 Contract #:

**WEATHERIZATION CONTRACT FOR GENERAL WEATHERIZATION SERVICES FOR HOUSEHOLDS LOCATED IN DOUGLAS AND JOSEPHINE COUNTIES, OREGON**

1. **PARTIES**

This contract is entered into between United Community Action Network (UCAN) and **Name of Contractor** (hereinafter “Contractor”).

1. **CONTRACT TERM**

This contract has a term from the effective date until October 31, 2023.

1. **EFFECTIVE DATE**

This contract shall become effective on the date it is signed by a representative of UCAN.

**D. WEATHERIZATION WORK**

The Contractor agrees to provide the following services, as requested, for individual projects:

1. Insulating attics, walls, sub-floor areas, heating ducts and water pipes.
2. Air-sealing building shells.
3. Sealing air handling systems (supply and return ducts and boots).
4. Installing windows and doors.
5. Installing bathroom and kitchen fans.
6. Installing ventilation systems or dehumidifiers.
7. Making minor repairs to protect the weatherization measures installed.
8. Electrical/plumbing work (if the Contractor employs electricians/plumbers).
9. Any other activity requested by UCAN.

**E. STATEMENTS OF WORK**

All contractor services to be provided hereunder will be referred to as the Work. The parties will use this contract in conjunction with separate Statements of Work (SOW). Each SOW shall reference this contract. To become effective, both Parties shall sign each SOW. Contractor shall only be authorized to perform the Work described in any SOW.

**G. PERMISSION TO PROCEED/NOTIFICATION THAT WORK HAS BEGUN**

Once UCAN e-mails or phones the Contractor confirming receipt of the signed SOW, the Contractor has permission to proceed with the Work. The Contractor shall notify UCAN when they begin the Work on any project.

**H. CHANGES**

If the Contractor encounters different circumstances after beginning the Work from those existing prior to the Work that require a change in the SOW, Contractor may request that the SOW be amended. Contractor shall not perform Work in a different manner than described in the SOW unless and until UCAN approves the request, and UCAN and Contractor sign the amended SOW. Any Work Contractor performs under the amendment is subject to the same inspection and payment provisions applicable to the rest of the Work.

**I. WORKING WITH HOUSEHOLD MEMBERS**

The Contractor shall maintain positive relationships with household members served through UCAN’s Weatherization Program at all times. In doing so, the Contractor shall:

1. Ensure that the Contractor’s employees and subcontractors treat each household member with dignity and respect.
2. Have Contractor’s employees and subcontractors show identification to prove that they are working for the Contractor upon request of any household member.
3. Ensure household members are knowledgeable about the work that will be or has been done to their home.
4. Communicate with household members regarding construction strategy and work schedule.
5. Maintain a work environment that minimizes inconvenience to household members.
6. Provide insulation certificates and product warranties and documentation to household members.

**J. WORKING WITH OTHER CONTRACTORS**

When working with other contractors, the Contractor shall allow for the introduction and storage of materials, supplies and equipment of other contractors on site, shall coordinate work schedules with other contractors, and shall notify UCAN of any other contractor’s work that affects the Contractor’s ability to perform work.

**K. STANDARD OF WORK**

All Work performed by the Contractor shall be completed in a timely, workmanlike manner acceptable to UCAN.

**L. STATUTORY AND CODE REQUIREMENTS**

All work performed by the Contractor shall be in full compliance with federal, state and local law, as well as the current Oregon Uniform Building Code and all applicable Specialty Codes, as

well as the current Oregon Weatherization Assistance Program: Site Built and Manufactured Home Field Guide and Standards, which can be accessed at the following link: <https://www.oregon.gov/ohcs/pdfs/OR%20WAP%20Field%20Guide%20Updated%20SWS.2018_04.17.18.pdf>. The Contractor’s Work shall also be in full compliance with any local building regulations.

**M. MATERIALS, SUPPLIES AND REQUIRED ASPECTS FOR WORK**

The Contractor shall furnish all materials, supplies, tools, equipment, labor and other services necessary to perform its Work.

**N. PERMITS**

The Contractor shall obtain and pay for all necessary permits required for its Work. The Contractor shall provide copies of permits to UCAN upon request.

**O. USE OF PREMISES**

The Contractor shall confine their equipment, materials, supplies, work operations and debris resulting from the Work to those portions of the work site as requested by UCAN and the household, and as allowed by law, ordinances, and permits. The Contractor shall not unreasonably burden the premises with materials, supplies or construction debris.

**P. DEBRIS REMOVAL**

The Contractor is responsible for removing all construction debris generated as a result of the Work. The Contractor shall dispose of debris consistent with law, ordinance, rule, regulation, permit and direction of UCAN.

**Q. PRECAUTIONS**

1. Lead

The Contractor shall ensure that all Work performed under this contract where lead-based paint exists or is likely to exist (including any home constructed pre-1978) is done in accordance with all applicable federal, state and local laws, rules, regulations and guidelines pertaining to lead safe work practices. In this case, the Contractor shall have at least one crew member with lead-based certificate working on such project. The Contractor shall maintain a current lead-based paint renovation license from the Oregon CCB. The Contractor shall take every precaution to prevent lead contamination of the work site or adjacent area. If the Contractor or their employees become aware of lead contamination, they shall cease all Work and notify UCAN immediately. The Contractor shall be responsible for cleaning lead contaminants that they or a specialty contractor encounter at the site in accordance with federal, state and local law, rule, regulation and guideline. The Contractor shall be responsible for the cost of cleaning the site if they cause the release of any lead contaminants, and shall pay all fines and work requirements resulting from non-compliance with federal, state and local laws, rules, regulations and guidelines regarding lead based paint.

1. Asbestos

The Contractor shall ensure that all Work performed under this contract where asbestos exists or is likely to exist is done in accordance with all applicable federal, state and local laws, rules, regulations and guidelines pertaining to working with asbestos. If the Contractor encounters or suspects asbestos containing materials in the course of work, the Contractor shall cease all Work and notify UCAN immediately. The Contractor shall take every precaution possible to prevent the spread of asbestos particles on the work site. The Contractor shall be responsible for cleaning asbestos particles that they or a specialty contractor encounter at the site in accordance with federal, state and local law, rule, regulation and guideline. The Contractor shall be responsible for the cost of cleaning the site if they cause the release of any asbestos particles, and shall pay all fines and work requirements resulting from non-compliance with federal, state and local laws, rules, regulations and guidelines regarding asbestos.

1. Mold

If the Contractor encounters or suspects mold issues in the course of Work beyond that identified by UCAN staff, the Contractor shall cease all Work and notify UCAN immediately. The Contractor shall take every precaution possible to prevent the introduction and spread of mold at the work site or adjacent areas. The Contractor shall be responsible for cleaning mold that they or a specialty contractor encounter at the site in accordance with Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards. The Contractor shall be responsible for the cost of cleaning the site for any mold they cause to be introduced or worsen at the work site.

1. Knob/Tube Wiring

The Contractor shall take every precaution possible to prevent the disturbance of knob and tube wiring. If the Contractor disturbs knob and tube wiring or comes across disturbed knob and tube wiring not identified previously by UCAN staff, they shall cease all Work and contact UCAN immediately. The Contractor shall address all knob and tube wiring disturbed by the Contractor or a specialty contractor in accordance with Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards so that Work can continue at the site. If Contractor is unable to do so, Contractor shall notify UCAN of that fact, and UCAN shall determine whether they Work must be terminated. The Contractor shall incur the cost for correcting any knob and tube wiring they disturb.

**R. SAFETY DATA SHEETS**

The Contractor shall maintain Safety Data Sheets (SDSs) for all products used in the performance of Work as required by any regulation. The Contractor shall provide copies of SDSs to UCAN upon request.

