

HOMES FOR GOOD HOUSING AGENCY ENVELOPE CONSULTANT AGREEMENT

This Contract is by and between Homes for Good Housing Agency (“Agency”) and _____ (“Consultant”), a [REDACTED] firm, for the performance of Envelope Consultant services for the Agency.

A. RECITALS

Agency has conducted an informal solicitation for quotes from [REDACTED] firms pursuant to Agency Public Contracting Rule 137-047-0260 for Commissioning Services.

Consultant submitted its quote, having examined the Request for Quotes (RFQ), and was chosen the most highly qualified Consultant, best suited to meet Agency’s needs.

Agency has awarded this Related Services Agreement to Consultant.

B. AGREEMENT EXHIBITS

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

Exhibit A – Request for Quotes

Exhibit B – ORS 279B Personal Services Public Contracting Code Requirements

Exhibit C – Consultant’s Quote and Schedule of Rates and Charges

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

C. AGREEMENT

1. Term

The term of this Agreement shall be from [REDACTED], 2023, to project completion, anticipated on or before [REDACTED], 2025, unless extended for additional periods of time upon mutual agreement of both parties. Such extension(s) will consider Consultant’s schedule of charges attached as Exhibit C to this Contract.

2. Scope of Work

Consultant agrees to perform during the term of this Agreement, the following services:

2.1 Generally, Consultant shall provide all materials and services associated with providing envelope consultant services to the Agency as set out in the Request for Quotes (RFQ.)

2.2 Consultant shall not perform, and Agency shall not pay for, services which are outside the work described in this Section 2, without prior written consent of the Agency. Said consent shall identify any maximum, additional amount of compensation owed for such services, based upon the rates set in Exhibit C.

2.3 During the term of this Agreement, Consultant shall be available to receive Agency and Agency representative's questions. Responses to such questions and issues shall be received by Agency or Agency's representative within 24 hours, during business days.

2.4 Upon Agency's request and without additional compensation, Consultant shall make such revisions to completed work product as are necessary to correct errors or omissions appearing therein.

3. Agreement Price

3.1 Compensation. For the services described and performed by Consultant, including reimbursable expenses, the Agency agrees to pay, and the Consultant agrees to accept compensation in the amount set in Section 3.4, below, in accordance with the Schedule of Rates and Charges, attached as Exhibit C.

3.2 Invoices. Invoices for Consultant's services shall be based upon Consultant's fees and hourly rates as set forth in Exhibit C. These amounts shall be billed to the Agency in summary form, detailing the previous month's fees and costs and the percentage of the project completed to date, on or about the day of each month for all services performed through the last day of the prior month. Backup invoices, supporting documentation, and records evidencing the progress made on the project to date shall be provided by Consultant at Agency's request.

3.3 Payments.

- (A) Agency will review Consultant's invoice and within ten (10) days of receipt notify Consultant in writing if there is a disagreement or dispute with the invoice. If there are no such disputes, Agency shall pay the invoice amount in full within thirty (30) days of invoice date.
- (B) If Agency fails to make any payment due to Consultant for services and expenses within thirty (30) days of the date on Consultant's invoice therefore, non-compounding interest will be added to amounts due Consultant, at the rate of one percent (1%) per month from original invoice date. In addition, Consultant may, after giving seven (7) days' written notice to Agency, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.
- (C) Agency shall reimburse Consultant for pre-approved expenses reasonably incurred by Consultant in furtherance of its duties under this Agreement. Such expenses may include mileage, meals, or hotel accommodations. Agency shall not reimburse for any expense, unless Consultant first obtains Agency's prior written authorization before incurring such expense. Consultant will provide appropriate documentation and receipts of such expenditures when submitting them for reimbursement.

3.4 Maximum Amount Payable. The maximum amount payable to Consultant under this Agreement, including reimbursable expenses, is _____ (\$_____).

4. Consultant Is an Independent Contractor

4.1 Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Agreement. While Agency reserves the right to set the schedule and evaluate the quality of Consultant's completed work, Agency cannot and will not control the means and manner of Consultant's performance.

4.2 Consultant is responsible for determining the appropriate means and manner of performing work.

4.3 Consultant is responsible for all federal and state taxes applicable to compensation and payment paid to Consultant under the Agreement and will not have any amounts withheld by Agency to cover Consultant's tax obligations.

