

STATE OF OREGON SERVICES AGREEMENT FORM
for the project

ESB Woodburn, South Salem, Lebanon, Stayton DMV Camera Upgrades

Contract Number PO-73000-00019876/B39927

Resulting from Request for Competitive Quotes No. S-73000-00006719/35651

***Note:** The Contract described in this agreement form is not a Public Improvement contract as defined in Oregon's procurement code. However, ODOT has chosen to use the State of Oregon General Conditions for Public Improvement Contracts ("General Conditions") as the governing terms and conditions for this contract. When the terms "Public Improvement Agreement" or "Public Improvement Agreement Form" are used in the General Conditions, for this contract those terms mean "Services Agreement" or "Services Agreement Form."*

This Agreement (the "Agreement"), made by and between the State of Oregon, acting by and through the Department of Transportation, hereinafter called OWNER, and **Empower Digital Solutions, Inc.**, hereinafter called CONTRACTOR, (collectively the "Parties") shall become effective on the date this Agreement has been signed by all the Parties and all required State of Oregon governmental approvals have been obtained, whichever is later. Unless otherwise defined in the in this Agreement or its attachments, the capitalized terms used herein are defined in Section A.1 of the State of Oregon General Conditions for Public Improvement Contracts.

WITNESSETH:

1. Contract Price, Contract Documents and Work.

CONTRACTOR, in consideration of the sum of **\$83,965.00** (the "Contract Price"), to be paid to CONTRACTOR by OWNER in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. CONTRACTOR understands and agrees that various provisions incorporated from websites and Attachments to the Request for Competitive Quotes and other Contract Documents were not physically attached but were and are incorporated by reference and have the same force and effect as if fully set forth therein.

CONTRACTOR shall perform the Work for the Contract Price pursuant to the Request for Competitive Quotes identified above (including all Addenda thereto, if any), CONTRACTOR'S response to the Request for Competitive Quote, and the following attachments to the Request for Competitive Quotes, which were posted in OregonBuys as part of the Request for Competitive Quotes advertisement and are incorporated into the Contract by this reference:

Exhibit 1 Technical Specifications

- Exhibit 2 Plans
- Exhibit 3 General and Supplemental General Conditions
- Exhibit 4 Contract Closeout Compliance Checklist
- Exhibit 5 Reserved

ATTACHMENTS INCORPORATED FROM WEBSITES:

Oregon Bureau of Labor and Industries Prevailing Wage Rates for Public Contracts Prevailing Wage Rate Book as amended applicable to projects first advertised for bid on May 1, 2023. The Lebanon DMV will take place in **Linn** County, BOLI Region 4; South Salem, Stayton and Woodburn DMV's will take place in **Marion** County, BOLI Region 3.

Available at: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

ODOT's Conflict of Interest Guidelines are available on ODOT's website (see Guidance, Policy & Resources) and are incorporated into this Contract:

<http://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>

The Contract Price includes: Competitive Quote items #1 – 4.

Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
1	Woodburn DMV - Install camera system as per Plans and Specifications	1.00	PROJECT (s)	\$ 23,291.00	\$ 0.00	\$ 23,291.00
2	South Salem DMV - Install camera system as per Plans and Specifications	1.00	PROJECT (s)	\$ 23,064.00	\$ 0.00	\$ 23,064.00
3	Lebanon DMV - Install camera system as per Plans and Specifications	1.00	PROJECT (s)	\$ 20,759.00	\$ 0.00	\$ 20,759.00
4	Stayton DMV - Install camera system as per Plans and Specifications	1.00	PROJECT (s)	\$ 16,851.00	\$ 0.00	\$ 16,851.00
TOTAL:						\$ 83,965.00

2. Representatives.

Unless otherwise specified in the Contract Documents, OWNER designates the person listed below as its Authorized Representative in the administration of the Contract. The Owner's Authorized Representative shall be the initial point of contact for matters related to performance, payment, authorization, and to carry out the responsibilities of OWNER. CONTRACTOR has named **Erik Hopkins** its authorized representative to act on its behalf.

Owner's Authorized Representative:

Name: Eric Spond
 Position: Construction Project Manager
 Address: 885 Airport Rd SE, Bldg. X
 City state Zip: Salem, OR 97301
 Phone: 503-302-3705
 Email: eric.spond@odot.oregon.gov

3. Project Locations:

Woodburn DMV:

1575 Mt Hood Ave #130, Woodburn, OR 97071

South Salem DMV:

4825 Commercial St SE Suite 120, Salem, OR 97302

Lebanon Salem DMV:

2485 S Second St, Lebanon, OR 97355

Stayton DMV:

11656 Sublimity Rd SE #400, Sublimity, OR 97385

4. Contract Dates (See the General Conditions for definitions of Substantial and Final Completion):

Start Date: Immediately after issuance of Notice to Proceed (NTP)

Substantial Completion Date: **Four (4) weeks from NTP**

Final Completion Date: **Five (5) weeks from NTP**

5. Liquidated Damages.

Failure to achieve Substantial Completion by the time specified above for Substantial Completion will result in damage to OWNER. Since actual damage will be difficult to determine, it is agreed that CONTRACTOR shall pay to OWNER, not as a penalty but as liquidated damages, **\$300.00** per calendar day for each day elapsed in excess of the Substantial Completion date specified in Section 3 of this Agreement until Substantial Completion is achieved.

6. Installation.

Installation of camera equipment must be done outside of DMV business hours to not impact customer or employees conducting DMV business. Initial Installations schedule will need to be worked out with the ODOT Project Manager, DMV Operations Team, DMV field office and Vendor.

a. DMV Business Hours:

i. Majority of DMV Offices/Business Hours: 8:00am- 5:00 PM on M, T, Th, F, except for Wednesday the office opens late for staff meetings 9:00AM – 5:00PM.

ii. Some DMV Offices/Business Hours: Varies: For specific office hours visit:

<https://www.oregon.gov/ODOT/DMV/Pages/offices/index.aspx>

b. Recommended Camera Installation Times:

Prior to business hours vendor can work to install cameras in the lobby. Once office opens, additional work can be done in the back office areas if not negatively impacting the employees serving DMV customers.

7. Certifications.

(a) Contractor certifies, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault and discrimination against employees who are members of a “protected class”. As a material term and condition of this Agreement, Contractor must maintain, throughout the duration of this Agreement, a policy and practice that complies with ORS 279A.112, including but not limited to, giving employees written notice of the Contractor’s policy and practice.

(b) Contractor certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

(c) Contractor certifies that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Oregon Construction Contractors Board or licensed by the Oregon State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence Work under the Contract.

(d) Contractor certifies that it is certified by the State of Oregon as an “Emerging Small Business” per the guidelines of the Certification Office for Business Inclusion and Diversity (“COBID”), that it will comply with all requirements of the Emerging Small Business Assistance Program under Oregon Revised Statute (ORS) 200.160 through ORS 200.200, and that it will perform at least 51 percent of the labor for the Work using the Contractor's own workforce.

(e) Contractor has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following: (i) A written employee drug testing policy, (ii) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and (iii) Required testing of a Subject Employee when the Offeror has reasonable cause to believe the Subject Employee is under the influence of drugs.

8. Integration.

THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THE CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO OTHER UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY

