



EXHIBIT B
SPRINGFIELD UTILITY BOARD
Standard Public Contract Provisions

GOODS AND SERVICE:

1. **STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions printed on this Exhibit are standard to SUB contracts for the purchase of goods. There may also be special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to a specific contract.
2. **DEFINITIONS:** “Contract” means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation instructions; solicitation addenda and contract amendments, if any, the purchase order or price agreement document.

“Contractor” means an Independent Contractor, person or organization with which Springfield Utility Board (SUB) has contracted for the purchase of goods the terms “Contractor” and “Seller” as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous; “ORS” means the Oregon Revised Statutes;

“SUB” means the agency making the purchase and is synonymous with “Buyer” as used in ORS Chapter 72. “SUB” also means an Oregon Cooperative Procurement Program (ORCPP) member if the purchase is being made under the State’s cooperative purchasing program authorized by ORS 190.240.
3. **WORKERS’ COMPENSATION:** The Independent Contractor, its subcontractor, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Worker’s Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon workers’ compensation coverage that satisfies Oregon law for all their subject workers unless exempt.
4. **PROMPT PAYMENT:** Make payment promptly, as due, to all persons supplying Independent Contractor labor or material for the performance of the work provided for in this Agreement. ORS 279B.220(1). For all goods provided under this contract, Contractor shall (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the State Industrial Accident Fund from the contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against SUB thereof; and (v) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. **NO LIENS:** Not permit any lien or claim to be filed or prosecuted against the state, county, City of Springfield, Springfield Utility Board, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
6. **REVENUE/WITHHOLDING:** Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4).
7. **MEDICAL CARE:** Promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Independent Contractor, of all sums which Independent Contractor agrees to pay for such services and all moneys and sums which Independent Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services. All employers shall comply with ORS 656.017 unless the employer is exempt under ORS 656.126. ORS 279B.230.
8. **HOURS OF LABOR:** No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - (a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
 - (b) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days; and
 - (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting 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. ORS 279B.235(1)-(2).

9. OVERTIME: If the agreement is for personal services, the contract shall contain a provision that the employee 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 personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
10. WORK ON LEGAL HOLIDAYS: If this agreement is for services, all persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).
11. COMPLIANCE WITH TAX LAWS:
 - a) Contractor's Compliance with Tax Laws. Independent Contractor must, throughout the duration of this Contract and any extensions, comply with all federal and state tax laws and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all laws and regulations of the state, county, or city imposing and collecting such taxes including, but not limited to, income and property taxes.

Any violation of this Section 11 shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Section 11B of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle SUB to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. SUB shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].

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

- b) Contractor's Representations and Warranties. Contractor represents and warrants to SUB that Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of closing of {bids/proposals} for/effective date of] this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Independent Contractor, to Independent Contractor's property, operations, receipts, or income, or to Independent Contractor's performance of or compensation for any work performed by Independent Contractor.
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Independent Contractor, or to goods, services, or property, whether tangible or intangible, provided by Independent Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
12. DELIVERY: All deliveries shall be FOB destination with all transportation and handling charges paid by Independent Contractor, unless otherwise specified in the solicitation documents. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to SUB except as to latent defects, fraud and Contractor's warranty obligations.

13. **INSPECTIONS:** Goods furnished under this contract shall be subject to inspection and test by SUB at times and places determined by SUB. If SUB finds goods furnished to be incomplete or not in compliance with solicitation specifications, SUB may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by SUB, SUB may reject the goods and cancel the contract in whole or in part. Nothing in this Section shall in any way affect or limit SUB's rights as buyer, including the right and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
14. **WARRANTIES:** Unless otherwise stated, all goods shall be new and the current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacturer and to be in compliance with solicitation specifications. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS Chapter 72) are incorporated in this contract. All warranties shall run to SUB.
15. **NO RESTRICTIONS/LIENS:** Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to SUB under this Contract, and Independent Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to SUB free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.
16. **CASH DISCOUNT:** If SUB is entitled to a cash discount, the period of computation shall commence on the date of the entire order is delivered or the date the invoice is received, whichever is later.
17. **TERMINATION:** This contract may be terminated by mutual consent of both parties or by SUB at its discretion. SUB may cancel an order for goods at any time with written notice to Independent Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by SUB. If this contract is so terminated, Contractor shall be paid in accordance with the terms of this contract for goods delivered and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).
18. **FORCE MAJEURE:** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond the party's reasonable control. SUB may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of this contract.
19. **BREACH OF CONTRACT:** Should Independent Contractor breach any of the provisions of this contract, SUB reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by SUB as a result of Contractor's breach of contract including but not limited to incidentals and consequential damages, as provided in ORS 72.7110 to 72.7170. Contractor shall be subject to disqualification on SUB contracts, as provided in ORS Chapter 279B and OAR Chapter 137.
20. **HOLD HARMLESS AND INDEMNIFICATION:** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, SUB, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other causes whatsoever. The Contractor shall assume defense of, indemnify and save harmless SUB, its officials, agents, and employees from all claims, liability, loss, damage, and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of SUB connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, SUB relative to claims for damage or damages resulting solely from acts or omissions of SUB, its officials, agents, or employees. The absence of or inadequacy of the liability insurance required of Independent Contractor shall not negate Contractors obligations in this Section.
21. **AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of SUB.
22. **SEVERABILITY:** If any provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with the law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held invalid.
23. **WAIVER:** Failure of SUB to enforce any provisions of this contract shall not be a waiver or relinquishment by SUB of its right to such performance in the future nor of the right to enforce any other provisions of this contract.

