

October 10, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Contract between the Housing Authority and Do Good Multnomah
To provide Supportive Services for families living in Clayton Mohr Commons

Purpose/Outcomes	Approval of a contract between Housing Authority and Do Good Multnomah to provide supportive services for families living in Clayton Mohr Commons
Dollar Amount and Fiscal Impact	Not to exceed \$370,000 over three years. Subject to continuing Board of Commissioners' approval
Funding Source(s)	County General Funds through Policy Level Proposal – Affordable Housing & Services Fund
Duration	October 1, 2019 – September 30, 2022
Previous Board Action	none
Strategic Plan Alignment	1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Counsel Review	September 18, 2019
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9474

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into a contract with Do Good Multnomah to provide supportive services to Veterans and their families living in Clayton Mohr Commons.

Clayton Mohr Commons is a Veteran housing project located at 314 Pleasant Avenue in the heart of Oregon City. The property has twenty-four (24) housing units comprised of studios, one and two-bedroom units and an ample community room that will host resident gatherings and allow for the provision of services. Units are being built with environmentally efficient and durable materials. There will be a peaceful landscaped outdoor area lying beneath the canopy of a protected heritage white oak that is a focal point of the site. The buildings will be oriented and wired to be solar-ready. When complete, the project will be a community asset for Clackamas County that will be owned and operated by the Housing Authority of Clackamas County. To ensure that these units are affordable, HACC has dedicated 14 VASH Vouchers and 10 PBV to the project. This ensures that the units will be affordable to families at or below 30% AMI. Residents will be selected from the Coordinated Housing Access (CHA) waiting list and in need of case management to be successfully housed. This new housing provides a needed permanent housing option for veterans residing at the veteran's village as well as an ongoing consistent relationship with Do Good.

Do Good Multnomah will provide a case manager that will work in collaboration with on-site Property Management and HACC staff to ensure services are delivered to residents of Clayton Mohr Commons.

The scope of work for the case manager will fall under the following categories:

- Housing Stability/Eviction Prevention
- Economic Stability and Self-Reliance
- Promoting quality of life
- Vulnerable residents will be connected to support services
- Advocacy for residents to navigate systems
- Advancing Young people
- Community Building
- Tracking Interventions and outcomes

The funding source is County General Fund through the Affordable Housing & Services Fund Policy Level Proposal. Regular reports will be provided to the Board of County Commissioners and the Housing Authority Board to demonstrate the outcomes resulting from this investment in the areas outlined above.

RECOMMENDATION:

Staff recommends the Board approve the contract with Do Good Multnomah for supportive services at Clayton Mohr Commons and authorize Richard Swift, H3S Director, to sign on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,


ADAM BROWN FM

Richard Swift, Director
Health, Housing and Human Services

**AGENCY SERVICES AGREEMENT
BETWEEN
HOUSING AUTHORITY OF CLACKAMAS COUNTY AND
DO GOOD MULTNOMAH**

1. PURPOSE

This Agency Services Agreement (“Agreement”) is entered into between Housing Authority of Clackamas County (“HACC”) and Do Good Multnomah (“Do Good”). This agreement is for three years, effective October 1, 2019.

This Agreement provides the basis for a cooperative working relationship for supportive services for households living in Clayton Mohr Commons, real property located at 399 Caufield Street, Oregon City, OR 97045. The work to be accomplished by Do Good is set forth in the Scope of Work, attached hereto as Exhibit A and incorporated by this reference herein.

2. SCOPE OF COOPERATION

A. Do Good agrees to:

1. Perform the Work described in Exhibit A of this Agreement (“Supportive Services”);
2. Provide on-site full time Supportive Services staff to residents of Clayton Mohr Commons;
3. Work in partnership with the on-site Property Management Company
4. Submit monthly invoices to HACC for payment of services delivered.

B. HACC agrees to:

1. Pay invoices due to Do Good within 30 days of receipt;
2. Assist HACC’s on-site property manager (“Property Manager”) with measuring and monitoring outcomes of Supportive Services interventions or care plans.

