



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Brown Contracting Inc., for the Fuller-Causey Crosswalk Improvement Project. Total value is \$268,515.00. Funding through Safe Routes to School Grant and the Community Road Fund. County General Funds are not involved.**

<b>Purpose/Outcome</b>	The contract will construct such improvements as advance warning signs, rectangular rapid flashing beacons, a center lane pedestrian refuge and curb ramps on the east and west side of SE Fuller Road.
<b>Dollar Amount and Fiscal Impact</b>	Contract value: \$268,515.00
<b>Funding Source</b>	County Road funds: \$214,932.65 ODOT Safe Route to School funding of \$53,582.35
<b>Duration</b>	Contract Execution through December 31, 2022.
<b>Previous Board Action/Review</b>	10/11/18: BCC authorized DTD to apply for the Safe Routes to School grant. 03/18/19: BCC executed Intergovernmental Agreement No. 33116 with Oregon Department of Transportation for the Fuller Causey Crosswalk Improvement Project. 1/12/21: Discussion with the BCC at issues for the BCC approval of Resolution Declaring the Public Necessity for the acquisition of right of way. 1/14/21: BCC approval of Resolution Declaring the Public Necessity for the acquisition of right of way. 4/26/22: Discussion item at issues
<b>Strategic Plan Alignment</b>	1. This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience safe roads in good condition." 2. This item aligns with "Ensure safe, healthy and secure communities" by adding advance warning signs, rectangular rapid flashing beacons, a center lane pedestrian refuge, and curb ramps thereby ensuring safer pedestrian travel, particularly children, within the community, which will add to the overall safe travel of the community.
<b>Counsel Review</b>	Counsel Date: April 4, 2022 Counsel Initials: AN
<b>Procurement Review</b>	Was this project processed through Procurement? Yes.
<b>Contact Person</b>	Mike Ward, Civil Engineer 503-742-4688
<b>Contract No.</b>	5354

**BACKGROUND:** A Safe Routes to School (SRTS) study was performed at Lot Witcomb Elementary School in 2017 that identified the need for an enhanced crossing at the south leg of the intersection of SE Fuller Rd and SE Causey Ave/SE Harmony Dr. A SRTS Program Grant was obtained and the project consists of advance warning signs, rectangular rapid flashing beacons, a center lane pedestrian refuge, and curb ramps on the east and west side of SE Fuller Rd.

The SRTS grant with ODOT (Agreement No. 33116) was executed on March 18, 2019. This grant provided funds of \$148,470 to go towards the design and construction of the project. After the design expenses, the remaining balance of the grant, \$53,582.35, will be allocated for construction. This results in an addition \$214,932.65 of County Road fund being allocated to cover remaining construction costs.

**PROCUREMENT PROCESS:** This project was advertised in accordance with ORS and LCRB Rules on February 8, 2022. Bids were publicly opened on March 10, 2022. The County received one (1) bid: Brown Contracting, Inc., \$268,515.00. After review of the bid, Brown Contracting, Inc. was determined to be the lowest responsive bidder.

**RECOMMENDATION:** Staff respectfully recommends that the Board approve and sign this public improvements contract with Brown Contracting, Inc, for the Fuller- Causey Crosswalk Improvement Project.

Sincerely,

*Mike Ward*

Mike Ward,  
Civil Engineer  
Department of Transportation and Development

Placed on the BCC Agenda \_\_\_\_\_ by Procurement



**CLACKAMAS COUNTY**  
**PUBLIC IMPROVEMENT CONTRACT**  
Contract #5354

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **Brown Contracting Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

**Project Name: # 2022-16 Fuller-Causey Crosswalk Improvement Project**

**1. Contract Price, Contract Documents and Work.**

The Contractor, in consideration of the sum of **Two Hundred Sixty Eight Thousand Five Hundred Fifteen Dollars (\$268,515.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Prevailing Wage Rates
- Plans, Specifications and Drawings

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Fuller & Causey Crosswalk Improvements (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2018) referenced therein.

The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default

**2. Representatives.**

Contractor has named Jack Rubin as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Mike Ward as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

**3. Key Persons.**

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the

Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive:** Jack Rubin shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

**Project Manager:** Jack Rubin shall be the Contractor's project manager and will participate in all meetings throughout the project term.

**Job Superintendent:** DJ Brown shall be the Contractor's on-site job superintendent throughout the project term.

**Project Engineer:** Jack Rubin shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

#### **4. Contract Dates.**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: September 30, 2022

FINAL COMPLETION DATE: December 31, 2022

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

#### **5. Insurance Certificates and Required Performance and Payment Bonds.**

5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

5.2 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

5.2.1 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in

addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

5.4 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

5.4.1 Such insurance shall be maintained until Owner has occupied the facility.

5.4.2 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

5.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

5.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have

a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

5.8 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

5.9 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

## **6. Responsibility for Damages/Indemnity.**

6.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

6.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section 6.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.2.

6.3 In claims against any person or entity indemnified under Section 6.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 6.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **7. Tax Compliance.**

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in 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 County 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: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County 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 performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

#### **8. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

#### **9. Counterparts.**

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

#### **10. Integration.**

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

#### **11. Liquidated Damages**

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:  
11.1.1. \$ 1,000 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b) and 00180.85 (c).

**12. Compliance with Applicable Law.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

**13. Responsibility for Taxes.** Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

**In witness whereof,** Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:  
Brown Contracting Inc.  
P.O. Box 26439  
Eugene, Oregon 97402

Contractor CCB # 114260    Expiration Date: 5/30/2023  
Oregon Business Registry # 514118-83    Entity Type: DBC    State of Formation: Oregon

*Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.*

Brown Contracting Inc.


Clackamas County

Sean Emrick    4/5/2022  
Authorized Signature    Date

\_\_\_\_\_    \_\_\_\_\_  
Chair    Date

Sean Emrick, Vice President  
Name / Title Printed

\_\_\_\_\_  
Recording Secretary

APPROVED AS TO FORM  
  
\_\_\_\_\_  
County Counsel    04/06/2022  
Date





**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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CLACKAMAS COUNTY  
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2022-16  
Fuller-Causey Crosswalk Improvement Project  
February 8, 2022

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **Fuller-Causey Crosswalk Improvement Project** until **March 10, 2022, 2:00 PM**, Pacific Time, ("Bid Closing") at the following location:

**DELIVER BIDS TO:** Clackamas County Procurement Division via email to [procurement@clackamas.us](mailto:procurement@clackamas.us).

Bidding Documents can be downloaded from the state of Oregon procurement website ("OregonBuys") at the following address: <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No.S-C01010-00002018.

Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

Engineers Estimate: \$150,000.00 - \$200,000.00

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at [TWhitley@clackamas.us](mailto:TWhitley@clackamas.us)

Bids will be opened and publicly read aloud at the above Delivery address after the Bid Closing. Bid results will also be posted to the OregonBuys listing shortly after the opening.

To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Electrical (ELEC).**

**State Prevailing Wage**

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2022, which can be downloaded at the following web address:

[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx) The Work will take place in Clackamas County, Oregon.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### INSTRUCTIONS TO BIDDERS

Clackamas County Local Contract Review Board Rules (“LCRB Rules”) govern this procurement process. LCRB Rules may be found at: <http://www.clackamas.us/code/documents/appendixc.pdf>. The Instructions to Bidders is applicable to the procurement process for Clackamas County, or any component unit thereof identified on the Notice of Public Improvement Contract Opportunity, herein after referred to as the “Owner.”

#### **Article 1. Scope of Work**

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, and Plans, Specifications and Drawings.

#### **Article 2. Examination of Site and Conditions**

Before making a Bid, the Bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The Bidder shall also make a careful examination of the Project Manual including the plans, specifications, and drawings and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these steps will not release the successful Bidder from entering into the contract nor excuse the Bidder from performing the work in strict accordance with the terms of the contract at the price established by the Bid.

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such

Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

#### **Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications**

If any Bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such Bidder may submit to the Architect (read "Engineer" throughout in lieu of Architect as appropriate) a written request for an interpretation thereof at least ten (10) calendar days prior to the date set for the Bid Closing.

When a prospective Bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Architect in the Project Manual, the Bidder may submit to the Architect a written request for approval of such substitute at least ten (10) calendar days prior to the date set for the Bid Closing. The prospective Bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a

manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. All Addenda will be posted to the OregonBuys listing and will become a part of the Project Manual. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

When the Architect approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

#### **Article 4. Security to Be Furnished by Each Bidder**

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be

forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

#### **Article 5. Execution of Bid Bond**

Should the Bidder elect to utilize a Bid bond as described in Article 4 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

- A. Bid bonds must be executed on the County forms, which will be provided to all prospective Bidders by the Owner.
- B. The Bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. The corporation seal should then be affixed to the bond.
- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

#### **Article 6. Execution of the Bid Form**

Each Bid shall be made in accordance with: (i) the sample Bid Form accompanying these instructions; (ii) the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; (iii) numbers pertaining to base Bids shall be stated both in writing and in figures; and (iv) the Bidder's address shall be typed or printed.

The Bid Form relates to Bids on a specific Project

Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the Bid. Each Bidder shall Bid upon the work exactly as specified and provided in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the Contract. The Bidder shall Bid upon all alternates that may be indicated on the Bid Form. When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates are shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

#### **Article 7. Prohibition of Alterations to Bid**

Bids that are incomplete, or contain ambiguities or have differing conditions required by the Bidder, including requested changes or exceptions to the Public Improvement Contract form or other portions of the Project Manual, may be rejected in Owner's sole and absolute discretion.

#### **Article 8. Submission of Bid**

Each Bid shall be sealed in an envelope, properly addressed to the Owner, showing on the outside of the envelope the name of the Bidder and the name of the project. Bids will be received at the time and place stated in the Notice of Public Improvement Contract Opportunity.

#### **Article 9. Bid Closing and Opening of Bids**

All Bids must be received by the Owner at the place and time set for the Bid Closing. Any Bids received after the scheduled Bid Closing time for receipt of Bids will be rejected.

At the time of opening and reading of Bids, each Bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Bids.

Generally, Bid results will be posted to the Procurement Website within a couple hours of the opening.

#### **Article 10. Acceptance or Rejection of Bids by Owner**

Unless all Bids are rejected, the Owner will award a contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the contract, it will be awarded to the next lowest responsible Bidder or Bidders in succession.

The Owner reserves the right to reject all Bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

The Owner reserves the right to hold the Bid and Bid security of the three lowest Bidders for a period of thirty (30) calendar days from and after the time of Bid opening pending award of the contract. Following award of the contract the Bid security of the three lowest Bidders may be held twenty (20) calendar days pending execution of the contract. All other Bids will be rejected and Bid security will be returned.

In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all authorized base Bids as well as alternates or combinations indicated in the Bid Form.

If no Bid has been accepted within thirty (30) calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted and request the return of the Bid security.

#### **Article 11. Withdrawal of Bid**

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the submission of another Bid by such Bidder prior to the time set for the Bid Closing.

After the time set for the Bid Closing, no Bidder will be permitted to withdraw its Bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

#### **Article 12. Execution of Contract, Performance Bond and Payment Bond**

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after

the completion of the award protest period. The Bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within seven (7) calendar days after receipt of the contract forms. The contract forms shall be delivered to the Owner in the number called for and to the location as instructed by the Owner.

### **Article 13. Recyclable Products**

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

### **Article 14. Clarification or Protest of the Solicitation Document or Specifications**

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in the applicable section of the LCRB Rules to the Procurement Representative referenced in the Notice of Public Improvement Contract Opportunity.

A protest of the Solicitation Document must be received within seven (7) business days of the issuance of the Bid or within three (3) business days of issuance of an addendum.

Requests for clarification may be submitted no less than five (5) business days prior to the Bid Closing Date.

### **Article 15. Protest of Intent to Award**

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the Clackamas County Procurement Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-

049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

### **Article 16. Disclosure of First-Tier Subcontractors**

Within two (2) working hours after the Bid Closing, all Bidders shall submit to the County a disclosure form identifying any first-tier subcontractors (those entities that would be contracting directly with the prime contractor) that will be furnishing labor and materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) Five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000, regardless of the percentage of the total contract price.

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us).



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**Project Name: #2022-16 Fuller-Causey Crosswalk Improvement Project**

**The following modify the Clackamas County “Instructions to Bidders” for this Project. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.**

1. To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Electrical (ELEC).**
2. **Email of Bids** - The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date 2:00 p.m. Pacific Time, **March 10, 2022**. The Bid must be emailed to the following address: [Procurement@clackamas.us](mailto:Procurement@clackamas.us). **The email subject line must read “Bid for #2022-16 Fuller-Causey Crosswalk Improvement Project.”** Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion.  
Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

**ZOOM LINK**

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/86171156221>

Meeting ID: 861 7115 6221

One tap mobile

+16699006833,,86171156221# US (San Jose) 12532158782,,86171156221# US  
(Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 861 7115 6221

Find your local number: <https://clackamascounty.zoom.us/j/86171156221>

**\*\*The Apparent Low bid results will be posted to the projects OregonBuys listing as soon as possible following the bid opening.**

- 3. Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted by hand delivery to the location the Bid was due or may email the completed Forms to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). “Good Faith Effort” is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole and absolute determination of Clackamas County. Only those Bidders that Clackamas County has determined have not sufficiently performed Good Faith Effort shall have protest rights of the determination for such Bidder. No Bidder shall have protest rights of the sufficiency of any other Bidder completing Good Faith Effort.





CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: 2022 City of Gladstone ADA Ramps & Sidewalks Project
(CD #1795)

We, BROWN CONTRACTING, INC., as "Principal,"
(Name of Principal)

and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, an CONNECTICUT Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind
ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto
Clackamas County ("Obligee") the sum of (\$ (\*\*\*\*10%\*\*\*\*))

NOT TO EXCEED TEN PERCENT OF AMOUNT BID\*\*\* dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or
bid to an agency of the Obligee in response to Obligee's procurement document (No. ) for the
project identified above which proposal or bid is made a part of this bond by reference, and Principal is
required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid
pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter
into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds
as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful
performance of such Contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof
between the amount specified in said bid and such larger amount for which the Obligee may in good
faith contract with another party to perform the Work covered by said bid, then this obligation shall be
null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly
authorized legal representatives this 24th day of FEBRUARY, 2022.

Principal: BROWN CONTRACTING, INC.

Surety: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: [Signature]

By: Attorney-In-Fact

Signature

Vice President

[Signature]

Official Capacity

Name

Attest: [Signature]
Corporation Secretary

ONE TOWER SQUARE-2SHS

Address

HARTFORD, CONNECTICUT 06183

City

State

Zip

541-741-0550

Phone

541-741-1674

Fax



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

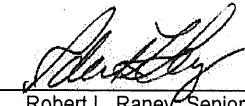
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robin Baird** of **SPRINGFIELD**, **Oregon**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

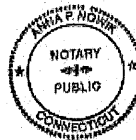
City of Hartford ss.

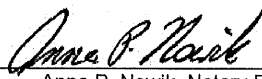
By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

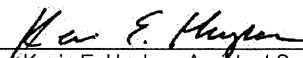
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24TH** day of **FEBRUARY**, 2022



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2022-16 Fuller-Causey Crosswalk Improvement Project  
BID CLOSING: March 10, 2022, 2:00 PM, Pacific Time  
BID OPENING: March 10, 2022, 2:05 PM, Pacific Time

FROM: Brown Contracting, Inc.  
*Bidder's Name (must be full legal name, not ABN/DBA)*

TO: Clackamas County  
Procurement Division – [procurement@clackamas.us](mailto:procurement@clackamas.us)

1. Bidder is (check one of the following and insert information requested):

- a. An individual; or
- b. A partnership registered under the laws of the State of \_\_\_\_\_; or
- c. A corporation organized under the laws of the State of OREGON; or
- d. A limited liability corporation organized under the laws of the State of \_\_\_\_\_;

and authorized to do business in the State of Oregon hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows:

Two hundred sixty-eight thousand five hundred fifteen dollars and zero cents Dollars (\$ 268,515.- )

and the Undersigned agrees to be bound by the following documents:

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form

• ADDENDA numbered — through —, inclusive (fill in blanks)

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications: **N/A**

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with the project specifications: **Provide the attached Bid Schedules with Bid.**

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for **Fuller & Causey Crosswalk Improvements**

5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of Alternatives (if any).

6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

Travelers Surety Co.

(name of surety company - not insurance agency)

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

9. The undersigned  **HAS**,  **HAS NOT** (check one) paid unemployment or income taxes in Oregon within the past 12 months and  **DOES**,  **DOES NOT** (check one) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is 114260. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is SAIF Corp., Policy No. 523102, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):

Project Executive:	<u>Kaleb Neu</u>	Cell Phone:	<u>541-912-4591</u>
Project Manager:	<u>Kaleb Neu</u>	Cell Phone:	<u>541-912-4591</u>
Job Superintendent:	<u>Nella Hill</u>	Cell Phone:	<u>503-928-1130</u>
Project Engineer:	<u>Kaleb Neu</u>	Cell Phone:	<u>541-912-4591</u>

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

**REMINDER:** Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM Brown Contracting  
ADDRESS PO Box 26439  
Eugene, OR 97402  
TELEPHONE NO 541-338-9345  
EMAIL Sean@browncontracting.net  
SIGNATURE 1) \_\_\_\_\_  
Sole Individual  
or 2) \_\_\_\_\_  
Partner  
or 3) Sean, vice-president  
Authorized Officer or Employee of Corporation

\*\*\*\*\* END OF BID \*\*\*\*\*

BID SCHEDULE

Fuller / Causey Crosswalk Improvement Project						
Spec No.	Item No.	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT PRICE	TOTAL PRICE
<b>MOBILIZATION AND EXTRA WORK AS AUTHORIZED</b>						
0196	1	EXTRA WORK AS AUTHORIZED	FA	-	-	\$15,000.00
0210	2	MOBILIZATION	LS	ALL	21,000.-	21,000.-
<b>TRAFFIC CONTROL</b>						
0225	3	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	3,511.-	3,511.-
<b>EROSION CONTROL</b>						
0280	4	EROSION CONTROL	LS	1	500.-	500.-
0280	5	SEDIMENT BARRIER, TYPE 8	FT	117	1.-	117.-
0280	6	INLET PROTECTION, TYPE 3	EACH	5	100.-	500.-
0290	7	POLLUTION CONTROL PLAN	LS	1	100.-	100.-
<b>ROADWORK</b>						
0305	8	CONSTRUCTION SURVEY WORK	LS	1	5,000.-	5,000.-
0310	9	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	1,000.-	1,000.-
0310	10	REMOVAL OF CURB RAMP, WALK, CURB, SURFACING	SY	55	111.-	6,105.-
0310	11	REMOVAL OF FENCES	LS	1	500.-	500.-
0310	12	ASPHALT PAVEMENT SAW CUTTING	FT	250	7.-	1,750.-
0320	13	CLEARING AND GRUBBING	LS	1	100.-	100.-
0330	14	GENERAL EXCAVATION	CUYD	30	420.-	12,600.-
<b>DRAINAGE AND SEWERS</b>						
0490	15	FILLING ABANDONED STRUCTURES	EACH	1	2,500.-	2,500.-
0490	16	ADJUSTING BOXES	EACH	2	1,200.-	2,400.-
<b>BASES</b>						
0620	17	COLD PLANE PAVEMENT REMOVAL, 0 - 2 INCHES DEEP	SQYD	247	40.-	9,880.-
0641	18	AGGREGATE BASE	TON	16	320.-	5,120.-
<b>WEARING SURFACES</b>						
0744	19	LEVEL 3, 1/2 INCH ACP MIXTURE	TON	60	315.-	18,900.-
0759	20	CONCRETE CURBS, LOW PROFILE MOUNTABLE CURB	FT	88	88.-	7,744.-
0759	21	CONCRETE CURBS, STANDARD CURB	FT	54	120.-	6,480.-
0759	22	CONCRETE CURBS, CURB AND GUTTER	FT	42	135.-	5,670.-
0759	23	CONCRETE ISLANDS	SQFT	24	82.-	1,968.-
0759	24	CONCRETE WALKS	SQFT	916	19.-	17,404.-
0759	25	EXTRA FOR NEW CURB RAMPS	EACH	4	1,200.-	4,800.-
0759	26	TRUNCATED DOMES ON NEW SURFACES	EACH	6	800.-	4,800.-
<b>PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES</b>						
0855	27	BI-DIRECTIONAL YELLOW TYPE I AR MARKERS	EACH	26	40.-	1,040.-
0865	28	THERMOPLASTIC, EXTRUDED, SURFACE, NON-PROFILED	FT	188	9.-	1,692.-
0867	29	PAVEMENT BAR, TYPE D	SF	156	29.-	4,524.-
<b>PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS</b>						
0905	30	REMOVE AND REINSTALL EXISTING SIGNS	LS	1	750.-	750.-
0930	31	PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS	EACH	2	880.-	1,760.-
0990	32	FLASHING BEACON INSTALLATION, FULLER & CAUSEY, COMPLETE	LS	1	94,500.-	94,500.-
<b>RIGHT OF WAY DEVELOPMENT AND CONTROL</b>						
1030	33	LAWN SEEDING	SQYD	62	40.-	2,480.-
1040	34	TOPSOIL	CUYD	2	360.-	720.-
1070	35	MULTIPLE MAILBOX SUPPORT	EACH	8	700.-	5,600.-
<b>TOTAL</b>						<b>268,515.-</b>

PROPOSED COST BID SCHEDULE 268,515.-

PROPOSED COST BID SCHEDULE Two hundred sixty-eight thousand five hundred fifteen dollars and zero cents  
(Numerically)  
(Written in Words)

COMPANY NAME Brown Contracting, Inc.

AUTHORIZED SIGNATURE 

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
**PROJECT: #2022-16**

**BID OPENING: March 10, 2022, 2:00 PM, Pacific Time**

**Failure to submit this Form by the disclosure deadline will result in a nonresponsive bid.**

**INSTRUCTIONS:**

This First-Tier Subcontractor Disclosure Form ("Form") must be submitted and received at the location specified in the Notice of Public Improvement Contract Opportunity on the advertised Bid Closing, and within two working hours after the advertised Bid Closing Time.

The Form may be mailed, hand-delivered or emailed to: Procurement@clackamas.us. It is the responsibility of Bidders to submit this Form and any additional sheets with the Project name clearly marked on the envelope or the subject line of the email.

Subcontractor lists may be submitted with the bid in the same envelope or email at the Bid Closing date and time. Subcontractor lists **MUST** be submitted within **two (2) hours** of the Bid Closing date and time.

List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter **"NONE"** if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. ATTACH ADDITIONAL SHEETS IF NECESSARY.

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	<u>Prairie Electric</u>	<u>\$75,833</u>	<u>Electrical</u>
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Firm Name: Brown Contracting, Inc.

Bidder Signature: [Signature] Phone # 541-338-9345

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
SUBCONTRACTOR AND SELF-PERFORMED WORK LIST  
(FORM 1)**

Prime Contractor Name: *Brown Contracting*

Total Contract Amount: *\$208,515*

Project Name: # 2022-16 Fuller-Causey Crosswalk Improvement Project

<b>PRIME SELF-PERFORMING:</b> Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.	
<u>DOW BIDDER WILL SELF-PERFORM (GFE not required)</u>	
<i>Excavation</i>	
<i>Earthwork + Grading</i>	
<i>Concrete</i>	
<i>Trucking</i>	
<i>Flagging</i>	

**PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS**, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Hand delivery to Procurement, 2051 Kaen Road, Oregon City, OR 97045 or email to [procurement@clackamas.us](mailto:procurement@clackamas.us) within 2 hours of the BID/Quote Closing Date/Time

<b>LIST ALL SUBCONTRACTORS BELOW</b> Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	<b>Division of Work</b> (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	<b>DOLLAR AMOUNT OF SUBCONTRACT</b>	If Certified or self-reporting MBE/WBE/ESB Subcontractor  Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name <i>JBL Signs + Striping</i> Address <i>319 A St.</i> City/St/Zip <i>Springfield OR 97477</i> Phone# <i>541-744-8041</i> OCCB# <i>230308</i>	<i>Signs &amp; Striping</i>	<i>\$13,524</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Name <i>All City Paving</i> Address <i>8890 Huff Ave.</i> City/St/Zip <i>Salem OR 97303</i> Phone# <i>503-393-4604</i> OCCB# <i>196360</i>	<i>Asphalt</i>	<i>\$10,740</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Name <i>Prairie Electric</i> Address <i>6000 NE 88th</i> City/St/Zip <i>Vanouver, WA 98665</i> Phone# <i>360-573-2750</i> OCCB# <i>60178</i>	<i>Electrical</i>	<i>\$75,833</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
M/W/ESB CONTACT / BIDS RECEIVED LOG  
(FORM 2)**

Prime Contractor: *Brown Contracting*  
Project: # 2022-16 Fuller-Causey Crosswalk Improvement Project

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors thru required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)	
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other, explain in N
<i>Affordable Electric</i>	<i>Electrical</i>	<i>3/3</i>	<i>3/7</i>	<i>Jean</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<i>not interested</i>
<i>Big Valley Electric</i>	<i>Electrical</i>	<i>3/3</i>	<i>3/7</i>	<i>Ramiro</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<i>nm</i>
<i>Cox Electric</i>	<i>Electrical</i>	<i>3/3</i>	<i>3/7</i>	<i>Leanne</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<i>Replied no</i>
<i>JBL Signs - Striping</i>	<i>Signs + Striping</i>	<i>3/3</i>	<i>3/3</i>	<i>Leslie</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<i>\$13,524</i>	<i>yes will bid</i>
<i>Castello Signs</i>	<i>Signs</i>	<i>3/3</i>	<i>3/7</i>	<i>Tara</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<i>no</i>
<i>Egan!</i>	<i>Signs</i>	<i>3/3</i>	<i>3/7</i>	<i>Sakurako</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<i>maybe</i>
<i>CEI Ventures</i>	<i>Striping</i>	<i>3/3</i>	<i>3/7</i>	<i>Sol</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<i>not striping now</i>

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
M/W/ESB CONTACT / BIDS RECEIVED LOG  
(FORM 2)**

Prime Contractor: *Brown Contracting*  
Project: # 2022-16 Fuller-Causey Crosswalk Improvement Project

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors the required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)	
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other, explain in N
<i>Green Sweep</i>	<i>Striping</i>	<i>3/3</i>	<i>3/7</i>	<i>voice mail</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<i>left msg. twice</i>
<i>OR Asphalt + Striping</i>	<i>Striping</i>	<i>3/3</i>	<i>3/7</i>	<i>Kim</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<i>no</i>
<i>Kodiak Pacific</i>	<i>Asphalt</i>	<i>3/3</i>	<i>3/7</i>	<i>Amada</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>\$25,590</i>	<i>Yes</i>
<i>OR Asphalt</i>	<i>Asphalt</i>	<i>3/3</i>	<i>3/7</i>	<i>Kim</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<i>no</i>
<i>All City Parking</i>	<i>Asphalt</i>	<i>3/3</i>	<i>3/7</i>	<i>Julie</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<i>\$10,740</i>	<i>Yes bid. w</i>
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 107568197
Solicitation: #2022-16
Project Name: Fuller-Causey Crosswalk Improvement Project

Table with 3 columns: Surety information (Travelers Casualty and Surety Company of America), Bond Amount No. 1 (\$268,515.00\*\*), Bond Amount No. 2 (\*), and Total Penal Sum of Bond (\$268,515.00\*\*).

We, BROWN CONTRACTING, INC. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Two Hundred Sixty Eight Thousand Five Hundred Fifteen no/100's (\$268,515.00) (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety;

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in

all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.


Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County, be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this 6 day of APRIL, 2022 .

**PRINCIPAL:** BROWN CONTRACTING, INC.

By:   
Signature  
Vice-President  
Official Capacity

Attest:   
Corporation Secretary

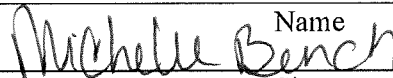
**SURETY:** TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

*[Add signatures for each if using multiple bonds]*

**BY ATTORNEY-IN-FACT:**

*[Power-of-Attorney must accompany each bond]*

MICHELLE BENCH  
Name

  
Signature

ONE TOWER SQUARE-2SHS  
Address

HARTFORD CONNECTICUT 06183  
City State Zip

541-741-0550 541-741-1674  
Phone Fax



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 107568197
Solicitation: #2022-16
Project Name: Fuller-Causey Crosswalk Improvement Project

Table with 3 columns: Surety Name, Bond Amount No., and Amount. Includes entries for Surety #1, Surety #2, and Total Penal Sum of Bond.