4.4 Consultant is not eligible for any Agency 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:

Agency: Name: _____
Address: _____

Phone: _____
Email: _____

Consultant: Name: _____
Address: _____

Phone: _____
Email: _____

6. Indemnification

Consultant shall indemnify, hold harmless, and defend Agency and its representatives, officers, Board members, 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 Consultant's negligent performance and/or fault of Consultant, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent

negligence or other fault of Agency and Consultant, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

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

7. Insurance Requirements

- 7.1 During the term of this Agreement, Consultant shall maintain, at its own expense, the following types of insurance in the following amounts:
- A. Commercial General Liability insurance with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. Coverage shall include contractual liability coverage for the indemnity provided under this Agreement.
 - B. Comprehensive and automobile liability insurance of not less than \$2,000,000.
 - C. Errors and Omissions insurance covering Consultant's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Agreement. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of six (6) years after final completion.
 - D. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.
- 7.2 Except as required in 7.1(C) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Agreement for a duration of two (2) years.
- 7.3 Policies shall provide that Agency, its Board, 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 Agency may carry on its own.
- 7.5 Agency 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 Agreement.
- 7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to Agency and that are qualified to do business in the state of Oregon.

7.7 Consultant shall furnish Agency with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Agreement. If requested by Agency, Consultant shall furnish Agency with executed copies of such policies of insurance. Consultant shall provide Agency with thirty (30) days' notice of cancellation, termination or non-renewal in coverage. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement.

8. Workers' Compensation

8.1 Consultant, its subcontractors, if any, and all employers working under this Agreement 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 Consultant 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. Consultant shall indemnify Agency for any liability incurred by Agency as a result of Consultant's breach of the warranty under this paragraph.

9. Covenants

Consultant agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of Agency.

10. Assignment

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

11. Labor and Material

Consultant 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 Agreement work, all at no cost to Agency other than the compensation provided in this Agreement.

12. Ownership of Work and Documents

All work performed by Consultant and compensated by Agency pursuant to this Agreement shall be the property of Agency upon full compensation for that work performed or document produced to Consultant, and it is agreed by the parties that such

documents are works made for hire. Consultant hereby conveys, transfers and grants to Agency all rights of reproduction and the copyright to all such documents. However, in the event Agency reuses or modifies any materials furnished to Agency by Consultant, without Consultant's involvement or consent, then Consultant shall not be responsible for the materials.

13. Termination for Convenience

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

14. Termination for Cause

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

- 14.1 If Agency funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Agreement 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 Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 14.3 If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

15. Termination for Default

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

If Consultant fails to perform in the manner called for in this Agreement or if Consultant fails to comply with any other provisions of the Agreement, Agency may terminate this Agreement for default. Termination shall be effected by serving a notice of termination

on Consultant setting forth the manner in which Consultant is in default. Consultant shall be paid the contract price only for services performed in accordance with the manner of performance as set forth in this Agreement.

16. Remedies

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

- 16.1 If terminated under Section 15 by Agency due to a breach by Consultant, Agency 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 Agreement, then Consultant shall pay to Agency the amount of the reasonable excess.
- 16.2 In addition to the above remedies for a breach by Consultant, Agency also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If Agency breaches this Agreement, Consultant's remedy shall be limited to termination of the Agreement and receipt of contract payments to which Consultant is entitled.
- 16.4 Agency shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by Agency, Consultant shall immediately cease all activities related to the services and work under this Agreement. As directed by Agency, Consultant shall, upon termination, deliver to Agency all then existing work product that, if the Agreement had been completed, would be required to be delivered to Agency.

17. Nondiscrimination

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

18. Governing Law; Jurisdiction; Venue

This Agreement 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 Agency and Consultant that arises from or relates to this Agreement which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Lane 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 Agency Court for the District of Oregon. CONSULTANT BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. Compliance with Laws and Regulations

Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Agreement. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with: (i) ORS 659A.425; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) Agency's performance under this Agreement is conditioned upon Consultant'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. Consultant, its subconsultants and all employers providing work, labor or materials under this Agreement 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. Consultant shall adhere to all safety standards and regulations established by Agency for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources

By execution of this Agreement, the Consultant agrees that:

- 20.1 Consultant is an experienced owner's representative firm having the skill, legal capacity, and professional ability necessary to perform all the construction management services required under this Agreement to design or administer the work of the scope and complexity of this project.
- 20.2 Consultant has the capabilities and resources necessary to perform the obligations of this Agreement.
- 20.3 Consultant is familiar with all current laws, rules, and regulations which are applicable to the design and construction of the project, and that any drawings, specifications, and other documents prepared by Consultant 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. Standard of Care

The standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professionals performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation, and shall perform such additional work as may be necessary to correct errors, without undue delay and without additional costs.

