

CITY OF NEWPORT

GOODS AND SERVICES CONTRACT

Community-Based Water Planning Project Management Agreement

BASED UPON the quotes submitted in response to a request for quotes for Community-Based Water Planning Project Manager Onboarding, as issued and administered by City of Newport (City), City and MOSAIC Strategies, LLC (Contractor) hereby enter into a contract for services in accordance with the specifications and quote provided.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

- (1) ~~Exhibit A – Request for Quotes~~
- (2) Exhibit B – Contractor Quote
- (3) Exhibit C – Oregon Public Contracting Requirements for Goods and Service Contracts

1. **Term.** The term of this Contract shall extend from its execution to project completion, unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.
2. **Scope of Work.** Contractor shall provide all materials, labor, equipment, and all other services and facilities necessary for the services specified in the attached Exhibits A and B (Project). Work shall be completed within 90 days of the date given in the Notice to Proceed.
3. **Compensation.**
 - 3.1 **Basis of Payment.** Contractor shall complete Project as defined above and in the attached exhibits for the prices in Exhibit B, with an estimated total fee of not-to-exceed \$4,980.
 - 3.2 **Invoices.** Payments shall be based upon Contractor's invoices submitted to City, detailing the previous month's fees and costs.
 - a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Project. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date, subject to a five percent (5%) retainage to be paid only after full performance and acceptance by City.

b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Permits. City will be responsible for obtaining all permits, approvals and authorizations necessary for Contractor's performance.

5. Termination for Convenience.

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

6.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

6.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

6.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

7. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving

the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for equipment installed and services performed in accordance with the manner of performance as set forth in this Contract.

8. **Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:
 - 8.1 If terminated under paragraph 7 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to City the amount of the reasonable excess.
 - 8.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.
 - 8.3 If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
 - 8.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
 - 8.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.
9. **Standard of Care.** Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the equipment and services City is purchasing.
10. **Reports.** The Contractor shall provide City with reports as detailed in Contractor's proposal, at a minimum of once per month, outlining the Project progress, issues of concern and budget status.
11. **Change Orders.** Contractor and City reserve the right to order changes to the equipment and services to be provided herein. Contractor and City shall determine a fair and equitable cost and, if required, additional time for such

changes. All such changes shall be ordered and agreed to in writing by both parties.

12. **Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
13. **Security and Substance Check.** Contractor agrees that each of its employees and subcontractor's employees involved in this Project may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.
14. **Access to Records.** For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.
15. **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

Attn: Timothy Gross
City of Newport
169 SW Coast Highway
Newport, OR 97365
Phone: (541) 574-3366
t.gross@newportoregon.gov

CONTRACTOR:

RIANNE THERESA BECRAFT
61198 GEARY DR
BEND OR 97702-2919
Phone: 541-360-1695
rianne@hcwatershedcouncil.com>

16. **Warranty.** ~~Contractor's warranty is as stated within Exhibit B.~~ Contractor further warrants that all materials, equipment, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.

17. Insurance. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

17.1. Commercial General Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

| <u>Coverage</u> | <u>Limit</u> |
|---|--------------|
| General Aggregate | \$1,000,000 |
| Products-Completed Operations Aggregate | \$1,000,000 |
| Personal & Advertising Injury | \$1,000,000 |
| Errors & Omissions | \$1,300,000 |
| Each Occurrence | \$1,300,000 |
| Fire Damage (Any one fire) | \$50,000 |
| Medical Expense (Any one person) | \$5,000 |

17.2. Commercial Automobile Insurance

Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

17.3. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

17.4. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this Agreement.

17.5. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage of Contractor's insurance without 30 days prior written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days prior notice of cancellation to the City.

17.6. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration.

17.8. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

17.9. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement.

18. Indemnity. To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory

authorization or permit, except for damages resulting from the sole negligence of City.

19. **Force Majeure.** This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is effected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.
20. **Independent Contractor.** It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
21. **Assignment.** Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
22. **Governing Law.** This Agreement is to be governed by and under the laws of the State of Oregon.
23. **Consent to Jurisdiction.** The parties hereby consent to jurisdiction of the Lincoln County Circuit Court, Lincoln County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
24. **Public Contracting Requirements.** Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public

Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.

25. **Arbitration.** If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
26. **Attorney Fees.** If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
27. **Facsimile Signatures.** The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
28. **Entire Agreement.** This Agreement shall be the exclusive agreement between the parties for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.

29. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:

CITY OF NEWPORT

By: D. K. Uebel

Title: City Manager

Date: 10/11/19

CONTRACTOR:

MOSAIC Strategies, LLC

By: Rianne BeCraff

Title: Owner

Date: 10/10/19

SCHEDULE A

Proposed Approach | Time, Interface, Budget

Proposed Time Allocation:

Up to 3 hrs/week for 14 weeks, September 16 – December 9

- ~2 hrs/week (depending on availability and need) of direct work with Alexandria, and if desired/helpful for particular items and topics, Alexandria + team member(s)
- ~1 hr/week prepping for and following up on discussion/work with Alexandria

Interface:

- Combination of Zoom discussions, running through scenario examples, share-screen tutorials and, if desired, reviewing draft work with Alexandria;
- A few calls with Harmony/Alexandria together, and perhaps a couple brief check-in calls with a co-convenor to help ensure Alexandria is receiving guidance that is well-aligned with the project's direction and needs;
- September 17: A meeting with Coordinating Committee in Newport to help inform training/onboarding process and priorities
 - Help equip Alexandria with a clear understanding of goals for Working Groups, and how their work will be compiled, edited, and packaged. She can then help clearly message this to the Working Group members and help with organization/operations as soon as possible.
 - Achieve shared understanding of by when Alexandria will be fully or partially responsible for what (mid-term timeline, and regardless of whether she has full- or part-time hours).
 -

Budget:

Not to exceed \$4,980, includes travel for one trip to Newport in October or November.

Detailed budget provided at bottom of Schedule A.

Draft Onboarding Program

Proposed outline: The focus points of each training week remain flexible and will be adjusted based on the support that the project and Alexandria need most at that time, while also ensuring that the following main focus points be incorporated in a sensible order over the course of the proposed 14 weeks. Sub-bullets are provided to

help give a sense of important themes that will be touched on for each focus point, although many more nuances will be covered through discussion and scenario examples.

Weeks 1 & 2 | Week of Sept 16: & Sept 23

- Grounding into Place-Based Planning
 - Hear Alexandria's summary/elevator speech about what PBP is, and about what the Mid-Coast Partnership is.
 - Partners/roles
 - Answer any questions about PBP
 - Policy vs. politics
 - PBP through the coordinator lens (role, influence, relationships, politics)
- Neutrality/Objectivity & Diplomatic Communications
 - Communication (written and verbal) around science, policy, society and politics
 - The combination of: living in a community and working in a neutral role
- What can be done now to help organize/coordinate the Working Groups?
- Sept 17, Meeting with Coordinating Committee
- Looking Ahead → Day-to-Day
 - Working backwards: Look ahead to meetings/events and deliverable deadlines → set up own deadlines between now and then (considering time needed for draft iterations and review by others) → daily to-do list & prioritization
 - Scheduling calls & meetings, and sending emails/reminders to team
 - Estimating how much time will be needed for certain tasks
 - Organizing documents/materials, version control
- Continue work from Week 1 if needed
- Supporting the Coordinating Committee
 - Tracking items that need to be discussed, helping members navigate what is most important for them to know/review/do
- Building & Maintaining Stakeholder Relationships
 - Transparency + trust
 - Professional + personable
 - Keeping stakeholders engaged
- What else can be done now to help organize/coordinate the Working Groups?

Week 3 | Week of Sept 30:

- Co-Production of Deliverables
 - Coordinator's role & others' roles
 - Working with different personalities and skillsets
 - Common hiccups to plan for
 - Helpful tools (e.g., shared online workspace)
- Coordinating Working Groups
 - Process

- In-the-room dynamics
- Interim communications and check-ins
- What else can be done now to help organize/coordinate the Working Groups?

Week 5 | Week of Oct 7:

- Agenda Development
- Prepping for and following up on meetings
 - Task list prior to and immediately following meetings
- What else can be done now to help organize/coordinate the Working Groups?

Week 6 | Week of Oct 14:

- Building + Maintaining Partner Relationships
 - Politics
 - Transparency + trust
 - Keeping in touch, and keeping partners engaged
- What else can be done now to help organize/coordinate the Working Groups?

Week 7 | Week of Oct 21:

- Time Management & Prioritizing
 - Check in on workload and how time-management and prioritization is going
 - Staying true to role's scope for highest success of team
- What else can be done now to help organize/coordinate the Working Groups?

Week 8 | Week of Oct 28:

- Facilitation
 - Basic options for discussion structure (on phone and in meetings)
 - Active listening
 - Summarizing key items and next steps
 - Note-taking
- What else can be done now to help organize/coordinate the Working Groups?

Week 9 | Week of Nov 4:

- Facilitation
 - Further discussion on common challenges that arise in facilitation, and techniques for preventing and addressing such challenges
- Leadership
 - What does it mean to help 'lead' while serving in a neutral coordinator and/or facilitator role?

- What else can be done now to help organize/coordinate the Working Groups?

