposer is properly licensed and adequately experienced, equipped, organized and financed to furnish and deliver the equipment specified and perform the services required
 2. The Proposer has carefully reviewed for accuracy all statements in this Proposal and attachments, and agrees that the City will not be responsible for any errors or omissions of the Proposer in preparing this Proposal. The Proposer agrees that this Proposal may not be revoked or withdrawn for one hundred twenty (120) calendars days after the date on which Proposals are received.
 3. The Proposer has examined and understands the Request for Proposal (RFP) Documents and the Proposal is made in accordance therewith.
 4. Addenda. The Proposer acknowledges that it has received the following Addenda Number(s): _____ and agrees that all addenda issued are a part of the Proposal and have been considered in preparing this Proposal. (Proposer: insert the total number of addenda received; if no addenda were received, write "NONE" in the space.)
- (b) The Proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
 3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;
- (c) Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name (type or print): _____

Title: _____

Name (type or print): _____

Title: _____

Name (type or print): _____

Title: _____

Proposer is a resident proposer, as defined in ORS 279A.120. If not a resident, proposer, proposer's resident state is _____.

If Proposer is an Individual:

By: _____
(Individual's Signature)

Name (type or print): _____

Doing business as: _____

Contractor Registration #: _____ Federal Tax ID #: _____

If Proposer is a Partnership:

Partnership Name (type or print): _____

By: _____
(Signature of General Partner – attach evidence of authority to sign)

Name (type or print): _____

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____

If Proposer is a Corporation:

Corporation Name (type or print): _____

State of Incorporation (type or print): _____

Type of Corporation *(General Business, Profession, Service, LLC, etc):* _____

By: _____
(Signature– attach evidence of authority to sign if other than president or vice-president)

Name (type or print): _____

Title: _____

Attest: _____
(Signature of Corporate Secretary)

Contractor Registration #: _____ Federal Tax ID #: _____

If Proposer is a Joint Venture:

Name of Joint Venture (type or print): _____
.....

First Joint Venture Name (type or print): _____

By: _____
(Signature of joint venture partner– attach evidence of authority to sign)

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____
.....

Second Joint Venture Name (type or print): _____

By: _____
(Signature of joint venture partner– attach evidence of authority to sign)

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____

.....
Third Joint Venture Name (type or print): _____

By: _____
(Signature of joint venture partner– attach evidence of authority to sign)

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____

.....

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated under the applicable category above, attach additional pages if necessary.)

APPENDIX D

REQUEST FOR PROPOSALS

Invitation to Propose

Pursuant to ORS 279B.060, governing competitive sealed proposals, the City of Aumsville (City) is conducting a formal selection procedure to procure proposals from Instrument and Control Consultants to provide ongoing services related to the City's municipal utility infrastructure. The City plans to award to the highest ranked proposer selected from those Proposers submitting proposals.

Sealed responses marked "**Proposal for System Integrator of Record**" will be received on behalf of the **City of Aumsville** ("Owner"), by Christopher J. Brugato, P.E. City Engineer, of Westech Engineering, Inc. at 3841 Fairview Industrial Drive SE, Suite 100, Salem, Oregon 97302-1192, until solicitation closing at 2:00 p.m. local time on February 23, 2023. Responses received after this time will be rejected as non-responsive. Proposers shall submit their proposals in an email transmission to cbrugato@westech-eng.com at Westech Engineering, Inc. Faxed proposals will be rejected as non-responsive.

In accordance with ORS 279B.060(6), the content of each proposal will not be available for inspection until after the notice of intent to award the Proposal is issued.

The City is requesting proposals from System Integrator consultants to provide system integration and programming services as the City's System Integrator of Record.

Copies of the complete Request for Proposals package may secured by submitting an email to Westech Engineering at the email address listed above. All questions concerning the proposal or scope of work should be directed to Christopher J. Brugato, P.E. City Engineer, Westech Engineering, Inc., (503) 585-2474. No prequalification of proposers is required.

Publication Dates:

Daily Journal of Commerce: January 11, 2023 and January 16, 2023

Salem Statesman Journal: January 11, 2023

Exhibit D

Exhibit D – System Integrator’s Proposal

February 10, 2023

RFP Response from:



**The
Automation Group**

INTEGRATION | SCADA | CONTROLS | INSTRUMENTATION

Contact: Gary Jenks - President/Owner

Address: 4678 Isabelle St, Eugene OR 97402

Phone: 541-912-3766

Email: gjenks@tag-inc.us

Gary Jenks 2/16/2023

Regarding:

City of Aumsville

Request for Proposal

System Integrator of Record

If this proposal is accepted by the City of Aumsville, The Automation Group (TAG) covenants to execute the System Integration Master Services Contract for the Scope of Services upon completion of negotiations.

