

AGENDA
CITY OF DAYTON
CITY COUNCIL MEETING
REGULAR / EXECUTIVE SESSION

DATE: MONDAY, AUGUST 4, 2025
TIME: 6:30 PM
PLACE: DAYTON CITY HALL ANNEX - 408 FERRY STREET, DAYTON, OREGON
VIRTUAL: ZOOM MEETING - ORS 192.670/HB 2560

You may join the Council Meeting online via YouTube:

<https://youtube.com/live/oFxs9bZkDSc?feature=share>

Dayton - Rich in History . . . Envisioning Our Future

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
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B.	ROLL CALL	
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Meeting Accessibility Services and Americans with Disabilities Act (ADA) Notice: City Hall Annex is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to the City Recorder (503) 864-2221 or rvargas@daytonoregon.gov.

H. ADJOURN

I. EXECUTIVE SESSION

Executive sessions are closed to the public. Representatives of the news media and designated staff may attend executive sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision will be made in this executive session. The City Council will adjourn directly from the executive session and will not be returning to open session.

The executive session is being held pursuant to ORS 192.660(2)(i) – To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

Posted: August 1, 2025

By: Rocio Vargas, City Recorder

NEXT MEETING

September 2, 2025, Regular Session Meeting

October 6, 2025, Regular Session Meeting

Virtually via Zoom and in Person, City Hall Annex, 408 Ferry Street, Dayton, Oregon

The public is encouraged to relay concerns and/or comments to the City Council in one of the following methods:

- a **Email - any time up to 5:00 p.m.** the day of the meeting to rvargas@daytonoregon.gov. The Mayor will read the comments emailed to the City Recorder.
- b **Appear in person** – if you would like to speak during public comment, please sign up on the sign-in sheet located on the table when you enter the Council Chambers.
- c **Appear by Telephone only** – please sign up prior to the meeting by emailing the City Recorder at rvargas@daytonoregon.gov. (The chat function is not available when calling by phone into Zoom.)
- d **Appear virtually via Zoom** – send an email directly to the City Recorder, Rocio Vargas, prior to 5:00pm to request to speak during public comment. **The City Recorder will need your first and last name, address, and contact information** (email, phone number), **and topic name** you will receive the Zoom Meeting link or information. When it is your turn, the Mayor will announce your name, and your microphone will be unmuted.

To: Honorable Mayor and City Councilors
From: Jeremy Caudle, City Manager
Issue: Receive presentation from Chris McLaran, Agent with Hagan Hamilton Insurance Solutions
Date: August 4, 2025

Background and Information:

Hagan Hamilton Insurance Solutions is the City's agent of record with respect to property, liability, auto, workers' compensation, and cyber insurances.

Chris McLaran, our agent, is scheduled to present to you the attached "Insurance Programs Stewardship Report."

City Manager Recommendation: N/A

Potential Motion: N/A

Council Options: N/A



hagan hamilton

July 2, 2025

Dayton City Councilors
Mayor Annette Frank
Jeremy Caudle, City Manager
PO Box 339
Dayton OR 97114

Re: Insurance Programs Stewardship Report
July 1, 2025 – June 30, 2026

I would like to thank you for your continued support of Hagan Hamilton as your Agent of Record for the City of Dayton's insurance programs. Effective July 1, 2025 the following lines of coverage will be renewed for the City of Dayton:

- PROPERTY/LIABILITY (CIS)
- AUTO (CIS)
- MECHANICAL BREAKDOWN (CIS)
- WORKERS COMPENSATION (SAIF)
- CYBER LIABILITY (COWBELL)

The proposed annual contribution for the CityCounty Insurance Services (CIS) Package is \$89,570 which represents a \$20,299 increase over the prior year contribution of \$69,271. This renewal premium increase is driven by an increase of 55% to the property line. This is due to increased valuations from the appraisal, annual trending of non-appraised properties and the 5.6% rate increase. The 6.3M pedestrian bridge was also included in the property valuations this year as well.

The SAIF workers compensation renewal of \$8,622 is a decrease of \$1329 from your 2024-25 premium of \$9951. The decrease is largely a result of a reduction of payroll in class 5506 (Street/Rd Const./Repair). The experience modification rate increased from 1.38 to 1.46 because of an increase in claims over the last few years.

Cyber risk continues to grow for public entities and due to the increase of cyber-crimes we are seeing significant increases in premiums. However, Dayton's cyber policy 2025-26 premium quote through Cowbell Cyber Insurance is \$5827 for a \$1,000,000 (1MM) limit, which represents only a *slight* increase of \$31 from \$5796 in 2024-25.

CIS continues to be the best option for cities, counties, and other qualified government entities in Oregon. They have worked hard to improve their risk management and legal services while maintaining competitive pricing and comprehensive coverage for the members.

Best Regards,

Christopher J. McLaran



Commercial & Public Entities Agent



To: Honorable Mayor and City Councilors
From: Dave Rucklos - TED Director
Issue: Annual Discover Dayton Marketing Update
Date: August 4, 2025

Background and Information

In fiscal year 2023-2024 the City of Dayton hired a Tourism and Economic Development Director to manage use of transient lodging tax funds within the parameters established by Travel Oregon. A marketing campaign has since been established utilizing historical data detailing Dayton's target market audience. That data is used to guide decision-making in anticipation of growth of TLT income and expansion of its future tourism market.

Goal - To present to City Council an annual update on "Discover Dayton" initiatives.

Objective: In association with Scarlet Communications (Kitri Culbertson), a presentation will be made to review fiscal 2024-25 accomplishments and detail 2025-2026 marketing plans as they pertain to the promotion of the city .

City Manager Recommendation: N/A

Potential Motion: N/A

Council Options: N/A

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To: Honorable Mayor and City Councilors
From: Jeremy Caudle, City Manager
Issue: Receive presentation from Denny Muchmore, PE with Westech Engineering - proposed updates to Public Works Design Standards
Date: August 4, 2025

Background and Information:

The City Engineer periodically recommends updates to the City's "Public Works Design Standards." He is scheduled to present the latest round of recommended updates to you at the 8/4/25 meeting.

No action is scheduled at this meeting. If City Council concurs with the City Engineer's recommendations, then staff will prepare a resolution for the next meeting to adopt the recommended updates to the "Public Works Design Standards."