C. Agency Contacts:

On-site Property Manager	TBD	TBD
HACC Section 8 Manager	Toni Karter	tonikar@clackamas.us
HACC Asset Manager	Richard Malloy	rmalloy@clackamas.us
HACC Contract & Oversight	Elizabeth Miller	<u>emiller@clackamas.us</u>
Do Good on-site Service provider		
Do Good Contracts & Oversight		

3. TERMS OF AGREEMENT

A. This Agreement is effective October 1, 2019.

B. The term of this Agreement is three (3) years, expiring September 30, 2022.

C. Termination:

1. Either party may terminate this Agreement for convenience at any time upon forty-five (45) days written notice to the other party.
2. Either Do Good or HACC may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the party seeking the termination shall give the other party written notice of the breach and of the party’s intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

3. Neither Do Good nor HACC shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
4. Each party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow that party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the services to be performed under this Agreement are prohibited or either party is prohibited from paying for such services from the planned funding source.
5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

4. BUDGET AND FINANCIAL

- A. Compensation. HACC agrees to pay Do Good, from available and authorized funds, a sum not to exceed three hundred seventy thousand dollars (\$370,000.00) for accomplishing the work required by this Agreement. This budget may be amended upon mutual written agreement by the parties. Payments shall be made pursuant to the following budget:

<u>Year 1: 10/1/2019 – 9/30/2020</u>	<u>Year 2: 10/1/2020 – 9/30/2021</u>	<u>Year 3: 10/1/2021 – 9/30/2022</u>
Salary \$101,000.00	Salary \$103,000.00	Salary \$103,000.00
Benefits & Taxes \$19,000.00	Benefits & Taxes \$22,000.00	Benefits & Taxes \$22,000.00
TOTAL \$120,000.00	TOTAL \$125,000.00	TOTAL \$125,000.00

- B. Method of Payment. DO GOOD will invoice HACC on a monthly basis with payment due within 30 days of receipt of an invoice. No interest or late fees may be charged for late or missed payments, and Do Good's sole remedy for HACC's failure to pay is termination of this Agreement.
- Invoices shall be submitted to Elizabeth Miller – emiller@clackamas.us
- C. Withholding of Contract Payments. Notwithstanding any other provision of the agreement, should Do Good fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, HACC shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until Do Good submits required reports, performs required services, or establishes to HACC's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of Do Good. Reports shall be due quarterly.
- D. Record and Fiscal Control Systems. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of six (6) years after receipt of final payment under this Agreement and all other pending matters are closed.
- E. Access to Records. County, the State of Oregon and the Federal Government and their duly authorized representatives shall have access to the books, documents, papers, and records of examination, excerpts, and transcripts.
- F. Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the HACC in its sole administrative discretion.

5. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations and Special Federal Requirements. Do Good shall comply with all Federal, State, local laws, rules, and regulations applicable to Supportive Services, including, but not limited to, all applicable Federal and State civil rights and rehabilitation

statutes, rules and regulations, and as listed. Any violation shall entitle HACC to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

1. Termination of this Agreement, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Do Good, in an amount equal to HACC's setoff right, without penalty; and
3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. HACC shall be entitled to recover any and all damages suffered as the result of Do Good's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance, except for attorney's fees.

These remedies are cumulative to the extent the remedies are not inconsistent, and HACC may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

D. Subcontracts. Do Good shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from HACC.

F. Tax Laws. Do Good represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

1. All tax laws of this state, including but not limited to ORS 305.620 & ORS ch. 316, 317, & 318;
2. Any tax provisions imposed by a political subdivision of this state that applied to Do Good, to Do Good's property, operations, receipts, or income, or to Do Good's performance of or compensation for any work performed by Do Good;
3. Any tax provisions imposed by a political subdivision of this state that applied to Do Good, or to goods, services, or property, whether tangible or intangible, provided by Do Good; and
4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

G. Background Checks. Criminal background checks are required for direct service staff funded through this agreement.

H. Mandatory Reporting. Mandatory reporting is required for direct services staff funded through this Agreement. There is several annual trainings required: security training, fair housing, and reasonable accommodation.

6. GENERAL CONDITIONS

A. Monitoring and Measurement. HACC and Do Good will develop benchmarks or metrics for monitoring the Supportive Services' impact on outcomes listed in Exhibit A of this Agreement.

B. Indemnification. Do Good shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Do Good, its subcontractors, agents, or employees. Do Good agrees to indemnify, hold harmless and defend HACC, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Do Good or the Do Good's employees, subcontractors, or agents.

However, neither Do Good nor any attorney engaged by Do Good shall defend the claim in the name of HACC, nor purport to act as legal representative of HACC, without first receiving from the Clackamas

County Counsel's Office authority to act as legal counsel for HACC, nor shall Do Good settle any claim on behalf of HACC without the approval of the Clackamas County Counsel's Office. HACC may, at its election and expense, assume its own defense and settlement.