Per Section 8. (Contents of Proposals) 8.3.1

AUTOMATION GROUP THE

The Automation Group, Inc (TAG) is relatively new in the market-place but is built on the solid foundation of the shareholders who are actively employed by the Company. The Company supplies instrumentation and control solutions to a vast array of customers and end-users. The primary market focus of the company is Water/Wastewater Treatment Plants and our OEM customers. SERVICES PROVIDED Control and Information Systems Integration, Consulting Engineers, PLC, DCS & SCADA Programming, Panel Design & Fabrication, Construction & Facilities Management, Calibrating Instrumentation and Electrical Equipment, Electrical Contracting. TAG is a fiscally sound corporation with experience and capabilities in all areas of the controls industry, staffing and technical product sales. Our engineering personnel have a very diverse background with experience on most major control hardware platforms in many industries. We have experience with domestic and international projects providing turnkey systems, equipment, integration work and on-site start-up and installation support. We work with clients to address an entire spectrum of needs, handling everything from engineering design to implementation in order to deliver comprehensive and cost effective services. Our sales and engineering staff have many years of process experience in the automation, controls, water and filtration marketplace.

Year Established: 2006

Total Employees: 40

Total Engineers: 12

Website: <http://www.tag-inc.us>

SALES CONTACTS

✉ [Eric Wick](#)

Eugene, Oregon

USA

📞 [View Phone Number](#)


LOCATIONS

Automation Group The

4678 Isabelle St

Eugene, Oregon 97402-9765

USA

 View Phone Number

Per Section 8. (Contents of Proposals) 8.3.1

DISCIPLINES

- Control + Process/PlantPAX

INDUSTRIES

- Food & Beverage
- Oil & Gas
- Water & Wastewater

www.rockwellautomation.com

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Per Section 8. (Contents of Proposals) 8.3.2

ONLINE CERTIFICATIONS DIRECTORY

**NITW.E309947
Industrial Control Panels**Page Bottom

Industrial Control Panels[See General Information for Industrial Control Panels](#)**THE AUTOMATION GROUP**

E309947

4678 ISABELLE ST
EUGENE, OR 97402 USA

Industrial control panels.

[Last Updated](#) on 2009-07-03

[Questions?](#)[Print this page](#)[Notice of Disclaimer](#)[Page Top](#)

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An independent organization working for a safer world with integrity, precision and knowledge.



February 10, 2023

City of Aumsville
Attention: Christopher J. Brugato, P.E.
Westech Engineering, Inc.
3841 Fairview Industrial Dr. SE, Suite 100
Salem, OR 97302
Telephone: (503) 585-2474
Email: cbrugato@westech-eng.com

RE: City of Aumsville “RFP - System Integrator of Record“

Contact: Gary Jenks
Address: 4678 Isabelle St, Eugene OR 97402
Phone: 541-912-3766
Email: gjenks@tag-inc.us
Addendums Received: None

The Automation Group (TAG) is a products and services company located in Eugene, Oregon with offices in Salem, Heppner/ Hermiston and has been in the business for over 15 years. Capabilities include in-house UL508a/UL698a/NNNY Hazardous Location Certification panel shop, Allen Bradley and GE Systems Integrator status, field technicians having experience in water, wastewater, and pump station start-up and commissioning, and Project Management systems in place to ensure a successful project. TAG is a recognized systems integrator with multiple manufactures as well as a representative for products such as Endress + Hauser Instrumentation, Hach (Analytical Instruments), Cattron (Autodialers – Formerly Antx), Walchem (Metering Pumps), and in house products produced by TAG including our RA-1400 MTU/RTU, Cellular Dialer Systems, Mobile Monitoring System for external Plant Control and chemical feed systems. Our Licensed Electricians have programming knowledge and can help provide support. TAG has a team of inhouse Electrical Designers and Engineers for Electrical, SCADA/PLC Systems and Control Panels. TAG can provide Certified Startup for VFD Systems and Flow/Level Instrumentation. TAG can also provide Instrument Calibration to meet State and Local Requirements for Certification/Verification.

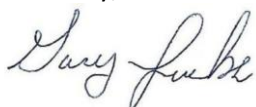
TAG has a solid reputation in Water/Wastewater industry working in such environments through the projects that it has completed. The mission statement of The Automation Group is to be *“The Recognized Leader in providing the most innovative Software Development, Control Systems and Instrumentation Solutions for Mission Critical Systems addressing Water & Wastewater Treatment, Energy Management, and Public Utility Applications. We strive to consistently exceed our customer’s expectations.”*

TAG has a Secondary Company, Delta Environmental that provides Certified State Reporting and Pump Maintenance for Customers that do not employ operators for Wastewater applications. Delta has Level 1 & 2 Operators on staff.

Our Primary Branch is located in Eugene, Oregon with a smaller office in Salem, and support from our Portland and Heppner satellite offices. We have 34 employees on staff in the Northwest

Thank you for the Opportunity to present this City of Aumsville - System Integrator of Record Proposal.