We, BROWN CONTRACTING, INC., as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Two Hundred Sixty Eight Thousand Five Hundred Fifteen no/100's (\$268,515.00)\*\* (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety;

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and

shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

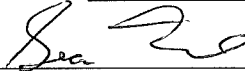
Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this 6 day of APRIL, 2022.

**PRINCIPAL:** BROWN CONTRACTING, INC.

By: 

Vice-President  
Signature

Attest:   
Official Capacity

Corporation Secretary

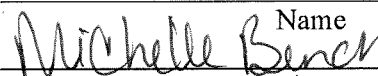
**SURETY:** TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

*[Add signatures for each if using multiple bonds]*

BY ATTORNEY-IN-FACT:

*[Power-of-Attorney must accompany each bond]*

MICHELLE BENCH  
Name

  
Signature

ONE TOWER SQUARE-2SHS  
Address

HARTFORD CONNECTICUT 06183  
City State Zip

541-741-0550 541-741-1674  
Phone Fax

541-741-0550 541-741-1674  
Phone Fax

541-741-0550 541-741-1674  
Phone Fax



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

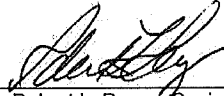
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michelle Bench** of **SPRINGFIELD, Oregon**, their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

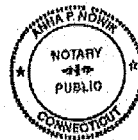
City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6** day of **APRIL**, 2022



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT  
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

**PROJECT: #2022-16 Fuller-Causey Crosswalk Improvement Project**

**Project Background:**

The Clackamas County Department of Transportation completed A Safe Routes to School (“SRTS”) study at Lot Witcomb Elementary School in 2017 that identified the need for an enhanced crossing on the south leg of the intersection of SE Fuller Rd and SE Causey Ave/SE Harmony Dr. A SRTS Program Grant was obtained and the project will consist of advance warning signs, rectangular rapid flashing beacons, a center lane pedestrian refuge and curb ramps on the east and west side of SE Fuller Rd.

Road improvements will also include mobilization, temporary traffic control, construction survey, drainage work, permanent traffic control, base work, and asphalt and concrete wearing surfaces

**Engineers Estimate:** \$150,000.00 - \$200,000.00

**Key Dates:**

All Basic Bid Work may begin as soon as the Notice to Proceed (“NTP”) is issued

Substantial Completion: September 30, 2022

Final Completion: December 31, 2022

Time is of the essence for this Project. Note the Liquidated Damages requirements as described in the project Specifications.

**The Scope further includes the following Plans, Specifications and Drawings:**

SPECIAL PROVISIONS FOR Fuller & Causey Crosswalk Improvements, dated Summer 2022 (55 pages)

FULLER- CAUSEY SAFE ROUTES TO SCHOOL CROSSWALK IMPROVEMENTS Drawing Set, Sheets No. 1; 1A-1B, 2-3, 3A-3E, 4-5,5A-5C, 6-7 (17 pages)



**SPECIAL PROVISIONS**

**FOR**

**Fuller & Causey Crosswalk Improvements**

**CLACKAMAS COUNTY DEPARTMENT OF  
TRANSPORTATION AND DEVELOPMENT**

**CLACKAMAS COUNTY, OREGON**

ELECTRICAL

**SUMMER 2022**




SE Fuller Rd at SE Causey Ave

SPECIAL PROVISIONS

FOR

# FULLER & CAUSEY CROSSWALK IMPROVEMENT PROJECT

**PROFESSIONAL OF RECORD CERTIFICATION(s):**

 <p>REGISTERED PROFESSIONAL ENGINEER 85714PE OREGON SEP. 13, 2011 MICHAEL JOSEPH WARD RENEWS: 6/30/2022</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the Fuller &amp; Causey Crosswalk Project.</p> <p>Sections: 00210, 00220 00225, 00280, 00290, 00310, 00320, 00330, 00331, 00350, 00370, 00445, 00490, 00641, 00730, 00738, 00744, 00850, 00905, 00930, 00940, 01030, 01040, 02040, 02050, 02110, 02190, 02450, 02530, 02560, 02640, 02690, and 02910.</p>
<p>Date Signed: <u>1/12/2022</u></p>	

## **SPECIAL PROVISIONS**

### **WORK TO BE DONE**

#### **FULLER & CAUSEY CROSSWALK, CLACKAMAS COUNTY, OREGON**

The Fuller & Causey Crosswalk Project is an electrical contract. This contract will install a Rectangular Rapid Flashing Beacon (RRFB) and median island along the southern leg of the intersection. Crosswalk ramps on the southern corners will be removed and replaced as part of this process. Fuller Rd is classified as a collector and has an average daily traffic count of 7,210 vehicles per day.

This contract will include, but not be limited to: installation of concrete ramps and median island, installing an RRFB, placing approximately, 60 tons of asphalt; grinding 250 square yards of asphalt; placing pavement markings and striping; removing and installing or reinstalling signs; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans. The project estimate for this contract is between \$100,000 and \$200,000.

### **APPLICABLE SPECIFICATIONS**

The Specification that is applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction" produced by the Oregon Department of Transportation and the Oregon Chapter or the APWA.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

### **CLASS OF PROJECT**

This is a Clackamas County Project and it is not federally funded.

### **CLASS OF WORK**

Electrical (ELEC)

## **Section 00110 – Organization, Conventions, Abbreviations and Definitions**

Comply with Section 00110 of the Standard Specifications modified as follows:

**00110.05(a) Grammar** - Add the following bullet to the bullet list:

For the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Replace the bullet that begins "Certain Subsections labeled "Payment" contain..." with the following bullet:

Certain Subsections labeled "Payment" contain statements to the effect that the accepted quantities "will be paid for at the Contract unit price, per unit of measurement, for the following items" (followed by a list of items). In such cases, the Agency will pay for only those Pay Items listed in the Schedule of Items.

**00110.05(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits**

Add the following to the first bullet (Statutes and Rules):

- Clackamas County's Local Contract Review Board (LCRB) Rules are accessible online on the County's website <https://dochub.clackamas.us/documents/drupal/ef976bc9-14f4-495b-9bd8-c69ee7334685>.

**00110.05(e) Reference to Websites** - Add the following bullet list to the end of this subsection:

American Traffic Safety Services Association (ATSSA)  
[www.atssa.com](http://www.atssa.com)

ODOT Construction Section  
[www.oregon.gov/odot/construction/pages/index.aspx](http://www.oregon.gov/odot/construction/pages/index.aspx)

ODOT Construction Section - Qualified Products List (QPL)  
[www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx](http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx)

Oregon Legislative Counsel  
[www.oregonlegislature.gov/lc](http://www.oregonlegislature.gov/lc)

Oregon Secretary of State: State Archives  
[sos.oregon.gov/archives/Pages/default.aspx](http://sos.oregon.gov/archives/Pages/default.aspx)

ODOT Traffic Control Plans Unit  
[www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx](http://www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx)

## 00110.10 Abbreviations

Add the following:

CCDA -	Clackamas County Development Agency
DTD -	Clackamas County Department of Transportation and Development
LCRB -	Local Contract Review Board
ODFW -	Oregon Department of Fish and Wildlife
UNS -	Utility Notification System
WES -	Water Environment Services of Clackamas County

## 00110.20 Definitions-Add the following to this subsection:

**Agreement Form** – The written agreement between the Owner and Contractor covering the work to be performed under the contract.

**Amendment** – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the Board of County Commissioners, pursuant to LCRB Rule Division C-049-160, prior to approval of such work.

**Approved Equal** - Materials or services proposed by the contractor and approved by the County as equal substitutes for those materials or services specified.

**Award** – Same as “Notice to Intent to Award”.

**BCC** – The Clackamas County Board of County Commissioners

**Bid** - A written offer by a bidder on forms furnished by the County to do work stated in the bid documents at the prices quoted. "Bid" is synonymous with "proposal" in these bid documents.

**Bid Closing** - The date and time for Bid Closing is the same as the date and time for Bid Opening.

**Bid Documents**- The following documents together comprise the Bid Documents:

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Schedule of Prices, Bid
- Bond, Performance Bond
- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 2018 edition.
- Plans and drawings

- Other bid documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions

**Bonds** -The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

**Change Order** - A price agreement for Extra Work, Changed Work, field directives or other changes. A Change Order does not change the contract value, scope, or time until it is incorporated into an Amendment. Change Orders will be agreed upon, in writing, by the County Project Manager and the Contractor's designated representative.

**Contract** - The written contract agreement, including amendments, signed by the Contractor and Clackamas County, which describes the work to be done, the contract amount, and defines the relationships and obligations of the Contractor and the County.

**Contract Documents** - The Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance and Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Standard Specifications and Special Provisions, Amendments, the Plans and Drawings, the Agreement, as well as all documents incorporated by reference therein, and any and all addenda prepared by or at the direction of and adopted by the County and further identified by the signature of the parties and all modifications thereof incorporated in the documents before their execution.

**County** - The term "County" shall mean Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

**Department** – A subdivision of the Agency.

**Engineer** - The County's Project Manager either acting directly or through an authorized representative(s). When referring to approval of extra work or other Contract modifications, "Engineer" also refers to the County's legal authority according to the LCRB rules.

**Invitation to Bid** - The public announcement (Notice to Contractors) inviting bids for work to be performed or materials to be furnished.

**Legal Holiday** - As defined in ORS 279C.540.

**Lump Sum** - A method of payment providing for one all-inclusive cost for the work or for a particular portion of the work.

**Notice of Intent to Award** - A written notice from the County notifying bidders that the County intends to award to the responsible bidder submitting lowest responsive bid.

**ODOT Procurement Office** – Clackamas County Procurement Division.

**Owner** – Synonymous with Agency.

**Plan Holder's List** – A list of contractor's names, contact names, phone and fax numbers that the County's Purchasing Department creates during bidding of the Project.

**Project Manager** – The Owner's representative who directly supervises the engineering and administration of the contract.

**Shop Drawings** – Synonymous with Working Drawings.

**Solicitation Document** – Synonymous with Bid Documents.

**Standard Drawings** – The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project. The Standard Drawings include the ODOT Standard Drawings.

**Standard Specifications** - "Oregon Standard Specifications for Construction", current edition, published by the Oregon Department of Transportation and as amended by **the Agency**.

**State** - Where the term "State" or "State of Oregon" or "ODOT" appears in the contract documents it shall mean "Clackamas County", "State of Oregon", or "ODOT" as applicable because of context.

Replace the sentence that begins "**Surfacing** – The Course or Courses..." with the following sentence:

**Surfacing** – The Course or Courses of material on the Traveled Way, auxiliary lanes, Shoulder, or parking areas for pedestrian, bicycle or vehicle use.

**Work Day** - Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and Legal Holidays.

Add the following to the end of this subsection:

See Clackamas County General Conditions for Public Improvement Contracts for additional definitions.

**END OF SECTION**

## Section 00120 – Bidding Requirements and Procedures

Comply with Section 00120 of the Standard Specifications modified as follows:

**00120.00 Prequalification of Bidders** - Replace with the following:

**00120.00 Prequalification of Bidders** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.01 General Bidding Requirements** – Replace with the following:

**00120.01 General Bidding Requirements** – See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.05 Request for Plans, Special Provisions, and Bid Booklets:** – Replace with the following:

**00120.05 Request for Plans, Special Provisions, and Bid Booklets:** – Bid documents may be obtained from the Clackamas County Procurement Division as indicated in Notice of Public Improvement Contract Opportunity.

Copies of the 2018 Oregon Standard Specifications for Construction and Supplements might be found on the Oregon Department of Transportation website at:

[http://www.oregon.gov/ODOT/Business/Pages/Standard\\_Specifications.aspx](http://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx)

**00120.10 Bid Booklet** - In the paragraph that begins "The Bid Section includes all pages after...", add the following bullet to the bullet list:

Certificate of nondiscrimination regarding ORS 279A.110 and certificate regarding policy and practice against sexual harassment, sexual assault and discrimination against employees who are members of a protected class as required by ORS 279A.112 (House Bill 3060, 2017)

**00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered** – Delete the third paragraph.

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** - Replace with the following:

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.40 Preparation of Bids** – Replace with the following:

**00120.40 Preparation of Bids** – See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.45 Submittal of Bids** - Replace with the following:



- 00120.45 Submittal of Bids** - See Clackamas County Public Improvement Contract: Instructions to Bidders.
- 00120.50 Submitting Bids for More than One Contract** – Delete this subsection.
- 00120.60 Revision or Withdrawal of Bids** - Replace with the following:
- 00120.60 Revision or Withdrawal of Bids** - See Clackamas County Public Improvement Contract: Instructions to Bidders.
- 00120.68 Mistakes in Bids** – Replace with the following:
- 00120.68 Mistakes in Bids** – See Clackamas County Public Improvement Contract: Instructions to Bidders.
- 00120.70 Rejection of Nonresponsive Bids** – Replace with the following:
- 00120.70 Rejection of Nonresponsive Bids** – See Clackamas County Public Improvement Contract: Instructions to Bidders.
- 00120.95 Opportunity for Cooperative Arrangement** – Delete this subsection.

## END OF SECTION

### Section 00130 – Award and Execution of Contract

Comply with Section 00130 of the Standard Specifications modified as follows:

- 00130.00 Consideration of Bids** - Delete third paragraph.
- 00130.10 Award of Contract** - Replace with the following:
- 00130.10 Award of Contract** - See Clackamas County Public Improvement Contract: Instructions to Bidders.
- 00130.15 Right to Protest Award** – Replace with the following:
- 00130.15 Right to Protest Award** – See Clackamas County Public Improvement Contract: Instructions to Bidders.
- 00130.30 Contract Booklet** – Add the following:

Other documents are part of the contract documents by reference. These include, but are not limited to:

- The "Oregon Standard Specifications for Construction", 2018 Edition, as published by the Oregon Department of Transportation (ODOT).

- “Oregon Standard Drawings” latest edition, as published by ODOT.
- Clackamas County Service District No. 1 "Surface Water Standard Specifications", latest edition.

**00130.40 Contract Submittals** - Replace with the following:

**00130.40 Contract Submittals** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00130.70 Release of Bid Guaranties** – Replace with the following:

**00130.70 Release of Bid Guaranties** – See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00130.80 Project Site Restriction-** Replace the paragraph that begins "Until the Agency sends...", with the following paragraph:

Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment or workers onto the Project Site.

## **END OF SECTION**

### **Section 00140 – Scope of Work**

Comply with Section 00140 of the Standard Specifications supplemented modified as follows:

**00140.30 Agency-Required Changes in the Work** – Replace the last paragraph with the following:

Upon receipt of an Engineer’s written order modifying the Work, the Contractor shall perform the Work as modified via Change Order, which may be subject to approval as an Amendment.

If an Amendment incorporating changes to the Work increases the Contract amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents. The Contractor’s performance of Work pursuant to Amendments shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00195.20. Contract Time adjustments shall be made in accordance with 00180.80.

**00140.31 "As-Built" Records** - Add the following:

Maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds. Accurate, complete and

current "as-built" drawings are a specified requirement for full partial payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of "as-built" drawings.

The "as-built" drawings must show the information listed below. Where the term "locate" or "location" is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- 1) Record location of underground services and utilities as installed.
- 2) Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- 3) Record changes in dimension, location, grade or detail to that shown on the plans.
- 4) Record changes made by change order.
- 5) Record details not in the original plans.
- 6) Provide fully completed shop drawings reflecting all revisions.

#### **END OF SECTION**

### **Section 00150 – Control of Work**

Comply with Section 00150 of the Standard Specifications modified as follows:

**00150.00 Authority of the Engineer** – Replace the first sentence with the following:

Except as indicated elsewhere in the Contract (e.g. Amendment approval by the BCC), the Engineer has full authority over the Work and its suspension.

**00150.05 Cooperative Arrangements** – Delete this subsection.

**00150.10 Coordination of Contract Documents**

**(a) Order of Precedence** – Replace with the following:

The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Approved Amendments;
- Approved Change Orders
- Bid Schedule with Schedule of Prices;
- Permits from governmental agencies
- Special Provisions;

- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Agreement Form;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Standard Specifications;
- All other Contract Documents not listed above.

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

**00150.50 Cooperation with Utilities:** Add the following to the end of Paragraph (a):

There may be other utility servers who are not specifically listed in these Special Provisions or on the Plans that may be adjusting or inspecting their facilities within the project limits.

**00150.50(c) Contractor Responsibilities** – Add the following to the bulleted list:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after Contract is awarded to verify all Utilities involvement on the Project Site;
- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);
- Coordinate Project construction with Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish utility location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the

Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues;

- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

The existing underground utilities shown on the Plans have been determined by as-built records and field surveys, but are not guaranteed to be complete or accurate. The Contractor shall be responsible for contacting the individual utility companies to mark locations, and arranging with them for any relocation work that should be required.

The Contractor shall make excavations and borings ahead of the work where necessary to determine the exact location of underground pipes or other features, which might interfere with construction. The Contractor shall support and protect pipes or other services where they cross the trench and shall be responsible for all damages incidental in interruptions of service that may be caused by Contractor operations. Where a new utility line crosses an existing pipeline or other conduit, the trench backfill shall be well compacted in a manner that provides for the required backfill and compaction standards while protecting the utility in question.

**00150.50 Cooperation with Utilities** - Add the following subsection:

**(f) Utility Information:**

There are no anticipated conflicts with the Utilities listed below. Contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

<b>Utility</b>	<b>Contact Person's Name and Phone Number</b>
1. Portland General Electric	Ryan Williams <a href="mailto:Ryan.Williams@pgn.com">Ryan.Williams@pgn.com</a> 503-669-5259
2. Northwest Natural Gas	Jeremy Lorence <a href="mailto:jeremy.lorence@nwnatural.com">jeremy.lorence@nwnatural.com</a>
3. Williams	Kat Rich <a href="mailto:Katy.Rich@williams.com">Katy.Rich@williams.com</a> (405) 250-7894
4. Comcast	Brent Christiansen <a href="mailto:Brent_Christiansen@comcast.com">Brent_Christiansen@comcast.com</a> 503-813-0483
5. CenturyLink	Carton Hester <a href="mailto:Carlton.Hester@centurylink.com">Carlton.Hester@centurylink.com</a> 503-421-8735

**00150.70 Detrimental Operations** – Add the following:

Portions of this project will be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. The Engineer may withhold from future payments to the Contractor, an amount equal to the costs reasonably estimated by the Engineer to repair or replace, as the case may be, those private improvements disturbed by the Contractor's operations. Engineer shall release the retained amount once Engineer has determined that the Contractor has completed the repair consistent with the requirements of this provision. In addition, prior to construction, the Contractor shall provide to the Engineer video showing private property, which may be disturbed during construction.

**END OF SECTION**

**Section 00160 – Source of Materials**

Comply with Section 00160 of the Standard Specifications modified as follows:

**00160.05 Qualified Products List (QPL)** - Replace this subsection, except for the subsection number and title, with the following:

The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in highway construction. The QPL is available from ODOT's Construction Section website at:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/pages/index.aspx>

The most current published PDF version of the QPL on ODOT's Construction Section website at the time of Advertisement is the version in effect for the Project. The Engineer may approve for use a conditionally qualified product, or a product qualified for inclusion in a later edition of the QPL, if the Engineer finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at no additional cost to the Agency.

**00160.20(a) Buy America** – Replace with the following: Federal highway funds are NOT involved on this Project.

**END OF SECTION**

**Section 00165 – Quality of Materials**

Comply with Section 00165 of the Standard Specifications modified as follows:

**00165.04 Costs of Testing** – Replace this section with the following sentence: All testing required to be performed by the Contractor will be at the Contractor's expense.

**00165.10(a) Field-Tested Materials** – Add the following sentence: The County follows the most current version of the MFTP on its projects:

**00165.10(b) Nonfield-Tested Materials** - Add the following sentence:

The County follows the most current version of the NTMAG on its projects.

**00165.91 Fabrication Inspection Expense** - In the paragraph that begins "Fabrication of certain items...", replace the sentence that begins "Therefore, each time that..." with the following sentence:

Therefore, each time that inspection by or on behalf of the Agency is necessary, payment to the Contractor will be reduced by an amount computed at the following rates:

In the paragraph that begins "This Subsection applies to all...", replace the first sentence, but not the bullet list, with the following sentence:

This Subsection applies to all fabricated items or manufactured Materials that are inspected by or on behalf of the Agency, which include, but are not limited to:

## **END OF SECTION**

### **Section 00170 – Legal Relations and Responsibilities**

Comply with Section 00170 of the Standard Specifications modified as follows:

**00170.04 Patents, Copyrights, and Trademarks** - Replace the paragraph that begins " Prior to use of designs, devices, materials, or processes..." with the following paragraph:

Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of Contractor's legal right to use such design, device, material, or process.

**00170.05 Assignment of Antitrust Rights** - Replace the bullet that reads "ORS 646.725; and" with the following bullet:

ORS 646.725; or

**00170.07 Record Requirements** - In the paragraph that begins "For purposes of this Subsection, the term...", replace the words "OAR 731-005-0780" with the words "OAR 734-010-0400".

**00170.07(a) Records Required** - In the paragraph that begins "These records shall include...", replace the bullet that begins "Contracts or documents of other...", with the following bullet:

Contracts or documents of other arrangements with any Related Entity as defined in OAR 734-010-0400.

In the paragraph that begins "The Contractor shall include...", replace the words "OAR 731-005-0780" with the words "OAR 734-010-0400".

**00170.07(b) Access to Records** - In the paragraph that begins "The Contractor shall provide...", replace the words "OAR 731-005-0780(9)" with the words "OAR 734-010-0400(9)".

**00170.61(a) Workers' Compensation** - In the paragraph, replace "00170.70(d)" with "the Agreement".

**00170.62 Labor Nondiscrimination** - Add the following sentence to the end of this subsection:

It is a material term of this Contract that the Contractor certifies by entering into this Contract that the Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 (House Bill 3060, 2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and that the Contractor shall maintain the policy and practice in force during the entire term of this Contract.

**00170.65(a) General:** Replace the paragraph that begins " As required by ORS 279C.520, compliance by the ..." with the following paragraphs:

As required by ORS 279C.520, the Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this provision constitutes a material element of the Contract and failure to comply constitutes a material breach that entitles the Agency to exercise any remedies available under the Contract, including, but not limited to, termination for default.

As required by ORS 279C.520, the Contractor shall 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 shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

Add the following subsection:

**00170.67 Fees** - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

**00170.70 Insurance** - Replace with the following:

**00170.70 Insurance** - See Clackamas County Public Improvement Contract.



**00170.70(c) Additional Insured** - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

Clackamas County and its officers, agents, and employees  
Clackamas County Board of Commissioners

**00170.72 Indemnity/Hold Harmless** – Replace with the following:

**00170.72 Indemnity/Hold Harmless** – See Clackamas County Public Improvement Contract.

Extend indemnity and hold harmless to the Agency and the following:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

**00170.79 Third Party Beneficiary** – Replace the text of this section with the following:

- Third-party beneficiaries to the Contract include the Oregon Department of Transportation and its officers, agents, and employees.

## **END OF SECTION**

### **Section 00180 – Prosecution and Progress**

Comply with Section 00180 of the Standard Specifications modified as follows:

**00180.05 Assignment/Delegation of Contract** – Replace this subsection, except for the subsection number and title, with the following:

Unless the Agency gives prior written consent, which will not be unreasonably withheld, the Contractor shall not assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, whether voluntarily or involuntarily, and whether by merger, consolidation, dissolution, operation of law, or any other manner, including, without limitation:

The power to execute or duty to perform the Contract; or

- Any of its right, title or interest in the Contract.

Any purported or attempted assignment, delegation, sale, transfer or disposition without prior Agency consent shall be voidable.

If written Agency consent is given to assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, such consent shall not relieve the Contractor or its

Surety of any part of their duties, obligations, responsibilities, or liabilities under or pursuant to the Contract.

**00180.06 Assignment of Funds Due under the Contract** – Replace this subsection, except for the subsection number and title, with the following:

Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:

The assignment request is made on the form provided by the Agency;

- The Contractor secures the written consent of the Contractor's Surety to the assignment; and

The Engineer gives prior written consent to the assignment, which will not be unreasonably withheld.

**00180.20(b) Own Organization** - Replace this subsection, except for the subsection number and title, with the following:

The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, truck hauling of Materials not included in or requiring a subcontract, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

**00180.20(c)(2) Limitations** - Replace this subsection, except for the subsection number and title, with the following:

The use of Equipment rented with operators is limited to performing minor, Incidental, short-duration work or services under the direct supervision of the Contractor or Subcontractor, with Equipment not customarily owned, rented, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

**00180.20(c)(3) Submittals** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the work or service to be provided. The Contractor shall make certain that the provider of approved work or services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including, without limitation, 00170.07. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a).

**00180.20(e) Trucking** - Replace the paragraph that begins " This Section does not apply to delivery ..." with the following paragraph:

This Section does not apply to delivery of Materials by or for or from a Supplier. This subsection applies to all truck hauling of Materials not performed with trucks owned (or rented) and operated by the Contractor:

**00180.20(e)(2) Limitations** - Replace this subsection, except for the subsection number and title, with the following:

The approved trucking services agreements shall be used for all trucking services for hauling Materials not provided by trucks owned (or rented) and operated by the Contractor except for trucking services provided by committed DBEs that require a subcontract under 00180.21. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling Materials prior to the trucking services provider doing any Work on the Project Site.

**00180.20(e)(3) Submittals** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 Days after the trucking services provider for hauling Materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including, without limitation, 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a). If the trucking services are provided by an owner/operator:

Attach a copy of the data required under 00170.65(b)(4) to the trucking services agreement; and

- Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

**00180.21(a) Subcontracting** - Add the following to the end of this subsection:

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the County, at the option of the County, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the County gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

The Engineer may revoke consent to subcontract. If the Engineer revokes consent to subcontract, the subcontractor shall be immediately removed from the Project Site.

**00180.21(d) Terms of Subcontracts** - Replace the paragraph that begins " Subcontracts shall provide that work performed under ..." with the following paragraph:

- All subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to, and shall include, the pertinent requirements, provisions, terms, and conditions of the Contract. Compliance with 00170.07 is required. All subcontracts, including Contractor's with the first-tier Subcontractors and those of the first-tier Subcontractors with their Subcontractors, and any other lower-tier subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board,

unless payment is subject to a good-faith dispute as defined in ORS 279C.580.  
Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

**00180.22 Payments to Subcontractors and Agents of the Contractor** - Replace the paragraph that begins "To the extent practicable..." with the following paragraph:

To the extent practicable, the Contractor shall pay in the same units and on the same basis of measurement as listed in the Schedule of Items for subcontracted Work or other Work not done by the Contractor's own organization. The Agency will not be responsible for any overpayment or losses resulting from overpayment by the Contractor to subcontractors and to its other agents, work providers, service providers, and trucking services providers.

**00180.40 Limitation of Operations** - Add the following to subsection (a):

The Contractor must provide, at a minimum, a 48-hour notice to the Clackamas County Project Manager in order to perform any work on Saturdays.

Add the following subsection:

**00180.40(c) Specific Limitations** - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Cooperation with Other Contractors .....	00150.55
Railway Work .....	00170.01(e)
On-Site Work .....	00180.40(b)
Contract Completion Time .....	00180.50(h)
Right-of-Way and Access Delays .....	00180.65
Traffic Lane Restrictions .....	00220.40(e)
Special Events .....	00220.40(e)
In-water Work Restrictions .....	00290.34(a)
Noise Control .....	00290.32
Maintenance Under Traffic .....	00620.43
Opening Sections to Traffic.....	00744.51
Opening Sections to Traffic .....	00745.51

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

**00180.41 Project Work Schedules** – Add the following:

A Type B schedule as detailed in the Supplemental Specifications is required on this Contract. In addition, a three-week look ahead schedule shall be prepared by the Contractor on a weekly basis and submitted to the Engineer. It shall include all construction activities planned for the following three-week period. The three-week look ahead schedule can be hand-written and shall be in a format agreed upon by the Contractor and the Engineer.

**The Contractor shall notify the County 2 weeks before the first substantial work activity commences on the project site. Portable Changeable Message Signs shall be in place 2 weeks before the first substantial work activity commences on the project site.**

**00180.42 Preconstruction Conference** - Add the following:

Before beginning On-Site Work and before meeting with the Engineer for the preconstruction conference, hold a group utilities scheduling meeting with representatives from the utility companies involved with this project. Incorporate the utilities time needs into the Contractor's schedule submitted prior to the preconstruction conference.

Submit the following during the preconstruction conference unless otherwise directed:

- The names, addresses, and telephone numbers of two or more persons employed by the Contractor who can be reached day or night to handle emergency matters.
- Subcontractor's list including contact list for each subcontractor with phone numbers and addresses and work to be performed.
- List of personnel authorized to sign change orders and receive progress payment warrants.
- Video recording of private properties affected by construction per 00150.70. A representative of each subcontractor shall be required to attend the pre-construction conference.