22. Force Majeure

Neither Party shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure 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. Each Party will make all reasonable efforts in light of the circumstances causing the delay to perform its obligations under this Agreement.

23. Agreement Performance

Consultant shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. From the time Agency calls Consultant to the Project site, Consultant will report to the Project site within () days/hours. Consultant shall not be liable for delays that are beyond Consultant's control. Agreement expiration shall not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any breach of Consultant's warranties or a default or defect in performance by Consultant that has not been cured. Consultant agrees that time is of the essence under this Agreement.

24. Access to Records

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

25. Representations and Warranties

Consultant represents and warrants to Agency that (1) Consultant has the power and authority to enter into and perform this Agreement, (2) when executed and delivered, this Agreement shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (3) Consultant shall, at all times during the term of this Agreement, 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 Agreement 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. Agency Obligations

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

26.2 Agency shall establish and update, if necessary, overall project budgets, including consulting costs.

26.3 Agency shall furnish all testing as required by law or the contract documents.

- 26.4 Agency shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the Agency's needs and interests, after Consultant has performed requisite project management and oversight duties.
- 26.5 Agency shall provide prompt written notice to Consultant if Agency becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Consultant's performance under the Agreement.
- 26.6 Agency shall pay Consultant in accordance with paragraph 3 and Exhibit C of this Agreement, upon receipt of Consultant's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed and progress made upon the project to date, on a pro rata basis.
- 26.7 Agency shall report the total amount of all payments to Consultant, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 26.8 Agency shall guarantee access to, and make all provisions for Consultant to enter upon public and private property necessary for performance of the Scope of Work over which Agency exercises control.

27. Arbitration

All claims, disputes, and other matters in question between the Agency and Consultant arising out of, or relating to this Agreement, 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 Agency's sole discretion, in accordance with the Oregon Uniform 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 Lane County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Agreement must be made in writing and delivered to the Agency Director not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the Agency 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 Agency Director will be considered by the Agency Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the Agency Manager. No demand for arbitration shall be effective until the Agency Board 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 Agency has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the Agency Board's decision being binding upon the Agency and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The Agency, 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 Consultant 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 Agreement, 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 Agency to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Consultant agrees to pay Agency'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; Subcontractors and Assignments

- A. Consultant shall not subcontract, assign, or transfer any of the work scheduled under this Agreement, without the prior written consent of Agency, which may be granted or withheld in Agency's sole discretion. Any subcontract made by Consultant shall incorporate by reference all the terms of this Agreement.
- B. Notwithstanding Agency approval of a subcontractor: 1) Consultant shall not be released from liability under this Agreement and shall remain obligated for full performance hereunder; and 2) Agency shall incur no obligation other than its obligations to the Agreement hereunder.
- C. Consultant agrees that, if subcontractors are employed in the performance of this Agreement, Consultant and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

30. Limitation of Liabilities

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

31. Foreign Contractor

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

32. Confidentiality

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

33. Waivers

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

34. Severability

Any provisions of this Agreement 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.

35. Headings

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

36. Integration

This Agreement, including the attached exhibits referenced, 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 Agreement.

37. Amendments

Changes to the Agreement shall be made only by written Amendment. No change in the work or any extra work shall be performed prior to execution of an Amendment by Agency, signed by the Consultant and Agency authorizing a change in the work and/or an adjustment in the price, deliverable due dates, substantial completion date, or final completion date. The price included on any Amendment shall be inclusive of all estimated costs, both direct and indirect, relating to the change in work. Further, the Amendment shall provide a detailed basis for substantiating any monetary and/or work changes. If monetary changes are made, the Amendment shall contain a maximum not to exceed amount.

38. 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 Agreement.

AGENCY:

CONSULTANT:

HOMES FOR GOOD HOUSING AGENCY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Agency's Request for Quotes

Exhibit B

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR PERSONAL SERVICES

- (1) Consultant 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. ORS 279B.220(1).
- (2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Consultant shall not permit any lien or claim to be filed or prosecuted against the Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Consultant agrees that if Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the Agency 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 Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the Agency is unable to determine the validity of any claim for labor or material furnished, the Agency may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Consultant 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 Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant 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. ORS 279B.230(1).
- (7) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Consultant shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Consultant shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any

one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement. ORS 279B.235.

- (9) The Consultant 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. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of Agency for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.
- (12) Consultant certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Consultant certifies it will continue to comply with all such tax laws during the term of this contract. Consultant's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which Agency may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (13) Consultant certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the Consultant shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

Exhibit C

Consultant's Quote and Schedule of Rates and Charges