Sincerely,



Gary Jenks
President/Owner
gjenks@tag-inc.us

Project Approach

TAGs project approach is to work with the Customer to identify their long-term needs and goals. The first step is to sit-down with the Customer and look at projects and sort them into two categories, immediate needs and future needs. Projects that need immediate attention are reviewed with the Customer for options and approach and a project budget is put together for approval. Projects that are not an immediate need will be given a priority for planning. TAG will then meet with the Customer to define what is needed in the order of priority and place a budget together to help identify when the Customer will have the funds to complete the projects in a phased approach much like a Master Plan. TAG will also work with the Customer to establish a life expectancy spread sheet to identify items that need replacing do to EOL so that budget planning can be done to prepare for expenses needed before a downtime failure occurs.

TAG will work with the Design Engineers to assist in SCADA design/review to allow for a completely integrated system. TAGs approach to a successful project is to keep the lines of communication open between all parties and respond in a timely manner. TAG will offer experience with industry solutions and navigate the never-ending hardware/software changes that effect the SCADA/PLC Systems.

TAG has a unique ability to service the City from both our Salem location (15 miles) and our Eugene location (65miles) with Programmers and Electricians. TAG has a unique combination of Programmers that have both Electrical Licenses and Programming qualifications to help reduce the cost to our Customers by only needing a single person to respond if available. TAGs approach is to have a full turn key approach in house from Engineering, UL Panel shop, Programmers, telemetry, low voltage, VFD Certified, Instrumentation and Cellular Data Providers and also has a Mechanical Division called Delta Environmental to assist if needed. TAG uses 2 sub consultants to assist depending on project needs. An outline of project approach is listed below.

1. Design Meeting with Owner
 - a. Review Project
 - b. Recommendation of Hardware/Software
 - c. Finalize approach
2. Place budget together for project
 - a. Design system
 - b. Quote phases
3. Review budget with Owner
4. Receive approval before starting
5. Coordinate with the Owner and Provide a schedule
6. Mobilize Crew and start work
7. Schedule periodic meetings with the Owner throughout the project
 - a. Design review

- b. Establish a sequence of operation
 - c. Get input for Screen Design and PLC Logic
 - d. Discuss Trends and data needed
8. Create a startup plan and review with the Owner
9. Provide training before, during and after startup to familiarize the Operators on how to use the new systems.
 - a. System login
 - b. System Operations
 - c. Setpoint Entry
 - d. Maintenance
10. After the project is complete, the following task will be completed
 - a. Backup of all Programs
 - b. As-builts of all Drawings

Expertise in the following areas:

1. Water treatment and distribution facilities.
 - a. TAG has been an IOR and involved with all types of facilities from traditional media filters, Reverse osmosis, to membrane system. TAG has worked with packaged systems like Siemens, Pall and Westec integrating delivery and storage to seamlessly work together. TAG is also able to support packaged systems for the Owner after installation if requested for a complete system.
2. Activated sludge wastewater treatment facilities.
 - a. TAG has been working with Activated sludge plants for over 20 years and has been involved in complete 2nd and 3rd generation plant improvements.
3. SCADA, PLC, and HMI systems.
 - a. TAG is a Rockwell Certified Systems Integrator for over 15 years and requires all Integrators to have a high level of knowledge for support. TAG has a Training facility at the Eugene location and actively trains groups from the Army Corps, Clorox Corporation, Georgia Pacific and Northwest Natural gas among others.
 - b. TAG has programmers for all of the major systems like Allen Bradley, Rockwell, Siemens, Automation Direct, GE, Cimplicity, iFix, Ignition and many more.
4. Programming and integration of chemical feed pumps, variable frequency drives, and process instruments.
 - a. TAG has extensive experience programming all types of chemical metering systems with some in-house algorithms that have been proven over time. TAG also provides Walchem pumps and works closely with Hach as an instrumentation provider.
 - b. TAG has Factory Certified VFD startup people that can certify and extend warranty for the following Manufactures. TAG VFD technicians have the ability to program and troubleshoot any VFD on the market as well.
 - i. Allen Bradley
 - ii. ABB
 - iii. Cutler Hammer

5. Public finance and infrastructure financing.
 - a. TAG is familiar with financing methods including fiscal year spending deadlines and budgeting and has worked directly with department heads to refine yearly budgets. TAG has also worked in conjunction with Cities on Rural Development, DEQ and other funding agency to secure funding as needed.