**00180.43 Commencement and Performance of Work** - Add the following bullet item:

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.
- **The Contractor shall notify the County 2 weeks before the first substantial work activity commences on the project site.**
- **Portable Changeable Message Signs shall be in place 2 weeks before the first substantial work activity commences on the project site.**
- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

- The Contractor will be notified in writing of the specified date to commence work and will not begin work until receipt of this Notice to Proceed. Upon the commencement of grinding, tilling, grading or paving operations on any one respective work site, all necessary work including paving of driveways and road approaches shall be vigorously pursued to reach substantial completion within a 14 calendar day duration. **If at any time a work site is left prior to substantial completion (completed paving of driveways, road approaches, etc.) without written consent from the owner's project manager, this will be considered abandonment by the Contractor.** Failure to meet these time constraints or abandonment shall subject the contractor to the full amount of Liquidated Damages as detailed in Section 00180.50 of these Special Provisions.
- At the time Substantial Completion is reached, the Contractor shall submit a Notice of Substantial Completion.

Add the following subsection:

**00180.50(h) Contract Time** - Complete all Work to be done under the Contract not later than September 30, 2022.

**00180.70 Suspension of Work** - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

**00180.85(b) Liquidated Damages** - Add the following paragraphs:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$1000 per Calendar Day\*.

\* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

Add the following subsection:

**00180.85(c) Lane Closures and Road Closures** - Lane closures and road closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

**(1) Lane Closures** - It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control

measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

**00180.85(e) Traffic Delays Beyond 20 Minutes** - Stopping or holding vehicles beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event traffic is stopped or held longer than the 20-minute limit listed in 00220.02. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 20 minutes, or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes. In addition to the liquidated damages, any added cost for traffic control measures, including flagging, required to stop or hold traffic beyond the 20-minute time limit, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

Assessment of liquidated damages will stop when the Engineer determines that traffic is no longer stopped or held beyond the 20-minute limit. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

**00180.90(a) Termination for Default** - In the paragraph that begins "Termination of the Contract for default...", add the following bullet to the end of the bullet list:

Has liquidated and delinquent debt owed to the State or any department or Agency of the County,

## END OF SECTION

### Section 00190 – Measurement of Pay Quantities

Comply with Section 00190 of the Standard Specifications modified as follows:

**00190.20(g) Agency-Provided Weigh Technician:** Replace subsection (g) with the following:

The Contractor must provide a weigh technician. The Agency will not provide one for the Contractor.

## END OF SECTION

### Section 00195 – Payment

Comply with Section 00195 of the Standard Specifications modified as follows:

**00195.10 Payment for Changes in Material Costs** - Delete and replace with the following:

No asphalt cement cost adjustment shall be used on this project.

**00195.12 Steel Material Price Escalation/De-Escalation Clause** – Add the following sentence:

No steel material price escalation/de-escalations shall be used on this project. There is no option for Contractor participation.

**00195.20(b) Significant Changed Work** - Replace the paragraph that begins “Any such adjustments...” with the following paragraph:

Any adjustments may be less than, but will not be more than the amount justified by the Engineer on the basis of the established procedures set out in Section 00197 for determining rates. This does not limit the application of Section 00199.

Significant is defined as:

- a) An increase or decrease of more than 25 percent of the total cost of the Work calculated from the original proposal quantities and the unit contract prices; or,
- b) An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the original total contract price.

**00195.50 Progress Payments and Retained Amounts** - Modify as follows:

**00195.50(a) Progress Payments** - Modify as follows:

**(1) Progress Estimates** - Delete the first sentence and replace with the following:

At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for review and approval.

**(2) Value of Material on Hand** - Replace with the following:

**(2) Value of Material on Hand** – No payment will be made for materials on hand.

**(4) Limitations on Value of Work Accomplished** - In the first sentence, change "Engineer's estimate" to "Contractor's reviewed estimate".

**00195.50 (b) Retainage** - Replace the first paragraph with the following:

The amount to be retained from progress payments will be 5.0% of the value of payments made, and will be retained in one of the forms specified in Subsection (c) below. The County will withhold Retainage from all force account and change order work.



**00195.50(c) Forms of Retainage** – Replace the first paragraph with the following:

Forms of acceptable retainage are set forth below in Subsections (1) through (3). “Cash, Alternate A” or “Cash, Alternate B” (Retainage Surety Bond) are the Agency-preferred forms of retainage. Unless the Contractor notifies the County otherwise in writing, the County will automatically hold retainage per paragraph (2) “Cash, Alternate B (No Interest Earned). If the Agency incurs additional costs as a result of the Contractor’s election to use “Bonds and Securities”, the Agency may recover such costs from the Contractor by a reduction of the final payment.

Replace paragraph (2) with the following:

**(2) Cash, Alternate B (No Interest Earned)** – Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract.

**00195.50(d) Release of Retainage** – Replace with the following:

**(d) Release of Retainage** - As the Work progresses, release of the amounts to be retained under (b) of this Subsection will only be considered for Pay Items that have been satisfactorily completed. For purposes of this Subsection, a Pay Item will be considered satisfactorily completed only if all of the Work for the Pay Item is complete and all contractual requirements pertaining to the Pay Item and Work have been satisfied. Work not included in a Pay Item, or which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

When the Work is 50% completed and upon written application of the Contractor and written approval of the Surety, the Engineer or Project Manager may reduce or eliminate retainage on remaining progress payments if the Work is progressing satisfactorily.

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

## **END OF SECTION**

### **Section 00196 – Payment for Extra Work**

Comply with Section 00196 of the Standard Specifications modified as follows:

**00196.91 Extra Work Allowance** – Add the following section:

The Bid schedule of prices contains a bid item for a pre-determined amount of Engineer ordered extra work. All Bidders shall reflect this same amount in their total Bid. No Bidder shall presume in the preparation of the bid or in the course of contract work that there will be a certain payment under that item or a certain order for extra work.

## END OF SECTION

### Section 00197 – Payment for Force Account Work

Comply with Section 00197 of the Standard Specifications modified as follows:

**00197.20(a) General** - Replace the paragraph that begins "Except as modified by these..." with the following paragraph:

Except as modified by these provisions, Equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the EquipmentWatch Cost Recovery (Blue Book) published by EquipmentWatch, a division of Penton Business Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282) (<http://equipmentwatch.com>).

## END OF SECTION

### Section 00199 – Disagreements, Protests and Claims

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

**00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies** - Replace the entire section with the following:

The Contractor must properly submit a claim as detailed in 00199.30.

**(a) Engineer Claim Review** - The Engineer or Project Manager will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation, Contract Time, or for a combination of additional compensation and Contract Time. Once the Engineer or Project Manager determines the Agency is in receipt of a properly submitted claim, the Engineer or Project Manager will arrange a meeting, within 28 Calendar Days, or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

If the Engineer or Project Manager determines that the Contractor must furnish additional information, records, or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 calendar days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Engineer or Project Manager will advise the Contractor of the decision to accept or reject the claim. If the Engineer or Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Engineer or Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied. The County intends to resolve claims at the lowest possible level.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

If the Engineer or Project Manager has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at either of the two progressive steps of claim review procedure as specified in this Subsection. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

**(b) Director Claim Review** - Upon request by the Contractor, the Department Director will review the Engineer or Project Manager's decision on the claim and advise the Contractor of the decision in writing. If the Director finds the claim has merit, and equitable adjustment will be offered. If the Director finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

Once the Engineer determines the Agency is in receipt of a properly submitted claim, the Engineer will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Director shall evaluate the claim based on the information provided by the Contractor to the Engineer or Project Manager. However, if the Department Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Department Director (or designee) will schedule a meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The claim is subject to records review, if not all of the records requested by the Department Director (or designee) were furnished. If applicable, advancement of the claim is subject to the provisions regarding waiver and dismissal of the claim or portions of the claim.

The decision of the Department Director shall be the final decision of the Agency.

**(c) Commencement of Litigation** - If the Contractor does not accept the Director's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor

expressly waives any **and** all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

The Contractor must follow each step in order, and exhaust all available administrative remedies before resorting to litigation. Litigation of a claim that cannot be resolved through the process described above shall be initiated by filing a complaint in the Clackamas County Circuit Court for the State of Oregon.

In any litigation, the entire text of any order or permit issued by the County or any other governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for purposes of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

The Contractor shall comply with 00170.00.

**00199.50 Mediation** - Delete the entire section.

**00199.60 Review of Determination Regarding Records** - Delete the entire section.

## END OF SECTION

### SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

### SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

Add the following subsection:

**00220.01(d) Terminology** - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

**00220.02(a) General Requirements** - Add the following bullets to the end of the bullet list:

- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.

- Protect pedestrians in pole base excavation areas by placing approved covers over all pole base excavations. Place a minimum of two B(II)LR barricades adjacent to and on either side of the excavated area, facing pedestrian traffic, or place covers and barricades as directed.

## **SECTION 00225 - WORK ZONE TRAFFIC CONTROL**

Comply with Section 00225 of the Standard Specifications modified as follows:

**00225.01(b) Definitions** – Add the following to the end of the subsection:

**Temporary Walk** – Temporary Surfacing for a sidewalk or Multi-Use Path designated to be used by pedestrians, bicyclists, or other non-motorized users.

Add the following subsection:

**00225.01(d) Terminology** - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

**00225.02(a) Temporary Signs** - Add the following bullet(s) to the end of the bullet list:

- At least ten Calendar Days before closing the sidewalks at Causey, place a "SIDEWALK CLOSED, Daily" (CW11-5) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade, or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.
- Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the "SIDEWALK CLOSED, Daily" (CW11-5) signs while the TPAR is open to pedestrian traffic.
- When the horizontal clearance for the Roadway is less than 19 feet, install horizontal clearance (CW21-12-48) signs, identifying the narrowest width of the Roadway. Locate these horizontal clearance signs as shown or as directed.
- When construction requires bicycles to use the Traffic Lanes, install a "Bicycle ON ROADWAY" (CW11-1) symbol sign on 1/2 mile spacing through the affected area. Keep the signs in place until completion of the Shoulder or bikeway final surface.

**00225.17 Temporary Sidewalk Ramps** - Replace the title of this subsection with "**Temporary Curb Ramps and Temporary Walks**"

Add the following paragraph to the end of this subsection:

Use a Temporary Walk from the QPL or use ACP, PCC, or other approved Materials for on-site constructed Temporary Walks.

## SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

**00280.06 Erosion and Sediment Control Manager** - Delete this subsection.

**00280.16(d) Inlet Protection** – Replace the bullet that begins “**Type 3: Prefabricated Filter Inserts** ...” with the following bullet:

- **Type 3: Prefabricated Filter Inserts** - Prefabricated filter inserts manufactured specifically for collecting sediment in drainage inlets and from the QPL. Include handles and fasteners sufficient to keep the insert from falling into the inlet during maintenance and removal of the insert from the inlet.

**00280.62 Inspection and Monitoring** - Replace this subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

**00280.90 Payment** -

In the paragraph that begins "Item (a) includes..." delete the bullet that specifies "providing the Erosion and Sediment Control Manager".

Replace the paragraph that begins "When only Item (a) is..." with the following paragraph:

When only item (a) is listed in the Contract Schedule of Items, additional ESC devices required for permit compliance will be paid for as Extra Work according to Section 00196.

## SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

**00290.10 Staging and Disposal Sites** –

Replace the paragraph that begins "Locate staging areas and disposal..." with the following paragraphs:

Locate staging areas and disposal sites in previously improved or disturbed sites, including existing Roadways, pullouts, turnouts, parking lots, and storage yards that have been compacted, and graveled or paved unless otherwise specified in Section 00236 or Section 00237 or approved, in writing, by the Engineer,

Do not stage Equipment, park Equipment or store Materials in any City, County, State, or Federal park, wayside or recreational facility.

**00290.20(c)(1) General** - Replace the paragraph that begins "Segregate all demolition debris according to..." with the following paragraph:

Segregate all demolition and construction debris according to its intended end use (reuse, recycle, or dispose). If required, store in designated areas in a manner that prevents contamination to Soil and water and prevents fugitive dust emissions. Remove all waste materials recovered from the site unless otherwise approved, in writing. Retain disposal and recycling facility receipts for wastes generated on site for at least 1 year after completion of the Project. Provide copies of the receipts to the Engineer within 7 Calendar Days of the disposal or recycling.

## **SECTION 00305 - CONSTRUCTION SURVEY WORK**

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

### **Description**

**00305.00 Scope** - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

[http://www.oregon.gov/ODOT/ETA/Documents\\_Geometronics/Construction-Survey-Manual-Contractors.pdf](http://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf)

### **Measurement**

**00305.80 Measurement** - No measurement of quantities will be made for construction survey work.

### **Payment**

**00305.90 Payment** - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for any temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

Costs incurred caused by survey errors will be at no additional cost to the Agency. Repair any damage to the Work caused by Contractor's survey errors at no additional cost to the Agency. The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

### **SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications modified as follows:

**00310.92 Separate Item Basis** - Add the following Pay Item to the Pay Item list:

- (i) Removal of Curb Ramp, Walk, Curb, Surfacing ..... Square Yard

Add the following to the end of this subsection:

Item (i) includes all removal Work associated with curb ramp replacement, including but not limited to PCC Saw Cutting. Item (i) does not include Asphalt Pavement Saw Cutting.

### **SECTION 00320 - CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications.

### **SECTION 00330 - EARTHWORK**

Comply with Section 00330 of the Standard Specifications modified as follows:

**00330.03 Basis of Performance** - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.



## SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

**00440.01 Terminology** - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Add the following subsection:

### **00440.02 Abbreviations and Definitions:**

**ASTV – Actual Strength Test Value** – See 02001.02 for definition.

**00440.12 Properties of Commercial Grade Concrete** - Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

**00440.14(d) Hardened CGC** - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

## SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

**00490.10 Materials** - Replace the "Precast Concrete Sections" line with the following line:

Precast Concrete Sections..... 02450

Replace the "Metal Frames, Covers, Grates, and Ladders" line with the following line:

Metal Frames, Covers, Grates, and Steps ..... 02450.30

**00490.46(a) Metal Steps and Ladders** - Replace the title of this subsection with "**Metal Steps**"

Replace the paragraph that begins " If existing manholes or similar Structures ..." with the following paragraph:

If existing manholes or similar Structures have metal steps, provide new steps in the adjusted Structure, in kind. Construct according to the Standard Drawings.

## **SECTION 00620 - COLD PLANE PAVEMENT REMOVAL**

Comply with Section 00620 of the Standard Specifications modified as follows:

**00620.43 Maintenance Under Traffic** - Replace this subsection, except for the subsection number and title, with the following:

Traffic will be allowed on the cold planed surface up to 3 Calendar Days after removing the existing surface. Sweep and clean the cold planed surface before opening to traffic.

Before beginning paving operations, make repairs to the existing cold planed surface as directed. Payment for the repairs will be made according to 00195.20.

## **SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS**

Comply with Section 00641 of the Standard Specifications.

## **SECTION 00730 - EMULSIFIED ASPHALT TACK COAT**

Comply with Section 00730 of the Standard Specifications modified as follows:

**00730.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat.

## **SECTION 00744 - ASPHALT CONCRETE PAVEMENT**

Comply with Section 00744 of the Standard Specifications modified as follows:

**00744.10(c)(1) Processing Shingles** - In the paragraph that begins "Process the RAS by grinding...", replace the words "AASHTO T 2" with the words "AASHTO R 90".

**00744.11(a) Asphalt Cement** - Add the following to the end of this subsection:

Provide PG 64-22 grade asphalt cement for this Project.

## SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications modified as follows:

**00759.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of furnishing, placing and finishing Commercial Grade Concrete curbs, concrete curb ramps with curbs, islands, traffic separators, driveways, sidewalks, monolithic curb and sidewalks, miscellaneous surfaces, and stairs and furnishing and installing metal handrail in close conformity to the lines, grades and dimensions shown or established.

This Work consists of furnishing, placing and finishing concrete bus pads according to Section 00756.

The Commercial Grade Concrete items in this Section will be collectively referred to as "Structures".

Add the following subsection:

**00759.01 Terminology** - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

**00759.02 Required Submittals** – Replace this subsection with the following subsection:

**00759.02 Definitions:**

**Pedestrian Access Routes** - An area for the use of pedestrians to navigate along sidewalks, driveways, curb ramps, crossings, and pedestrian facilities.

**00759.03 Placement Conference** - Replace this subsection with the following subsection:

**00759.03 Required Submittals** - Do not begin any curb ramp Work before the plan for completing the Work has been approved. Material ordered or Work done before the Engineer reviews and returns the documents will be at the Contractor's risk.

Before the preplacement conference, submit the following:

**(a) Working Drawings** - At least 10 Calendar Days before the preplacement conference, submit six copies of unstamped Working Drawings according to 00150.35 for all curb ramp Work. Include field verification of each ramp location, and all dimensions and grades necessary to demonstrate compliance with the Standard Drawings and Plans. Notify the Engineer of any deficiencies or non compliance with the Standard Drawings or Plans. The Engineer will provide additional or modified Plans as needed.

**(b) Curb Ramp Plan** - At least 21 Calendar Days before the curb ramp Work is scheduled to begin, submit a plan for accomplishing all phases of the curb ramp Work, including but not limited to the following:

- Surface preparation
- Compliance with Working Drawings and details submitted under 00759.02

- Compliance with current Standard Drawings and Plans
- Waste handling and disposal

**(c) ADA Certification for Contractors** - For all supervisory personnel who directly supervise the curb ramp Work, submit the names, telephone numbers, and copies of the ODOT ADA Certification for Contractors at least 10 Calendar Days before the preconstruction conference.

Add the following subsection:

**00759.04 Preplacement Conference** - Before beginning any curb ramp Work, meet with the Contractor's supervisory personnel and quality control manager, any curb ramp Subcontractors' supervisory personnel, and the Engineer at a mutually agreed upon time.

If the Contractor's personnel change, or if the Contractor proposes a significant revision to the plan for accomplishing the curb ramp Work, the Engineer may require additional preplacement conferences.

All supervisory personnel who have an active ODOT ADA Certification for Contractors and directly supervise the curb ramp Work are required to attend the preplacement conference.

**00759.12 Sidewalk Ramp Treatment** – Replace the title of this subsection with “**Curb Ramp Treatment**”

Replace the paragraph that begins “Furnish truncated dome detectable warning...” with the following paragraph:

Furnish truncated dome detectable warning surfaces for curb ramps and accessible route islands from the QPL. Furnish truncated dome detectable warning surfaces that are safety yellow in color on or along State Highways.

Add the following subsection:

**00759.22 Smart Level** - Use ODOT approved smart level devices to measure cross slopes and curb ramp slopes. Calibrate smart levels at the time of inspection. Use percentage mode to record all slope measurements to the nearest 10th of a percent relative to a true horizontal plane (zero).

**(a) Qualified Smart Levels** - Slopes will be measured with the use of a 24 inch SmartTool level model 92379 or model 92500, and a 6 inch SmartTool level model 92346.

Add the following subsection:

**00759.31 Qualifications** - Use supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work.

**00759.41 Earthwork** - Add the following paragraph to the end of this subsection:

Remove and dispose of existing concrete sidewalks, curbs, and curb ramps that are scheduled for removal according to Section 00310.

**00759.48(b) Driveways, Walks, Monolithic Curbs and Sidewalks, and Surfacing** - Replace this subsection, except for the subsection number and title, with the following:

Do not provide expansion joints within the curb ramp, and between separate concrete pours on the same project.

Provide expansion joints:

- Between driveways and concrete Pavement.
- Transversely in walks opposite expansion joints in adjoining curbs and elsewhere so the distance between joints does not exceed 45 feet.
- Transversely in walks at a distance of 16 feet to 8 feet from ends of walks which abut curbs.
- Around poles, posts, boxes, and other fixtures which protrude through or against the Structures.

**00759.90 Payment -**

Replace pay items (m) and (n) with the following pay item:

(n) Extra for Curb Ramps ..... Each

Replace pay item (o) with the following pay item:

(o) Truncated Domes on New Surfaces ..... Square Foot

Add the following after the sentence that begins "In item (a)";

Item (a) includes the curb runs constructed adjacent to the curb ramps.

Add the following after the sentence that begins "Items (e) and (f)";

Item (f) includes the curb runs constructed adjacent to the curb ramps.

Delete the paragraph that begins "Item (m) includes...".

Replace the paragraph that begins "Item (n) includes the..." with the following paragraph:

Item (n) includes the additional Work required to construct a curb ramp or replace an existing curb ramp. Payment for the area of the curb ramp will be made under the concrete walks Pay item.

Add the following to the end of this subsection:

No separate or additional payment will be made for providing supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work.

## **SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS**

Comply with Section 00850 of the Standard Specifications modified as follows:

**00850.40 Plans** - Replace the paragraph that begins “For Projects with partial striping...” with the following paragraph:

For Projects with partial striping Plans or Projects without striping Plans, document all existing striping that is not shown in the Supplemental Drawings. Submit documentation to the Engineer at least 7 Calendar Days before the loss of existing pavement markings.

**00850.42 Pre-Striping Conference** - Replace the paragraph that begins “Meet with the Engineer and striping...” with the following paragraph:

Meet with the Engineer and striping Subcontractor, if striping is done by a Subcontractor, at least 2 weeks prior to beginning striping Work to discuss methods and practices of accomplishing all required striping Work. Submit the following in writing at least 5 Calendar Days before the pre-striping conference for approval:

**00850.45 Installation** - Add the following bullet before the bullet that begins “Place material according to...”:

- Place material between May 1 and October 15.

Replace the bullet that begins “Place material according to...” with the following bullet:

- Place material according to the manufacturer’s installation instructions.

## **SECTION 00855 - PAVEMENT MARKERS**

Comply with Section 00855 of the Standard Specifications.

## **SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE**

Comply with Section 00865 of the Standard Specifications.

## **SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS**

Comply with Section 00867 of the Standard Specifications.

## **SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS**

Comply with Section 00905 of the Standard Specifications.

## SECTION 00930 - METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications modified as follows:

**00930.10 Materials** - Replace the paragraph that begins "Furnish structural steel materials..." with the following paragraph:

Furnish perforated steel square tube slip base sign supports and perforated steel square tube anchor sign supports from the QPL. Furnish other structural steel materials meeting the applicable portions of Section 02530, with weights and sizes as shown or specified.

**00930.40(e)(1) General** – Add the following sentence to the end of the paragraph:

The installation will be rejected if the geometry does not satisfy the requirements of 02560.05.

**00930.90 Payment** - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for coating steel sign supports.

## SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

**00960.01 Regulations, Standards, and Codes** - Replace the paragraph that begins "Wherever reference is made..." with the following paragraph:

Use the code, order, or standard in effect on the date the Project is advertised unless otherwise shown.

Replace the paragraph that begins "Do not begin installations..." with the following paragraph:

Safe wiring labels normally required by the Department of Consumer and Business Services, Building Codes Division will not be required for traffic management systems listed on the Red Sheets (see 00160.00) as allowed by ORS 479.540 and OAR 918-261-0037. The Red Sheets may be viewed on ODOT's web site.

**00960.02 Equipment List and Drawings** - Replace this subsection with the following subsection:

**00960.02 Equipment List and Drawing Submittals** - Within 30 Calendar Days after execution of the Contract, submit the Blue Sheets (see 00160.00 and 00160.07) and two copies of the Green Sheets (see 00160.00 and 00160.07) according to 00150.37 for all materials the Contractor proposes to install. Blue Sheets and Green Sheets contain submittal instructions and will be made available to the Contractor by the Engineer.

Within 14 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction". Do not proceed with the Work before receiving written approval of the submittals from the Engineer.

**00960.10 Materials** - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the following requirements:

Commercial Grade Concrete .....	00440
Controlled Low Strength Materials .....	00442
Delineators.....	00840.10 and 00840.11
Metal Illumination and Traffic Signal Supports .....	00962
Selected General Backfill .....	00330.13
Selected Granular Backfill .....	00330.14
Reinforcement .....	02510

Furnish electrical Materials that have been approved through the Blue Sheet and Green Sheet submittal process in 00960.02.

Anchor rods shall conform to 02560.30 and to the types and sizes shown.

Use commercially available 30 pound nonperforated asphalt-saturated felt where shown.

Use commercially available No. 10 - 0 sand when sand blanket is required.

Use commercially available UL listed insulating vinyl plastic tape where shown.

Use commercially available UL listed silicon bronze (or copper alloy) split bolt where shown.

Use commercially available galvanized steel weatherproof compression fittings where shown.

**00960.40 General** – Replace this subsection with the following subsection:

**00960.40 Excavation:**

Remove and replace sidewalks, curbs, paved surfaces, and other materials as needed. Replace and finish all surfaces to correspond with the existing surfaces. Restore all disturbed landscaping and underground systems to original condition.

Excavate trenches, foundations, and junction boxes to locations, Neat Lines, grades and Cross Sections as shown or as established or approved. Furnish, place, and remove any shoring required to prevent caving of walls.

Dispose of all excavated Materials according to 00290.20.

**00960.41 Excavation** - Replace this subsection with the following subsection:

**00960.41 Horizontal Directional Drilling** - Drilling shall not "hump" or deform the Pavement and shall be guided. Keep drilling pits at least 2 feet from the edge of Pavement. Do not use water to



the extent that the Pavement might be undermined or Subgrade softened. Sand bedding and marking tape are not required with this method.

If jointed conduit is used, verify the joints have not separated by pulling a mandrel through the conduit after installation.

**00960.42 Conduit** - Replace this subsection, except for the subsection number and title, with the following:

**(a) Cleaning New Conduit** – Before cable and wire installation, clean all new conduit with cylindrical mandrel of the proper size for that conduit and blow out with compressed air. Mechanical pulling methods may be used for conduit cleaning.

**(b) Cleaning Existing Conduit** - Before installation of new cable(s) or wire(s) in an existing conduit, temporarily remove all existing cable(s) and wire(s). Clean existing conduit with cylindrical mandrel of the proper size for that conduit and blow out with compressed air. Mechanical pulling methods may be used for conduit cleaning. Stop work and notify the Engineer immediately if there are any difficulties cleaning the existing conduit. Reinstall existing cable(s) and wire(s) in existing conduit unless otherwise shown.

**(g) Conduit on Wood Poles** - Mount conduit on wood poles with two-hole, galvanized, steel conduit straps spaced no more than 3 feet apart. Mount conduit on Utility-owned wood poles according to local Utility regulations. Use stand-off brackets if required.

**00960.43 Foundations** – Replace this subsection, except for the subsection number and title, with the following:

Construct foundations for pedestals, posts, and cabinets according to Section 00440 and the applicable portions of 00540.48(a). Place concrete:

- Directly against the sides of the excavation in undisturbed or well-compacted material or place in forms.
- With a continuous pour.
- To the elevation shown or directed.
- With conduit ends and anchor rods held securely in proper vertical position, to proper height, using a manufacturer's recommended template until the concrete sets.

Maintain rebar clearances during concrete pour.

Make no adjustments of anchor rods after concrete has set.

Set forms square and true to line and grade. Construct forms of rigid materials that remain in position until removed.

Remove forms and place subsequent loading according to Table 00540-1.

Finish tops of foundations to Roadway, sidewalk or curb grade, or as directed.

Finish exposed concrete foundations to present a smooth, neat appearance. Fill all holes.

**00960.44 Junction Boxes** - Delete this subsection.

**00960.45 Cable and Wire** - Delete this subsection.

**00960.46 Wiring Practices** - Replace this subsection with the following subsection:

**00960.46 Service Cabinet and Electrical Energy** - Install service cabinet and associated equipment early on to allow the Utility to schedule its Work before project completion. Have the service cabinet inspected by the Utility providing power. Arrange for the Utility to make the electrical hookup.

Furnish and install a meter base approved by the serving Utility (with cover by the Utility), where shown.

**00960.47 Wood Poles** - Delete this subsection.

**00960.48 Coating** - Delete this subsection.

**00960.49 Electrical Service** - Delete this subsection.

**00960.50 Grounding and Bonding** - Replace this subsection, except for the subsection number and title, with the following:

(a) **General** - Make all ground rods, metal conduit, metal poles, grounding wire, metallic junction boxes, metallic junction box covers, and cabinets mechanically and electrically secure to form a continuous, effectively grounded and bonded system.

(b) **Grounding/Bonding Wire** - Use a THWN No. 6 AWG stranded copper grounding/bonding wire in conduit or as shown. Use an un-insulated No. 4 AWG stranded copper grounding/bonding wire outside of conduit or as shown.