24. ASSIGNMENT/SUBCONTRACTS/SUCCESSORS: Independent Contractor shall not assign, sell, transfer, or subcontract rights or delegate responsibilities under this contract in whole or in part, without the prior written approval of SUB. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to SUB under the contract as if no such assignment, transfer, or subcontract had occurred. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties of the contract and their respective successors and assigns.
25. SAFETY DATA SHEET (SDS): In accordance with the OR-OSHA Hazard Communication Rules in OAR Chapter 437, Division 155, Contractor shall provide SUB with a SDS for any goods provided under this contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437-002-0360 which adopts by reference 29 CFR 1910.1200(g). In addition, Contractor must label, tag or mark such goods.
26. SUB PAYMENT OF CONTRACTOR CLAIMS: If Independent Contractor fails, neglects or refuses to pay promptly when due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods provided under this contract, SUB may pay such claims and charge the amount of the payment against funds due to the Contractor under this contract. The payment of a claim by SUB pursuant to this Section 26 shall not relieve the Contractor or surety, if any, from obligation with respect to any unpaid claim.
27. SAFETY AND HEALTH REQUIREMENTS: Goods and services provided under this contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.
28. NONDISCRIMINATION: Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations. Contractor shall not discriminate against anyone on the basis of race, religion, physical or mental disability, sex, color, age, sexual orientation, national origin, marital status or association with anyone of a particular race, color, sex, national origin, sexual orientation, marital status, age or religion. Contractor shall not discriminate against minority, women or emerging small business enterprises in the awarding of subcontracts. Contractor's execution of the Agreement shall also constitute certification that Contractor has not discriminated against minority, women or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs disabled veterans as defined in ORS 408.225 in obtaining any required subcontracts. ORS 279A.110.
29. COMPLIANCE WITH APPLICABLE LAWS: Independent Contractor shall comply with all applicable federal, state and local laws, codes, regulations and ordinances, as well as Springfield Utility Board policies which are relevant to the performance of this contract.
30. AWARD TO FOREIGN CONTRACTOR: If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. SUB shall withhold final payment under this contract until Contractor has met this requirement.
31. LAWN AND LANDSCAPING MAINTENANCE: If this Agreement is for lawn and landscaping maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste materials at an approved site, if feasible and cost effective. ORS 279B.225.
32. GOVERNING LAW, JURISDICTION, VENUE: This contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of laws, rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between SUB and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon. Provided, however, if the claim must be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

PUBLIC IMPROVEMENT: If this is a contract for a public improvement, Contractor shall comply with all applicable provisions above incorporated herein as though fully set forth and the following additional requirements.

33. STANDARD AND SPECIAL TERMS AND CONDITIONS: The terms and conditions printed on this Exhibit are standard to SUB contracts for public improvements. There also may be special terms and conditions in an Invitation to Bid or Request for Proposal which apply to a specific contract.
34. CONSTRUCTION CONTRACTOR'S BOARD NOT QUALIFIED LIST: No Independent Contractor or subcontractor shall appear on the "List of Contractors Not Qualified to Hold Public Contracts" list as specified in ORS 701.227(4).
35. DRUG TESTING: The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).