Due to the size of the redlined version, it is not included in the agenda packets. All revisions are included in the redline format provided for review at

https://drive.google.com/file/d/1fYQpnJwBrbt-W_SXi-nMLCn0Y7RPtSLT/view?usp=sharing

City Manager Recommendation: N/A

Potential Motion: N/A

Council Options: N/A

**RESOLUTION No. 23/24-16
CITY OF DAYTON, OREGON**

A Resolution Adopting Public Works Design Standards Update No. 15

WHEREAS, on October 6, 2006, the Dayton City Council adopted Resolution No. 06/07-11, A Resolution Adopting City of Dayton Public Works Design Standards (hereafter called “Standards”), and amended on February 5, 2007, by Resolution No. 06/07-27, A Resolution Adopting Public Works Design Standards Update No. 1; and on January 7, 2008, by Resolution No. 07/08-17, A Resolution Adopting Public Works Design Standards Update #2; and Resolution No. 07/08-31, A Resolution Adopting Public Works Design Standards Update #3; and Resolution No. 09/10-31, A Resolution Adopting Public Works Design Standards Update #4; and Resolution No. 12/13-35, A Resolution Adopting Public Works Design Standards Update #5; and Resolution No. 13/14-5, A Resolution Adopting Public Works Design Standards Update #6; and Resolution No. 15/16-10 A Resolution Adopting Public Works Design Standards Update #7; and Resolution No. 17/18-9 A Resolution Adopting Public Work Design Standards Update #8; and Resolution No. 19/20-2 A Resolution Adopting Public Work Design Standards Update #9; and Resolution No. 19/20-19 A Resolution Adopting Public Work Design Standards Update #10; and Resolution No. 20/21-12 A Resolution Adopting Public Work Design Standards Update #11; and Resolution No. 21/22-29 A Resolution Adopting Public Work Design Standards Update #12; and Resolution No. 22/23-04 A Resolution Adopting Public Work Design Standards Update #13; and on June 5, 2023, by Resolution No. 22/23-13; and

WHEREAS, the Standards are subject to change as both the City’s needs change and the industry standards change, or if errors are discovered in the document; and

WHEREAS, certain information in the Standards needs to be updated or changed.

The City of Dayton resolves as follows:

- 1) **THAT** Update No. 15 to the City of Dayton Public Works Design Standards, (attached hereto as Exhibit A and by this reference incorporated herein) is hereby adopted; and
- 2) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 3rd day of June 2024.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date of Signing

ATTESTED BY:

Rocio Vargas, City Recorder

Date of Enactment

Attachment - Exhibit A

To: Honorable Mayor and City Councilors
From: Jeremy Caudle, City Manager
Issue: Approval of Resolution 25/26-02 US Bank Signing Authority
Date: August 4, 2025

Background and Information

With the resignation of Councilor Luke Wildhaber on July 21, 2025 and election of Councilor Drew Hildebrandt at Council President in January 2025. This resolution removes Luke Wildhaber and adds Drew Hildebrandt as Council President.

The account will have four authorized signers:

Mayor Annette Frank
Council President Drew Hildebrandt
Councilor Mackin
City Manager Jeremy Caudle

City Manager Recommendation: I recommend approval of Resolution 25/26-02.

Potential Motion to Approve: "I move to approve Resolution 25/26-02 a Resolution Changing Signature Authority for US Bank Primary Checking Account."

Council Options:

- 1 - Approve Resolution 25/26-02 as recommended.
- 2 - Approve Resolution 25/26-02 with amendments.
- 3 - Take no action and direct staff to do further research or provide additional options.

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RESOLUTION No. 25/26-02
City of Dayton, Oregon

A Resolution Changing Signature Authority for US Bank Primary Checking Account

WHEREAS, the City Council has designated the United States National Bank of Oregon, McMinnville Branch, as its banking depository for its primary checking account; and

WHEREAS, Luke Wildhaber ceased his primary residency in Dayton city limits as of July 21, 2025; and

WHEREAS, Drew Hildebrandt was elected the Council President at the January 6, 2025, meeting.

The City of Dayton resolves as follows:

- 1) **THAT** the City Council hereby agrees to abide by the regulations established by the banking institution for this type of account; and
- 2) **THAT** the City Council requires each check written for the primary checking account to have signatures from any two (2) of the following:

Annette Frank, Mayor
Drew Hildebrandt, Council President
Kitty Mackin, Councilor
Jeremy Caudle, City Manager

- 3) **THAT** this resolution rescinds Resolution No. 24/25-08, adopted December 2, 2024; and
- 4) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 4th day of August 2025.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date Signed

ATTEST:

Rocio Vargas, City Recorder

Date of Enactment

To: Honorable Mayor and City Councilors
From: Jeremy Caudle, City Manager
Issue: Motion to approve a "Franchise Extension" with Ziplly Fiber Northwest and to authorize the Mayor to sign.
Date: August 4, 2025

Background and Information:

Ziplly Fiber Northwest contacted the City to start negotiations of a new franchise agreement due to the upcoming expiration of the current agreement. To ensure enough time to negotiate the terms of a new agreement, staff suggested that Ziplly operate under an extension of the existing agreement. That way, both parties would have enough time to work together on language for an updated agreement. Ziplly agreed, and the document in the packet reflects their proposed language for an extension. Staff recommend approval.

For reference, DMC 6.11, *et seq.*, covers the City's "jurisdiction and regulatory management over all public rights of way," including the issuance of franchises. In that section of the code, a "franchise" is defined as, "an agreement between the City and a grantee which grants a privilege to use public right of way and utility easements within the City for a dedicated purpose and for specific compensation."

City Manager Recommendation: Approve the "Franchise Extension" as presented.

Potential Motion: "I move to approve the 'Franchise Extension' with Ziplly Fiber Northwest and to authorize the Mayor to sign."

Council Options:

In staff's professional opinion, alternatives to this recommended action, such as denial of renewal, are not practical.

EXTENSION OF THE FRANCHISE AGREEMENT

THIS FRANCHISE EXTENSION is granted this 4th day of August, 2025, by the City of Dayton, an Oregon municipal corporation (hereafter called “City”), to Ziply Fiber Northwest, LLC d/b/a Ziply Fiber (hereafter called “Franchisee”).

WHEREAS, on September 7, 2020, the City awarded a Franchise Agreement (the “Agreement”) to Frontier Communications Northwest LLC d/b/a Ziply Fiber to construct, operate, and maintain its telecommunication network serving its customers within the City of Dayton; and

WHEREAS, the Franchise Agreement is set to expire as of September 7, 2025, and the Franchisee desires to extend the Franchise Agreement for an additional 180 days under the same terms and conditions pursuant to provisions in Chapter 6.11 of the Dayton Municipal Code; and

WHEREAS, the Franchisee has significantly complied with the terms and conditions of the Franchise Agreement and City Code; and

NOW, THEREFORE, the City and Franchisee hereby agree as follows:

1. The existing Agreement is extended, beginning September 7, 2025, for a period of 180 days until March 6, 2026 (the “Extension Period”), pursuant to the provisions of DMC Chapter 6.11.
2. During the Extension Period, all the terms and conditions set forth in the Agreement shall continue in full force and effect.
3. The Extension of the Agreement shall be without prejudice to any rights of either party under any federal, state, or local laws, or regulations. Other than extending the term of the Agreement for the duration of the Extension Period, this extension shall not expand or limit the rights of either party, create new rights that would not have existed without the extension, or adversely affect either party’s rights in any proceeding. No claim that either party may have against the other shall be released or otherwise affected by this extension.