Project Personnel:

Integrator Project Lead – See resumes in other area

- Gary Jenks – President
 - Owner of TAG with 35 years of Process Experience
 - Certified in VFD Startup
 - Oregon Electrical Journeyman Lic
 - PLC/HMI/SCADA Programming, Telemetry, Instrumentation, Process Control
 - Certified Integrator – Plant PAX Systems
- Daren Dawson
 - Electrical Engineer – OSU Graduate
- Dustin Perket
 - PLC & HMI Specialist
- Justin Heide
 - SCADA/HMI Specialist
 - Graphics Design
- Chaz Hooley - Salem
 - Journeyman Electrician
- Alan Rauda - Salem
 - Journeyman Electrician
- Glen Goins
 - Project Manager
- Daron Wilson
 - Low Voltage – Ethernet cabling/switches
 - Telemetry antenna systems

TAG provides a full turn-key solution and or is IOR for over 75 municipalities or Districts in Oregon, Washington, and California.

TAG has Engineers and CAD Drafters Located at our Eugene Facility.

- Daren Dawson
- Joel Judd
- CJ Connelly
- Bryce Jenks
- Gary Jenks

Providing UL listed control system cabinets

- TAG has a UL Panel Shop located in Eugene, Oregon
 - Listing for 508a for standard control panels
 - Listing for 698a for Hazardous Location

Providing mobile device access to system information

- TAG offers a “Mobile Monitoring System” for customers to login to their facility SCADA system that will give them the ability to do anything just like they are sitting at the Plant.
 - Cisco VPN for Complex Systems
 - TosiBox for Simple Systems
- Support for the following devices
 - Windows Laptop or desktop
 - IOS
 - iPhone
 - iPad
 - Android
 - Any Android phones
 - Any Android tablets

Providing SCADA system computer support

- All of TAGs Programmers/Techs are capable of supporting computer systems
- TAG is a Rockwell Certified Systems Integrator but can support any of the below Primary SCADA Systems
 - Rockwell/Allen Bradley
 - Wonderware
 - Inductive Automation
 - iFix
 - Cimplicity
 - And others

Servicing of automatic hydraulic control valves

- TAG works with the following manufactures for valves
 - Bray
 - Roto torque
 - EIM
 - Auma

Servicing and installation of pressure transducers, Flow Meters, Level Transducers and many others.

- TAG can provide, install and calibrate most any instrumentation device
 - Endress & Hauser – TAG is the West Coast E&H Factory Provider and can provide a 3-year warranty with every device and can perform Certified Factory Startup
 - Rosemount
 - Neptune
 - Dwyer
 - Siemens
 - Dayton
 - And many more

Programming, adjusting operations, and/or servicing backup power generators

- TAG can provide integration to all Generator Systems and Transfer Switches.
- TAG works with the following Generator system Manufactures
 - Caterpillar
 - Kohler
 - Onan
 - MTU
 - Generac

Programmable Logic Controllers (PLC)

- TAG is a certified System Integrator for the following
 - Allen Bradley
- TAG can program many PLCs, below is a list of a few manufactures
 - Modicon
 - Automation Direct
 - ScadaPack
 - GE
 - Siemens
 - Omron

The Automation Group [TAG] is pleased to provide past work experience and references. We work with Owners and General Contractors to provide the best quality of work possible to help build and maintain long term relationships with our customers. Our contract administration makes sure that all contracts and insurance requirements are executed prior to performing any work. TAG makes every effort stay within budget with minimal change orders as possible. TAG strives to meet their schedule and project needs. We can also provide 24/7 emergency support.

City of Hermiston

TAG has supplied and installed new PLCs, Operator interface terminals, Radios, misc. equipment and provided programming for the City of Hermiston, Oregon. TAG is currently the City's "System Integrator of Record".

PLC and Radio Upgrade
Roy Bicknell
Water Superintendent
180 NE 2nd
Hermiston, OR 97838
541-561-7607

City of Condon

We have worked for the city for 2 Years and provide SCADA/HMI Services, instrumentation and telemetry services. We have been involved with upgrading the SCADA system, and are currently involved in upgrading the Intake system. We are currently the city's "System Integrator of Record".

SCADA and PLC Upgrade
Gibb Wilkins
Public Works Superintendent
128 S. Main St.
Condon OR, 97823
541-384-2711

City of Veneta

We have worked with the city for 18 Years and provide SCADA/HMI Services, instrumentation and telemetry services including 4 well sites, 3 Reservoirs, pump stations and a Water Plant. Over the years we have been involved with all aspects of construction for the water system with new reservoirs, wells, a new treatment plant and provide remote connections for the operators. We are currently the city's "System Integrator of Record".

Jack Kelly Pump Station
Kyle Schauer
Public Works Director
PO Box 458
Veneta, Oregon 97487
541-935-2191

City of Aumsville 2023 TAG Standard Rates

- Programming – HMI/OIT: \$159.00
- Instrument Calibration: \$159.00
- Engineering-Design: \$175.00
- Panel Shop Labor: \$85.00
- Electrical: \$139.00
- Mechanical: \$165.00
- Admin/Purchasing: \$ 95.00

- Straight Time: 8:00am to 4:30 pm, Monday thru Friday.
- Over Time: After 4:30pm (or after 8 hours) Weekdays and all day Saturdays & Sundays. (Time & ½ x straight time rates.)
- Double Time: Holidays (2 x straight time rate.)

