

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 12 -11-20-03

IN THE MATTER OF AMENDING
CHAPTER 21 OF LANE MANUAL TO
REVISE STANDARD CONTRACT
PROVISIONS JANUARY 1, 2013

WHEREAS, the Lane County Board of Commissioners has the authority to approve amendments to the Lane Manual; and

WHEREAS, certain changes to Lane Manual Chapter 21 are desired to revise the Standard Contract Provisions and add Standard Contract Provisions for Public Improvements (LM 21.130 and 21.131), effective January 1, 2013.

NOW, THEREFORE, IT IS HEREBY ORDERED, Lane Manual Chapter 21 is amended by removing, substituting and adding the following sections:

REMOVE THESE SECTIONS

21.130
a total of 4 pages

(none)

INSERT THESE SECTIONS

21.130
a total of 4 pages

21.131
a total of 2 pages

Amended sections 21.130 and 21.131 are attached hereto and incorporated herein by reference.

ADOPTED this 20th day of November, 2012.



Sid Leiken, Chair, Lane County Board of Commissioners

APPROVED AS TO FORM

Date 11/16/12 Lane County

OFFICE OF LEGAL COUNSEL

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STANDARD PROVISIONS

21.130- Standard Contract Provisions.

The following standard public contract clauses ~~shall~~must be included expressly or by reference ~~where appropriate in every contract of the County, and as reflected in the main contract.~~

(1) Contractor shall make payment promptly, as due, to all persons supplying to such ~~contractor~~Contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

~~————(5) For public improvement and construction contracts only, if 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 the public contract as such claim becomes due, the County 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 the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.~~

~~————(6)~~ (5) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of ~~contractor~~Contractor, of all sums which ~~the contractor~~Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) With certain exceptions listed below, ~~contractor~~Contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires

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it, and in such cases Contractor shall pay the person ~~shall be paid~~ at least time and a half for:

- (a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or
- (b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and
- (c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, Contractor shall pay a laborer ~~shall be paid~~ at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. ~~For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.~~

Contractor ~~must~~shall give written notice to employees who work on a public contract of the number of hours per day and days per week that the employees may be required to work. This notice ~~must be given~~ in writing, either at the time of hire or before commencement of work on the contract, or ~~by posting~~must be posted as a notice in a location frequented by employees, ~~of the number of hours per day and days per week that the employees may be required to work.~~

~~_____ (8) The hourly rate of wage to be paid by any contractor or subcontractor or other persons who are parties to the contract to workers used in performing all or part of the work contemplated by the public works contract shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC 53141 et seq.), workers on the public works must be paid by contractors and subcontractors or other such contracting parties the higher of the applicable state or federal prevailing rate of wage.~~

~~_____ (9) (7) The contractor, its Contractor, any subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall~~must comply with ORS 656.017, ~~or otherwise be unless exempt under ORS 656.426~~027.

(408) Unless otherwise provided by the contract or law, the County has a right to exercise the following remedies for ~~a contractor's~~Contractor's failure to perform the scope of work or failure to meet established performance standards:

- (a) Reduce or withhold payment;

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(b) Require Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

(c) Declare a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.

~~————(11) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. (9A list of entities who have enacted such laws or regulations is found in the Oregon Standard Specifications for Construction, Section 00170.01 currently in effect and published through Oregon Department of Transportation. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, the contractor shall immediately give notice to the County. The County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.~~

~~————(12) The contract may be canceled at the election of the County for any substantial breach, willful failure or refusal on the part of contractorContractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractorContractor, if the work cannot be completed for reasons beyond the control of either the contractorContractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.~~

~~(13)10) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractorContractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shallwill have no further obligation to the contractorContractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.~~

~~(14)11) Unless otherwise provided by the contract or law, Contractor agrees that the County, and itsits duly authorized representatives shallmay have access to the~~

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books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. -Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum period of (6) six years after the County makes final payment on this Agreement. -Copies of applicable records ~~shall~~must be made available upon request, and payment of copy costs is reimbursable by the County.

(~~15~~12) By execution of this contract, ~~contractor~~Contractor certifies, under penalty of perjury that:

(a) To the best of ~~contractor's~~Contractor's knowledge, ~~contractor~~Contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises or one that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

(~~16~~13) ~~The~~-Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Agreement, except if the County has good cause and the contract provides otherwise.