- C. Amendments. This Agreement may be amended at any time upon written agreement between HACC and Do Good. Amendments become a part of this Agreement only after any written amendment has been signed by the proper signatories for each department.
- D. Insurance Requirements. Do Good agrees to furnish HACC with evidence of commercial general liability insurance and professional liability coverage each with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of HACC, and its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. HACC will be named as an additional insured on all insurance policies required under this Agreement.
- E. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between HACC and Do Good that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas 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. In no event shall this section be construed as a waiver by HACC of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Do Good, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- F. Compliance with Applicable Law. Both parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- G. Non-Exclusive Rights and Remedies. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other party.
- H. Access to Records. Do Good shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Do Good shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Do Good shall permit the HACC's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- I. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- J. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be

stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

- K. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- L. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- M. **Independent Contractor.** Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.
- N. **No Third-Party Beneficiary.** Do Good and HACC are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- O. **Subcontract and Assignment.** Do Good shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from HACC, which shall be granted or denied in the HACC's sole discretion. HACC's consent to any subcontract shall not relieve DO Good of any of its duties or obligations under this Agreement.
- P. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- Q. **Survival.** All provisions in sections 6 (B), (E), (G), (I), (K), (L), (M), (N), and (V), and all other rights and obligations which by their context are intended to survive, shall survive the termination of this Agreement.
- R. **PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Do Good shall:
- a. Make payments promptly, as due, to all persons supplying to Do Good labor or materials for the prosecution of the work provided for in the Agreement.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Do Good or subcontractor incurred in the performance of the Agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against HACC on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. If Do Good fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Do Good or a subcontractor by any person in connection with the Agreement as such claim becomes due, the proper officer representing HACC may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Do Good by reason of the Agreement.

- f. As applicable, the Do Good shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. Do Good shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Agreement, and failure to comply is a breach entitling HACC to terminate this Agreement for cause.
 - g. If the Work involves lawn and landscape maintenance, Do Good shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- S. Necessary Acts. Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- T. Time is of the Essence. Do Good agrees that time is of the essence in the performance this Agreement.
- U. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- V. Force Majeure. Neither Do Good nor HACC shall be held responsible for delay or default caused by events outside of the Do Good or HACC's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Do Good shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- W. Confidentiality. Do Good acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Do Good or its employees or agents in the performance of this Agreement shall be deemed confidential information of HACC ("Confidential Information"). Do Good agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Do Good uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement

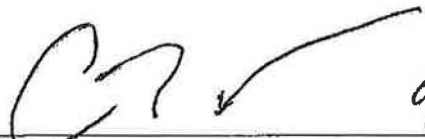
The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

DO GOOD MULTNOMAH

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY**

Commissioner Jim Bernard, Chair
 Commissioner Sonya Fischer
 Commissioner Ken Humberston
 Commissioner Paul Savas
 Commissioner Martha Schrader
 Resident Commissioner Paul Reynolds

Signing on Behalf of the Board



 Chris Aiosa Date 9-23-19
 Executive Director

Richard Swift, Director Date
 Health, Housing and Human Services
 Department

October 10, 2019

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Approval to execute a contract between the Housing Authority and Portland Real Estate Solutions, LLC dba Portland Construction Solutions for the modernization of a public housing unit

Purpose/Outcomes	Approval to execute a contract with Portland Construction Solutions to modernize a single dwelling unit to bring back up to public housing standards
Dollar Amount and Fiscal Impact	Not to Exceed \$132,503.21
Funding Source	HUD Federal Capital Grant Funds No County General Funds are involved
Duration	October 14, 2019 through January 14, 2020
Previous Board Action	N/A
Strategic Plan Alignment	1. Sustainable and Affordable housing 2. Ensure safe, healthy and secure communities
Counsel Review	July 1, 2019
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract No.	9479

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute a contract with Portland Real Estate Solutions, LLC, dba Portland Construction Solutions, to modernize a single dwelling unit.

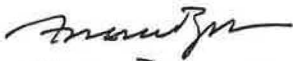
HACC performs annual preventative maintenance inspections on its public housing units. During these inspections, it was noted that this unit was going to be vacated and is in need of modernization work to bring it back to required Public Housing standards. By bringing the building back to housing standards, it will allow HACC to house a low income family in a safe and well maintained home with an affordable rent.

Portland Construction Solutions was selected through a competitive Invitation for Bids process. The scope of work includes removing and replacing the roof, siding, windows, flooring, cabinets, HVAC system, electrical and plumbing fixtures, painting, interior/exterior doors, new driveway and perimeter fencing.

RECOMMENDATION:

Staff recommends the approval of the contract with Portland Construction Solutions. Staff further recommends authorizing Richard Swift, H3S Director to sign all contractual documents on behalf of the Housing Authority Board.