TAG Charges hourly service rate from Portal to Portal

Services are rendered in half-hour increments only with a 2-hour minimum billing charge, unless otherwise noted or arranged.

- Expenses: *Expenses of transportation (e.g. airline tickets, rental cars, taxis) will be billed at cost plus 15% processing fees.*
- Standard Per Diem Rates: \$240/per night lodging and \$75/per day for meals.

Standard Fuel/Mileage Rates:

- Round Trip from TAG office up to 50 Miles = \$40.00
- Round Trip from TAG office over 50 miles = \$0.73 per mile

City of Aumsville RFP Notes and Comments:

- **The Automation Group is an Equal Opportunity Employer. In order to provide equitable employment and advancement opportunities to all employees, TAG takes into account the following: merit, past performance, qualifications, attitude, abilities, and other similar factors as determined by management. Our policy is to grant equitable employment opportunities to all qualified persons. It is against our policy to discriminate against any employee or applicant on the basis of race, religion, color, age, sex, pregnancy, national origin, veteran status, disability marital status, sexual orientation, or any other classification protected by federal, state, and local laws per TAG's company handbook**
- **TAG shall comply with all applicable laws in all aspects in connection with the procurement process of this project and the performance of the contract whether such laws are stated herein or not.**
- **The Automation Group (TAG) Accepts all the terms and conditions contained in the Request for Proposals "Request for Proposals - Systems Integrator of Record**
- **TAG is Licensed to do work in Oregon, CCB #172839**
- **Gary Jenks (President/Owner) Eric Wick (Corporate Secretary) are Authorized to represent and negotiate in signing any agreements that may result from this proposal**

Endress+Hauser Inc., 2350 Endress Place, Greenwood, IN 46143, USA

The Automation Group
4678 Isabelle St.
Eugene, OR 97402

Contact

Alan Vance
Industry Manager - W/WW
Phone 888-Endress
Cell phone 813-404-0387
alan.vance@us.endress.com

August 4, 2020

Endress+Hauser Preferred Municipal System Integrator Program

To whom it may concern:

The Automation Group (TAG) based in Eugene Oregon is a current member of our Endress+Hauser Preferred Municipal System Integrator Program. Endress+Hauser and our representative in Oregon Field Instruments and Controls work closely with TAG on instrumentation, services and solutions for municipal projects.

If you have any questions, please feel free to call me at 813-404-0387

Regards

Alan Vance

Process Training University –
Preferred Municipal System Integrator Training

Participant **Eric Wick**

Training Provider **Endress+Hauser, Inc. Greenwood, Indiana**

Date of Training **11/8/2016 – 11/10/2016**

Topics **Start-up and Commissioning of the following:**

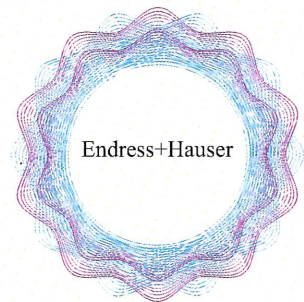
- pH/ORP Measurement
- Dissolved Oxygen Measurement
- Conductivity Measurement
- Chlorine Measurement
- Turbidity Measurement
- Level Technology
- Ultrasonic and Radar
- Pressure Technology
- Hydrostatic for Level and Flow
- Flow Technology
- Magmeters and Ultrasonic Flow Meters

*PDH Value **24**

*Statement to Professional Engineers: State boards of licensure have final authority with respect to approval of course PDH Values. It is the responsibility of the licensee to determine if the activity is pertinent to their Continuing Professional Competency needs. Decisions of individual state licensing boards take precedence over claims of course PDH units by Endress+Hauser, Inc.



Training Manager



Endress+Hauser Inc., 2350 Endress Place, Greenwood, IN 46143, USA

The Automation Group, Inc.
4678 Isabelle St.
Eugene, OR 97402

Contact

Nick Hanson
Industry Manager, W/WW
Phone 720-771-2125
nick.hanson@endress.com

December 9th, 2022

Statement of Warranty on Product

To Whom it May Concern,

As a preferred Endress+Hauser Systems Integrator; The Automation Group of Eugene Oregon receives an additional 2 years of product standard warranty on top of the standard 1-year warranty, from the date of shipment.

In effect, 36 months standard product warranty from the date of shipment for all products procured and commissioned by The Automation Group, Inc. from Endress+Hauser.