(~~17~~14) Contractor ~~agrees to~~shall not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(~~18~~15) Contractor ~~agrees to~~shall make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(~~19~~16) The County will not be responsible for any losses or unanticipated costs suffered by ~~contractor~~Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(~~20~~17) All modifications and amendments to the contract ~~shall~~will only be effective only if in writing and executed by both parties.

(~~21~~) ~~The contractor~~18) Contractor certifies ~~he or she~~that Contractor has all necessary licenses, permits, or certificates of registration (~~including Construction Contractors Board registration or Landscape Contractors Board license, if applicable~~), necessary to perform the contract and further certifies that all subcontractors ~~shall~~will likewise have all necessary licenses, permits or certificates before performing any work. -The failure of ~~contractor~~Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(~~22~~19) Unless otherwise provided, data which originates from this contract ~~shall~~be constitutes "works for hire" as defined by the U.S. -Copyright Act of 1976 and ~~shall be~~is owned by the County. -Data ~~shall include~~includes, but is ~~not be~~ limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. -Ownership includes the right to copyright, patent, register and the ability to transfer these rights. -Data which which does not originate from this contract, but which is delivered under the contract, ~~but which does not originate there from shall be~~is transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license ~~shall~~will be limited to the extent which ~~the contractor~~Contractor has a right to grant such a license. ~~The contractor~~Contractor

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shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. ~~The County Contractor shall receive~~ give the County prompt written notice of ~~each any~~ notice or claim of copyright infringement received by ~~the contractor~~ Contractor with respect to any data delivered under this contract. ~~The County shall~~ will have the right to modify or remove any restrictive markings placed upon the data by the ~~contractor~~ Contractor.

(2320) If as a result of this contract, ~~the contractor~~ Contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, ~~the contractor~~ Contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(2421) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, ~~shall be~~ are applicable to all road construction projects except as modified by the bid documents.

(2522) As to contracts for lawn and landscape maintenance, ~~the contractor~~ Contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(26) ~~As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.~~

~~—(2723) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor~~ Contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. ~~—(Revised by Order No. 98-12-2-4, Effective 12-2-98; 04-6-30-12, 6-30-04; 05-2-16-8, 2-28-05; 05-12-14-9, 1-1-06; 08-2-13-1; 2-13-08; 09-12-15-2, 12-15-09; 10-6-9-4, 6-9-10; 11-12-14-1, 12-14-11)~~

STANDARD CONDITIONS FOR PUBLIC IMPROVEMENTS

21.131-Approving Appropriateness and Format of Standard Contract Provisions for Public Improvements.

The following standard public contract clauses must be included expressly or by reference in every contract for public improvements.

(1) If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to Contractor or a subcontractor in connection with the public contract as the claim becomes due, the County may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract. The payment of a claim in the manner authorized hereby will not relieve the Contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may

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withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the County. There will be no final acceptance of the work under the contract until all such claims have been resolved.

(2) If Contractor or a first-tier subcontractor of Contractor 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 County or the 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.

(3) If Contractor or any subcontractor of Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement 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. Contractor and any subcontractors shall include this condition in every contract related to the public improvement contract.

(4) The hourly rate of wage to be paid by any contractor or subcontractor or other persons who are parties to the contract to workers used in performing all or part of the work contemplated by the public works contract must be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC §3141 et seq.), workers on the public works must be paid by contractors and subcontractors or other such contracting parties the higher of the applicable state or federal prevailing rate of wage.

(5) Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Standard Specifications for Construction, Section 00170.01 currently in effect and published through Oregon Department of Transportation. —

~~Departments shall consult with Office of Legal Counsel before determining that particular standard contract may not be applicable to a specific contract. In addition, a different format incorporating standard contract provisions in LM 21.130 based on contract type may be approved by the Office of Legal Counsel. Departments who wish to use the provisions in this alternate format may do so. (Revised by Order No. 10-6-9-4, Effective 6.9.10; 11.12.11.1, 12.14.11)~~If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in the bid document not caused by Contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, Contractor shall immediately give notice to the County. The County and Contractor will have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(6) If the County suspends Contractor's work but does not terminate the contract, Contractor is entitled to a reasonable time extension, costs and overhead per

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ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, Contractor will be paid per ORS 279C.660 for a public improvement contract.