36. **SUB PAYMENT OF CONTRACTOR CLAIMS:** If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing SUB, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public 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. ORS 279C.515. The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
37. **DEMOLITION:** If this agreement is for demolition, the Contract shall also contain the condition that Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1).
38. **PAYMENTS REQUIRED BY ORS 279C.505 and 279C.530:** Contractor shall (i) pay promptly, as due, to all persons supplying labor or material; (ii) pay all contributions or amounts due the State Industrial Accident Fund from the contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against SUB thereof; and (v) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167, and all payments required by ORS 279C.530 regarding medical, surgical and hospital care, or other needed care and attention for the employees of such contractor.
39. **SUB BONDING:** If the contract exceeds \$100,000 or if requested by SUB as part of any competitive bid, quote, or request for proposal, the Contractor shall file with SUB at the time of execution of this Contract both a Performance Bond and Payment Bond issued by a bond company acceptable to SUB (forms enclosed) in the amounts of one hundred percent (100%) of this Contract, which shall be in force for one (1) year after the date of SUB's acceptance of the work, to cover all guarantees against defective workmanship and materials and execution of and in accordance with this Contract, and to guarantee payment to all persons supplying labor and materials for the construction of the work. Failure to maintain the proper bonding shall be grounds for immediate termination of the Contract.
40. **NOTICE:** In the event that total cost of the contract does not initially exceed \$50,000 but during the scope of work increases through amendments, change orders, additions, supplements, other contracts, or through any other reason or process, formal or informal, planned or unplanned, to an amount greater than \$50,000 then the entire contract is covered under the requirements of the prevailing wage rate law as described below.
41. **PREVAILING WAGE RATE:**
- a) **BOLI:** If this Agreement is for more than \$50,000 and is for a public works project, the Independent Contractor and any subcontractors shall comply with all applicable provisions of ORS 279C.800 through 279C.870 and pay all workers not less than the prevailing rate of wage as established by the Oregon Bureau of Labor and Industries (BOLI). The most recent copy of the BOLI prevailing wage rate booklet shall be found at www.oregon.gov/boli/whd/pwr. Public works project includes but is not limited to roads, highways, buildings, structures and improvements of all types, the construction, reconstruction, major renovation or painting of which is to serve the public interest. (ORS 279C.830(1)(c); OAR 839-025-0020(3)(a)).
- b) **PROMPT PAYMENT:** If the Independent Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Independent Contractor or a subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of SUB may pay such claim and charge the amount of the payment against funds due or to become due the Independent Contractor by reason of the contract (ORS 279C.515 and OAR 839-025-0020(2)(a)).
- c) **HOURS:** No person will be employed for more than ten (10) hours in any one day, or 40 hours in any one week except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person(s) so employed must be paid at least time and one-half the regular rate of pay for all time worked. ORS 279C.540(1). These specific requirements are set forth in OAR 839-025-0020(2)(b)(A), (B), and (C).
- d) **NOTICE:** The Independent Contractor shall give written notice to employees who work on a public works contract, either at the time of hire or before commencement of work on the contract, by posting a notice in a location frequented by employees, or the number of hours per day and days per week that the employees may be required to work (ORS 279C.520(2) and OAR 839-025-0020(2)(c)).
- e) **PAYMENT SCHEDULE:** The Independent Contractor must make payment daily, weekly, weekend and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b).

f) **WAGE DEDUCTION:** The Independent Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Independent Contractor, of all sums which the Independent Contractor agrees to pay for such services and all monies and sums which the Independent Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, Contractor Agreement for the purpose of providing or paying for such service (ORS 279C.530 and OAR 839-025-0020(2)(d)).

g) **PUBLIC WORKS BOND:** The Independent Contractor shall have a public works bond filed with the Construction Contractor's Board before starting work on the project unless exempt under ORS 279C.836(4), (7), (8) or (9). (ORS 279C.836(1); OAR 839-025-0020(2)(e)). **NOTE:** Exemption (8) provides an election to Independent Contractor to not file a Public Works Bond for any project for which the contract price does not exceed \$100,000.

h) **SUBCONTRACTOR/PUBLIC WORKS BOND:** The Independent Contractor shall require in every subcontract that the subcontractor have a public works bond filed with the Construction Contractor's Board, and before permitting a subcontractor to start work on the project shall verify such filing unless exempt under ORS 279C.836(4), (7), (8), or (9). (ORS 279C.836(2); OAR 839-025-0020(2)(e)(B)).

i) **HIGHEST WAGE:** If the project is subject to both ORS 279C.800 – ORS 279C.870 and to the Davis-Bacon Act (40 U.S.C. 314 et seq.), the Independent Contractor and all subcontractors must provide that the employee who the Independent Contractor, subcontractor, or other person is a party to the contract uses in performing all or part of the contract shall be paid the higher of the applicable state or federal prevailing rate of wage (ORS 279C.830(1)(d) and OAR 839-025-0020(3)(b)).

