

**City of Sweet Home  
Personal Services Contract for  
Engineering and Construction Services**

This Contract is by and between the City of Sweet Home ("City") and North Santiam Paving Co. ("Contractor") for the development of an electric vehicle charging station.

**A. RECITALS**

City has conducted a formal solicitation for proposals from qualified firms pursuant to Public Contracting law.

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

City has awarded the contract to Contractor.

**B. CONTRACT EXHIBITS**

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

- Exhibit A – Scope of Work
- Exhibit B – Oregon Personal Services Public Contracting Code Requirements
- Exhibit C – Request for Proposals
- Exhibit D – Contractor's Proposal
- Exhibit E – Contractor's Price Proposal

**C. AGREEMENT**

**1. Schedule for Rendering Services**

1.1 Commencement. Contractor is authorized to begin rendering services under this contract from the date of its execution.

1.2 Time for Completion. Contractor shall complete its obligations within 9 months of contract execution, or within 4 months of Pacific Power Utility Upgrades, whichever is longer in duration.

If, through no fault of Contractor, such time or dates are changed, or the orderly and continuous progress of Contractor's services is impaired, or Contractor's services are delayed or suspended, then the time for completion of Contractor's services, and the rates and amounts of Contractor's compensation, shall be adjusted equitably.

If City authorizes changes in the scope, extent, or character of Contractor's services, then the time for completion of Contractor's services, and the rates and amounts of Contractor's compensation, shall be adjusted equitably.

City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Contractor's performance of its services.

If Contractor fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then City shall be entitled to the recovery of direct damages, if any, resulting from such failure.

## **2. Scope of Work**

Contractor shall provide all services and deliver all materials as specified in the attached Exhibits A, C and D, and as may be described by future addenda to this Contract.

## **3. Compensation**

3.1 Compensation. For the services described and performed by Contractor, the City agrees to pay, and the Contractor agrees to accept, compensation in a lump sum amount of \$194,200, in accordance with Exhibit E, Contractor's Price Proposal.

3.2 Invoices. Within 60 days following City acceptance of project deliverables as identified in Exhibits A, C, and D, Contractor shall invoice the City for the lump sum amount per Exhibit E and any agreed upon additions to the contract.

### 3.3 Payments.

- a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Contractor may, after giving seven (7) days written notice to City, suspend services under this Contract until Contractor has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

## **4. Contractor Is an Independent Contractor**

Contractor 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 various schedules and evaluate the quality of Contractor's completed work, City cannot and will not control the means and manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing work. Contractor is responsible for all federal and state taxes applicable to compensation and payment paid to Contractor under the Contract and will not have any amounts withheld by City to cover Contractor's tax obligations. Contractor 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: Blair Larsen, Community and Economic Development Director  
City of Sweet Home  
3225 Main Street  
Sweet Home, OR 97386  
Phone: (541) 818-8036  
Fax: (541) 367-5007

Contractor: North Santiam Paving Co.  
PO Box 516  
Stayton, OR 97383  
Phone: (503) 769-3436  
Fax: (503) 769-7358

## **6. Indemnification**

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

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

## **7. Insurance Requirements**

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

- a. Commercial general liability insurance, 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, if applicable):

\$1,000,000 – each occurrence (bodily injury)

\$2,000,000 – 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.

- b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident.
- c. 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.
- d. Professional Liability for Errors and Omissions insurance covering Contractor'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 one (1) years after final completion.
- e. 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(d) 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 one (1) year.

7.3 Policies shall provide that City, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.

7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own.

7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.

7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon.

7.7 Contractor 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, Contractor shall furnish City with executed copies of such policies of insurance. Contractor 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.

7.8 All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement with the certificate of insurance specifying the City of Sweet Home, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and

completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent and attached to Certificate of Insurance.

## **8. Workers' Compensation**

8.1 Contractor, 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 Contractor 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. Contractor shall indemnify City for any liability incurred by City as a result of Contractor's breach of the warranty under this paragraph.

## **9. Hours of Employment**

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

## **10. Assignments and Subcontractors**

Contractor may not assign or subcontract any of its responsibilities under this Contract without City's prior written consent. Contractor'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, Contractor shall remain liable for all of its obligations under this Contract.

## **11. Labor and Material**

Contractor 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 Contractor 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 Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor 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 Contractor, without Contractor's involvement or consent, then Contractor shall not be responsible for the materials.

### **13. Termination for Convenience**

13.1 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 Contractor. Upon termination under this paragraph, Contractor 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 Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

13.2 City may unilaterally order Contractor to suspend all or part of the services under this Contract. If City suspends certain services under this Contract and later orders Contractor to resume those services, Contractor will be entitled to reimbursements for the costs actually and reasonably incurred, if any, in re-starting the suspended services.

### **14. Termination for Cause**

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

14.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

14.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

### **15. Termination for Default**

Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

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

16.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.

16.3 If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor 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, Contractor shall immediately cease all activities related to the services and work under this Contract. As directed by City, Contractor 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, Contractor shall not discriminate against any employee or applicant for employment on the basis of any protected class as defined in ORS279A.112(b).

## **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 Contractor 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 Linn 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. CONTRACTOR BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

## **19. Compliance with Laws and Regulations**

Contractor 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, Contractor expressly agrees to comply with: (i) ORS 659a.142; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Contractor'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. Contractor, its sub-Contractors 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. Contractor shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

## **20. Experience, Capabilities and Resources**

By execution of this Contract, the Contractor agrees that:

Contractor is an experienced engineering or landscape architecture firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.

Contractor has the capabilities and resources necessary to perform the obligations of this Contract.

Contractor is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Contractor shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

## **21. Drawings, Specifications and Other Documents**

Contractor hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

## **22. Errors and Omissions**

Contractor shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Contractor shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by



Contractor or its sub-contractors. Contractor further agrees to assist City in resolving problems relating to any project designs or specified materials.

### **23. Contract Performance**

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

### **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 Contractor's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Contractor shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Contractor shall provide full access to these records to City, and City's duly authorized representatives in preparation for and during litigation.

### **25. Representations and Warranties**

Contractor represents and warrants to City that (1) Contractor has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor 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, (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. 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 projects and work tasks. With regard to subcontractor liens, City shall furnish to Contractor, within fifteen (15) days after receipt of a written request, information necessary and relevant for Contractor to evaluate, give notice of, or enforce lien.

26.2 City shall establish and update, if necessary, overall project budgets, including engineering and construction costs.

26.3 City shall furnish the services of other contractors, including geotechnical engineers, when such services are requested by Contractor, reasonably required by the scope of a project, and agreed to by City.

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

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

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

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

26.8 City shall report the total amount of all payments to Contractor, 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 Contractor 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 Contractor to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Agreement price or Agreement time.

## **27. Arbitration**

All claims, disputes, and other matters in question between the City and Contractor 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 Linn 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.

A claim by Contractor arising out of, or relating to this Contract must be made in writing and delivered to the City Manager not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Manager 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 City Manager will be considered by the City Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Contractor may file a written request for arbitration with the City Manager. 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 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 Contractor.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement. 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 Contractor to proceed through the courts for relief. If arbitration is followed, 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 will not be subject to modifications or appeal except to the extent permitted by Oregon law.

## **28. 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, Contractor 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.

## **29. Successors and Assigns**

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.

## **30. 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. Contractor shall not be liable for any consequential damages under this Contract. Contractor shall be compensated for costs incurred and agreed upon between the City and Contractor, including but not limited to, restocking and other manufacturer fees, should the City cancel the project due to terms not caused by the contractor.

## **31. Foreign Contractor**

If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor 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. Contractor shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

## **32. Confidentiality**

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

### **33. Force Majeure**

Contractor 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.

### **34. 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 Contractor of the same or any other provision. City's consent to or approval of any act by Contractor 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 Contractor, whether or not similar to the act so consented to or approved.

### **35. Severability**

Any provision 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.

### **36. Survival**

All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

### **37. Headings**

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

### **38. Integration and Modification**

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

### 39. Authority

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

### 40. Certificate of Compliance with Oregon Tax Laws

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

### 41. Time is of the Essence

Time is of the essence under this Contract.

CITY OF SWEET HOME

By: \_\_\_\_\_

Name: Kelcey Young

Title: City Manager

Date: \_\_\_\_\_

Authorized & Approved by the City Council.  
City Manager approves contract.

Approved as to form.

By: \_\_\_\_\_

Name: Robert Snyder

Title: City Attorney

Date: \_\_\_\_\_

CONTRACTOR

By:  \_\_\_\_\_

Authorized Signature

Name: Pete Sipos

Title: General manager - VP

Date: 4/20/23

## Exhibit A

### Scope of Work

#### SERVICES AND RESPONSIBILITY OF CONTRACTOR

Contractor shall accomplish the previously mentioned objectives, including, but not limited to:

- ~~Full engineering designs of the charging station and all required infrastructure (extension of power lines, trenching, any necessary concrete and paving, etc.).~~
- Full engineering, design, plan review/permitting and utility coordination for one new electrical service; all required infrastructure for one operational CPE 250 Charger and infrastructure for three future charger locations Per Exhibit E Pricing Proposal.
- Utility service upgrades provided by Pacific Power up to new electrical service provided by Owner/Pacific Power
- ~~Procurement and installation of two (2) DC Fast Charging Stations (ChargePoint Express 250 Stations, or similar) in the approximate location identified in the attached preliminary site plan.~~
- Procurement and installation of one (1) DC Fast Charging Station (ChargePoint Express 250 Station) in the location provided in site plan of Exhibit E Pricing Proposal.
- ~~Operation and maintenance of the charging stations for a period of at least five (5) years, including collection of user fees, and necessary repairs.~~
- Procure a 5-year Assure warranty and 5-year Enterprise Cloud subscription through ChargePoint
  - Both the warranty and subscription contracts will be written between ChargePoint and the end user; the contractor will only be facilitating the purchase of both the warranty and the subscription
  - The Assure warranty covers parts, labor and remote technical support for the duration of the contract
  - The Enterprise Cloud Subscription covers software support, pricing, automatic payment collection, power management features, and information dashboards and reports for the duration of the contract

## **Exhibit B**

### **Oregon Public Contracting Requirements**

#### **ORS CHAPTERS 279B AND 279C REQUIREMENTS**

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the City 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 316.617.
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) Contractor shall pay Contractor's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- (8) 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.
- (9) All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(10) 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.