(7) Contractor shall salvage or recycle construction waste and demolition debris, if feasible and cost-effective.

(8) Contractor certifies that Contractor has all necessary licenses, bonds, permits, or certificates of registration necessary to perform the contract, including those issued by the Construction Contractors Board and Landscape Contractors Board, and further certifies that all subcontractors must likewise have all necessary licenses, bonds, permits or certificates necessary to perform their work, before performing any work.

STANDARD PROVISIONS

21.130 Standard Contract Provisions.

The following standard public contract clauses must be included expressly or by reference in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(6) With certain exceptions listed below, Contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases Contractor shall pay the person at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, Contractor shall pay a laborer at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (6) does not apply to contracts for purchase of goods or personal property.

Contractor shall give written notice to employees who work on a public contract of the number of hours per day and days per week that the employees may be required to work. This notice must be given in writing either at the time of hire or before commencement of work on the contract, or must be posted as a notice in a location frequented by employees.

(7) Contractor, any subcontractors, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, unless exempt under ORS 656.027.

(8) Unless otherwise provided by the contract or law, the County has a right to exercise the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards:

- (a) Reduce or withhold payment;
- (b) Require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- (c) Declare a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.

(9) The contract may be canceled at the election of the County for any substantial breach, willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either Contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work

(10) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County will have no further obligation to Contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(11) Unless otherwise provided by the contract or law, Contractor agrees that the County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum period of (6) six years after the County makes final payment on this Agreement. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by the County.

(12) By execution of this contract, Contractor certifies, under penalty of perjury that:

(a) To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises or one that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

(13) Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Agreement, except if the County has good cause and the contract provides otherwise.

(14) Contractor shall not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(15) Contractor shall make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(16) The County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(17) All modifications and amendments to the contract will only be effective only if in writing and executed by both parties.

(18) Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(19) Unless otherwise provided, data which originates from this contract constitutes "works for hire" as defined by the U.S. Copyright Act of 1976 and is owned by the County. Data includes, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which which does not originate from this contract, but which is delivered under the contract, is transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license will be limited to the extent which Contractor has a right to grant such a license. Contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. Contractor shall give the County prompt written notice of any notice or claim of copyright infringement received by Contractor with respect to any data delivered under this contract. The County will have the right to modify or remove any restrictive markings placed upon the data by Contractor.

(20) If as a result of this contract, Contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, Contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper

with at least 25% post-consumer content which meets printing specifications and availability requirements.

(21) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, are applicable to all road construction projects except as modified by the bid documents.

(22) As to contracts for lawn and landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(23) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, Contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract.

STANDARD CONDITIONS FOR PUBLIC IMPROVEMENTS

21.131 Standard Contract Provisions for Public Improvements.

The following standard public contract clauses must be included expressly or by reference in every contract for public improvements.

(1) If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to Contractor or a subcontractor in connection with the public contract as the claim becomes due, the County may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract. The payment of a claim in the manner authorized hereby will not relieve the Contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the County. There will be no final acceptance of the work under the contract until all such claims have been resolved.

(2) If Contractor or a first-tier subcontractor of Contractor 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 County or the 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.

(3) If Contractor or any subcontractor of Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement 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. Contractor and any subcontractors shall include this condition in every contract related to the public improvement contract.

(4) The hourly rate of wage to be paid by any contractor or subcontractor or other persons who are parties to the contract to workers used in performing all or part of the work contemplated by the public works contract must be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC §3141 et seq.), workers on the public works must be paid by contractors and subcontractors or other such contracting parties the higher of the applicable state or federal prevailing rate of wage.

(5) Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Standard Specifications for Construction, Section 00170.01 currently in effect and published through Oregon Department of Transportation. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in the bid document not caused by Contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, Contractor shall immediately give notice to the County. The County and Contractor will have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(6) If the County suspends Contractor's work but does not terminate the contract, Contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, Contractor will be paid per ORS 279C.660 for a public improvement contract.

(7) Contractor shall salvage or recycle construction waste and demolition debris, if feasible and cost-effective.

(8) Contractor certifies that Contractor has all necessary licenses, bonds, permits, or certificates of registration necessary to perform the contract, including those issued by the Construction Contractors Board and Landscape Contractors Board, and further certifies that all subcontractors must likewise have all necessary licenses, bonds, permits or certificates necessary to perform their work, before performing any work.