

Agreement No. FC-_____

This Agreement for Professional Services (hereinafter referred to as "Agreement") is by and between the Fort Ord Reuse Authority, a public corporation of the State of California (hereinafter referred to as "FORA") and _____, a California _____ (hereinafter referred to as "Contractor").

The parties agree as follows:

1. SCOPE. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide FORA with the services described in the scope of work attached as Exhibit "A" to this Agreement (the "Services"). The Services will be rendered at the direction of FORA's Board of Directors and/or the Executive Officer of FORA.
2. TERM. Contractor shall commence work under this Agreement effective on _____ and will diligently perform the Services under this Agreement until the work as described in Exhibit "A" is complete.
3. PAYMENT TERMS. FORA shall pay Contractor for the Services at the times and in the manner set forth in Exhibit "B", Exhibit "C", and Exhibit "D" to this Agreement.
4. FACILITIES AND EQUIPMENT. Contractor is not required to use FORA's facilities or equipment for performing the Services. Contractor shall arrange to be physically present at FORA's facilities to provide the Services at least during those days and hours that are reasonably requested by FORA.
5. GENERAL PROVISIONS. The general provisions set forth in Exhibit "B" are incorporated into this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with the General Provisions.
6. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein and constitute the Project Documents.
7. CONTRACT SUM. The AGENCY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project Documents, the sum of [amount], including out of pocket expenses.

IN WITNESS WHEREOF, FORA and Contractor execute this Agreement as follows:

Fort Ord Reuse Authority	xxx
920 2 nd Avenue, Suite A	xxx
Marina, CA 93933	xxx
831-883-3672	xxx

By _____
Michael A. Houlemard, Jr.
Executive Officer

By _____
xxx
xxx

Date: _____

Date: _____

Approved as to form:

Jon R. Giffen, Authority Counsel

EXHIBIT A

SCOPE OF WORK

EXHIBIT B
GENERAL PROVISIONS

1. CORPORATION IN GOOD STANDING. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that _____, whose title is _____, is authorized to act for and bind the corporation.

2. COMPONENTS PARTS OF THE CONTRACT. This Agreement entered into consists of the following PROJECT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:
 - 1.
 - 2.
 - 3.

3. TIME. Contractors' work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, contained in **Exhibit D**. All work shall commence ten (10) calendar days after receiving a written Notice of Award from FORA. Contractor shall refer to the invitations for bids, bid submittal, and Project Plans and Specifications, all of which, as set forth below in **Exhibit A**, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual Prime CONTRACTORS to the AGENCY comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within _____ consecutive calendar days.

4. PAYMENT TERMS. FORA agrees to pay Contractor, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit C**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ (\$ _____) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor will submit invoices for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If FORA disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

If FORA reasonably objects to any portion of an invoice, FORA shall provide written notification to Contractor of FORA's objection and the basis for such objection within thirty (30) days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. The undisputed portion shall be paid within the time period specified above. If payment of undisputed invoices by FORA is not maintained on a current basis, Contractor may, after giving seven (7) days written notice to FORA, suspend further performance until such payment is restored to a current basis.

FORA Executive Officer's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Any Contracts, including any contract amendments that exceed the total threshold, require FORA Board approval. Any contracts, including contract amendments that exceed the total threshold, which do not have FORA Board approval, shall be void. Contractor is hereby notified that contract amendments or tasks to be enlarged may take up to 90 days for approval.

5. FINAL PAYMENT. Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the AGENCY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed.

6. INSURANCE. Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its SUBCONTRACTORS shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.
 - a. As an additional obligation under this Agreement and as a condition precedent to Contractor's enforcement of this Agreement, Contractor shall obtain and maintain from its [Insurer] an endorsement to the [Insurance Policy] adding FORA as an additional insured under the [Insurance Policy], so that FORA is covered to the same scope and extent as Contractor. As a further condition precedent, Contractor shall furnish a copy of the endorsement to FORA prior to the inception of this Agreement.
 1. COMPREHENSIVE OR COMMERCIAL FORM GENERAL LIABILITY INSURANCE: Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$1,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted
 2. WORKER'S COMPENSATION INSURANCE. Contractor is obligated under this Agreement and as a condition precedent to Contractor's enforcement of this Agreement, Contractor shall carry Workman's Compensation Insurance; including Employers Liability limits of \$1,000,000.00 and other limits as required under California law. As a further condition precedent, Contractor shall furnish a Declaration of coverage to FORA prior to the inception of this Agreement.
 3. MOTOR VEHICLE INSURANCE. Contractor shall maintain insurance covering all motor vehicles (including owned and non-owned) used in providing services under this Agreement, with a combined single limit of not less than \$100,000/\$300,000.
 - b. Contractor shall submit to FORA certificates of insurance and original endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to FORA. Renewal certifications and endorsements shall be timely filed by Contractor for all coverage until the work is accepted as complete. FORA reserve the right to require Contractor to furnish FORA complete, certified copies of all required insurance policies. Contractor shall notify FORA in writing of any material change in insurance coverage.
 - c. Any deductible under any policy of insurance required by this Agreement shall be Contractor's liability. Acceptance of certificates of insurance by FORA shall not limit Contractor's liability under this Agreement. In the event Contractor does not comply with these insurance requirements, FORA may, at its option, provide insurance coverage to protect FORA. Contractor shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from Contractor, FORA may pay for the insurance from sums otherwise due Contractor.