(11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.



**Exhibit C**  
**Request for Proposals**



## **REQUEST FOR PROPOSALS**

**Project: SWEET HOME DOWNTOWN ELECTRIC VEHICLE CHARGING  
STATION**

**Proposal Due Date: February 17, 2023 at 4 PM.**

### **City of Sweet Home**

Community & Economic Development Department

3225 Main Street

Sweet Home, Oregon 97386

### **Contact Person**

Community & Economic Development Director

Blair Larsen

(541) 818-8036 (Direct)

[blarsen@sweethomeor.gov](mailto:blarsen@sweethomeor.gov)

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# **1 Introduction**

The City of Sweet Home invites you to apply to be a part of our exciting new initiative of providing DC fast charging stations to the surrounding area. The City is seeking proposals from qualified individuals, firms, or teams (Consultant) to purchase, install, and operate two (2) DC fast charging stations within the City-controlled public right-of-way on 10<sup>th</sup> Avenue. This is a grant-funded project intended to provide vehicle charging as an amenity in Sweet Home's downtown area in order to increase tourism and support the green energy initiative in Sweet Home and the neighboring areas.

This RFP, issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Oregon and the City of Sweet Home, invites qualified firms (Proposers) to submit their Proposals to provide the services described.

## **1.1 Background and Objectives**

The City of Sweet Home, pop. 10,097, is an Oregon municipal corporation with city limits covering approximately 6 square miles. The City is set in a beautiful area with many natural amenities both within the City as well as in the surrounding areas. The City of Sweet Home boasts two large lakes--Foster and Green Peter Reservoir, which draw thousands of tourists each year. Located in Linn County, 25 miles east of I-5, Sweet Home is the third largest city in the county. The City Council consists of the Mayor and six council members elected from the city at large. The Council acts as the local contract review board for the City. The City operates under a Council-Manager form of government.

The four lane Highway 20 Corridor is the City's Main Street, and runs from Boston Massachusetts to Newport, Oregon. Approximately 10,000 vehicles travel through this corridor daily. The City is actively working on increasing tourism and attracting more local businesses to our downtown corridor, and is beginning implementation of its Downtown Streetscape and Parking plan. The Streetscape Plan will also include mobility improvements and additional destinations adjacent to Highway 20. A large number of electric vehicles currently travel on Highway 20 through Sweet Home, and even more are expected after additional charging options begin operation.

The purpose of this RFP is to select a firm or team of firms to partner with the City on this exciting new initiative by constructing the improvements and providing the services described in this RFP.

The City of Sweet Home currently has no publicly available electric vehicle charging stations. The objective of this project is to install and operate two DC fast charging electric vehicle charging stations on 10<sup>th</sup> Avenue in Sweet Home. The City has acquired funding from Pacific Power through the Oregon Clean Fuels Electric Mobility Grant program.

10<sup>th</sup> Avenue between Main Street and Long Street is currently configured for two-way traffic. This one-block long street only serves a few properties, and mostly serves as a link between Main Street and Long Street. The City recently adopted a Downtown Streetscape and Parking Plan that calls for this portion of 10<sup>th</sup> Avenue to be converted to one-way traffic, flowing from north (Main Street) to south (Long Street), and be reconfigured to include 90-degree, head-in parking spaces. In conjunction with this project, City staff will make this traffic flow conversion and mark the new parking spaces. The two parking spaces closest to Main Street are the planned location of the charging stations. Pacific Power conducted a feasibility study for charging stations at this location, and their report is included in this RFP posting for

informational purposes.

The City is willing to approve up to two separate contracts for this project: one to procure equipment, and design and construct the charging stations, and another to maintain and operate the stations. Respondents are welcome to submit proposals for either or both portions of the project.

The estimated period for this project is approximately March, 2023 through May, 2024.

## **1.2 Scope of Services**

The selected team shall accomplish the previously mentioned objectives, including, but not limited to:

- Full designs of the charging station and all required infrastructure (extension of power lines, trenching, any necessary concrete and paving, etc.).
- Procurement and installation of two (2) DC Fast Charging Stations (ChargePoint Express 250 Stations, or similar) in the approximate location identified in the attached preliminary site plan.
- Operation and maintenance of the charging stations for a period of at least five (5) years, including collection of user fees, and necessary repairs.
- Comply with all applicable local and state regulations and policies.

## **1.3 Procurement Process and Schedule**

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

<b>Activity</b>	<b>Date</b>
Issue RFP	January 13, 2023
Proposal Due Date	February 17, 2023
Review and Scoring of Proposals	February 20-24, 2023
Negotiations	March 6-10, 2023
Notice of Intent to Award	March 17, 2023
Award contract	March, 2023

## **1.4 City Rights and Options**

The City, at its sole discretion, reserves the following rights:

- a. To supplement, amend, add to, delete from, substitute, and/or change this RFP at any time.
- b. To determine which Proposer, if any, should be selected for interviews and/or negotiations.
- c. To reject any or all proposals or information received pursuant to this RFP.
- d. To cancel this RFP with or without the substitution of another RFP or pre-qualification process.
- e. To request additional data or information after the submittal date, if such data or information is considered pertinent, in the City's sole view, to aid the review and selection process.
- f. To conduct investigations with respect to the qualifications and experience of each Proposer.
- g. To take any action affecting the RFP or the services or facilities subject to this RFP that would be in the best interests of the City.
- h. To require one or more Proposers to supplement, clarify or provide additional information necessary for the City to evaluate the proposals received.

- i. To waive any minor defect or technicality in any proposal received.
- j. To reject any portion of any submittal and/or reject all submittals, to waive any informalities or irregularities in the submittals or to re-advertise.

## **1.5 Expense of Submittal Preparation**

Proposers responding to this RFP do so solely at their own expense.

## **1.6 Public Records**

All proposals submitted are the property of the City of Sweet Home, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279B.060(6) for similar personal services contracts. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Proprietary", all documents received by City shall be available for public disclosure.

If any submittal contains confidential, technical, financial, or other types of information, the Proposer must clearly label as "Proprietary" the specific portions sought to be kept confidential and specify the exemption that the consultant is relying upon. Marking all, or substantially all of, a response as confidential may result in the response being considered non-responsive by the City. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Oregon Public Records law. By responding to this RFP, Proposers waive any challenge to the City's decisions in this regard.

Notwithstanding the foregoing, Proposers recognize and agree that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

## **1.7 Questions/Clarifications Request**

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Proposer. Proposers must request such interpretation or clarification in writing from the City. If any Proposer has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document, or otherwise requires clarification, such matters should be submitted in writing no later than 4 p.m., local time on February 3, 2023, to:

Blair Larsen  
Community & Economic Development Director  
3225 Main Street  
Sweet Home, Oregon 97386  
Email: [blarsen@sweethomeor.gov](mailto:blarsen@sweethomeor.gov)

Note: Only written or email contacts will be acknowledged.

Any and all such interpretations and supplemental instructions will be made in the form of written addenda which will be sent to all recipients of the RFP and shall become part of this RFP. Copies of all questions and answers, and any addenda to supplement the RFP, will be sent by email to each Proposer no later than four days prior to the proposal due date. Only formal written responses to properly submitted questions will be binding.

Contact with City officials (other than Blair Larsen, Community & Economic Development Director) is not allowed and will be considered as grounds for disqualification from the selection process.

## 1.8 Equal Opportunity Requirements

The selected Proposer, in the performance of all services, will not discriminate based on age, race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, or disability.

## 1.9 Protest Procedures

### 1.9.1 Protests of Solicitation

Proposers are directed to the protest procedures contained in ORS 279B.405 and OAR 137-047-0730. A prospective Proposer may file a protest of the solicitation if the prospective Proposer believes that the procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name. Protests shall be submitted to the City in writing no later than ten (10) days prior to the solicitation closing date.

### 1.9.2 Protests of Contract Award

Proposers are directed to the protest procedures contained in ORS 279B.410 and OAR 137-047-0740. A Proposer may protest the award of a public contract or a notice of intent to award a public contract, whichever occurs first, if:

(a) The bidder or proposer is adversely affected because the bidder or proposer would be eligible to be awarded the public contract in the event that the protest were successful; and

(b) The reason for the protest is that:

(A) All lower bids or higher ranked proposals are nonresponsive;

(B) The contracting agency has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;

(C) The contracting agency has abused its discretion in rejecting the protestor's bid or proposal as nonresponsive; or

(D) The contracting agency's evaluation of bids or proposals or the contracting agency's subsequent determination of award is otherwise in violation of this chapter or ORS chapter 279A.