**S. WARRANTIES**

The Contractor shall warrant that Work performed shall be free from defects in workmanship or materials for a period of one year from the date of final inspection approving the work. Such warranty does not apply to those items that become deficient after the work is completed due to damage to the Work caused by other persons or improper maintenance on the part of occupants of the property. The Contractor warrants that, unless otherwise specified, all materials shall be new and of good quality. The Contractor agrees to provide proof, if requested, that materials are new and of good quality.

**T. INSPECTIONS**

UCAN may, without notice, inspect the Contractor’s Work at any time, to determine if Work is proceeding in a timely manner and in accordance with the associated SOW. UCAN may require the Contractor to be present at the inspection.

**U. CEASE WORK**

UCAN shall have the authority to request that the Contractor cease work whenever deemed necessary.

**V. PAYMENT**

1. The Contractor shall submit an invoice for the Work after UCAN has inspected and approved it. UCAN shall review the invoice, and, unless UCAN has any issue with the invoice, shall make payment to the Contractor no later than 30 days after receipt of the Contractor’s invoice.
2. UCAN may make progress payments prior to final completion of the Work and inspection. Contractor must request such payments and provide a reason such payments are needed. If UCAN approves the request, UCAN shall make payment to the Contractor no later than 30 days after receipt of an approved invoice.

**W. MONITORING BY OHCS**

The Contractor shall allow OHCS to inspect Contractor’s records and perform other monitoring activities. When requested by UCAN, Contractor shall allow OHCS to:

1. Review and copy Contractor files, records and other information related to performance,
2. Arrange for and perform audits of records,
3. Conduct or arrange for on-site and field visits and inspections,
4. Enforce compliance.

The Contractor shall cooperate fully with OHCS regarding monitoring activities.

**X. RECORDS MAINTENANCE**

Contractor shall prepare such records as are necessary for the performance of and compliance with the terms of this contract, and maintain such records for a period of no less than six years after the termination of this contract. Records include, but are not limited to, those pertinent to expenditures incurred under this contract. If there is litigation, claims, audits, negotiations or other action that involves any of the records cited, such records shall be retained until final completion of such matters.

**Y. LICENSING/REGISTRATION**

Contractor shall maintain all licensing, certifications and registration necessary to perform the Work associated with this contract. The Contractor shall report any changes, suspensions, revocations, or modifications to Contractor’s CCB, lead-based renovation license, business registration with the State or local municipality within 24 hours of such changes. If such changes result in the Contractor no longer being licensed or registered to perform Work, the Contractor shall immediately cease Work. UCAN may, based on these changed circumstances, suspend or terminate Contractor from its list of qualified contractors.

**Z. LEAD-BASED CERTIFICATION**

The Contractor shall provide evidence of Lead-Based Paint Renovator Certification for at least one crew member for any project in which UCAN suspects the presence of lead-based paint. If the Lead-Based Paint Renovator Certification terminates during this contract’s term, or if the crew member no longer works for the Contractor, the Contractor shall notify UCAN within 24 hours of such change.

**AA. INSURANCE**

* 1. Contractor shall obtain at its expense the insurance specified below prior to performing Work under this contract, and shall maintain it in full force and at its own expense throughout the duration of this contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities acceptable to UCAN and authorized to transact the business of insurance and issue coverage in Oregon. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.
     1. Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to UCAN. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence. Annual aggregate limit may not be less than $3,000,000.
     2. Automobile liability insurance covering Contractor’s business use in a form and with coverage that are satisfactory to UCAN. This insurance shall include coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.
     3. Contractor shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident.
  2. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
  3. All liability insurance, except for workers' compensation, required under this contract shall include an additional insured endorsement specifying UCAN, 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.
  4. Contractor waives rights of subrogation which Contractor or any insurer of Contractor may acquire against UCAN by virtue of the payment of any loss. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not UCAN has received a waiver of subrogation endorsement from Contractor or Contractor's insurer(s).
  5. If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this contract, for a minimum of 24 months following termination of the contract.
  6. Contractor shall provide to UCAN Certificate(s) of Insurance for all required insurance before performing any activities required under this contract. The Certificate(s) shall list UCAN, its officers, employees and agents as Certificate holders and as endorsed Additional Insureds. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificates of Insurance shall include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, UCAN has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this contract.
  7. Contractor or its insurer shall provide at least 30 days' written notice to UCAN before cancellation of, material change to, potential exhaustion of aggregate limits of, or non­renewal of the required insurance coverage(s).
  8. Contractor agrees to periodic review of insurance requirements by UCAN under this

contract.