(c) **Ground Rods** - Ground each above ground metallic Structure with a separate ground rod.

(1) **Located in Junction Box** - Install ground rod in a junction box if shown. Drive ground rods into the ground with the top of the ground rod 2 inches to 3 inches above the bottom of the junction box to allow for an accessible clamp.

(2) **Located in Foundation** - Install ground rod in a foundation if shown, with the ground rod 2 inches to 3 inches above the top of the foundation to allow for an accessible clamp.

(d) **Services and Cabinets** - Bond the neutral conductor, the control cabinets, and the metal base to the grounding electrode system.

(e) **Nonmetallic Conduit** - In all nonmetallic conduit, run a ground/bond wire continuously between all poles, pedestals, posts, and cabinets. Bond wires are not required in conduit that only contains circuits that operate at less than 25 volts.

Add the following subsection:

**00960.60 Maintenance, Operation and Power Costs** - The Agency will continue normal maintenance and operations of the existing systems including the furnishing of electrical energy. Do not use for construction purposes electrical energy billed to the Agency or other agencies.

**00960.70 Electrical Energy** – Replace this subsection with the following:

**00960.70 Electrical Energy and Permits** - Electrical permits are required before any electrical installation is begun in conformance with ORS 479.550. Inspections are required for all segments of the traffic signal, traffic signal detection, illumination, and communication system installations, including all underground conduits and other underground work in conformance with OAR 918-271-0040(1). Inspections shall be scheduled as directed on the Electrical Permit forms and the Contractor shall also notify the Project Manager. Electrical Permits must consist of the following components and cover all related work required in the traffic signal, video monitoring system, and communications systems installation:

- Service (for the meter pedestal)
- Feeder (for the feeder to traffic signal control cabinet)
- Branch Circuits (for field wiring)
- Limited Energy – Non Residential (for detection and fiber optic installation)

The electrical Contractor shall provide a copy of the applicable Electrical Permit and a listing of the persons expected to perform the electrical work and otherwise staff the traffic signal, system monitoring video system, and communications systems installation projects to the Project Manager with the project schedule at the arranged contract pre-construction meeting. Electrical license may be checked periodically in the course of the electrical work. Any necessary fees for electrical permits will be at cost to the Contractor.

After obtaining the required permits, have the power service inspected by the utility providing the power. Arrange for the utility to make the electrical hookup.

Electrical energy costs will be billed to the Agency or those named in the construction agreement for permanent installations. Do not use for construction purposes electrical energy billed to the Agency or other agencies.

Add the following subsection:

**00960.71 As-Built Plans** - Upon completion of the installation, submit a red-lined copy of the original Plans noting all changes made. The information furnished shall include all modifications made and shall represent the material installed and in operation. It shall be sufficiently detailed to enable maintenance forces to replace or repair any part of the Project under routine or emergency maintenance by direct reference.

## **SECTION 00990 - TRAFFIC SIGNALS**

Comply with Section 00990 of the Standard Specifications modified as follows:

**00990.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

In addition to the requirements of Section 00960 and Section 00962, install traffic signals according to the following Specifications.

Add the following subsection:

**00990.02 Electrical Materials** - Submit all electrical materials the Contractor proposes to install according to 00960.02.

**00990.10 Backer Rod and Loop Sealant** - Replace this subsection with the following subsection:

**00990.10 Materials** - Furnish Materials meeting the following requirements:

Backer Rod ..... 02440.14

Furnish the following Materials from the QPL:

- Hot-Melt Loop Sealant

Add the following subsection:

**00990.11 Traffic Signal Control Devices** - The traffic signal controllers and related Equipment shall conform to requirements of the current edition of the ODOT Standard Specification for Microcomputer Signal Controller and errata.

The most current published version of the ODOT Standard Specification for Microcomputer Signal Controller, including all published errata, on ODOT's Traffic Standards website (see 00110.05(e)) at the time of Advertisement is the version in effect for the Project.

Add the following subsection:

**00990.30 Video/Radar Detector Manufacturer's Representative** - Provide the services of a manufacturer's representative on-site within 1 week in advance of the anticipated signal completion date to set up devices with Agency electrical crew present.

**00990.40 Cable and Wire** : Delete this subsection.

**00990.41 Cabinet** : Replace this subsection with the following subsection:

**00990.41 Inductive Loop Detectors:**

(a) **General** - Do not begin saw cutting until the loop layout has been inspected by the Engineer.

Do not place wire in saw cuts until the cuts have been inspected by the Engineer.

(b) **Saw Cut and Wire Installation** - Saw cut in a manner that is the most practicable, direct line between loops and junction boxes.

Immediately after saw cutting and before the cuttings dry, thoroughly flush each cut with a high-pressure water stream. Before the cuts dry, blow cuts free of water, debris, rock, and grit with compressed air. Slots may also be cleaned by means of a high-pressure water injection/vacuum extraction system. Remove rocks or other material that may be wedged in the cut. Remove and dispose of all cuttings according to 00290.20.

Dry cuts before placing wire.

After the saw cut is cleaned of debris, place the loop wire by pushing it into the slot with a blunt nonmetallic object. Use care to avoid damaging the insulation.

**(c) Sealant** - Install the sealant in slots according to the manufacturer's instructions. Furnish a copy of the manufacturer's specifications including application procedures. The Engineer may order a test run of any application method or material before filling saw cuts.

In order to prevent heat damage to the insulation, do not allow the temperature of the sealant to exceed 410 °F during application. Install hot-melt sealants in layers to prevent damage to wire insulation. Allow each layer to cool before the next layer is installed. Do not use water to accelerate cooling.

Sealants that crack or pull away from the saw cuts after curing will be rejected.

**(d) Resistance and Continuity Testing** - The resistance to ground of the loop and loop feeder combinations, shall be 500 MΩ or greater when checked at the following conditions:

- Before splicing and sealing - continuity test
- Before splicing after sealing - resistance test
- After splicing and sealing - resistance test

Furnish a report of the resistance and continuity results for each loop at each testing condition.

**00990.42 Indication Equipment** : Replace this subsection with the following subsection:

**00990.42 Controller Cabinet Terminations:**

**(a) General** - Terminate all field wiring to the terminal blocks physically attached to the controller cabinet

**(b) Loop Feeder Cables** – When terminating loop feeder cable inside the controller cabinet, do not remove the outside jacket and shield more than 6 inches from the end of the cable. Crimp lugs used for loop wire field terminals may be insulated or non-insulated. Terminate loop feeder shield drain wire to the cabinet input panel grounding bus nearest the feeder wire termination point.

**00990.43 Traffic Signal Detection Devices** : Replace this subsection with the following subsection:

**00990.43 Traffic Control Signs** - The type of sign and method of mounting will be as shown. Signs shall conform to the applicable portions of Section 00940.

**00990.44 Traffic Control Signs** - Replace this subsection with the following subsection:

**00990.44 Illumination on Traffic Signal Poles** - Install illumination and associated appurtenances on traffic signal poles as shown and according to applicable portions of Section 00970.

Add the following subsection:

**00990.45 Signal Covers** - Cover mounted vehicle signals and pedestrian signals at all times until the signal installation is ready for continuous operation.

**00990.46 Fire Preemption** – Replace this subsection with the following subsection:

**00990.46 Pushbutton Covers** - Cover mounted pushbuttons at all times until the pushbuttons are operational.

Add the following subsection:

**00990.60 Cabinet Protection** - Keep interiors of all cabinets clean and free of dust, dirt, moisture, and other foreign matter.

**00990.70(a) Delivery of Control Equipment** - Replace this subsection, except for the subsection number and title, with the following:

Provide all traffic control signal Equipment for the Project according to the cabinet print(s), including all associated manuals, diagrams, and other documents. The cabinet print(s) will be made available to the Contractor by the Engineer. Deliver all traffic signal control Equipment, including wiring diagrams and operation manuals, in one shipment. Partial shipments will not be accepted and will be returned to the Contractor at no additional cost to the Agency. Include the following information with the Equipment shipments:

- Contractor
- Location
- For controller cabinets, TSSU ID number
- Contract number
- Completed Green Sheets

Deliver the traffic signal control Equipment and information for testing to:

Oregon Department of Transportation  
Traffic Systems Services Unit  
2445 Liberty St. NE  
Salem, Oregon 97303-6738

**00990.70(b) Control Equipment Testing** – Replace the sentence that reads “Control equipment will be tested at no cost to the Contractor” with the following:

Any cost associated with testing the control equipment will be the responsibility of the contractor.

Add the following subsection:

**00990.70(f) Control Equipment Installation** - Add the following paragraph to the end of this subsection:

The Agency will be responsible for providing signal timing software and timing parameters.

**00990.70(i) Interconnect System Testing** - Replace the title of this subsection with "**Interconnect System Testing for Copper Twisted Pair**".

**00990.80 Measurement** - Add the following paragraph to the end of this subsection:

Signs shown on the traffic signal poles, mast arms, or span wires that are shown on the sign and post data table will be measured according to 00930.80 and 00940.80.

**00990.90 Payment** - Add the following paragraphs to the end of this subsection:

Signs shown on traffic signal poles, mast arms, or span wires that are shown on the sign and post data table will be paid for according to 00930.90 and 00940.90.

Replace the sentence beginning with "No separate or additional payment will..." with the following paragraph:

No separate or additional payment will be made for:

- Replacement of disturbed earthwork, Base and Surfacing
- Illumination and associated appurtenances shown on traffic signal poles.
- Steel Reinforcement

## **SECTION 01030 - SEEDING**

Comply with Section 01030 of the Standard Specifications.

## **SECTION 01040 - PLANTING**

Comply with Section 01040 of the Standard Specifications.

## **SECTION 02040 - CHEMICAL ADMIXTURES**

Comply with Section 02040 of the Standard Specifications modified as follows:

**02040.10 Materials** - Replace this subsection, except for the subsection number and title, with the following:

Furnish admixtures from the QPL.

### SECTION 02050 - CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

**02050.10 Liquid Compounds** - Replace the paragraph that begins “Furnish liquid membrane-forming curing...” with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309.

Delete the paragraph that begins “Before using liquid compounds, submit...”.

**02050.20 Polyethylene Films** - Replace the paragraph that begins “Furnish clear or white...” with the following paragraph:

Furnish clear or white polyethylene films for curing concrete meeting the requirements of ASTM C171.

### SECTION 02450 - MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

**02450.00 Scope** – Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for precast manhole sump sections, metal frames, covers, grates, and manhole steps.

**02450.30 Metal Frames, Covers, Grates, and Ladders** - Replace this subsection with the following subsection:

**02450.30 Metal Frames, Covers, Grates, and Steps** – Comply with the following:

Projects on State Highways		
Item	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 306	Class 35 B
Inlet frames and grates	M 306	Class 35 B
	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35
All Other Projects		
Item	AASHTO (ASTM) Designation	Grade



Manhole frames and covers	M 105	Class 30 B
Inlet frames and grates	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35

Steps for manholes shall be steel-reinforced plastic conforming to AASHTO M 199 (ASTM C478) and AASHTO T 280 (ASTM C497). The steel shall be deformed reinforcing bar conforming to AASHTO M 31 (ASTM A615) Grade 60, No. 4 minimum. The plastic material surrounding the reinforcing steel bar shall be injection molded, with a textured, non-slip surface and a minimum thickness over the steel of 1/16 inch. Voids in the plastic will be cause for rejection of the step.

Welding shall conform to AWS D1.1. Frames, covers and grates for use one with another shall have even and uniform bearings. Miscellaneous metal items and hardware shall conform to the appropriate requirements of Section 00560.

Inlet frames and grates that are fabricated out of steel shall be galvanized according to the appropriate requirements of Section 02530.

## SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

**02510.10 Deformed Bar Reinforcement** - Replace this subsection, except for the subsection number and title, with the following:

Furnish deformed bar reinforcement from the QPL and conforming to the requirements of ASTM A706, AASHTO M31 (ASTM A615), AASHTO M334, or ASTM A1035 . Unless otherwise specified or shown, all reinforcing bars shall be Grade 60.

**02510.20 Mechanical Splices** - Replace this subsection, except for the subsection number and title, with the following:

Furnish mechanical splices from the QPL. Where bars of different sizes or strengths are connected, the governing strength shall be the strength of the smaller or weaker bar.

- Type 1 Mechanical Splices - Furnish Type 1 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars. Type 1 Mechanical Splices are not allowed for column bars.
- Type 2 Mechanical Splices - Furnish Type 2 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars and 100 percent of the specified tensile strength of the reinforcing bars.
- Total slip displacement - Measure displacement after loading in tension to 30.0 ksi and relaxing to 3.0 ksi. The displacement for bars up to No. 14 shall not exceed 0.01 inches. The displacement for No. 18 bar shall not exceed 0.03 inches.

**02510.25 Headed Bar Reinforcement** - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class HA headed steel bar from the QPL for concrete reinforcement. The headed steel bar shall develop the specified minimum tensile strength of the reinforcing bars, according to ASTM A970. Ferrous-filler coupling sleeves and welded headed steel bars are not allowed for concrete reinforcement.

### **SECTION 02530 - STRUCTURAL STEEL**

Comply with Section 02530 of the Standard Specifications modified as follows:

**02530.70 Galvanizing** - Replace the paragraph that begins "Steel that will be finished by hot-dip galvanizing..." with the following paragraph:

Steel that will be finished by hot-dip galvanizing for use as sign bridges, illumination poles, traffic signal poles, sign supports, bridge rail and items designated on the Plans as "Galvanize - Control Silicon" shall have controlled silicon content. The silicon content shall be in either of the ranges 0 - 0.06 percent or 0.13 - 0.25 percent. Before galvanizing, submit mill test certificates verifying silicon content to the Engineer and the galvanizer.

### **SECTION 02560 - FASTENERS**

Comply with Section 02560 of the Standard Specifications modified as follows:

Add the following subsection:

**02560.05 Geometry** - Bolt or rod length used shall be such that the end of the bolt or rod extends beyond or is at least flush with the outer face of the nut when properly installed.

**02560.10(b) Nuts**— Replace this subsection, except for the subsection number and title, with following:

Nuts for carbon steel bolts shall conform to the requirements of the following, or equivalent:

#### **Plain (Noncoated) Bolts:**

- 1/4" - 1 1/2" - ASTM A563, Grade A, hex
- Over 1 1/2" - 4" - ASTM A563, Grade A, heavy hex

#### **Galvanized Bolts:**

- All - ASTM A563, Grade A, C, D, or DH, heavy hex

**02560.20(a) Bolts** – Replace this subsection, except for the subsection number and title, with following:

High-strength bolts used in noncoated weathering steel connections shall be Type 3. High-strength bolts shall conform to the requirements of the following:

**Heavy Hex Head:**

- ASTM F3125, Grade A325

**Twist-Off:**

- ASTM F3125, Grade F1852

**02560.20(b) Nuts** – Replace this subsection, except for the subsection number and title, with following:

Nuts for high-strength bolts shall conform to the requirements of the following, or equivalent:

**Type 1 Plain (Noncoated) Bolts:**

- All - Heavy hex ASTM A563, Grade C, D, or DH

**Type 1 Galvanized Bolts:**

- All - Heavy hex ASTM A563, Grade DH

**Type 3 Bolts:**

- All - Heavy hex ASTM A563, Grade C3 or DH3

**02560.20(f) Lock-Pin and Collar Fasteners** - Delete this subsection.

**02560.30(c) Nuts** – Replace this subsection, except for the subsection number and title, with following:

Nuts for tie rods, anchor bolts, and anchor rods shall conform to the requirements of the following, or equivalent:

**Plain Steel Tie Rods, Anchor Bolts, and Anchor Rods:**

- All - Heavy hex ASTM A563, Grade A

**Galvanized Steel Tie Rods, Anchor Bolts, and Anchor Rods:**

- All - Heavy hex ASTM A563, Grade A, C, D, or DH

**Plain Or Galvanized High-Strength Tie Rods, Anchor Bolts, or Anchor Rods:**

- All - Heavy hex ASTM A563, Grade DH

**02560.40 Galvanizing and Coating** - Replace this subsection with the following subsection:

**02560.40 Galvanizing and Coating:**

**(a) High Strength Fasteners** - When specified, hot-dip galvanize Grade A325 fasteners or mechanically deposit zinc to Grade F1852 fasteners according to ASTM F3125.

**(b) Tie Rods, Anchor Bolts, Anchor Rods and Carbon Fasteners** - Hot-dip galvanize, tie rods, anchor bolts, anchor rods, nuts, washers and carbon fasteners according to ASTM F2329 as appropriate to the product.

Overlap nuts for galvanized fasteners, galvanized tie rods, galvanized anchor bolts, and galvanized anchor rods according to ASTM A563.

Measure the zinc thickness on the wrench flats or top of bolt head of galvanized bolts and on the wrench flats of galvanized nuts.

**(c) Direct Tension Indicators** – When specified, apply mechanically deposited zinc according to ASTM F959.

**(d) Repair of Hot-Dip Galvanizing** - Repair damaged hot-dip galvanizing according to ASTM A780. Minimum zinc content for Method A2 is 94 percent on the dry film.

**02560.60(b) Other Test Requirements** - In the paragraph that begins "Wedge test all bolts according..." replace the words "AASHTO M 164 (ASTM A325)" with the words "ASTM F3125, Grade A325 or Grade F1852".

**02560.70 Lubricating Fasteners** - Replace this subsection, except for the subsection number and title, with following:

Furnish all galvanized and coated fasteners with a factory applied commercial water-soluble wax that contains a visible dye of a color that contrasts with the color of galvanizing or coating. Black fasteners shall be "oily" to the touch when installed.

Field lubricate galvanized bolts in tapped holes, galvanized anchor rods, and galvanized tie rods with a lubricant from the QPL. Apply lubricant to threads and to bearing surfaces that will turn during installation.

Protect fasteners from dirt and moisture at the Project site.

Retest heavy hex head fasteners that do not pass the field rotational capacity test. Clean and relubricate heavy hex head fasteners with a lubricant from the QPL prior to retesting.

Relubrication of Twist-Off fasteners is not permitted.

## **SECTION 02920 - COMMON ELECTRICAL MATERIALS**

Comply with Section 02920 of the Standard Specifications modified as follows:

**02920.21(a) General** – Add the following to the end of this Section:

All high-voltage wiring smaller than #10 AWG shall be IMSA 19-1 cable.

**02920.21(c) Traffic Signal Circuits** – Replace this Section with the following:

The #14 AWG, multi-conductor cables ran for traffic signal circuits will conform to IMSA Specification 19-1. Color coding of the conductors will be as follows:

**Traffic Signal Color Code**  
 Clackamas County, Oregon  
 #14 AWG IMSA 19-1 Traffic Signal Cable  
 Mast Arms Only

	Function (Phase)	20 Conductor [Feed]	10 Conductor [Branch]	7 Conductor [Branch]	5 Conductor [Branch]	4 Conductor [Branch]
Main Street	Phase Red	Red	Red	Red	Red	Red
	Phase Yellow	Orange	Orange	Orange	Orange	Orange
	Phase Green	Green	Green	Green	Green	Green
Side Street	Phase Red	Red/Black	Red/Black	Red	Red	Red
	Phase Yellow	Orange/Black	Orange	Orange	Orange	Black
	Phase Green	Green/Black	Green/Black	Green	Green	Green
Left Turn	Phase Red	Red/Black	White/Black	White/Black	Red	Red
	Phase Yellow	White/Red	Black	Black	Orange	Black
	Phase Green	Black/White	Blue	Green	Green	Green
Overlap	Phase Red	Red/Green	White/Black	White/Black	Red	Red
	Yellow/Flashing Yellow Arrow	Orange/Red	Black	Black	Orange	Black
	Phase Green	Blue/Red	Blue	Blue	Green	Green
Main Street	Phase Don't Walk	Red/White	Red	Red	Red	-
	Phase Walk	Green/White	Green	Green	Green	
Side Street	Phase Don't Walk	Black	Red/Black	Red	Red	-
	Phase Walk	Blue/White	Green/Black	Green	Green	-
Push-Button	Common	White/Black	White/Black	White/Black	Orange	-
	Main Street Phase	Blue	Blue	Blue	Black	-
	Side Street Phase	Blue/Black	Black	Black	Black	-
	Spare	White	-	-	-	-
	AC Common (Branch Only)	-	Spare	White		

**SECTION 02925 - TRAFFIC SIGNAL MATERIALS**

Comply with Section 02925 of the Standard Specifications modified as follows:

Add the following subsection:

**02925.40(a) Power Service Cabinet** - Service cabinets shall be the following or an approved equal:

Fouch Drwg #0600-0074-00 (NEMA 3-R Metered Base Mount Service Cabinet Clackamas County).

**02925.66 Pedestrian Push Buttons and Mount:** - Replace Section 02925.66 with the following:

**02925.66 Pedestrian Push Buttons and Mount:** - Pedestrian pushbuttons for installation at traffic signals shall be as follows:

Pedestrian push button system shall be a Polara iNavigator 2-Wire (iNS2) Push Button Station (P/N: iNS2-3-T-N-0-B) or approved equal. See the plan set for additional details. The following components make up the push button system:

(a) **Push Button Station (P/N: iNS2 PBS)** - The main body with pushbutton for installation on the signal or pedestrian pole using 2-Wire push button wired as a 3-Wire system.

(b) **Ped Head Control Unit (P/N: iPHCU3W)** - Interface device for installation in pedestrian signal head. One per Push Button Station.

(c) **Pedestrian Push Button Decal** - The pedestrian push button sign shall be a Polara option T (Hi-Intensity Retroreflective MUTCD R10-3e) 9"x15" sign.

(d) **Interconnect Cables (iN3-CABLE-X)** - Pre-cut lengths (12', 25', or 50') of interconnect cable from Push Button Station to Ped Head Control Unit.

(e) **iNav Bluetooth Dongle (iN-DGL)** - Bluetooth dongle to communicate from personal computer with Polar iN3 Push Button Station.

### **SECTION 02926 – Highway Illumination Materials**

Comply with Section 02926 of the Standard Specifications modified as follows:

Add the following subsection:

**02926.40(a) Power Service Cabinet** - Service cabinets shall be the following or an approved equal:

Fouch Drwg #0600-0074-00 (NEMA 3-R Metered Base Mount Service Cabinet Clackamas County).

**02926.54 LED Luminaires:** – Replace Section 02925.66 with the following:

**02926.54 LED Luminaires:**

(a) **LED Luminaire Types** - Furnish LED luminaires as shown in the plans.

(b) **Submittals** – Before beginning LED luminaire installation, submit LED luminaires according to 00150.37 for review by the Engineer:

Within 21 Calendar Days after receipt of submittals the Engineer will review the submittals and designate as “approved”, “approved as noted” or returned for correction”. Do not begin LED luminaire installation before receiving written approval of submittals from the Engineer.

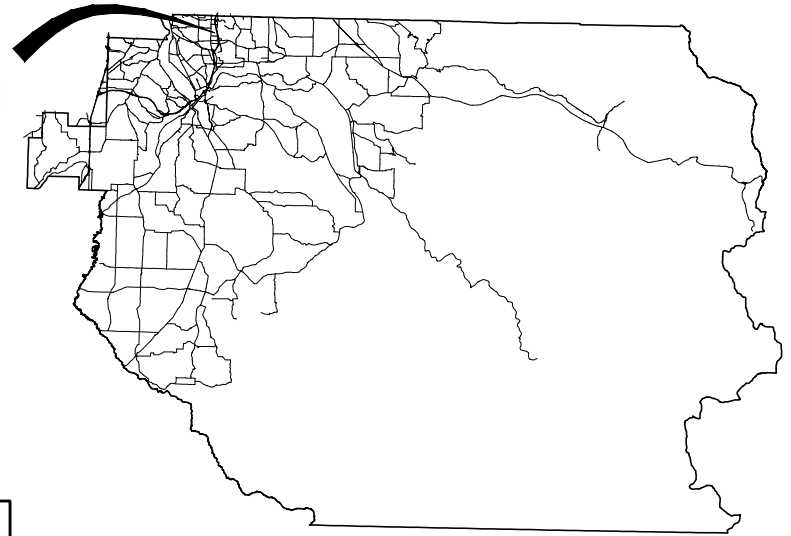
# CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

## FULLER - CAUSEY SAFE ROUTES TO SCHOOL CROSSWALK IMPROVEMENTS

### ELECTRICAL

CLACKAMAS COUNTY OREGON  
SPRING 2022

PROJECT  
LOCATION

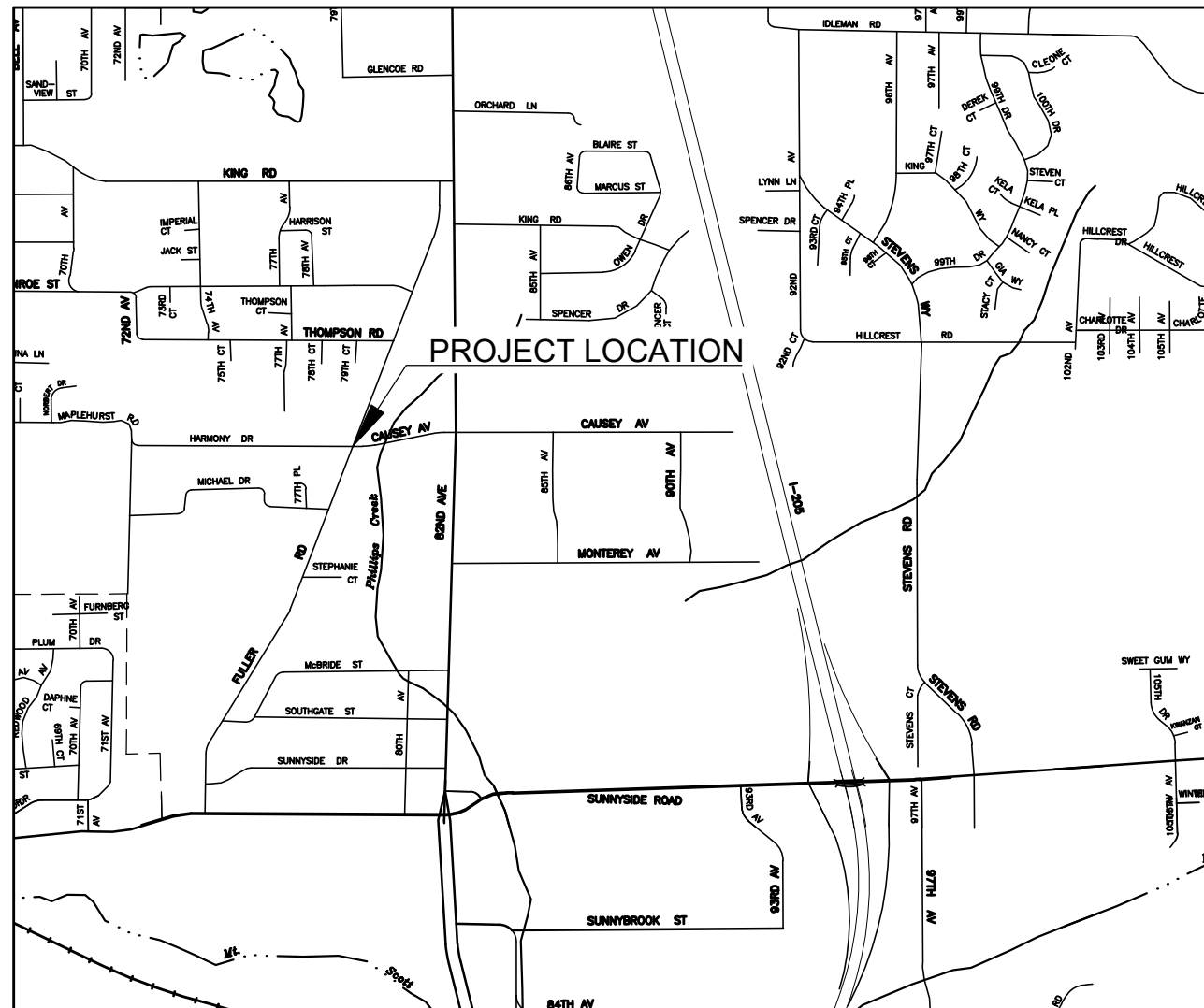


### Sheet Index

- 1 Title Sheet
- 1A Legend
- 1B STD DWGS & Abbreviations
- 2 Demo Plan
- 3 Road Plan
- 3A East Curb Ramp Detail
- 3B West Curb Ramp Detail
- 3C Island Curb Detail
- 3D Construction Details
- 3E Construction Notes
- 4 Erosion & Sediment Control
- 5 RRFB Plans
- 5A Electrical Connection
- 5B RRFB Detail
- 5C Pole Information
- 6 Signing Plan
- 7 Striping Plan

#### VERTICAL DATUM & BASIS OF BEARINGS

VERTICAL DATUM: NAVD 88  
 GEODETIC DATUM: NORTH AMERICAN DATUM OF 1983 (2011)  
 SYSTEM: OREGON COORDINATE REFERENCE SYSTEM (ORCS)  
 ZONE: PORTLAND  
 PROJECTION: LAMBERT CONFORMAL CONIC PROJECTION



VICINITY MAP  
NOT TO SCALE

**ATTENTION :**  
 Oregon Law Requires You To Follow Rules  
 Adopted By The Oregon Utility Notification Center.  
 Those Rules Are Set Forth In OAR 952-001-0010 Through  
 OAR 952-001-0090. You May Obtain Copies Of The Rules From The Center.