Best,



Nick Hanson

APPENDIX C

PROPOSER'S RESPONSE FORM

Name of Entity Submitting Proposal: The Automation Group (TAG)

Address: 4678 Isabelle St., Eugene, Oregon 97402

Date: 02/16/23

Communications concerning this Proposal shall be addressed to:

Contact Person: Christopher Rodriguez - Estimator

Telephone Number: (541)359-3755 Fax Number: (541)982-2266

Email: Estimating@tag-inc.us

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish materials and services, in accordance with the proposal documents herein.

The Proposer, by his signature below, hereby represents as follows:

- (a) That no Councilor, officer, agent or employee of City is personally interested directly or indirectly in this Proposal or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees has induced Proposer to enter into this proposal and the papers made a part hereof by its terms;
1. The Proposer represents that Proposer is properly licensed and adequately experienced, equipped, organized and financed to furnish and deliver the equipment specified and perform the services required
 2. The Proposer has carefully reviewed for accuracy all statements in this Proposal and attachments, and agrees that the City will not be responsible for any errors or omissions of the Proposer in preparing this Proposal. The Proposer agrees that this Proposal may not be revoked or withdrawn for one hundred twenty (120) calendars days after the date on which Proposals are received.
 3. The Proposer has examined and understands the Request for Proposal (RFP) Documents and the Proposal is made in accordance therewith.
 4. Addenda. The Proposer acknowledges that it has received the following Addenda Number(s): None and agrees that all addenda issued are a part of the Proposal and have been considered in preparing this Proposal. (Proposer: insert the total number of addenda received; if no addenda were received, write "NONE" in the space.)
- (b) The Proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
 3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;
- (c) Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name (type or print): Gary Jenks

Title: President /Owner

Name (type or print): Eric Wick

Title: Corporate Secretary

Name (type or print): _____

Title: _____

Proposer is a resident proposer, as defined in ORS 279A.120. If not a resident, proposer, proposer's resident state is _____.

If Proposer is an Individual:

By: _____
(Individual's Signature)

Name (type or print): _____

Doing business as: _____

Contractor Registration #: _____ Federal Tax ID #: _____

If Proposer is a Partnership:

Partnership Name (type or print): _____

By: _____
(Signature of General Partner – attach evidence of authority to sign)

Name (type or print): _____

Title: _____

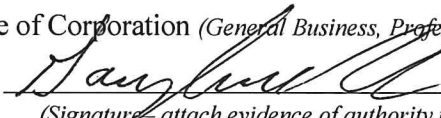
Contractor Registration #: _____ Federal Tax ID #: _____

If Proposer is a Corporation:

Corporation Name (type or print): The Automation Group

State of Incorporation (type or print): Oregon

Type of Corporation (General Business, Profession, Service, LLC, etc): S Corporation

By: 
(Signature – attach evidence of authority to sign if other than president or vice-president)

Name (type or print): Gary Jenks

Title: President/Owner

Attest: 
(Signature of Corporate Secretary)

Contractor Registration #: 172839 Federal Tax ID #: 20-5766904

If Proposer is a Joint Venture:

Name of Joint Venture (type or print): _____
.....

First Joint Venture Name (type or print): _____

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____
.....

Second Joint Venture Name (type or print): _____

By: _____
(Signature of joint venture partner– attach evidence of authority to sign)

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____

.....
Third Joint Venture Name (type or print): _____

By: _____
(Signature of joint venture partner– attach evidence of authority to sign)

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____

.....
(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated under the applicable category above, attach additional pages if necessary.)

Exhibit E

SYSTEM INTEGRATOR'S FEE SCHEDULE

The Scope of Services defined in Exhibit A shall be provided to the City on a time and materials basis as defined by the following fee schedule provided by the System Integrator.

City of Aumsville 2023 TAG Standard Rates

- Programming – HMI/OIT: \$159.00
- Instrument Calibration: \$159.00
- Engineering-Design: \$175.00
- Panel Shop Labor: \$85.00
- Electrical: \$139.00
- Mechanical: \$165.00
- Admin/Purchasing: \$ 95.00

- Straight Time: 8:00am to 4:30 pm, Monday thru Friday.
- Over Time: After 4:30pm (or after 8 hours) Weekdays and all day Saturdays & Sundays.
(Time & ½ x straight time rates.)
- Double Time: Holidays (2 x straight time rate.)

TAG Charges hourly service rate from Portal to Portal

Services are rendered in half-hour increments only with a 2-hour minimum billing charge, unless otherwise noted or arranged.

- Expenses: *Expenses of transportation (e.g. airline tickets, rental cars, taxis) will be billed at cost plus 15% processing fees.*
- Standard Per Diem Rates: \$240/per night lodging and \$75/per day for meals.

