

Amendment No. 3 to 6240

This is Amendment No. 3 to Price Agreement 6240, dated October 2, 2020, as amended from time to time ("**Price Agreement**") between the State of Oregon, acting by and through its Department of Administrative Services on behalf of the Oregon Department of Justice ("**Agency**") , and Barney & Worth Inc. ("**Contractor**"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("**Amendment Effective Date**").

RECITALS

1. The Contractor has requested a price increase as provided for in Section 5.1.

The Price Agreement is amended as follows:

1. New pricing as attached to this Amendment 3. Attachment C of the Contract is amended as follows: New Pricing structure, as noted, is attached to this Amendment 3.
2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
3. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within thirty (30) days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
4. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class , as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Price Agreement, Contractor shall maintain, throughout the duration of this Price Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.
5. Contractor shall comply with all federal laws applicable to the Contractor and to the Goods or Services to be provided under the Price Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Price Agreement, Contractor has no financial or other interest in the outcome of the project.

Except as expressly amended above, all other terms and conditions of Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.


[Signatures next page]

Certification:

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor's correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
 - i. Contractor is exempt from backup withholding;
 - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
 - i. all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
 - ii. 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; and
 - iii. 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
 - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

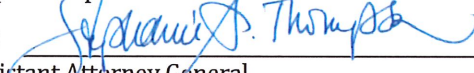
CONTRACTOR/CONSULTANT

By: 
Title: President
Date: 10/7/2020
FEID # 930788431

STATE OF OREGON, acting by and through its

By: 
Title: Timothy Jenks, State Procurement Analyst
Date: 10/08/2020

Approved pursuant to ORS 291.047

By: 
Assistant Attorney General
Date: October 7, 2020

Amendment 3 Attachment C

Attachment C Barney & Worth, Inc. State of Oregon Price Agreement Number 6240 for Alternative Dispute Resolution Services

Rate Increase Request

CPI-U, West Region Size Class B/C

Barney & Worth Staff	ADR Service/Title	ADR Hourly Billing Rates December 1, 2016	CPI August 2018	Progression of ADR Hourly Billing Rates December 1, 2018	CPI August 2019	Progression of ADR Hourly Billing Rates December 1, 2019	CPI August 2020	Proposed ADR Hourly Billing Rates effective December 1, 2020
Libby Bakke or Clark Worth	Facilitation General Practitioner	\$210.00	3.0%	\$216.30	2.5%	\$221.71	1.9%	\$225.92
Libby Bakke or Clark Worth	Public Policy Facilitator	\$210.00	3.0%	\$216.30	2.5%	\$221.71	1.9%	\$225.92
Libby Bakke or Clark Worth	Public Involvement Practitioner	\$210.00	3.0%	\$216.30	2.5%	\$221.71	1.9%	\$225.92
Tammy Menkerud Kevin Hanway	Senior Managing Associate (New Position)							\$225.92
Kim Marshall Leslie Lehmann	Senior Associate	\$180.00	3.0%	\$185.40	2.5%	\$190.04	1.9%	\$193.65
Kimi Sloop Aubrie Koenig	Managing Associate (New Position)							\$180.00
	Associate	\$160.00	3.0%	\$164.80	2.5%	\$168.92	1.9%	\$172.13
Julie Hunter	Research Associate	\$120.00	3.0%	\$123.60	2.5%	\$126.69	1.9%	\$129.10
Melissa Porter	Administrative Assistant	\$110.00	3.0%	\$113.30	2.5%	\$116.13	1.9%	\$118.34
	Graphic Designer	\$85.00	3.0%	\$87.55	2.5%	\$89.74	1.9%	\$91.44
	Support Staff Person	\$80.00	3.0%	\$82.40	2.5%	\$84.46	1.9%	\$86.06