Protests shall be submitted to the City in writing no later than seven (7) days following the notice of intent to award.

## 2 Proposal Submission Instructions and Requirements

### 2.1 General Instructions and Submittal Deadline

Proposers shall provide three (3) hard copies (one of which must be original) and one electronic PDF copy of the Proposal to:

Blair Larsen  
Community & Economic Development Director  
3225 Main Street  
Sweet Home, Oregon 97386  
[blarsen@sweethomeor.gov](mailto:blarsen@sweethomeor.gov)

Proposals are due on **February 17, 2023 by 4 p.m. local time**. The package shall be clearly

labeled "Sweet Home Downtown Electric Vehicle Charging Station."

The City of Sweet Home assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

## **2.2 Format for Proposals**

Please submit written proposals in compliance with the following organization:

1. Introductory Letter
2. Staffing Plan
3. Consultant Qualifications.
4. Project Understanding and Approach
5. References
6. Pricing

Narrative pages are to be on 8 ½ x 11 paper and all materials shall be bound into one volume. A clear and concise presentation of information is encouraged.

Consultants are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the consultant to organize the information required by this RFP as outlined may result in the City, at its sole discretion, disqualifying the consultant from further consideration.

### **2.2.1 Introductory Letter**

The City is interested in learning more about you and your interest in this project. Please submit an introductory letter expressing why you want to partner on this initiative. The letter will also name the person(s) authorized to represent the consultant in any negotiations and name of the person(s) authorized to sign any contract which may result. The letter will identify insurance coverage carried by the consultant. The letter will be signed by an authorized representative of the consultant.

### **2.2.2 Proposal Contents**

Minimum Qualifications: Proposers must meet the following minimum qualifications to be evaluated.

- At least three public sector projects of similar scope or objectives.
- Good legal standing.
- Ability to provide the work needed by the City to the standards required by the City.
- Demonstrate the ability to furnish insurance coverage as specified in Section 7 of the attached contract form.

Desired Qualifications: This is a very exciting project for the City of Sweet Home. Proposers shall demonstrate their ability to undertake the Electric vehicle Charging Station Project by providing the technical qualifications of the Proposer, individual team members and subconsultants, if applicable. The City reserves the right to conduct an independent investigation of the Proposer's technical qualifications by contacting references, accessing public information, or contacting independent parties. Additional information may be requested during the evaluations of technical qualifications. The Proposer shall provide the following sections to demonstrate its technical qualifications:

#### *Corporate Profile & Legal Qualifications*

- Include the full name, tax identification number, main office address and telephone and



facsimile numbers of the Proposer and the principal contact person. This shall include a description of the firm or organization (corporation, partnership, etc.) that will serve as the contracting party.

- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Name of the individual who will serve as the project lead.
- Identify proposed subconsultants, if applicable.
- Demonstrate good legal standing in Oregon (no bankruptcy in the last 10 years, no fraud, no illegal activities).
- If applicable, identify ownership status and/or employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses.

#### *Technical Experience & Qualifications*

- A current résumé for the individual who will serve as the project lead, including a description of qualifications, skills, and responsibilities.
- The names of professional persons who will assist the project lead in performing the work and a current résumé for each, including a description of qualifications, skills, responsibilities, professional registrations and certifications, and office location.
- Availability of support staff.
- Organizational chart identifying members of the team, including subconsultants, who would be assigned to this project. The chart should clearly delineate roles and responsibilities of the various team members.
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used and proof of adequate professional liability insurance for any subconsultants.
- Description of Proposer's project management techniques.
- Description of similar previous work demonstrating quality of work, ability to meet schedules, cost control and contract administration.
- A list of at least three references from government clients of similar size for whom similar services have recently been provided, if available. (For all references, please include names, phone numbers, and description of work performed.)
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- An explanation of any potential or actual conflicts of interest within the jurisdictional boundaries of the City. Conflict of interest is defined for purposes of this RFP and any resulting contract as proposer's provision of services to any private property owner or developer within the City's jurisdictional boundaries.

### **3 Review and Evaluation**

Submissions received in response to the RFP will be evaluated for compliance with the minimum required qualifications identified below. Proposals meeting these requirements will be forwarded to an evaluation committee that will independently score each proposal according to

the scoring criteria listed below.

### 3.1 Minimum Required Qualifications

Failure to comply with one or more of the following criteria will result in rejection of the proposal:

1. A duly authorized representative empowered to bind the consultant must sign the proposal.
2. Documentation of the Proposer's ability to provide the required insurances specified in Section 7 of the attached contract form.

### 3.2 Scoring Criteria

All responsive proposals from qualified consultants that meet the minimum required qualifications will be evaluated on the following criteria:

<b>Staffing Plan.</b> Provide a firm overview and qualifications for providing the Services. List key team members who will be assigned to this project, their roles and responsibilities, and their qualifications and experience.	30%
<b>Firm Qualifications.</b> Demonstrate ability to provide responsive services to assist City throughout the Project, based on the amount and type of staff resources available to perform the Services. This may include resources available for the duration of the Project, examples of similar projects that the firm has completed, the firm's experience with local governments and public input processes, internal procedures or policies associated or related to work quality and cost control, management and organization capabilities, etc.	30%
<b>Project Understanding and Approach.</b> Demonstrate a clear and concise understanding of the Services, including, without limitation, a basic or preliminary understanding of the Project, and the methodology and course of action used to meet the goals and objectives of the Project. The basic issue is whether the firm has a clear and concise understanding of the Project (based on existing information), the major issues to address, and whether a project approach has been formulated. Elements to be considered include, without limitation, the following: <ul style="list-style-type: none"><li>• The firm's basic understanding of the Project as demonstrated within the firm's proposal;</li><li>• Provision of a clear and concise explanation of Services;</li><li>• Demonstrate general knowledge of state and federally funded parks and recreation projects; and</li><li>• Identify unique design issues and recommend timely, effective, and efficient approaches to resolve these issues.</li><li>• Additional Ideas for Sweet Home's consideration regarding this project</li></ul>	30%
<b>References.</b> Provide references and recommendations from at least three current or former clients. References should establish the firm's or consultant's demonstrated ability to successfully and reliably complete similar projects.	10%

The City may reject any proposal found to be incomplete, unresponsive, or not in compliance with the format requirements set forth in this RFP. A proposal may be determined to be unresponsive if any aspect is found to be unacceptable or contrary to the best interests of the City. The City reserves the right to reject any and all responses to the RFP and is under no obligation to award a contract.

The City intends to select the best scoring proposal and to negotiate an agreement and price

with that consultant. However, should the negotiations fail to result in an executed agreement with the best qualified consultant, the City may elect to terminate negotiations and begin negotiations with the second-best scoring proposal or cancel the procurement process.

The responsibility for the final selection and negotiation rests solely with the City.

### **3.3 Selection**

Each member of the evaluation committee shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in this RFP. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, results of the evaluation will be posted to the RFP listing on the City website and will be emailed to the primary contact identified in each proposal, and the City will begin negotiating a contract with the highest ranking candidate. The City shall direct negotiations toward obtaining written agreement on the consultant's performance obligations, a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

The City intends to conduct serial negotiations beginning with the highest ranked Proposer pursuant to ORS 279B.060(8)(d). If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. This process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

Upon reaching agreement, the notice of intent to award will be posted and the contract will be presented to City Council for approval. If City Council approves the award of the contract as presented, then the agreement will be executed.

It is the desire of the City to have a contract in place no later than March, 2023.

## **4 Contract**

The City desires to enter into a professional services agreement in the form attached, which includes all services necessary, whether or not the services are specifically outlined in this RFP.

The selected proposer will be expected to sign the attached written agreement, which will incorporate this RFP and awardee's proposal. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms the City chooses to negotiate, at City's sole discretion.

The City anticipates payment for services in a lump sum, not-to-exceed amount. However, the City will also consider alternative proposals. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by City.

Any contract requires that awardee will comply with all applicable federal and state laws, rules and regulations.

The City of Sweet Home is an Equal Opportunity/Affirmative Action Employer.  
Women, Minorities and Disabled Persons are encouraged to apply.

This RFP is issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Oregon and the City of Sweet Home. Authorized & approved for posting by the City Council and the City Manager. Staff can amend the RFP and

contract form to meet the best interests of the City with the approval of the City Manager.

**THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR  
REVOKED WITHOUT NOTICE.**

**Exhibit D**

**Contractor's Proposal**



## **REQUEST FOR PROPOSALS**

### ***Sweet Home Downtown Electric Vehicle Charging Station***

Proposal Due Date: February 17<sup>th</sup>, 2023 at 4 PM

**City of Sweet Home  
Community and Economic Development Department  
3225 Main Street  
Sweet Home, Oregon 97386**



## NORTH SANTIAM PAVING CO. SITE DEVELOPMENT AND ROADWAY CONTRACTORS

41203 Kingston-Lyons Drive SE - PO Box 516 Stayton, OR 97383 - Office: 503.769.3436 - Fax: 503.769.7358 - CCB #53247

February 17, 2023

City of Sweet Home  
Mr. Blair Larsen, Community & Economic Development Director  
3225 Main Street  
Sweet Home, Oregon 97386

Re: Request for Proposals  
Project: Sweet Home Downtown Electric Vehicle Charging Station

Dear Mr. Larsen:

North Santiam Paving Co. is a leading provider of professional construction services throughout the Mid-Willamette Valley. We have remained headquartered within Linn County in Stayton, OR since the founding of our family-owned business in 1973. We have achieved success by forming close working partnerships with our clients, subcontractors, and suppliers. Our high-quality work, often recognized by industry experts, has won us many state, city and private project awards for quality and excellence.