Standard Fuel/Mileage Rates:

- Round Trip from TAG office up to 50 Miles = \$40.00
- Round Trip from TAG office over 50 miles = \$0.73 per mile



595 Main St. Aumsville, Oregon 97325
(503) 749-2030 • TTY 711 • Fax (503) 749-1852
www.aumsville.us

STAFF REPORT

TO: Aumsville City Council
FROM: Matthew Etzel, Aumsville Public Works
SUBJECT: Notice to Award Jones Drilling Company

Recommendation: Aumsville City Council to issue the Notice to Award to Jones Drilling Company in the amount of \$516,680 for the drilling of Boone 3 and Mill Creek 1 wells. Contracts will be brought back to the Council after final authorization by Business Oregon which is the funding agency for this project.

Background: The City of Aumsville was awarded 3.257 million dollars through the State of Oregon Coronavirus State Fiscal Recovery Fund for water system improvements. Staff, Westech, and sub-consultants have identified 2 areas to transfer water rights from our water rights that aren't able to be utilized at the current locations. Westech and GSI advertised for the drilling of two new municipal wells one at Porter Boone Park and a second at Mill Creek Park. Water Resources has done the initial groundwater review and determined the drilling specification submitted by Westech and GSI meets the requirements and an official approval letter for the transfer is on its way. This initial groundwater review is providing us with the green light to get started on the drilling.

Business Oregon is administering these grant funds and has approved the bidding documents. Once we have draft contracts, we will submit those to Business Oregon for their final approval before signing. Once we have received the approval from Business Oregon, we will bring those contracts back to the council for final approval.

It is important we continue to move forward with this project as there are some strict deadlines for the funding. We also have seasonal time constraints when the weather will allow the drilling equipment to be brought into the park, especially Porter Boone. The plan is to drill "Boone 3 Well" first and then move to "Mill Creek 1 Well" for the drilling of that well.

MOTION:

- Move to approve the award to Jones Drilling Company in the amount of \$516,680 for the drilling of Boone 3 and Mill Creek 1 wells from Fund 028-Water Improvement Fund.
- Move to approve the award to Jones Drilling Company in the amount of \$516,680 for the drilling of Boone 3 and Mill Creek 1 wells from fund 028-Water Improvement Fund with the following revisions.
- Move to remand back to staff for revisions as directed.

April 24, 2023

The Honorable Mayor and City Council
City of Aumsville
595 Main Street
Aumsville, OR 97325

RE: Recommendation for Award, Boone Well #1 and Mill Creek Well #3 Drilling Project
JO 2599.4040.0

Ladies and Gentlemen:

Bids for the above referenced project were received and opened at our office at 2:00 p.m. on April 21, 2023. There were a total of three responsive bids received from qualified bidders. We are pleased with the level of interest the project generated among contractors, and with the bid response.

The low bid was submitted by Jones Drilling Company, Inc. of Lebanon, Oregon. The bid prices, in addition to our estimate for the work, are shown in the table below. Complete bid tabulations are also attached for your review and records.

Summary of Bids		
Bidder	Bid Total	Difference from Eng. Estimate
Engineers Estimate	\$500,000	-
Jones Drilling Company	\$516,680	+3.3%
Jensen Drilling Company	\$637,445	+27.5%
Holt Services, Inc	\$842,194	+68.4%

As shown above, the low bid was approximately 3.3% above the engineer's estimate which we believe is a reasonable difference given the current market conditions.

If it is the City's desire to proceed with the project at this time, we recommend that the City authorize award of the contract for to Jones Drilling Company, subject to final authorization by any applicable funding agencies. Based on the units and prices listed in the bid schedule, the amount of the contract will be \$516,680.

We further recommend that the City Council approve a construction contingency budget of $\pm 10\%$ of the bid total (*ie. \$51,700*), to address unknown conditions or issues that may come to light during construction.

We will be sending out the Notice of Intent to Award to all bidders as required by OAR 137-049-0395.1 (*the notice is subject to final authorization by the City Council, and approval by applicable funding agencies*). Sending out the Notice of Intent to Award will start the statutory time limit for the 7 day bid protest period, but does not obligate the City to issue the final Notice of Award.

Upon expiration of the 7 day protest period (*assuming no bid protests*) and approval by the City Council and applicable funding agencies, we will then proceed to issue a Notice of Award to the Contractor, after which we will proceed with obtaining the required signatures for the Contract Documents, and schedule a preconstruction conference with the Contractor, the City and any affected utilities. We plan to issue the notice to proceed as soon as practical after contracts are signed and the preconstruction conference is held.

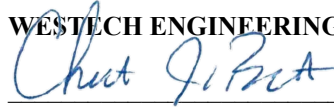
April 24, 2023
City of Aumsville
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We hope this information is useful and will assist the City Council in making a final decision on the award of this project. We are happy to attend the City Council meeting and to answer questions or to discuss the project in more detail if you desire.

If you have any questions or need additional information regarding this matter, please contact us at (503) 585-2474.

Sincerely,

WESTECH ENGINEERING, INC.