- d. If FORA is damaged by the failure of Contractor to provide or maintain the required insurance, Contractor shall pay FORA for all such damages.
 - e. Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.
7. PERSONNEL. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that FORA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor, Contractor shall remove any such person immediately upon receiving notice from FORA of the desire for FORA for the removal of such person or person.
8. STANDARD OF PERFORMANCE.
- a. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices Contractor's profession. All products and services of whatsoever nature, which Contractor delivers to FORA pursuant to this Agreement, shall be completed in a thorough and professional manner, conforming to standards of quality normally observed by a person practicing in Contractor's profession. FORA shall be the sole judge as to whether the product or services of the Contractor are satisfactory, but shall not unreasonably withhold its approval.
 - b. FORA Project Manager shall represent FORA in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. FORA's Executive Officer, is authorized to act on FORA's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Contractor's compensation, in conformance with AGENCY's Master Resolution.
 - c. FORA shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by FORA for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.
 - d. At all times during the term of this Agreement, CONTRACTOR shall have in full force and effect, all licenses and registrations required of it by law for the performance of the services described in this Agreement.
9. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT. In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from AGENCY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the AGENCY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the AGENCY to another CONTRACTOR or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the AGENCY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the AGENCY, or the CONTRACTOR shall pay the AGENCY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the AGENCY.

10. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE. FORA may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If FORA suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, FORA shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to FORA. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to FORA pursuant to this Agreement.

11. GOVERNING LAW. The laws of the State in which the Services are provided shall govern this Agreement and the legal relations of the parties.
12. PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
13. COMPLIANCE WITH LAW. Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this agreement. Contractor shall use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of their knowledge, information and belief; apply to their respective obligations under this Agreement.

a. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 and 1777.6 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

b. **LABOR CODE** The Work under this Contract is a **public works project** (see definition of public works, Labor Code section 1720 et seq.) and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 California Code of Regulations sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects. **This Project is subject to compliance monitoring and enforcement** by the Department of Industrial Relations (DIR). Contractor and all subcontractors must comply with all applicable laws and regulations, and perform all obligations required by the DIR pursuant to such authority.

c. **Contractor must utilize a Labor Compliance Monitoring firm (LCM) from FORA’s prequalified list of monitors. The selected LCM must utilize the “ELATION” software and compile payroll records, whether such records are required to be filed with the Department of Industrial relations or not. Contractor must authorize the LCM to provide FORA access to such Elation Records.**

- d. The prevailing wage rates set forth are the minimum that must be paid by the Contractor on a public works contract. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum rates set forth. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the Contractor is liable for any penalties under section 1775(a), if the Contractor fails to comply with the requirements of section 1775(b). Contractor shall periodically review and monitor all subcontractors' certified payroll records. If Contractor learns that any subcontractor has failed to comply with the prevailing wage requirements herein, Contractor shall take corrective action.
 - e. Contractor represents and warrants that the Contract Amount includes sufficient funds to allow Contractor and all subcontractors to comply with all applicable laws and contractual agreements. Contractor shall defend, indemnify and hold the Fort Ord Reuse Authority (FORA), its officers, employees and agents harmless from and against any and all claims, demands, losses, liabilities, and damages arising out of or relating to the failure of Contractor or any subcontractor to comply with any applicable law in this regard, including, but not limited to, Labor Code section 2810. Contractor agrees to pay any and all assessments, including wages, penalties and liquidated damages (those liquidated damages pursuant to Labor Code section 1742.1) made against FORA in relation to such failure
 - f. If applicable, the respondent must demonstrate compliance with the following FORA Prevailing Wage Requirement per FORA Master Resolution §1.01.050 and §3.03.090, as determined by the Director of the Department of Industrial Relations under Division 2, Part 7, Chapter 1 of the California Labor Code to workers performing "First Generation Construction."
 - g. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - h. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
14. SUBJECT TO AUDIT. If the Agreement exceeds \$10,000, the contracting parties shall be subject to the examination and audit of FORA and/or the State Auditor of the State of California for a period of three years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this contract, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).
15. DRUG FREE WORKPLACE. Contractor hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. In accordance with Government Code Section 8355, Contractor shall:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace,
 - 2. Contractor's policy of maintaining a drug-free workplace,
 - 3. Any available counseling, rehabilitation, and employee assistance programs,
 - 4. Penalties that may be imposed upon employees for drug abuse violations;

c. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart A, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.