Client satisfaction is our number one concern. To achieve this, we demand the highest quality of craftsmanship from all our team members, while dedicating ourselves to honesty, integrity, and family values. This has created a company culture which has driven us to becoming one of the top local civil construction contractors.

While North Santiam Paving provides expertise in civil construction by offering complete design-build capabilities with our engineering and surveying team, construction managers, and skilled field personnel that work together under one roof, our success is largely driven by our subcontractors for the work we cannot perform in house. This is why we have teamed up with another local company residing in Linn County, Jimco Electrical Contracting, Inc. for your project. We have found over the many years of working together that Jimco and NSP share the same core values for client satisfaction, honesty, integrity, family values, and desire to perform the highest quality work.

Similar to North Santiam Paving, Jimco Electrical has become a leading expert in their field of work since their founding over 60 years ago. Jimco has also modeled their business with the understanding that one of the best services they can offer their clients is the design-build process. Just as NSP offers full turnkey capabilities for civil design build, Jimco offers the same capabilities within the electrical field. With an in-house electrical engineer, construction managers with decades of experience, and some of the highest skilled field personnel, Jimco is a leader in their industry.



North Santiam Paving, in conjunction with our team members of Jimco Electrical, feel privileged to be able to have the opportunity to partner with the City of Sweet Home and be able complete the hard work completed by those before us to obtain the critical grant money to bring the first of its kind infrastructure to the downtown area. With the future success of the project, it will surely be the first of many future projects to come to support the green energy initiative in Sweet Home as well as throughout all our local Linn County communities that many of us within our companies call home.

Part of our excitement comes from our success on current and past projects that NSP and Jimco have teamed together on. Our sample projects are included within this proposal, but one project worth noting that we are currently working together on is our largest EV charger project currently being constructed for Oregon Department of Administrative Services in which we are the general contractor providing the project management, civil and electrical construction for the infrastructure and supporting equipment for 92 chargers across 16 State owned parking facilities.

It is also worth noting our long standing working relationship with the City of Sweet home. We have budgeted, constructed, and worked for the City for several decades on multiple projects and value that working relationship. North Santiam Paving considers Joe Graybill, the City Engineer, and the rest of his staff great colleagues and friends within the industry.

While we will be a team on this project utilizing our expertise in our own respective field of work, North Santiam Paving will be facilitating the role of prime contractor throughout the course of the contract. A few items to note related to that role:

- ❖ North Santiam Paving Co. is an Oregon Corporation.
- ❖ Ronald R. Bochslar is President and owner of the corporation and has full signatory authority for North Santiam Paving Co.
- ❖ Pete Sipos, North Santiam Paving Co.'s Vice President, will oversee the project; he is the authorized party to represent North Santiam Paving Co. in any negotiations related to the contract resulting from this proposal and is authorized to sign for North Santiam Paving Co.
- ❖ North Santiam Paving Co. has reviewed the project insurance requirements and has insurance in place that meets the requirements, a certificate is included in our proposal.

North Santiam Paving and Jimco Electrical appreciate your consideration in allowing us the opportunity to offer you a complete, inhouse, design build project for your city. Our team will accomplish a successful turnkey project from design, permitting and construction of all required infrastructure for your two DC Fast Charging Stations and be there as partners for the five years of operation and maintenance of the charging stations.

Please feel free to contact me if we can provide any additional information to help assure you that our team is the right candidate for your exciting upcoming project.

Thank you,

Reid Highberger  
North Santiam Paving Co.





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## STAFFING PLAN AND KEY PERSONNEL

The team selected will provide direction and coordination of all project activities. Managing intricate projects takes an organized and well-trained project team. Our project managers and construction teams have proven time and again that they can handle projects of any size and complexity. Our team adds value by:

- Performing in-house surveying, civil and electrical engineering, and management
- Understanding the design-build process
- Having the knowledge to propose beneficial value engineering ideas

## PROJECT LEADERSHIP & MANAGEMENT



*Pete Sipos*, North Santiam Paving Company Vice President and General Manager, oversees our company's operations including all construction and paving work. Pete has over 35 years of experience working in the construction industry with a focus on asphalt and paving operations. Pete has successfully completed construction contracts in all facets as a subcontractor and as a prime contractor for ODOT, federal agencies, local municipalities and private owner's.



*Reid Highberger*, Project Manager for North Santiam Paving, will be the main point of contact for this project. Reid has worked on numerous projects over his 18 years of construction experience. Most recently Reid is managing a \$12+ million project for the installation of ninety-two electric vehicle charging stations at sixteen various Oregon Department of Administrative Services Parking Facilities within Salem, Oregon. He has experience managing large projects with phased construction, multiple scopes of work and subcontractors to manage. Reid will oversee the contract and the daily operations of the project. He will be responsible for the Proposed Design Submission, Project Coordination, Progress Meetings, Schedules, Submittal Process, Requests for Information, Change Order Requests, and Project Billings. Reid's knowledge combined with his take charge attitude make him a great candidate to successfully manage a project like this.



*Todd Garcia*, Partner/Owner of Jimco Electrical Contracting, has been with the company for over 30 years and is the supervising electrician and project manager for the Salem, OR EVSE charging project. His experience includes a long-term relationship of local customers including ATI, Selmet, TI SQ, Stack, PCT, Knife River, State of Oregon & OMD. Outside of local customers his experience includes Space X Texas Generator relocation from Albany Oregon, Target Distribution Center, Stuarts Draft Virginia. Each of these customers have and continue to be a partner in design, new construction, and maintenance. His interest in EV Charging has formed new working relationships with existing and new customers for the purpose of supporting their EV Charging needs. Todd

recently completed the Knife River Training Center in Linn County, which was a state-of-the-art training center where facilitated the electrical construction completed by Jimco which included the companies first EV Charger.



## SUPERINTENDENT/FIELD LEADERSHIP

*Dave Haflich* with North Santiam Paving will be fulfilling the roll of onsite superintendent on the project. Our crews will self-perform the traffic control, excavation, rocking, trenching of underground utilities/conduit and other miscellaneous appurtenances, as well as, the finished grading, rocking, and paving of the site. Dave generally performs the superintendent duties on our large projects with multiple scopes of work. Dave has over 35 years of experience performing this type of work, including working in areas of high-volume pedestrian and vehicle traffic and other coordination caveats. His organizational skills, combined with his knowledge, experience and training in the field account for his crews operating smoothly. Dave's ability to document areas of work make the task of project close-out and as-built drawings simple to complete at the end of the project.

*Colton Hackstedt* of Jimco Electrical is a Supervising foreman and journeyman electrician. Colton has been involved in many of Jimco's previous EV Charger projects, including acting as the foreman electrician for the Department of Administrative service project. Colton's attention to detail, planning and communication skills with the power companies are exceptional and serve as a critical piece to keep electrical work on schedule and completed to the highest quality.

## ENGINEERING, DESIGN, SURVEYING AND CONSTRUCTION STAKING

*Levi Warriner* is NSP's in-house Professional Engineer. Levi has experience designing projects including large projects such as multi-phased subdivisions to small projects such as parking lot expansions. Levi will work closely with Reid and the electrical engineer at Jimco Electric Contracting Inc. to prepare a site plan and construction drawings that meets the needs of City and the end user and acquire applicable permitting for the project.

*Jesse Krieger* is Jimco's Principal Electrical Engineer with nearly 20 years of experience as an electrical engineer and has been a practicing Professional Engineer for over 12 years. His experience has been in designing power and control systems for large industrial facilities in the northwest and supporting power and control systems across the country. He has a BSEE and MBA from Oregon State University and is a certified Project Management Professional. Jesse Krieger will be the design interface with the power company, provide electrical equipment specification and review, and provide support for any charging controls.

*Michael Downs* is NSP's Professional Land Surveyor. His expertise and experience aid our project from through all phases of construction, from design to construction to post construction documentation. Michael excels at catching potential constructability problems before they become and issue, saving valuable time and money.

Below is a list of other key personnel that will have some involvement with the project:

Name	Title or Position	Years Experience
Ronald R Bochsler (NSP)	President & Construction Manager	48 Years
Dylan Bochsler (NSP)	Treasurer	15 Years
Randy Fischer (NSP)	Dispatch	42 Years
April Hall (NSP)	Contract Administration	23 Years
Casey Bochsler (NSP)	Project Manager / Estimator	22 Years
Tim Kleint (Jimco)	Partner & Construction Manager	36 Years
Jon Marshal (Jimco)	Partner & Construction Manager	33 Years
Bryan Shaffer (Jimco)	Partner & Construction Manager	30 Years
Lyn Hiatt (Jimco)	Office Manager	12 Years



Each member of this team knows the complexity of working on this site and are committed to meeting the project requirements with regards to design, our construction staging area, storage of materials and equipment, parking, and subcontractor management. Our office staff will maintain and submit accurate subcontract records and billing documents.

## TEAM QUALIFICATIONS AND EXPERIENCE

As you have seen, the team we have put together for this project is one that we feel is unparalleled within our local industry. As a local design-build civil contractor with vast history of all facets of construction design, management and construction, paired with a long-standing electrical contractor with all the same capabilities and skills for their respective field, we assure you that you will be partnered with the most qualified and local team members.