* 1. All insurance providers are subject to UCAN acceptance.

**BB. NON-DISCRIMINATION**

The Contractor shall not violate any federal or state law that prohibits discrimination. Without limitation to the above statement, the Contractor shall comply with the following laws, regulations and executive orders to the extent they are applicable to this contract:

1. Title VI, VII, and VIII of the Civil Rights Act of 1964, as amended,
2. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended,
3. The Americans with Disabilities Act of 1990, as amended,
4. Executive Order 11246, as amended,
5. The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended,
6. The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended,
7. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
8. 42 U.S.C §2000d,
9. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex,
10. 20 U.S.C. §1681,
11. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse,
12. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism,
13. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records,
14. The requirements of any other nondiscrimination statute(s) which may apply to this contract,
15. All regulations and administrative rules established pursuant to the foregoing laws,
16. All other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations.

**CC. COMPLIANCE WITH LAWS**

The Contractor shall perform its work and comply with all applicable federal, state and local laws as well as with any standards established in the Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards. Contractor is solely responsible for covering the costs of any Work performed in violation of any laws and standards and any fines or other monetary penalties associated with such violations. Without limiting this provision, Contractor agrees to comply with those portions of federal law listed in Exhibit A which is attached to this contract and incorporated herein, but only to the extent applicable.

**DD. AMENDMENTS**

UCAN and the Contractor may only amend this contract through a written amendment signed by both Parties.

**EE. DEFAULT BY CONTRACTOR**

Contractor shall be in default of this contract if any of the following occurs:

1. The Contractor is in default of any provision of this contract or of any SOW and is unable to cure the default within the number of days specified in the notice;
2. The Work is defective or damaged and Contractor is unable to cure the default within 14 days of notice;
3. Written claims or liens are made against UCAN, the Household or the Household’s property in connection with the Work;
4. A claim is filed, or UCAN has reasonable evidence indicating that a claim will likely be filed against the Contractor for the Work the Contractor has performed;
5. The Contractor fails to make proper payments to employees or suppliers for labor or materials used to support the project;
6. Contractor 1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, 2) admits in writing its inability, or is generally unable to pay its debts as they become due, 3) makes a general assignment for the benefit of its creditors, 4) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), 5) is adjudicated as bankrupt or insolvent, or 6) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
7. Contractor, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with a federal department or agency;
8. The Contractor in any other manner fails to abide by the terms of this contract.

**FF. DEFAULT BY UCAN**

UCAN shall be in default of this contract if the following occurs:

1. UCAN fails to provide timely payment and is unable to cure the default within 30 days of notice;
2. UCAN directs Contractor to take any action that is contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements.

**GG. REMEDIES**

1. UCAN Remedies. In the event that Contractor is in default, UCAN may, at its option, pursue any or all of the remedies available to it under this contract and at law and equity, including, but not limited to: 1) termination of this contract, 2) reducing or withholding payment; 3) requiring Contractor to complete, at Contractor’s own expense, additional activities to satisfy its obligations or meet performance standards under this contract, or 4) initiation of an action or proceeding for damages, specific performance or injunctive relief.
2. Contractor Remedies. In the event UCAN is in default of this contract, Contractor is limited to the following remedies: 1) termination of the contract, 2) reimbursement of expenses for Work completed and accepted by UCAN, less any claims UCAN may have against Contractor. In no event will UCAN be liable to Contractor for any expenses related to termination of this contract or anticipated profits.
3. Remedies provided under this agreement or otherwise shall survive termination of this agreement.

