

SUPPLEMENTARY CONDITIONS

DEFINITIONS:

Whenever the word "OWNER" appears in these Contract Documents, it shall refer to:

Clackamas Soil and Water Conservation District  
22055 S. Beaver Creek Road  
Beaver Creek, Oregon 97004

OWNER'S PERSONNEL AT CONSTRUCTION SITE:

The presence or duties of the OWNER's personnel at a construction site, whether as onsite representative or otherwise, do not make the OWNER and its personnel (or lower tier subconsultants and their personnel) in any way responsible for those duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The OWNER and its personnel (or lower tier subconsultants and their personnel) have no authority to exercise any control over any construction Contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction Contractor(s) or other entity or any other persons at the site except the OWNER's own personnel.

INDEMNIFICATION:

Contractor agrees to defend, hold harmless, and indemnify OWNER from any and all claims of any kind including attorney's fees and expenses arising out of or relating to Contractor's work. OWNER shall be listed as an additional insured on all of Contractor's liability insurance policies.

Contractors, subcontractors, and equipment and material suppliers on the project, or their sureties, shall maintain no direct action against the OWNER, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the services performed. Only the OWNER will be the beneficiary of any undertaking by the OWNER.

INSURANCE:

Include the following parties or entities as additional insured:

OWNER: Clackamas Soil and Water Conservation District  
22055 S. Beaver Creek Road  
Beaver Creek, Oregon 97004

The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Worker's Compensation and related coverages:

State:	Statutory
Applicable Federal (e.g., Longshoreman's):	Statutory

Employer's Liability: \$500,000

In accordance with ORS 279C.530, Contractor shall promptly, as due, make payment to any entity furnishing care incident to sickness or injury, to employees of Contractor, of all sums which Contractor agrees to pay for such care and all moneys which Contractor deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Contractor and Subcontractors that employ workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide 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.

Contractor's General Liability shall include the following minimum coverage:

General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
(per person/Organization)	
Each Occurrence	\$1,000,000
(Bodily Injury and Property Damage)	

Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

Excess or Umbrella Liability:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

Automobile Liability under Paragraph 5.04.A.6:

Bodily Injury:	Each Person	\$1,000,000
	Each Accident	\$1,000,000
Property Damage:	Each Accident	\$1,000,000
	Combined Single Limit	\$1,000,000

Contractual Liability coverage shall provide coverage for not less than the following amounts:

Bodily Injury:	Each Accident	\$1,000,000
	Annual Aggregate	\$1,000,000
Property Damage:	Each Accident	\$1,000,000
	Annual Aggregate	\$1,000,000

PREVAILING WAGE AND OTHER STATUTORY REQUIREMENTS:

- A. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible, the following Laws or Regulations are included as mandated by statute or for the convenience of Contractor:  
Prevailing Wage Rates:
- (1) In accordance with ORS 279C.800 through 279C.870, concerning payment of not less than prevailing wage rates; each worker in each trade or occupation employed in the performance of the Work under these Contract Documents, either by Contractor, Subcontractor, or other person doing or contracting to do the whole or any part of the Work, shall be paid not less than the applicable prevailing wage rates included in the Contract Documents.
  - (2) Owner will pay the Commissioner of the Bureau of Labor and Industries the fee required by ORS 279C.825.
- B. Discrimination: In accordance with ORS 279A.110, Contractor shall not discriminate against minority, women, or emerging small business in obtaining required subcontracts.
- C. In accordance with ORS 279C.505, Contractor shall demonstrate that an employee drug testing program is in place.
- D. ORS 654.150 applies at the Construction Site. All costs incurred in complying with state statutes requiring sanitation facilities shall be borne by Contractor.
- E. Workers employed by Contractor shall not be able to collect for unpaid overtime unless a claim is filed with Contractor in accordance with ORS 279C.54.
- F. Person claiming not being paid in full for supplied labor or materials for performance of the Work has right to file notice of such claim. Notice shall be filed in accordance with ORS 279C.605.

CONTRACTOR IS SUBJECT TO 279C.520:

- (1) Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the contractor shall pay the employee at least time and a half pay for:
  - (a) (i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or
  - (ii) All overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
  - (b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.
- (2) Contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.
- (3) Contractor may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

- (4) Contractor shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins 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 contractor may require the employees to work.

CONTRACTOR IS SUBJECT TO 279C.530:

- (1) Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- (2) All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

CONTRACTOR IS SUBJECT TO ORS 279C.505:

Conditions concerning payment, contributions, liens, withholding, and drug testing.