## RELEVANT PAST PERFORMANCE

North Santiam Paving excels in the construction of both new roadways and structures as well as the modernization of existing infrastructure. NSP has a proven track record of designing and delivering projects on-time and under budget to a diverse set of both public and private owners.

Our company has built a solid reputation by constructing difficult projects in challenging environments and under strict timelines. Our construction teams and in-house engineers excel by working together with the owner to complete projects and deliver the highest value to every client.



Our crews will perform 80-95% of the sitework, utilities and surfacing scopes of work. We generally subcontract activities such as, flagging, saw cutting, concrete work, testing services and pavement markings. With your project consisting of civil and electrical work, having Jimco Electrical Contracting Inc. on our team for the electrical design, procurement and installation of charging stations allows us to provide a complete in-house design-build project with very minor outside subcontracting required. We have worked closely with various utility companies, such as Pacific Power, Northwest Natural, and communication companies throughout the state. We understand the coordination and scheduling constraints aspects of working with public utility companies. We have a diverse workforce encompassing many areas of expertise.

Following is a list of relevant projects North Santiam Paving Co. and Jimco Electrical Contracting is currently constructing or has completed in the past several years.





## **OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES- EAM PARKING LOT AND ELECTRICAL VEHICLE CHARGING UPGRADES**

This project includes upgrading, reconstructing and installation of all infrastructure for 92 electrical vehicle charging stations across 16 various state-owned parking facilities around Salem, OR. North Santiam Paving is the Prime Contractor for the project and self-performing all sub management, surveying and staking, excavation, rocking, utility installation, and asphalt paving on the project. Jimco Electrical Contracting is our electrical subcontractor on the project coordinating all aspects of the electrical work for the project including PGE communication and final design, procurement of electrical gear and chargers and installation of all electrical infrastructure. Some key items of the project:

- Obtaining permits for various aspects of our work
- Construction staking for all construction activities
- Install erosion control
- Traffic control and coordination of all sites
- Excavation and rocking
- Installation of new utilities including storm, water, sewer, power, and communications
- Procure and install 92 EV Charging Stations-Including ChargePoint and Multiforce stations
- Coordination and installation of new PGE Primary power to all parking lots to facilitate EV Stations
- Level 2 & 3 ECSE
- Fleet Management System: Kiosk Based Power Management
- Prep and asphalt pavement of parking lots
- Install parking lot lighting, conduit, wires, bases, poles, and light fixtures
- Concrete walks, driveways, ADA ramps, stairs, curbing, charger & electrical gear pads
- Parking lot layout, striping, and signage including ADA stalls
- Installation of parking bumpers and bollards
- Landscaping and irrigation for all associated lots

Contract Amount: \$12,104,000  
Completion Date: Summer 2024

State of Oregon  
Oregon Department of Administrative Services  
1225 Ferry Street SE U100  
Salem, OR 97301

Contact: Terry Nunley  
(503) 373-2331



[Terry.Nunley@das.oregon.gov](mailto:Terry.Nunley@das.oregon.gov)



### **MIDDLE GROVE SCHOOL PARKING LOT DESIGN BUILD**

This project included the design, permitting and construction of two asphalt parking lots to replace existing gravel lots. No drawings or design criteria were specified but NSP completed in house surveying, design and engineering, and construction for the two lots. Jimco was brought onto our team of subcontractors to perform the lighting scope of this work. Some highlights of the project include:

- Survey, topo, design, CAD and submit construction drawings for permitting
- Obtain Marion County Permit and approvals
- Construction staking for all construction activities
- Install erosion control – Includes hydro seeding
- Construction of water quality storm treatment and detention system
- Installation of storm system parking lot
- Excavation and base rock for parking lot construction
- Asphalt pave parking lots with Level 2-1/2" hot mix asphalt
- Install parking lot lighting, conduit, wires, 9 poles and bases & 14 light fixtures. (Included electrical connection at building and timer)
- Parking lot layout and striping
- Install Speed Bumps
- Install ADA Signs
- Install parking bumpers along detention ponds
- Shoulder rock all perimeter edges

Contract Amount: \$443,000  
Completion Date: October 2019

Mid-Willamette Valley Community  
Action Agency Inc.  
2475 Center St Ne  
Salem, OR 97301



Contact: Tony Castellanos  
(503) 585-6232

[Tony.castellanos@mwvcaa.org](mailto:Tony.castellanos@mwvcaa.org)

### **LOCHNER ROAD IMPROVEMENTS**



Contract for 2,800 LF of street reconstruction for the City of Albany. Work including mass excavation of existing road, new curbs, sidewalks, asphalt pavement, railroad work, storm and sanitary sewer, waterline, stormwater treatment and detention facilities, pavement markings, illumination and more. North Santiam Paving Co. performed this work at the Prime Contractor.

Contract Amount: \$2,408,000  
Completion Date: October 30, 2020

City of Albany-Public Works  
333 Broadalbin St SW  
Albany, OR 97321

Contact: Nick Orsborn  
(541) 791-0177

[nick.orsborn@cityofalbany.net](mailto:nick.orsborn@cityofalbany.net)



### **RED HILLS ESTATES DESIGN BUILD SUBDIVISION**

North Santiam Paving contract to design-build a housing subdivision on 22-acres of existing farm ground in Monroe, OR. NSP designed and built a 55-lot subdivision. North Santiam Paving Co. performed:

- Survey, topo, design, CAD and submit construction drawings for permitting
- Obtain Benton County and City of Monroe Permit and approvals
- Construction staking for all construction activities
- Install erosion control – Includes hydro seeding
- Mass excavation and grading to prepare site
- Construction of water quality storm treatment and detention system
- Construction of drinking water and storm sewer systems
- Installation of dry utilities
- Site lighting conduit installation for PGE Lighting
- Rock placement and grading for road base
- Concrete Curbs, sidewalk, and driveways
- Finish asphalt paving of new roadway
- Public Park/green space construction



Contract Amount: \$2,500,000  
Completion Date: October 23, 2019

Contact: Ross Bochsler, Manager  
(503) 871-5553

### **MILL CREEK CORPORATE CENTER “A STREET” - PACTRUST/CITY OF SALEM**



Contract for 4,500lf of new road construction is Salem. Project was built through wetlands creating unique challenges. Work included mass excavation, installation of large box culverts for drainage, underground utility installation, placement and compaction of aggregate, 8” of asphalt paving in new road section, storm water treatment planters and facilities, curb, sidewalks, electrical and illumination installation, and other miscellaneous work. North Santiam Paving Co. performed this work at the Prime Contractor.

Contract Amount: \$4,000,000  
Completion Date: October 2020

Contact:

PacTrust  
15350 SW Sequoia Parkway  
Suite 300  
Portland OR 97224  
503.624.6300





## **JIMCO ELECTRICAL CONTRACTING EV PROJECTS**

Enclosed are a few examples of Jimco Electrical projects that specifically pertained to EV Charger station installation outside of projects that North Santiam Paving and Jimco Electrical were teamed up with on:

- ***Knife River Training Center***
  - Installation of ChargePoint CT4000 Dual Port Station
    - Reference: Kris Latimer
    - Phone: 541-403-7704; 541-979-9160
    - Email: kris.latimer@kniferiver.com
- ***College of Osteopathic Medicine of the Pacific-Northwest***
  - Installation of ChargePoint CT4000 Dual Port Station
    - Reference: Cary Vandetta
    - Phone: 541-570-0411
    - Email: caryvandetta@gmail.com
- ***Agility Robotics***
  - Installation of customer provided Leviton EV Charger
    - Reference: Hans Reimers
    - Phone: 541-979-7741
    - Email: hans@rlreimers.com
- ***Thomas Elzinga – Energy Services Manager for Consumer Power, Inc.***
  - Installation of ChargePoint CT4000 Dual Port Station
    - Phone: 541-929-8532
    - Email: thomase@cpi.coop
- ***Additional References:***
  - Brad Myers – Pacific NW Account Executive for ChargePoint EV Chargers
    - Phone: 509.251.5213
    - Email: brad.myers@chargepoint.com



## **PROJECT APPROACH AND SERVICES**

With both our company's vast history of design build projects, we know partnership, collaboration of knowledge of our expertise in respective fields and communication between all parties involved in the key to success. In partnership with the City of Sweet Home, North Santiam Paving and Jimco Electric we are confident we can take this project from an idea to completion. A few key steps for that success are outlined in our below approach:

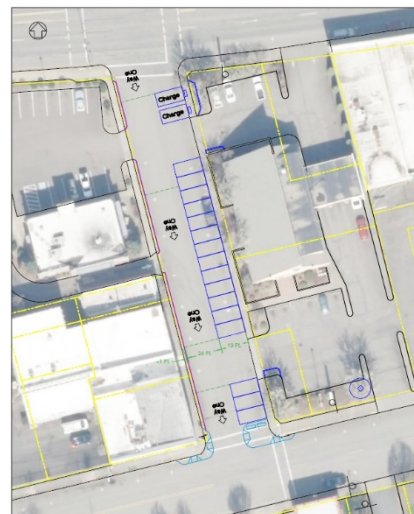
- Coordination and planning with our customer, the City of Sweet Home, sharing knowledge of installation requirements best suited and agreed too as a team to establish basis of design and engineering.
- Complete in house design, permit and coordination for civil and electrical scope of the project with local governing jurisdictions and utility companies for agreement in construction requirements. This allows





equipment to be ordered which is critical due to current market conditions resulting in longer than normal lead-times.