APPROVED THIS 4th day of August, 2025.

CITY OF DAYTON

ZIPLY FIBER NORTHWEST, LLC d/b/a
ZIPLY FIBER

BY: _____

Mayor

BY: _____

VP, Regulatory & External Affairs

ATTEST: _____

City Recorder

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To: Honorable Mayor and City Councilors
From: Jeremy Caudle, City Manager
Issue: Motion to authorize staff to issue a "Request for Proposals" for a system integrator of record
Date: August 4, 2025

Background and Information:

The City does not have a system integrator of record (IOR). Instead, the City has been procuring IOR services on an as-needed basis. The IOR's responsibilities are to manage, update, and maintain our supervisory control and data acquisition (SCADA) and telemetry systems. It is to the City's advantage to have an IOR under a master services contract to provide maintenance and emergency response as needed, instead of constantly having to bid out certain projects. In this sense, the IOR is similar to other professional services, such as our engineer, legal, and planning services, each of which is provided by the same consultant.

The RFP and other documents in the packet are currently under review by our legal counsel. As such, the language in these documents is subject to change.

Next steps:

1. Following City Council authorization to issue the RFP, staff will develop a final draft with legal counsel.
2. The City Engineer will issue the RFP, including publishing it in newspapers such as the "Daily Journal of Commerce."
3. A mandatory on-site pre-application conference will be required for potential respondents.
4. Staff will receive and rate responses, and we will interview qualified respondents.
5. Following the rating process, staff will recommend an IOR to City Council.
6. City Council will vote to approve a contract with the recommended IOR.

City Manager Recommendation: Authorize staff to proceed with issuing the RFP.

Potential Motion: "I authorize the City Manager to issue a 'Request for Proposals' for a system integrator of record.

Council Options:

In staff's professional opinion, there are no practical alternatives to this action. You could postpone this item until the next meeting, at which we would have a final draft of the materials based on final legal review. That would, however, delay the selection process.

**REQUEST FOR PROPOSAL
FOR
SYSTEM INTEGRATOR OF RECORD (IOR)**

CITY OF DAYTON, OREGON

PROPOSAL SUBMITTAL DEADLINE:
[REDACTED], 2025 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 DAYTON, 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 Dayton (City) is requesting proposals from consultants to provide and install control & telemetry systems, as well as to provide project specific and ongoing 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 services and support from the selected Consultant under this RFP and resulting contract.

The City of Dayton serves a population of approximately 2,665 people and provides drinking water, sanitary sewer, and other public utility services to its user base. The City owns and operates a number of water supply wells and associated booster pumps, municipal springs, a municipal PRV station, a municipal water treatment plant (WTP) and three potable water storage reservoirs, as well as associated ancillary systems and appurtenances. The City also owns and operates four sewer pump stations and a wastewater treatment plant, as well as associated ancillary systems and appurtenances. The City owns and operates supervisory control and data acquisition (SCADA) systems connected to many of these utilities.

Partial upgrades to the City's SCADA system were completed over the past several years in order to replace and upgrade certain obsolete components and expand the SCADA system's capabilities and resiliency, as well as additional upgrades and improvements to various water & sewer system components which are currently under construction or in the planning stages. The selected Consultant will perform services to complete the desired upgrades and improvements to the existing SCADA system, and will also provide electrical and control system installation and integration support for current projects under construction and in the planning stages, and will also provide similar support for future projects, 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.

"Consultant" means a respondent selected by the City through this RFP who enters into a Master Contract (ie. an ongoing services contract) with the City to provide

services included under this RFP.

“City” means City of Dayton, Oregon

“EOR” means the Engineer of Record (ie. contract City Engineer), Westech Engineering Inc, of the City of Dayton.

“Master Contract” means the written professional services contract between the City and a Consultant that will establish the general requirements for Work Assignments (see Appendix A).

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

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

“Proposer’s Response Form” means the form attached to this RFP as Appendix C.

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

“Services” means all labor, equipment, materials, opinions, reports, and other planning, consulting, construction, installation or other services which are authorized by written Assignment under the Master Contract.

“Shall”: The term is considered a mandatory obligation, and synonymous with the phrase “has a duty to” when referring to a capable actor, and with the word “must” when referring to a requirement regarding an inanimate object or a status.

“Work Assignment” means a discrete written agreement between the City and the Consultant which the Consultant to perform specific defined services.

When not inconsistent with the context, words in the plural number include the singular and words in the singular include the plural. However, references to “the Consultant” do imply that there is only one Consultant providing the services provided for under this RFP.

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 to the City 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 shall be directed to the EOR at:

Attention: Denny Muchmore, P.E.
Westech Engineering, Inc.
3841 Fairview Industrial Dr. SE, Suite 100
Salem, OR 97302
Telephone: (503) 585-2474
Email: dmuchmore@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 shall request clarification if needed. Every request for information on, or clarification of, this RFP must be submitted to the EOR in writing by [REDACTED], 2025 at 10:00am (*ie. 7 days prior to Proposal submittal deadline*).
- 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 [REDACTED], 2025 at 5:00pm (*ie. 9 days prior to Proposal submittal deadline*). 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 (- ~6 weeks), 2025
LAST DATE FOR SOLICITATION PROTEST (- 9 days), 2025
LAST DATE FOR SOLICITATION QUESTIONS (- 7 days), 2025
PROPOSAL SUBMITTAL DEADLINE (TBD – typically a Thursday), 2025

NOTIFICATION OF INTENT TO INTERVIEW PROPOSERS... (+ ~2 weeks), 2025
 INTERVIEWS OF PROPOSERS (IF REQUESTED)..... (+ ~4 weeks), 2025
 EXPECTED DATE FOR NOTICE OF INTENT TO AWARD ... (+ ~5½ weeks), 2025
 EXPECTED DATE FOR CITY COUNCIL AWARD (+ ~6½ weeks), 2025

- 5.2 The schedule of events in Subsection 5.1 is intended to allow prospective respondents sufficient time to submit 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 from the EOR. Receipt of all Addendum must be acknowledged by completing the addenda acknowledgment paragraph of the Proposer's Response Form and submitting the completed and signed form 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 shall 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 Proposer's 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 authorized to sign on behalf of the partnership.

- 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. The State of Incorporation shall also be identified.
- 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. Such documentation demonstrating compliance with these requirements is not included in the page number limit, but shall be provided in a separate section, appropriately labeled, at the end of the proposal.
- 8.3.1 Proposers shall be officially recognized as a **Rockwell** (PW staff to verify wording) Certified System Integrator. Proposers shall furnish documentation from **Rockwell** (PW staff to verify wording) 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 Oregon Construction Contractors Board (CCB) as a licensed Contractor in good standing;
 - 8.3.4 Proposers shall have licensed electricians on staff, including both low voltage and high voltage (up to 480v 3 phase power) electricians.
- 8.4 Firm Description: 5 page limit. A description of the Proposer's company, documentation of insurance, and a description of the proposer's resources, including

a summary of staff, equipment, and facilities.