T. 1S, R. 2E SEC. 32



TITLE SHEET  
 FULLER - CAUSEY  
 SRTS CROSSWALK  
 IMPROVEMENT PLANS


































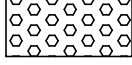
























CLACKAMAS COUNTY  
 DEPT. OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045  
 DIRECTOR  
 DAN JOHNSON

DESIGNED BY: MAW  
 DRAFTED BY: MAW  
 CHECKED BY: JH

NO	DATE	REVISIONS




## LEGEND

EXISTING	PROPOSED	EXISTING	PROPOSED
	- FIRE HYDRANT		- EASEMENT
	- FIRE DEPARTMENT CONNECTION		- CENTERLINE
	- UNDERGROUND WATER VAULT		- RIGHT-OF-WAY LINE
	- WATER VALVE		- FENCE LINE, TYPE AS NOTED
	- WATER METER BOX		- STORM DRAINAGE LINE
	- IRRIGATION CONTROL BOX		- SANITARY SEWER LINE
	- GROUND LIGHT		- UNDERGROUND WATER LINE
	- SHOEBOX LIGHT (SINGLE)		- UNDERGROUND ELECTRICAL LINE
	- ACORN/GLOBE LIGHT		- UNDERGROUND CABLE TV LINE
	- STREET LIGHT		- UNDERGROUND NATURAL GAS LINE
	- ELECTRIC METER		- BUILDING FACE
	- ELECTRICAL VAULT		- BUILDING OVERHANG LINE
	- ELECTRIC JUNCTION BOX		- TREE/VEGETATION LINE
	- TRANSFORMER		- DATA FROM AS BUILT INFORMATION
	- TELEPHONE RISER		- ASPHALT SURFACE
	- UNKNOWN CLEANOUT		- 2 INCH ASPHALT GRIND
	- UNKNOWN RISER		- AUDIBLE WARNING (CURB RAMP)
	- UNKNOWN UTILITY VAULT		- CONCRETE SURFACE
	- UNKNOWN JUNCTION BOX		- GRAVEL SURFACE
	- FLAG POLE		- GAS VALVE
	- GATE POST		- SANITARY SEWER MANHOLE
	- SIGN POST		- STORM DRAIN MANHOLE
	- CONIFEROUS TREE		- CATCH BASIN
	- DECIDUOUS TREE		- CURB INLET
	- FOUND MONUMENT AS NOTED. HELD UNLESS OTHERWISE NOTED		- AREA DRAIN
	- FOUND BRASS TACK/SCREW WITH WASHER STAMPED "LS 1841" PER PS 25414 OR PS 27113 HELD - UNLESS OTHERWISE NOTED		- INLET PROTECTION
	- FOUND 1 3/16" COPPER DISK STAMPED "CLACKAMAS CO DTD" PER SN 2009-077 HELD - UNLESS OTHERWISE NOTED		
	- RED PLASTIC CAP		
	- YELLOW PLASTIC CAP		
	- SURVEY NUMBER PER COUNTY SURVEY RECORDS		
	- FOUND		
	- IRON ROD		

**LEGEND**  
FULLER - CAUSEY  
SRTS CROSSWALK  
IMPROVEMENT PLANS

**CLACKAMAS COUNTY**  
DEPT. OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

  
DAN JOHNSON  
DIRECTOR

DESIGNED BY: MJW  
DRAFTED BY: MJW  
CHECKED BY: JH

NO	DATE	REVISIONS



WES STANDARD DWG. REFERENCE	
SWM FC-3.0	FLOW CONTROL - SHEAR GATE AND ORIFICE
SWM MH-6.0	MANHOLE - FLOW CONTROL

ODOT STANDARD DWG. REFERENCE	
RD300	TRENCH BACKFILL, BEDDING, PIPE ZONE AND MULTIPLE INSTALLATIONS
RD335	STANDARD STORM SEWER MANHOLE
RD336	STANDARD MANHOLE DETAILS
RD339	PIPE TO STRUCTURE CONNECTIONS
RD342	SHALLOW MANHOLES
RD344	STANDARD MANHOLE BASE SECTION
RD345	PIPE TO MANHOLE CONNECTIONS
RD346	LARGE PRECAST MANHOLE
RD356	MANHOLE COVERS AND FRAMES
RD360	MANHOLE FRAME ADJUSTMENT
RD371	CONCRETE INLET BASE TYPE CG-3
RD372	CONCRETE INLET TOP, OPTION 1 TYPE CG-3
RD610	ASPHALT PAVEMENT DETAILS
RD700	CURBS
RD720	CURB LINE SIDEWALKS
RD755	CURB RAMP DETAILS
RD759	TRUNCATED DOME DETECTABLE WARNING SURFACE DETAILS & LOCATIONS
RD1010	INLET PROTECTION TYPE 2, 3, 6, AND 7
RD1032	SEDIMENT BARRIER TYPE 8
TM200	SIGN INSTALLATION DETAILS
TM240	CROSSWALK CLOSURE DETAIL
TM503	PAVEMENT MARKING STANDARD DETAIL BLOCKS
TM530	INTERSECTION PAVEMENT MARKINGS (CROSSWALK, STOP BAR & BIKE LANE STENCIL)
TM677	SIGN MOUNTS
TM681	PERFORATED STEEL SQUARE TUBE (PSST) SIGN SUPPORT INSTALLATION
TM800	TABLES, ABRUPT EDGE, AND PCMS DETAILS
TM820	TEMPORARY BARRICADES
TM821	TEMPORARY SIGN SUPPORTS
TM822	TEMPORARY SIGN SUPPORTS
TM841	INTERSECTION WORK ZONE DETAILS
TM844	TEMPORARY PEDESTRIAN ACCESS ROUTING
TM850	2-LANE, 2-WAY ROADWAYS

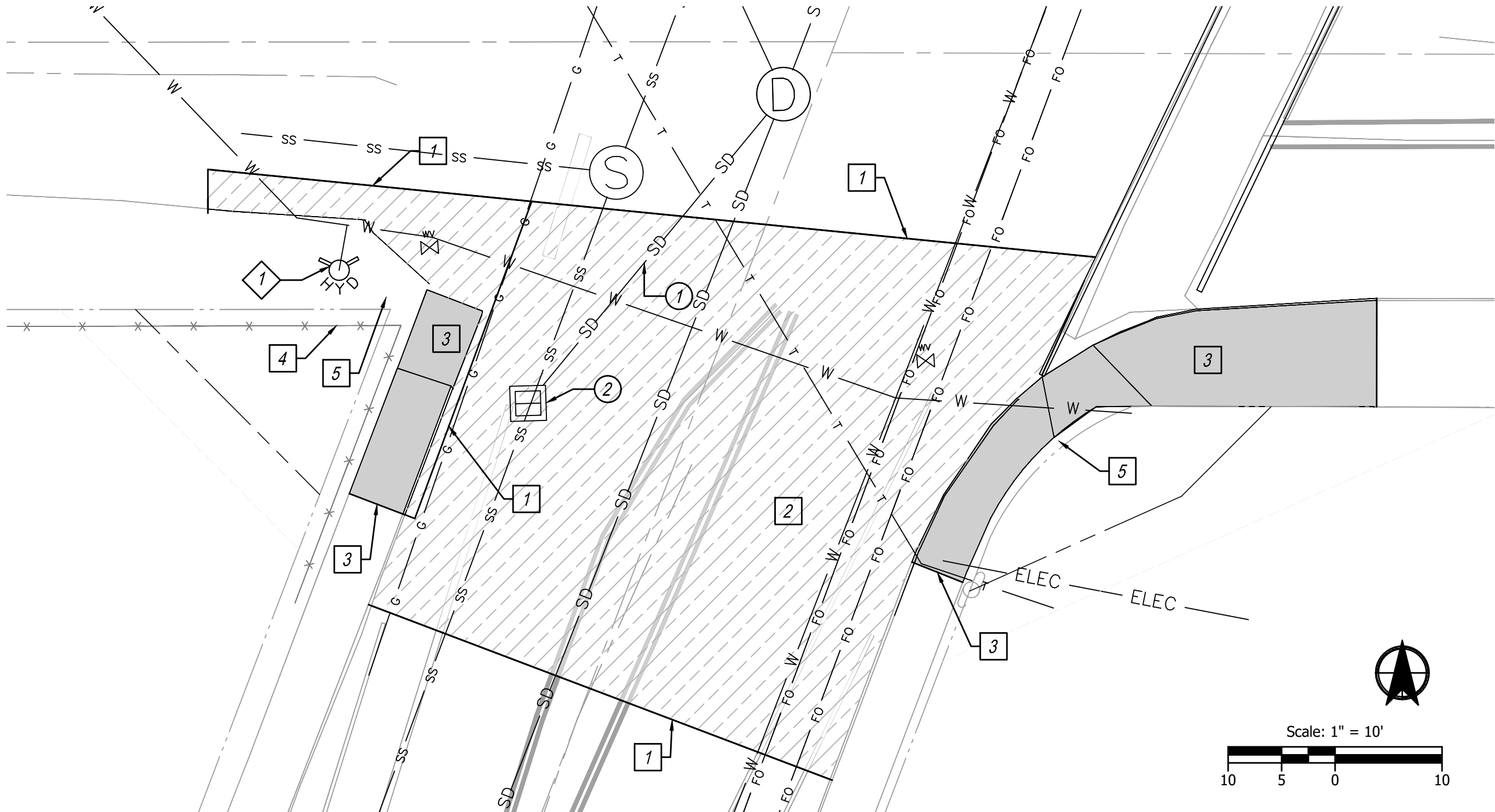
CLACK. CO. STANDARD DRAWING NUMBERS	
T100	STREET NAME SIGNS & DETAILS
T130	STREET NAME SIGNS AND DETAILS (CONTINUED)
T150	STREET MOUNTING AND ATTACHMENTS
T250	SIGN INSTALLATIONS

STANDARD DRAWING RESOURCES	
ODOT	<a href="http://www.oregon.gov/odot/engineering/pages/standards.aspx">HTTP://WWW.OREGON.GOV/ODOT/ENGINEERING/PAGES/STANDARDS.ASPX</a>
WES	<a href="https://www.clackamas.us/wes/stormwaterstandards.html">HTTPS://WWW.CLACKAMAS.US/WES/STORMWATERSTANDARDS.HTML</a>

ABBREVIATIONS					
ACP	ASPHALT CEMENT PAVEMENT	IE	INVERT ELEV	STA.	STATION
APPR.	APPROACH	INV.	INVERT	ST	STREET
CFS	CUBIC FEET PER SECOND	LF	LINEAR FEET	STRM	STORM
C/L	CENTERLINE	LT	LEFT	SY	SQUARE YARD
CLACK.	CLACKAMAS	MAX.	MAXIMUM	T(1-3)	TOWNSHIP
CO.	COUNTY	MH	MANHOLE	TCE	TEMPORARY CONSTRUCTION EASEMENT
COMP	COMPACTED	MIN.	MINIMUM	TEMP	TEMPORARY
CONC.	CONCRETE	N	NORTH	TYP	TYPICAL
CONST	CONSTRUCT	N.T.S.	NOT TO SCALE	USPS	UNITED STATES POSTAL SERVICE
CONT'D	CONTINUED	ODOT	OREGON DEPARTMENT OF TRANSPORTATION	VERT	VERTICAL
DIA	DIAMETER	PCC	PORTLAND CEMENT CONCRETE	W	WEST
DWG	DRAWING	PROJ.	PROJECT	WES	WATER ENVIRONMENT SERVICES
DWY	DRIVEWAY	PROP.	PROPOSED	WQ	WATER QUALITY
E	EAST	RD	ROAD		
EA	EACH	RT	RIGHT		
ELEV	ELEVATION	R/W, ROW	RIGHT OF WAY		
EXTG	EXISTING	S	SOUTH		
FL	FLOW LINE	SEC.	SECTION		
FT	FEET	SHT	SHEET		
G V	GAS VALVE	SQ FT, SF	SQUARE FEET		
HT	HEIGHT	STD	STANDARD		
HORIZ	HORIZONTAL				
I.D.	INSIDE DIAMETER				

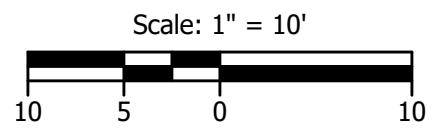


<b>CLACKAMAS COUNTY</b> DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	<b>STD DWGS &amp; ABBREVIATIONS</b> FULLER - CAUSEY SRTS CROSSWALK IMPROVEMENT PLANS	DATE: JUNE 2021 PROJECT NO.: 22289
		DIRECTOR DAN JOHNSON
DESIGNED BY: MJW DRAFTED BY: MJW CHECKED BY: JH	<b>REVISIONS</b>	NO. DATE:
Sheet No.		<b>1B</b>

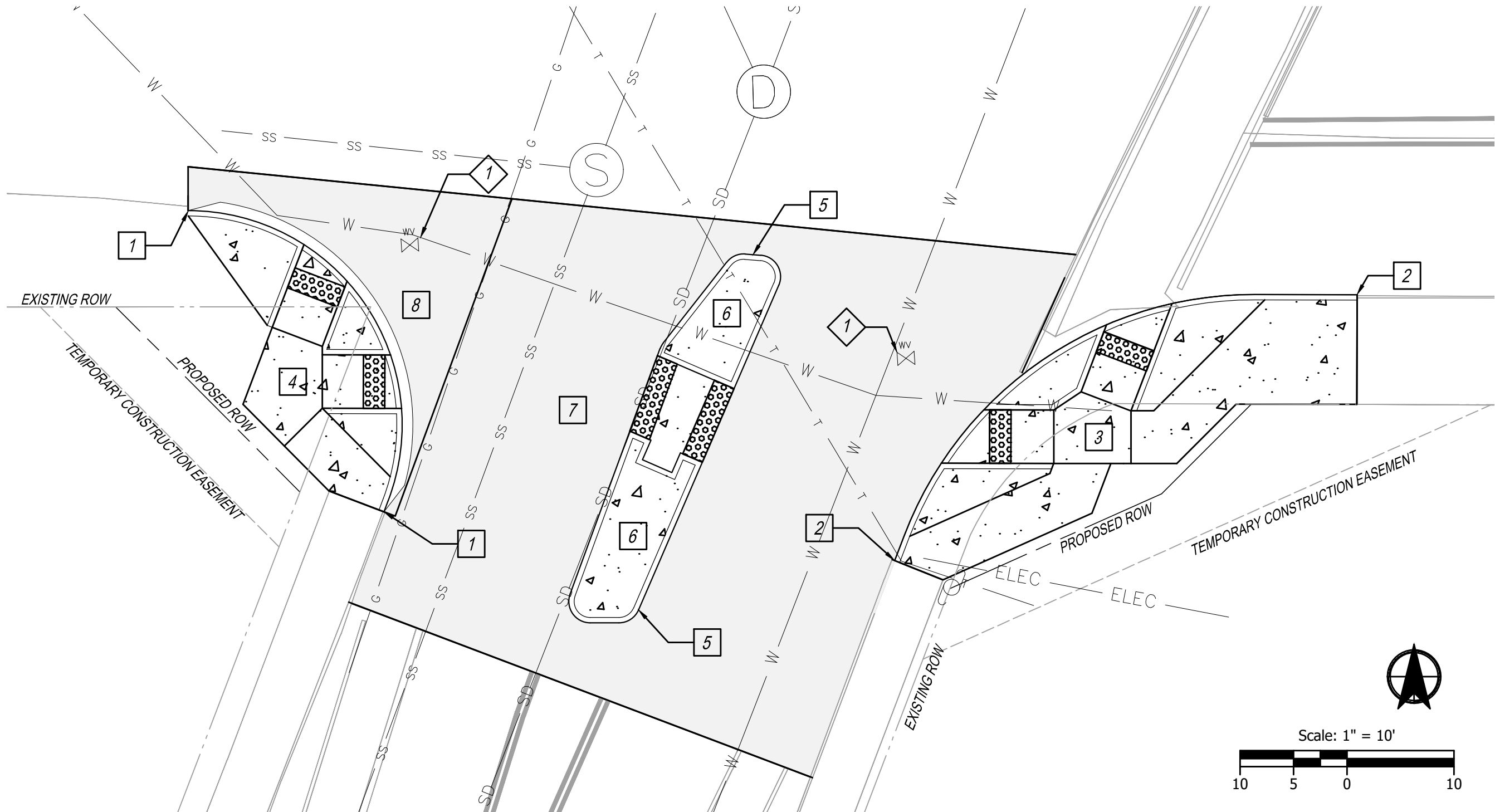


**CONSTRUCTION NOTES:**

- |  |   |  |
|--|---|--|
| <b>1</b> SAWCUT EXISTING PAVEMENT          | <b>5</b> REMOVE AND REINSTALL EXISTING STREET SIGNS AND POLES       | <b>1</b> HYDRANT ASSEMBLY TO BE REMOVED BY OTHERS. |
| <b>2</b> 2-INCH ASPHALT GRIND              | <b>1</b> FILL EXISTING 12" STORM PIPE WITH CDF AND ABANDON IN PLACE |  |
| <b>3</b> REMOVE EXISTING CURB AND SIDEWALK | <b>2</b> REMOVE EXISTING CATCHBASIN                                 |  |
| <b>4</b> REMOVE EXISTING FENCE             |   |  |



<b>CLACKAMAS COUNTY</b> DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045		DIRECTOR <b>DAN JOHNSON</b>						
<b>DEMO PLAN</b> <b>FULLER - CAUSEY</b> <b>SRTS CROSSWALK</b> <b>IMPROVEMENT PLANS</b>		PROJECT NO.: 22289 DATE: JUNE 2021						
DESIGNED BY: MJW DRAFTED BY: MJW CHECKED BY: JH	REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">NO</th> <th style="width: 10%;">DATE</th> <th style="width: 80%;">REVISIONS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		NO	DATE	REVISIONS			
NO	DATE	REVISIONS						
Sheet No. <b>2</b>								

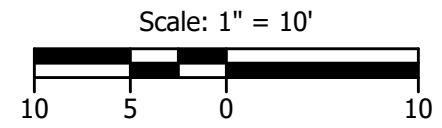


**STREET CONSTRUCTION NOTES:**

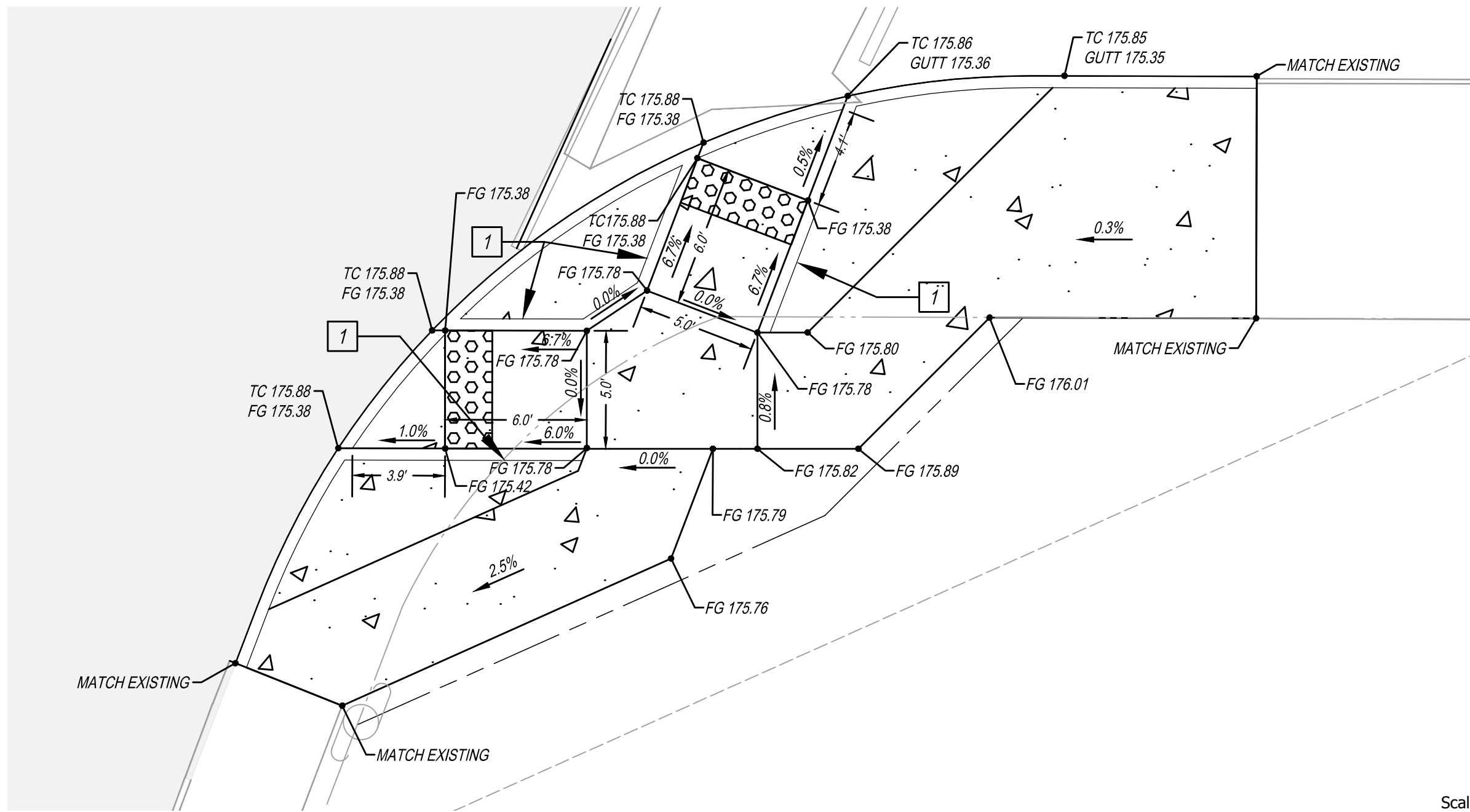
- |  |  |  |
|--|--|--|
| <p><b>1</b> INSTALL STANDARD CURB AND GUTTER, H= 16", E=6" FOR DETAILS, SEE ODOT RD700</p> <p><b>2</b> INSTALL STANDARD CURB H= 16", E=6" FOR DETAILS, SEE ODOT RD700</p> <p><b>3</b> CONSTRUCT SIDEWALK RAMP. SEE DETAIL, SHT. 3A</p> | <p><b>4</b> CONSTRUCT SIDEWALK RAMP. SEE DETAIL, SHT. 3B</p> <p><b>5</b> INSTALL MOUNTABLE CURB H= 16", E=6" FOR DETAILS, SEE ODOT RD700</p> <p><b>6</b> CONSTRUCT CONCRETE ISLAND SEE DETAIL, SHT. 3C</p> | <p><b>7</b> INSTALL ACP WEARING COURSE LEVEL 3, 1/2 IN. DENSE NOM. COMP. THICKNESS = 2"</p> <p><b>8</b> CONSTRUCT PAVEMENT SECTION LEVEL 3, 1/2 IN. DENSE - 8 INCHES 1-1/2 - 0" AGGREGATE BASE - 14 INCHES</p> |
|--|--|--|

**WATER CONSTRUCTION NOTES:**

- 1** ADJUST VALVE LIDS TO FINISHED GRADE

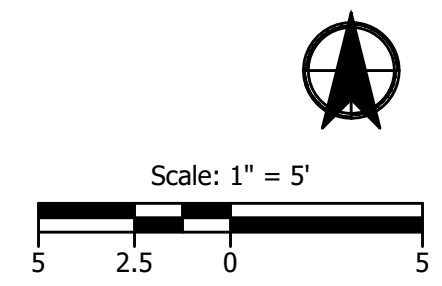


<p><b>ROAD PLAN</b></p> <p><b>FULLER - CAUSEY</b></p> <p><b>SRTS CROSSWALK</b></p> <p><b>IMPROVEMENT PLANS</b></p>	<p>DATE: JUNE 2021</p> <p>PROJECT NO.: 22289</p>						
<p><b>CLACKAMAS COUNTY</b></p> <p>DEPT. OF TRANSPORTATION AND DEVELOPMENT</p> <p>150 BEAVERCREEK ROAD</p> <p>OREGON CITY, OR 97045</p>	<p>DIRECTOR</p> <p>DAN JOHNSON</p>						
<p>DESIGNED BY: MJW</p> <p>DRAFTED BY: MJW</p> <p>CHECKED BY: JH</p>	<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">NO</td> <td style="width: 10%;">DATE</td> <td style="width: 80%;">DESCRIPTION</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO	DATE	DESCRIPTION			
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**CONSTRUCTION NOTES:**

- 1 INSTALL MAILBOX SUPPORT PER ODOT STANDARD DETAILS RD100 AND RD101



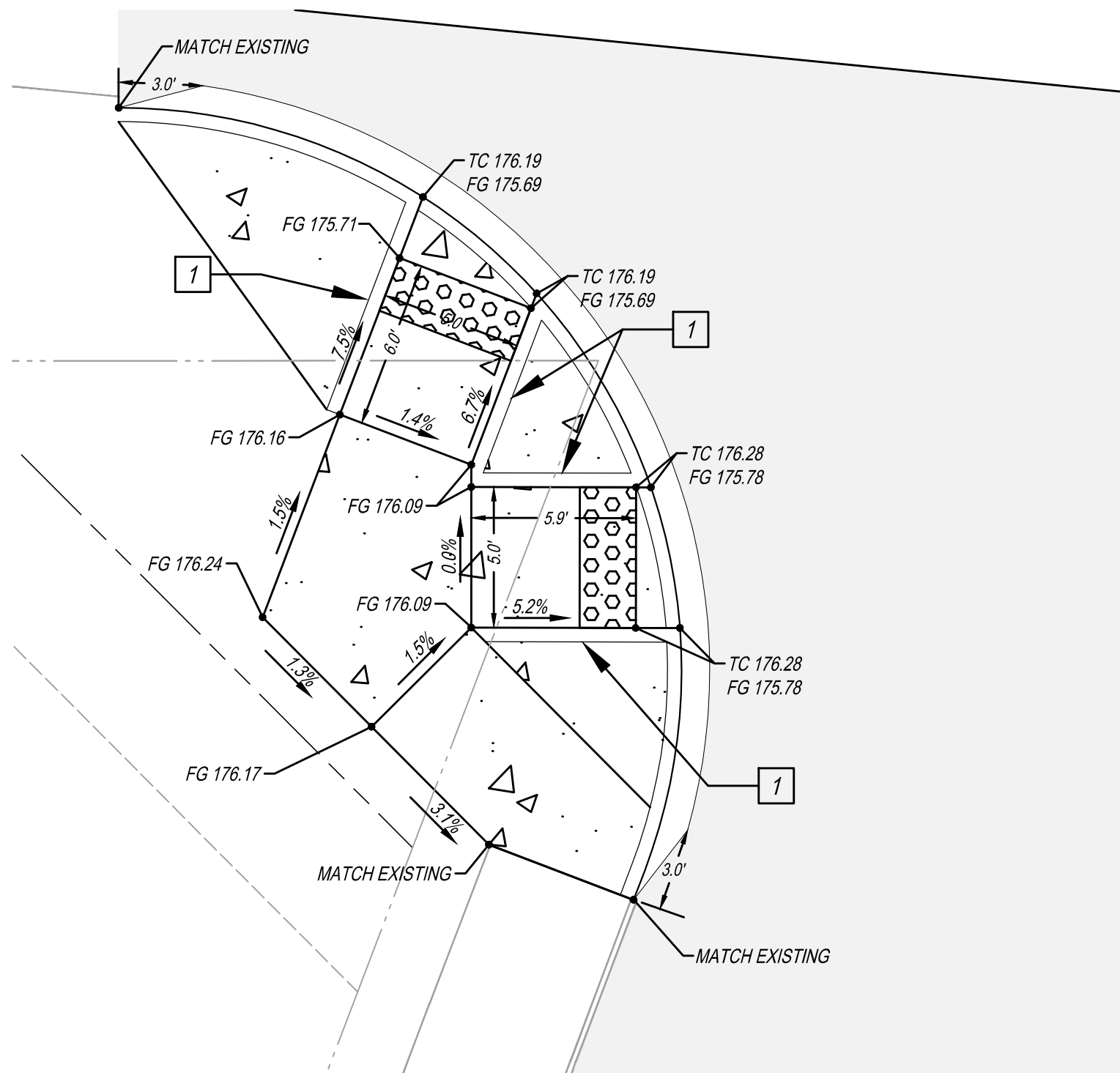
**EAST CURB RAMP DETAIL**  
**FULLER - CAUSEY**  
**SRTS CROSSWALK**  
**IMPROVEMENT PLANS**