Week 10 | Week of Nov 11:

- Process design
 - Looking at the big picture and connecting the dots between project components and between timescales
- Excel: the basics for project management and budgeting

Week 11 | Week of Nov 18: Spillway week— *exact focus points custom, based on need-* e.g., expand upon previous conversations that would benefit from more time and discussion; help review and work through Alexandria's projects/drafts or any challenges/questions; more training on specific tools if needed

Week 12 | Week of Nov 25: Spillway week— *exact focus points custom, based on need*

Week 13 | Week of Dec 2: Spillway week— *exact focus points custom, based on need*

Week 14 | Week of Dec 9: Spillway week— *exact focus points custom, based on need*

Detailed Budget

| Personnel Hours | | | | |
|------------------------|-------------|-------------|--------------------|---|
| | Unit | Rate | Subtotal | Notes |
| Time with AS/team | 38 | 75 | 2,850.00 | ~2 hrs/week for 14 weeks (~28 hrs), additional hours if needed (e.g., calls w/ conveners for check-ins or to clarify priorities; more time with AS on topics of particular importance/need) |
| Prep/follow up | 18 | 75 | 1,350.00 | ~1 hr/week for 14 weeks (~14 hrs), some additional hours will inevitably be needed for items that require more preparation or for Rianne to help review AS's work when relevant/desired |
| Total Personnel | | | \$ 4,200.00 | Proposed budget, not to exceed |

| Optional Travel: One roundtrip meeting in Oct or Nov, if desired | | | | |
|---|-------------|-------------|------------------|---|
| | Unit | Rate | Subtotal | Notes |
| Mileage | 353 | 0.585 | 206.51 | One roundtrip meeting in Oct or Nov; Roundtrip from Bend to Newport |
| Accommodation | 1 | 155 | 155.00 | One night, hotel |
| Per Diem | 2 | 49.5 | 99.00 | Two travel days, meals & incidentals (GSA rate) |
| Travel Hours | 8 | 40 | 320.00 | Partial hourly rate |
| Total Travel | | | \$ 780.51 | Proposed budget, not to exceed |

| | | |
|---------------------|--------------------|---|
| Total Budget | \$ 4,980.51 | Personnel + Travel, proposed budget, not to exceed |
|---------------------|--------------------|---|

ORS 279C REQUIREMENTS

- 1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
 - a) ORS 279C.580(3)(a) requires the prime contractor to include a clause in each subcontract requiring contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime contractor by the public contracting agency; and
 - b) ORS 279C.580(3)(b) requires the prime contractor to include a clause in each subcontract requiring contractor to pay an interest penalty to the first-tier subcontractor if payment is not made within thirty (30) days after receipt of payment from the public contracting agency.
 - c) ORS 279C.580(4) requires the prime contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a subcontractor and a lower-tier subcontractor or supplier.
- 2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.
- 3) Contractor shall not permit any lien or claim to be filed or prosecuted against the public contracting agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- 4) A notice of claim on contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
- 5) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 6) Contractor shall demonstrate to the Public Contracting Agency that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.
- 7) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the public contracting agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by

reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the public contracting agency is unable to determine the validity of any claim for labor or material furnished, the public contracting agency 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.

- 8) If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from the public contracting agency or contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
- 9) 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 contract, the person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- 10) 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 Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the 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 service.
- 11) Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540.

- 12) The Contractor must give notice to employees who work on this contract in writing, 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 the days per week that the employees may be required to work.
- 13) All employers, including Contractor, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
- 14) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- 15) The contract may be canceled at the election of public contracting agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- 16) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.
- 17) Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
- 18) In the performance of this contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies.
- 19) Contractor certifies that all subcontractors performing construction work under this contract will be registered with the Construction Contractors Board or licensed by the state Landscaper Contractors Board in accordance with 701.035 to 701.055 before the subcontractors commence work under this contract.
- 20) In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

FEDERAL AGENCIES:

- Agriculture, Department of
- Forest Service
- Soil Conservation Service
- Defense, Department of
- Army Corps of Engineers

- Environmental Protection Agency
- Interior, Department of
- Bureau of Sport Fisheries and Wildlife
- Bureau of Outdoor Recreation
- Bureau of Land Management
- Bureau of Indian Affairs
- Bureau of Reclamation
- Labor, Department of
- Occupational Safety and Health Administration
- Transportation, Department of
- Coast Guard
- Federal Highway Administration

STATE AGENCIES:

- Agriculture, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Soil and Water Conservation Commission
- State Engineer
- State Land Board
- Water Resources Board

LOCAL AGENCIES:

- City Council
- County Court
- County Commissioners, Board of
- Port Districts
- Metropolitan Service Districts
- County Service Districts
- Sanitary Districts
- Water Districts
- Fire Protection Districts