- (1) Contractor shall:
  - (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
  - (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
  - (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (2) In addition to the conditions specified in subsection (1) of this section, every public improvement contract shall contain a condition that the contractor shall demonstrate that an employee drug testing program is in place.

CONTRACTOR IS SUBJECT TO ORS 279C.510:

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

CONTRACTOR IS SUBJECT TO ORS 279A.167:

- (1) Contractor shall complete training required by ORS 279A.167 and possess a certificate of completion issued by the Oregon Department of Administrative Services.

NOISE CONTROL AND DUST CONTROL:

The Contractor shall comply with Clackamas County noise control ordinances and noise abatement requirements.

The Contractor shall comply with Clackamas County and Oregon Department of Environmental Quality dust control ordinances and regulations regarding dust control.

The cost of noise and dust control as necessary to construct the work in compliance with specification, construction Drawings, and permits shall be included in Contractor's Bid.

UTILITY LOCATE, POTHOLING, AND PROTECTION OF EXISTING PUBLIC AND PRIVATE UTILITIES:

The Contractor shall, immediately upon execution of Agreement with Owner, issue a utility locate request required by law, pothole public and private utilities as marked or otherwise identified on the Drawings, and provide to Owner and OWNER a list of any and all utility conflicts with the project work. This list shall be provided within 8 days of Agreement execution as well as a plan to address any utility conflicts.

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless acknowledged by the OWNER and Owner, and then only after arranging with the utility provider and affected parties to temporarily interrupt existing utilities or permanently relocate utilities according to requirements indicated. This includes private utilities within the Project Construction Limits.
  1. Contact utility locate as required by regulation. Coordinate with OWNER to identify existing private utilities.
    - a) Contractor shall mark, or have marked, all public and private utilities crossing over or under the work zone.
    - b) Contractor shall pothole buried utilities to establish alignment and depth of buried utilities. Notify OWNER of any and all existing utilities that conflict with construction as shown on the Drawings.
    - c) Contractor shall flag, or have flagged, all overhead utilities crossing over the work zone.
    - d) Contractor shall sign, at ground level, all overhead power crossing the work zone.
  2. Coordinate with utility provider for utility locates, protection-in-place, temporary interrupt and reconnect, temporary move and reinstall, or relocate and reconnect.
    - a. Contractor shall pay all costs and comply with all conditions of the public utility for protecting utilities in place, temporarily moving utilities without interruption, temporarily interrupting utilities and reconnecting, and/or permanently relocating utilities as required to affect the work. The same conditions apply to private utilities.
  3. Coordinate with OWNER for planned temporary interruption of existing utility services as necessary to effect the work. Where indicated to protect-in-place existing utilities, plan to construct the project work without interruption of existing utility service.
    - a. Provide 7 days advance notice of planned temporary interruption of existing utility services.
    - b. Provide 48 hours advance notice of planned temporary interruption of existing utility services.
    - c. Coordinate and conduct planned temporary interruption of existing utility services such that interruption does not exceed 1-hour duration.
  4. Contact utility provider as applicable, immediately upon damaging existing utilities whether previously marked or unmarked.
    - a. Contractor shall repair, or have repaired all, existing utilities damaged by the Contractor in effecting the work.
    - b. Contractor shall pay all costs and comply with all conditions required for repair of existing utilities damaged by the Contractor in effecting the work.

DELIVERY AND STAGING LOCATION:

Material delivery to the project site is the responsibility of the Contractor.

Contractor shall restore, to preconstruction conditions, all staging area locations and access ways to approved staging area locations.

ACCESS TO THE WORK AREA AND LAYDOWN AREAS:

The Contractor can anticipate access to the work within the Project Construction Limits via public roadways, access points identified by the Owner, and any other access points that are properly secured by the Contractor.

The Contractor Shall:

- A. Limit the use of any public road access to the traveled lanes provided to the public.
- B. Comply with applicable specification sections, and Clackamas County permit conditions regarding use of all roads and restoration of roads within the Project Construction Limits.
- C. Secure Clackamas County Permits and comply with all terms of said permits for;
  1. Use of public roads for construction access, as required.
  2. Construction in any and all public rights-of-way (roads) as indicated on the Drawings. statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier.

SPECIAL PROVISIONS

1. The Contractor assures and certifies that it will comply with the minimum-wage and maximum hour provisions of the Federal Fair Labor Standards Act.

END OF SUPPLEMENTARY CONDITIONS