**CLACKAMAS COUNTY**  
 DEPT. OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045

**DAN JOHNSON**  
 DIRECTOR

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 CHECKED BY: JH

NO	DATE	REVISIONS

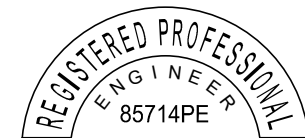
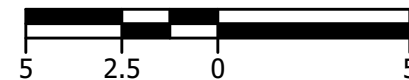


**CONSTRUCTION NOTES:**

- 1 INSTALL MAILBOX SUPPORT  
PER ODOT STANDARD DETAILS RD100 AND RD101



Scale: 1" = 5'



WEST CURB RAMP DETAIL  
FULLER - CAUSEY  
SRTS CROSSWALK  
IMPROVEMENT PLANS

DATE: JUNE 2021 PROJECT NO.: 22289

CLACKAMAS COUNTY  
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AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



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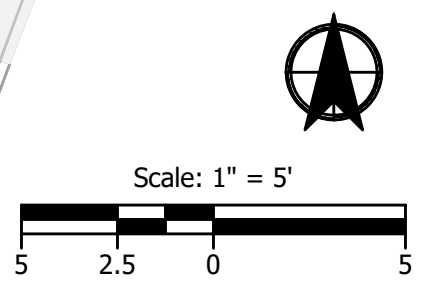
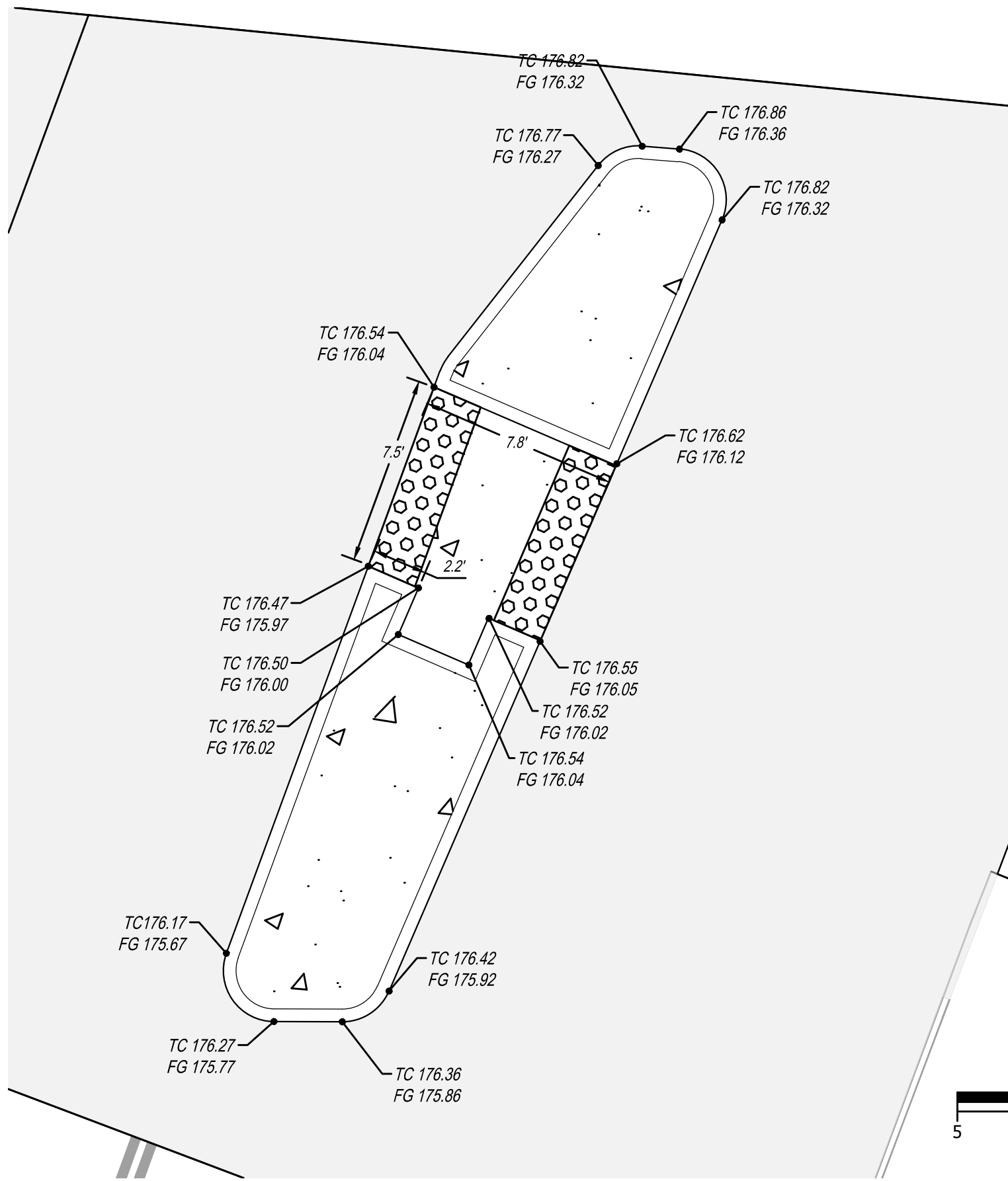
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Sheet No.

3B



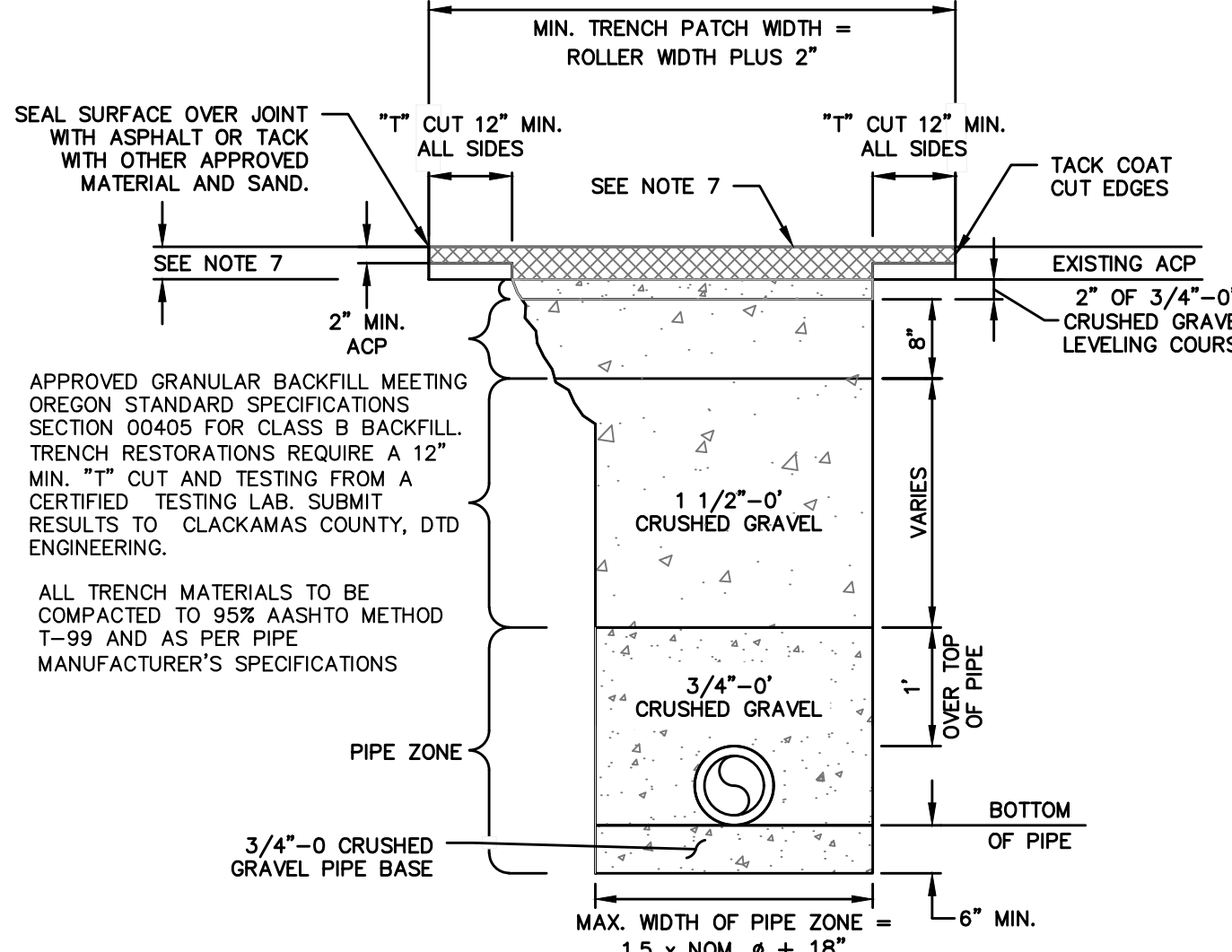
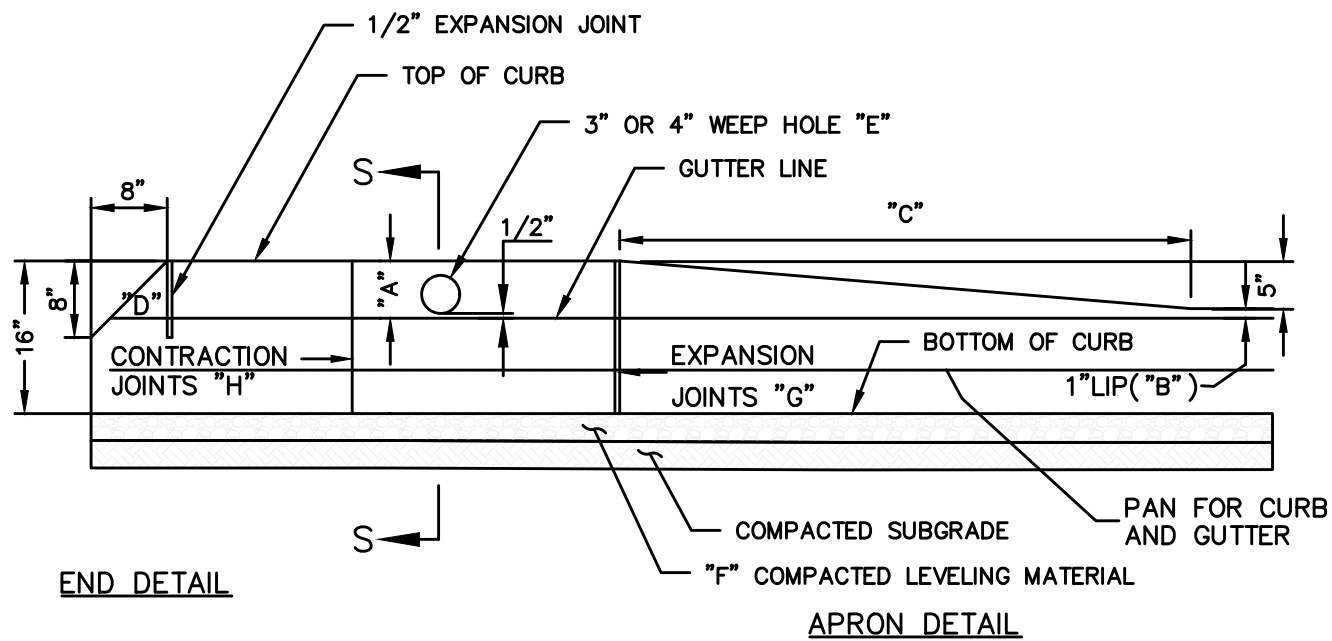
ISLAND CURB DETAIL  
 FULLER - CAUSEY  
 SRTS CROSSWALK  
 IMPROVEMENT PLANS

CLACKAMAS COUNTY  
 DEPT. OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045  
 DAN JOHNSON  
 DIRECTOR

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Sheet No. 3C  
 PROJECT NO.: 22289  
 DATE: JUNE 2021



1. THE EXISTING ACP SHALL BE SAWCUT THROUGH ENTIRE ACP SECTION PRIOR TO EXCAVATION.
2. BACKFILL IN PIPE ZONE SHALL BE PLACED IN MAXIMUM 6" LIFTS AND COMPACTED.
3. TRENCH BACKFILL SHALL BE PLACED IN MAXIMUM 12" LIFTS TO 95% DENSITY.
4. SAWCUT EDGES TO BE TACKED WITH HOT LIQUID ASPHALT.
5. WORK RESULTING IN IRREGULAR TRENCH WIDTHS OR INCIDENTAL DAMAGE TO THE ROADWAY SURFACE WILL REQUIRE ANOTHER SAWCUT AND SUBSEQUENT REMOVAL OF ACP. THE SAWCUT LINE SHALL BE APPROVED BY CLACKAMAS COUNTY PRIOR TO THE PERMANENT ACP REPAIR.
6. RESTORE ACP SECTION WITH 4" OF HMAC LEVEL 3, PG 64-22, 1/2" DENSE GRADED AGGREGATE OR AN EQUAL THICKNESS OF THAT REMOVED WHICHEVER IS GREATER. ASPHALTIC CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF OREGON STANDARD SPECIFICATIONS SEC. 00744.40. ACP TO BE PLACED IN LIFTS BETWEEN 2 INCHES AND 3 INCHES IN THICKNESS.
7. ACP JOINTS/SEAMS SHALL BE SEALED WITH HOT LIQUID ASPHALT, OR APPROVED EQUAL, AND SANDED.
8. CLACKAMAS COUNTY SHALL BE NOTIFIED FOR INSPECTION.
9. TRENCHES SHALL BE PROTECTED WITH STEEL PLATING CAPABLE OF CARRYING A MINIMUM OF H-20 LOADING. EACH PLATE SHALL BE SECURED IN PLACE WITH APPROACH RAMPS OF COLD MIX A.C. LIGHTED BARRICADES SHALL BE MOUNTED WITH BUMP AND CONSTRUCTION AHEAD SIGNS. REFLECTIVE SHEETING FOR NIGHT VISION SHALL BE PLACED AHEAD OF AND ADJACENT TO THE PLATING.
10. TRAFFIC SIGNAL DETECTOR LOOPS IN SIGNALIZED INTERSECTIONS, DAMAGED AS A RESULT OF WORK DONE UNDER THE PERMIT, SHALL BE REPLACED IN THEIR ENTIRETY. NO SPLICING OF TRAFFIC LOOPS IS ALLOWED. ANY TRAFFIC LOOP THAT IS TUNNELED UNDER WILL REQUIRE A FULL DEPTH TRENCH BACKFILL WITH FLUID 150 PSI MAXIMUM STRENGTH CDF (CONTROLLED DENSITY FILL) A MINIMUM WIDTH OF 18" ON EACH SIDE OF THE TRAFFIC LOOP WIRE. ANY TRAFFIC LOOP WORK DONE UNDER THIS PERMIT WILL BE WARRANTED FOR A PERIOD OF TWO YEARS FROM THE DATE OF SUCH WORK.
11. COMPLY WITH SMOOTHNESS REQUIREMENTS OF ODOT STANDARD SPECIFICATIONS.

- NOTES**
1. "A" CURB EXPOSURE, STANDARD 6", VARY AS SHOWN ON TYPICAL SECTION, OR AS DIRECTED.
  - "B" CURB EXPOSURE ADJACENT TO DRIVEWAY, STANDARD 1", OR AS DIRECTED.
  - "C" DRIVEWAY APRON WING, STANDARD RESIDENTIAL & COMMERCIAL 5' MIN, OR AS DIRECTED.
  - "D" END CURB SECTION, TOP TO BE REMOVED UPON EXTENSION OF CURB.
  - "E" WEEP HOLE, 4" PLASTIC DRAIN PIPE OR APPROVED EQUIVALENT, LOCATED AS INDICATED ON THE PLANS OR AS DIRECTED. DRAIN PIPE SHALL HAVE A BELL OR A 3" EXTENSION, FOR FUTURE HOOK-UP.
  - "F" AGGREGATE BASE, 3/4"-0" OR 1/2"-0", 4" MINIMUM
  - "G" EXPANSION JOINTS, MAX. 45' SPACING AND AT BEGINNING AND END OF CURVES OR AS DIRECTED.
  - "H" CONTRACTION JOINTS, MAX. 15' SPACING AND AT LOCATIONS AS DIRECTED.
2. CURB TO BE CLASS 3300 PORTLAND CEMENT CONCRETE.
  3. CONCRETE AND MISC. MATERIALS USED IN CURB CONSTRUCTION SHALL CONFORM TO CURRENT OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION.

**STANDARD TYPE "C" CURB**

**TRENCH AND BACKFILL**

**CONSTRUCTION DETAILS**

**FULLER - CAUSEY  
SRTS CROSSWALK  
IMPROVEMENT PLANS**

DATE: JUNE 2021 PROJECT NO.: 22289

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DEPT. OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

**CLACKAMAS COUNTY**

DIRECTOR  
DAN JOHNSON

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CHECKED BY:	JH	NO DATE:	

Sheet No. **3D**



**GENERAL NOTES**

1. ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE APPLICABLE PROVISIONS OF THE CLACKAMAS COUNTY ROADWAY STANDARDS.
2. IN ORDER TO PROTECT UNDERGROUND FACILITIES, EXCAVATORS PERFORMING THE WORK SET FORTH ON THESE PLANS MUST COMPLY WITH THE PROVISIONS OF ORS 757.557 (REQUIRES CONTRACTOR TO NOTIFY THE OREGON UTILITY NOTIFICATION CENTER AT LEAST 48 HOURS, BUT NO MORE THAN 10 BUSINESS DAYS, PRIOR TO ANY EXCAVATION).
3. THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS APPROXIMATE AND SHOWN FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO COMMENCING CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO INITIATING THE CONSTRUCTION OF THE FACILITIES.
4. TRENCHES WITHIN THE RIGHTS-OF-WAY SHALL BE BACKFILLED WITH LOW STRENGTH CONTROLLED DENSITY FILL (CDF) WHEN:
  - TRENCHES LESS THAN 100' WITHIN THE ROADWAY OF ALL ARTERIALS AND COLLECTOR CLASSIFIED ROADS;
  - THE AFFECTED ROADWAY SURFACE IS NEWER THAN FIVE (5) YEARS FROM THE TIME OF THE LAST OVERLAY, WITHOUT REGARD TO THE ROADWAY CLASSIFICATION;
  - DEEMED NECESSARY BY THE COUNTY ROAD OFFICIAL.

WHEN TRENCHES ARE EXEMPT FROM USE OF CDF THE ROADWAY TRENCH SHALL BE BACKFILLED WITH AN APPROVED GRANULAR MATERIAL CONFORMING TO ODOT/APWA CLASS B SPECIFICATIONS AND PER THE COUNTY CODE TITLE 7.03.100 THROUGH 7.03.230 AND SECTION 710 OF THE CLACKAMAS COUNTY ROADWAY STANDARDS.
5. VEGETATION AND TOPSOIL ARE TO BE STRIPPED TO MINERAL EARTH AND APPROVED BY THE PRIMARY INSPECTOR PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS.
6. THE COUNTY REQUIRES A PROOF ROLL TEST WITH A FULLY LOADED 10-YARD DUMP TRUCK (LOAD TICKET TO BE PROVIDED) TO CHECK FOR SOFT SPOTS IN THE SUBGRADE PRIOR TO PLACEMENT OF GEOTEXTILE FABRIC AND GRANULAR BASE ROCK AND AGAIN AT THE COMPLETION OF THE PLACEMENT OF THE BASE ROCK FOLLOWED BY REQUIRED DENSITY TESTING PRIOR TO PAVING THE FIRST LIFT OF ASPHALT CONCRETE.
7. ACP MIX IS TO BE BATCHED FROM A MIX FORMULA APPROVED BY OSHD FOR MATERIAL USED. PAVING CONTRACTOR SHALL PROVIDE A CERTIFICATE OF COMPLIANCE FROM ACP PLANT. MIX DESIGN TO BE APPROVED PRIOR TO PAVING.
8. SUBSEQUENT SETTLEMENT OR CRACKING OF FINISHED SURFACE WITHIN THE WARRANTY PERIOD SHALL BE CONSIDERED TO BE A FAILURE OF THE SUBGRADE AND REPAIRED AT NO COST TO THE COUNTY AND IN A MANNER ACCEPTABLE TO THE COUNTY.
9. THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND OREGON SUPPLEMENTS. THE CONTRACTOR SHALL, AT ALL TIMES, MAINTAIN LOCAL ACCESS FOR EMERGENCY VEHICLES, BUSINESSES, BUSES, AND HOMEOWNERS ALONG THE PROJECT SITE.
10. WHEN TRAFFIC DELAYS ARE TO BE EXPECTED, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE AGENCIES, INCLUDING TRIMET, SCHOOL DISTRICT, EMERGENCY SERVICES, AND LOCAL BUSINESSES.
11. THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
12. CONTRACTOR SHALL REMOVE AND DISPOSE OF TREES, STUMPS, BRUSH, ROOTS, TOPSOIL AND OTHER MATERIAL ENCOUNTERED DURING THE CONSTRUCTION OF THE ROADWAY AND WHERE INDICATED ON THE PLANS. MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL, REGIONAL AND STATE REGULATIONS AT FACILITIES AUTHORIZED TO ACCEPT SUCH MATERIAL. FILL SITES SHALL BE LEVELED AND GRADED TO DRAIN. THE CONTRACTOR SHALL CORRECT ANY DEFICIENT FILL OR NON PERMITTED DISPOSAL OF MATERIALS.
13. CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL EARTHWORK, TRENCH BACKFILL AND ROAD CONSTRUCTION COMPACTION TESTS, AND GEOTECHNICAL REVIEWS WITH THE SOILS TESTING LAB AS REQUIRED FOR ACCEPTANCE OF PROJECT WORK BY CLACKAMAS COUNTY. COUNTY SHALL BE PROVIDED WITH ALL TEST RESULTS.
14. CONTRACTOR SHALL CAREFULLY MAINTAIN BENCHMARKS, PROPERTY CORNERS, MONUMENTS, AND OTHER REFERENCE POINTS PURSUANT TO ORS 209.140 AND ORS 209.150. IF SUCH POINTS ARE DISTURBED OR DESTROYED BY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND PAY FOR THEIR REPLACEMENT BY EMPLOYING A PROFESSIONAL LAND SURVEYOR TO RESET PROPERTY CORNERS & OTHER SUCH MONUMENTS.
15. AT THE PRECONSTRUCTION MEETING, PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL PRESENT A LIST OF SUBCONTRACTORS, A PROJECT SCHEDULE, A TRAFFIC CONTROL PLAN AND A LIST OF AT LEAST ONE PERSON, WITH PHONE NUMBERS, RESPONSIBLE FOR MAINTAINING TRAFFIC CONTROL DURING NON-WORK PERIODS.
16. FINAL CLEANUP – PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, DISCARDED ACP, CONCRETE OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR'S PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT.

**GRADING NOTES**

1. ALL FILLS ON PRIVATE PROPERTY MUST BE PLACED CONSISTENT WITH COUNTY CODE TITLE 9.03, EXCAVATION AND GRADING. SITE PREPARATION MUST INCLUDE THE REMOVAL OF VEGETATION, NON-COMPLYING FILL, TOPSOIL, OR OTHER UNSUITABLE MATERIAL PRIOR TO PLACEMENT OF THE FILL. FILL SLOPES SHALL NOT EXCEED A GRADE OF TWO HORIZONTAL TO ONE VERTICAL.
2. ALL CUTS ON PRIVATE PROPERTY SHALL BE MADE CONSISTENT WITH TITLE 9.03, EXCAVATION AND GRADING ORDINANCE. NO CUT SHALL EXCEED A GRADE OF TWO HORIZONTAL TO ONE VERTICAL UNLESS APPROVED BEFOREHAND BY THE PROJECT GEOTECHNICAL ENGINEER AND CLACKAMAS COUNTY.
3. CUT AND FILL SLOPES AND ALL EXPOSED SOILS SHALL BE PROTECTED FROM EROSION AND BE IN COMPLIANCE WITH THE LOCAL SURFACE WATER AUTHORITY RULES, REGULATIONS, AND STANDARDS. SUCH CONTROL SHALL CONSIST OF TEMPORARY MEASURES DURING CONSTRUCTION AND PERMANENT MEASURES AT THE COMPLETION OF CONSTRUCTION ACTIVITIES; INCLUDING APPROPRIATE REVEGETATION OR OTHER ACCEPTABLE MEANS AND METHODS. TEMPORARY EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO EARTHWORK OR SITE STRIPPING.
4. THE CONTRACTOR SHALL NOTIFY THE COUNTY INSPECTOR, AND ENGINEER 48 HOURS PRIOR, FOR ALL REQUIRED EROSION CONTROL AND STRUCTURAL FILL INSPECTIONS AT THE FOLLOWING STAGES OF CONSTRUCTION:
  - A. EROSION CONTROL INSPECTION PRIOR TO INITIATING CONSTRUCTION ACTIVITIES;
  - B. PROOF ROLL ON SUBGRADE AND
  - C. AT EVERY ONE FOOT OF STRUCTURAL FILL OR 300 CUBIC YARDS AND
  - D. AT COMPLETION OF STRUCTURAL FILL BEFORE GEOTEXTILE FABRIC AND BASE AGGREGATE IS PLACED AND
  - E. AT COMPLETION OF BASE AGGREGATE COURSE FOLLOWED BY DENSITY TESTING ON THE FINAL BASE COURSE PRIOR TO PAVING.


**UTILITY NOTES**

1. THE CONTRACTOR IS REQUIRED TO OBTAIN A UTILITY PLACEMENT PERMIT FOR UTILITY CONNECTIONS IN THE RIGHT-OF-WAY.
2. UTILITY TRENCHING IN CERTAIN CLACKAMAS COUNTY ROADWAYS IS REQUIRED BY THE UTILITY SECTION OF THE ROAD USE ORDINANCE, TO BE BACKFILLED WITH CONTROLLED DENSITY FILL (CDF). THE PAVEMENT IN THE TRENCH AREA MUST BE SAWCUT PRIOR TO COMMENCING THIS WORK. THE CDF MUST CONFORM TO THE SPECIFICATIONS IN STANDARD DETAILS U250A-U280.
3. COPIES OF THE CDF MATERIAL DELIVERY SLIPS SHALL BE SUBMITTED FOR COUNTY RECORDS. SUBMIT COPIES TO THE COUNTY INSPECTOR.

**STREET & STORM DRAINAGE NOTES**

1. ALL TRENCH EXCAVATION SHALL CONFORM TO THE WATER ENVIRONMENT SERVICE PUBLICATION TITLED CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 – STANDARD SURFACE WATER SPECIFICATION.
2. COMPACTION SHALL BE PER OREGON STANDARD SPECIFICATIONS. CONTRACTOR TO DETERMINE TYPE OF EQUIPMENT AND THE METHOD USED TO ACHIEVE REQUIRED COMPACTION.
3. TRENCH BACKFILL OUTSIDE OF RIGHT-OF-WAYS OR PAVED AREAS MAY BE EXCAVATED TRENCH MATERIAL. TRENCH BACKFILL IN PAVED AREAS SHALL BE AN APPROVED GRANULAR MATERIAL.
4. MATERIAL IN SOFT SPOTS WITHIN THE ROADWAY SHALL BE REMOVED TO THE DEPTH REQUIRED TO PROVIDE A FIRM FOUNDATION AND SHALL BE REPLACED WITH 1 1/2"-0" CRUSHED ROCK. THE ENTIRE SUBGRADE SHALL BE THOROUGHLY COMPACTED TO 95% AASHTO T-99.
5. CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN SUBGRADE IS COMPLETE AND 24 HOURS PRIOR TO PLACEMENT OF BASE ROCK MATERIAL. CONTRACTOR SHALL ALSO NOTIFY THE ENGINEER 24 HOURS PRIOR TO FINAL PAVING FOR AN INSPECTION OF THE WORK. CLACKAMAS COUNTY REQUIRES A PROOF ROLL WITH A FULLY LOADED 10-YARD DUMP TRUCK TO CHECK SUBGRADE COMPACTION PRIOR TO PLACEMENT OF ROCK SUBBASE AND AGAIN AT THE COMPLETION OF THE PLACEMENT OF THE BASE ROCK PRIOR TO PAVING THE FIRST LIFT OF ASPHALTIC CONCRETE.