- 8.5 Qualifications, Resources, and Experience. 10 page limit. This section shall describe the Proposer's specific qualifications and experience with control system and 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 shall 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 shall be identified. Indicate whether experience is with the Proposer or with a former employer.
- 8.7 References: 1 page limit. Contact information for a minimum of three municipal references for which the proposer has provided services similar to those anticipated by the City. These references listed must be familiar with the proposed project team members.
- 8.8 Hourly Rates: 2 page limit. Provide hourly rates billing rates for all staff and crew time, as well as reimbursables.
- 8.9 Additional Information. 5 page limit. Any additional information respondents feel is relevant to assess the capabilities and qualifications of their company to successfully complete the Scope of Work.
- 8.10 Proposers must submit the Proposer's Response Form attached to this RFP 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 shall 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 result in 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 contract provisions and associated costs shall be specifically

identified in the proposal.

10. WORK ASSIGNMENTS:

- 10.1 Before performing any work for which the Consultant will seek compensation under the Master 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 scope 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 work assignment or task order under the provisions of the Master Contract.
- 10.2 The selected Consultant shall not begin work on any work assignment or task until the City has issued a Notice to Proceed for that work assignment or task.

11. SUBMISSION OF PROPOSALS:

- 11.1 Proposals shall be delivered to office of the EOR before **2:00 PM on [REDACTED], 2025**. Proposals received after the specified time and date will not be considered.

All proposals shall be signed & dated in ink, and submitted in a sealed envelope labeled with the name of the proposal (City of Dayton, System Integrator of Record) and the name of the proposer. The color scanned copy of the proposal shall also be submitted digitally on a USB flash drive included in the envelope (ie. as a single PDF file containing all pages in the proposal and all attachments). Emailed or faxed submittals will not be accepted or considered.

The City is not responsible for mail delivery delays. Respondents are encouraged to submit mailed proposals well 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 address shown below.
Denny Muchmore, P.E.
Westech Engineering, Inc.
3841 Fairview Industrial Drive SE
Salem, OR 97302
- 11.3 Each respondent's proposal shall be irrevocable for ninety (90) days from the submission deadline or until the City specifically rejects the proposal or executes a contract with another respondent, whichever occurs first.
- 11.4 The City reserves the right to hold the proposals (rather than opening them immediately after the submittal deadline) so that the proposals can be opened and evaluated by City staff, at a time determined by the City.

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. Proposals withdrawn early may be resubmitted prior to the deadline.

13. EVALUATION OF PROPOSALS:

- 13.1 Proposals will 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. At the City's sole option, interviews may include a separate tour of City facilities with any respondent and applicable Public Works staff.
- 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 will 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 control system, 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 municipalities in western Oregon. (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 will, 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 by issuance of a Notice of Intent to Award, which will be sent to all respondents who submitted a timely and responsive proposal. After the City selects a Consultant to perform the services and issues a Notice of Intent to Award, any proposer may review the evaluation documentation at the office of the EOR. If there are disagreements with the outcome of the selection process, the proposer must submit any protest in writing to the EOR within seven (7) days after the issuance of the Notice of Intent to Award. A written response will be issued for any protest from a proposer, prior to execution of the contract with the selected proposer.
- 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 on City negotiation and the 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 to be bound thereby.
- 14.4 Rights Reserved – The City reserves the right to:
 - 14.4.1 Reject any proposal not in compliance with all provisions of the RFP, 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 requirements 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 decisions to select a proposer and/or execute a contract.
 - 14.4.6 Reject a selected proposer if within a reasonable time, determined solely at the discretion of the City, the proposer has not executed a contract with the City.
 - 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.

CITY OF DAYTON

SYSTEM INTEGRATOR OF RECORD, MASTER SERVICES CONTRACT

This Contract is by and between City of Dayton ("City") and [REDACTED] ("System Integrator of Record") for the installation and upgrade of control and telemetry systems, performance of system integration and programming services as required to meet the City's public utility needs, as defined in Exhibit A – Scope of Work, including but not limited to systems and facilities described in Appendix B of the RFP.

A. RECITALS

City solicited proposals for a System Integrator of Record (hereafter also referenced as "IOR") from qualified firms, to provide control and telemetry system installation and upgrades, system integration and programming services through a formal competitive proposal process.

Whereas, [REDACTED] submitted its proposal, having examined the Request for Proposals, and was chosen as the most highly qualified proposer, 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 for System Integrator of Record
- Exhibit D – Selected System Integrator of Record's Proposal
- Exhibit E – Selected System Integrator of Record'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 the signature page herein. At the City's sole discretion, the Contract Term may be extended for up to four additional 2-year periods of time upon mutual written agreement of both parties. Such extension(s) will consider IOR's fee schedule attached as an updated Exhibit E to this Agreement.

2. Scope of Work

IOR 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. IOR will be paid by City on a time and materials basis, for approved work actually completed and invoiced as described in this section.

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

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

- 3.2 Invoices. Payments shall be based upon monthly invoices which IOR shall submit to the City, detailing the previous months' fees, costs and percentage of the Project completed at that time. Upon request, IOR will provide the City representative with documents and records evidencing the progress made on the Project to date. IOR 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, IOR 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) Authorized travel expenses; and 5) Expense of overtime work requiring higher than regular rates, if authorized by City.

4. Contractor Is an Independent Contractor

IOR 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 IOR's completed work, City cannot and will not control the means, methods and manner of IOR's performance. IOR is responsible for determining the appropriate means, methods and manner of performing work. IOR is responsible for all federal and state taxes applicable to compensation and payment paid to IOR under the Contract and will not have any amounts withheld by City to cover IOR's tax obligations. IOR 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:

Don Cutler, Public Works Supervisor
City of Dayton
PO Box 339
416 Ferry Street
Dayton, OR 97114-0339

System Integrator of Record (IOR):

_____ (name & title)
_____ (company)
_____ (address)

6. Indemnification

IOR 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 IOR's negligent performance and/or fault of IOR, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and IOR, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

IOR shall defend City from claims covered under this section at IOR'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 IOR mutually agree to allocate the liability.

7. Insurance Requirements

- 7.1 During the term of this Contract, IOR 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 IOR'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 (including the City's engineer of record or contract City engineer) 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 IOR 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, IOR shall furnish City with executed copies of such policies of insurance. IOR 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 IOR, 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 IOR 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. IOR shall indemnify City for any liability incurred by City as a result of IOR's breach of the warranty under this paragraph.