**HH. TERMINATION**

1. Mutual. The Parties to this contract may mutually terminate it at any time, but may only do so with written termination signed by both Parties.
2. By UCAN.
   * 1. Immediate. UCAN may immediately terminate this contract in whole or in part upon written notice to the Contractor if:
        1. Contractor is in default of this contract.
        2. Funding from any other source normally paid to UCAN to support the Contractor’s work is denied, suspended, reduced or eliminated by said source;
        3. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that UCAN is prohibited from paying for or lacks authority to pay for any Work under this contract or to pay for any such Work from the planned funding source(s).
     2. With 30 days’ written notice UCAN may, at its discretion, terminate this contract in whole or in part upon 30 days’ written notice to the Contractor for any reason.
3. By Contractor. Contractor may, upon 30 days’ written notice, terminate this contract in whole or in part, if UCAN is in default and is unable to address the default within any time frame provided for in the notice.
4. Either party. UCAN or Contractor may terminate this contract in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a competent court (in a final determination) in such a way that one or both parties no longer has the authority to meet its obligations under this contract in whole or such part.
5. Notwithstanding any termination thereunder, the Contractor shall not be relieved of its liability to UCAN for damages sustained by virtue of its breach of this contract.
6. In the event of termination of this contract by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Contractor under this contract shall be delivered to UCAN within seven (7) days of the date of termination or upon such date as requested by UCAN.
7. Termination of this contract shall not impair or invalidate any remedy available to UCAN hereunder, at law, or otherwise.

**II. SUSPENSION/REMOVAL**

1. If any event occurs after the effective date of this contract that brings the Contractor’s qualification to perform Weatherization work into question, the Contractor shall immediately cease Work on any on-going projects. Such events include, but are not limited to:
   * 1. disbarment or suspension of Contractor from performing federal transactions,
     2. conviction of Contractor or filing of a civil judgment against Contractor for fraud or criminal offense involving a public transaction/contract,
     3. conviction of Contractor for embezzlement, theft, forgery, bribery, falsification/destruction of records, making false statements or receiving stolen property,
     4. termination of Contractor from a public transaction,
     5. criminal conviction of a crew member who is currently involved in work on a project for murder, assault in the first degree, kidnapping, arson, robbery in the first degree, or theft by extortion,
     6. evidence that an employee or board member of UCAN, or an immediate family member of either, will obtain a financial benefit through the award of Work to the Contractor.
2. The Contractor is required to notify UCAN within 24 hours if any of the events listed above occur during the term of this contract.
3. UCAN may not only terminate this contract if any of the above events occurs, UCAN may also suspend or remove the Contractor from UCAN’s list of qualified contractors.

**JJ. STATUS AS INDEPENDENT CONTRACTOR**

The status of the Contractor in this contract shall be that of an independent contractor and

not that of an agent or employee of UCAN. UCAN will not withhold any taxes from any payments made to the Contractor, and the Contractor will be solely responsible for paying all taxes arising out of or resulting from the performance of its services under this contract, including, but not limited to income, social security, worker’s compensation, and employment insurance taxes. The Contractor shall have no power or authority to act on behalf of UCAN or in its name or to bind UCAN, either directly or indirectly, in any matter whatsoever.

**KK. EMPLOYMENT OF SPECIALTY CONTRACTOR; SUCESSORS IN INTEREST**

The Contractor may employ plumbers or electricians to perform tasks required under this contract. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and to their respective heirs and successors, if any.

**LL. THIRD PARTY BENEFICIARIES**

UCAN and the Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

**MM. LIENS**

For Work the Contractor is involved in, the Contractor shall, prior to receipt of payment, waive their right to place a lien on household’s property for any amount of payment. Contractor shall provide lien waivers to UCAN prior to seeking payment for any Work.