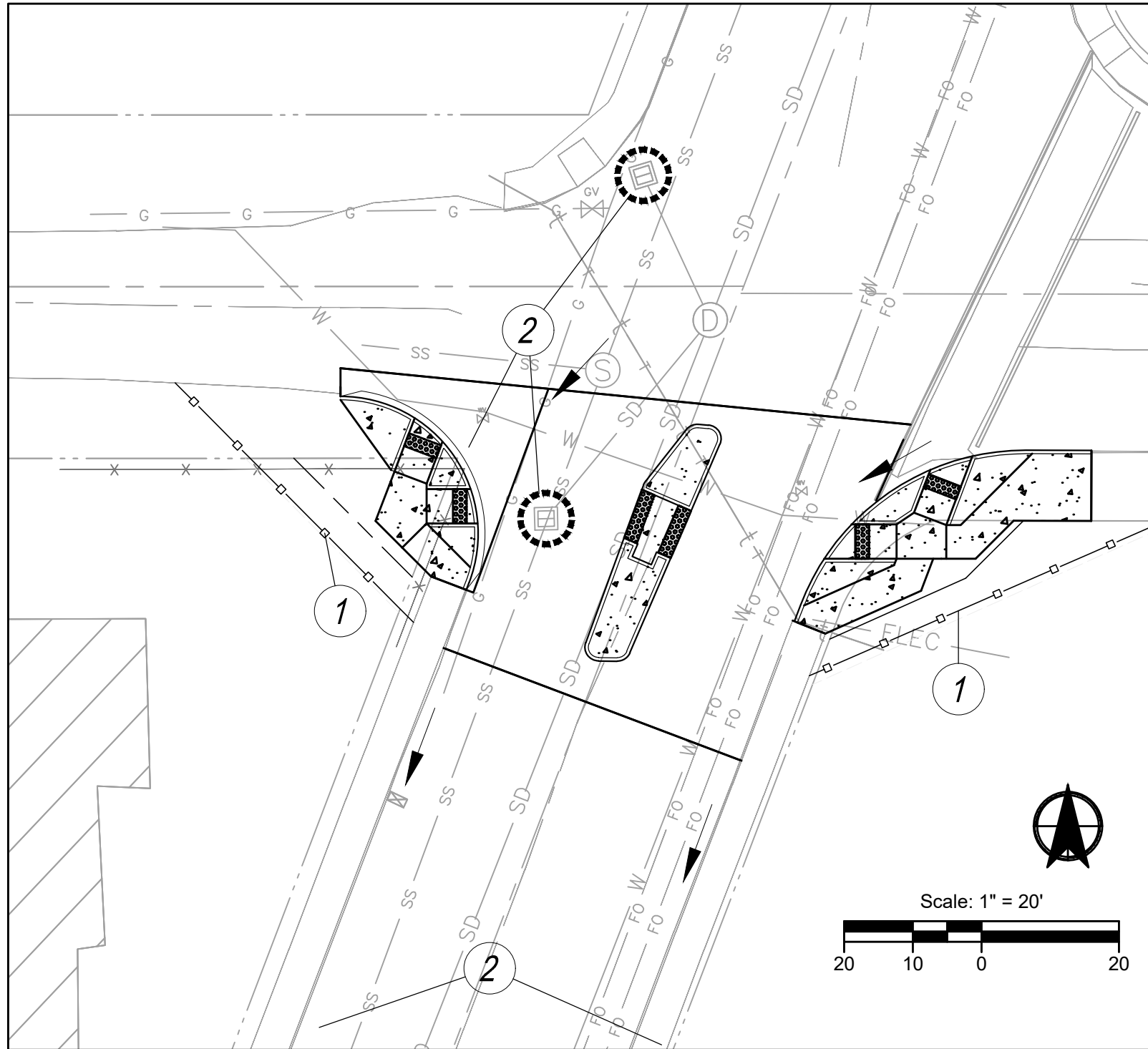
**CONSTRUCTION NOTES**  
 FULLER - CAUSEY  
 SRTS CROSSWALK  
 IMPROVEMENT PLANS  
 DATE: JUNE 2021 PROJECT NO.: 22289



DEPT. OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

DIRECTOR  
DAN JOHNSON

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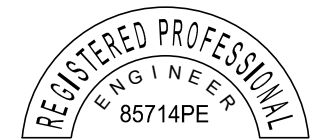


**EROSION CONTROL NOTES**

- ① Install Sediment Barrier, Type 8 - 106 L.F.  
For Details, See ODOT RD1032
- ② Install Inlet Protection, Type 3 - 5 Ea.  
For Details, See ODOT RD1010

**EROSION CONTROL LEGEND**

- |       |       |                          |
|-------|-------|--------------------------|
| Extg. | Prop. |                          |
|       |       | Inlet Protection, Type 3 |
|       |       | Sediment Barrier, Type 8 |
|       |       | Direction Of Flow        |



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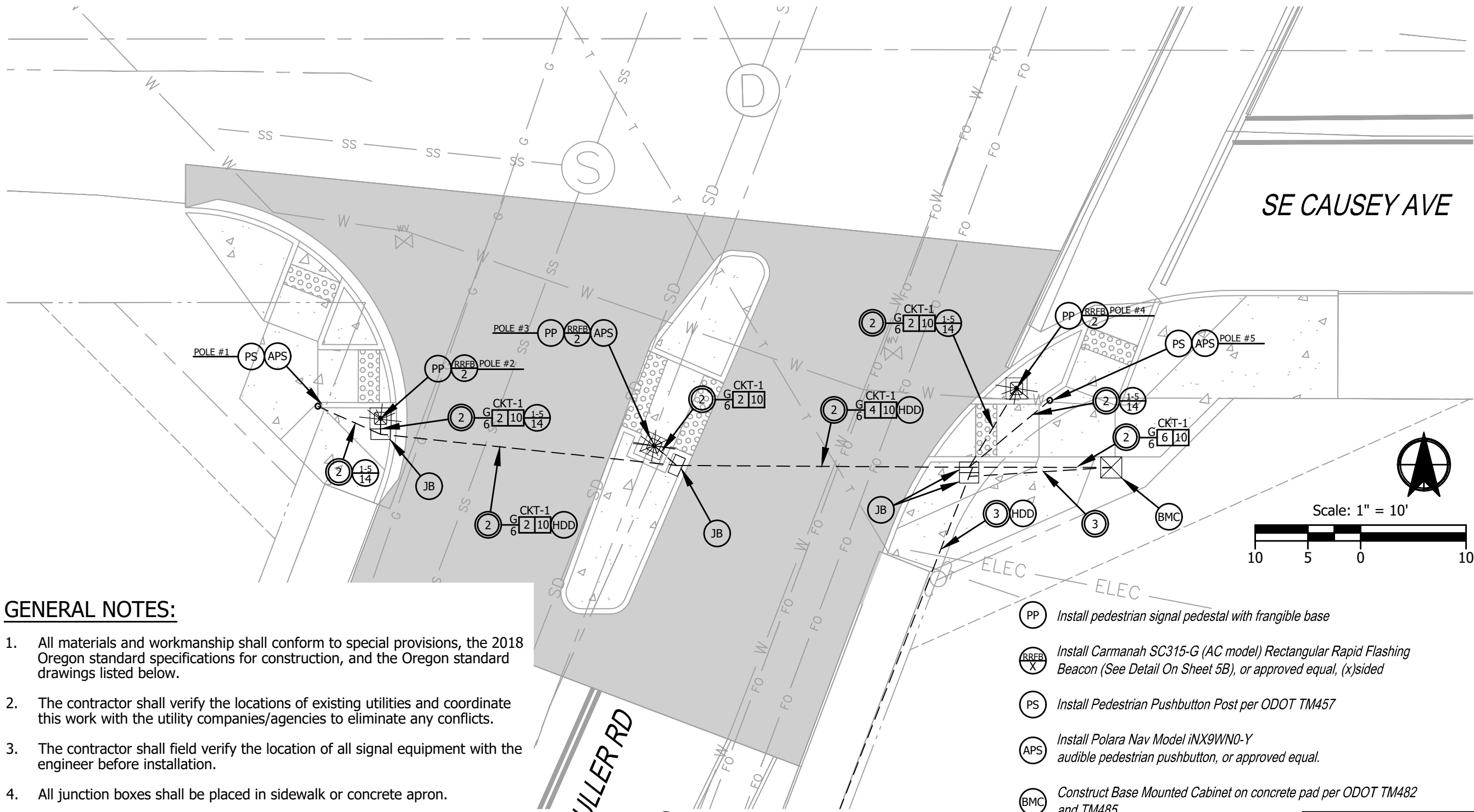
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**CLACKAMAS COUNTY**  
 DEPT. OF TRANSPORTATION  
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 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045

**DAN JOHNSON**  
 DIRECTOR

**EROSION & SEDIMENT CONTROL**  
**FULLER - CAUSEY**  
**SRTS CROSSWALK**  
**IMPROVEMENT PLANS**

DATE: JUNE 2021 PROJECT NO.: 22289

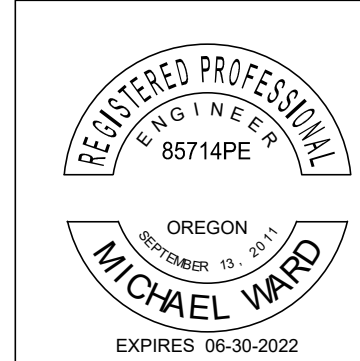
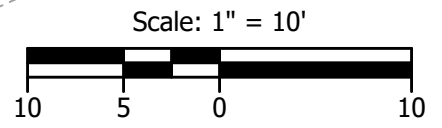


**GENERAL NOTES:**

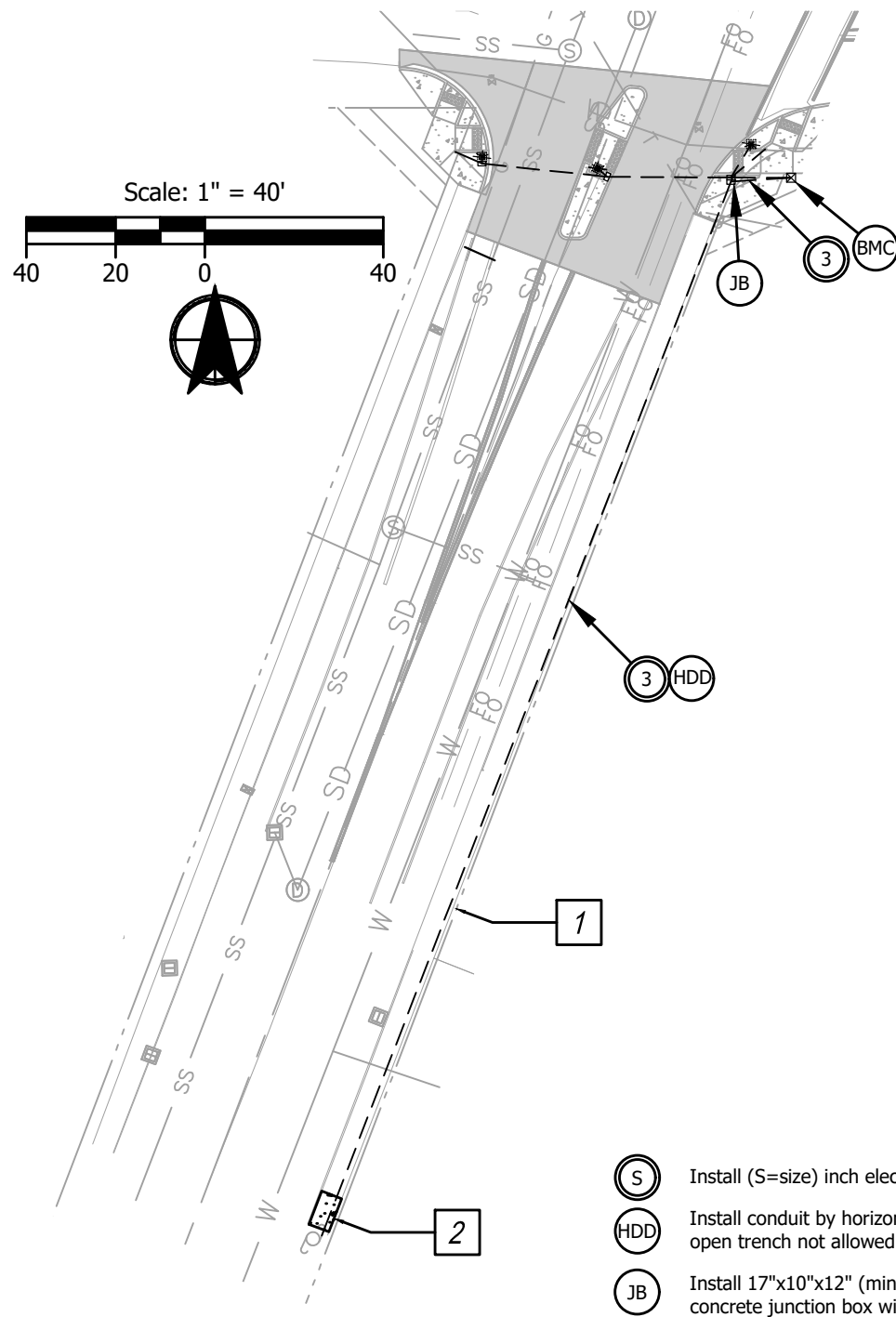
1. All materials and workmanship shall conform to special provisions, the 2018 Oregon standard specifications for construction, and the Oregon standard drawings listed below.
2. The contractor shall verify the locations of existing utilities and coordinate this work with the utility companies/agencies to eliminate any conflicts.
3. The contractor shall field verify the location of all signal equipment with the engineer before installation.
4. All junction boxes shall be placed in sidewalk or concrete apron.
5. Install #12 stranded copper (orange) tracer wire in all conduits.
6. Top of signal and pedestrian pole foundations shall match top of finished grade of sidewalk.
7. All conduit runs shall be placed within the right-of-way.
8. Install poly pull tape (1200 lbf min. Strength, non-conductive) in all conduits.
9. All underground conduits and fittings shall be schedule 80 pvc.

- (S) Install (S=size) inch electrical conduit
- (HDD) Install conduit by horizontal directional drilling, open trench not allowed
- $\frac{G}{S}$  Install one (S) gauge copper ground wire (S=size)
- CKT-#  
N G Install (N=number) No. (G=AWG wire size) XHHW wires Connected to Circuit No. (#)

- (PP) Install pedestrian signal pedestal with frangible base
- (RRFB X) Install Carmanah SC315-G (AC model) Rectangular Rapid Flashing Beacon (See Detail On Sheet 5B), or approved equal, (x)sided
- (PS) Install Pedestrian Pushbutton Post per ODOT TM457
- (APS) Install Polara Nav Model iNX9WN0-Y audible pedestrian pushbutton, or approved equal.
- (BMC) Construct Base Mounted Cabinet on concrete pad per ODOT TM482 and TM485.
- (JB) Install 17"x10"x12" (min. dimension) precast concrete junction box with concrete apron per ODOT TM472
- (X-N G) Install (X=number of cables) control cables with (N=number) AWG No. (G=AWG wire size) conductors



<p><b>CLACKAMAS COUNTY</b> DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045</p> <p>DAN JOHNSON DIRECTOR</p>	<p><b>RRFB PLANS</b> <b>FULLER - CAUSEY</b> <b>SRTS CROSSWALK</b> <b>IMPROVEMENT PLANS</b></p> <p>DATE: JUNE 2021 PROJECT NO.: 22289</p>						
<p>DESIGNED BY: MAW DRAFTED BY: MAW CHECKED BY: JH</p>	<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">NO</td> <td style="width: 10%;">DATE</td> <td style="width: 80%;">REVISIONS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO	DATE	REVISIONS			
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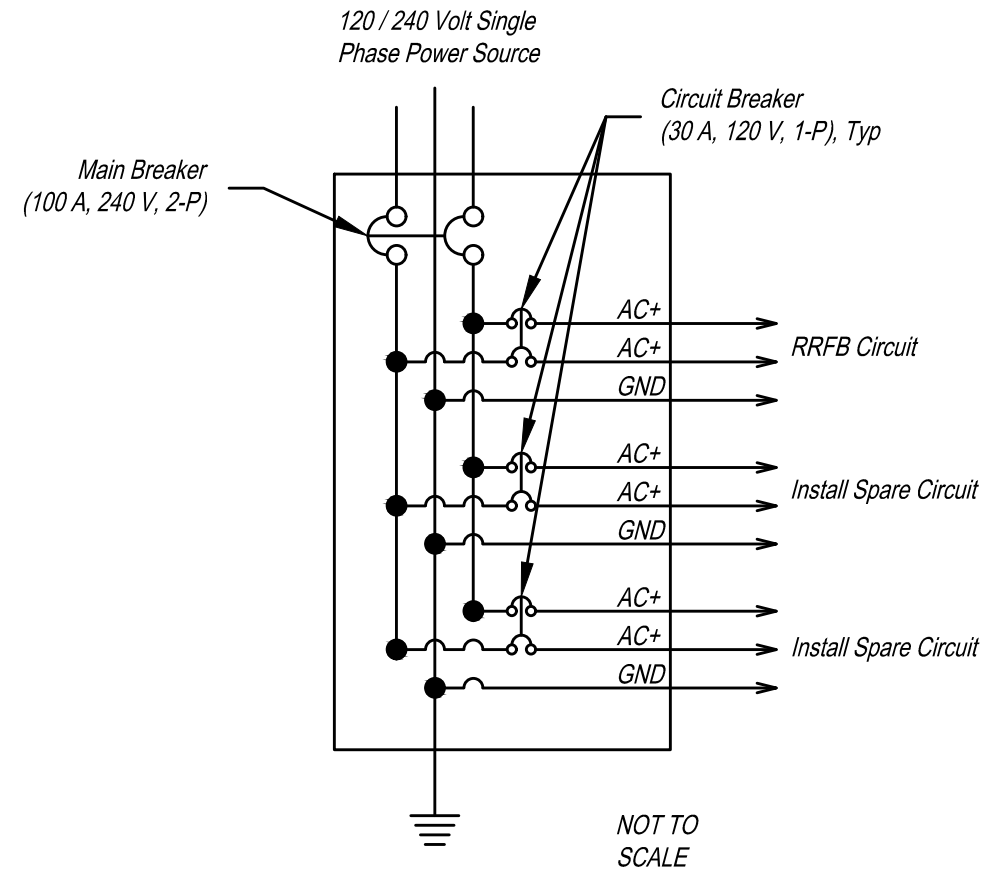


- (S) Install (S=size) inch electrical conduit
- (HDD) Install conduit by horizontal directional drilling, open trench not allowed
- (JB) Install 17"x10"x12" (min. dimension) precast concrete junction box with concrete apron

**CONSTRUCTION NOTES:**

1 INSTALL CONDUIT PER PGE REQUIREMENTS  
 WORK ORDER: M3033613  
 LENGTH = 254 FT

2 REMOVE EXISTING SIDEWALK PANEL ADJACENT TO PGE POLE TO ALLOW FOR BORE PIT. CONNECT TO SERVICE ON POLE.



**RRFB SERVICE CABINET WIRING DIAGRAM**  
 PROPOSED BMC BEHIND SOUTHEAST CURB RAMP

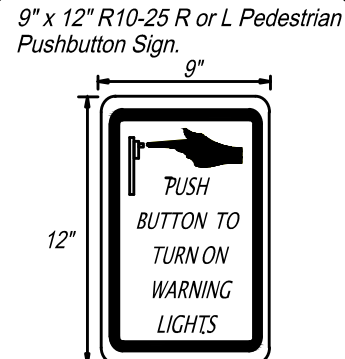
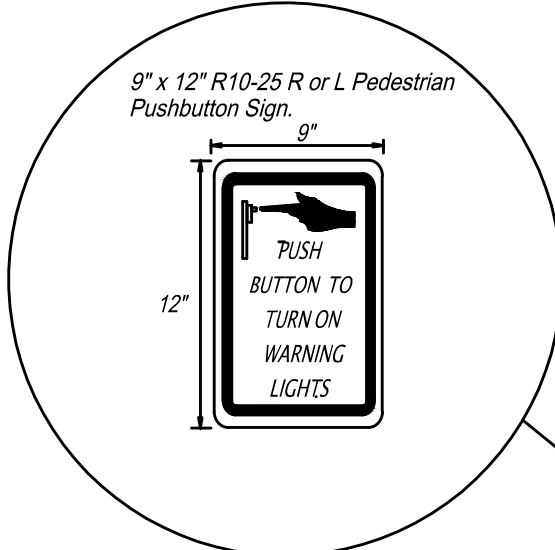


ELECTRICAL CONNECTION  
 FULLER - CAUSEY  
 SRTS CROSSWALK  
 IMPROVEMENT PLANS  
 DATE: JUNE 2021 PROJECT NO.: 22289

CLACKAMAS COUNTY  
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Pole-Mount Radio Network Controller (19"H x 10"W x 6"D)

36" x 36" W11-2 Std. Yellow (ASTM Type IX Sheeting) Pedestrian Crossing Sign See TM677 For (SSC) Stainless Steel Clamp Detail

Rapid Flashing Bar Clear Lenses W/Amber LED's

24" x 12" W16-7p Supplemental Std. Yellow (ASTM Type IX Sheeting) Arrow Plaque. See TM677 For (SSC) Stainless Steel Clamp Detail

Install Pedestrian Pushbutton And R10-25 Instruction sign (See TM467 For Additional Details)

Note: Frangible Base Mounted Flush With Sidewalk Or Island. See TM457 For Additional Information

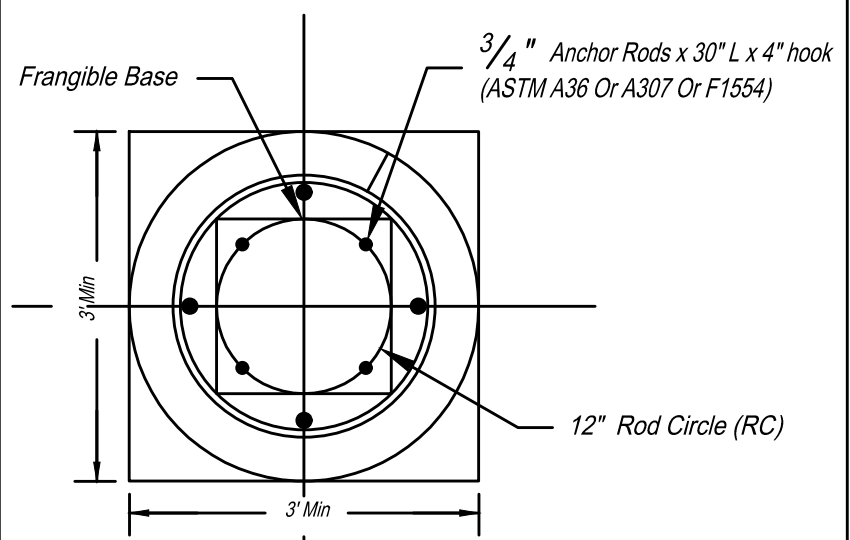
30 Lb. Building Paper Gasket (Typ.)

Std. Pedestrian Signal Pedestal 4" Dia. Std. Galvanized Steel Pipe (ASTM A53, Sch. 40, 4 1/2" O.D.) W/ Frangible Base See TM457 For Additional Details

Construct Foundation According To TM457 "Vehicle Signal Pedestal" (See Detail "A" For Rod Circle).

Conduit (Size As Req'd.)

5/8" X 8' Ground Rod



DETAIL "A".

Front View

Side View (One Sided) Side View (Two Sided)

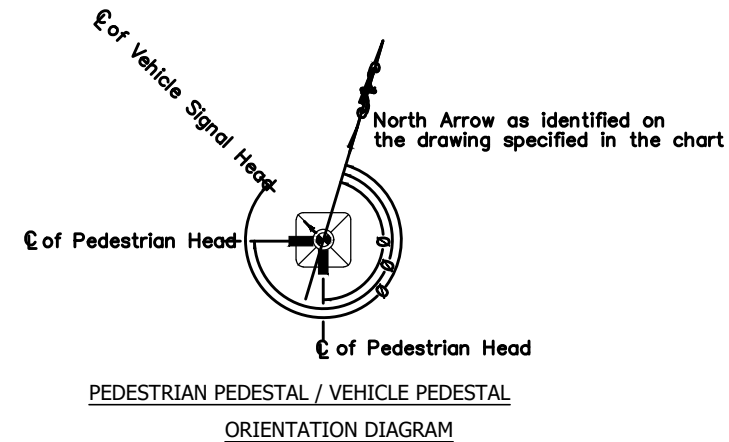
# RECTANGULAR RAPID FLASHING BEACON SYSTEM PEDESTRIAN PEDESTAL INSTALLATION



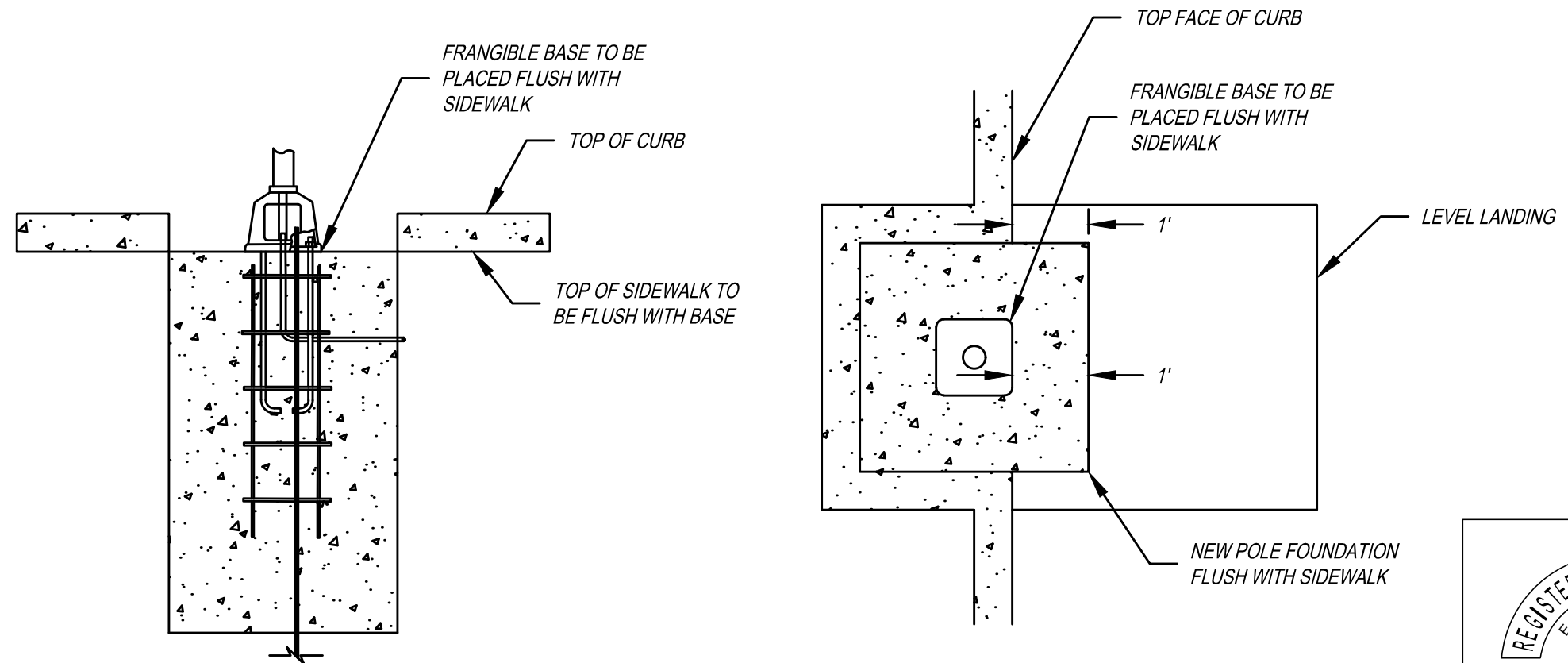
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045		CLACKAMAS COUNTY DIRECTOR DAN JOHNSON	
DESIGNED BY: MAW		DRAFTED BY: MAW	
CHECKED BY: JH		PROJECT NO.: 22289	
DATE: JUNE 2021		RRFB DETAIL	
FULLER - CAUSEY SRTS CROSSWALK IMPROVEMENT PLANS		REVISIONS	
NO DATE:		Sheet No.	5B

See TM 457 and Clackamas County mast arm standard drawings and special provisions.			EQUIPMENT ON POLE			FOUNDATION INFORMATION See Foundation Detail on Sheet 5B, Anchor Rod Detail on This Sheet 5B, and Special Provisions			
POLE NO.	DWG. NO.	TYPE	FLASHING BEACON DEG.	PUSH BUTTON DEG.	PUSH BUTTON ARROW	REQUIRED FOUNDATION DEPTH	FOUNDATION CONTROL POINT ELEVATION *,**	POLE HEIGHT	TOP OF ANCHOR ROD ELEVATION **
1	5	PS		0	LT	2'-0"	176.09	5'-0"	SEE TM457
2	5	PP	20			5'-0"	176.26	15'-4"	SEE TM457
3	5	PP	20/203	0	BI	5'-0"	176.10	15'-4"	SEE TM457
4	5	PP	203			5'-0"	175.83	15'-4"	SEE TM457
5	5	PS		180	LT	2'-0"	175.78	5'-0"	SEE TM457

- \* = See Traffic Signal Plans for Foundation Control Point Location.
- \*\* = Foundation Control Point and Top of Anchor Rod Elevations to be Field Verified Prior to Foundation Installation.