9. Hours of Employment

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

10. Assignment

Before performing any work for which the IOR will seek compensation under this contract, the IOR 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 or assignment under the provisions of the master services contract.

The selected Consultant shall not begin work on any task or assignment until the City has issued Notice to Proceed (NTP) for that task or assignment (either hard copy or email NTP).

IOR 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. IOR 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. IOR'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, IOR shall remain liable for all of its obligations under this Contract.

11. Labor and Material

IOR 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 IOR 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 IOR,

and it is agreed by the parties that such documents are works made for hire. IOR 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 IOR, without IOR's involvement or consent, then IOR 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 IOR. Upon termination under this paragraph, IOR 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 IOR. Pursuant to this paragraph, IOR shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by IOR. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless IOR 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 IOR, 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 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 IOR 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, IOR may terminate this Contract for default. Prior to such termination, IOR 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 such notice, then IOR may terminate the Contract at any time thereafter by giving a written notice of termination.

If IOR fails to perform in the manner called for in this Contract or if IOR 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 IOR setting forth the manner in which IOR is in default. IOR 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 IOR, 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 IOR shall pay to City the amount of the

reasonable excess.

- 16.2 In addition to the above remedies for a breach by IOR, City also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If City breaches this Contract, IOR's remedy shall be limited to termination of the Contract and receipt of Contract payments to which IOR 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, IOR shall immediately cease all activities related to the services and work under this Contract. As directed by City, IOR 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, IOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, or other legally protected status under state or federal law.

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 IOR 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 Yamhill 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 of Record, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. Compliance with Laws and Regulations

IOR 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, IOR 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 IOR'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. IOR, 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. IOR shall adhere to all safety standards and regulations established OSHA or by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources

By execution of this Contract, IOR agrees that:

- 20.1 IOR 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 IOR has the capabilities and resources necessary to perform the obligations of this Contract.

20.3 IOR 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

IOR 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

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

23. Contract Performance

IOR shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. IOR shall not be liable for delays that are beyond IOR's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of IOR's warranties or a default or defect in performance by IOR that has not been cured. IOR 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 IOR'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, IOR shall retain all pertinent records for not less than three (3) years or until all litigation is resolved, whichever is longer. IOR 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 IOR represents and warrants to City that:

25.1.1 IOR 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 IOR enforceable in accordance with its terms;

25.1.3 IOR 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 IOR, within fifteen (15) days after receipt of a written request, information necessary and relevant for IOR 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 IOR, 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 for the project associated with the assignment or work task, for other than control system, telemetry system or SCADA system testing which is part of the work performed by the IOR.
- 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 IOR has performed requisite project management and oversight duties.
- 26.6 City shall provide prompt written notice to IOR if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in IOR's design or performance under the contract.
- 26.7 City shall pay IOR in accordance with paragraph 3 and Exhibit A of this Contract, upon receipt of IOR'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 IOR, 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 IOR 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 IOR 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 IOR 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 Yamhill 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 IOR arising out of, or relating to this Contract must be made in writing and delivered to the Public Works Superintendent 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 Superintendent 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 Superintendent 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 IOR may file a written request for arbitration with the Public Works Superintendent. 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 IOR.

- 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 IOR 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 IOR 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, IOR 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 IOR is not domiciled in or registered to do business in the state of Oregon, IOR 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. IOR 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

IOR 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 IOR from establishing a claim or defense in an adjudicatory proceeding. IOR shall require similar agreements from City's and/or IOR's subconsultants to maintain the confidentiality of information of City.

34. Force Majeure

IOR 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 IOR of the same or any other provision. City's consent to or approval of any act by IOR 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 IOR, 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 above, 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. Certificate of Compliance with Oregon Tax Laws

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

40. 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.

CITY:

CITY OF DAYTON

SYSTEM INTEGRATOR OF RECORD (IOR):

_____ (company name)

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Exhibit A SCOPE OF WORK

SERVICES AND RESPONSIBILITY OF SYSTEM INTEGRATOR OF RECORD (IOR)

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 IOR shall furnish will generally consist of, but not be limited to, the following itemized services:

Services shall generally consist of, but not be limited to, fabrication & installation of control system, telemetry system or SCADA system components, including installation, replacement and/or upgrades, system integration and programming services related to City's public utilities, including but not limited to the water and wastewater facilities and other facilities owned or overseen by the City. IOR shall complete work on an ongoing basis for a two-year period, with the potential for renewal as noted in the Master Services Contract, with subsequent renewal options as noted. Such "of record" IOR services may be requested of IOR by City, pursuant to this contract's terms and conditions for Work, which will govern work authorized by separate Assignments or Task Orders that may include special terms and conditions.

Assignments or Task Orders shall be used to authorize work described above. Said Assignments or 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 Assignment or Task Order is proposed by either party. Assignments or Task Orders that do not meet these requirements shall not be binding and no further compensation will be allowed for any Assignment or Task Order work performed.

Subject to the requirements of this section, City shall have the right to amend the scope of any Assignment or Task Order to this Contract and to cancel a portion of the work pursuant to an Assignment or Task Order at any time. City shall pay IOR an amount to be agreed upon by the parties for all additional work. City shall pay IOR 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.

The selected IOR shall perform the following services as approved by and directed by the City:

- Serve as the City's Integrator of Record.
- Design and integrate updates to the City's existing control, telemetry & SCADA systems.
- Provide technical and/or equipment recommendations or design information, along with associated preliminary cost estimates in order to support the development of City project budgets.
- Troubleshoot issues with City facilities and make recommendations for improvements.
- Provide equipment & installation service for upgrade or replacement of existing control & telemetry systems as directed by the City.
- Perform ongoing routine maintenance and repairs on the control system and instrumentation and affected components.
- Perform radio propagation studies.
- Provide emergency support services.
- Work with architects, engineers and contractors as needed and as directed by the City during the design or upgrade of existing or new public infrastructure improvements.
- Serve as the City's representative as requested during the control system/instrument/component selection, design review, plan approval, construction management, and project closeout phases of any capital project, development or planning project prepared by others and submitted to the City for approval. Provide written recommendations from a control systems and instrumentation perspective when requested.
- In addition to the general and recurring activities listed above, there may be ad hoc duties including verbal communications with the City staff or elected officials as part of prudent administration of the City's infrastructure systems.
- Subconsultants may be used, subject to written approval by the City on design of projects where supplemental expertise is desired.

Exhibit B

PUBLIC CONTRACTING CODE REQUIREMENTS

1. System Integrator of Record (hereinafter "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. 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.

13. 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 of Record’s Proposal

Exhibit E

SYSTEM INTEGRATOR OF RECORD'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 of Record.