Respectfully submitted,



Richard Swift, Director

Health, Housing & Human Services

FORM OF CONTRACT
PROJECT #19011
Contract #c019-19

THIS AGREEMENT made this 25 day of September in the year 2019 by and between **PORTLAND REAL ESTATE SOLUTIONS, LLC dba PORTLAND CONSTRUCTION SOLUTIONS (Contractor)**, a business entity authorized to do business in the State of Oregon, hereinafter called the "Contractor," and **the Housing Authority of Clackamas County** hereinafter call the "PHA."

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for **MODERNIZATION OF 9680 SE 74TH**, a prevailing wage project, **#19011**, in strict accordance with the Scope of Work referred to herein, which said Scope of Work and any Addenda are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, a sum not to exceed one hundred thirty two thousand five hundred three dollars and twenty one cents. **(\$132,503.21)**.

ARTICLE 3. Contract Dates. The following critical dates are hereby set for the MODERNIZATION OF 9680 74TH. Time is of the essence.

- A. START DATE: October 14, 2019**
- B. SUBSTANTIAL COMPLETION DATE: N/A**
- C. FINAL COMPLETION DATE: January 14, 2020**

ARTICLE 4. Contract Documents. The Contract shall consist of the following component parts:

- a. This Agreement
- b. Bid Documents
- c. HUD General Conditions
- d. Addendum(s), if any
- e. Special Conditions
- f. Scope of Work

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 5. Indemnity. The Contractor agrees to indemnify, save harmless and defend the PHA, its officers, elected officials, employees and agents from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees. This provision shall survive termination or expiration of this Contract.

ARTICLE 6. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279C.100, the employee shall be paid at least time and a half pay for (1) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday or (2) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and all work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Contractor shall comply with the prohibition set forth in ORS 652.220, compliance of which is a material element of the Contract and a failure to comply is a breach entitling PHA to terminate the Contract for cause.

ARTICLE 7. Under the provisions of ORS 279C.515, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the PHA may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 8. The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520.

ARTICLE 9. The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work.

ARTICLE 10. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

ARTICLE 11. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(b).

ARTICLE 12. The Contractor agrees to have a performance bond and payment bond in place before starting any work on the project per ORS 279C.380. The Contractor agrees to have filed a public works bond with the Construction Contractors Board before starting any work on the project.

ARTICLE 13. The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830.

ARTICLE 14. Contractor certifies that both it and any of its subcontractors are (1) Registered to conduct business in the state of Oregon; (2) are actively licensed with the Oregon Construction Contractors Board; (3) are bonded and insured in amounts that meet or exceed the county's minimal requirements.

ARTICLE 15. CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

ARTICLE 16. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

ARTICLE 17. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

ARTICLE 18. Tax Laws.

18.1 The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

18.2 Contractor represents and warrants that, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty in this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle PHA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- a. Termination of this agreement, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to PHA's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of PHA's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and PHA may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

ARTICLE 19. Additional Terms

- (1) **Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- (2) **Integration.** The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (3) **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- (4) **Debt Limitation.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- (5) **No attorney fees.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.
- (6) **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- (7) **No Third Party Beneficiaries.** PHA and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- (8) **Waiver.** The failure of PHA to enforce any provision of this Contract shall not constitute a waiver by PHA of that or any other provision.
- (9) **Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced therein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. Contractor, by the signature hereto of its authorized representative, is an independent contractor, acknowledges having read and understood this contract, and contractor agrees to be bound by its terms and conditions.

MODERNIZATION OF 9680 74TH - PROJECT #19011
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three original counterparts as of the day and year first above written.

Portland Construction Solutions

(Contractor)

 9-25-19
(Authorized Representative's Signature / Date)

Brian Glass, Owner

(Authorized Representative's Name / Title - Print or Type)

80-0380621

(Federal I.D. Number)

14915 SW 72nd Avenue, Portland, OR 97224

(Business Address - Street, City, State, Zip)


174542

(State of Oregon CCB License Number)

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board


Richard Swift, Director
Health, Housing & Human Services Department

CERTIFICATION

I Brian Glass
certify that I am the Owner
at the corporation named as Contractor herein, that Brian Glass
who signed this Contract on behalf of the Contractor, was then Owner
of said corporation; that said Contract was duly signed for and in behalf of said corporation by
authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

 9-25-19
(Authorized Representative's Signature / Date)

Brian Glass, Owner

(Authorized Representative's Name / Title - Print or Type)

(Print or type the names underneath all signatures)