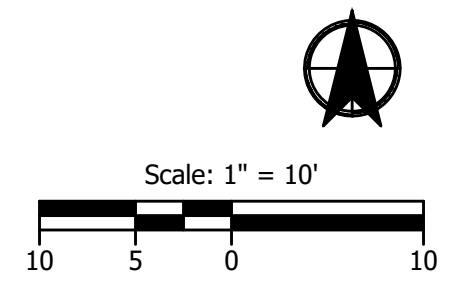
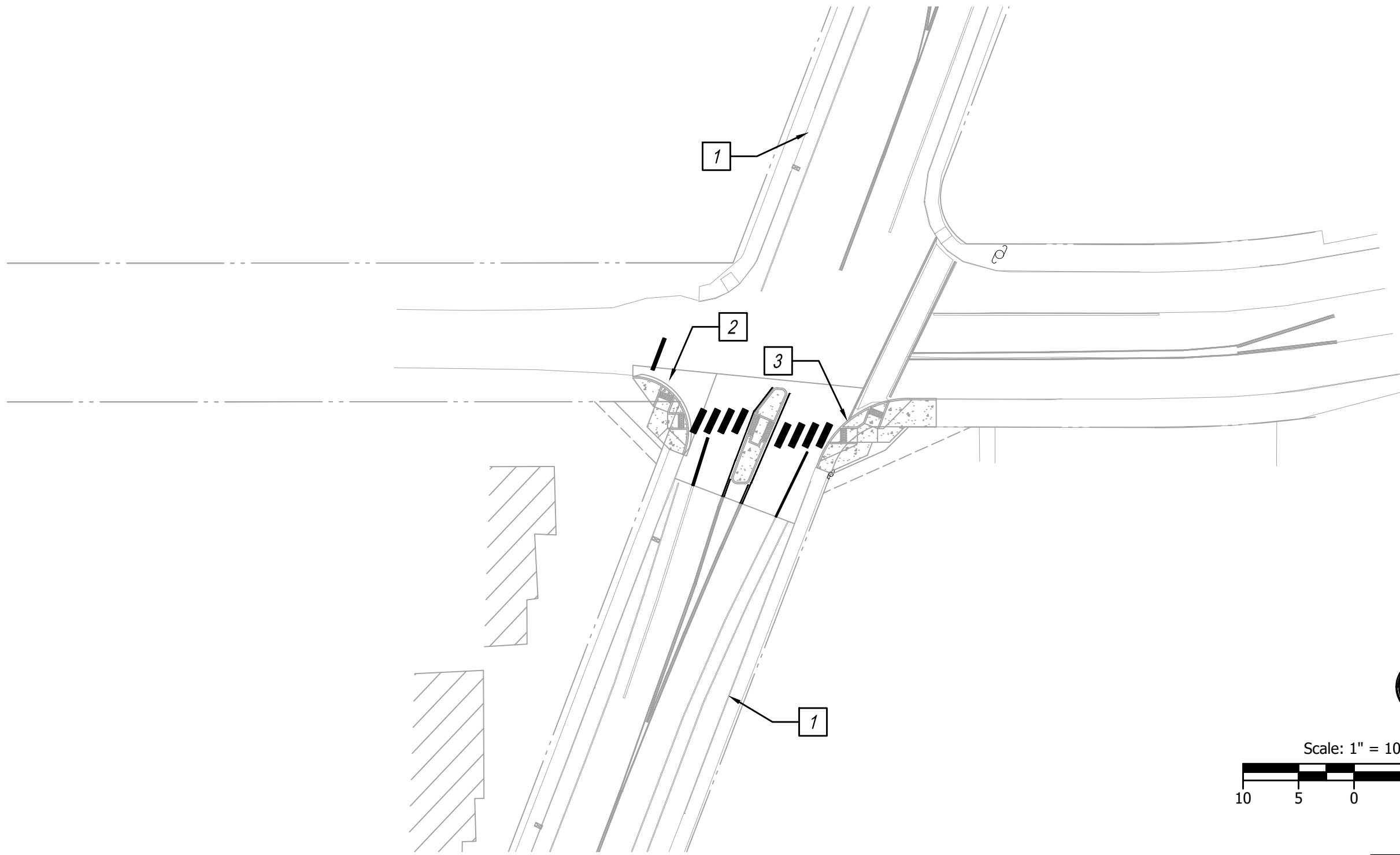
**NOTE:**  
Equipment shown on the orientation diagram is a clarification of angles of equipment that may be located on a Pedestrian Pedestal or Vehicle Pedestal.



POLE CURB CUT DETAIL



<b>CLACKAMAS COUNTY</b> DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	<b>POLE INFORMATION</b> FULLER - CAUSEY SRTS CROSSWALK IMPROVEMENT PLANS	DATE: JUNE 2021    PROJECT NO.: 22289
	DIRECTOR DAN JOHNSON	
DESIGNED BY: MAW	DRAFTED BY: MAW	CHECKED BY: JH
REVISIONS		
NO. DATE:		
Sheet No. <b>5C</b>		



**SIGNING AND STRIPING NOTES:**

- 1 INSTALL W11-2 AND W16-9P ON PERFORATED METAL POLE
- 2 REMOVE AND REINSTALL STOP SIGN AND STREET SIGN
- 3 REMOVE AND REINSTALL STREET SIGN

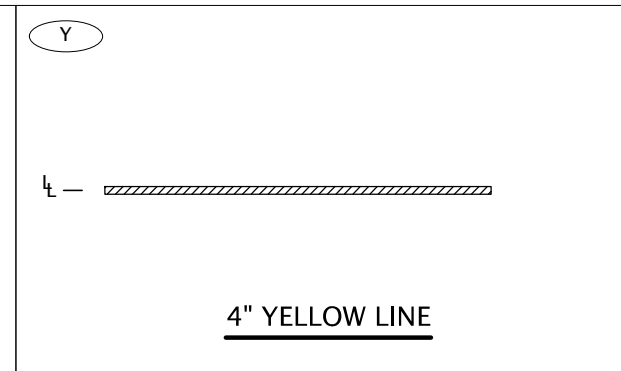
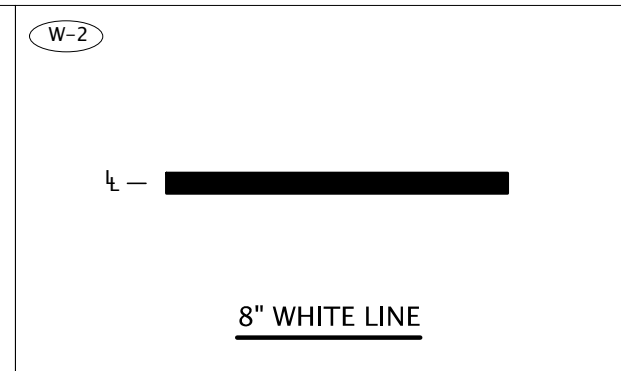
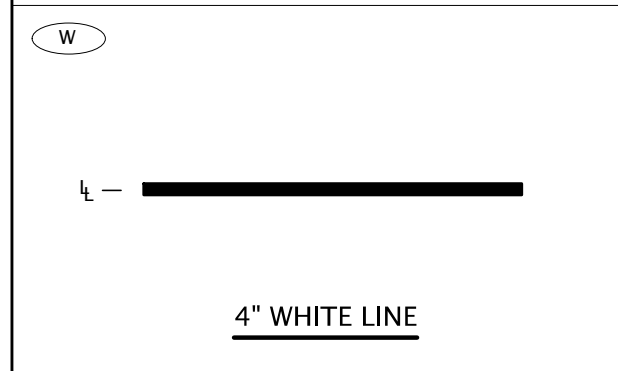
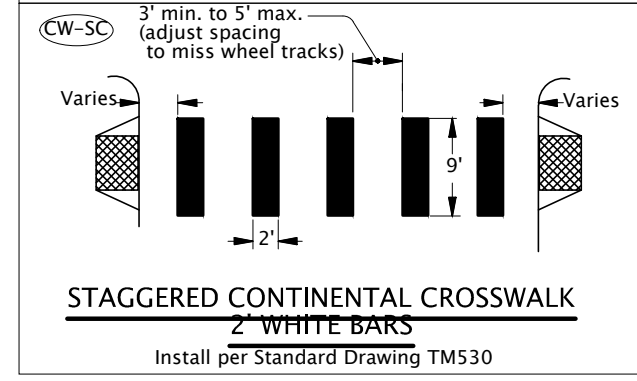
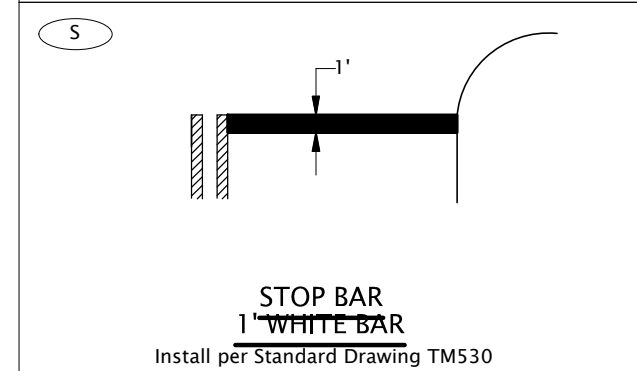
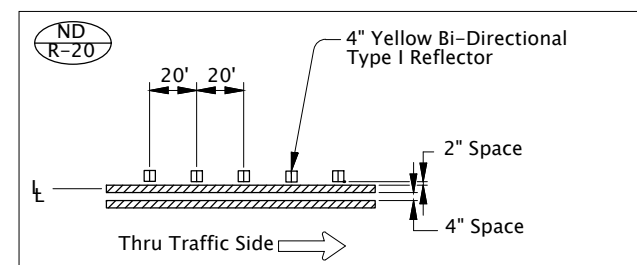
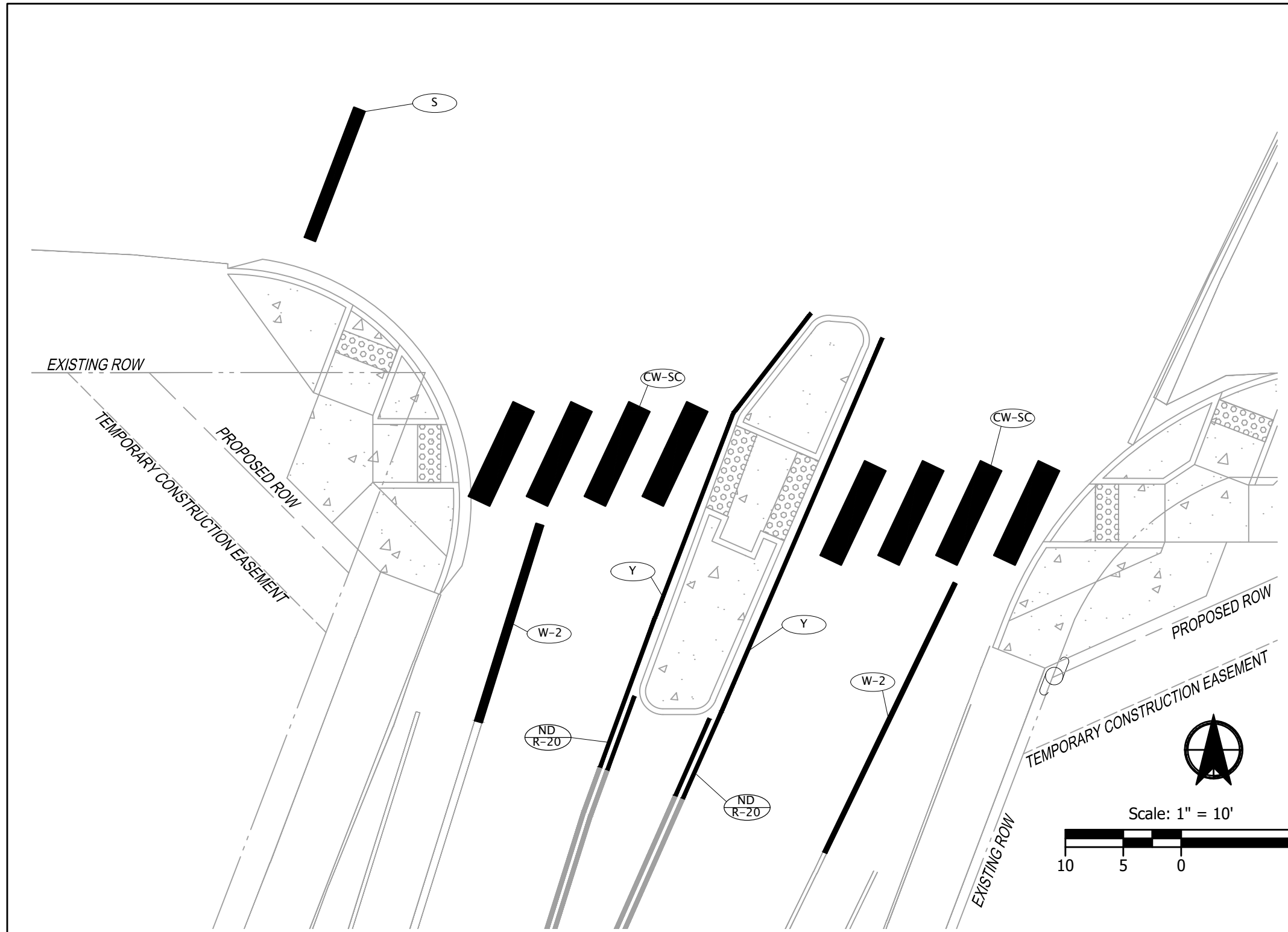


SIGNING PLAN  
 FULLER - CAUSEY  
 SRTS CROSSWALK  
 IMPROVEMENT PLANS  
 DATE: JUNE 2021 PROJECT NO.: 22289

CLACKAMAS COUNTY  
 DEPT. OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045  
 DAN JOHNSON DIRECTOR

DESIGNED BY: M/W  
 DRAFTED BY: M/W  
 CHECKED BY: JH

NO	DATE	REVISIONS



**STRIPING PLAN**  
FULLER - CAUSEY  
SRTS CROSSWALK  
IMPROVEMENT PLANS

CLACKAMAS COUNTY  
DEPT. OF TRANSPORTATION AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

DAN JOHNSON  
DIRECTOR

DESIGNED BY: M/JW  
DRAFTED BY: M/JW  
CHECKED BY: JH

NO	DATE	REVISIONS





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ward Insurance Agency Inc. PO Box 10167 Eugene OR 97440	<b>CONTACT NAME:</b> Angela Sangl <b>PHONE (A/C. No. Ext):</b> 541-687-1117 <b>E-MAIL ADDRESS:</b> angela@wardinsurance.net	<b>FAX (A/C. No):</b> 541-342-8280
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Brown Contracting, Inc. PO Box 26439 Eugene OR 97402	<b>INSURER A :</b> Cincinnati Casualty <b>NAIC #</b> 28665	
	<b>INSURER B :</b> Westchester Surplus Lines Insurance Company <b>NAIC #</b> 10172	
	<b>INSURER C :</b> Columbia Casualty Insurance Company <b>NAIC #</b> 31127	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1878480531

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	EPP0617275	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EPP0617275	6/30/2021	6/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EPP0617275	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A C	POLLUTION LIABILITY INSTALLATION FLOATER PROFESSIONAL LIABILITY			G73527648001 EPP0617275 7014934404	6/1/2021 6/1/2021 8/1/2021	6/30/2022 6/30/2022 8/1/2022	OCCURENCE: \$2,000,000 ANY ONE LOC: \$500,000 OCCURENCE: \$1,000,000 AGGR: \$2,000,000 TRANSIT: \$500,000 AGGR: \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate holder and all entities required by written contract are included as additional insureds on a primary and non-contributory basis with waiver of subrogation as respects to the general liability including completed operations and auto liability as required by written contract. Subject to policy limits, terms, conditions and exclusions. Umbrella follows form.  
 Project: #2022-16 Fuller-Causey Crosswalk Improvement Project

**CERTIFICATE HOLDER****CANCELLATION**

Clackamas County  
 2051 Kaen Road  
 Oregon City OR 97045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTORS' COMMERCIAL GENERAL LIABILITY**  
**BROADENED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Endorsement - Table of Contents:**

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage.....	3
2. Unintentional Failure To Disclose Hazards.....	9
3. Damage To Premises Rented To You.....	9
4. Supplementary Payments.....	10
5. Medical Payments.....	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations.....	10
7. Waiver Of Subrogation.....	11
8. Automatic Additional Insured - Specified Relationships:.....	11
• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Permits; and	
• Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment.....	14
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services.....	15
11. Broadened Notice Of Occurrence.....	15
12. Nonowned Aircraft.....	15
13. Bodily Injury Redefined.....	15
14. Expected Or Intended Injury Redefined.....	15
15. Former Employees As Insureds.....	15
16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage.....	16
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property.....	17
18. Alienated Premises.....	17

**B. Limits Of Insurance:**

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

- 1. Employee Benefit Liability Coverage**  
 Each Employee Limit: \$1,000,000  
 Aggregate Limit: \$3,000,000  
 Deductible Amount: \$ 1,000
- 3. Damage To Premises Rented To You**  
 The lesser of:
  - a. The Each Occurrence Limit shown in the Declarations, or
  - b. \$500,000 unless otherwise stated \$ \_\_\_\_\_
- 4. Supplementary Payments**
  - a. Bail Bonds: \$2,500

- b. Loss Of Earnings: \$ 500
- 5. Medical Payments**  
 Medical Expense Limit: \$10,000
- 9. Property Damage To Borrowed Equipment**  
 Each Occurrence Limit: \$10,000  
 Deductible Amount: \$ 250
- 16. Voluntary Property Damage Coverage (Coverage a.) And Care, Custody Or Control Liability Coverage (Coverage b.)**  
**Limits Of Insurance**  
 Coverage a.  
 \$1,000 Each Occurrence  
 \$5,000 Aggregate  
 Coverage b. \$5,000 Each Occurrence unless otherwise stated \$ \_\_\_\_\_  
 Deductible Amount (Each Occurrence)  
 Coverage a. \$250  
 Coverage b. \$250 unless otherwise stated \$ \_\_\_\_\_

COVERAGE	PREMIUM BASIS	RATE	ADVANCE PREMIUM
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	(For Limits in Excess of \$5,000)	(For Limits in Excess of \$5,000)
b. Care, Custody Or Control			\$
<b>TOTAL ANNUAL PREMIUM</b>			<b>\$</b>

**C. Coverages**

**1. Employee Benefit Liability Coverage**

a. The following is added to **Section I - Coverages**:

**Employee Benefit Liability Coverage**

**(1) Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administrator" of your "employee benefit program", and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the "first effective date" of

this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative",

i) Reports all, or any part of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

**(2) Exclusions**

This insurance does not apply to:

(a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

(b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

(d) **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) **Inadequacy Of Performance/Advice Given With Respect To Participation**

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) **Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) **Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) **Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) **Employment-Related Practices**

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, demotion, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

(4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**(3) Supplementary Payments**

**Section I - Coverages, Supplementary Payments - Coverages A And B** also apply to this Coverage.

**b. Who Is An Insured**

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your part-

ners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organi-

zation. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

### c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions, or

(e) Benefits included in your "employee benefit program";

(2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions; negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

### (4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

(1) Our right and duty to defend the insured against any "suits" seeking those damages, and

(2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim; apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

### d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

**2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was or when it occurred; and

(2) The names and addresses of any one who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. Other Insurance is replaced by the following:

**5. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

**b. Method Of Sharing**

If all of the other insurance permits contribution

by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

**e. Additional Definitions**

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker", "employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

**2. Unintentional Failure To Disclose Hazards**

**Section IV - Commercial General Liability Conditions, 7. Representations** is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

**3. Damage To Premises Rented To You**

**a.** The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c**, through **q**, do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance**.

**b.** The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

**(1)** As respects Water Damage Legal Liability, as provided in Paragraph **3.b.**, above:

- The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **1. War and the Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:
- This insurance does not apply to:
- (a)** "Property damage":
    - (i)** Assumed in any contract or agreement or
    - (ii)** Caused by or resulting from any of the following:
      - 1)** Wear and tear.

**2)** Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

**3)** Smog;

**4)** Mechanical breakdown, including rupture or bursting caused by centrifugal force;

**5)** Settling, cracking, shrinking or expansion;

**6)** Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

**7)** Presence, growth, proliferation,

spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi;

**(b)** "Property damage" caused directly or indirectly by any of the following:

**(i)** Earthquake, volcanic eruption, landslide or any other earth movement;

**(ii)** Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

**(iii)** Water under the ground surface pressing on, or flowing or seeping through:

- 1)** Foundations, walls, floors or paved surfaces;

**2)** Basements, whether paved or not; or

**3)** Doors, windows or other openings.

**(c)** "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

**(i)** You did your best to maintain heat in the building or structure; or

**(ii)** You drained the equipment and shut off the water supply if the heat was not maintained.

**(d)** "Property damage" to:

**(i)** Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

**(ii)** The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**c. Limit Of Insurance**

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.**, above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

**(1)** Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

**6.** Subject to Paragraph **5.** above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:

- a.** While rented to you, or temporarily occupied by

you with permission of the owner;

**b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

**c.** In the case of damage by water, while rented to and occupied by you.

**(2)** The most we will pay is limited as described in **Section B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

**4. Supplementary Payments**

Under **Section I - Supplementary Payments - Coverages A And B:**

**a.** Paragraph **2.** is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**b.** Paragraph **4.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

**5. Medical Payments**

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

**6. 180 Day Coverage For Newly Formed Or Acquired Organizations**

**Section II - Who Is An Insured** is amended as follows:

Subparagraph **a.** of Paragraph **3.** is re-

placed by the following:

- a.** Insurance under this provision is afforded only until the 180th day after

You acquire or form the organization or the end of the policy period, whichever is earlier;

## 7. Waiver Of Subrogation

### Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us

is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

## 8. Automatic Additional Insured - Specified Relationships

The following is added to Section II - Who Is An Insured:

(1) Any person(s) or organization(s) described in Paragraph 8.a.(2) of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

### (a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

### (b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

### (c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthenticated by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c) (1) (4) or (6) of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

or container, entering info, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products;

**(d) State Or Governmental Agency Or Subdivision Or Political Subdivision Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellular entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

**(e) Mortgagee, Assignee Or Receiver**

Any person or organization with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph 8.a.(1) of this endorsement:

- (a) Only applies to the extent permitted by law; and
  - (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
  - (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.
- b. With respect to the insurance afforded to the additional insureds described in Paragraph 8.a.(1) of this endorsement, the following is added to **Section III - Limits Of Insurance**:
- (1) The most we will pay on behalf of the additional insured is the amount of insurance;
  - (1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph 8.a.(1) of this endorsement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**c. Section IV - Commercial General Liability Conditions** is amended to include the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

**d. Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 8.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in 8.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**9. Property Damage To Borrowed Equipment**

a. The following is added to **Exclusion 2.j. Damage To Property** under **Section**

**tion I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:
  - (a) Insureds;
  - (b) Claims made or "suits" brought; or
  - (c) Persons or organizations making claims or bringing "suits";

**(2) Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.



(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services**

Paragraph 2a.(1)(d) under Section II - Who Is An Insured does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**11. Broadened Notice Of Occurrence**

Paragraph a. of Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

**12. Nonowned Aircraft**

The following is added to Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

**13. Bodily Injury Redefined**

Section V - Definitions, 4. "Bodily Injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death, resulting from any of these at any time.

**14. Expected Or Intended Injury Redefined**

The last sentence of Exclusion 2.a. Expected Or Intended Injury under Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**15. Former Employees As Insureds**

The following is added to Paragraph 2. under Section II - Who Is An Insured:

- 2. Each of the following is also an insured:
  - Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

**16. Voluntary Property Damage Coverage**

**a. Coverage D - Voluntary Property Damage Coverage**

Section I - Coverages is amended to include the following:

**(1) Insuring Agreement**

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

**(2) Exclusions**

This insurance does not apply to "property damage" that would be excluded by Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, except for J. Damage To Property, paragraphs (3), (4), (5) and (6), k. Damage To Your Product, and l. Damage To Your Work.

**(3) Definitions**

For purposes of Voluntary Property Damage Coverage only, the following definitions under Section V - Definitions are replaced by the following:

16. "Occurrences" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

**b. Care, Custody Or Control Liability Coverage**

For purposes of the coverage provided by Care, Custody Or Control Liability Coverages in this endorsement only:

(1) Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides cover-

age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

**c. Limits Of Insurance And Deductibles**

For purposes of the coverage provided by **Voluntary Property Damage Coverage** and **Care, Custody Or Control Liability Coverage**, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage**, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to (3) below, the **Voluntary Property Damage Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**:

(b) **The Care, Custody Or Control Liability Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**:

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage**, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage**. This limit applies separately to each "coverage term".

**(4) Deductible Clause**

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

**17. Broadened Contractual Liability - Work Within 50' Of Railroad Property**

**Section V - Definitions, 12. "Insured contract"** is amended as follows:

- a. Paragraph c. is replaced by the following:
- c. Any easement or license agreement:
- b. Paragraph f(1) is deleted in its entirety.

**18. Alienated Premises**

**Exclusion 2j. Damage to Property**, Paragraph (2) under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. a. The General Aggregate Limit is the most we will pay for the sum of:

(1) Medical expenses under **COVERAGE C, MEDICAL PAYMENTS**;

(2) Damages under **COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(3) Damages under **COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY**.

This General Aggregate Limit will not apply if either the Location General Aggregate

gate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

- b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**,

which can be attributed to operations at only a single location owned by, or rented or leased to you.

- c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

which can be attributed only to ongoing operations and only at a single construction project.

- d. Only for the purpose of determining which General Aggregate Limit of Insurance, **2.a.**, **2.b.**, or **2.c.**, applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on

your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.a.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties in the Event of Occurrence, Offense, Claim or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You**

**1. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

**(1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**(2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

**b.** "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

**(1)** The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

**(2)** The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

**2.** If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

**a.** *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

**B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
  2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**When Other Additional Insured Coverage Applies On An Excess Basis**

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
  2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

**Waiver of Subrogation**

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus®**  
**BUSINESS AUTO XC+®**  
**(EXPANDED COVERAGE PLUS)**  
**ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**A. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

**B. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.** is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**C. Additional Insured by Contract**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

**D. Employee Hired Auto**

**1. Changes in Liability Coverage**

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2. Changes in General Conditions**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.



However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**E. Audio, Visual and Data Electronic Equipment**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

**F. Who is an Insured - Amended**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
  - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
  - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

**G. Liability Coverage Extensions - Supplementary Payments - Higher Limits**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

**H. Amended Fellow Employee Exclusion**

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

**I. Hired Auto - Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

#### J. Rental Reimbursement

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

#### K. Transportation Expense - Higher Limits

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

#### L. Airbag Coverage

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a.** is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

#### M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
  - a. The most we will pay for "loss" in any one "accident" is the greater of:
    - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
      - (a) Overdue lease or loan payments;
      - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
      - (c) Security deposits not refunded by the lessor;
      - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      - (e) Carry-over balances from previous loans or leases, or
    - (2) Actual cash value of the stolen or damaged property.
  - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**N. Glass Repair - Waiver of Deductible**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

**P. Unintentional Failure to Disclose Hazards**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

**Q. Mental Anguish Resulting from Bodily Injury**

**SECTION V - DEFINITIONS, C. "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

**R. Coverage for Certain Operations in Connection with Railroads**

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
  - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.