APPENDIX B

SYSTEM OVERVIEW FOR SYSTEM INTEGRATOR OF RECORD RFP

Background Information

The City of Dayton intends to upgrade and expand the existing City facilities, including but not limited to the Supervisory Control and Data Acquisition (SCADA) System, as well as the local control systems & telemetry systems at existing & future water and wastewater facilities, the existing & future City Hall/Library/Community Center campus facilities, etc. The City of Dayton intends to select an experienced and qualified System Integrator of Record (IOR) to provide such services. The IOR will collaborate with both the City and the City's various consultant(s) to develop the best solutions for the control system and SCADA system improvements and expansion.

The City's control, telemetry & SCADA system consists of a main SCADA system at the Water Treatment Plant (Main site) and various remote sites (water & sewer pump stations, reservoirs/tanks, wells & associated improvements, municipal springs and associated improvements, pressure reducing valve, City buildings, etc.). The Water Treatment Plant has the Main PLC, SCADA server and HMI. Remote sites which are telemetry enabled typically contain a PLC, telemetry system, radio or cellular modem and antenna, etc. The primary SCADA software is Rockwell Automation FactoryTalk version 14 and was installed approximately 2 years ago. Allen Bradley Control Logix Programmable Logic Controllers (PLCs) are the standard PLC currently utilized by the Water Treatment Plant Main SCADA. There also is an Allen Bradley MicroLogix 1400 which handles the radio polling on both the serial side (Modbus RTU) and ethernet side. There is again another Allen Bradley MicroLogix 1400 that controls the chlorine generation unit. Also, the remote sites which have been upgraded use Allen Bradley MicroLogix 1400s (TP1 and Breyman), although there are some older legacy control systems which have not yet been upgraded use Schneider Modicon PLCs (this is Well1, 2, 3, 4, 5, Springs Reservoir, McDougal Wells, and the PRV site. Well 2 and Well 5 use a different flavor of PLC but it is still the same programming software.). Serial MDS 4710 radio modems and Yagi antennas with an OMNI Antenna at the WTP are utilized as the current telemetry standard. For the upgraded sites Sierra Wireless Cellular modems are used for communication back to the WTP. A landline auto dialer is communicating to the Main SCADA Server for Alarms & Events and utilized for alarm notification to the City's operators via voice message.

~~The City's control, telemetry & SCADA system consists of a main SCADA system at the Water Treatment Plant (Main site) and various remote sites (water & sewer pump stations, reservoirs/tanks, wells & associated improvements, municipal springs and associated~~

improvements, pressure reducing valve, City buildings, etc.). The Water Treatment Plant has the Main PLC, SCADA server and HMI. Remote sites which are telemetry enabled typically contain a PLC, telemetry system, radio or cellular modem and antenna, etc. The primary SCADA software is Rockwell Automation FactoryTalk version 11 and was installed approximately _____ years ago. Allen Bradley MicroLogix 1100 Programmable Logic Controllers (PLCs) are the standard PLC currently utilized by the Water Treatment Plant Main SCADA and also the remote sites which have been upgraded, although there are some older legacy control systems which have not yet been upgraded. Ethernet/IP CalAmp Viper SC100 radio modems and Yagi antennas are utilized as the current telemetry standard. An cellular autodialer is hardwired to the Main SCADA PLC and utilized for alarm notification to the City's operators via text message and voice message.

The following table is a general summary existing sites only, but may not be entirely complete and is not intended to reflect all existing conditions or all existing equipment which is controlled/monitored at each site, and does not include all future anticipated sites, systems or equipment.

Site	Equipment/Systems Directly Controlled/Monitored by Local Control System at the Site	Control, Telemetry & SCADA Equipment
Water Treatment Plant (WTP)	<ol style="list-style-type: none"> 1. WTP Pressure Filters & ancillary systems. 2. Chlorination system & chlorine level monitoring. 3. Reservoir water level monitoring 4. Emergency Power Generator. 5. Water storage reservoir at WTP site. 6. Dayton Service Pumps, VFD speed control. 7. Dayton Fire Pump. 8. Dayton Discharge flow meter. 9. Call for water from various wells. 10. Lafayette Transfer Pumps, VFD speed control. 11. Lafayette Discharge flow meter. 	<ol style="list-style-type: none"> A. WTP System PLC B. SCADA Server (monitors all local and remote systems with telemetry capabilities) C. Primary SCADA HMI (Human Machine Interface) D. Various antennae & various modems (telemetry system communications)

Site	Equipment/Systems Directly Controlled/Monitored by Local Control System at the Site	Control, Telemetry & SCADA Equipment
Water, Wellfield Wells 1-5	<ol style="list-style-type: none"> 1. Well Pump controls (VFD speed control) & associated downhole level transducer 2. Well discharge flow meter 3. Methane Stripper 4. Booster Pump after methane stripper 	<ol style="list-style-type: none"> A. Local Control Panel B. Telemetry/SCADA system PLC. C. Antennae & radio modems
Water, Watershed Reservoirs	<ol style="list-style-type: none"> 1. Reservoir water level monitoring 	<ol style="list-style-type: none"> A. Local Control Panel B. Telemetry/SCADA system PLC. C. Antennae & cellular modem
Water, Watershed Springs Chlorination Building	<ol style="list-style-type: none"> 1. Chlorination system & chlorine level monitoring. 2. Flow meter. 3. Turbidimeter. 	<ol style="list-style-type: none"> A. Local Control Panel B. Telemetry/SCADA system PLC. C. Antennae & cellular modem
Water, Watershed McDougall Well 1 & Well 2	<ol style="list-style-type: none"> 1. Well Pump controls 2. Manual Well discharge flow meter 	<ol style="list-style-type: none"> A. Local Control Panel B. No current telemetry link or SCADA connection.
Water, PRV Watershed Station	<ol style="list-style-type: none"> 1. PRV operational position & status. 2. Flow meter. 3. Pressure relief valve. 	<ol style="list-style-type: none"> A. Local Control Panel B. Telemetry/SCADA system PLC. C. Antennae & radio modem
Water, Fisher Farms Wells 1-4 <i>(future, planning stage)</i>	<ol style="list-style-type: none"> 1. Well Pump controls (VFD speed control) & associated downhole level transducer 2. Well discharge flow meter 3. Methane Stripper 4. Booster Pump after methane stripper 	<ol style="list-style-type: none"> A. Local Control Panel(s) B. Telemetry/SCADA system PLC. D. Antennae & radio modem(s)
Sewer, WWTP	<ol style="list-style-type: none"> 1. Chlorination system. 2. Dechlorination system & chlorine level monitoring. 3. Discharge flow meter. 4. Lagoon 2 aerators. 	<ol style="list-style-type: none"> A. Local Control Panel. B. No current telemetry link or SCADA connection.