- Coordination from line item 1 & 2 needs to be communicated with the team as action items to be included for the whole schedule of the project.
- Project planning is critical to eliminate, to the best of our ability, lead times for materials and power company scheduling. This includes direct coordination/procurement of the EV charger equipment. We have already been contacted with the suppliers of the EV Charger equipment for this project for their awareness and pricing.
- Once all design, permitting, pre-planning and materials have been acquired we will begin construction. This eliminates un-needed disruption to the local community and traveling public.
- We see this project being built out of the ground starting from the EV chargers working back to the power source, metering/panel location. This is the same approach we are currently taking on the State of Oregon project to maintain efficiency and flow of construction. We will quickly and efficiently follow up with all needed infrastructure replacement; curbs, walks, asphalt pavement repairs, striping, signage, etc. All this being done while maintaining a safe and professional work environment for the traveling public utilizing our in house Traffic Control Supervisors.
- Continued ongoing project management of on-site crew for the purpose of meeting schedule, budget, quality and performance during the construction phase.
- On-going PM for record drawings/documents for the project will be maintained completely in house for the purpose of an efficient close out with the customer.
- Procurement of ChargePoint CPE250 stations, user interface, warranty service and maintenance plan will be provided during the project for earliest activation to the customer.



North Santiam Paving and Jimco Electric has proven to be successful on multiple projects due to the people both our companies share. We are striving to be at the forefront of this fairly new infrastructure to our local communities and are working our way to becoming the leading local experts in the construction of EV chargers within our industry. Our common interest in partnering together in the EV charging realm is aimed at supporting and bettering our local communities which this is exactly what this project stands for.



## ADDITIONAL COMPANY INFORMATION

### EQUAL OPPORTUNITY EMPLOYER

North Santiam Paving Company is an equal opportunity employer and does not discriminate. We offer employees above average wages, steady employment, and job security. In turn our individual employees are committed to our company and promote superior workmanship and excellence in all aspects of their work. Our employees look forward to meeting goals, overcoming challenges, and are continuously improving through training and education.

### SUBCONTRACTOR PARTNERS

North Santiam Paving Co. works with small, MBE, WBE, and DBE classified businesses regularly on multiple contracts. In the event we need to advertise for subcontractor bids, we do so, at local plan centers, in local news publications, and in minority business publications. We do this to develop business relationships with new, emerging small businesses in our area. Soliciting bids from new subcontractors can be laborious, as they often need mentoring through the process, new companies often do not have experience yet in completing contracts and have to be guided through the entire process, starting with obtaining bid documents. In addition, they need guidance during each step of the construction process including submittals, certified payroll reporting, invoicing, and other contract requirements. North Santiam Paving Co. does not discriminate against subcontractors or suppliers during our bid solicitation process but rather base our selections on the firms' qualifications, evaluation of the bid and the bidder's references.

### BENEFITS TO THE LOCAL ECONOMY

North Santiam Paving Company utilizes local businesses during construction for purchasing small tools and equipment rental needs. Employees, who all live in the mid-Willamette Valley, are encouraged to reside near the jobsite utilizing retailers, food establishments and lodging in the area. We will hire local businesses for subcontracting needs such as trucking and traffic control. We support our own community by donating to local area schools and charities.

### COMMITMENT TO QUALITY

Our company is dedicated to promoting superior workmanship through development of strong individuals committed to excellence in all aspects of work and continuous improvement throughout the company. We are a leader in the industry, proven by over 30 Awards for Excellence from our peers and industry associations. North Santiam Paving Co. has also received correspondence from numerous municipalities and individuals thanking the company and crew for providing such a quality product and performing the work in a timely manner with an excellent crew. We are excited to bring this devotion to excellence to your project and provide a product that will enhance the local community.



## SAFETY

North Santiam Paving Co. is committed to safety. We provide a safe work environment for our employees and monitor their processes. With training and education we provide our employees with the knowledge, tools and equipment to perform their work in a manner that is safe to everyone involved. North Santiam Paving Co. provides annual training to keep our employees current on industry standards and best practices, as well as, eligible to work in rural or densely forested areas. We also provide employees with opportunities to take classes and receive industry certifications. To provide the best training for our employees North Santiam Paving Co. utilizes industry professionals such as:

- Asphalt Paving Association of Oregon
- Associated General Contractors
- OSHA Training Courses
- C.N.A. School of Risk Control Excellence
- SAIF Corporation Trainings & Seminars
- Northwest College of Construction



## INSURANCE AND BONDING

Joel Dietzman and our team of representatives at Anchor Insurance & Surety, Inc. in Portland, Oregon handle our liability and auto insurance needs. North Santiam Paving utilizes SAIF Corporation for our Worker's Compensation Insurance coverage, our account representative is Marc Brandeberry.

Contact information for our insurance agents is listed below:

- Anchor Insurance & Surety, Inc.  
Joel Dietzman, Authorized Representative  
500 Century Tower, 1201 SW 12<sup>th</sup> Ave., Portland, Oregon 97205 - (503) 224-2500
- SAIF Corporation  
Marc Brandeberry, Account Representative  
500 Century Tower, 1201 SW 12<sup>th</sup> Ave., Portland, Oregon 97205 - (503) 224-2500

Our current Experience Modification Rate is 0.73. See Chart below for past EMR rates:

2022-23	0.77
2021-22	0.95
2020-21	0.79



We have built solid relationships with these agencies over the years. The agencies, as well as, the carriers recognize our commitment to safety. Our liability insurance carrier, Travelers Insurance Company, also provides our company with a Safety and Loss Consultant, Jeffrey Smith. Jeff provides training and visits our jobsites and our shop/yard location on a regular basis. North Santiam Paving Co. was awarded the Leadership in Safety Award by C.N.A., our previous liability insurance carrier.

Robert Walsh of Federal Insurance Company has handled our surety needs since 1974, in conjunction with the local insurance agent, Deborah Ford-Bates of Rhodes Warden Insurance Agency.

Contact information for our bonding company and agent is listed below:

- Federal Insurance Co. – Chubb Group  
Robert Walsh, Regional Surety Manager  
2603 Camino Ramon, Suite 300, San Ramon CA 94583 – (925) 598-6005
- Rhodes Warden Insurance Agency  
Deborah Ford-Bates, Agent  
PO Box 190, Stayton, OR 97383 – (503) 769-7105

## PRICING AND COST CONTROL

Should we have the privileged of partnering with the City of Sweet Home to bring this first of its kind infrastructure to the local community, you will be assured that you will be receiving the most cost efficient way to construct a project. Utilizing the design build process, we bring to the table decades of construction knowledge and in house design to allow your project to be designed and built to the highest standard and most efficient way possible.

If awarded, we will work as a team to understand and work within the budget set forth for the project. Having a long history of working on projects with grants and other sources of funding, we have a vast knowledge of budget limitations and assuring the owner that the cost savings of the design build process for a project are typically substantial compared to the traditional use of outside consultants to design a project who may not have the construction experience we bring forth to the team.

## CLOSING REMARKS

In closing, we would like to congratulate the City of Sweet Home on the procurement of their grant for the project. A significant amount of work was surely spent on securing these critical funds to bring this exciting, first of its kind, project and infrastructure to the city and local community. North Santiam Paving Co. and Jimco Electrical Contracting Inc. would be honored to partner with you on such a rewarding project for our local community many of us call home. We have no doubt, through partnership and valuable skills each member of this team brings forth to the project, would make this project a success and a model project for surely many more to come in the future.

ENCL-

*Certificate of Insurance*







ANCHOR INSURANCE & SURETY, INC.

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February 13, 2023

City of Sweet Home  
Community & Economic Development Department  
Attn: Blair Larsen  
3225 Main Street  
Sweet Home, OR 97386

RE: North Santiam Paving Co. – Insurance Certification  
Sweet Home Downtown Electric Vehicle Charging Station

Blair Larsen:

I am writing to you at the request of North Santiam Paving Co. It is my understanding that North Santiam Paving Co. is pre-qualifying with your agency for the Sweet Home Downtown Electric Vehicle Charging Station.

My agency represents North Santiam Paving Co. in their commercial insurance matters. Attached, please find an ACORD Certificate of Insurance outlining the current coverages of North Santiam Paving Co. The policies are set to renew on March 1<sup>st</sup>, 2023, and all required coverages will be in place on or before that renewal date. We have several quotes in-hand to raise the professional liability coverage limit from \$1,000,000 per claim to \$2,000,000 per claim per 7.1(d) – and will have that coverage in place prior to commencement of the work per 7.7.

North Santiam Paving Co. is financially solid and its management and personnel enjoy an enviable reputation in our business community for quality work produced on time. If I can be of any help to you on further pre-qualification of North Santiam Paving Co., please do not hesitate to call me at telephone number: (503) 224-2500.

Sincerely,

ANCHOR INSURANCE & SURETY, INC.

