

**STATE OF OREGON SERVICES AGREEMENT FORM
for the project**

McMinnville Maintenance Station Camera Upgrade

Contract Number PO-73000-00020413/B39926

Resulting from Request for Competitive Quotes (“RFCQ”) No. S-73000-00006718/35650

***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 **\$8,411.00** (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 Attachments to the RFCQ 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 RFCQ identified above (including all Addenda thereto, if any), CONTRACTOR’S response to the RFCQ, and the following attachments to the RFCQ, which were posted in ORBuys as part of the RFCQ advertisement and are incorporated into the Contract by this reference:

- Attachment A Specifications
- Attachment B Reserved
- Attachment C Terms and Conditions
- Attachment D Contract Closeout Compliance Checklist
- Attachment E Camera Layout (separate file)

The Contract Price includes: Competitive Quote Items #1

Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
1	Install New cameras at the McMinnville MS as per Plans and Specifications.	1.00	PROJECT (s)	\$ 8,411.00	\$ 0.00	\$ 8,411.00
					TOTAL:	\$ 8,411.00

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:

Eric Spond
Construction Project Manager
885 Airport Rd SE, Bldg. X
Salem, OR 97301
503-302-3705
eric.spond@odot.oregon.gov

3. Project Location:

1502 OR-99W
McMinnville, OR 97128

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

Start Date: Immediately after issuance of notice to proceed.

Substantial Completion: June 23, 2023.

Final Completion: June 30, 2023.

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, **\$100.00** 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. 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 ACKNOWLEDGES THAT IT HAS READ THE CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

In witness whereof, OWNER executes this Agreement and CONTRACTOR does execute the same as of the day and year indicated below.

CONTRACTOR'S INFORMATION:

CONTRACTOR'S DATA:

NAME & ADDRESS: **Empower Digital Solutions, Inc.**
7700 SW Hyland Way
Beaverton, OR 97008

CONTACT INFORMATION: **Erik Hopkins**

Erik.hopkins@empowerdigital.com

CONTRACTOR'S CCB #: **195629**

EXPIRATION DATE: **12/15/2023**

CONTRACTOR'S AUTHORIZED SIGNATURE:

 President 2 June 2023
Title Date

OWNER'S AUTHORIZED SIGNATURE:

Title Date