Site	Equipment/Systems Directly Controlled/Monitored by Local Control System at the Site	Control, Telemetry & SCADA Equipment
Sewer, Main Pump Station (MPS)	<ol style="list-style-type: none"> 1. Sewage pumps (duplex low flow pumps, duplex high flow pumps), VFD speed control 2. Wetwell water level monitoring 3. Emergency Power Generator. 4. High level alarm system. 5. MPS discharge flow meter. 	<ol style="list-style-type: none"> A. Local Control Panel. B. Telemetry/SCADA system PLC. C. Antennae & cellular modem.
Sewer, Remote Overflow, Main Pump Station	<ol style="list-style-type: none"> 1. Wireless level measurement (ultrasonic & transducer), overflow alarm system 	<ol style="list-style-type: none"> A. Antennae & cellular modem.
Sewer, 9th Street Pump Station	<ol style="list-style-type: none"> 1. Sewage pumps (duplex pumps) 2. Wetwell water level monitoring 3. Emergency Power Generator. 4. High level alarm system. 5. Overflow alarm system. 	<ol style="list-style-type: none"> A. Local Control Panel. B. Telemetry/SCADA system PLC. C. Antennae & cellular modem.
Sewer, Palmer Creek Pump Station	<ol style="list-style-type: none"> 1. Sewage pumps (duplex pumps) 2. Wetwell water level monitoring 3. Emergency Power Generator. 4. High level alarm system. 5. Overflow alarm system. 	<ol style="list-style-type: none"> A. Local Control Panel. B. Telemetry/SCADA system PLC. C. Antennae & cellular modem.
Sewer, Hwy 221 Pump Station	<ol style="list-style-type: none"> 1. Sewage pumps (duplex pumps), VFD speed control 2. Wetwell water level monitoring 3. Emergency Power Generator. 4. High level alarm system. 5. Overflow alarm system. 	<ol style="list-style-type: none"> A. Local Control Panel. B. Telemetry/SCADA system PLC. C. Antennae & cellular modem.

Site	Equipment/Systems Directly Controlled/Monitored by Local Control System at the Site	Control, Telemetry & SCADA Equipment
Sewer, Ash Road Pump Station <i>(future, planning stage)</i>	1. Sewage pumps (triplex pumps anticipated), VFD speed control 2. Wetwell water level monitoring 3. Emergency Power Generator. 4. High level alarm system. 5. Overflow alarm system.	A. Local Control Panel. B. Telemetry/SCADA system PLC. C. Antennae & cellular modem.
City Hall, Public Works Office & Community Center Campus	1. Alarms, etc.	A. To be determined. B.

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 Proposer's Response Form in conjunction with the Proposal, declares that he/she has examined all related Request for Proposal (RFP) 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 ninety (90) calendars days after the date on which Proposals are received.
 3. The Proposer has examined and understands the RFP documents and the Proposal is made in accordance therewith.
 4. Addenda. The Proposer acknowledges that it understands that the Proposer is responsible for verifying the number of addendum issued by the City, and for filling in the number of addendum in the acknowledgement line below. The Proposer agrees that all addenda issued are a part of the RFP and have been considered in preparing this Proposal. The Proposer has received and duly considered the following Addenda: All addenda through No. _____, inclusive (*Proposer to put zero (0) if there are no addenda*).

- (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 Dayton, Oregon (City) is conducting a formal selection procedure to procure proposals from Instrument and Control System Consultants to provide ongoing services related to the City's municipal utility infrastructure, acting as the City's designated System Integrator of Record (IOR). The City plans to award to the highest ranked proposer selected from those Proposers submitting proposals.

Sealed responses marked "**Proposal for Dayton System Integrator of Record**" will be received on behalf of the **City of Dayton** ("Owner"), by Denny Muchmore, 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 [REDACTED], 2025. Responses received after this time will be rejected as non-responsive. Proposers shall submit their proposals to Westech Engineering, Inc at the location specified above, by or before the above solicitation closing time. Emailed or 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 control system installation & upgrade, as well as 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 following email address (dmuchmore@westech-eng.com). All questions concerning the proposal or scope of work should be directed to Denny Muchmore, P.E. City Engineer, Westech Engineering, Inc., (503) 585-2474. No prequalification of proposers is required.

Publication Dates:

Daily Journal of Commerce: [REDACTED], 2025 and [REDACTED], 2025.

News-Register: [REDACTED], 2025

To: Honorable Mayor and City Councilors
From: Jeremy Caudle, City Manager
Issue: Update on City Council training budget
Date: August 4, 2025

Background and Information:

The purpose of this agenda item is to report on the City Council's training budget for FY 25/26. As you know, the FY 25/26 cut budgets for training. City Council training, as well as registration for City/County Dinner events, are budgeted in the State Revenue Sharing Fund, which was also cut. In the interest of transparency, and ensuring City Council's stewardship of these limited resources, staff are bringing to your attention recent registration requests for the upcoming City/County Dinner.

The table on the following page shows the City Council training budget, with a remaining budget of \$479 through FY 25/26. The City Council expense budget allocated \$500 to City/Council Dinner registrations. Assuming each registration costs \$50, this would allow registration for 10 seats for the remainder of the fiscal year. For the August 2025 event, staff recommend registering the City Manager, Tourism/Economic Development Director, and Mayor. This would leave \$350 for attendance for future events.

At this time, the City Council may wish allocate the remainder of these funds among other members to ensure equal opportunity to participate.

City Manager Recommendation:

Accept the August 2025 registration proposal and provide direction on how you wish to allocate the remainder of funds through the fiscal year.

Potential Motion:

Staff defer to council.

Council Options:

1. Accept the proposed August 2025 reservation recommendations.
2. Adjust the proposed August 2025 reservation recommendations.
3. Decide on how to allocate the remaining City/Council Dinner budget to ensure equal opportunity to participate among members of City Council.

State Revenue Sharing Fund – Training and Council Expense Budgets

	Training
Budget	1,129.00
Less:	
Mackin – LOC registration	650.00
Subtotal	650.00
Remaining budget	479.00

	Council expense
Budget	2,100.00
Less:	
Mayor cell stipend	600.00
OGEC dues	1,000.00
City/County dinners	500.00
	2,100.00
Remaining budget	0.00

City/County dinner budget	500.00
---------------------------	--------

# possible attendees through FY 25/26 @ \$50/ea.	10.00
-----------------------------------------------------	-------

August 2025 – Carlton	
Dave	50.00
Jeremy	50.00
Mayor Frank	50.00
	150.00

City/County budget- remainder of year	350.00
---------------------------------------	--------

To: Honorable Mayor and City Councilors

Through: Jeremy Caudle, City Manager

From: Dave Rucklos - TED Director

Issue: Dayton National Night Out

Date: August 4, 2025

Background and Information

National Night Out is an annual community-building campaign held on the first Tuesday of August to promote police-community partnerships and neighborhood camaraderie, fostering safer and more connected communities. In 2025, National Night Out will be on Tuesday, August 5.