Joel Dietzman, CPCU, CRIS, AFSB





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Anchor Insurance and Surety, Inc PO Box 2808 Portland OR 97208		<b>CONTACT NAME:</b> Kim Lee <b>PHONE (A/C, No, Ext):</b> 503-224-2500 <b>E-MAIL ADDRESS:</b> klee@anchorias.com <b>FAX (A/C, No):</b> 503-224-9830	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
<b>INSURED</b> North Santiam Paving Co PO Box 516 Stayton OR 97383-0516		<b>INSURER A:</b> SAIF Corporation <b>INSURER B:</b> ACE AMERICAN INSURANCE COMPANY <b>INSURER C:</b> Charter Oak Fire Ins. Co. <b>INSURER D:</b> Travelers Property Casualty Co. of America <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

**CERTIFICATE NUMBER:** 472279958

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> JOBSITE POLLUTIO <input checked="" type="checkbox"/> LOGGERS BFPD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-0T79694A-COF-22	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LOGGERS BFPD \$ 1,000,000
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-0T795388-22-26-G	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ POLLUTION \$ 1,000,000
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-0T797658-22-26	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	812128	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER OR E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	<b>PROFESSIONAL &amp; POLLUTION</b> PROFESSIONAL & POLLUTION			EON G21636988 021	3/1/2022	3/1/2023	ANY ONE LOSS \$ 1,000,000 AGGREGATE \$ 2,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and all other entities are additional insureds when specified by written contract. Coverage is primary & non-contributory and includes waiver of subrogation when required by written contract. All subject to the terms, conditions and exclusions of the policies. Endorsements attached: CGD246 0419, CGD316 0219, CAT353 0215, CAT499 0216 & WC000313. Umbrella Excess Liability goes over General Liability, Loggers Broad form Property Damage, Auto and Employers Liability  
Sweet Home Downtown Electric Vehicle Charging Station.

## CERTIFICATE HOLDER

## CANCELLATION

City of Sweet Home  
Blair Larsen, Community and Economic Director  
3225 Main Street  
Sweet Home OR 97386

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

## COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A. Who Is An Insured – Unnamed Subsidiaries</b></p> <p><b>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</b></p> | <p><b>C. Incidental Medical Malpractice</b></p> <p><b>D. Blanket Waiver Of Subrogation</b></p> <p><b>E. Contractual Liability – Railroads</b></p> <p><b>F. Damage To Premises Rented To You</b></p> |
|--|---|

### **PROVISIONS**

**A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

**B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**C. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or

- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li><b>A. BROAD FORM NAMED INSURED</b></li><li><b>B. BLANKET ADDITIONAL INSURED</b></li><li><b>C. EMPLOYEE HIRED AUTO</b></li><li><b>D. EMPLOYEES AS INSURED</b></li><li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li><li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li><li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li></ul> | <ul style="list-style-type: none"><li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li><li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li><li><b>J. PERSONAL PROPERTY</b></li><li><b>K. AIRBAGS</b></li><li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li><li><b>M. BLANKET WAIVER OF SUBROGATION</b></li><li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li></ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

- 1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### **E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### **F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
  - b. The airbags are not covered under any warranty; and
  - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**Carrier no:** 20001

**Endorsement no:** WC000313  
(Ed. 430B)

**SAIF policy:** 812128 North Santiam Paving Co

## **Waiver of Our Right to Recover from Others Endorsement**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### **Schedule**

Description: ALL OPERATIONS

Contractor name: Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

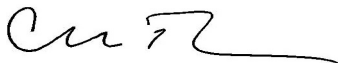
This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

**Effective date:** October 01, 2022

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned September 23, 2022 at Salem, Oregon



WC000313  
(Ed. 430B)

Chip Terhune  
President and Chief Executive Officer

**Exhibit E**

**~~Contractor's Schedule of Rates and Charges~~**  
**Contractors Price Proposal**

*(Insert Sweet Home Downtown EV Charging Station Cost Proposal Rev 1)*



# NORTH SANTIAM PAVING CO.

SITE DEVELOPMENT AND  
ROADWAY CONTRACTORS

41203 Kingston-Lyons Drive SE - PO Box 516 Stayton, OR 97383 - Office: 503.769.3436 – Fax: 503.769.7358 - CCB #53247

April 17, 2023

City of Sweet Home  
Mr. Blair Larsen, Community & Economic Development Director  
3225 Main Street  
Sweet Home, Oregon 97386

Re: Pricing Proposals - Rev. 1  
Project: Sweet Home Downtown Electric Vehicle Charging Station

Dear Mr. Larsen:

Following up from your email on Friday 4/14/23, the City has asked to design the system with the plan on having up to four charging stations in the future. We have redesigned the electrical service from a 200A/480V service to a 400A/480V service with future distribution for up to (3) three additional CPE 250 Fast Acting Chargers. The future distributions would be terminated at the next sequential station location, capped, and left underground with a traffic rated J-box for future build out to intercept and continue. This has been priced by the following scope of work, presented as option "C" below:

### **3. (C) One CPE 250 Charger with Distributions for Three Future Chargers**

- Coordination with Utility Company and associated agencies for new electrical service as outlined in the preliminary site plan
  - Includes plan review with Linn County as required for 400A service
  - Includes permitting and inspections as needed
- Engineering and Management required for prescribed work
- Traffic, Pedestrian, and Erosion control as needed during construction
- Provide and install new 400A/480V service with future distributions for (3) three CPE 250 Fast Acting Chargers by Charge Point, including concrete pad for MDP
  - Four 100A circuit breakers included for one stalled charger and three future chargers
  - Based on Charge Point CPE250 requirements outlined in Exhibit A of RFP
  - See attached service location per site plan schematic
- Provide and install underground conduit from new electrical service to proposed installed charger location and (3) three conduits for future chargers ended in traffic rated J-box at proposed future charger location to be intercepted and continued in the future
- Replacement of all hard surface including sidewalk, curb, and asphalt pavement disturbed during construction



## NORTH SANTIAM PAVING CO.

SITE DEVELOPMENT AND  
ROADWAY CONTRACTORS

41203 Kingston-Lyons Drive SE - PO Box 516 Stayton, OR 97383 - Office: 503.769.3436 – Fax: 503.769.7358 - CCB #53247

- Provide installation of one CPE250 Charger as shown on the attached site plan
  - Per CPE 250 Installation Guidelines
  - Includes concrete "mounting" slab for CPE 250 and bollards
- Provide and install bollards for protection of charging station
- Restripe any stripping disturbed during construction
- Restore landscaping disturbed during construction
- Includes CPE250 Assure-5-year warranty and associated commissioning
- Includes 5-year Cloud Plan Subscription

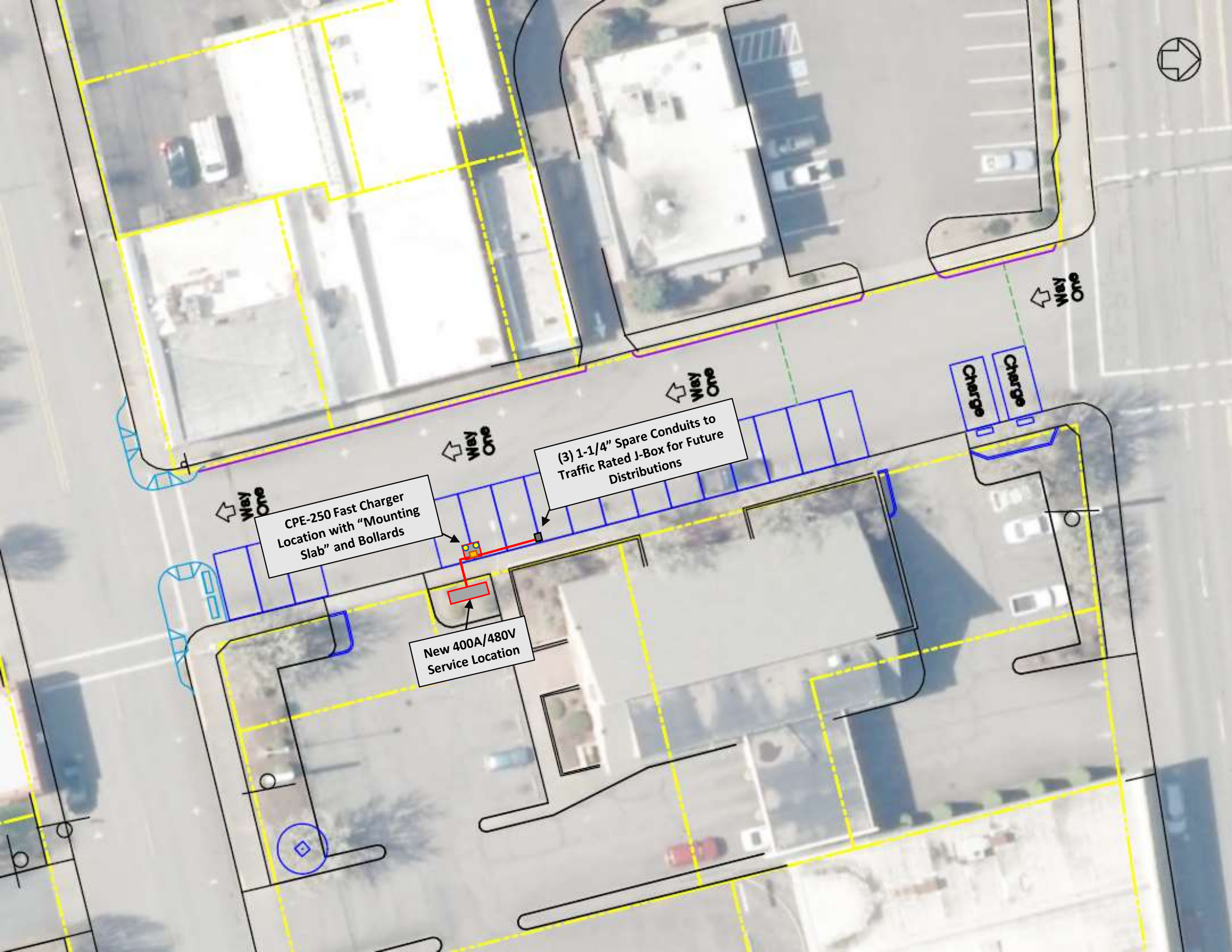
**TOTAL COST: \$194,200**

Please review the above pricing and third option for the City to consider. As with the other pricing, this excludes any utility improvements that will be completed by Pacific Power and the Owner for the new service. Please use this as an additional basis for future discussions with the City of Sweet Home, Jimco Electrical, and North Santiam Paving.