j) **ELIGIBLE CONTRACTOR REQUIRED:** As specified in ORS 279C.860 no Contractor, Subcontractor, or any firm corporation, partnership, or association in which the Contractor or Subcontractor has a financial interest who appears on the list of Contractors eligible to receive Public Works Contracts, as established by the Bureau of Labor and Industries, shall perform work under this contract. By signing this Contract, the Independent Contractor certifies that neither the Independent Contractor nor any Subcontractor who will perform work under this contract, appears on the most current list of Contractors Ineligible to Receive Public Works Contracts.

k) **CERTIFIED PAYROLL:** As specified in ORS 279C.845, the Independent Contractor or the Independent Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with SUB in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Independent Contractor or the Subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract. The certificate and certified statement shall be verified by the oath of the Independent Contractor or the Independent Contractor's surety or Subcontractor or the Subcontractor's surety that the Independent Contractor or Subcontractor has read the certified statement and certificate and knows the contents thereof and that the same is true to the Independent Contractor or Subcontractor's knowledge. Certified statements (also referred to as certified payroll reports) shall be submitted to SUB no later than the 5th day of the following month for which the certified statement and certificate are being presented. This information must be submitted to SUB and also retained by the Independent Contractor and Subcontractor(s) for three years.

42. **FEES TO BE PAID:** The Contractor shall pay all sums of money withheld from his or her employees and payable to the Department of Revenue pursuant to Oregon Revised Statutes.

The Contractor shall promptly pay all contributions or amounts due the State Industrial Accident Fund, or private carrier of accident insurance, from such Contractor or Subcontractor incurred in the performance of the Contract. If a private carrier is used, the Contractor shall notify the Engineer as to the carrier's name and address before commencement of work.

43. **ENVIRONMENTAL MATTERS:** In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of SUB contracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.

If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of natural resources occurring after the submission of the successful quote, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with SUB, require that the underlying property owner be responsible for cleanup, solicit quotes for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.

If the Contractor encounters a condition not referred to in the Invitation to Bid documents, not caused by the Contractor or any subcontractor employed on the project and not discoverable by a reasonable pre-bid visual site inspection, and the condition

requires compliance with the ordinances, rules or regulations referred to under this regulation, the contractor shall immediately notify SUB of the condition.

FEDERAL AGENCIES

Department of Agriculture
Forest Service
Soil Conservation Service
Department of the Army Corps of Engineers
Coast Guard
Department of Health and Human Services
Department of the Interior
Bureau of Indian Affairs
Bureau of Land Management
Bureau of Outdoor Recreation
Department of Commerce

Fish and Wildlife Services
Office of Surface Mining
Reclamation and Enforcement
Bureau of Reclamation
Department of Labor
Occupational Safety and Health Administration
Mine Safety and Health Administration
Department of Transportation
Federal Highway Administration
Environmental Protection Agency

STATE AGENCIES

Department of Agriculture
Department of Energy
Department of Environmental Quality
Department of Fish and Wildlife
Department of Forestry
Department of Geology and Minerals

Department of Human Services
Land Conservation and Development Commission
Division of State Lands
State Soil and Water Conservation Commission
Water Resources Department
Oregon Department of Transportation

LOCAL AGENCIES

Common Council, City of Springfield
Environmental Services, City of Springfield
Board of Commissioners, Lane County
Lane Regional Air Protection Agency
Willamalane Park & Recreation District
Rainbow Water District

Planning Commission, City of Springfield
Development Services Department, City of Springfield
Planning Commission, Lane County
Springfield Utility Board
Springfield Downtown & Glenwood Urban Renewal Districts

44. INDIAN GRAVES AND PROTECTED OBJECTS: The Contractor warrants that it will observe all applicable requirements of ORS 97.740 et. seq. regarding Indian Graves and Protected Objects (ORS 358.905-.961 and ORS 390.235-.240).

In the event the Contractor any of its Subcontractors or agents discover, become aware of, or find any Native Indian Artifacts, sites, human remains, or funerary objects on the real property on which the Contractor is fulfilling this Contract, the Contractor will immediately notify SUB. Such artifacts may include by not limited to charred and cracked rocks or charcoal layers of soil indicating a hearth or oven, stone chips of obsidian and other colored rocks, stone bowls, arrow and spear points, stone tools, and bone fragments. All artifacts found shall be turned over the SUB for appropriate disposition in accordance with applicable law. Upon receipt of notification, SUB will retain a consultant archeologist to conduct an initial assessment of significance of the find. The Contractor and SUB will work together to comply with all applicable requirements of ORS 97.740 et. seq. in a manner which has least impact upon the construction schedule. If compliance requires some adjustment of the construction schedule, the Contractor and SUB shall make reasonable adjustments.