Goal - To provide Dayton area residents with a free barbeque prepared for and served by the city's elected officials. The menu will include hamburgers and hot dogs, potato salad, chips, cookies and drinks. Attendees will be able to interact with the Yamhill County Sheriff's Department and Dayton Fire District personnel and equipment. The event will be held at Courthouse Square Park.

Objective: The Mayor and City Councilors will be responsible for barbequing hamburgers and hot dogs and serving and assisting area residents with sides and condiments. Assignments are as follows:

Grill Maintenance- Council President Hildebrant and Councilor Teichroew
Serving Assistance- Mayor Frank, Councilor Petersen and Councilor Mackin
Table Clearing- City Manager Caudle

City Manager Recommendation: I recommend that the Mayor, Council and City Manager accept their respective duties as assigned.

Potential Motion: N/A

Council Options: N/A

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To: Honorable Mayor and City Councilors
From: Jason Shirley, Code Enforcement
Through: Jeremy Caudle, City Manager
Issue: Monthly Code Enforcement Report
Date: August 4, 2025

Background and Information: A more detailed code complaint activity report is in progress and should be ready next month. For this month: two tow notices were issued, one \$600 ticket for a parking violation (over 23 feet and expired registration), two brochures were placed on vehicles, and six courtesy notice letters were sent to residents.

Code Enforcement Topic Counts
For Date Period From 06/30/2025 Through 07/30/2025

Topic	Count
Noise	2
Graffiti	1
Parking in Public Right-of-Ways	1
Tall Grass and Weeds	1
Junk	1
Total	6

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	188,505	10,600	255	0	90,934	973,446	1,263,740

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	13,612.25	397.00	50.52	-	8,481.54	82,308.59	104,849.90
Sewer Amount	4,517.04	-	58.18	-	2,440.56	50,138.76	57,154.54
Misc Amount	-	-	-	-	-	325.00	325.00
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	72.00	72.00
Late Chrg Amount	70.00	20.00	10.00	-	-	1,270.00	1,370.00
Total Charges:	18,199.29	417.00	118.70	-	10,922.10	134,114.35	163,771.44

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	26,319.26	845.00	214.10	90.00	10,142.90	145,117.05	182,728.31
Payments	23,984.26-	179.00-	224.10-	90.00-	10,142.90-	115,700.55-	150,320.81-
Contract Adjustments	-	-	-	-	-	-	-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	450.00-	450.00-
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	18,199.29	417.00	118.70	-	10,922.10	134,114.35	163,771.44
Current Balance:	20,534.29	1,083.00	108.70	-	10,922.10	163,080.85	195,728.94

Year To Date: 07/01/2024 - 07/31/2024

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	188,505	10,600	255	0	90,934	973,446	1,263,740

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	13,612.25	397.00	50.52	-	8,481.54	82,308.59	104,849.90
Sewer Amount	4,517.04	-	58.18	-	2,440.56	50,138.76	57,154.54
Misc Amount	-	-	-	-	-	325.00	325.00
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	72.00	72.00
Late Chrg Amount	70.00	20.00	10.00	-	-	1,270.00	1,370.00
Total Charges:	18,199.29	417.00	118.70	-	10,922.10	134,114.35	163,771.44

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	26,319.26	845.00	214.10	90.00	10,142.90	145,117.05	182,728.31
Payments	23,984.26-	179.00-	224.10-	90.00-	10,142.90-	115,700.55-	150,320.81-
Contract Adjustments	-	-	-	-	-	-	-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	450.00-	450.00-

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	18,199.29	417.00	118.70	-	10,922.10	134,114.35	163,771.44
Current Balance:	20,534.29	1,083.00	108.70	-	10,922.10	163,080.85	195,728.94

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	142,548	100	0	0	93,552	891,377	1,127,577
Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	10,411.38	53.00	-	-	8,581.97	77,968.97	97,015.32
Sewer Amount	6,382.65	-	-	-	3,230.25	62,052.20	71,665.10
Misc Amount	-	-	-	-	-	165.00	165.00
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	36.00	36.00
Late Chrg Amount	20.00	10.00	-	-	-	1,260.00	1,290.00
Total Charges:	16,814.03	63.00	-	-	11,812.22	141,482.17	170,171.42

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	16,576.60	226.00	-	90.00	12,430.62	159,946.90	189,270.12
Payments	13,622.10-	166.00-	-	90.00-	12,430.62-	118,580.79-	144,889.51-
Contract Adjustments	-	-	-	-	-	-	-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	698.27-	698.27-
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	16,814.03	63.00	-	-	11,812.22	141,482.17	170,171.42
Current Balance:	19,768.53	123.00	-	-	11,812.22	182,150.01	213,853.76

Year To Date: 07/01/2025 - 07/31/2025

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	142,548	100	0	0	93,552	891,377	1,127,577

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	10,411.38	53.00	-	-	8,581.97	77,968.97	97,015.32
Sewer Amount	6,382.65	-	-	-	3,230.25	62,052.20	71,665.10
Misc Amount	-	-	-	-	-	165.00	165.00
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	36.00	36.00
Late Chrg Amount	20.00	10.00	-	-	-	1,260.00	1,290.00
Total Charges:	16,814.03	63.00	-	-	11,812.22	141,482.17	170,171.42

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	16,576.60	226.00	-	90.00	12,430.62	159,946.90	189,270.12
Payments	13,622.10-	166.00-	-	90.00-	12,430.62-	118,580.79-	144,889.51-
Contract Adjustments	-	-	-	-	-	-	-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	698.27-	698.27-

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	16,814.03	63.00	-	-	11,812.22	141,482.17	170,171.42
Current Balance:	19,768.53	123.00	-	-	11,812.22	182,150.01	213,853.76

CITY OF DAYTON

NATIONAL NIGHT OUT

**TUESDAY,
AUGUST 5TH, 2025**



POLICE • COMMUNITY PARTNERSHIPS

FREE COMMUNITY EVENT



**COURTHOUSE SQUARE PARK
5:30PM - 7:30PM**

WWW.DAYTONOREGON.GOV



You are cordially invited to the City/County
Government dinner hosted by the City of Carlton

Summer Sundown

- Wednesday, August 20th at the Carlton Civic Center; 191 East Main Street
- Doors open and dinner | 5:30pm
- Program begins | 6:00pm
- Guest Speaker: Casey Shook, Executive Director of Homeward Bound Pets

Cost \$45

Caterer: The Real McCoy Catering, Dayton OR
No host bar will be provided

Menu

Grilled BBQ Chicken

Pasta Salad

Spinach salad with seasonal
fruit

Homemade rolls

Dessert: Lemon bars and
GF Crunch bar



RSVP by August 13th to City Recorder
Aimee Amerson at
aamerson@ci.carlton.or.us

Use QR code or make checks payable &
mail to:

City of Carlton
191 East Main Street
Carlton, OR 97111