**NN. CONFIDENTIALITY**

The Contractor shall protect the confidentiality of all information concerning household members and other applicants for and recipients of services funded by this contract. The Contractor shall not release or disclose any such information, except as authorized in writing by the household member or other applicant or recipient of such services or as required by law. The Contractor shall appropriately secure all records and files to prevent access by unauthorized persons. The Contractor shall ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

**OO. INDEMNITY**

The Contractor shall defend, save, hold harmless, and indemnify OHCS, UCAN, their applicable Board members, officers, agents, and employees from all losses, expenses, damages, fines, charges, liens, liabilities, claims, suits, actions, judgments, attorney fees, and court costs resulting directly or indirectly from or arising out of actions or omissions of the Contractor, its agents or its employees under this contract or applicable law.

**PP. LITIGATION**

1. The Contractor and UCAN shall give each other immediate notice in writing of any action or suit filed or any claim made against the Contractor or UCAN by another party which, in the opinion of the Contractor or UCAN, may result in litigation related in any way to this contract.
2. If any arbitration or litigation is instituted to interpret, enforce, or rescind this contract, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party’s reasonable attorney's fees and other fees, costs, and expenses of every kind.
3. Any action or proceeding arising out of this contract shall be litigated in courts located in Douglas or Josephine County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Douglas or Josephine County, Oregon.

# QQ. WAIVER

Any failure of UCAN to enforce any provision of this contract shall in no way be construed to be a waiver of such provision, and shall in no way affect the validity of this contract or limit UCAN’s ability to enforce such provision at a later time.

**RR. ASSIGNMENT/DELEGATION**

The Contractor is prohibited from assigning or delegating this contract without the written consent of UCAN. No assignment shall relieve the Contractor of its obligations hereunder.

**SS. ASSURANCES**

The Contractor assures that no funds received pursuant to this contract will be used for political activities.

**TT. SMOKE FREE WORKPLACE**

The Contractor shall prohibit its employees’ use of tobacco from any site upon which it is performing Work.

**UU. DRUG FREE WORKPLACE**

The Contractor shall maintain a drug free workplace. None of Contractor’s employees may provide any Work required under this agreement while under the influence of drugs.

**VV. GOVERNING LAW**

This contract is governed by the laws of the State of Oregon.

**XX. SEVERABILITY**

If a provision of this contract is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this contract will not be impaired.

**YY. SURVIVAL**

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

BY SIGNING THIS CONTRACT, THE INIDIVIDUALS SIGNING CERTIFY THAT THEY HAVE REVIEWED THIS CONTRACT, UNDERSTAND IT, AGREE TO BE BOUND BY ITS TERMS, AND ARE AUTHORIZED TO BIND THEIR RESPECTIVE PARTIES.

**Contractor**

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Signature of Contractor’s Authorized Representative Title

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Typed Name Date:

**UCAN**

Signature of UCAN’s Authorized Representative Title

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Typed Name Date

**EXHIBIT A**

The following laws may govern the actions of the work performed pursuant to this agreement. The Contractor agrees to comply with the following laws, to the extent such laws apply to their work:

1. The Federal Funding Accountability and Transparency Act of 2006, (P.L. 109-282) regarding DUNS numbers and registration on SAMs;
2. The Health Insurance and Portability Act of 1996;
3. ORS Chapter 659, as amended;
4. If the total sum of all work performed exceeds $10,000, Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in US Department of Labor regulations (41 CFR Part 60);
5. If the total sum of all work performed exceeds $100,000, all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHCS, HUD or HHS, as applicable, and the appropriate Regional Office of the Environmental Protection Agency.
6. Applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. §6201 et. seq. (Pub. L. 94-163).
7. Truth in Lobbying:
   1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
   2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
   3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts) and that all Subrecipients and Vendors shall certify and

disclose accordingly.

* 1. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
  2. No part of any federal funds paid to Contractor under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
  3. No part of any federal funds paid to Contractor under this Agreement shall be used to pay the salary or expenses of any contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  4. The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  5. No part of any federal funds paid to Contractor under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

1. All mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et.seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
2. Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
3. Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), the Department of Energy Organization Act of 1977 (Pub. L. 95.91), and the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385).
4. The Fire Administration Authorization Act of 1992.
5. Section 407 of Public Law 103-333 (to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.)