16. OWNERSHIP OF DOCUMENTS. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by FORA that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of FORA or its designees at reasonable times to such books and records; shall give FORA the right to examine and audit said books and records at _____; shall permit FORA to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the Fort Ord Reuse Authority FORA Hall for a minimum period of three (3) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of FORA and may be used, reused, or otherwise disposed of by FORA without the permission of Contractor.

17. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without FORA's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, shall not without written authorization from the FORA Project Manager or unless requested by the FORA Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the FORA. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives FORA notice of such court order or subpoena.

Contractor shall promptly notify FORA should Contractor, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the FORA. FORA retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with FORA and to provide the opportunity to review any response to discovery requests provided by Contractor. However, FORA's right to review any such response does not imply or mean the right by FORA to control, direct, or rewrite said response.

18. INDEMNIFY AND HOLD HARMLESS. Contractor shall indemnify, defend, and hold harmless FORA, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the Contractor or any person directly or indirectly employed by or acting as agent for Contractor in the performance of this Agreement, including the concurrent or successive passive negligence of FORA, its officers, agents, employees or volunteers.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

FORA shall indemnify, defend, and hold harmless Contractor, its employees and sub-Contractors, from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by FORA or any person directly or indirectly employed by or acting as agent for FORA in the performance of this Agreement, including the concurrent or successive passive negligence of Contractor, its officers, agents, employees or volunteers.

19. DISABLED VETERANS. Responsive to direction from the State Legislature (Public Contract Code Section 10115 et seq.), FORA is seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Contractor shall inform FORA of any contractual arrangements with Contractors or suppliers that are certified disabled veteran business enterprises.
20. PUBLIC BENEFITS QUALIFICATION. If Contractor is a natural person, Contractor certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69), State of California Governor's Executive Order W-135-96.
21. SHAREHOLDER PROTECTION ACT. If Contractor is a corporation, Contractor certifies and declares by signing this Agreement that it is eligible to contract with the State of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code Section 10286 et seq.).
22. DISPUTES. Disputes arising under this agreement shall be submitted to one non-binding mediation session upon demand of either party after a reasonable attempt to resolve any dispute. The parties shall select a mediator by mutual agreement. Failing agreement on the selection of a mediator, the mediations shall be conducted under the Judicial, Arbitration and Mediation Services ("JAMS") Rules and Procedures, but not necessarily under the auspices of JAMS. Unless the parties mutually agree otherwise, the cost of said mediation shall be divided evenly between the parties.

If the dispute is not resolved in mediation, the dispute shall be submitted for binding arbitration by a single arbitrator to the Judicial Arbitration and Mediation Services ("JAMS") in San Jose, California, with the hearing to be held in Monterey, California or at such other location(s) mutually agreed upon by the Parties. The mediator may not serve as the arbitrator. The parties shall advance the costs of the arbitration, including all arbitration fees, and costs for the use of facilities during the hearings, equally to the arbitration. All such fees and costs together with attorneys' fees and costs, including expert witness costs of the Parties and attorneys' fees and costs incurred in enforcing any judgment, shall be awarded to the prevailing Party (or most prevailing Party, as decided by the arbitrator). The provisions of Sections 1282.6, 1283, and 1283.05 of the California Code of Civil Procedure shall apply to the arbitration. The arbitrator shall issue a final decision within thirty (30) days of the conclusion of testimony unless otherwise agreed to by the Parties.

23. PROHIBITED INTERESTS. No employee of FORA shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of FORA if this provision is violated.
24. CONTRACTOR-NOT PUBLIC OFFICIAL. Contractor possesses no authority with respect to any FORA decision beyond the rendition of information, advice, recommendation or counsel.
25. CONTRACTOR NO AGENT. Except as FORA may specify in writing, Contractor shall have no authority, express or implied to act on behalf of FORA in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement, to bind FORA to any obligation whatsoever.
26. ASSIGNMENT PROHIBITED. Except as otherwise provided herein, the Contractor may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

27. MISCELLANEOUS.

- a. CONTRACTOR acknowledges that FORA has a legislative sunset of June 30, 2020, as may be amended. CONTRACTOR Further acknowledges that this contract may be assigned in full to a successor agency through agreement and/or the Local Agency Formation Commission’s process.
- b. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To FORA: _____

To Contractor: _____

- 28. ENTIRE CONTRACT. This Agreement constitutes the entire contract of the parties relating to the obligations of the parties described in this Agreement and supersedes all prior negotiations, representations and agreements, either written or oral. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement can be modified only by an amendment in writing, signed by both parties. Neither FORA nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.
- 29. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
- 30. SEVERABILITY. If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

EXHIBIT C
FEE SCHEDULE 2017-2020