Christopher J. Brugato, P.E.
Project Manager

cjb
encl.
cc:

City of Aumsville April 2023 Monthly Police Report

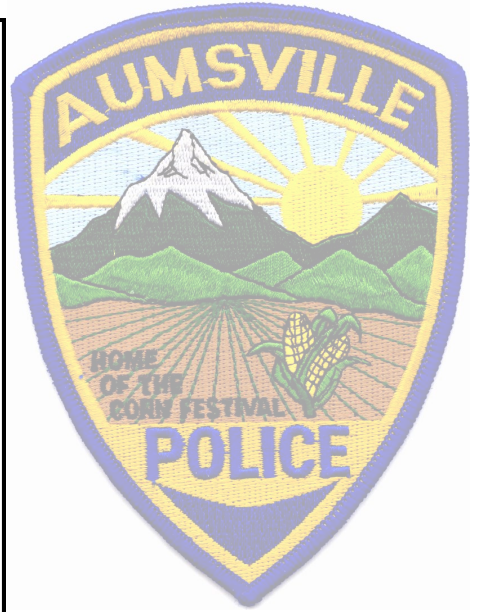
DEPARTMENT MESSAGE:

The reserves worked a total of 22 hours during the month of April: 22 volunteer hours and 0 paid hours.

On April 14th, Chief Flowers and Marion County Sheriff's Deputy, Pedro De Laviesca, did a presentation on the operation of the Aumsville Police Department for the Spanish speaking residents that have children that attend the Aumsville Elementary School. They also had a Q&A session, that was a success. We would like to thank the Sheriff's Office for sending one of their Deputies to assist with this.

On April 22nd, Officer Jones and Officer Robinson attended the KinderFest Event in Sublimity. It was a register event for Kindergarten. We assisted by handing out safety materials and hanging out with the families to answer any questions.

We had to say goodbye to Officer Jones this month as April 29th was his last working day here at the Aumsville Police Department. He has moved on to a new chapter of his career by working with the Marion County Sheriff's Office. We will still see him working in the area, but he will be wearing a different uniform. Congrats Officer Jones on the new position.



Traffic Violation	City	County
Driving Uninsured	6	0
Driving While Suspended	4	0
No Operator's License	4	0
Fail to Carry Proof of Insurance	2	0
No Motorcycle Endorsement	1	0
Speed Racing	1	0
Fail to Obey Traffic Control Dev.	2	0
Fail to Drive Within a Lane	1	0
Driving While Using Cell Phone	2	0
Fail to Register Vehicle	1	0
Fail to Renew Registration	1	0
Operation without mudflaps/fenders	1	0
Total	26	0

Crime	#	Arrested
Theft	1	0
Criminal Mischief	1	0
Fraud	4	
Warrant Arrest	3	3
Menacing	1	1
Total	10	4

Calls for Service	#
Assist Other-Turner PD	1
Assist Other-Fire	2
Assist Other-DHS	10
Assist Other-MCSO	6
Assist Other-Stayton PD	3
Assist Other-Other	2
Citizen Contact	15
Area Check	1
Welfare Check	5
Suicide / Attempt	0/1
Motor Vehicle Crash	3
Traffic Complaint	4
Civil Dispute	5
False Alarm	6
Noise Complaint	14
Traffic Stops	70
Traffic Assist	3
Suspicious Person/Vehicle/Circumstance	22
Animal Complaint	7
Abandoned Vehicles	5
Ordinance Violation	6
Property: Found/Lost/Seized	2
Person: Missing/Found	1
Death Investigation	1
EDP Emotionally Distressed Person	2
Juvenile Problem	1
Total	198







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TO: Mayor and City Council
FROM: Steve Oslie, Public Works Director
SUBJECT: Public Works Report

May 2, 2023

Water: The wells pumped as follows:

Boone #1	Boone #2	Tower	Reservoir	Church	Total
722,600	1,843,000	1,358,000	145,000	3,074,100	7,142,700

We are checking our water filter, greensand levels this month. They will be topped off as needed.

The booster station generator has been started and tested. This is going to take some stress off of us during our frequent power outages.

Sewer: The crew spent a late evening performing a sewer main cleaning. The line was partially plugged with grease, but there was plastic strapping, tennis and ping pong balls. I was able to remove the plastic strapping at the screen, before it could damage that.

Streets: We purchased and helped plant 12 trees for the Arbor Day event in front of the school. CA Harding was able to come up with 400 fir trees to hand out for the event.

Parks: The crew planted 30 new trees in Highberger Park. We lost almost every tree during the ice storm. These trees should stand up better to icy conditions.

Park and street tree irrigation systems are getting checked out for operation for when the weather turns drier.

The Easter Egg Hunt went quickly as usual. The ball field had some puddles out there and some kids got wet, but they did fine.

General: Work is beginning to happen in front of the Community Center. We are doing the footing for the brick work. The windows should be replaced, and the gas line gets relocated soon. The brickwork will start shortly after that.