Thank you for your consideration.

Reid Highberger





Way One

Way One

Way One

Way One

CPE-250 Fast Charger  
Location with "Mounting  
Slab" and Bollards

(3) 1-1/4" Spare Conduits to  
Traffic Rated J-Box for Future  
Distributions

New 400A/480V  
Service Location

Charge

Charge

# Express 250

## Specifications and Ordering Information



High Power in a Small Footprint

## Ordering Information

The order codes below represent specific product configurations. Other product options are available. Please contact ChargePoint Sales for information and order codes.

### Hardware

Description		Order Code
Model	Express 250 Station includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable (NA)	CPE250C-625-CCS1-CHD
	Express 250 Station includes 2x Power Modules, 1x CCS2 cable, 1x CHAdeMO cable (EU)	CPE250C-625-CCS2-CHD
Connector Options	Cable connectors available include CCS1, CCS2, and/or CHAdeMO. Cables can be ordered with a single connector or a combination.	Please contact ChargePoint Sales
Buy America	The Express 250 is compliant with the Federal Transportation Authority (FTA) and Federal Highway Administration (FHWA) Buy America Options.	Please contact ChargePoint Sales

### Software & Services

Description		Order Code
ChargePoint Enterprise Cloud Plan <i>Note: Station activation is included in this plan.</i>		CPCLD-ENTERPRISE-DC-n*
ChargePoint Assure® — Prepaid Assure Plan for one Express 250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.		CPE250-ASSURE-n*
ChargePoint Assure® — Assure Plan for one Express 250 and invoiced annually. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.		CPE250-ASSURE-n-COMMIT*

## ChargePoint Express 250 Datasheet

Commissioning Service: includes on-site validation and inspection of electrical, mechanical, installation, wiring and civil parameters for the Express 250 station.	CPE250-COMMISSIONING
Commissioning Service: includes both the installation and commissioning of the Express 250 station.	CPE250-INSTALL-COMMISSIONING

Note: All Express 250 stations require a cloud plan.

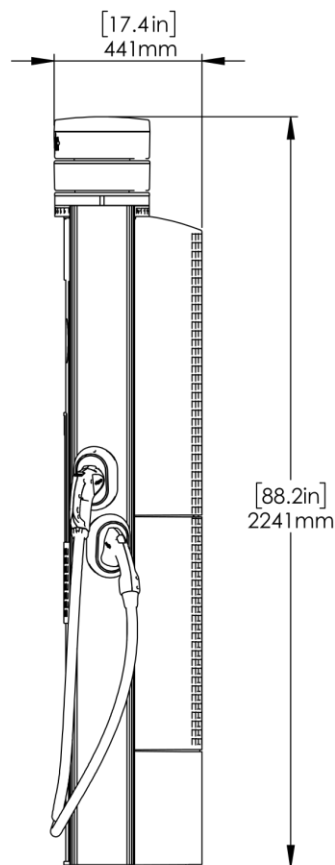
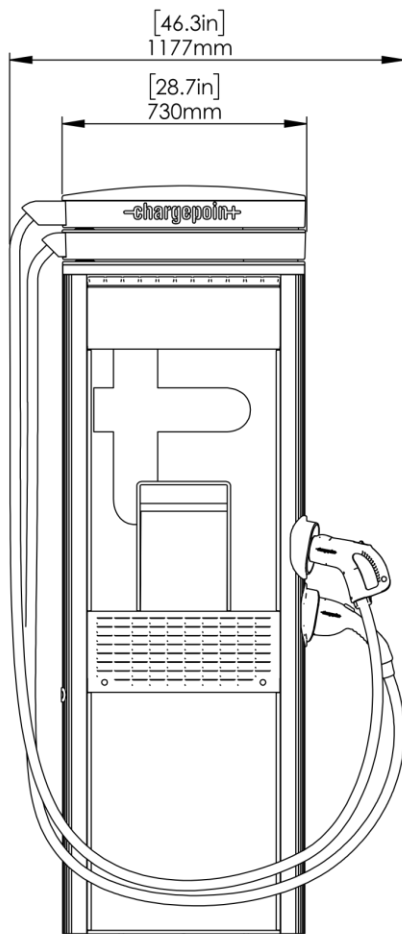
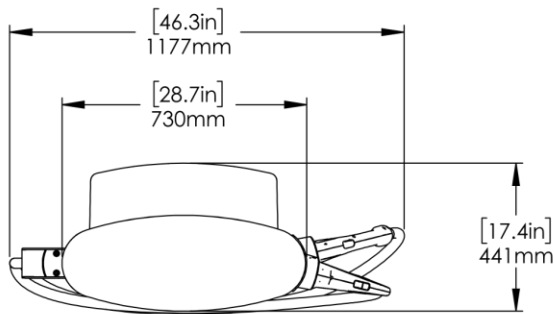
\*Substitute *n* for desired years of service (1, 2, 3, 4 or 5 years).

## Order Code Information

If ordering this...	...the order code is
Express 250 Station includes 2x Power Modules, 1x CCS1 cable, 1x CHAdEMO cable (NA)	CPE250C-625-CCS1-CHD



Architectural Drawings (Dimensions)



## General Specifications

### Station Electrical Input

Input Rating	400V AC, 3-phase, 96A, 50 Hz 480Y/277V AC, 3-phase, 80A, 60 Hz
Wiring	L1, L2, L3, Neutral & Earth

### Station Electrical Output

Max Output Power	62.5 kW
Output Voltage, Charging	200–1,000V DC
Max Output Current	156A
Max Modules per Station	2

### Paired Station Electrical Output

Paired Max Output Power	125 kW
Paired Max Output Current	CCS1: 174A or 200A CCS2: 200A CHAdeMO; US: 140A, EU: 125A

### Power Module

Max Output Power	31.25 kW
Max Output Current	78 A
Power Conversion Efficiency	> 95%
Power Factor	0.99 at full load
Harmonics	iTHD < 5% (Complies with IEEE 519 Requirements)
Power Module Cooling	Liquid Cooling Technology

## Functional Interfaces

Max Connector Types per Station	Up to two different connector types per station
Supported Connector Types	CHAdeMO, CCS1 (SAE J1772™ Combo), CCS2 (IEC 61851-23)
Cable Length with Swing Arm*	Full Horizontal Reach: 4.27m (14')
LCD Display	Full-color 254 mm (10 in) display for driver interaction
Top Display	Full-color 508 mm (20 in) LED display for notifications
Authentication	RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (UR) Tap to Charge (NFC on Apple & Android): 15118-2 (EIM) Remote: Mobile and in vehicle (if supported by vehicle)

\*Horizontal reach to typical vehicle charging port: 3.76 (12'4")

## Connectivity Features

Vehicle Safety Communication	CHAdeMO – JEVs G104 over CAN, CCS1 – SAE J1772 over PLC and CCS2 — IEC 61851-23
Plug-Out Detection	Power terminated per JEVs G104 (CHAdeMO), SAE J2931 (CCS1) and IEC 61851-23 (CCS2)
Local Area Network	2.4 GHz and 5 GHz WiFi (802.11 b/g/n)
Wide Area Network	4G LTE (fall back to 3G GSM)
Supported Communication Protocols	OCPP
Service and Maintenance	Remote system monitoring, diagnostic, and proactive maintenance

## Safety and Operational Ratings

Station Enclosure Rating	Type 3R, IP54
Station Impact Rating	IK10
Safety and Compliance	UL and cUL listed: complies with UL 2202, UL 2231-1, UL 2231-2, CSA 107.1 CE marking: complies with IEC 62196, IEC 61851

## ChargePoint Express 250 Datasheet

Station Surge Protection	Tested to IEC 6100-4-5, Level 5 (6 kV @ 3,000A). In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	U.S.: FCC part 15 Class A; EU: EN55011, EN55022 and IEC61000-4
Storage Temperature	-40°C to 50°C (-40°F to 122°F)
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Operational Altitude	<3,000 m (<9,800 ft)
Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing

### Generic Specifications

Station Enclosure Dimensions	2,241 mm H x 730 mm W x 441 mm D (7'4" x 2'5" x 1'5")
Power Module Dimensions	760 mm H x 430 mm W x 130 mm D (2'6" x 1'5" x 5")
Station Weight (without Power Modules)	250 kg (551 lb)
Power Module Weight	45 kg (98.5 lb)

### Energy Management Features

Dynamic Power Management	Allows a fixed maximum power output per station or lets the system dynamically manage the power distribution per station
Remote Energy Management	Manage output power via the ChargePoint Admin Portal, API, and Open ADR 2.0b VEN

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document



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